

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

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/99264502976>

Meeting ID: 992 6450 2976 Password: 809676

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

Monday, February 8, 2021

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Board of Health Chair opens the meeting, roll call taken
3. 6:31 Approve Minutes:
 - Joint Selectboard and Board of Health: February 1, 2021
4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 Pole Location Hearing
 - Eversource is requesting 1 new pole and anchor along Park St. to support the line angle for line upgrade and voltage conversion. Pole will be located across the street from existing pole 9
6. 6:40 Pole Location Hearing
 - Eversource is requesting 1 new pole and anchor near the intersection of Park St. and L St. to support the line angle for line upgrade and voltage conversion. Pole will be located across the street from existing pole 15
7. 6:45 Pole Location Hearing (Continued from January 25, 2021)
 - Eversource is requesting 2 new poles along Unity St. and Broadview Heights to reduce excessive span distances for line upgrade and voltage conversation. Poles will be located along existing 3-phase line underneath the existing wire
8. 6:50 Jon Dobosz, Parks & Recreation Director
 - Winter Programs
 - Use of Public Property: "Drive-thru" Peter Cottontail's EGGstravaganza, April 3, 2021, 12:30 PM to 2:30 PM
9. 7:00 COVID-19 Updates and Action Items
 - Update on Montague COVID case counts and other summary data
 - Review Reopening Plan Relative to any changes in trends
 - Update on Vaccine Distribution
 - Review of any Updated State Guidance or Orders

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE
Monday, February 8, 2021
Page 2**

10. 7:15 Chelsey Little, WPCF Superintendent
 - Sewer Abatement Requests, First Half FY21 Billing
11. 7:25 Josh Goldman, Flower Power
 - 180 Industrial Blvd. Option Extension
12. 7:35 February 25, 2021 Special Town Meeting
 - STM Planning updates
 - Special Town Meeting Warrant – To approve and execute draft warrant, attached hereto
13. 7:45 Town Administrator's Report
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

- Selectboard Meeting, **MONDAY, FEBRUARY 22, 2021, 6:30 PM** via Zoom
- French King Bridge Public Hearing Webinar: February 25, 2021, 8:00 AM
<https://www.mass.gov/event/ervinggill-design-public-hearing-webinar-and-comment-period-2021-02-25t000100-0500-2021-02>

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

5

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

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

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

Eversource is requesting 1 new pole and anchor along Park St to support the line angle for line upgrade and voltage conversion. Pole will be located across the street from existing pole 9.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan field herewith and made a part hereof marked – **4553996**.

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

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

EVERSOURCE ENERGY

By Joe McCarthy
TRC Companies

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 3rd day of December, 2020.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

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

Notice having been given and a public hearing held, as provided by law, IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated this 3rd day of December, 2020.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **4553996** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

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

Eversource is requesting 1 new pole and anchor along Park St to support the line angle for line upgrade and voltage conversion. Pole will be located across the street from existing pole 9.

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

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Montague**, Massachusetts held on the 8 day of February, 2021.

Clerk of Selectmen

We hereby certify that on February 8 2021, at 6:35 o'clock AM, at Via zoom a public hearing was held on the petition of **EVERSOURCE ENERGY** and **VERIZON NEW ENGLAND INC.** for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the Town of

Montague
Massachusetts.

CERTIFICATE

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

Attest:

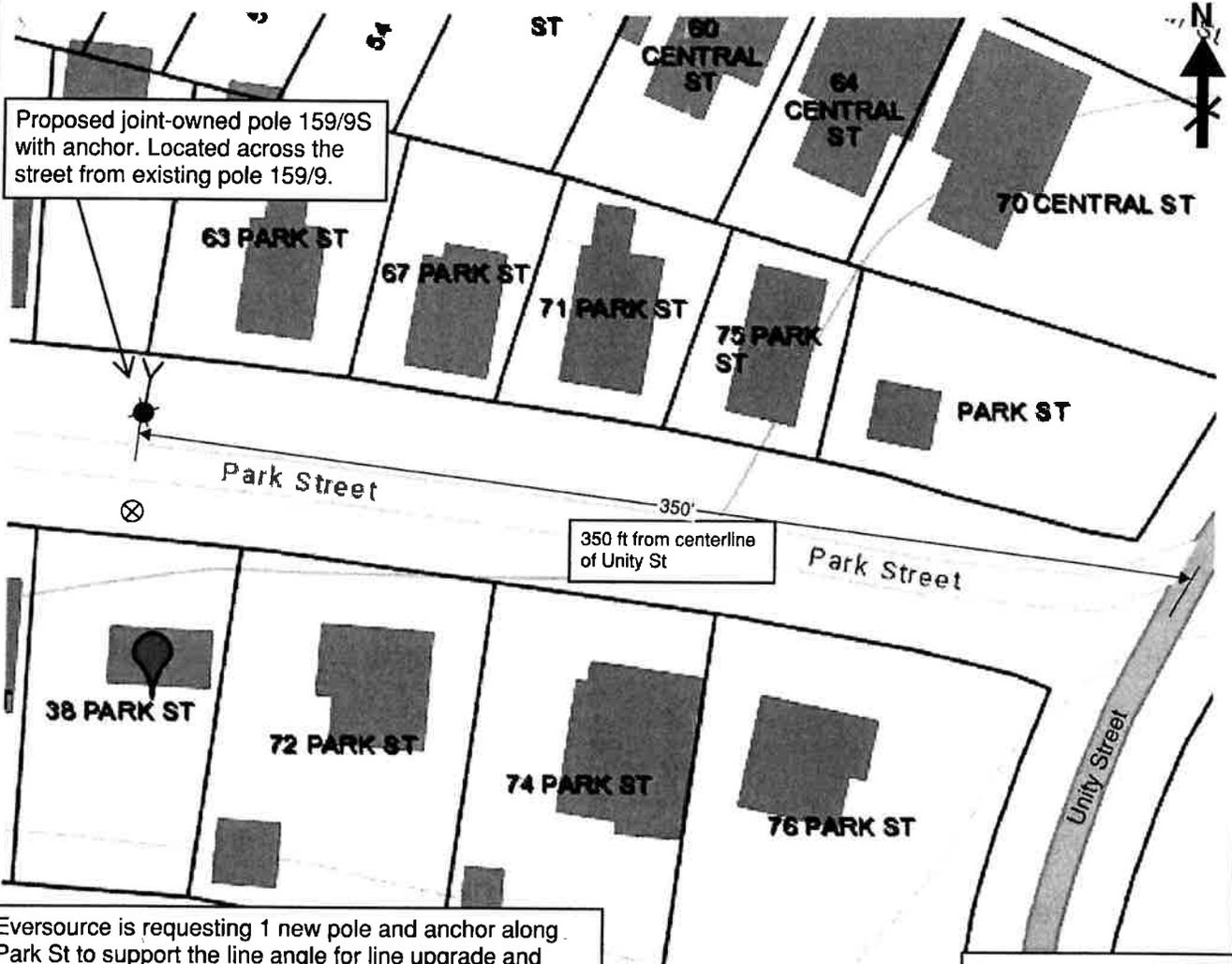
Town Clerk

Eversource

EVERSOURCE ENERGY

TOWN
MONTAGUE, MA (TURNERS FALLS)

STREET
PARK ST



Eversource is requesting 1 new pole and anchor along Park St to support the line angle for line upgrade and voltage conversion. Pole will be located across the street from existing pole 9.

Drawn By: Joe McCarthy, TRC
781-820-9045
jmccarthy@trccompanies.com

LEGEND

- PROPOSED JOINT POLE
- PROPOSED SOLE-OWNED ELECTRIC POLE
- EXISTING JOINT POLE
- EXISTING SOLE-OWNED ELECTRIC POLE
- PROPOSED ANCHOR
- EXISTING ANCHOR
- PROPERTY LINE

DRAWN BY 	W.O.# 4553996	DISTANCES ARE APPROXIMATE NOT TO SCALE	PETITION NO.
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PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

6

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

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

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

Eversource is requesting 1 new pole and anchor near the intersection of Park St and L St to support the line angle for line upgrade and voltage conversion. Pole will be located across the street from existing pole 15.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked – **4553996**.

