

Board of Selectmen Meeting Minutes

April 20, 2020

Virtual Meeting via Zoom

Members Present:

- Daniel Galante
- Jeff Williams
- Kris Pareago
- Richard Haddad

Members Absent:

- Pat Girouard

Staff Present:

- Ryan McLane – Town Administrator
- Bobbie Thibault – Executive Assistant

Meeting called to order at 6:30 pm by Daniel Galante. Mr. Galante Announced that the meeting was being digitally recorded.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 order imposing strict limitation on the number of people that may gather in one place, this meeting of the Hubbardston Board of Selectmen will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found at www.hubbardstonma.us. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

Open Session:

- None

Announcements:

- Cancelling the Memorial Day Parade- There are plans to do something, possibly virtual. The day will be honored, but we are not sure how yet, as there will be no Memorial Day Parade this year. We will do something to properly honor our Veterans. The American Flags will be up soon.
- Election Nomination Papers are now due May 12, 2020. Not April 21st anymore.

Presentations:

- QRSD Superintendent Update – Dr. Sheila Muir is here to give us an update on what is going on with the schools and how they are dealing with Covid-19. Dr Muir will give updates on how each department is doing. When the decision from the Governor was made to close schools on March 13th, the entire team had spent two days prior figuring out what to do. School Closings were being left up to each district. A main initial concern was families who would not have food. Breakfast and lunch are now available to all families in the district. It started slow, but has increased over the weeks. There is a pick up at Hardwick Elementary School and the Middle High School. Meals are also available for all children 18 and under. Not just those in school.
 - The education plan is to have every class and course on the google Classroom. Assignments are sent out on a weekly basis. Each class sends out about 2.5 hours of work. Teachers are holding live video sessions. Less than one hour per class, as some students have 5 classes. Sometimes, they are class meetings, sometimes

special teaching sessions. Special Education services are being worked on, as it is one of our biggest challenges. We are trying to make this easier on families. We distributed Chromebook devices to Families last week.

- The Administration has many meetings weekly to figure out plans, maintain daily functions, payroll and answer daily questions. There is fewer than 10 people in the Central Office at any time to avoid contact. All Teachers have stepped up and accepted the challenge. Some with young children were very overwhelmed in the beginning, but are adjusting well.
- There were several Field Trips that had to be cancelled including the Washington DC trip. Families should be getting refunds very soon.
- Spring Athletics is still in question, depending on school closure dates.
- The hope is to get the students back into the classrooms by the end of the year. Mainly for assessment, and for the Seniors. Thus far there has been no indication on a specific date of re-opening, or closing for the year. There is another call tomorrow morning, and hopefully there will be a decision. The Commissioner of Education does not have information much before the public. Sometimes there is a five-minute warning about the Governor having Press Conferences. Some families have already expressed that even if schools open this year, they will not be sending their children back. That means we will have to support those children at home, as well as those who would return, in the event of re-opening. Thank you, Dr. Muir for coming to our Meeting tonight, and addressing Hubbardston Resident concerns so quickly.
- FY 21-25 Road Maintenance Plan – Please see attached Presentation Documentation for details. The Board is committed to fixing roads, and the DPW strives to group Roads together to make it most cost effective. The Board agrees that Road Maintenance is the responsible thing to do, instead of always having the cost of replacing roads at a much higher cost. There is Chapter 90 money available, we need to decide if we use 100% of it, 50% of it, or none at all.
 - While Travis is here, we would like to address the Surplus list of items that we are looking to sell.

Motion to Declare Surplus items for sale: Richard Haddad; 2nd Jeff Williams. No Discussion.

Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Kris: Yes. Vote: Unanimous

- Q3 Financial Report- Move to April 27th Meeting.

New Business:

- Covid-19 Update – There is now a link to see cases by City and Town. Hubbardston is still less than 5 cases in Town, and no deaths. Our Public Health Nurse is getting updates daily, and are following any cases.
- Board of Selectmen Warrant Articles Discussion – Items discussed already, and any ideas we might have for other Articles.
 - Changing Selectmen to Selectboard – Everyone is in agreement to put them on the Warrant.
 - Funding the Master Plan Final Chapter Article- The original amount was \$14,000. It has been to negotiate that down to \$11,000. The Planning Board has about half of that, so this would possible be approximately a \$5,000 Warrant Article if no Grants were obtained. We will be applying for grants though.
 - Final Town Center Project Funding - That gets us to 100% authorized on the design side.
- Ragged Hill Land Disposal (Vote) – We recently put the Lots out to bid, this will be to accept or reject bids. All bids were in order, and all paperwork was given.

- Lot 3; parcel 218 had three bids: D2 Builders - \$25,000; Dan Blanchard- \$10,014; and Steven Sheppard - \$10,000.
- Lot 4; parcel 219 had 2 bids: D2 Builders - \$25,000; Dan Blanchard- \$10,014.
- Lot 5; parcel 220 had 2 bids: D2 Builders - \$25,000; Dan Blanchard- \$10,014.

The option is to accept them all, or throw them all out or decide on each one individually. Just one lot can be accepted as well.

The first few times making these lots available there was no interest. Now, there is interest, so we need to make some decisions. The amount does not seem like enough, but it is some interest and we have spent a lot of time on this. There is minimal cost, maybe \$300- \$1000. Mostly time of the Board, Town Administrator, and Town Council.

Motion to sell one lot: Richard Haddad; 2nd Dan Galante. No Discussion.

Amend Motion to sell one lot 218: Richard Haddad; 2nd Dan Galante. Discussion: If we choose to accept the bid, what is the obligation of the builder who won the bid? The buyer was aware that each lot was considered individual. Roll Call: Richard: Yes, Jeff: Yes, Dan: Yes, Kris: Opposed. Vote: 3:1

Motion to not accept bids on lots 219 and 220: Jeff Williams; 2nd Richard Haddad. No Discussion.

Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

- DLTA Contract scope of work – Approving contract for land use Master Plan Chapter. Please see attached documentation for details.

Motion to accept DLTA Contract Scope of work: Jeff Williams; 2nd Richard Haddad. No Discussion.

Roll Call: Kris: Yes, Richard: Yes, Jeff: Yes, Dan: Yes. Vote: Unanimous.

Old Business:

- FY21 Budget – Nothing new for tonight, time will tell what will be happening in the future. There will be an update at our April 27th Meeting. This is being worked on daily.
- Town Property disposal – done at the beginning of the Meeting with Travis present.

Town Administrator Report:

- This Report consists of the Covid-19 Update, a Budget Update, Department Reports, Financial Management, Infrastructure Update, and Employee Recognition. This week I would like to recognize Chief Dennis Perron for his work directing public safety during the COVID-19 outbreak. Chief Perron was quick to act when state and federal guidance was uncertain, assisting me with developing measures to help protect the community and his department. He coordinated the town's initial Personal Protective Equipment (PPE) requests, ensuring our public safety departments had enough supplies to safely provide services. His focus on community policing during the outbreak has also been invaluable, directing officers in both compliant and compassionate techniques that balance public health with community service. And finally, I would like to give the Chief my sincere thanks for assisting with last week's Porch Sing Along and providing consistent messages through town social media accounts. Well done Chief, the town benefits from your experience during times like these.

Policies to Review:

- None

Appointments / Resignations:

- None

Wage Authorization:

- Robert Brady – Cemetery worker
- Bob Crompton – DPW

Motion to accept wage authorization for Robert Brady: Jeff Williams; 2nd: Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Motion to accept wage authorization for Bob Crompton: Jeff Williams; 2nd: Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Minutes to Approve:

- March 25, 2020
- April 6, 2020
- April 10, 2020

Motion to Approve the Board of Selectmen Meeting Minutes from March 25, 2020: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Motion to Approve the Board of Selectmen Meeting Minutes from April 6, 2020: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Motion to Approve the Board of Selectmen Meeting Minutes from April 10, 2020: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Committee Updates:

- None

Matters not reasonably anticipated by the Chair:

- Richard Haddad will not be seeking re-election this year. It has been Richard's pleasure serving the Town. The Board is sad to hear that, but thanks Richard for his time spent with the Board.

Public/Press Question & Answer:

- None

Motion to adjourn 8:58 pm: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Jeff: Yes, Richard: Yes, Kris: Yes, Dan: Yes. Vote: Unanimous.

Respectfully Submitted by,

Bobbie Thibault

Approved April 27, 2020



Board of Selectmen Agenda

Virtual Meeting (Zoom)

April 20, 2020

VIRTUAL MEETING INFORMATION

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 order imposing strict limitation on the number of people that may gather in one place, this meeting of the Hubbardston Board of Selectmen will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found at www.hubbardstonma.us. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via Zoom. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

6:30pm - Call Meeting to Order

1. Open Session

(If we do not have Open Session items to discuss, other agenda items may be brought forward earlier)

2. Announcements

- a) Cancelling the Memorial Day Parade (Virtual or Distanced Gathering)
- b) Election Nomination Papers Available – Due May 12

3. Presentations

- a) QRSD Superintendent Update – Dr. Sheila Muir
- b) FY21-25 Road Maintenance Plan
- c) Q3 Financial Report

4. New Business

- d) COVID-19 Update
- e) BOS Warrant Articles (Discussion)
 - a. Changing Selectmen to Selectboard Article
 - b. Funding the Master Plan Final Chapter Article
 - c. Final Town Center Project Funding
 - d. Additional Articles
- f) Ragged Hill Land Disposal (Vote)
 - a. Lot 3 (Parcel 218)
 - b. Lot 4 (Parcel 219)
 - c. Lot 5 (Parcel 220)
- g) DLTA Contract Scope of Work (Vote)

5. Old Business

- a) FY21 Budget
- b) Town Property Disposal (Vote)

6. Town Administrator Report
 - a) Budget Update
 - b) Department Report
 - c) Financial Management
 - d) Infrastructure Update
 - e) Employee Recognition
7. Policies to Review
8. Appointments/Resignations
9. Wage Authorization
 - a) Robert Brady
 - b) Bob Crompton
10. Minutes to Approve
 - a) March 25, 2020
 - b) April 6, 2020
 - c) April 10, 2020
11. Committee Updates
12. Matters not reasonably anticipated by the Chair
13. Public/Press Question & Answer
14. Adjourn

Chair: Dan Galante

VIRTUAL LOG-IN INFORMATION

You are invited to a Zoom webinar.

When: Apr 20, 2020 06:30 PM Eastern Time (US and Canada)

Topic: Board of Selectmen

Please click the link below to join the webinar:

<https://zoom.us/j/229090743>

Or iPhone one-tap :

US: +19292056099,,229090743# or +13126266799,,229090743#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 312 626 6799 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 229 090 743

International numbers available: <https://zoom.us/u/ahqfPyUZ2>

BOS Revised Schedule – FY20

<u>Date</u>	<u>Required Action Item</u>
April 20, 2020	Road Maintenance Hearing
April 27, 2020	Warrant Closed, Review Draft Warrant
May 4, 2020	Public Budget Hearing (Joint with Finance Committee)
May 11, 2020	Selectmen Vote on Budget/Warrant (BALLOT QUESTION DEADLINE)
May 26, 2020 (Tues)	Prepare for Town Meeting
June 15, 2020	End of Year Financials
June 29, 2020	End of Year Financials

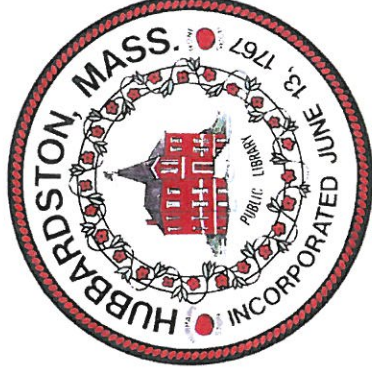
Fiscal Year 2021 Budget Planning Calendar

<u>Date</u>	<u>Required Action Item</u>
September 9, 2019	Budget Planning Calendar Finalized
October 15, 2019	Departments/Boards submit all capital items for inclusion in Five Year Capital Plan
November 4, 2019	Select Board/Finance Committee establish FY20 Budget Goals
November 18, 2019	Town Administrator estimates FY20 revenue
November 27, 2019	Budget requests sent to Departments/Committees
December 16, 2019	Presentation of 5-Year Financial Forecast to Selectmen
December 23, 2018	Dept. Heads/Committees to submit their FY20 budgets to Town Administrator
January 6, 2020	Presentation of 5-Year Capital Plan presented to Selectmen
March 02, 2020	Town Administrator Presents Draft Budget to Selectmen (FinCom, QRSD invited)
March 02, 2020	Selectmen Vote to Open the Warrant/ Set Article Deadline
March 02, 2020	Budget forwarded to the Finance Committee
-----Finance Committee Departments Meetings-----	
April 27, 2020	Warrant Closed (Article Deadline)
May 4, 2020	Public Budget Hearing (Joint with Finance Committee)
May 11, 2020	Selectmen Vote on Budget/Warrant (BALLOT QUESTION DEADLINE)
May 12, 2020	Warrant to Printer
May 18, 2020	ATM Warrant Posting Deadline
May 19, 2020	Warrant Mailed (minimum of two weeks prior to ATM)
June 2, 2020	Town Meeting
June 9, 2020	Town Election

Hubbardston Road Maintenance Plan



DPW Director Travis Brown
Town Administrator Ryan McLane
Fiscal Year 2021-25



Summary

- The purpose of this report is to inform town officials and residents of the Hubbardston road maintenance plan for the next five fiscal years
- Town officials aggressively seek federal and state funding sources for road maintenance projects. This year, alternative funding sources will power the Gardner Road, Evergreen Bridget and Route 62 Culvert Projects.
- Annual road funds, commonly called Chapter 90, assist in the management of Hubbardston roads, but are not enough to maintain the 87 miles of town surfaces (80 miles paved)
- This year, Hubbardston will receive \$354,416 in Chapter 90 money from the state for road repairs.

