

**MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, September 19, 2022**

**AGENDA**

**Join Zoom Meeting <https://us02web.zoom.us/j/88181570640>**

**Meeting ID: 881 8157 0640 Password: 931014 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 August 29, 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 Sewer Commission: Sewer Rate Hearing (Chelsey Little)
5. 6:45 Community Events
  - Use of Montague Center Common and North Street for 1<sup>st</sup> Congregational Church Fall Festival for music, car show, vendors, and games. October 8, 2022 from 8am – 5pm.
  - Rescheduling of previously approved Sawmill River 10k Run from October 8 to December 31, 7am – 2pm. Parks & Recreation Department use of Montague Center Common and surrounding streets.
  - Montague Soapbox Derby Recap
6. 6:55 Unity Skate Park Safety Repairs (Jon Dobosz)
  - Execute contract in the amount of \$1,800 with Tailblock Coping Company of Brattleboro VT.
7. 7:00 RiverCulture Updates (Suzanne LoManto)
  - Request Authority to Submit Mass Cultural Council Grant Application
  - Provide Update on Peskeompskut Park Improvements
8. 7:10 Community Development Block Grant (Brian McHugh)
  - FY20 Grant Extension Request

**Montague Selectboard Agenda**

**VIA ZOOM**

**Monday, September 19, 2022**

**Page 2**

9. 7:15 Personnel Board
- Appoint Anna Morin, Dispatcher in Training, NAGE Grade B, Step 2, 37.69 hrs/week, effective 10/2/2022
  - Resignation of Daniel Wasiuk, Health Director, effective October 6, 2022
  - Consider Assistant Town Administrator Contract
  - Provide Any Available Bargaining Updates
10. 7:25 Fall Special Town Meeting, October 13, 2022 at 6:30pm in the TFHS Auditorium
- Read Draft Warrant
11. 7:45 Town Administrator's Business
- Farren Care Center Updates
  - Execute Agreement for \$137,250 with K&G Remodeling, Inc of North Grosvenordale CT for replacement of the Montague Town Hall Roof. Authorize Notice to Proceed.
  - Request Authorization to Submit Office of Public Safety Workplace Safety Grant for OSHA and Other Safety Training
  - Request Authorization to Submit USDA Community Facilities Grant (Would Provide Matching Funds Toward DPW Dump Truck, and Expected FY24 Capital Request)
  - Topics not anticipated in the 48 hour posting

**OTHER:**

- Reminder: The Turners Falls Power Canal service outage will take place Monday, September 19, 2022 through September 24, 2022
- Reminder: FCSWMD Hazardous Waste Collection Day, Saturday, September 24, 2022

**Next Selectboard Meeting:** Monday, September 26, 2022 at 6:30 PM via ZOOM



## Town of Montague

Clean Water Facility  
34 Greenfield Road  
Montague MA 01351-9522  
[wpcf.supt@montague-ma.gov](mailto:wpcf.supt@montague-ma.gov)

(413) 773-8865  
FAX: (413) 774-6231

TO: Town Administrator, Selectboard, Tax Collector  
FROM: Chelsey Little, Superintendent CWF  
DATE: September 15, 2022

### Sewer Rates FY 2023

Rates I through IV reflect a proposed **11.54%** increase.

I.	Gill, Industrial Customers	<b>Proposed Rate: \$15.68/1000 gallons</b> Previous Rate: \$14.06/1000 gallons
II.	T. Falls, Mont. Center, Mont. City, Lake Pleasant	<b>Proposed Rate: \$16.94/1000 gallons</b> Previous Rate: \$15.19/1000 gallons
III.	12-month Flat Rate	<b>Proposed Rate: \$937.44/FY</b> Previous Rate: \$840.45/FY
IV.	Millers Falls	<b>Proposed Rate: \$16.94/1000 gallons</b> Previous Rate: \$15.19/1000 gallons

### Septage

In Town & Town of Gill: = \$80/1,000 gallons  
Out of Town: = \$110/1,000 gallons

### Trucked-in Sludge

=Price to be negotiated between Town&FCSWMD

### Other

Interest Rate – 14% per Annum  
Demand Charge - \$5.00  
Minimum Bill - \$142.77/FY