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

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

EVERSOURCE ENERGY

By Joe McCarthy
TRC Companies

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 9th day of December, 2020.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

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

Notice having been given and a public hearing held, as provided by law, IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated this 9th day of December, 2020.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **4553996** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

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

Eversource is requesting 1 new pole and anchor near the intersection of Park St and L St to support the line angle for line upgrade and voltage conversion. Pole will be located across the street from existing pole 15.

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

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Montague**, Massachusetts held on the 8 day of February, 2021.

Clerk of Selectmen

We hereby certify that on February 8 2021, at 6:40 o'clock PM, at via zoom a public hearing was held on the petition of **EVERSOURCE ENERGY** and **VERIZON NEW ENGLAND INC.** for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the Town of

Montague

Massachusetts.

CERTIFICATE

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

Attest:

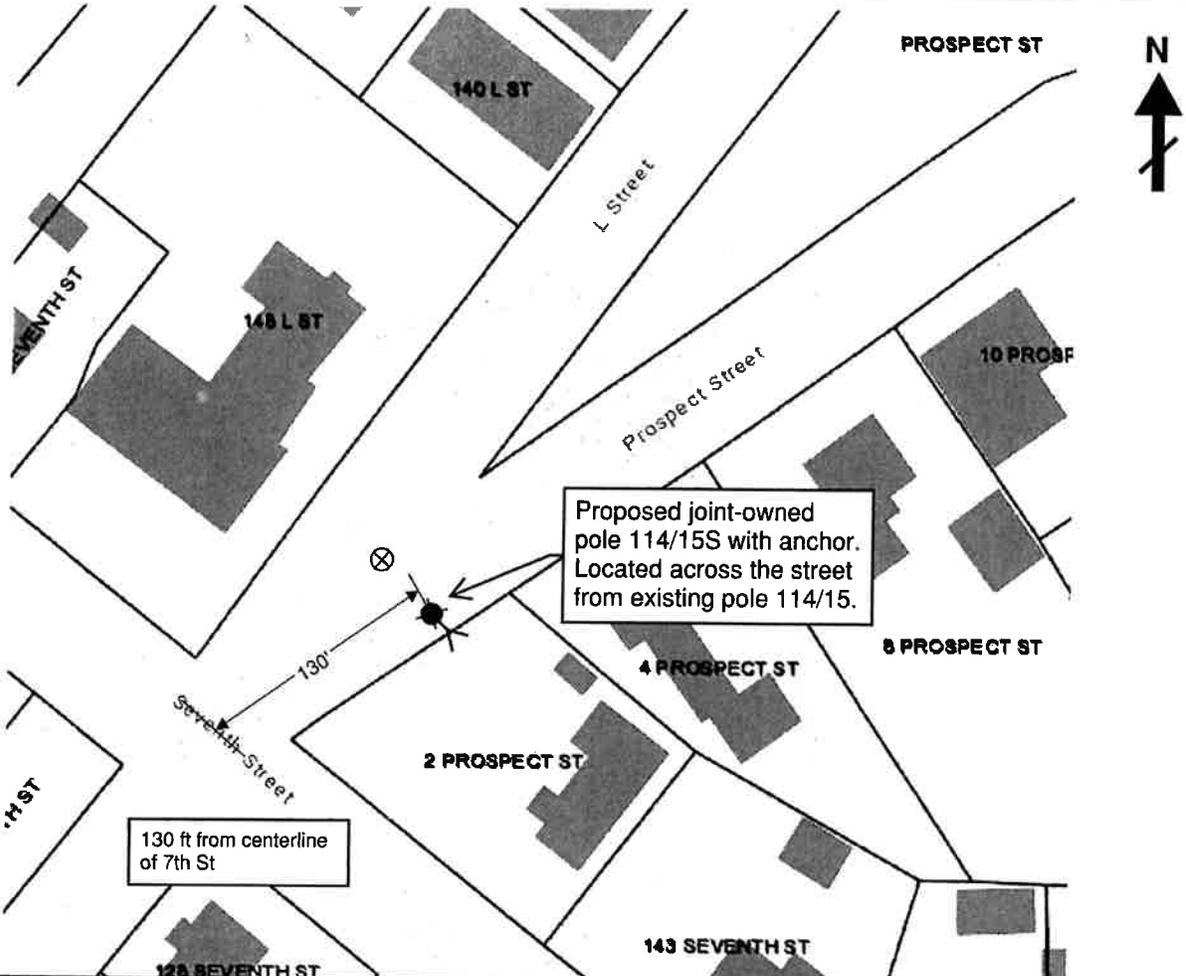
Town Clerk

Town

EVERSOURCE ENERGY

TOWN
MONTAGUE, MA (TURNERS FALLS)

STREET
PROSPECT



Eversource is requesting 1 new pole and anchor near the intersection of Park St and L St to support the line angle for line upgrade and voltage conversion. Pole will be located across the street from existing pole 15.

Drawn By: Joe McCarthy, TRC
781-820-9045
jmccarthy@trccompanies.com

LEGEND

- PROPOSED JOINT POLE
- PROPOSED SOLE-OWNED ELECTRIC POLE
- EXISTING JOINT POLE
- EXISTING SOLE-OWNED ELECTRIC POLE
- PROPOSED ANCHOR
- EXISTING ANCHOR
- PROPERTY LINE

DRAWN BY 	W.O.# 4553996	DISTANCES ARE APPROXIMATE NOT TO SCALE	PETITION NO.
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PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

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

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

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

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

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

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

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

EVERSOURCE ENERGY

By Joe McCarthy
TRC Companies

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 2nd day of December, 2020.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

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

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

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

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

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

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

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Montague**, Massachusetts held on the 25 day of January, 2021. & 8
February 2021


Clerk of Selectmen

We hereby certify that on February 8 2021, at 6:45 o'clock PM, at via zoom a public hearing was held on the petition of **EVERSOURCE ENERGY** and **VERIZON NEW ENGLAND INC.** for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.



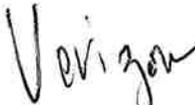
Selectmen of the Town of Montague
Massachusetts.

CERTIFICATE

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

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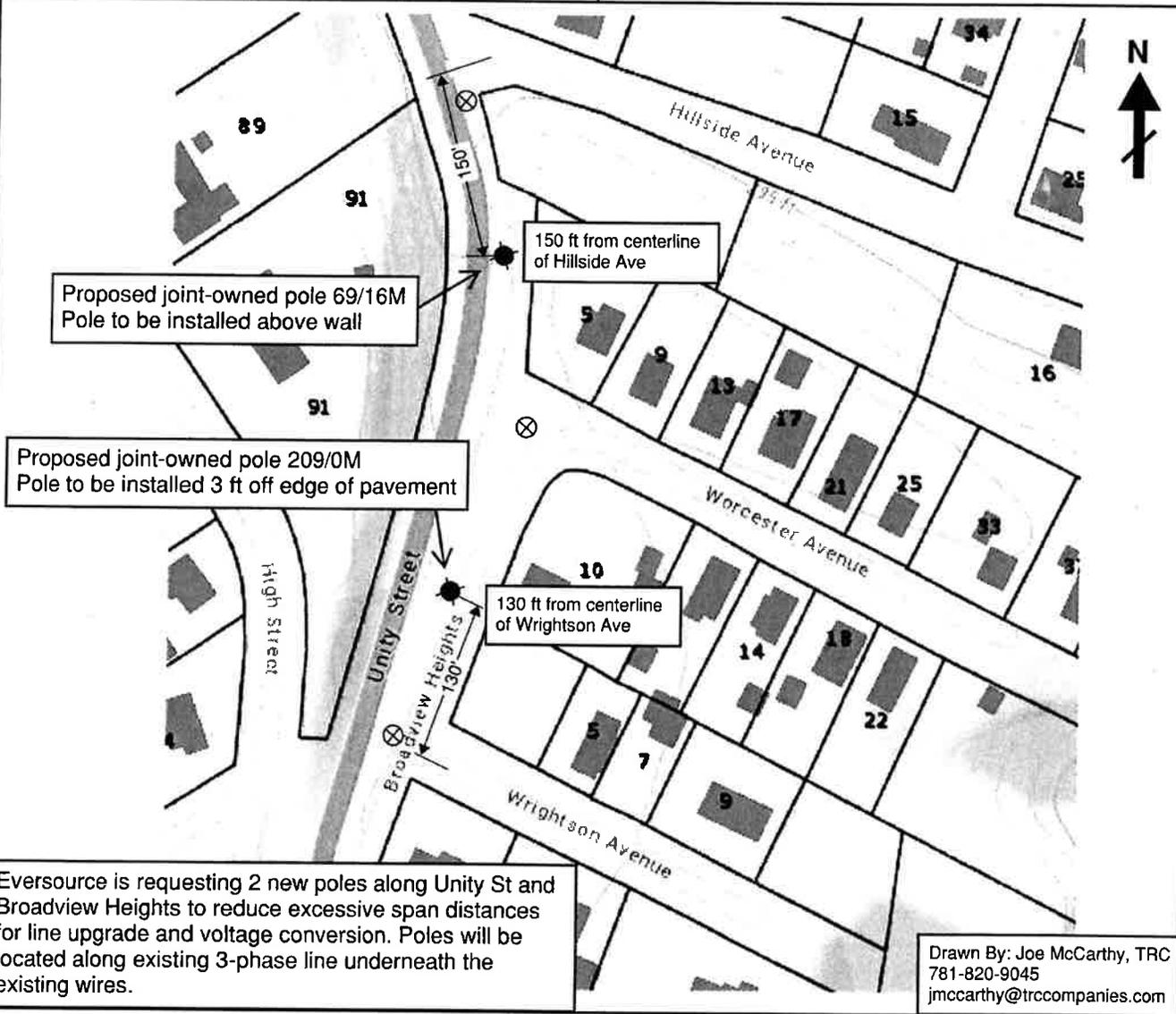
Town Clerk