Considerations

- The goal of the comprehensive road maintenance plan is to maximize limited resources through cost-effective pavement management
- The town is committed to using Chapter 90 funds for road maintenance only, a practice not always adhered to by small towns
- While the plan addresses problem areas, projects are “clustered” in order to save money when bidding paving projects. This may result in some “trouble roads” not being prioritized despite obvious need
- A reserve of Chapter 90 money is maintained each year as a best practice against unforeseen costs and problems

State-Funded Maintenance

- Route 68 North (\$4.04 million)
 - Spring 2020 – Summer 2020
- Town Center Project (\$5.45 million)
 - Estimated FY 2022-23 (subject to change)
- STRAP Grant – Lombard Road (\$1 million)
 - Spring/Summer 2021
- STRAP Grant – New Templeton/Williamsville Roads (\$1 million)
 - Spring/Summer 2023



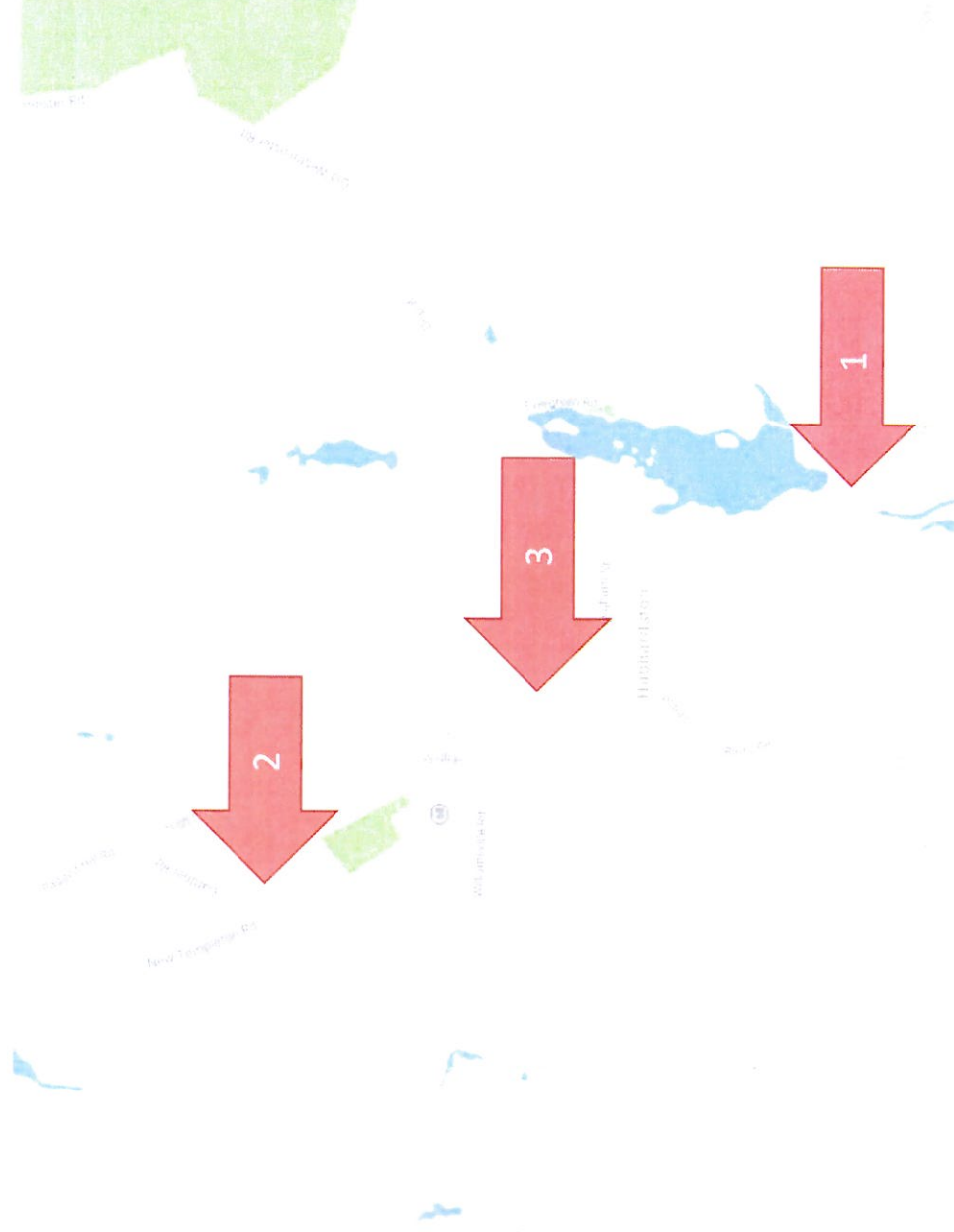
Route 68 Reconstruction Project

The Route 68 reconstruction project is three-part project:

1.) Rutland Line to Brigham St.
(completed 2018)

2.) Curtis Rec Field to Gardner Line
(Summer 2020)

3.) Town Center Project
(EST spring 2022-23)

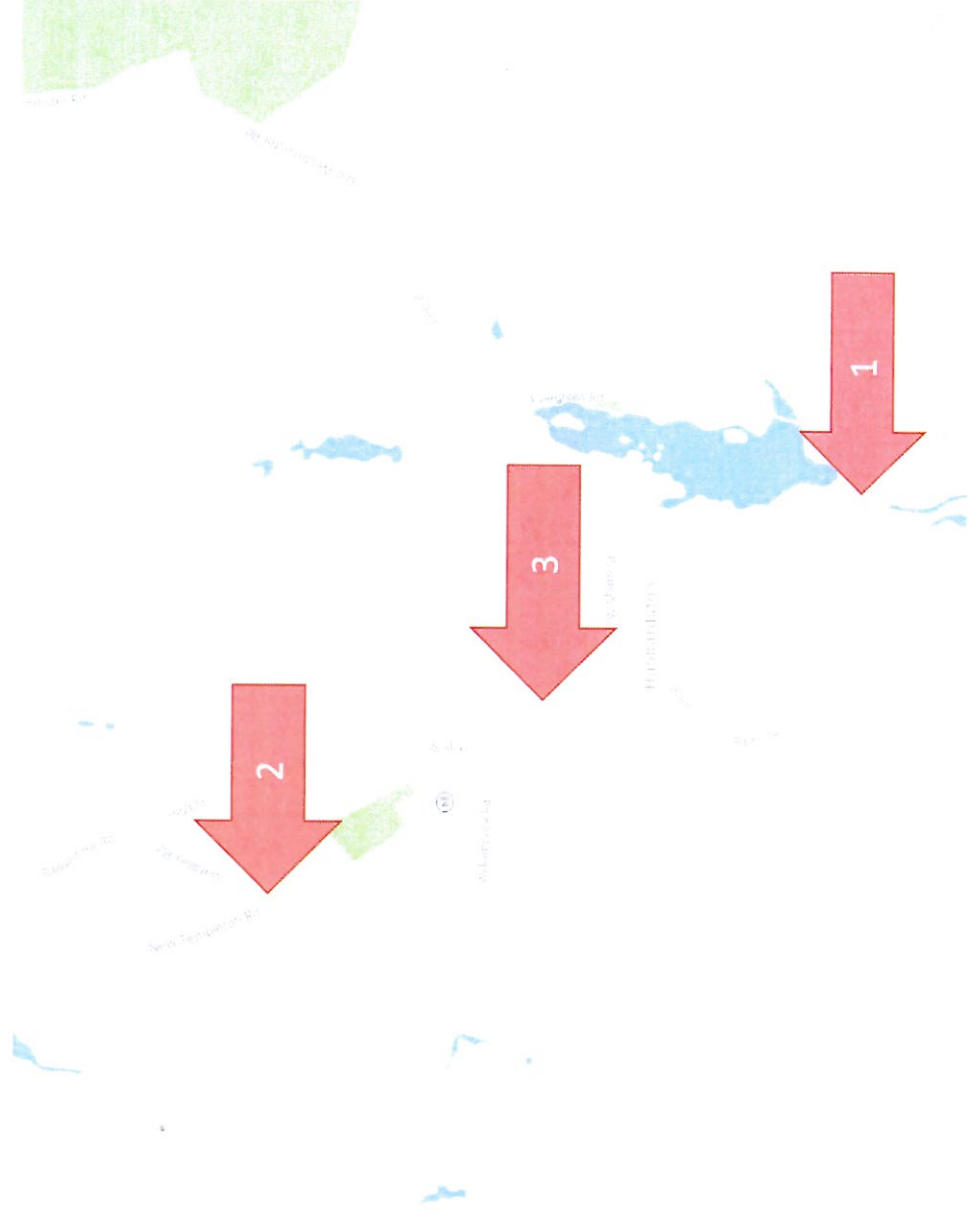


Route 68 Reconstruction Project - Phase 1

RUTLAND LINE TO BRIGHAM ST.