TOC	FY2020	FY21	FY22	FY23
	Actuals	Budget Actual Rev	Budget Est Rev	Budget Est Rev
Amount Needed (from budget requests)	2,535,727.00	2,419,509.00	-	2,872,377.00
WPCF Tax Liens Redeemed	253,261.08	3,444.54		
WPCF Sewer Liens Redeemed	107,621.26	112,117.60		
WPCF Interest & Demands	66,825.37	15,558.03		10,000.00
WPCF Industrial Sewer	460,864.76	370,134.11	400,000.00	350,000.00
WPCF Residential Sewer	1,575,572.53	1,709,955.71	1,833,840.00	1,752,953.00
WPCF Septage Fees	53,327.50	49,121.00	100,000.00	175,000.00
WPCF Biosolids Handling				40,000.00
WPCF Investment Income	3.01	3.00		
WPCF Misc Revenue	1,923.08	317.16		
WPCF MWPAT Subsidy				
WPCF Bond Premiums	2,927.30			
WPCF Transfer from GF-I&I	215,000.00	220,559.00	251,228.00	266,439.00
WPCF Transfer from CPF		124,560.47		
Total	2,737,325.89	2,605,770.62	2,585,068.00	2,594,392.00
Retained Earnings to reduce rates				
WPCF Operating Budget			1,751,791.00	1,957,155.00
WPCF DPW Subsidiary			50,800.00	50,800.00
WPCF Debt			514,047.00	505,270.00
WPCF Employee Benefits			270,333.00	359,152.00
remove MF overage				(55,000.00)
Special Articles from SUF				59,507.00
			2,586,971.00	2,876,884.00
			(751,228.00)	(831,439.00)
			1,835,743.00	2,045,445.00
			75,787.29	211,605.00
			4.43%	11.54% rate
			4.43%	8.29%

\*Major updates: LL cutting back production 25%  
sludge disposal fees increased  
electricity increase  
union benefits increase

13.72%



**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 Ann Fisk / Sencida Bautista

Name of business/group sponsoring proposed event if applicable: First Congregational Church of Montague, Trinitarian

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

Address 4 North St, P.O BOX 65, Montague, MA 01351

Contact phone 413-512-0304 Contact email Shollow25@comcast.net

FID 04-6042154

Dates of proposed event Saturday, Oct 8 Location: Montague Common & North St

Hours 9:00-4:00 Set Up: 8:00 ~~10:00~~ Clean Up: 5:00

Approximate number of people expected to attend 200

What provisions will be made regarding clean up of site? Church Personnel will clean UP

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other Fall Festival

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

Live music in front of church, car show on North St,  
Games & vendor Booths on Common, Painting  
Pumpkins on Common

Signature of applicant S Bautista

Date 9/14/2022

License fees:

Monday – Saturday = \$25.00 per day


Sunday = \$50.00

BOARD OF SELECTMEN – Approval

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

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

POLICE CHIEF - Approval / Comments

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

Date: 9-14-22

BOARD OF HEALTH – Approval / Comments

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2022

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> Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	<b>CONTACT NAME:</b> Tanner J Finnell <b>PHONE (A/C, No, Ext):</b> 1-800-554-2642 Option 1 <b>E-MAIL ADDRESS:</b> customerservice@churchmutual.com	<b>FAX (A/C, No):</b> 855-264-2329
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> FIRST CONGREGATIONAL CHURCH  4 NORTH ST  MONTAGUE MA 01351-8931	<b>INSURER A:</b> Church Mutual Insurance Company	18767
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		0310924-21-291149	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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	N/A				PER STATUTE    OTH-ER 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)

10/08/22, Fall Festival, A220 SAAP 505

**CERTIFICATE HOLDER**                      **CANCELLATION**

Town of Montague 1 Avenue A  Turner Falls MA 01376-1168	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Tanner Finnell</i>
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# Google Maps 4 North St



Map data ©2022 50 ft





*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)**

**\*\*REVISED\*\***

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: Jon Dobosz

Address of applicant: 56 First St., Turners Falls, MA 01376

Phone # of applicant: 863-3216

Name of organization: Montague Parks & Recreation Department

Name of legally responsible person: Town of Montague

Location of assembly: Montague Center Village Common & Streets/Roads (see attached)