EVERSOURCE ENERGY

TOWN
MONTAGUE, MA (TURNERS FALLS)

STREET
UNITY ST AND BROADVIEW HEIGHTS



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

LEGEND

- PROPOSED JOINT POLE
- PROPOSED SOLE-OWNED ELECTRIC POLE
- ⊗ EXISTING JOINT POLE
- EXISTING SOLE-OWNED ELECTRIC POLE
- PROPOSED ANCHOR
- EXISTING ANCHOR
- PROPERTY LINE

DRAWN BY 	W.O.# 6A031663 (WR# 3473173)	DISTANCES ARE APPROXIMATE NOT TO SCALE	PETITION NO.
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WendyB-Montague Board of Selectmen

From: Jonathan Dobosz
Sent: Wednesday, February 03, 2021 10:09 AM
To: WendyB-Montague Board of Selectmen
Subject: Monday Selectboard
Attachments: MPRD 2021 Youth Basketball Health Protocols for Parents & Caregivers Revised January 2021.pdf; MPRD Aquatics Program Health Protocols January 2021 Revision.pdf; EGGstravaganza Drive-Thru APPLICATION-REGISTRATION FOR ASSEMBLY[1].pdf

Hello,
Would you be able to place me on the agenda for Monday evening's meeting? I would like to discuss offering winter programs with permission from the Selectboard/Board of Health, in addition to a Peter Cottontail's Drive-Thru EGGstravaganza. It may take about 10 minutes....

Jon Dobosz, CPRP, CPO
Director of Parks & Recreation
Montague Parks & Recreation Dept.
56 First St.
Turners Falls, MA 01376
(413) 863-3216



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



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

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

2021 MPRD Youth Basketball Program Health Protocols Relative to COVID-19

Revised, January 2021

The following proposal is formulated around the standards established by the Massachusetts Executive Office of Energy & Environmental Affairs (EOEEA), as noted in their *Reopening Standards for Youth & Adult Amateur Sports Activities – Phase 3, Step 1* dated December 13, 2020, where basketball is categorized as a “**Higher Risk**” activity.

Activities that are deemed higher risk involve “a substantial likelihood of routine close and/or sustained proximity or deliberate physical contact between participants and a high probability that respiratory particles will be transmitted between participants.” Such activities, as noted by the EOEEA, can participate in **Level 1, 2 and 3** type of play, but **ONLY** if “the Minimum Mandatory Standards for Modification to Play are met”. These levels are defined as the following;

Level 1 – Individual or socially distanced group activities (non-contact workouts, aerobic conditioning, individual skill work, and drills)

Level 2 – Competitive practices (intra-team/group games, contact drills, and scrimmages)

Level 3 – Competitions (inter-team games, meets, matches, races, etc.)

- Cohorts/groups can be **no larger than ten (10) participants**, and the same cohort assignments must be used for every training session or class. Participants cannot be a member of multiple cohorts, nor can cohort assignments rotate.

➤ **Program Structure:** utilizing the EOEEA’s guidelines as a benchmark, the program will be structured in the following manner;

- **Play sessions:** will be reduced from their normal time limits to 45 minutes per session. Reducing playing time will help limit exposure of respiratory particle transmission between participants. Play/practice sessions will also be planned at the top of each hour, ideally allowing one group to exit the premises without coming in contact with the next group entering the facility to help reduce exposure between groups. Clinic sessions will also be held on either Monday, Tuesday, or Thursday evenings. We will also avoid the use of the gym on Wednesdays, honoring the district’s plan to deep clean the school on those days. MPRD traditionally does not use the Sheffield Gymnasium on Fridays.
- **Players, Parents & Caregivers:**
 - Facial coverings must be worn at all times (including the players). Anyone who enters the school must wear a mask or face covering for the entirety of their stay. Extra face masks will be on-hand for those who forgot their personal covering.
 - Players and parents who remain on-site during the session must use hand sanitizer upon entry.
 - basketball equipment will be shared, so all participants must practice proper hand hygiene at the beginning and end of all activities either through handwashing with soap and water

or by using an alcohol-based hand sanitizer. The hand sanitizer can be provided by MPRD. We will coordinate with the Gill-Montague School District's (GMRSD) Facilities Director.

- We are promoting an "arrive, play, and leave" approach to ensure that individuals are not congregating in the building, common areas or parking lots before, during or following practices or events. Parents in any program who plans on staying in the in the gym, must maintain a distance of at least 6 feet between one another and wear masks.

- **K-2 Program**: **Given the age of the participants, parents of children should be present during each session.** We ask that only 1 parent/caregiver be present per player during the program to ensure we stay within acceptable capacity limits. Parents will be asked to not bring additional family members if at all possible.

- **3-6 Grade Teams** – This year will strictly be a skills & drills format. There are no league games this winter. Parents are to drop their child off to decrease the amount of people in the gymnasium.

○ **Coaches:**

- must practice proper hand hygiene at the beginning and end of all activities, either through handwashing with soap and water or by using an alcohol-based hand sanitizer.
- will clean and disinfect shared equipment at the end of every practice or clinic

- Participants will enter and exit the building using the school-side hallway entrance next to the auditorium, unless directed otherwise by the district.
- Players/parents refusing to comply with any of the protocols will not be allowed to participate, and will be asked to leave the program site immediately. The child's participation status will be under review, with dismissal being a possible outcome.
- The main part of the school building remains closed to the general public, all participants/parents must remain in the gym during each session.
- If any individual develops symptoms of COVID-19 during the activity, they should promptly inform organizers and must be removed from the activity and return home. Parents/guardians should follow-up with MPRD as to the status of their child and whether or not he/she has contracted the virus.
- In the event of a positive case, the program may be suspended or cancelled. Consultation with the Montague Board of Health will then determine proper procedures and program status. GMRSD administration will be notified of any positive case through MPRD.
- Partial refunds will be given if program is permanently cancelled.

Health Procedures

- **Daily Screening:** All staff, parents, children, and any individuals seeking entry into the program space must **self-screen** at home, *prior to coming to the program for the day.*
- To participate or attend, participants, volunteers, coaches and spectators must show no signs or symptoms of COVID-19 for 14 days.

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus.** People with these symptoms may have COVID-19:

- Fever of 100.0 F or higher, or chills

- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list does not include all possible symptoms. CDC will continue to update this list as we learn more about COVID-19. Anyone with **two or more** of the symptoms noted above or any other signs of illness will NOT be permitted to attend.

Protocols are subject to change.