COMPLETED

WHAT: Two-inch mill and fill with curbs and drainage reconstruction



Route 68 Reconstruction Project – Phase 2

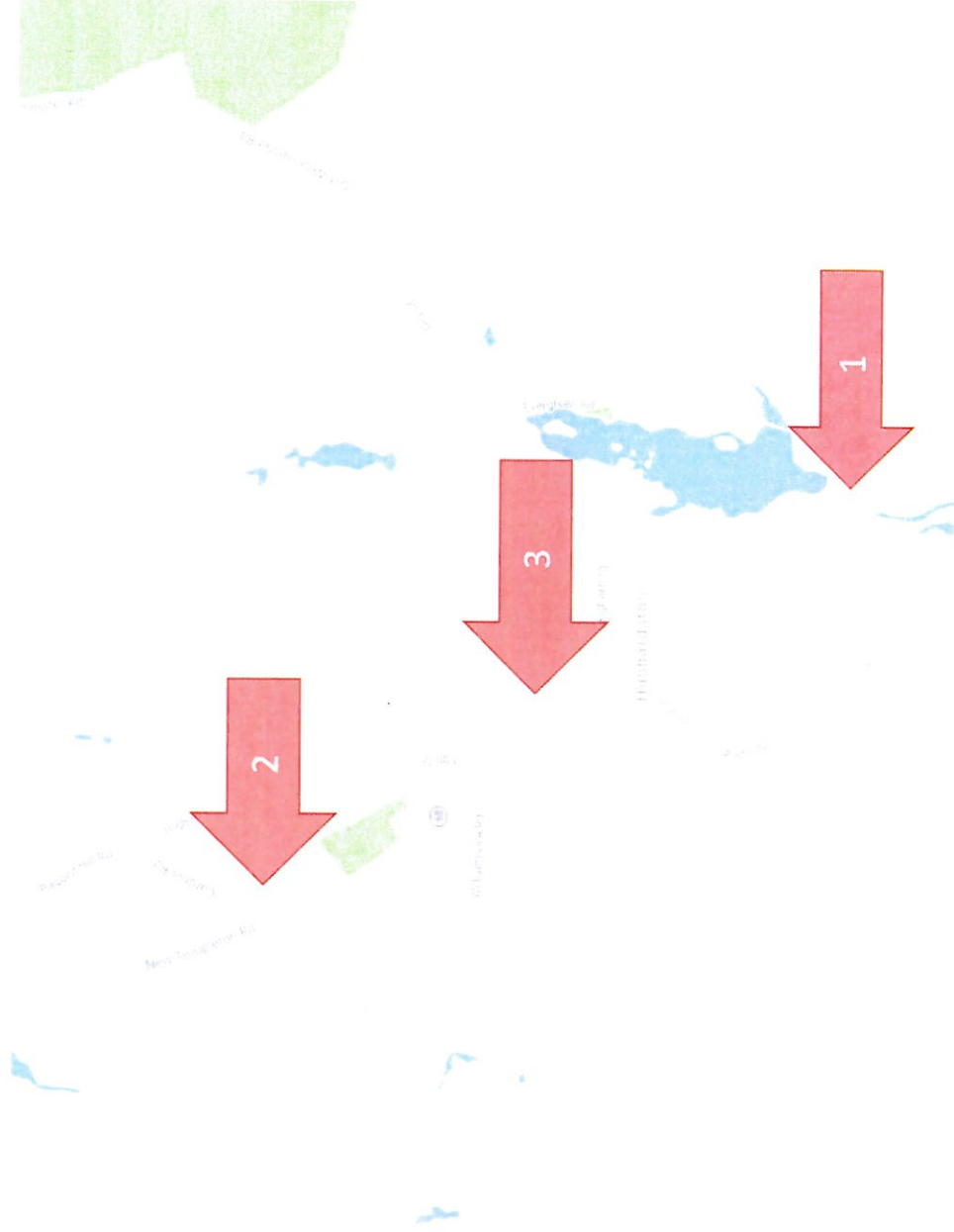
**CURTIS REC. FIELD TO
GARDNER LINE**

STARTS: Summer 2020

COMPLETES: Summer 2020

FUNDING: STIP

**WHAT: Two inch mill and fill
with curbs and drainage
reconstruction**



Route 68 Reconstruction Project – Phase 3

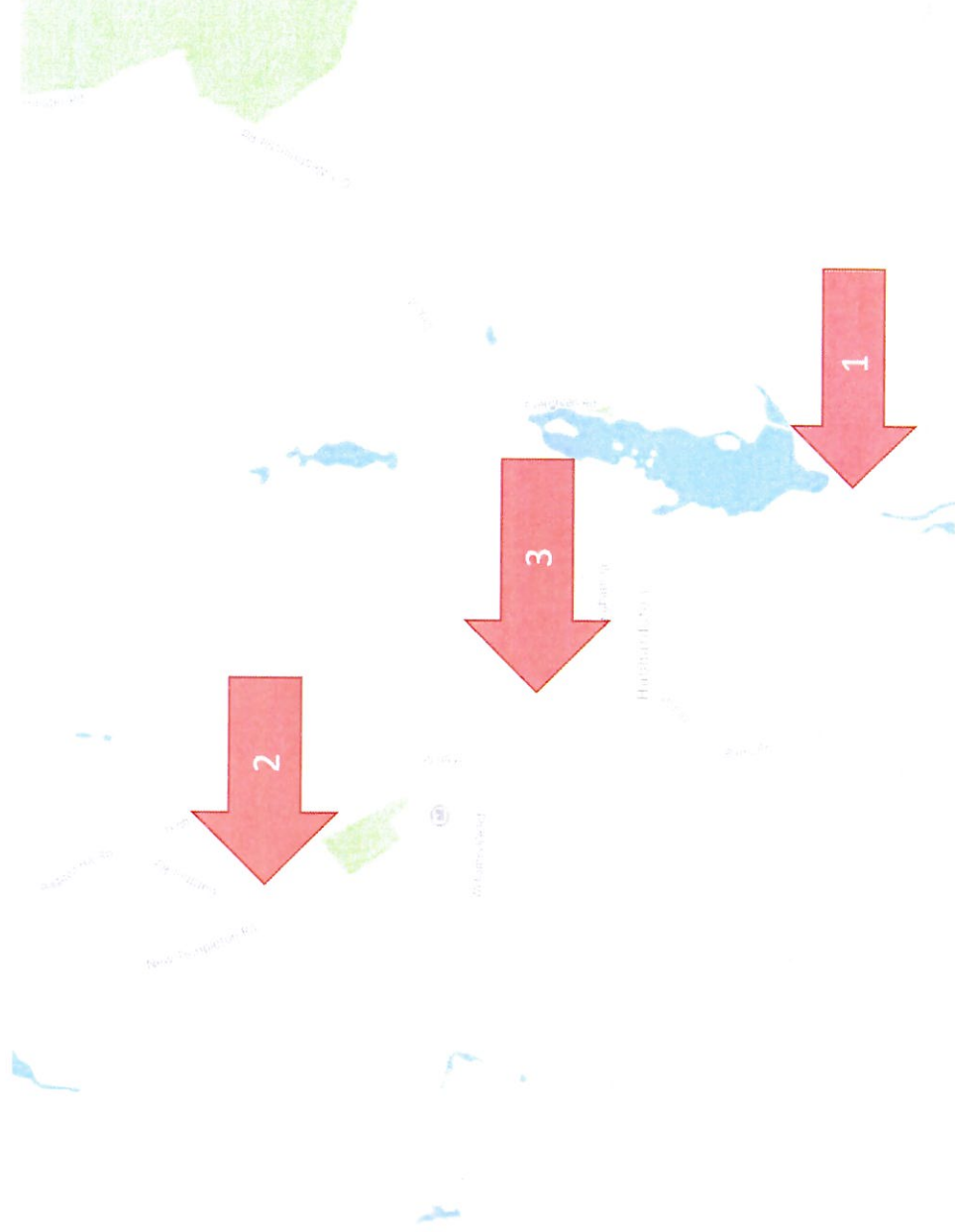
TOWN CENTER PROJECT

STARTS: Estimated to begin summer of 2023 (2022 possible)

COMPLETES: Estimated to complete summer 2023

FUNDING: STIP

WHAT: Full service project to include road work, sidewalks, multi-use lane and additional signage



MassWorks STRAP Grant – Summer 2021/23

- Every year the town is able to apply for a competitive Massworks STRAP Grant. These grants are essential for larger town road projects and are generally used for projects exceeding Chapter 90 capabilities
- This year, the DPW is applying for a \$1 million grant to reconstruct Lombard Road and surrounding area projects
- Potential future STRAP Grant targets include New Templeton, Williamsville, New Westminster
- These grants represent 1-3 years worth of Hubbardston Chapter 90 funds

Lombard



Williamsville



Chapter 90 Road Maintenance Plan

- This plan is projected over five years to give residents an idea of timing and costs for necessary road maintenance projects
- The plan assumes current level of Chapter 90 funding
- The plan assumes the introduction of annual capital
- Projects are “grouped” in order to limit paving mobilization costs and make more attractive projects for potential bidders



Completed FY20 Chapter 90 Project

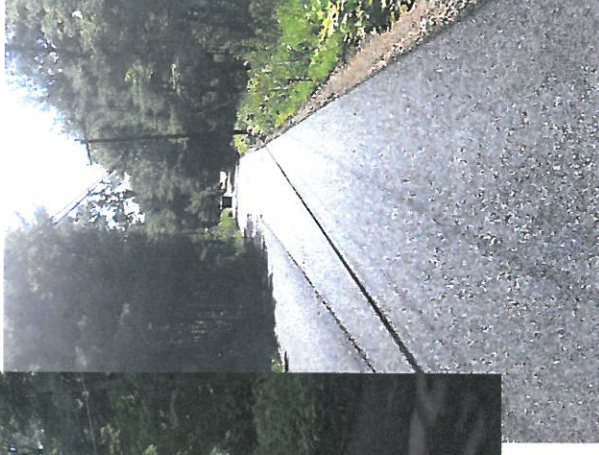
● Morgan Road



● Underwood Road



● High Bridge Road



FY20 Chapter 90 Road Project

The Morgan, Underwood and Highbridge Road Paving Project provided much needed resurfacing and maintenance to one of the more troubled surface areas in town.

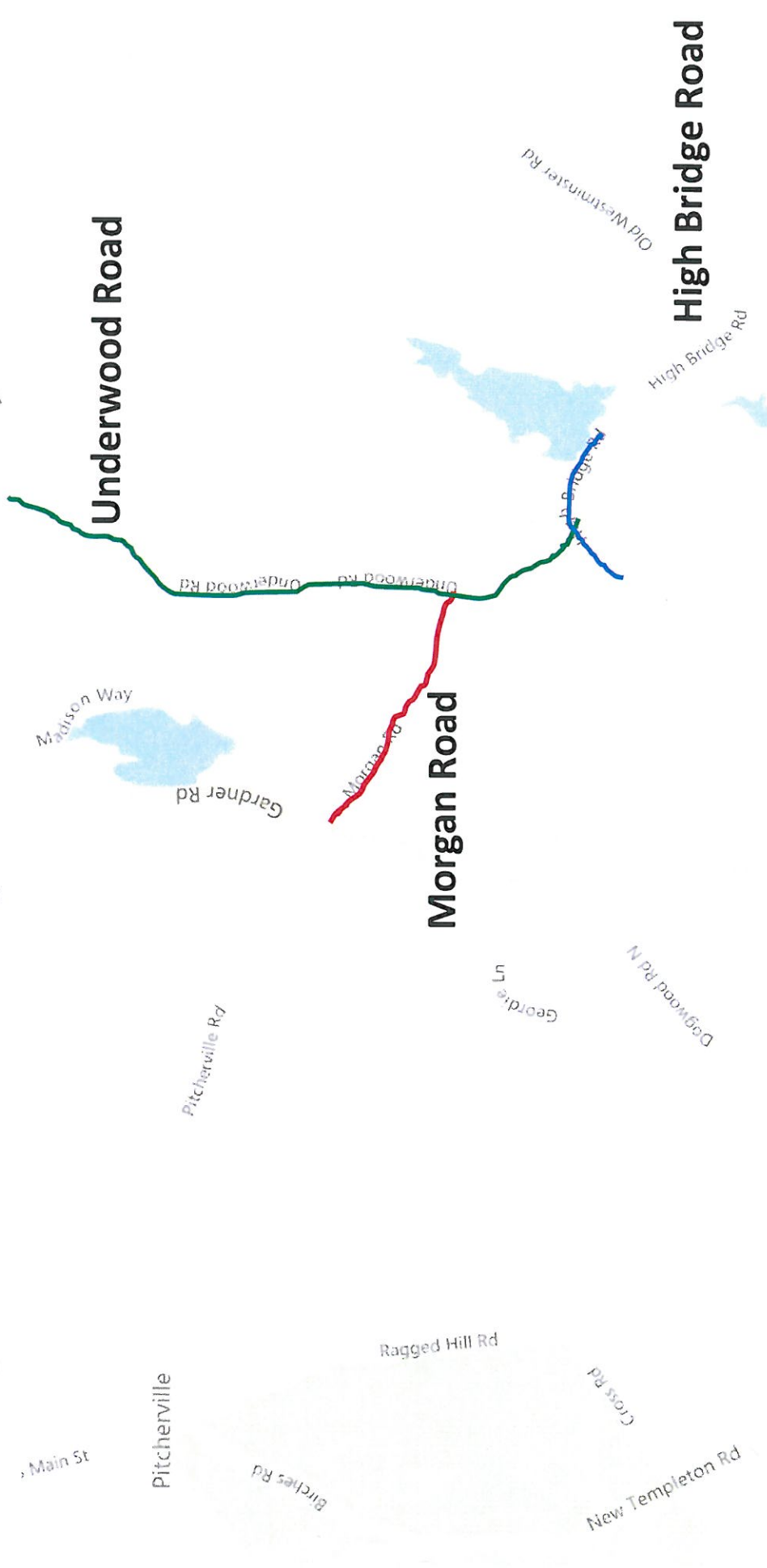
Total Feet Paved: 5,550' (1.05m)

Total Feet Maintained: 7,250' (1.37m)

Total Project: 12,800' (2.42m)
Cost \$289,469

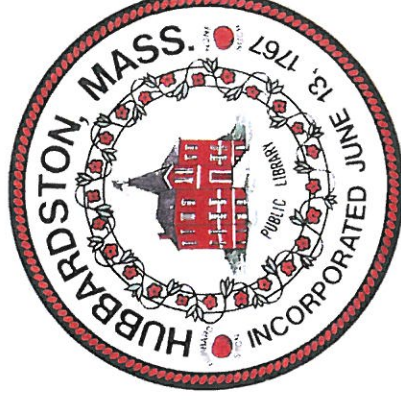


Completed FY20 Chapter 90 Road Project

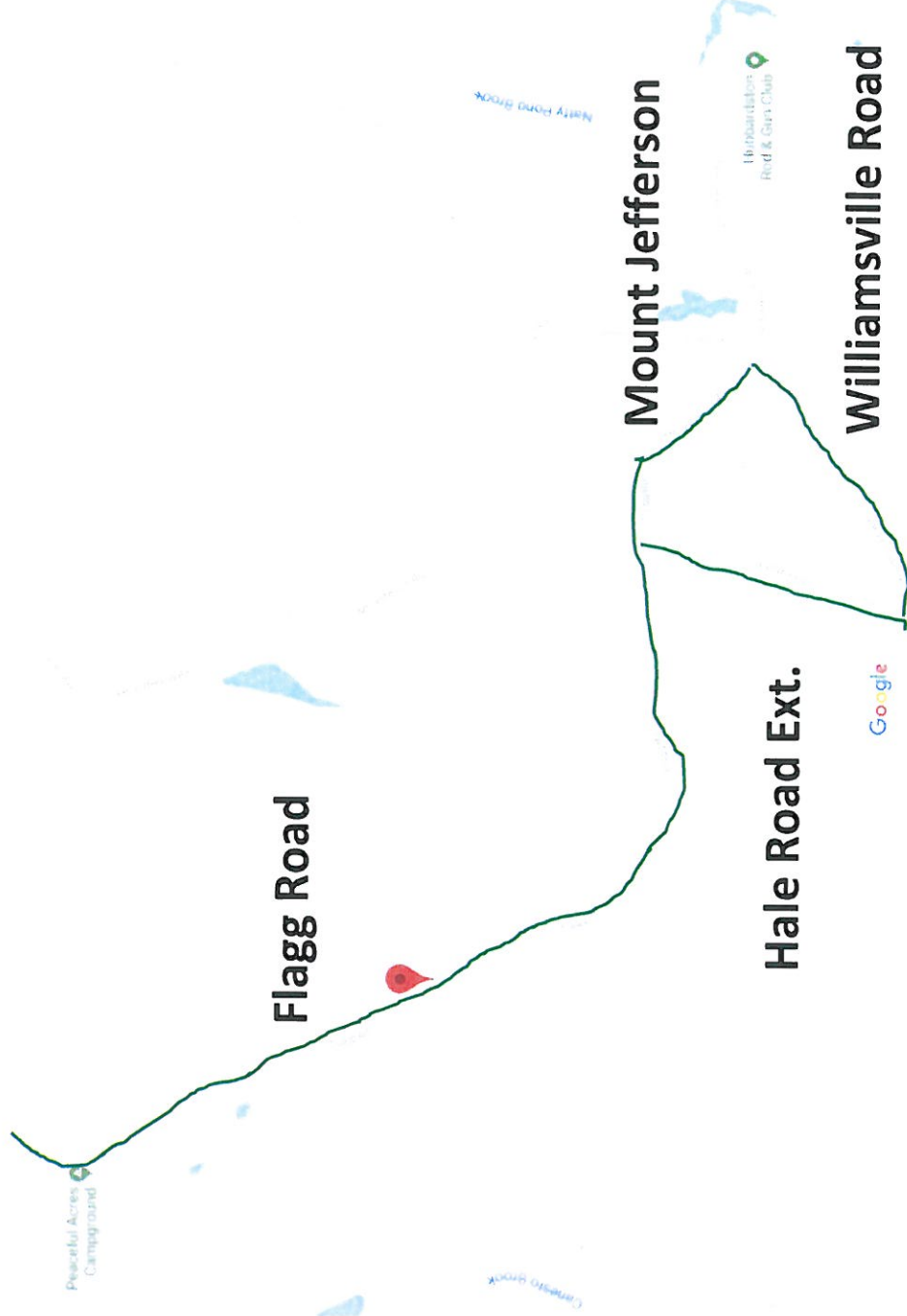


Proposed FY21 Chapter 90 Road Maintenance Plan

- **Flagg Road**
 - Estimated \$198k, full depth reclamation
- **Hale Road Extension**
 - Estimated \$80k, full depth reclamation
- **Williamsville Road**
 - Estimated \$80k, Hale Road Ext. to Mount Jefferson Road
- **Mount Jefferson Road**
 - Estimated \$50k, from Williamsville Road to Flagg Road



Proposed FY2021 Chapter 90 Road Maintenance Plan



Flagg Road



Williamsville Road



Proposed FY22 Chapter 90 Plan



● Williamsville Road

- Estimated \$300k, reclaim and pave 3 inches of hot mix asphalt with berm and tack coat from Kruse Rd. to the bridge at pole #149. This project cost includes basin work.