Date of assembly: Saturday, December 31, 2022

Time of assembly: Begin: 7:00am End: 2:00pm

Number of expected participants: 200

If a procession/parade:

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

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

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

Subject of demonstration: Annual Sawmill River 10K Run

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

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

\*\*\*\*\*Signatures:

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Comments/Conditions: **Initially planned for Saturday, October 8, we would like to move the date of our Annual Sawmill River 10K Run to Saturday, December 31, 2022.** The Sawmill Run is a USA Track & Field (USATF) sanctioned road race that attracts approximately 150 – 200 runners every New Years Day. The entire race route will take place in the village of Montague Center, and will be a distance of 6.2 miles. The Parks & Recreation Department utilizes this event as a major fundraiser for its Sponsor-A-Child Scholarship Program.

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MPRD will be utilizing the Montague Common Hall as its central location; registration, communication, food service, award presentations, and possible entertainment. The race will begin at 10:00am near the Montague Center Town Common (Center St.), and will follow a route that includes Greenfield Rd, Ferry Rd., South Ferry Rd., Meadow Rd., Old Sunderland Rd., and Main St. (map included). Race day registration will begin at 9:00am, so runners and volunteers will start to arrive around 8:00am. Between runners, volunteers and spectators, there may be well over 200 people in the village common area at one time.

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Additional Comments:

A few minutes prior to the starting signal, vehicular traffic traveling south on Turners Falls Rd. (after coming over the railroad bridge) will either be diverted down Swamp Rd. or Depot St. **by a police officer.** Said diversion will take approximately 5 – 10 minutes, then the road will re-open for regular vehicular traffic. Food needing to be cooked will be done so at the First Congregational Church kitchen across the common in Montague Center. It will then be transported over to the Common Hall. All food and beverage served is included in the entrance fee of the race. Alcohol will not be served during the event. The race route will also be treated with sand prior to the race.

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## STANDARD CONTRACT

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and **Scott Dixon of Tailblock Coping Company**, with an address of **96 Canal St., Brattleboro, VT 05301**, hereinafter referred to as "Contractor", effective as of the **12** day of **August**, **2022**. In consideration of the mutual covenants contained herein, the parties agree as follows:

### ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **Unity Skate Park Safety Repairs** services, including the scope of services set forth in Attachment A.

- 1) Repointing mortar joints between the coping in the bowl in addition to soft grinding of joints, applying anchoring epoxy between all joints, rub brick and lacquer application in the bowl coping.
- 2) Repair of hip which will include, cutting out a boxed-out section surrounding the defect, applying rebar, and the pouring and appropriate shaping of the concrete similar to the original design.

### ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing **July**, **2022** through **October 31, 2022**.

### ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 1,800.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims

arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor 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.

**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

	Bodily Injury Liability: \$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence \$1,000,000 per occurrence; \$3,000,000 aggregate

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence \$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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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an "additional insured" and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: 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.

**ARTICLE 14: 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.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.



**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Scotty Dixon, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

542-31-6636  
Social Security Number or  
Federal Identification Number

Scotty Dixon  
Signature of Individual or  
Corporate Name

By: \_\_\_\_\_  
Corporate Officer  
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

SCOTT DIXON

\_\_\_\_\_

OWNER OPERATOR  
Printed Name and Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to Availability of Funds:



**Budget and Program Revision Form**

<b>Community/Grantee:</b> MONTAGUE	<b>Original Award:</b> \$675,519
<b>Program Name/Year:</b> CDF-G-2020-MONTAGUE <b>Grant #:00896</b>	<b>Revision #: E-2</b> P-number (program revision) B-number (budget revision) E-number (extensions)
<b>Contract End Date:</b> 09 / 30 / 22	<b>Date Revision Submitted:</b> 09 / 13 / 22

**This request is for the following change(s).** Grantee check all “Requested” that apply; DHCD will initial those that are approved in the approved column