Winter 2020/2021 MPRD Aquatics Program Health Protocols Relative to COVID-19

Revised, January, 2021

The following proposal is formulated around the standards established by the Massachusetts Executive Office of Energy & Environmental Affairs (EOEEA), as noted in their *Reopening Standards for Youth & Adult Amateur Sports Activities – Phase 3, Step 1* and *Safety Standards for Public and Semi-Public Swimming Pools – Phase 3, Step 1* dated December 13, 2020.

Open Swim Program – MPRD has decided to **NOT** offer Open Swim this winter.

Bluefish Swim Team -

The **Bluefish Swim Team** is a competitive/recreational swim team that is characterized as being *Moderate Risk*, or a sport or activity that “involves intermittent close proximity or limited, incidental physical contact between participants.”

Sports and activities included in the **Moderate Risk** category can participate in the following manner;

- Level 1** – Individual or socially distanced group activities (non-contact workouts, aerobic conditioning, individual skill work, and drills)
- Level 2** – Competitive practices (intra-team/group games, contact drills, and scrimmages)
- Level 3** – Competitions (inter-team games, meets, matches, races, etc.)

While Level 1 can be played in the traditional manner, Level 2 and 3 formats are only allowed if the *Minimum Mandatory Standards for Modification to Play* are met. That being stated, **there are no plans to participate in swim meets this winter. The Bluefish will follow a skill development format where all activity will take place during practices.**

➤ **Program Structure:**

- **Sessions:** -
 - ***Dates:** Subject to GMRSD notification
 - **Days/Times:** Mondays/Tuesdays/~~Wednesdays~~/Thursdays, 5:30p – 8:30p; Saturdays, 9:00a – 12:00p
 - Wednesday sessions will be moved to Tuesday to accommodate the district’s plan to deep clean the school on those days.
 - The number of practices, and practice days, will be increased to accommodate pre-designed low attendance numbers, in addition to accommodating an equal amount of in-water training between all age groups

- Practice sessions will also be planned at the top of each hour, ideally allowing one group to exit the premises without coming in contact with the next group entering the facility to help reduce exposure between groups.
- Individual practice sessions will be no longer than 45 minutes for the following reasons;
 1. to limit exposure of respiratory particle transmission between participants,
 2. to allow swimmers to use the locker rooms and exit the facility before the next group arrives
 3. to allow coaching staff to clean and disinfect high touch areas
- **General Access:**
 - All individuals entering the pool building, must enter through the single door on the side, and exit going through the glass vestibule. Arrows should be taped to the carpet/floor of the swimming pool hallway indicating one-way foot traffic.
 - The main part of the school building remains closed to the general public, all swimmers must remain in the pool area during each session.
 - All doors leading into the pool/building will be locked at all times, eliminating the opportunity for people to enter the facility without notice
- **Swimmers:**
 - *Anticipated* total enrollment; 40 – 50 children, and three coaches
 - *Group/cohort limits* - The EOEEA has defined that cohorts/groups can be no larger than ten (10) participants. However, the **Bluefish will not practice with any more than 8 total swimmers (2 swimmers per lane)** at any given time. This will also greatly accommodate the 40% capacity limit established by the State.
 - *Facial coverings* will not be worn in the water, but all participants must wear a face covering and maintain a distance of 6 feet while on the deck or in the locker room. Extra face masks will be on-hand for those who forgot their personal covering.
 - Swimmers must use hand sanitizer upon entry.
 - Swimmers refusing to comply with any of the protocols will not be allowed to participate, and parents will be called the pool immediately to pick-up their child. The swimmer's participation status will be under review, with dismissal being a possible outcome.
- **Parents/Guardians:**
 - To decrease the number of people entering the facility, only swimmers are allowed to enter the facility. Practices are closed to parents and guardians.
 - If parents need to enter the facility (emergency regarding their child, etc.), they must wear masks at all times when in the building.
 - Parents/swimmers must vacate the facility immediately after each session to prevent congregating.
 - Parents must use hand sanitizer upon entry if they need to enter the building.
 - will be given a list of program-related COVID-19 regulations at the time of registration.
- **Locker rooms** – given that capacity must be maintained at 40%, this should not be a problem during practices.
 - Boys Locker room - All lockers should be locked by GMRSD personnel, as staff will not be able to clean lockers between sessions.
 - Girls Locker room - Some individual changing area stalls in the girls locker room should also be closed off. *(These are items that should be left up to the Facilities Director to coordinate.)*
- **PPE Supplies & Communication:**
 - Disposable masks and hand sanitizer will be provided at a table as swimmers enter the pool area

- Signage will be placed on-site to communicate the use of facial coverings and social distancing
- **Equipment:**
 - if used, kickboards, fins, life jackets and other training devices will be properly sanitized after usage
- **Staff - Coaches:**
 - will wear face coverings at all times. Face coverings may be removed to provide verbal instruction to swimmers, while maintaining proper social distancing.
 - must practice proper hand hygiene at the beginning and end of all activities, either through handwashing with soap and water or by using an alcohol-based hand sanitizer.
 - Water/chemical testing – will be performed before each group
 - social distancing in the water between swimmers will be monitored to the best of the coaching staff's ability.
 - We have allotted 45 minutes between sessions to allow our coaches enough time to perform the following;
 - cleaning all door handles, locker room benches, and the railings of the pool ladders
 - chemically test pool water balance
 - the coaching staff will NOT have the capacity to clean the showers either between sessions or at the end of practices
 - For the benefit of consistency, it is recommended that GMRSD provide the needed cleaning and disinfecting agents.

General Health Procedures for Aquatic Programs

- **Daily Screening:** All staff, parents, children, and any individuals seeking entry into the program space must **self-screen** at home, *prior to coming to the program for the day.*
- To participate or attend, participants, volunteers, coaches and spectators **must:**
 - show no signs or symptoms of COVID-19 for 14 days (see below)
 - not have had close contact with an individual known to be infected with the novel coronavirus (COVID-19)
 - traveled to a “high risk state” as defined by State of Massachusetts guidelines

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus.** People with these symptoms may have COVID-19:

- Fever of 100.0 F or higher, or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list does not include all possible symptoms. CDC will continue to update this list as we learn more about COVID-19. Anyone with **two or more** of the symptoms noted above or any other signs of illness will **NOT** be permitted to attend.

- In the event of a positive case, both programs will either be suspended or cancelled. Consultation with the Montague Board of Health and GMRSD administration will then determine proper procedures and program status.
- If any individual develops symptoms of COVID-19 during the activity, they should promptly inform organizers and must be removed from the activity and return home. Parents/guardians should follow-up with MPRD as to the status of their child and whether or not he/she has contracted the virus.
- The hand sanitizer can be provided by MPRD. We will coordinate with the Gill-Montague School District's (GMRSD) Facilities Director.
- Partial refunds will be given if program is permanently cancelled.
- We are promoting a "arrive, play, and leave" approach to ensure that individuals are not congregating in common areas or parking lots before, during or following practices or events.
- All COVID-19 related regulations will be posted on-site at each program location as well as the MPRD website.

Protocols are subject to change.

8B
1



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 Peskeomskut 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: Jon Dobosz, Director of Parks & Recreation

Address of applicant: 56 First St., TF

Phone # of applicant: 863-3216

Name of organization: Montague Parks & Recreation

Name of legally responsible person: Jon Dobosz

Location of assembly: Unity Park, Second St., First St.

Date of assembly: Saturday, April 3, 2021

Time of assembly: Begin: 12:30p End: 2:30p

Number of expected participants: 200-300

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: MPRD is looking to hold a "Drive-thru" Peter Cottontail's EGGstravaganza to replace its traditional egg hunt on Saturday, April 3, 2021. The drive-thru concept will include families needing to drive through the Unity Park parking lot to pick up bags of toy and candy filled plastic eggs. Approximately 6-8 volunteers will be present to hand the bags to patrons who will be directed to remain in their vehicles to accommodate current social distance protocols. Vehicles will be entering the parking lot via Second St., proceed along the curb passing by the Fieldhouse to accept their bags of eggs, then exiting the parking lot via First St. Peter Cottontail will be present to wave to patrons as they exit the parking lot. Traffic barriers and cones will be used to direct vehicles. This would be the first time MPRD has proposed such format, and traffic congestion is anticipated on First and Second Streets during the event. Access into the park will only be one way during the EGGstravaganza, with Second St. being the entrance, and First St. serving as the exit. We request the presence to two Montague Police Officers to direct and control traffic flow. The parking lot will be closed at 12:30p, with the drive-

thru beginning at 1:00pm. Peter Cottontail will supply approximately 500 bags of eggs to children between the ages of 4 - 12. Children 3 & under will be given a separate gift.