● Simonds Hill Road

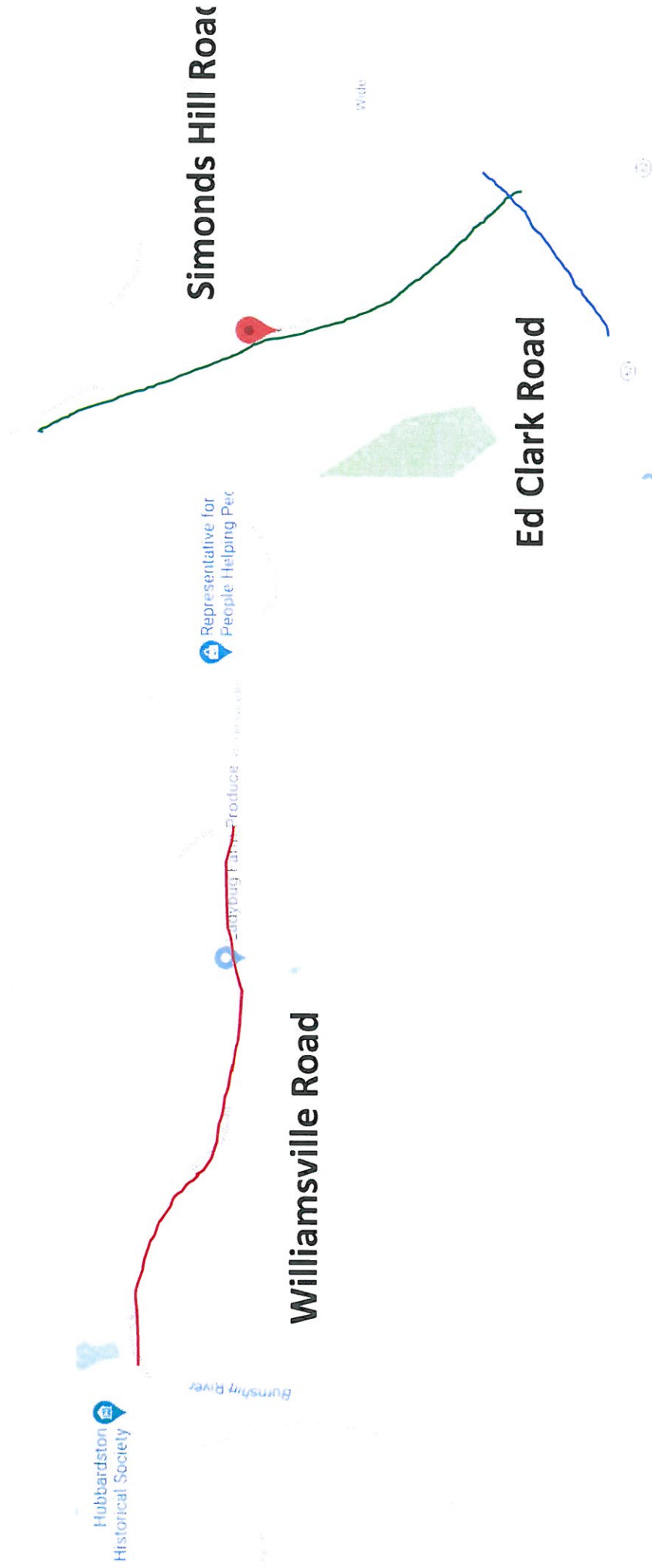
- Estimated \$108k, 20% crumb rubber application on the entire Road with a 1" hot mix asphalt leveling coat.

● Ed Clark Road

- Estimated \$41k, 20% crumb rubber application from Rt.62 to Simonds Hill Rd. and reclaim with 3" hot mix asphalt from Simonds Hill Rd. intersection to the last house.

*** Elm Street, Parsons, Barre Road, Barre Road Cutoff and Brigham moved to FY23 because of Route 62 culvert replacement detour ***

Proposed FY2022 Chapter 90 Road Maintenance Plan



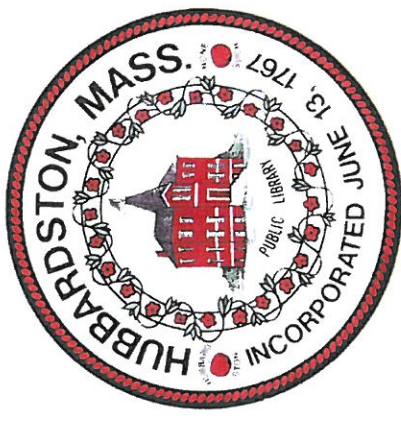
Simonds Hill Road



Ed Clark Road

Proposed FY23 Chapter 90 Plan

- **Elm Street**
 - Estimated \$100k, reclaim and pave 4 inches of hot mix asphalt to the entire road w/basin work.
- **Brigham Street**
 - Estimated \$193k, reclaim and pave 4 inches of hot mix asphalt from Main St. to the bridge with berm and basin work.
- **Brigham Street**
 - Estimated \$50k, 20% crumb rubber from the bridge to New Westminster Rd.
- **Barre Road**
 - Estimated \$77k, from Twin Hill Road to Elm Street
- **Barre Road Cut Off**
 - Estimated \$11k, from Twin Hill Road to Elm Street
- **Parsons Road**
 - Estimated \$24k, full road



The map displays a green route starting from Parsons Road, heading north through Elm Street and Brigham Street, and ending at Barre Road (to Twin Hill). The route is flanked by various landmarks and roads. To the west of the route are Curtis Recreation Field, Hubbardston Library, Hubbardston Free Methodist Church, and Hubbardston School. To the east are Hubbardston Assessors, Hubbardston Liquors & Food Market, and Hubbardston Free Methodist Church. The route also passes by the Hubbardston Brook and the Hubbardston Pond. The map includes labels for Parsons Road, Barre Road Ext., Barre Road (to Twin Hill), Elm Street, and Brigham Street. Other roads shown include Old Westminster Rd, New Westminster Rd, and Old Hubbardston Rd. The map also shows the location of the Hubbardston Brook and the Hubbardston Pond.

Barre Road Ext.

Barre Road (to Twin Hill)

Brigham Street



Barre Road
Cutoff



Parsons



Proposed FY24 Chapter 90 Plan

● Thompson Road

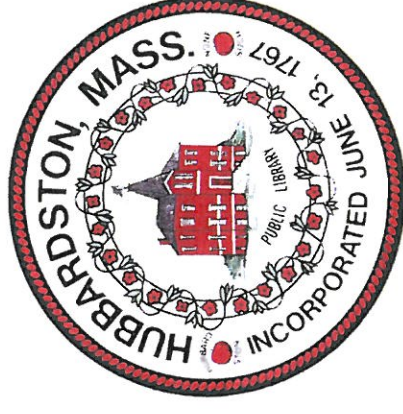
- Estimated \$237k, reclaim and pave with 3 inches of hot-mix asphalt, add berm

● Kruse Road

- Estimated \$204k, reclaim and pave with 3 inches of hot-mix asphalt, add berm

● Root Road

- Estimated \$83k, full road



Proposed FY2024 Chapter 90 Road Maintenance Plan



Thompson Road



Kruse Road



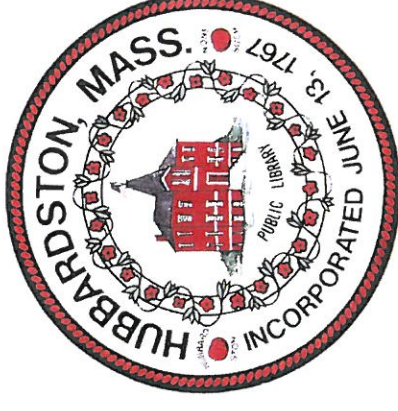
Proposed FY25 Chapter 90 Plan

- Pitcherville Road
 - Estimated \$231k, full road

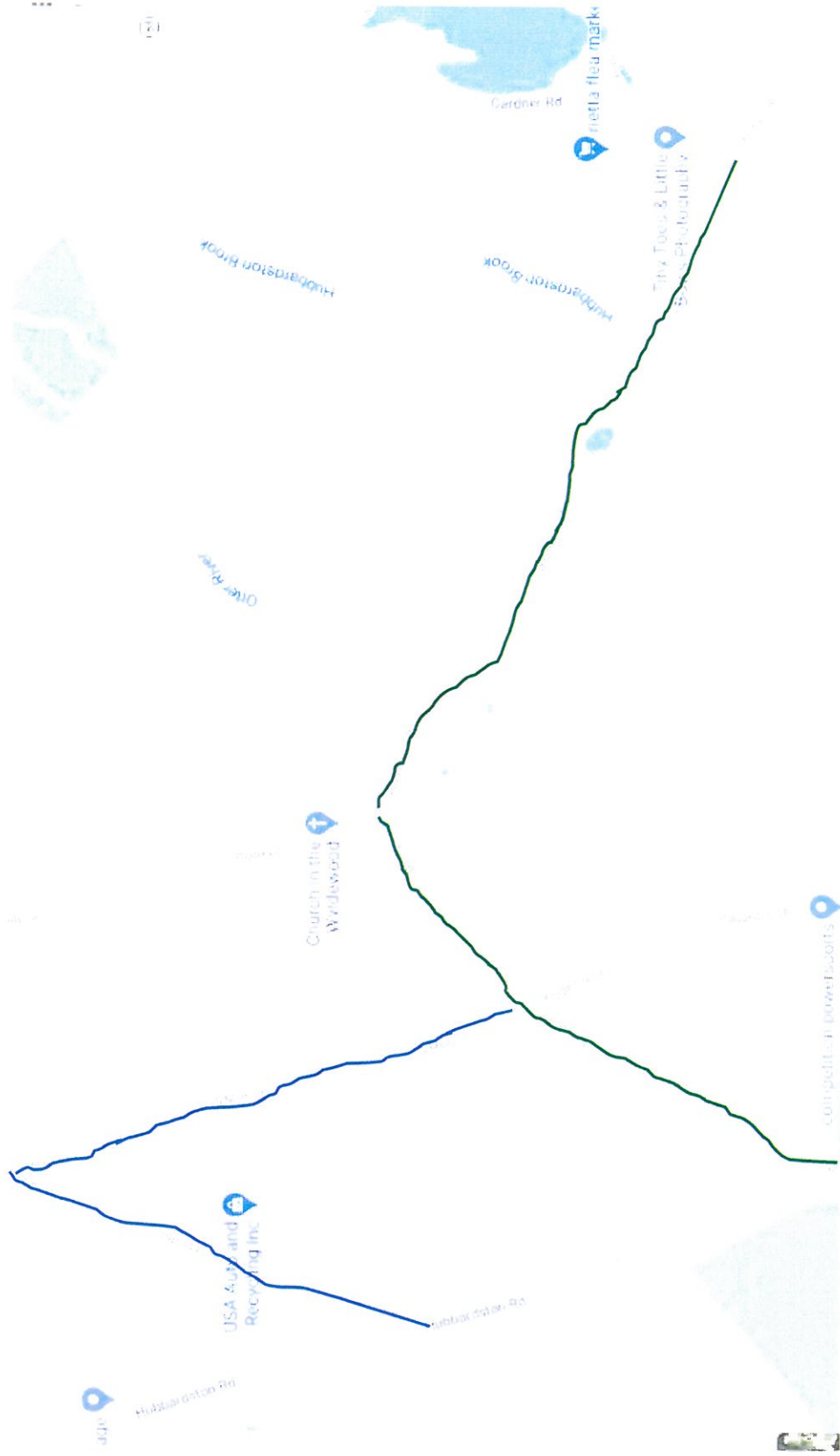
- Birches Road
 - Estimated \$94k, (paved section, add berm)

- Cross Road
 - Estimated \$106k, (New Templeton to Ragged Hill)

- Ragged Hill Road
 - Estimated \$11k, (Birches to Templeton Line)



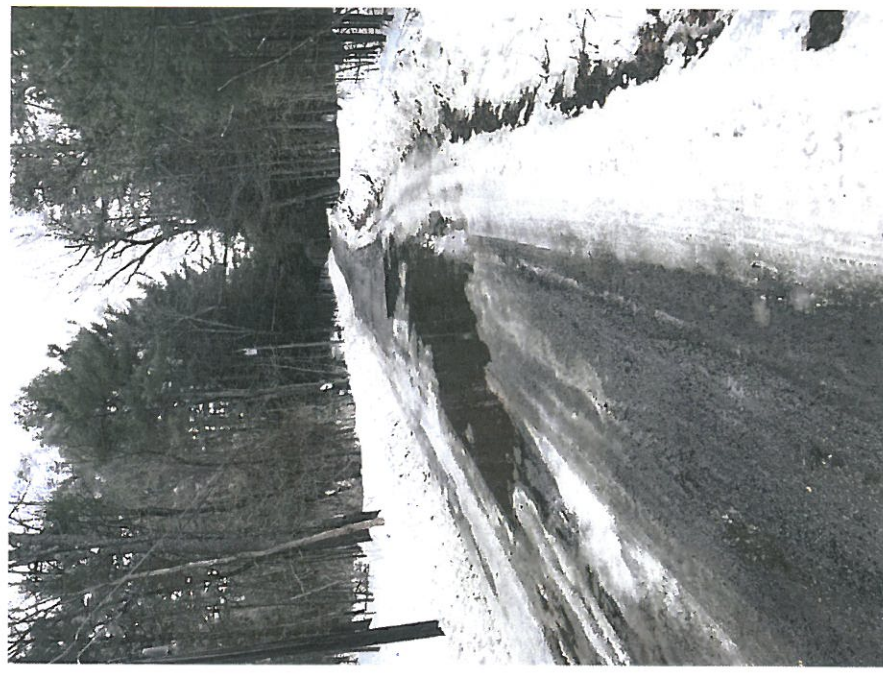
Proposed FY2024 Chapter 90 Road Maintenance Plan



Pitcherville Road



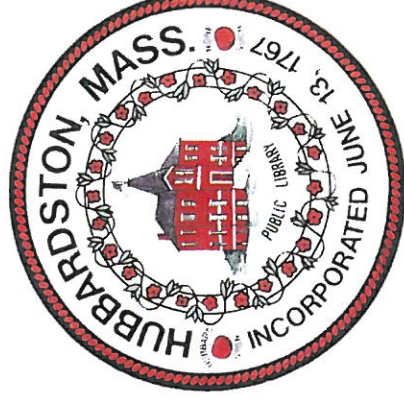
Birches Road



Beyond 2025

- High Street (\$265k)
- Dogwood North with basins (\$180k)
- Laurel Street with basins (\$85k)
- Geordie Lane (\$110)
- Bickford, Tahanto, Forest, Brookside Drive (\$86k)
- Dogwood South with basins (\$100k)

** This is not in priority order*



Ongoing Road Maintenance Projects

● DIRT ROAD GRADING:

- The DPW grades town dirt roads twice annually, once at the conclusion of the winter season and once in preparation for plowing season

● POT HOLE REPAIR:

- The DPW systematically addresses town pot holes, focusing on known road issues and responding to community concerns when possible

● CRACK SEALING:

- In order to prevent damage to road bases, the DPW bids out crack sealing annually. Crack sealing extends road life in a cost-effective manner. The funding for this important road maintenance measure comes from Chapter 90 funds.