<b>Grantee Requested</b>	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	<b>DHCD Approved</b>
	<b>Budget Amendment to increase the grant award to \$ _____</b>	
	<b>Budget Revision for:</b>	
	<ul style="list-style-type: none"> <li>Change in administrative dollars</li> </ul>	
	<ul style="list-style-type: none"> <li>Transfer of funds from construction to non-construction or vice versa</li> </ul>	
	<ul style="list-style-type: none"> <li>Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000</li> </ul>	
<b>X</b>	<b>Program Extension (to increase period of availability of funds/period of performance) to 12 / 31 / 2022</b>	
	<ul style="list-style-type: none"> <li>This extension will extend period of performance beyond the end of the term of the current grant agreement</li> </ul>	
	<b>Program Revision for:</b>	
	<ul style="list-style-type: none"> <li>Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.</li> </ul>	
	<ul style="list-style-type: none"> <li>Changes in key personnel</li> </ul>	
	<ul style="list-style-type: none"> <li>For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award</li> </ul>	
	<ul style="list-style-type: none"> <li>Other, specify</li> </ul>	

**This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as “approved” or “approved with revisions” by The CDBG Program Director and returned to me.**

	<b>Richard Kuklewicz; Selectboard Chair</b>
<b>Authorized Signature for Grantee:</b>	<b>Date</b> 09 / 12 / 22 <b>Print Name &amp; Title:</b>


# Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_ Employee # \_\_\_\_\_  
Chief of Police: X C. Scullia

**General Information:**

Full name of employee: <u>Anna Morin</u>	Department: <u>Police</u>
Title: <u>911 Police Dispatcher</u>	Effective date of change: <u>10/2/22</u>

**New Hire:**

Permanent: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	If temporary, estimated length of service: _____
Hours per Week: <u>37.69</u>	Union: <u>NAGE</u>
Pay: Grade <u>B</u> Step <u>1</u>	Wage Rate: <u>18.26</u>
<u>to change to DI once training complete.</u>	
Board Authorizing: _____	Date of Meeting: _____

**Grade/Step/COLA Change:**

Union: _____	
Old Pay: Grade _____ Step _____	Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Notes: _____	

**Termination of Employment:**

Resignation: _____	Layoff: _____	Involuntary Termination: _____
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**Other:**

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
_____ Other/Specify: _____	Termination Date: _____

**Copies to:**

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



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# MONTAGUE BOARD OF HEALTH

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One Avenue A · Turners Falls, MA 01376

Telephone 413- 863-3200 Ext. 205 · Fax 413 -863 -3225

DANIEL WASIUK  
DIRECTOR OF PUBLIC HEALTH

September 13, 2022

Selectboard  
Town of Montague

Dear Selectboard Members,

Please accept this letter as my resignation from the Town of Montague. My final day as Director for the Health Department will be October 6, 2022.

Thank you for giving me the opportunity to work in this position and for the ability to serve the Town of Montague. I have gained much here and have thoroughly enjoyed working with everyone.

Please let me know how I can be of assistance with the transition period. I wish you all the best.

Sincerely,

Daniel Wasiuk  
Director  
Montague Health Department

*The Town of Montague is an Equal Opportunity Provider and Employer*

**EMPLOYMENT AGREEMENT BETWEEN  
THE TOWN OF MONTAGUE  
AND  
WALTER RAMSEY**

**This Agreement**, entered into this 19<sup>h</sup> day of September 2022, by and between the TOWN OF MONTAGUE, Massachusetts, a municipal corporation, having a usual place of business at Town Hall, One Avenue A, Turners Falls, Massachusetts, hereinafter referred to as "Town", acting through its Selectboard, hereinafter referred to as "Selectboard", and WALTER RAMSEY, hereinafter referred to as "Employee", WITNESSETH:

WHEREAS, the Town desires to engage the services of Employee to hold the position of Assistant Town Administrator of the Town of Montague.

WHEREAS, Employee is willing to undertake and perform the duties of said position of Assistant Town Administrator.

NOW THEREFORE, in consideration of the mutual agreement hereinafter set forth, the parties hereto agree as follows;

**1. Duties**

- A. The Town agrees to employ Employee in the position of Assistant Town Administrator to perform the functions and duties specified in the Job Description attached hereto and marked Exhibit "A" and to perform other legally permissible and proper duties and functions as the Selectboard or Town Administrator may from time to time assign.

**2. Term**

- A. The terms of this Agreement shall remain in effect from October 3, 2022 through October 2, 2025.
- B. Employee shall serve an initial Probationary Period of one (1) year, during which time he may be removed by the Selectboard, with or without cause.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Selectboard to terminate the services of Employee at any time subject only to the provisions set forth in Section 4, Paragraph A of this Agreement.

- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the Town, subject only to the provisions set forth in Section 4, Paragraph B, of this Agreement.
- E. Employee agrees to remain in the employ of the Town from the commencement date of this contract from October 3, 2022 until October 2, 2025 and neither to accept other employment nor to become employed by other employer until said termination date is affected as hereinafter provided.

### **3. Hours of work**

- A. Employee's work week shall ordinarily consist of thirty-seven and one-half (37.5) hours, beginning on Mondays and ending on Thursdays, including the hours required by mandatory attendance at Selectboard meetings. For the purpose of attendance reporting, expected daily hours are as follow: Monday - 11 hours, Tuesday - 8.5 hours, Wednesday - 9.5 hours, and Thursday - 8.5 hours.
- B. It is recognized that the duties of the position often require attendance at one or more additional night or Friday meetings. Employee shall be allowed to take compensatory time off for such meetings within the policy guidelines established by the Board, and when workload permits. The current guidelines provide for accumulation of comp time up to a maximum of 75 hours, but are subject to change by Selectboard vote.
- C. Any planned time off shall, to the extent possible, be reported to the Town Administrator at least 5 working days before requested time off. Employee will coordinate time off so coverage is in place by other Selectboard Office staff and to the extent possible avoid overlapping time off with the Town Administrator.

### **4. Discipline and Termination**

- A. The Selectboard may discipline or discharge Employee for cause during the term of this Agreement.
- B. In the event Employee voluntarily resigns his position with the Town before expiration of the expiration of this Agreement, then Employee shall give the Selectboard a minimum of thirty (30) days' written notice in advance, unless the parties otherwise agree.
- C. Termination for cause or resignation shall render this Agreement void for the remainder of its term.

## **5. Salary**

The Town agrees to pay Employee for his services a base salary of \$86,924 for FY23 in accordance with Grade I, Step 2 of the Town's Compensation Schedule as of the date of this contract. Employee shall be entitled to annual step increases at the beginning of each subsequent fiscal year in accordance with the Compensation Schedule. He shall receive any scheduled cost-of-living adjustment, or other additional compensation, which may be granted by the Selectboard to other non-union personnel, subject to Town Meeting appropriation or consent, where applicable, during the term of this Agreement.

Employee shall be considered an exempt employee for purposes of the federal Fair Labor Standards Act ("FLSA")

## **6. Vacation, Sick Leave and Personal Leave**

- A. Employee shall be entitled to take up to four (4) weeks of vacation with pay during each year of this Agreement. Such vacation shall be taken at such time, or times, approved by the Town Administrator. Up to one (1) week of vacation may accumulate from one year to the next if not all is taken in a given fiscal year.
- B. Employee shall be entitled to health and life insurance, and sick leave benefits as provided to other non-affiliated employees of the Town, including a sick leave buyback of up to twenty five percent (25%) of an employee's unused sick leave upon an approved retirement under the town's retirement plan. The amount of the buyback shall not exceed Thirty-Five Hundred Dollars (\$3,500.00).
- C. Employee shall be entitled to holiday and personal leave benefits as provided to other non-affiliated management employees of the Town, as permitted by policy or By-Law, without a waiting period.

## **7. Other Benefits**

- A. Employee shall also be entitled to any bereavement, insurance, deferred compensation, or any other benefits generally available to other non-affiliated management employees as permitted by policy or By-Law, unless specifically addressed by this Agreement.
- B. Employee shall be eligible for flex time in accordance with the Town's Compensatory Time Policy.



**8. General Provisions**

- A. The text herein shall constitute the entire Agreement between the parties. If any provision or portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- B. This Agreement may be amended at any time by mutual consent of the parties except as otherwise provided herein. No changes to the express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed. This contract is subject to continued funding by Montague Town Meeting.
- C. If the employee is at any time absent without leave from his duties for a period of seventy-two (72) hours or more, Employee may be deemed to have voluntarily resigned. Said determination to be made at the option of the Selectboard.
- D. This Agreement shall be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its corporate name by the Selectboard and Walter Ramsey has set his hand and seal, as of the day and year first written above.