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: 2-4-21

Comments/Conditions: Two officers at Their Time and a half
rate of pay Time and a half 3 hr min

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

WendyB-Montague Board of Selectmen

From: WPCF Superintendent
Sent: Wednesday, February 03, 2021 2:27 PM
To: WendyB-Montague Board of Selectmen
Cc: StevenE - Montague Town Administrator
Subject: Meeting Agenda Item for 2/08/21
Attachments: Abatements_FY21_First_Half.xlsx

Hey Wendy,

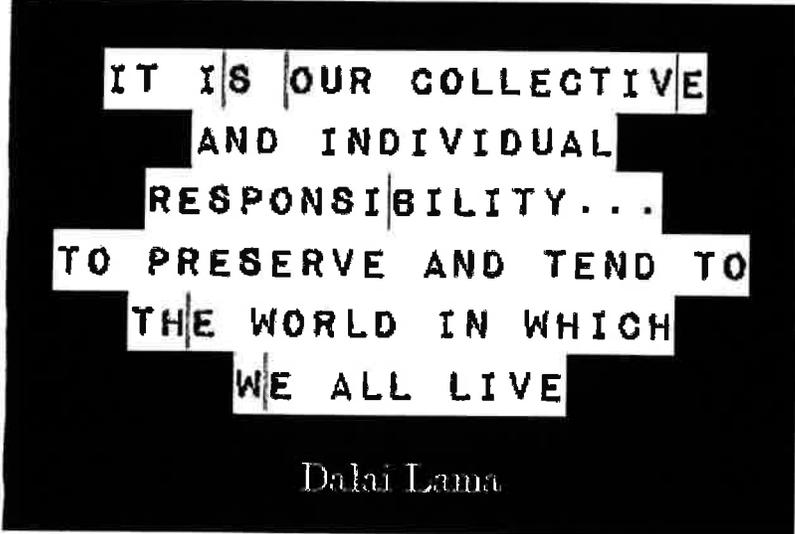
I would like to add the following agenda item to the selectboard/sewer commission meeting for Monday February 8, 2021:

-Sewer Abatement Requests, First Half FY21 billing.

This should take roughly 10 minutes.

Thanks!

Chelsey Little, BSBS MPH
Superintendent
Montague Water Pollution Control Facility
She/Her/Hers



Sewer Abatement FY 2021 First Half billing period

2/8/2021
11:13 AM

#	Location	Reason for Request	Other information
1	55 Main St., Montague Center	Hot water system leak	<p>Leaked water did not go into sanitary sewer.</p> <p>Billed amount = \$2,562.56 for 176,000 gallons. 3 year average 41,667 gal. @ \$14.56/gal. = \$606.67</p> <p>Abated amount = \$2,562.56 - \$606.67 = \$1,955.89 Abate bill. Use 41,667 gal. for second half billing.</p>
2	62 High St., Turners Falls	Lawn watering, water did not go down sanitary sewer	<p>Requested abatement not realizing the winter period usage determines bill.</p> <p>No action required.</p>
3	139 Turners Falls Rd., Montague	Heating pipe rupture.	<p>Leaked water did not go into sanitary sewer.</p> <p>Billed amount = \$480.48 for 33,000 gallons.</p> <p>3 year average 17,667 gal. @ \$14.56/1000gal. = \$257.28</p> <p>Abated amount = \$480.48-\$257.28=223.20 Abate bill. Use 17,667 gal. for second half billing.</p>
4	16 Hatchery Rd., Montague Center	Processing/billing error.	<p>Requested by Treasurer/Collector. No water meter, should not have been billed.</p> <p>Abated amount = \$402.90</p> <p>Abate bill.</p>
5	5 Adams St., Lake Pleasant	Leaking sill cock.	<p>Leaked water did not go into sanitary sewer.</p> <p>Billed amount = \$2,271.36 for 156,000 gallons. 3 year average 26,333 gal. @ \$14.56/gal. = \$383.41</p> <p>Abated amount = \$2,271.36 - \$383.41 = \$1,887.95 Abate bill. Use 26,333 gal. for second half billing.</p>
6	15 Dunton St. Turners Falls	House unoccupied October 2019 through June 28, 2020.	<p>Discussed with owner, no leaks or work that would use that much water.</p> <p>Billed amount = \$655.20 for 45,000 gallons. 3 year average 5,667 gal.,</p> <p>Do not abate.(Discuss w/Board) Use 5,667 gal. for second half billing.</p>

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

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

Sewer Abatement FY 2021 First Half billing period

2/8/2021
11:13 AM

#	Location	Reason for Request	Other information
7	73 Fifth St, Turners Falls	Incorrect gallonage, input error? Recommendation	3 Family structure sold/closed on 3 Oct. 2019. Water usage change, summer usage 2020 = 118,000 gal., billed usage 79,000 gal. Do not abate.
8	440 Old Greenfield. Rd.	Closed due to Covid, businesses shut down. Recommendation	Water use billed 138,000 gal., 3 year average = 213,000 gal. Reduced usage reflects business shutdown. Do not abate.
9	21 Bernardo Dr., Montague	Processing/billing error. Recommendation	Billed flat rate charge vs. flow/gallons charge, requested by Treasurer/Collector. Billed \$402.90 vs. flow charge bill = \$87.36. Abated amount = \$402.90 - \$87.36 = \$315.54 Abate bill. Second 1/2 bill to be \$87.36.
10	12 G. St.	Was not aware of water leak when building purchased, teneant did not tell them. Recommendation	Water leak per correspondance immediately taken care of but summer reading usage still high. Billed usage/winter = 108,000gal., summer usage = 167,000 gal. 3 year average use 42,333.
			still high. Billed usage/winter = 108,000gal., summer usage = 167,000 gal. 3 year average use 42,333. Waiting on return phone call from owner to discuss leak source, RT 27 Jan 2021. Do not abate.
11	171 Avenue A, Turners Falls	Incorrect data, water district. Recommendation	Turners Falls Water Department changed water meter on 7 May 2020. Billed amount = \$5,008.64 fpr 344,000 gal. 3 year average 159,667 gal. @ \$14.56/1000gal = \$2,324.75 Abated amount = \$5,008.64 - \$2,324.75 = \$2,683.89 Abate, bill 2nd half @159,667gal
12	61 Randall Wood Dr., Montague	Water department informed owner of water leak, toilet leaking. Recommendation	Leaking toilet water discharge to sanitary sewer. Do not abate. Second 1/2 bill to be based on 3 yr. average = 13,000 gal.

FIRST EXTENSION TO
OPTION AGREEMENT
BY AND BETWEEN
TOWN OF MONTAGUE
AND
RIVER BLUFF GROUP, LLC

NOW COME the **Town of Montague** (the "*Town*"), a Massachusetts municipal corporation, having an address of One Avenue A, Turners Falls, Massachusetts 01376, and River Bluff Group LLC ("*Optionee*") having an address of 377 Main St. Greenfield, MA 01301, parties to an Option Agreement, dated August 10, 2020 attached hereto as exhibit "A" (the "Option Agreement") for certain real property located at 180 Industrial Boulevard, Turners Falls, Massachusetts, and agree as follows:

1. The terms of this agreement shall be extend for an additional six (6) months past the date of expiration of the initial agreement.
2. The Town consents to the assignment of the Option Agreement from Josh Goldman to River Bluff Group LCC.
3. In all other respects, the terms of the Option to Purchase shall remain in full force and effect.