● LINE PAINTING:

- The DPW spends more than \$30,000 annually to update road lines and markings

Crack Sealing – New Westminster (Example)



Final Considerations

- While there is much work necessary to complete the comprehensive road plan, the DPW is attempting to maximize local revenues by bundling projects and leverage state and federal grants
- Connectivity is an important goal of the comprehensive road plan, attempting to finish quadrants of Hubbardston roads to minimize costs
- The comprehensive road plan will be updated annually prior to the budget season conclusion to facilitate funding discussions

Ragged Hill Road Lot 3 Bid Opening (parcel 218)

4pm, April 13, 2020

Slade Building (Virtual)

Required Docs

- 1.) Cover letter including contact for all parties
- 2.) Certificate of Corporate Vote (corporations only)
- 3.) Identify the correct lot on bid proposal sheet
- 4.) Preapproval of Proof of Funds
- 5.) \$1000 deposit to the Town of Hubbardston

<u>NAME</u>	<u>CONTACT</u>	<u>BID PROPOSAL</u>
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1.) D2 BUILDERS	520 MANNING ST JEFFERSON, MA 01522	\$ 25,000
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2.) DAN BLANCHARD	dblanchard9@gmail.com	\$ 10,000
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3.) STEVEN SHEPPARD	427 CENTRAL ST. WINCHENDON, MA 01475	\$ 10,000
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Ragged Hill Road Lot 4 Bid Opening (parcel 219)

4pm, April 13, 2020

Slade Building (Virtual)

Required Docs

- 1.) Cover letter including contact for all parties
- 2.) Certificate of Corporate Vote (corporations only)
- 3.) Identify the correct lot on bid proposal sheet
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<u>NAME</u>	<u>CONTACT</u>	<u>BID PROPOSAL</u>
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1.) D2 BUILDERS INC	520 MANNING ST JEFFERSON, MA 01522	\$ 25,000
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2.) DAN BLANCHARD	dblanchard9@gmail.com	\$ 10,014
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Ragged Hill Road Lot 5 Bid Opening (parcel 220)

4pm, April 13, 2020

Slade Building (Virtual)

Required Docs

- 1.) Cover letter including contact for all parties
- 2.) Certificate of Corporate Vote (corporations only)
- 3.) Identify the correct lot on bid proposal sheet
- 4.) Preapproval of Proof of Funds
- 5.) \$1000 deposit to the Town of Hubbardston

<u>NAME</u>	<u>CONTACT</u>	<u>BID PROPOSAL</u>
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1.) D2 BUILDERS INC	520 MANNING ST JEFFERSON, MA 01522	\$ 25,000.00
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2.) DAN BLANCHARD		
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oblanchard9@gmail.com

\$ 10,014.00

Town of Hubbardston

REQUEST FOR PROPOSALS

The Board of Selectmen of the Town of Hubbardston, Massachusetts, is soliciting Sealed Proposals to dispose of three parcels of land located on Ragged Hill Road in the Town of Hubbardston (each a "Lot," and, together, the "Lots"). Proposals may be made to purchase one or more of the Lots. Proposals will be received in the Office of the Board of Selectmen, 7 Main Street, Box 3, Hubbardston, MA 01452 until **4:00 p.m.** local time on **Monday, April 13, 2020** at which time the proposals will be opened publicly. Proposals must be sealed and clearly marked "Proposal to Purchase Ragged Hill Lot(s)" in the lower left corner. Fax submissions will not be accepted.

Proposal packages may be obtained from the Office of the Town Administrator, 7 Main Street, Box 3, Hubbardston, MA 01452, tel. #978-928-1400 x200, Monday through Thursday, between the hours of 8:00 a.m. and 4:00 p.m., holidays excepted. Packages are also available at: <https://www.hubbardstonma.us/town-administrator/pages/procurement>. Appointments for viewing the Lots may be made by calling the Town Administrator at the above phone number.

The successful proposer must be prepared to enter into a Purchase & Sale Agreement, substantially in the form attached hereto, within fifteen (15) days from the opening of the proposals.

No proposer may withdraw his proposal for a period of one hundred eighty (180) days after the date set for the opening thereof. The awarding authority is the Board of Selectmen.

The Town has determined that this transaction is subject to the Uniform Procurement Act, G.L. c. 30B. Therefore, the provisions of G.L. c. 30B are hereby incorporated by reference in this Request for Proposals ("RFP").

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, or to cancel this procurement at any time if it is in the Town's best interest to do so.

Town Administrator
Ryan M. McLane

Date: March 11, 2020

REQUEST FOR PROPOSALS

I. INTRODUCTION

The Town of Hubbardston is seeking proposals for the purchase of three parcels of Town-owned land located on Ragged Hill Road (each a "Lot," and, together, the "Lots") and shown as Lots 3, 4 and 5 on a plan entitled "Plan of Land in Hubbardston, MA Prepared for the Town of Hubbardston," dated May 20, 2008, recorded with the Worcester South Registry of Deeds in Plan Book 868, Plan 100 (the "Plan"), a copy of which Plan is attached hereto and incorporated herein. The Lots are further described in a Tax Taking, dated October 25, 1963, recorded with the Worcester South Registry of Deeds (the "Registry") in Book 4420, Page 244, and as Assessor's Map 2, Lots 218, 219 and 220. Proposers seeking to purchase more than one (1) Lot must submit separate proposals for each Lot.

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory contract terms with the successful proposer, to waive any informalities, or to cancel this procurement at any time if it is in the Town's best interest to do so.

II. BACKGROUND

Lot 3 contains 3.36 acres, Lot 4 contains 3.37 acres, and Lot 5 contains 3.29 acres. The Lots are located in a Residential/Agricultural Zoning District.

The Town has conducted soil evaluations and borings with respect to the suitability of the Lots for the location of on-site sewage disposal systems in accordance with Title 5 of the State Environmental Code, 310 CMR 15.000 et seq. Documents relating to the results of these evaluations are on file at the office of the Board of Health and are available for inspection during normal business hours. Please be advised, however, the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the information contained in these documents. The proposer assumes all risk in connection with the use of the information, and releases the Town from any liability in connection with the use of the information provided by the Town.

III. MANDATORY TERMS

1. Proposers must identify the Lot(s) that the proposer seeks to purchase by reference to the lot numbers shown on the Plan and mark the Lot number on the upper right-hand corner of their proposal(s).
2. If the proposer intends to purchase more than one (1) Lot, the proposer must submit a separate proposal for each Lot.
3. If the proposer intends to purchase more than one (1) Lot, the proposer must be willing to purchase any one or all of the Lots that the proposer identifies in its proposals. The Town has the sole and absolute discretion to determine which Lot, if any, identified by a proposer, that the Town intends to award to that proposer.

4. The successful proposer shall be required to enter into a Purchase and Sale Agreement (“P&S”) with the Town, substantially in the form attached hereto as Form E, within fifteen (15) days of the opening of this proposal, containing in addition to the usual provisions, the following mandatory terms:

- A. The successful proposer shall pay a deposit of ten percent (10%) of the purchase price of the Lot(s). The deposit of the successful proposer will be credited against the purchase price set forth in the P&S. In the event of the proposer’s default, the Town shall retain the deposit as liquidated damages.
- B. The Lots are being sold “as is.” In the P&S, the Buyer shall acknowledge that the Lots are being sold “as is.” The Town shall bear no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by statute (herein collectively referred to as “Hazardous Waste”) on, in, under or emitting from the Lot(s) and the successful proposer agrees to defend, with counsel satisfactory to the Town, and, to the extent not prohibited by law, to pay, protect, release, indemnify and save harmless the Town from and against, any and all liabilities, damages, loss, costs, expenses (including any and all attorneys’ fees, and expenses of the Town), causes of action, suits, claims, demands or judgments of any nature whatsoever arising prior and subsequent to delivery of the deed for any injury to person or property arising from any Hazardous Waste that is on, in, under, or emitting from the Lot(s). The provisions of this Paragraph shall survive delivery of the Deed.
- C. No broker’s commission shall be paid by the Town and the successful proposer shall indemnify and hold harmless the Town from any claims for such commission.
- D. The Closing Date shall be forty-five (45) days from the date on which the P&S is signed by the Town and the successful proposer.

IV. SUBMITTAL REQUIREMENTS

A. **Minimum Submittal Requirements**

The proposer shall provide, at a minimum, the following as part of the proposal:

- 1. Cover letter. This letter shall provide an expression of interest, identify the proposer and list the name, address and telephone number of all interested parties.
- 2. For a corporate proposer, a Certificate of Corporate Vote.
- 3. Identification of the Lot(s) that the proposer seeks to purchase by reference to the lot number(s) shown on the Plan on the upper right-hand corner of the proposal(s).
- 4. If the proposer intends to purchase the Lot(s) with a purchase money mortgage, the proposer must provide a pre-approval letter from an institutional lender acknowledging

that the proposer has sufficient financial resources to obtain a loan commitment, subject to prevailing terms and conditions.

5. Check for \$1,000 payable to the Town of Hubbardston as a binder to be credited to the deposit to be paid under the P&S with the successful proposer or otherwise returned.
6. Five copies of the proposal shall be submitted to the Town Administrator and must be delivered in a sealed package that is clearly marked "Purchase of Ragged Hill Road Lots."
7. Other Information. The proposer should include in this section any other information or unique features which the proposer believes the Town should know in order to fully evaluate the proposal.

B. General Submittal Requirements

1. Proposers are cautioned that it is the responsibility of each individual proposer to assure that his/her proposal is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature.
2. Proposals may be modified only by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
3. Proposals may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of proposals.
4. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw his/her proposal for a period of one hundred eighty (180) days after the general submission deadline.
5. All questions about the meaning or intent of this RFP shall be received in writing by mail or fax in the Office of the Town Administrator, 7 Main Street – Box 3, Hubbardston, MA 01452, tel. 978-928-1400; facsimile 978-928-3392. Proposers are requested to forward questions early in the procurement process and no later than 10 calendar days before receipt of proposals. Answers will be in writing and will be sent by the Town Administrator to all prospective proposers.
6. The successful proposer shall comply with all applicable federal, state, and local laws and regulations related to real estate transactions.
7. All proposals submitted to the Town must include all forms included within the contents of the RFP and they must all be filled out and properly executed. Failure to submit all forms properly filled out and executed will be grounds for rejection of the proposal.

8. All signatures must be handwritten and in ink by the person(s) authorized to purchase the parcel(s). All other words and figures submitted on the proposal shall be neatly written in ink or typed. Proposals that are conditional, obscure, or which contain additions not called for in the specifications, erasures, alterations, or irregularities may be rejected.
9. All proposals become the property of the Town. The Town has the right to disclose information contained in the proposals.
10. The Town reserves the right to make an award to a proposer that offers other than the highest price for the Lot(s). The Town will consider the overall value of the offer, including both monetary and non-monetary consideration.
11. The selection of the proposer shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin.
12. The Town reserves the right to request additional information from any and all respondents to this solicitation if it is deemed necessary in order to identify the most advantageous proposal.

V. EVALUATION

In making an award, the Board of Selectmen shall consider the following criteria:

1. Amount of purchase price;
2. Ability of proposer to meet the financial obligations of the purchase;
3. Satisfaction of all of the Submittal Requirements set forth above in Section IV;
and
3. Submission of all required forms properly filled out and executed

The Board of Selectmen will consider all of the above factors and will make an award deemed to be in the best interest of the Town. The Board of Selectmen shall not be obligated to award the Lots to the proposer proposing the highest purchase price.

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

FORM A

Price Proposal Form

Please indicate price to be paid for conveyance of the Town Property:

Please write your proposal offer:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

Note: *Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

Name of proposer

Name and title of person signing proposal

Signature of person signing proposal

Date

Title

Address

(Note: This form must be included in the proposal submission)

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

FORM B

Certificate of Non-Collusion

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

“The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

(Please Print)

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

(Note: This Form must be included in the proposal submission)

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

FORM C

Certificate of Tax Compliance

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

Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date: _____

Tax ID Number: _____

(Note: This Form must be included in the proposal submission)

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

FORM D

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

(2) Type of Transaction, Agreement, or Document:

Sale by Town of Hubbardston

(3) Public Agency Participating in Transaction:

Town of Hubbardston

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Property ____ Lessee/Tenant

____ Seller/Grantor ___X___ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

Town of Hubbardston

REQUEST FOR PROPOSALS FOR PURCHASE OF TOWN PROPERTY RAGGED HILL ROAD

FORM E

PURCHASE AND SALE AGREEMENT

1. **PARTIES.** The Town of Hubbardston, having an address of 7 Main Street – Box 3, Hubbardston, MA 01452, hereinafter called the SELLER, agrees to sell, and _____, having an address of _____, hereinafter called the BUYER, agrees to buy, upon the terms hereinafter set forth, the following described premises.

2. **PREMISES.** Lot ___, containing ___ acres, shown on a plan entitled “Plan of Land in Hubbardston, MA Prepared for the Town of Hubbardston,” recorded with the Worcester South Registry of Deeds in Plan Book 868, Plan 100.

3. **TITLE DEED.** Said premises are to be conveyed by a quitclaim deed to BUYER by written notice to the SELLER at least seven (7) business days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Any liens for municipal betterments assessed after the date of this Agreement; and
- (c) Any easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for _____ purposes.

4. **TIME FOR PERFORMANCE; DELIVERY.** Such deed is to be delivered at 11:00 a.m. at the Worcester South Registry of Deeds on _____ or a closing by mail, at SELLER’S discretion. If the closing date shall fall on a weekend or holiday on which the Registry of Deeds is closed, the closing shall take place on the next business day thereafter. It is agreed that time is of the essence of this Agreement.