Selectboard

Employee

\_\_\_\_\_  
Richard Kuklewicz, Chair

\_\_\_\_\_  
Walter Ramsey

\_\_\_\_\_  
Christopher Boutwell, Vice Chair

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

\_\_\_\_\_  
Matthew Lord, Secretary

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

**SPECIAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
OCTOBER 13, 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 Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Thursday, October 13, 2022, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

**ARTICLE 1.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$37,940, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the New England Police Benevolent Association for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 2: Placeholder.**

**ARTICLE 3.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$xx,xxx, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the United Electrical, Radio and Machine Workers of America, Local 274 for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 4.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$xx,xxx, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the National Association of Government Employees for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 5.** To see if the Town will vote to amend the vote taken pursuant to Article 7 of the May 7, 2022 Annual Town Meeting by increasing the annual salary of the Treasurer/Tax Collector to \$xx,xxx and increasing the annual salary of the Town Clerk to \$xx,xxx, or to pass any vote or votes in relation thereto.

**SCHEDULE I  
Elected Officials**

<u>TITLE</u>	<b>FY23 CURRENT</b>	<b>FY23 REQUESTED</b>
<b>TREASURER/COLLECTOR</b>	72,824*	\$xx,xxx **
*Grade G -old Step 9		
**Grade G – new Step 8		
 <b>TOWN CLERK</b>	 76,139***	 \$xx,xxx ****
***Grade G – old Step 11		
****Grade G - new Step 10		

(Selectboard Request)

**ARTICLE 6.** To see if the Town will vote to amend the vote taken pursuant to Article 8 of the May 7, 2022 Annual Town Meeting by changing the wage ranges for the following Non-Union employees as shown, or to pass any vote or votes in relation thereto.

**SCHEDULE II  
Appointed Officials**

	<u>Grade</u>	<u>Current FY2023</u>		<u>Requested FY2023</u>	
		Start	End	Start	End
<u>SALARIED</u>					
TOWN ADMINISTRATOR	J	95,616	117,673		
ASSISTANT TOWN ADM	I	86,924	106,976		
TOWN ACCOUNTANT	G	62,170	76,139		
CHIEF OF POLICE	I	86,924	106,976		
DPW SUPERINTENDENT	H	79,000	97,250		
DIRECTOR OF HEALTH	G	62,170	76,139		
LIBRARY DIRECTOR	G	62,170	76,139		
MCWF SUPERINTENDENT	H	79,000	97,250		
<u>HOURLY</u>					
EXECUTIVE ASSISTANT	E	23.11	28.44		
POLICE LIEUTENANT	G+8.5%	37.85	41.99		
POLICE CUSTODIAN	A	15.49	19.06		

**Informational Only: Fiscal Year 2023 budgeted wages**

TOWN ADMINISTRATOR	xx,xxx	DPW SUPERINTENDENT	xx,xxx
ASSISTANT TOWN ADM	xx,xxx	DIRECTOR OF HEALTH	xx,xxx
TOWN ACCOUNTANT	xx,xxx	LIBRARY DIRECTOR	xx,xxx
CHIEF OF POLICE*	xx,xxx	MCWF SUPERINTENDENT	xx,xxx

POLICE LIEUTENANT                    xx,xxx    POLICE CUSTODIAN                    xx,xxx  
EXECUTIVE ASSISTANT                xx,xxx

\*includes add'l 20% educational incentive pay for Police Chief

**ARTICLE 7.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$xx,xxx, or any other amount, for the purpose of funding a Wage Adjustment for the pay schedule for elected officials shown on Schedule I for Fiscal Year 2023 as set forth under Article 4 of this warrant and non-union employees shown on Schedule II for Fiscal Year 2023 as set forth under Article 5 of this Warrant, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 8.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 9.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$3,684, or any other amount, for the purpose of paying prior year bills of the Clean Water Facility operating budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 10.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,432, or any other amount, for the purpose of increasing the Sealer of Weights FY2023 budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 11.** To see if the Town will vote to establish a special purpose Opioid Settlement Stabilization Fund in accordance with MGL Chapter 40 Section 5B and further to see if the Town will vote to accept the provisions of the fourth paragraph of MGL Chapter 40 Section 5B and pursuant to such acceptance to dedicate all or a percentage, which may not be less than 25 percent, of the opioid settlement revenues to said Opioid Settlement Stabilization Fund, effective for the fiscal year beginning July 1, 2023, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 12.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$22,000, or any other amount, for the purpose of designing and constructing the replacement of the Colle Building roof and any related improvements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 13.** To see if the Town will vote to amend Section 6 of Article II of the Town of Montague General Bylaws, pursuant to the Capital Improvements Committee, with the deletions as shown in ~~strikeout~~ and additions shown **bold** below or pass any vote or votes in relation thereto.