[Signature Page Follows]

Executed under seal as of the ____th day of February, 2021

TOWN OF MONTAGUE,
By its Selectboard

Richard Kuklewicz, Chairman

Michael Nelson, Vice Chairman

Christopher Boutwell

OPTIONEE

River Bluff Group, LLC

Josh Goldman, manager

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "*Agreement*") is entered into this 10th day of August, 2020, by and between the **Town of Montague** (the "*Town*"), a Massachusetts municipal corporation, having an address of One Avenue A, Turners Falls, Massachusetts 01376, and **Josh Goldman** ("*Optionee*") having an address of 55 Depot Road, Hatfield, Massachusetts 01038.

WHEREAS, the Town is the fee simple owner of a parcel of land located at the Montague Industrial Park, Montague, containing approximately 7.887 acres, shown as "Lot A 7.887 Acres" on a plan of land entitled "Plan of Land Prepared for The Inhabitants of the Town of Montague," dated June 10, 2013, prepared by Daniel L. Werner, P.L.S., and recorded with the Franklin County Registry of Deeds in Plan Book 134, Page 96, and being that property described in a deed dated October 26, 2016, recorded with the Franklin County Registry of Deeds in Book 6942, Page 312 (the "*Premises*");

WHEREAS, Optionee intends to purchase the Premises for a cannabis cultivation business and wholesale distribution center, and to construct thereon a 10,000 square foot greenhouse cultivation facility and upon obtaining additional licensing and project feasibility metrics construct additional greenhouse cultivation facilities and appurtenant buildings estimated to be up to approximately 100,000 square feet, using the latest technology, in phases, over a 5-year period (the "*Project*");

WHEREAS, Optionee desires to obtain an option to acquire the Premises to enable Optionee to obtain the necessary state and local regulatory and other approvals and the financing required for the development of the Project on the Premises, and to assess the physical condition of the Premises and the legal title thereto;

WHEREAS, the Town desires to grant Optionee an option on the Premises in order to enable Optionee to conduct its due diligence based upon the terms and provisions as hereinafter set forth.

DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "*Execution Date*" shall mean the day upon which the last party to this Agreement shall duly execute this Agreement;
- (b) "*Option Term*" shall mean that period of time commencing on the Execution Date and terminating six (6) months from the Execution Date (the "*Initial Option Term*"), unless sooner terminated in accordance with the terms hereof. Optionee may extend the Option for an additional six (6) months from the Execution Date (the "*Option Extension Term*," together with the Initial Option Term, the "*Option Term*") in the event the Town determines, in its reasonable discretion, that Optionee has proceeded with due diligence and in good faith to obtain all

regulatory licenses and other approvals and can demonstrate significant progress to permit the Project.

- (c) “*Option Exercise Date*” shall mean that date, within the Option Term, on which Optionee sends its written notice to the Town, exercising the Option, in compliance herewith.
- (d) “*Option Deadline*” shall mean 4:00 p.m. on the last date of the Initial Option Term, or, in the event the Option Extension Term is exercised, and approved by the Town, to 4:00 p.m. on the last date of the Option Extension Term.
- (e) “*Purchase Price*” for the Premises shall be One Hundred Thousand (\$157,500.00) Dollars.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto and for the mutual covenants contained herein, the Town and Optionee hereby agree as follows:

1. GRANT OF OPTION; PRECONDITIONS TO EXERCISE.

(a) Option. The Town hereby grants to Optionee the exclusive right and option to purchase the Premises during the Option Term for consideration of One Hundred Fifty-Seven Thousand Five Hundred and 00/100 (\$157,500.00) Dollars and on the other terms set forth herein (“*Option*”). The parties acknowledge that before Optionee can exercise the Option, it must have achieved the milestones identified as the Preconditions (defined below). To exercise the Option, Optionee must: (a) notify the Town of the same in writing, which must be received by the Town on or before the Option Deadline, and, simultaneously provide the Property Objections and the Title Objections (the “*Notice of Exercise*”), and (b) obtain the Town’s acceptance thereof, which acceptance shall not be withheld if Optionee has satisfied the Preconditions.

(b) Preconditions. The parties acknowledge and agree that Optionee shall have no obligation to exercise the Option unless and until Optionee has achieved the following milestones (together, the “*Preconditions*”):

- (i) *Permits*: Optionee shall have obtained any and all state and local permits, approvals, and licenses necessary or convenient to construct and operate the Project on the Premises (collectively, the “*Permits*”), and the period of appeal under each of said permits and approvals shall have expired without appeal by a third party or, if appealed, such appeal shall have been successfully resolved in the reasonable determination of Optionee;
- (ii) *Financing*: Optionee shall have obtained firm project financing commitments, including, but not limited to, construction loan commitments, and/or permanent loan commitments from institutional lenders, and/or private entities, in an amount reasonably satisfactory to Optionee to acquire the Premises, and design, construct,

and complete the first phase of the Project, being a 10,000 square foot greenhouse cultivation facility (the "*Financing*"). Optionee shall, prior to or simultaneously with the execution and delivery of the deed to the Premises, close on the Project Financing;

- (iii) *Property Objections and Title Objections*: Options shall advise the Town of any Property Objections and/or Title Objections on or before the end of the Initial Option Term, and may elect to terminate this Option, by written notice to the Town, failing which, any said Objections shall be waived; and
- (iv) *Disclosure Statement*: Optionee shall have complied with the disclosure provisions of G.L. c. 7C, §38, and Optionee and the Town agree to diligently pursue full compliance with said statute.

(c) Documentation. The Town's obligation to accept the Notice of Exercise is contingent on Optionee having obtained the Permits and the Financing required hereunder, it being understood by the parties that the Town will convey the Premises once Optionee has demonstrated, to the Town's reasonable satisfaction, that Optionee will be able to commence the Project within four (4) months after the closing. Optionee agrees to provide the Town with documentation relating to the Permits and Financing as the Town may reasonably require in a timely manner (the "*Documentation*").

(d) Termination. In the event that Optionee fails, after using good faith and diligent efforts, to satisfy the Preconditions, Optionee shall have the right to terminate this Agreement, without recourse, by written notice to the Town given prior to the Option Deadline. This Agreement and the Option granted herein shall terminate when Optionee sends a notice of termination to the Town or if Optionee fails to exercise the Option on or before the Option Deadline.

2. COOPERATION; ASSIGNMENT.

(a) Permits. The Town authorizes Optionee and its agents to submit and pursue any and all land use reviews and/or other Permit applications to and with the Town of Montague and other regulatory entities as required, pertaining to the construction of the Project on the Premises and the development and operation of Project. The Town agrees to sign such applications and use good faith efforts to cooperate with Optionee, at Optionee's expense, in the role of property owner but not as an applicant or project developer and will execute such applications as owner only. However, Optionee acknowledges that the Town has no control over and cannot guarantee that Permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

(b) Assignment. Optionee shall not assign this Agreement or any of its rights hereunder without prior written consent of the Town, which may be withheld in the Town's sole and absolute discretion, except that Optionee may assign this Agreement to an entity related to the Optionee and/or Urban Grown Inc., a Massachusetts corporation, said entity created by

Optionee for the purpose of acquiring title to the Premises and/or obtaining the Financing, with the consent of the Town, which consent shall not be unreasonably withheld.

3. DUE DILIGENCE.

(a) Right of Entry. Optionee shall have until 4:00 pm. on the last day of the Initial Option Term (the "*Inspection Deadline*") to inspect the Premises and satisfy itself as to the condition thereof. The Town hereby grants Optionee and its employees, agents, and contractors the right during the Initial Option Term to enter onto the Premises for the purpose of making surveys, reports, analyses and assessments, including soil testing, provided that Optionee shall not conduct any subsurface tests or otherwise alter the Premises without the Town's prior written consent, including the Town requiring Optionee to obtain liability insurance in amounts and on terms acceptable to the Town. In the event the closing does not take place, Optionee shall promptly restore the Premises to their condition prior to any such disturbance, at Optionee's expense. Optionee shall notify the Town at least three (3) business days in advance of the date that such inspections shall be conducted. In no event shall Optionee bring onto, place, store, release or otherwise dispose of oil, hazardous materials, toxic substances or other materials prohibited or regulated under G.L. c.21E and/or regulations thereunder ("*Hazardous Materials*") on or about the Premises in violation of applicable laws and regulations.