5. **PURCHASE PRICE.** The agreed purchase price for said premises is the conveyance to the SELLER of _____ Thousand and 00/100 Dollars (\$ _____), of which:

\$ _____	has been paid a deposit on this day; and
\$ _____	are to be paid at the time of delivery of the deed by certified, treasurer’s, or bank check or by wire transfer, at SELLER’S discretion
_____	TOTAL

6. PLANS. If said deed refers to a plan necessary to be recorded therewith the SELLER shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

7. ACCEPTANCE OF DEED. The acceptance of a deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

8. ADJUSTMENTS. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by the BUYER at the time of delivery of the deed. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

9. POSSESSION AND CONTROL OF PREMISES. Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

10. EXTENSION TO MAKE TITLE OR PREMISES CONFORM. If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless the SELLER elects, in its sole discretion, to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. In no event, however, shall reasonable efforts require the SELLER to expend more than \$500.00, including attorneys' fees but excluding monetary encumbrances voluntarily placed on the premises by SELLER.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE. The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can

deliver to the said premises in their then condition and to pay therefore the purchase price, without deduction, in which case the SELLER shall convey such title.

13. DEPOSIT. All deposits made hereunder shall be held by the Treasurer of the Town of Hubbardston as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER, or by order of a court of competent jurisdiction.

14. BUYER'S DEFAULT; DAMAGES. If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as SELLER'S sole and exclusive remedy at law and equity for BUYER'S breach of this Agreement.

15. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

16. REPRESENTATIONS AND WARRANTIES. The BUYER acknowledges and agrees that the BUYER has not relied on or been influenced to enter into this transaction because of any warranties or representations not set forth in this Agreement.

17. MORTGAGE CONTINGENCY CLAUSE. The BUYER'S performance hereunder is contingent upon receipt by the BUYER of a firm written loan commitment from an institutional lender (the "Lender"), upon commercially reasonable terms, in the amount of _____ Dollars (\$ _____ .00) (the "Financing"). BUYER shall use good faith, commercially reasonable and diligent efforts to obtain such Financing. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained within twenty (20) days from the date of this Agreement, the BUYER and the SELLER shall each have the right to terminate this Agreement by written notice to the other party prior to the expiration of such time, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions within three (3) days from the date of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

18. BROKERS. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

19. AFFIDAVITS. At the time of delivery of the deed, SELLER shall execute and deliver all the usual and customary affidavits required by BUYER'S attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to BUYER to the effect that there are no tenants, lessees or parties in possession of the premises, and that SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA). BUYER shall execute a Disclosure of Beneficial Interest Form as required by G.L. c.7C, §38.

20. HAZARDOUS MATERIALS. BUYER acknowledges that BUYER has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. BUYER represents and warrants that it or its agents have conducted a full inspection of the premises, and based upon BUYER'S investigation, BUYER is aware of the condition of the premises and will accept the premises "AS IS". BUYER acknowledges that SELLER has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the premises or for any other condition or defect on the premises. The provisions of this Section shall survive delivery of the deed.

21. PROPERTY INSPECTION. BUYER and BUYER'S agents shall have the right to enter the premises upon no less than forty-eight (48) hours written notice to SELLER, at BUYER'S own risk, for the purposes of inspecting the premises for the presence of Hazardous Materials, provided that BUYER shall not conduct any subsurface tests without SELLER'S prior written consent, not to be unreasonably withheld, and shall promptly restore the premises to their condition prior to any such disturbance. BUYER shall defend, indemnify and hold SELLER harmless against any claim by BUYER or BUYER'S agents, employees or invitees (with BUYER, the "Buyer Parties") for any harm, injury, loss, claims, demand, damage and/or liability arising from or relating to said entry and shall restore the Premises to substantially the same condition as prior to such entry. BUYER shall maintain comprehensive liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of BUYER under the terms and conditions of this agreement to indemnify, defend and hold harmless SELLER: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. The insurance coverage required hereunder shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better. Prior to entering the premises, BUYER shall provide SELLER with a copy of such insurance policy in each case indicating SELLER is an additional insured on the policy and showing compliance with the foregoing provisions. BUYER'S obligations hereunder are contingent on not having found Hazardous Materials on the premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder. If BUYER finds such Hazardous Materials and informs SELLER of

the same in writing prior to the closing date, this Agreement shall be null and void and without recourse to the parties. The provisions of this Section shall survive the delivery of the deed.

22. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

23. ASSIGNMENT. BUYER shall not assign this Agreement or any of its rights hereunder without prior written consent of SELLER, which may be withheld in the SELLER'S sole and absolute discretion.

24. CLOSING. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

25. BUYER'S WARRANTIES. BUYER hereby represents and warrants that this Agreement and all documents to be executed by BUYER and delivered to BUYER at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by BUYER, and BUYER hereby acknowledges and agrees that, except for the representations and warranties of the SELLER expressly set forth in this Agreement, the BUYER has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by the SELLER or any employee or representative of the SELLER.

26. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon the earlier of receipt, if hand delivered, one business day after deposit with an express courier service such as Federal Express, the date of receipt or the date that receipt was refused, if sent by certified mail, return receipt requested, or confirmed facsimile transmission, addressed to the parties at the addresses set forth above, and to the party's attorney, as set forth below:

If to SELLER, with a copy to:

In to BUYER, with a copy to:

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

27. DEFAULT. In the event that SELLER defaults under this Agreement, BUYER shall be entitled to terminate this Agreement, and receive a refund of the deposit. The foregoing shall be BUYER'S sole and exclusive remedy at law and in equity for any breach of this agreement by SELLER.

28. POST CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within sixty (60) days of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the deed.

29. EXTENSIONS. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile or scanned signatures shall be construed as original.

30. CONSTRUCTION. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

[Signature Page Follows]

Signed by the parties under seal as of this _____ day of _____, 2020.

SELLER:
TOWN OF HUBBARDSTON,
By Its Board of Selectmen

BUYER:

**AGREEMENT
BY AND BETWEEN THE
TOWN OF HUBBARDSTON
AND THE
MONTACHUSETT REGIONAL PLANNING COMMISSION**

THIS AGREEMENT was made as of the 23rd day of March, 2020 by and between the Town of Hubbardston, MA 01452 (hereinafter "COMMUNITY"), and the MONTACHUSETT REGIONAL PLANNING COMMISSION, 464 Abbott Avenue, Leominster, MA 01453 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS, the COMMUNITY requires the assistance from a professional CONSULTANT in order to enable the COMMUNITY to fulfill the mission of the COMMUNITY to complete a Land Use Master Plan Chapter according to the Scope of Services as described in ATTACHMENT A; and

WHEREAS, the CONSULTANT accepts the responsibility of completing all tasks summarized in the above paragraph and detailed within ATTACHMENT A and is willing to complete all, feasible tasks within the TIME OF PERFORMANCE as identified in Section 6, below and will accept the level of compensation identified in Section 7 COMPENSATION, BUDGET AND INVOICING METHOD.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The COMMUNITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall complete all, feasible tasks in accordance with ATTACHMENT A.
3. **ELIGIBLE ACTIVITIES:** Eligible activities under this Agreement must be consistent with all laws, rules, regulations, policies and procedures regarding the proper administration of all, other applicable COMMUNITY agreement(s) funding this contract and all other tasks associated with the successful implementation of the COMMUNITY.
4. **RESPONSIBILITY OF COMMUNITY:** The COMMUNITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services described in ATTACHMENT A.
5. **SUBCONTRACTS:** No subcontracts may be awarded by the CONSULTANT to any other party the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT under this Agreement, without prior written approval of the COMMUNITY.

6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence upon execution of this contract and shall be undertaken and completed in sequence so as to assure their expeditious completion, by December 15, 2020.
7. **COMPENSATION, BUDGET AND INVOICING METHOD**
 - a. COMPENSATION: See details in ATTACHMENT B.
 - b. BUDGET AND INVOICING METHOD: See details in ATTACHMENT B.
8. **GENERAL PROVISIONS:**
 - a. ACCESS TO RECORDS: The COMMUNITY and the CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the COMMUNITY and the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement to each other and to the funding agency.
 - b. TERMINATION: The COMMUNITY may terminate this Agreement with the other party, for cause, upon thirty (30) days written notice to the CONSULTANT, if the CONSULTANT fails to carry out the obligations described in this Agreement. The CONSULTANT may terminate this Agreement with upon thirty (30) days written notice to the COMMUNITY, if the COMMUNITY fails to carry out the obligations described in this Agreement. In case of termination, all finished and unfinished documents shall become the property of the COMMUNITY. In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according the "COMPENSATION, BUDGET AND INVOICING METHOD," ATTACHMENT B.
 - c. AMENDMENTS: This Agreement may be amended provided such amendment is in writing by the signatories hereto.
 - d. DISCRIMINATION: The COMMUNITY and the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, pregnancy, religion, national origin, disability, age, military service or affiliation, bankruptcy, genetic information, citizenship status, sexual orientation, gender identity, marital status, or arrest record. Both parties shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, sex, pregnancy, religion, national origin, disability, age, military service or affiliation, bankruptcy, genetic information, citizenship status, sexual orientation, gender identity, marital status, or arrest record. Such action shall include, but not be limited to, the following employment activities: job advertisements, recruitment, application and hiring, background checks, job referrals, job assignments and promotions, pay and benefits, discipline and discharge, employment references, training and apprenticeship programs, harassment, terms and conditions of employment, and pre-employment Inquiries. The COMMUNITY and CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The COMMUNITY and CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, sex, pregnancy, religion, national

origin, disability, age, military service or affiliation, bankruptcy, genetic information, citizenship status, sexual orientation, gender identity, marital status, or arrest record. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the COMMUNITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT'S breach of this agreement or the negligence or misconduct of the CONSULTANT, or the CONSULTANT'S agents or employees.

- e. LICENSES: The COMMUNITY and the CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Agreement, as required by federal, state and/or local laws or regulations.
 - f. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of the COMMUNITY.
9. **SEVERABILITY:** If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.

This contract will be considered invalid if the attached CERTIFICATE OF TAX COMPLIANCE and
CERTIFICATE OF NON-COLLUSION are not fully executed and dated by the CONSULTANT.

IN WITNESS THEREOF, the COMMUNITY and the CONSULTANT have executed this Agreement
under the seal in duplicate as of the date above written.

Approvals and Signatures

BY:	BY:
Hubbardston Board of Selectmen Town of Hubbardston Authorized Signatory	Glenn P. Eaton, Executive Director MONTACHUSETT REGIONAL PLANNING COMMISSION Authorized Signatory
_____ Date	_____ Date

The following Certificate of Tax Compliance must be completed by the CONSULTANT and submitted as part of this contract.

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, the signatory for MONTACHUSETT REGIONAL PLANNING COMMISSION certifies under the pains and penalties of perjury that the said CONSULTANT has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

CONSULTANT:

By: _____
(signature of authorized representative)

Executive Director
(Title)

_____ (date)

The following Certificate of Non-Collusion must be completed by the CONSULTANT and submitted as part of this contract.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

_____/_____/_____
Date

Glenn P. Eaton, Executive Director

Printed Name of Person Signing Proposal

Montachusett Regional Planning Commission

Name of Business (If applicable)

Attachment A
Scope of Services

The COMMUNITY requires the assistance from a professional CONSULTANT to enable the COMMUNITY to fulfill the mission of the COMMUNITY to complete a Land Use Master Plan Chapter

The tasks defined in this Scope of Services shall commence upon execution of this Memorandum of Understanding and be completed by December 15, 2020.

Attachment A
DRAFT Scope of Services

The COMMUNITY requires the assistance from a professional CONSULTANT to enable the COMMUNITY to fulfill the mission of the COMMUNITY to develop a Land Use Master Plan Chapter. The tasks defined in this Scope of Services shall commence upon execution of this Memorandum of Understanding and be completed no later than December 15, 2020.

The Land Use Chapter will identify present land use and designate the proposed distribution, location and inter-relationship of public and private land uses. This chapter shall relate the proposed standards of population density and building intensity to the capacity of land available or planned facilities and services. A land use plan map illustrating the land use policies of the municipality shall be included.

Product: Land Use Master Plan Chapter	Timeline for Task Completion
Task #1 Inventory and Data Collection	May 2020
Task #2 Analysis of Inventory and Data Collected	July 2020
Task #3 Prepare for and attend one Planning Board Meeting to summarize information gathered at inventory and analysis stage	August 2020
Task #4 Draft Recommendations.	August 2020
Task #5 Review Draft Recommendations at one Planning Board Meeting.	September 2020
Task #6 Prepare then present Final Land Use Chapter at one Planning Board Meeting.	October 2020
Meetings	
Prepare Materials for and Attend one Planning Board Meeting to Summarize Information gathered at Inventory and Analysis Stage.	August 2020
Prepare Materials for and Attend one Planning Board Meeting to Present Recommendations.	September 2020
Prepare Materials for and Attend one Planning Board Meeting to Present Final Land Use Master Plan Chapter	October 2020

**ATTACHMENT B
COMPENSATION, BUDGET AND INVOICING METHOD**

COMPENSATION

This is an award of services from the MRPC to the COMMUNITY. This is not a cash award.

BUDGET

This contract is for the delivery of Massachusetts District Local Technical Assistance (DLTA) program services from the CONSULTANT to the COMMUNITY, see Table B, below.

The total US Dollar value of this contract for services between the COMMUNITY and the CONSULTANT is \$18,000 which equates to approximately 240 hours of MRPC planning services.

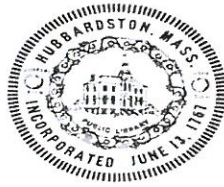
TABLE B

LINE ITEM	AMOUNT
District Local Technical Assistance Funds	\$16,200.00
MRPC Local Technical Assistance Funds	\$1,800.00
COMMUNITY Funds	\$0
Other Funds	\$0
TOTAL	\$18,000

INVOICING METHOD

The CONSULTANT will not invoice the COMMUNITY for the delivery of services under this State-funded service unless the COMMUNITY has opted to compensate the CONSULTANT for additional services.