Section 6: Capital Improvements Committee: There shall be a Capital Improvements Committee consisting of ~~one member appointed by and from the Planning Board, and four additional~~ **five** members to be appointed by the Moderator for a term of one year each, with powers and duties to include (a) to conduct an annual review of the capital improvements program of the Town as well as proposals for the construction of municipal buildings and acquisition of property, (b) to make recommendations to the Town Meeting regarding the above, and (c) to prepare an annual report. **The terms of the existing members of the Capital Improvements Committee shall terminate on June 30, 2023 and the Moderator shall appoint five individuals to fill those positions for one year terms beginning on July 1, 2023.**

(Capital Improvements Committee Request)

**ARTICLE 14.** To see if the Town will vote to rescind the vote taken pursuant to article #9 of the December 16, 2008 Town Meeting, which accepted the provisions of Chapter 653 of the Acts of 1989. Said Chapter 653, which was codified as Massachusetts General Law, Chapter 59, Section 2A, allowed new growth from Jan 2<sup>nd</sup> to June 30<sup>th</sup> to be deemed part of real property as of January 1<sup>st</sup> or pass any vote or votes in relation thereto.

(Town Accountant Request)

**ARTICLE 15.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$60,000, or any other amount, for the purpose of designing, constructing, and installing improvements to floors in the Hillcrest Elementary School and any related improvements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(GMRSD Request)

**ARTICLE 16.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$22,100, or any other amount, for the purpose of increasing the FY2023 budgets for the following departments to accommodate expected increases in electricity costs, or pass any vote or votes in relation thereto.

190 Public Building Utilities 18,000

610 Libraries	4,000
693 Memorials	100

(Selectboard Request)

**ARTICLE 17.** To see if the Town will vote to reduce the FY2023 MEDIC Budget by \$3,077, or any other amount, (the pro-rated amount of the unused MEDIC stipend) or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 18.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$12,000, or any other amount, for the purpose of funding professional engineering services associated with the closure of the Burn Dump Landfill on Sandy Lane, or pass any vote or votes in relation thereto.

(Town Planner Request)

Given under our hands this 26<sup>th</sup> day of September in the Year of Our Lord Two Thousand and Twenty-Two.

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Richard Kuklewicz, Chairman  
Selectboard, Town of Montague

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Matthew Lord

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Christopher M. Boutwell, Sr.

Franklin, ss Montague, MA September , 2022

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least fourteen days before said meeting as within directed.

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Constable of Montague



# 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



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. 110  
FAX (413) 863-3231

K&G Remodeling, Inc.  
2 Marcy Lane  
North Grosvenordale, CT 06255  
Attn: Karol Wojtowicz, President

September 15, 2022

RE: **Notice of Award** – Montague Town Hall Roof Replacement

Dear Mr. Wojtowicz:

The Town of Montague, acting through its Selectboard, has authorized issuance of this letter as a Notice of Award with respect to the Montague Town Hall Roof Replacement Project, accepting both the base bid (\$136,250) and alternate #1 (\$1,000) for a total project cost of \$137,250. We look forward to working with your team on this important project.

Attached to this letter are several documents, including the Awarding Authority/Contractor Agreement, Payment Bond, Form of Corporate Vote, and Equal Employment Certification. Please complete, sign, and return these materials to my attention at your earliest convenience. Ideally, we would have them in hand (scanned copy is fine) by Monday, September 19, as the Selectboard wishes to counter-sign the agreement and authorize the Notice to Proceed that night. Please let me know if this presents any issues.

Feel free to contact me at (413) 863-3200 x110, or outside normal business hours at (413) 530-6496, if you have any questions.

Best regards,

Steven Ellis  
Town Administrator  
Town of Montague