(b) Release. Optionee assumes all risks related to the entry on the Premises, which are made available in their "AS IS" condition. The Town expressly disclaims any and all representations and warranties about the condition of the Premises or the suitability of the Premises for the proposed use. Optionee, for itself and the other Optionee Parties, hereby releases and shall make no claim or demand of loss, cost, or liability from the Town and/or its officers, employees, agents, contractors and others acting by or through the Town (collectively, with the Town, the "*Indemnified Parties*") for any harm or injury to Optionee or its agents, employees, contractors, consultants, invitees and others acting by or through Optionee (collectively, with Optionee, the "*Optionee Parties*") arising out of or relating to the entry thereon and/or the exercise of the rights granted hereunder except to the extent the same is caused by the Town's gross negligence.

(c) Indemnification. Optionee shall defend, indemnify, and hold harmless the Indemnified Parties from and against all costs, losses, liabilities, expenses, claims, allegations, and demands (including fees for attorneys and other professionals), including those for personal injury or property damage, arising out of, caused by, or relating to: (a) the exercise by any of the Optionee Parties of any rights granted by the Town hereunder; or (b) any act or omission of any of the Optionee Parties on or about the Premises; and (c) damage to any property of the Town or third parties adjoining or adjacent to the Premises. Optionee shall use proper care in the performance of its tasks so as not to cause damage to the Premises or any other property. Further, Optionee shall hold harmless, protect, indemnify and defend the Town, and those claiming through the Town, from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of any release or threatened release of any Hazardous Material by any of the Optionee Parties and any and all costs and expenses incurred in connection with any cleanup, remediation, removal or

restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Material on or about the Premises to the extent that Optionee caused or contributed to such environmental occurrence. Notwithstanding the foregoing, Optionee shall not be liable for the mere discovery of any existing condition.

(d) **Property Objections.** Notwithstanding anything in this Agreement to the contrary, Optionee shall have the right to terminate this Agreement if Optionee is not satisfied with the condition of the Premises (including, without limitation, review of existing site conditions, results of any environmental phase studies, wetlands delineations, traffic studies, geotechnical studies, utility availability surveys, or the presence of any Hazardous Materials, on the Premises) by giving the Town written notice thereof on or before the Inspection Deadline. In the event that Optionee exercises the Option, Optionee shall be deemed to have approved the condition of the Premises as of the Inspection Deadline, and shall have no right to object thereto, unless Optionee includes with the Notice of Exercise any objections it may have regarding the condition of the Premises and provides the Town with results of any tests, inspections, and other due diligence evidencing the same (the "*Property Objections*"). Nothing herein shall prevent Optionee from objecting to any property or environmental condition arising or occurring after the Notice of Exercise that may materially impair the development of the Project on the Premises ("*New Property Matters*").

(e) **Title Objections.** Optionee shall have until the Inspection Deadline to object or disapprove any matters disclosed by a title examination that are reasonably likely to materially impair the development of the Project on the Premises (the "*Title Objections*"). In the event that Optionee exercises the Option, Optionee shall be deemed to have accepted the Title Objections existing as of the date of the Title Commitment unless Optionee indicates in reasonable detail the nature and reasons for Optionee's Title Objections in the Notice of Exercise. Any title matters not included in the Title Objections shall be deemed to be permitted exceptions. Nothing herein shall prevent Optionee from objecting to any matter affecting the title to the Premises that arises after the date of the Notice of Exercise that may materially impair the development of the Project on the Premises (the "*New Title Matters*").

4. **TERMS OF PURCHASE AND SALE AGREEMENT.**

Within thirty (30) days of the Notice of the Notice of Exercise, the Town and Optionee shall enter into a purchase and sale agreement, failing which, Optionee's rights to acquire the Premises shall terminate. The purchase and sale agreement shall contain, at a minimum, the following terms:

(a) **Purchase Price.** The consideration for the Premises shall be One Hundred Fifty-Seven Thousand Five Hundred and 00/100 (\$157,500.00) Dollars.

(b) **Closing.** The deed shall be delivered and the closing shall occur within sixty (60) days from the Option Exercise Date, at the time and place set forth in the Notice of Exercise or as otherwise mutually agreed to by the parties, which date may be extended by mutual agreement of Optionee and the Town. Time is of the essence.

(c) Possession. Full possession of the Premises is to be delivered to Optionee at the time of the delivery of the deed free of tenants and/or occupants, said Premises to be then substantially in the same condition in which they now are reasonable use and wear and damage from casualty excepted. Optionee shall have the right to inspect the Premises for compliance with this paragraph prior to delivery of the deed upon reasonable notice to the Town.

(d) Condition of Premises. Optionee acknowledges and agrees that it has been provided sufficient opportunity to inspect the Premises, and that, by delivering the Notice of Exercise, Optionee agrees to acquire the Premises in its "AS IS" condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than for the New Property Matters and the New Title Matters or other than as expressly set forth in this Agreement. Optionee acknowledges and agrees that neither the Town nor any agents, representatives, or employees of the Town have made any representations or warranties, direct or indirect, oral or written, express or implied, to Optionee or any agents, representatives, or employees of Optionee with respect to the condition of the Premises, its fitness for any particular purpose, or its compliance with any laws, and Optionee is not aware of, and does not rely upon any such representation to any other party. Optionee and the Town acknowledge and agree that Optionee shall have the opportunity to make such inspections of the Premises as it deems necessary or appropriate to ensure that no New Property Matters arise or occur prior to the Closing.

(e) Cure Rights. Notwithstanding the foregoing, in the event Optionee has notified the Town of any Title Objections or Property Objections in a timely manner, or if Optionee notifies the Town of any New Title Matters or New Property Matters, the Town shall use reasonable efforts to attempt to cure such defects in title or Property conditions, in which event the closing shall be extended for sixty (60) days to enable the Town to cure such matters (the "Cure Period"). In no event, however, shall reasonable efforts require the Town to expend more than \$1,000.00 to cure Title Objections or Property Objections, including attorneys' fees. In the event that the Town fails to effectuate such cure within the Cure Period, then this Agreement shall terminate, without recourse to the parties, unless Optionee notifies the Town in writing, within ten (10) days from the expiration of the Cure Period, of its election to waive such objections and matters and its agreement to accept the Premises in their AS-IS condition, without reduction in the purchase price, in which case this Agreement shall continue in full force and effect.

(f) Adjustments. A payment in lieu of taxes shall be paid in accordance with G.L.c.44, §63A, as of the day of the conveyance of the Premises and the net amount thereof shall be added to the purchase price payable by Optionee at the time of delivery of the deed.

(g) Casualty Loss. The Town shall keep the Premises insured until the day of closing as presently insured. In the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty, Optionee may, at its option, terminate this Agreement. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.

5. MISCELLANEOUS.

(a) **Execution by all Parties.** This Agreement shall not become effective and binding until fully executed by Optionee and the Town.

(b) **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed properly given upon the earlier of: (1) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iv) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed to the parties at the address set forth above, with a copy to the party's attorney: for notices to the Town, send copy to: Katharine Lord Klein, Esq., KP Law, P.C., 101 Arch Street, Boston, MA 02110, telephone: (617) 556-0007, facsimile: (617) 654-1735, and, for notices to Optionee, send copy to: John J. Stobierski, Esq., Stobierski & Connor, 377 Main Street, Greenfield, MA 01301, telephone: (413) 774-2867, facsimile (413) 774-6551.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(d) **Recordation.** Neither this Agreement nor any notice thereof shall be recorded in any Registry of Deeds or filed with any Land Court Department of any Registry of Deeds. Any such recording shall constitute an act or event of default, and in that event all of the rights under this Agreement shall immediately and automatically terminate.

(e) **Headings.** The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(f) **Broker.** The parties represent to each other that no broker, realtor, person, firm, or corporation is entitled to a fee arising from this Agreement. The party through or from which any brokerage claim arises shall save, defend and hold the other harmless from such claim.

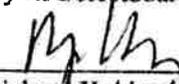
(g) **Entire Agreement.** This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the Town and Optionee and supersedes all prior discussions and agreements whether written or oral between the Town and Optionee with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement among the Town and Optionee with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both the Town and Optionee with the formalities hereof.

[Signature Page Follows]

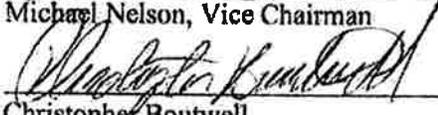
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth above.