Hubbardston Department of Public Works



Travis M. Brown
DPW Director

68 Worcester Road Phone: 978-928-1408

mailing address:

7 Main Street – Unit #6 Fax: 978-928-1409

Hubbardston, MA 01452 Email: highway@hubbardstonma.us

Surplus Equipment to Auction

97 Ford L8000 Dump Truck
98 Ford L8000 Dump /Wing Truck
2013 Ford Taurus (Cruiser)
2005 Chevy Malibu Maxx (drug car)
Old Cannon Printer (Model: D1350)
2-Desks
1-File Cabinet
2-Computer Monitors

Travis M. Brown
Hubbardston DPW Director



Town Administrator

7 MAIN STREET, Unit #3
HUBBARDSTON, MASSACHUSETTS 01452
(978) 928-1400 x 201 FAX (978) 928-3392

Long Term Projects – Remote Work During COVID-19

Library Department

Set up digital display for library lobby
Film and edit the library video
Reorganize filing system on the computer

Executive Assistant

Complete the Town Annual Report
Update all minutes and agendas (BOS)
Learn about the appointment process and complete timely

Treasurer/Collector's Office

Complete land of low value work
Correct/finalize A/P tailings
Update/organize payroll benefit process and handouts

Town Accountant

Update financial policies with current procedures

Town Administrator

Update all department pages on the Town Web site
Make all employee folders compliant and organized
Continue digital file transformation

Council on Aging

Monitor all the food deliveries and packaging (Oversee all the volunteers)
Oversee the writing of the Hubbardston Senior News
Keep the Hubbardston Senior Facebook page up dated

Assessor's Office / Planning Board

Continue training with RRG staff and available online resources to learn / support BOA.
Continue to catch up on work that is behind in BOA office (address changes, etc.).
Catch up on minutes for Planning Board and Board of Assessors

Land-Use Department

Bringing Community Septic Loan Program back to life
Updating applications/documents to ensure compliance
Office Manuals for each dept in Land Use

Town Clerk's Office

Continue election preparation
Complete backlogged minutes (BOS)
Update OML + Conflict of interest in new software, send out training to expired employees



Town Administrator

7 MAIN STREET, Unit #3
HUBBARDSTON, MASSACHUSETTS 01452
(978) 928-1400 x 201 FAX (978) 928-3392

To: Board of Selectmen

From: Ryan M. McLane
Town Administrator

Date: April 20, 2020

Subject: Town Administrator's Report

The following is the Town Administrator's report for the period ending April 17, 2020.

1. **COVID-19 Information** - Our town officials continue to respond to the COVID-19 outbreak, implementing safety measures, handling known coronavirus cases and providing resident services. All indications point to decisions from the Governor's Office early next week. These important decisions include information about the remaining school year and continued social-distancing measures. The state has also started reporting county and town-by-town case numbers. Residents can find information about regional COVID-19 cases and cases in Hubbardston by [clicking here](#). For more detailed information about Hubbardston's COVID-19 response, [click on this page](#) prominently located on the town's Web site (emergency red banner).
2. **Department Report** – Remote works continues for all departments except public safety/DPW. While not remote, these departments are following recommendations for increased distancing when possible. I have attached a report detailing the long-term project plans for each town-office department. The projects are occupying employees when not engaged with daily operations and resident services. It is fair to say there has not been much of reduction in resident demand at the department level. We believe we have strong resident support processes in place, but if a resident or town officials is having difficulty reaching a department, they should feel free to contact me by email: admin@hubbardstonma.us. We have also received a preliminary report from the Collins Center offering human resource recommendations and updating our town human resource policies. There will be more information available on these critical updates later this spring.

3. **Financial Management** – My Q3 financial report indicates our revenues are on target through March; however, financial indicators demonstrate difficulties in meeting projections for Q4, especially if residents have difficulty paying taxes. This will mean a reduction in revenue and less free cash for FY21. The staff and I are also pouring over data for FY21 revenue and expense projections. We anticipate reductions in many revenue categories due to current COVID-19 measures and the corresponding economic decline. This is consistent with recent guidance from state and regional partners. This guidance warns that the COVID-19 impact might be felt for years. I have attached an analysis of FY20 expectations and will present a comprehensive recommendation for amendments to the FY21 budget at your meeting on April 27th.
4. **Infrastructure Updates** – We are now sure local road construction projects will continue on Route 68 North (Curtis Rec. Field to Gardner), Route 62 (culvert replacement) and the Evergreen Road Bridge. Our chapter 90 projects on Flagg Road will also continue in July/August. Future state-funded projects remain uncertain, but the Town Center Project continues to look ready for funding in 2022 based on recommendations made at the most recent MPO meeting. Town Counsel has also finalized the affordable housing RFP for the remaining Ragged Hill Lot. That draft is with the Planning Board and will be brought for your approval on April 27th.
5. **Employee Recognition** – This week I would like to recognize Chief Dennis Perron for his work directing public safety during the COVID-19 outbreak. Chief Perron was quick to act when state and federal guidance was uncertain, assisting me with developing measures to help protect the community and his department. He coordinated the town's initial Personal Protective Equipment (PPE) requests, ensuring our public safety departments had enough supplies to safely provide services. His focus on community policing during the outbreak has also been invaluable, directing officers in both compliant and compassionate techniques that balance public health with community service. And finally, I would like to give the Chief my sincere thanks for assisting with last week's Porch Sing Along and providing consistent messages through town social media accounts. Well done Chief, the town benefits from your experience during times like these.

Please do not hesitate to contact me if you have any questions.



Ryan M. McLane
Town Administrator

Board of Selectmen Meeting Minutes
March 25, 2020
Virtual Meeting via Zoom

Members Present:

- Daniel Galante
- Jeff Williams
- Pat Girouard
- Kris Pareago
- Richard Haddad

Staff Present:

- Ryan McLane – Town Administrator
- Bobbie Thibault – Executive Assistant

Meeting called to order at 6:34 pm by Daniel Galante. Mr. Galante Announced that the meeting was being digitally recorded.

Open Session:

- None

Announcements:

- The Country Hen Scholarship is going to be sent out soon.
- Frozen Assets – Katie Young came on to announce the winners of this year's Frozen Assets.
 - 1st Place – Julie from the Hub Town Diner, winning a \$300 gift card.
 - 2nd Place – Marie, winning a \$150 gift card
 - 3rd Place – Addie Galante, winning a \$75 gift card
 - 4th Place – Morgan, winning eggs from the Country Hen for 8 weeks.

Katie thanked the Country Hen for hosting the "Outhouse" and all the Sponsors and participants. She is looking forward to another great year next year, hoping more people join in on the fun.

Presentations:

- None

New Business:

- Katie explained the one-day pour license needed for the Hubbardston Fair. The Gardner Ale House is willing to come again this year with Beer and Wine. The packet was provided for the Board to review.

Motion to approve a one-day pour license to the Gardner Ale House: Pat Girouard; 2nd Jeff Williams. No Discussion. Roll Call: Dan; Yes, Jeff; Yes, Pat; Yes, Kris; Yes, Richard; Yes. Vote: Unanimous.

- Jeff White – Appointed to the Hubbardston Police Department by Chief Perron and Ryan McLane. Jeff was brought before the Board for questions. Jeff was welcomed, and it was explained to him how the Board has the utmost respect for our Police Department, and they look forward to Jeff being a part of it, helping to Police the Community. Jeff agreed.

Motion to waive Notification of Officer White: Jeff Williams; 2nd Pat Girouard. No Discussion. Vote: All in Favor.

- Acceptance of the new Voting Machine – Documentation provided for the Board to accept the new Voting Machine.

Motion to sign the documentation to accept the new Voting Machine: Pat Girouard; 2nd Jeff Williams. No Discussion. Vote: All in Favor.

- Covid-19 Update and discussion – There was a stay at home order placed until April 7th. Schools, Town Offices, and non-essential businesses are to close. No gatherings of more than 10 people. Parks are open, but Residents are asked to stay at least 6 feet apart. Town Offices are operating full time, remotely from homes. All phone calls and e-mails are being returned within 24 hours. All Covid-19 Updates and information will be on the Town Web-site and can be found using the red banner across the top of the site. The Senior Center is Closed, but services are still continuing, to include eggs and meals. Mart is also running. The State is sending new information about tax payments, and that will be shared as decisions are made. Building Permits and inspections are being done virtually if possible. The Library had a virtual story time today which over fifty people logged into. All Public Meetings are being done Virtually via Zoom. They are being listed on the Meeting Calendar with information on how to join in on the meetings. Tonight, Ryan is asking the Board to declare a Local State of Emergency. This will allow the Town to apply for Grant money in the future due to Covid-19. Things to know about the budget.... Our revenue is going to take a big hit, but we are trying to control spending etc. and will revisit this as needed. We are maintaining our staffing levels for now, as are the Schools.

Motion to Declare Local State of Emergency due to Corona Virus Crisis: Jeff Williams; 2nd Pat Girouard. Discussion: Richard Haddad asked about Police Presence for the State of Emergency. Ryan explained it is not Mandated, but we are providing additional coverage ourselves. No further Discussion. Roll Call: Dan; Yes, Jeff; Yes, Pat; Yes, Kris; Yes, Richard; Yes. Vote: Unanimous.

- Planning Board discussion: Solar Bylaw Revisions – Alice Livdahl, Francois Steiger and Christina Sutcliffe are here for discussions. There have been complaints about visibility of Solar Fields. The Planning Board would like to amend the Solar Bylaw for Provisions as noted in a model plan done by Athol. Our Planning Board is looking to prohibit Solar Fields near Ridgelines and hilltops where they are highly visible. There are a number of provisions the Planning Board is liking for. Please see attached documentation for details. The Board of Selectmen feel like it might be a little too restrictive, but agrees that there needs to be an increased buffer field, so they are not visible. Any changes in the Bylaws will need to be approved at Town Meeting.
- Earth Removal Bylaw – Changing this Bylaw would need to be brought forward by the Board of Selectmen, but the Planning Board is here to explain the issues we are facing. There are no permits in place for Earth Removal, creating a loophole. Right now, there is no way to regulate Earth Removal. The Planning Board is looking for a way for there to be accountability by those Removing Earth. The Planning Board will come before the Board of Selectmen with a revised plan in the near future, showing the need for permits so there is accountability.
- The Master Plan has been coming along nicely. We are now at the implementation Chapter, and there is no grant to cover that. The cost would be \$14,000. The Planning Board does have some money to contribute, but they do not have the \$14,000. Dan is very impressed and proud of all the work done so far with so little money spent thus far. The Board of Selectmen will let the Planning Board know how and where they will be able to find money to help.

- Host Community Agreement – This is the Town saying if you are bringing Marijuana into our Town, this is what our agreement looks like. The Retail Host Community Agreement is the only one being voted on tonight.

Motion to sign the Host Community Agreement with the removal of Live feed option to the Police Department; Pat Girouard; 2nd Jeff Williams. No Discussion. Roll Call: Dan; Yes, Jeff; Yes, Pat; Yes, Kris; Yes, Richard; Yes. Vote: Unanimous.

- Town Administrator Evaluation – Push off till next Meeting to be able to give it the time it deserves.
- Library Roof (CPA) Borrowing – We need to extend borrowing. We will be getting bids tomorrow. No action required.

Old Business:

- FY21 Budget Discussion – Revenue is important, Schools are halted, we should give them space to figure out Current Operations. Dispatch went up considerably, but we spoke to the State, and our assessment will be level funded. A bit of good news.

Town Administrator's Report:

- This Report covered the Budget Update, which was covered earlier, Department Reports, Financial Management, Infrastructure and Employee Recognition. All staff is working from home, and are diligently answering phones, emails etc. We are available to help residents and continue services. Just a change on how we do business right now. All Covid-19 information is on our web site. Ryan would like to recognize all the Staff right now for doing a great job regardless of situation. Police and Fire are continuing to Serve the Community despite a great risk of exposure, DPW did snow removal during a stay at home order, and our Town staff has not missed a deadline, or phone call moved offices to their homes, demonstrating resilience that makes local Government special. Thank you all for caring about your jobs and taking care of the Residents. Please see attached documentation for details.

Policies to Review:

- Use of Town Facilities – We have been working on this for a while now. All buildings are useful space.
- Remote Work Policy – Tonight we need to look at and vote on this new Policy.

Motion to accept the Remote work Policy as presented: Jeff Williams; 2nd Pat Girouard. No Discussion. Vote: All in Favor

Appointments / Resignations:

- Jeffrey White – Done at the beginning of the Meeting.
- Kristin Salerno and Cheryl Slack – Animal Inspector
- Alana Meserve – Alternate Inspector and Animal Control Officer

Motion to Appoint Kristin Salerno, Cheryl Slack and Alana Meserve as presented: Jeff Williams; 2nd Pat Girouard. No Discussion. Vote: All in Favor.

Wage Authorization:

- Jeff White – Being hired as step 2, and will begin training tomorrow.

Minutes to Approve:

- Pushed till next Meeting

Committee Updates:

- Had first Meeting, went over March 5th Meeting that Mass DOT held. All went well. Project is happening. 25% design is complete, 75% design will be submitted in April. Then during Town meeting the last payment will be on the Warrant.

Matters not reasonably anticipated by the Chair:

- Pat Girouard inquired about the Highway Truck delay. It is in the DPW garage now. Getting undercoating and lettering done.
- Jeff inquired about what happened with the Closing of State gates that Rutland brought before the Board for support. Pat said it has been postponed for now.
- Ryan wanted to mention to the Board to please be watching emails for documents that need to be signed.

Public/Press Question & Answer:

- None

Motion to adjourn 8:38 pm: Jeff Williams; 2nd Pat Girouard. Roll Call: Dan; Yes, Jeff; Yes, Pat; Yes, Kris; Yes, Richard; Yes. Vote: Unanimous.

Before adjourning, we need to roll call vote the one day pour license-

Motion to approve one day Pour for Hubbardston Fair: Pat Girouard. 2nd Jeff Williams. Roll Call: Dan; Yes, Jeff; Yes, Pat; Yes, Kris; Yes, Richard; Yes. Vote: Unanimous.

Motion to adjourn 8:39 pm: Jeff Williams; 2nd Pat Girouard. Roll Call: Dan; Yes, Jeff; Yes, Pat; Yes, Kris; Yes, Richard; Yes. Vote: Unanimous.

Respectfully Submitted by,

Bobbie Thibault

Approved April 20, 2020

Board of Selectmen Meeting Minutes
April 6, 2020
Virtual Meeting via Zoom

Members Present:

- Daniel Galante
- Jeff Williams
- Pat Girouard
- Kris Pareago
- Richard Haddad

Staff Present:

- Ryan McLane – Town Administrator
- Bobbie Thibault – Executive Assistant

Meeting called to order at 6:30 pm by Daniel Galante. Mr. Galante Announced that the meeting was being digitally recorded.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 order imposing strict limitation on the number of people that may gather in one place, this meeting of the Hubbardston Board of Selectmen will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found at www.hubbardstonma.us. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

Open Session:

- None

Announcements:

- Covid-19 Related Cancellations – Easter Egg Hunt, and Keep Hubbardston Beautiful. People are being encouraged to clean up their areas, but it has been postponed for now.
- Hubbardston Porch Party Sing Along – Saturday April 11th at 6pm. The Economic Development Committee is excited to have a sing along. The Sirens will go off at 6 pm to start it off.
- Ragged Hill RFP Bid opening April 13, 2020 at 4 pm. It is a live open bid that will be recorded, and available for review. There has been some interest so far, we should definitely get some bids.

Presentations:

- None

New Business:

- Town Clerk Updates and Information – Laurie recommends keeping Town Meeting where it is. Things are changing daily, but as of today, it seems best to keep it at June 2nd. Virtual Town Meetings are not acceptable, so that is not an option, but if the weather is nice, we could possibly have it outside. As far as nominations, it is suggested that each person has 25 copies of signature pages so each person can have their own. There are 15 open positions, if we can get them full, that would be great. Laurie is flexible as far as schedule, so she is willing to meet people to pick up Nomination Papers at their convenience. Date to post warrant prior to the election is 14 days. Residents are able to use absentee ballots this year with no restrictions. Email will be sent out letting Residents know Nomination papers are available. Town Meeting

Warrant was voted on to close today, but Ryan is recommending the Board extend the deadline to April 27, 2020.

Motion to extend the Warrant Deadline to April 27th: Pat Girouard; 2nd Jeff Williams. No Discussion.
Roll Call: Dan: Yes, Jeff: Yes, Pat: Yes, Kris: Yes, Richard: Yes. Vote: Unanimous.

- Covid-19 Response and Safety Measures – If Residents go to our Web site, they will see the red banner across every page. There is as much information as we can give. All Offices and schools are closed until May 4th at this time. As far as safety measures, we have done a full cleanse of the Slade building, Police, Fire and DPW, using an electro static spray, sanitizing with a spray fog. Jerry has also been cleaning all touch points. Employee spacing is being used, to keep employees safe. The Seniors have one change which is eggs delivered on Friday instead of Thursday. Some good news is, we have had some successful permits done through facetime. The Library had virtual Storytime twice a week. It has been very successful. Miss Michelle is going to do one time a week, which will allow volunteers to do a story time as well. Covid-19 expenses were shared. We do not think we will go over our expenses, but we wanted to make sure we could if we needed to. There is a chance that extra money spent during Covid-19 will be refunded with assistance from the State and Federal Government. Most extra cost is Police coverage, cleaning costs, Emergency Personnel, and some Computer upgrades for the stay at home order. The Board inquired about Police coverage during the day, and looking for information of what is needed, and what is being done right now. Ryan will get information from Chief Perron, and bring it to the Board. They Board will not change anything right now, but will look into it in the future. The DLS approved all expenses we put forward, deemed reasonable and approved expenses. We do have several cases of Covid-19 in Town, but we are not posting daily numbers, but are tracking every case. This is what is being recommended to keep fear and panic down. We have had supplies dropped off from the National Guard, which is great. Nothing further, everyone is doing a great job.
- Town Administrator Evaluation – This is the two-year evaluation. There are a series of questions, with ratings. There are 11 questions. Dan's rating is 7.9. That is commendable performance. The highest you can get is a 9. What that means is Ryan consistently generates results above those expected of the position, contributes in a superior manner to innovations both technical and functional. Jeff's rating is 8.1. Jeff praised Ryan with his hands on organized, and great communicator. He respects everyone and they give him the respect back. One thing most impressed with was visibility to the Town. He is always out in the Community, attending events with his family, and always available. He makes the position human which is very important in a small Town. Pat's rating was an 8. He feels Ryan is doing a great job, and looks forward to working with him for another 20 years. Richard said Ryan is doing a great job, and is looking forward to another 10 or 20 years. Keep it up. Kris thinks Ryan is doing a great job. He has the concept of getting better all the time with trainings etc. but from what Kris sees he feels Ryan is doing a great job. The Board is very happy with his performance. Ryan appreciates the support. He loves his job, and loves the people he works with. Ryan would like to thank the Staff for helping him be successful. He is committed to the Town, and looks forward to continue working here. The Town has great potential, and Ryan looks forward to the next year, hoping to do more things.
- Host Community Agreements for adult-use marijuana establishments – The board approved the Retail Host Community Agreement, tonight we are talking about cultivation now. We talked about two sticking points for cultivation. First, establishing what the 3% Community impact fee would look like in terms of minimums, and if there would be any Community benefit payment with that. The next piece was the transfer from one business to another retail business. The agreement before you, shows \$30 a pound for each transfer. They do not have to pay it at all,

but they have agreed on their own to pay. Jeff suggests we get this project moving to get on the other side of this, and start seeing revenue. There will be some costs to the Town because of the new business coming in. However, anything over the 3% is against the Law. They could say you can only charge you what it is costing you, but they are willing to pay the 3% willingly. The Board is in agreement.

Motion to accept Host Community Agreements for Royalston Farm, LLC – proposed outdoor cultivation facility at 69 Gardner Rd., Paper Crane Provisions, LLC – Proposed outdoor cultivation facility at 69 Gardner Rd., Paper Crane Provisions, LLC – Proposed indoor cultivation facility at 69 Gardner rd., and Paper Crane Provisions, LLC – Proposed indoor cultivation establishment at 56 Gardner Rd. Jeff Williams; 2nd Pat Girouard. Discussion: Richard Haddad inquired about the outdoor grow being a trial basis. No further discussion. Roll Call: Dan: Yes, Jeff: Yes, Pat: Yes, Kris: Yes, Richard: Yes. Vote: Unanimous.

Motion to accept the Host Community Agreement of Paper Crane Provisions, LLC – Proposed product manufacturing establishment at 56 Gardner Rd. Jeff Williams; 2nd Pat Girouard. Discussion: Is there concern to slide in different processes with this agreement? WE are agreeing to everything the State allows, plus what Hubbardston says is allowed. No further discussion. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Kris: Yes, Pat: Yes. Vote: Unanimous.

The next step for them is the Planning Board. From now, what is the approximate timeline for this to start happening? Once the Covid-19 lifts it's stay at home order, it will still take a while to happen.

- Set upcoming Board of Selectmen Meeting and Hearing Schedule – Every other seek seems to be working for now. If we have needs for an additional meeting, we can schedule that. Road Presentation will be scheduled for April 27th. There will be a revised schedule sent out soon. All Meetings should continue, even those requiring larger audiences.

Old Business:

- No votes needed here, but wanted to have the Board think about FY21 Budget. The budget will look drastically different. We should think about moving down the budget, trying to recover from the Covid-19 impact. We will have some decisions to make regarding this budget. How to fill the problem gap, etc.

Town Administrator Report:

- This report consists of Covid-19 Update, Budget Update, Financial Management, Infrastructure Update, and Employee Recognition. Ryan would like to recognize Jerry Parker, our Custodian who is going above and beyond helping wherever he can. He has been doing some deep cleaning, and keeping up on high touch points. We are very thankful for him doing a great job. Please see attached documentation for details.

Policies to Review:

- Police Policies –
- Use of Town Facilities –

Motion to approve Police Policies as presented: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Dan: Yes, Jeff: Yes, Kris: Yes, Pat: Yes, Richard: Yes. Vote: Unanimous.

Motion to approve Use of Town Facilities as presented: Pat Girouard; 2nd Jeff Williams. Discussion: does that include no fees? No fees included. Recommend we keep it like that. No further discussion. Roll Call: Dan: Yes, Jeff: Yes, Kris: Yes, Pat: Yes, Richard: Yes. Vote: Unanimous.

Appointments / Resignations:

- Maria Tourigny to Finance Committee. Maria is willing to step in and fill the vacancy until the next election, at which point she would be required to run. She attended the last Finance Committee Meeting, and received unanimous recommendation from the Finance Committee for an appointment up to the next election.

Motion to appoint Maria Tourigny to Finance Committee Up to the next election: Jeff Williams; 2nd Pat Girouard. No Discussion. Roll Call: Dan: Yes, Jeff: Yes, Kris: Yes, Pat: Yes, Richard: Yes. Vote: Unanimous.

Wage Authorization:

- None

Minutes to Approve:

- February 3, 2020
- March 2, 2020
- March 25, 2020 – Put to next agenda. Unable to scan to G-drive

Motion to accept Minutes for February 3, 2020: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Dan: Yes, Jeff: Yes, Kris: Yes, Pat: abstain, Richard: Yes. Vote: Unanimous.

- March 2, 2020

Motion to accept the Minutes for March 2, 2020: Jeff Williams; 2nd Richard Haddad. No Discussion. Roll Call: Dan: Abstain, Jeff: Yes, Kris: Abstain, Pat: Yes, Richard: Yes. Vote: Unanimous.

Committee Updates:

- The Engineering Consultant has been coordinating with Ryan and Dan to do some boring to add retaining walls, etc. All is good there.

Matters not reasonably anticipated by the Chair:

- Travis has been organizing the extra things we have that can hopefully be sold for revenue. Trucks, Car, and office equipment. The process is for the board to deem it Surplus to be sold. Richard asked about Munici-bid. It is the understanding that is who will be used. Also, that there is no cost to the Town to sell these items. This will be brought back to the next meeting with more information.
- Kris inquired about the damage to the Road, and if there was any resolution on it. Council said we are not able to change the fine. DPW Director has to enforce the fine, or not give one at all. We are inquiring about changing the ByLaw. Ryan reached out to see if they would be willing to pay less of a fee. No return answer yet. The Board is going to wait to see the outcome.

Public/Press Question & Answer:

- None

Motion to adjourn 8:06 pm: Jeff Williams; 2nd Richard Haddad. Roll Call: Dan: Yes, Jeff: Yes, Kris: Yes, Pat: Yes, Richard: Yes. Vote: Unanimous.

Respectfully Submitted by,

Bobbie Thibault

Approved April 20, 2020

Board of Selectmen Meeting Minutes
April 10, 2020
Virtual Meeting via Zoom

Members Present:

- Daniel Galante
- Jeff Williams
- Pat Girouard
- Kris Pareago
- Richard Haddad

Staff Present:

- Ryan McLane – Town Administrator
- Bobbie Thibault – Executive Assistant

Meeting called to order at 6:00 pm by Daniel Galante. Mr. Galante Announced that the meeting was being digitally recorded.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 order imposing strict limitation on the number of people that may gather in one place, this meeting of the Hubbardston Board of Selectmen will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found at www.hubbardstonma.us. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

Open Session:

- None

Announcements:

- The Economic Development Committee has put together a Hubbardston Porch Sing Along for tomorrow night at 6 pm. Police and Fire will have Sirens to kick it off at 6. Please video yourselves, and send all videos so we can post them.

Presentations:

- None

New Business:

- Postponing the Town Elections Discussion / Vote— The State allowed people to push some early elections later. Hubbardston is a later election though. You have to turn them in 49 days before the election. As soon as information was released about Nomination Papers being available, there were Resident concerns about collecting signatures safely. Five people have come in and pulled papers already, they are willing to safely collect signatures, without reservation. Laurie gave suggestions on where to collect signatures, and how to do it safely. Laurie believes three more weeks would be helpful for those collecting signatures. Our hands are tied by the Law. The absolute last date for Massachusetts is June 30, 2020. The recommendation is to change the date.

Motion to move the Election date to June 30, 2020: Pat Girouard; 2nd Richard Haddad. Discussion: How do we get the word out? We will use Social Media, Town Website, inform Candidates, do anything we can letting the Residents know of the date change.

Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Kris: Yes, Pat: Yes. Vote: Unanimous.

- Extending the due date for Q4 property taxes discussion/ Vote – One option is moving the due date from May 4th to June 1st. The first thought was yes, to help the Residents. But after careful consideration, Sandy realized most bills are already escrowed, which means the Residents have already paid the money. Then the Tax services asked if we are postponing due dates, so they could also pay at a later date. If the Tax services held the money until June 1st, we would not be able to pay our Quabbin bill. If we could not pay our bills, we would have to do a short term borrow which also incurs fees. The recommendation is to keep the due date, but waive interest and fees until June 30, 2020. This will allow 80% or so of the tax money being paid, but still a relief to tax payers. This is not normally an option for the Town, but the State has given this option for Covid-19 relief.

Motion to move to accept by local option, in accordance with Chapter 53 of the Acts of 2020 Section 11 which allows Town to waive interest on certain payments made after due dates: Jeff Williams; 2nd Pat Girouard. No Discussion.

Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Kris: Yes, Pat: Yes. Vote: Unanimous.

- Certain Residents are able to file for exemptions, which are typically due by April 30th. There may not be anyone who needs this extension, but if someone does, it would be worth extending the due date to help out this group of Residents who qualify. We are asking to extend the date to file exemptions until June 1, 2020.

Motion: I move to accept by local option, in accordance with Chapter 53 of the Acts of 2020, Section 10, which allows the Town to Extend the Due Date for Exemption and Deferral Applications from April 1, 2020 to a date not later than June 1, 2020: Richard Haddad; 2nd: Jeff Williams. No Discussion. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Kris: Yes, Pat: Yes. Vote: Unanimous.

Old Business:

- None

Town Administrator Report:

- None

Policies to Review:

- None

Appointments / Resignations:

- None

Wage Authorization:

- None

Minutes to Approve:

- None

Committee Updates:

- 75% design is now complete.

Matters not reasonably anticipated by the Chair:

- Jeff Inquired about signs and cones on 68. That project is getting underway soon.

Public/Press Question & Answer:

- None

Motion to adjourn 6:39 pm: Pat Girouard; 2nd Richard Haddad. Roll Call: Dan: Yes, Jeff: Yes, Richard: Yes, Kris: Yes, Pat: Yes. Vote: Unanimous.

Respectfully Submitted by,

Bobbie Thibault

Approved April 20, 2020