TOWN OF MONTAGUE,

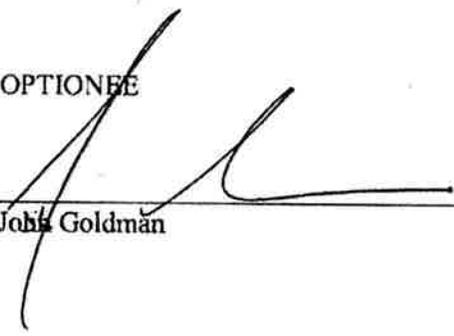
By its Selectboard


Richard Kuklewicz, Chairman


Michael Nelson, Vice Chairman


Christopher Boutwell

OPTIONEE


John Goldman

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**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
February 25, 2021 6:30pm**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETINGS:

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 remotely, via Zoom Webinar and Options Technology, Inc. Voting Platform beginning at 6:30 P.M. on February 25, 2021, and to act on the following articles and any motions which may be presented.

Town Meeting members who have email addresses on file with the Town Clerk will be sent instructions via email as to how to log-in, view and participate in the meeting. Those Town Meeting members for whom we do not have a current email address, or any member who does not receive an email from the Town by the close of business on Wednesday, February 10, 2021, should contact the Town Clerk's Office at townclerk@montague-ma.gov or (413) 863-3200, to access support that would enable you to log-in, view and participate in the meeting.

Registered Town of Montague voters, who are not Town Meeting Members, wishing to view and participate in this remote Town Meeting must submit a request to participate in the Meeting to the Town Clerk, at townclerk@montague-ma.gov or (413) 863-3200, by no later than 6:30 pm on Tuesday, February 23, 2021. Upon receipt of the request and verification of the requester's voter registration status, the Town Clerk shall provide to the requester instructions for participating in the remote Town Meeting.

For individuals wishing to view the Town Meeting, it will be broadcast on Montague Community Television, Comcast Channel 17.

Town Meeting members are encouraged to begin the process of joining the meeting at 6:00 pm on February 25, 2021 so as to avoid any delays in the commencement of the meeting.

The first order of business at the Town Meeting shall be for the Town Meeting members present and voting to vote on whether or not to commence business at the Town Meeting remotely by means of the Zoom webinar and Option Technologies, Inc. virtual voting platforms.

If the Town Meeting members vote to continue conducting the Town Meeting remotely, the members shall proceed by remote participation to address the remaining articles included in the warrant therefor.

If the Town Meeting members do not vote to continue conducting the Town Meeting remotely, the Town Meeting shall immediately be dissolved without taking any votes on any other matters and the Select Board may call the Town Meeting for a future date pursuant to a new warrant that provides for the Town Meeting to be held in person at a physical location in accordance with all applicable laws and provisions of the Montague Town Meeting Act.

WARRANT ARTICLES

ARTICLE 1: To see if Town will vote to conduct this Special Town Meeting remotely with the aid of Zoom Webinar and Options Technology Inc. virtual voting technology.

(Moderator Request)

ARTICLE 2: To see if the Town will vote to amend the vote taken pursuant to Article 29 from the May 2017 Annual Town Meeting, by which the Town voted to appropriate the sum of \$15,000 purpose of re-sealing and re-painting the walkways within the Unity Park Playground, by changing the purpose of the vote to also include crack sealing and painting of the Unity Park Basketball Court or pass any other vote or votes in relation thereto.

(Parks & Recreation Request)

ARTICLE 3: To see if the Town will vote to amend Schedule II, Salaries of Appointed Officials, as voted pursuant to Article 4 of the June 13, 2020 Annual

Town Meeting by increasing the stipend for the Emergency Management Director from \$5,765 to \$7,500, or any other amount, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 4: To see if the Town will vote to increase the FY21 Information Technology budget by \$12,000, or any other amount, or pass any other vote or votes in relation thereto.

(IT Coordinator Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$215,000, or any other amount, for the purpose of replacing the WPCF's current gas chlorination system with a liquid sodium hypochlorite disinfection system, or similar technology, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 6: To see if the Town will vote to authorize the Selectboard to enter into a lease purchase agreement in accordance with the provisions of G.L. c.44, §21C for a period in excess of three years for the lease and purchase of a sludge dewatering press and any equipment or expenses related thereto, and to raise and appropriate, transfer from available funds or otherwise provide the sum of \$70,000, or any other amount, for the first year payment of such agreement, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$77,150, or any other amount, for the purpose replacing the Chestnut Hill Loop Bridge, including but not

limited to engineering, design, permitting, bidding, oversight, construction services, and any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Planning Department 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 \$1,450,000 or any other sum for the purpose of enabling the Airport Commission to acquire three properties identified below for airport and aviation purposes, and any costs incidental or related thereto:

- (a) a parcel of land located at 24 Industrial Boulevard, Montague, Massachusetts, containing 2.99 acres, more or less, and described in a deed dated 10/21/2020 and recorded with the Franklin County Registry of Deeds in Book 7632, Page 194 also being shown as Parcel 3 on a plan dated May 1992 and recorded in FCRD Plan Book 84 Page 78. This parcel is also identified as Assessors' Parcel ID 17-0-046.
- (b) land and buildings located at 36 Industrial Boulevard, Montague, Massachusetts, containing 5.26 acres, more or less, and described in a deed dated 1/20/2006 and recorded in Franklin Country Registry of Deeds in Book 5034, Page 49 being shown as Parcel 2 on a plan dated May 1992 and recorded in FCRD Plan Book 84 Page 78. This parcel is also identified as Assessors' Parcel ID 17-0-045.
- (c) land and buildings located at 40-44 Industrial Boulevard, Montague, Massachusetts, containing 2.14 acres, more or less, and described in a deed dated 5/1/1970 and recorded in Franklin Country Registry of Deeds Book 1259, Page 683 being shown as Parcel 1 on a plan dated May 1992 and recorded in FCRD Plan Book 84 Page 78. This parcel is also identified as Assessors' Parcel ID 17-0-033.

And that to meet this appropriation the Treasurer, with the approval of the Selectboard, be authorized to borrow said sum under M.G.L. Chapter 44, Section 7 and/or 8, or any other enabling authority, and to issue bonds or notes of the

Town therefor; that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. Chapter 44, Section 20, as amended, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; and further, to authorize the Airport Commission, and any other appropriate officials of the Town, to apply for and accept any forms of financial assistance that may be available to the Town on account of this project, including but not limited to the Federal Aviation Administration (FAA) and Massachusetts Department of Transportation Aeronautics Division, and further, to authorize the Airport Commission to take any and all action and enter into and execute any and all agreements and other documents as may be necessary or convenient to effectuate the purposes of this Article, and, further, to authorize the Airport Commission to lease raise and appropriate, transfer from available funds, borrow or otherwise provide portion or portions of the above-described property on such terms and conditions and for such duration (which may be up to 99 years) as the Airport Commission deems appropriate; or pass any vote or votes in relation thereto.

(Airport Commission)

ARTICLE 9: To see if the Town will vote to raise and appropriate the sum of \$68,000, or any other amount, for engineering, design, permitting, bidding, oversight, and construction services for the purpose of making necessary improvements and upgrades to and for furnishing and equipping the aviation Fueling Station located at 40 Industrial Boulevard, including any and all incidental and related costs, and to meet this appropriation, the Treasurer, with the approval of the Selectboard, be authorized to borrow said sum under M.G.L. Chapter 44, Section 7 and/or 8, or any other enabling authority, and to issue bonds or notes of the Town therefor; that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. Chapter 44, Section 20, as amended, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, provided, however, that this vote

shall be contingent upon the Town appropriating funds for the acquisition of said property as set forth in Article 8 of this warrant, or pass any vote or votes in relation thereto.

(Airport Commission 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 \$39,800 for the purposes of increasing the Fiscal Year 2021 Airport operating budget, or pass any vote or votes in relation thereto.

(Airport Commission Request)

Given under our hands this ____th day of February in the Year of Our Lord Two Thousand and Twenty One.

Michael Nelson

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectmen, Town of Montague

Franklin, ss Montague, MA February ____, 2021

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.

Constable of Montague