

**Town of Bernardston
Selectboard Meeting Minutes**



Board Members

Brian J. Keir

Stanley D. Garland, Chairman

Kenneth R. Bordewieck

Minutes for the meeting of April 17, 2024

Meeting held at Bernardston Town Hall
38 Church St, Bernardston, MA 01337

Selectboard Members Present:

Stan Garland
Ken Bordewieck
Brian Keir

Others Present:

See sign-in roster

Stan called the meeting to order at 6:01pm.

Warrants

Stan motioned to approve the Payroll Warrant in the amount of \$60,969.92.
Brian seconded and the motion was approved 3-0.

Stan motioned to approve the Vendor Warrant in the amount of \$56,425.68.
Brian seconded and the motion was approved 3-0.

Minutes

Stan motioned to approve the minutes of the Regular Meeting on April 3, 2024
and the Special Meeting on April 10, 2024. Brian seconded and the motion was
approved 3-0.

Calendar and Announcements

Stan read the calendar and announcements as presented on the attached
agenda.

Citizen Concerns: None

Appointments:

-Chief Palmeri - COPS Office Grant Announcement: The COPS hiring grant, up
to 75% to hire another police officer (full-time), is now open. The grant would
cover 75% of the cost for the first three years and then the Town would have to
pick up the full cost in year four. Chief Palmeri explained the ongoing staffing
issues within the Bernardston Police Department. The Police Department is at

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Selectboard Meeting Minutes
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risk of losing our part-time police officers. Chief Palmeri addressed the amount of overtime being used to fill the gaps in the night shifts. If we apply for the grant it is awarded, it will cost the Town of Bernardston \$15,474.00 for a \$62,000 position. Chairman Garland pointed out that we are trying to cut taxes by 9%. The overtime cost needs to be determined by Chief Palmeri. Brian proposed cutting shifts at night to curve costs. Brian Keir introduced entering the request as a separate article on the Annual Town Meeting Warrant. Ken supported this idea and recommended that Chief Palmeri create a hand-out that explains the additional expenses to the budget which will allow the Town's people to fully understand the full financial impact. The Finance Committee Chair is in favor of applying for the grant. She went on to emphasize that overtime is not a long term solution, speaking to the quality of life of our policing force. A motion was made by Ken to add an additional article on the Annual Town Meeting Warrant to authorize the Police Chief and the Selectboard to apply for the grant and produce a handout for Annual Town Meeting. Brian seconded the motion, Stan opposed, the motion was passed, 2-1.

New Business

The reading of the Annual Town Meeting Warrant. The plan is to read through the articles and explain the articles in more detail:

Article 5 (Table 1): The Office Assistant position, \$15,600 was removed by the Selectboard. Total Selectboard expenses for FY25 will be \$97,001.59. Small Table 1 will read: Raise & Appropriate: \$611, 879.30, Transfer from Free Cash: \$62,000, For a Total of: \$673,879.30.

Article 6 (Table II): Vulcan Range (BES Stove) was added to the warrant in the amount of \$2455.22 from Free Cash. Chairman Garland commented that if the Town people are asking the Town to cut the Town's budget, they need to ask the School to cut their portion of the budget. The Administrative costs of the school district is the target for cuts.

Article 7 (Table III): Chairman Garland explained budget line item AdvanTech (IT Service), \$12,700.00 from Free Cash that will provide a secure Network & IT Infrastructure for either a cloud hosting service or a physical server on site. This item could turn to Raise and Appropriate in the future.

Article 10: Chairman Garland stated that he will be challenging this article on the Town floor and will recommend using the Barber Fund instead of Raise & Appropriate for the payroll amount of \$5,112.30 for the Recreation Commission Administrative Assistant.

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Article 16: The Selectboard will invite the Mosquito Control District to a regular Selectboard meeting to have a discussion on the services they provide. The Town Administrator will contact the new director, Mr. John Briggs, and invite him to one of the regular Selectboard meetings to provide an update on the services the District will provide in the coming year.

Article 24: Ken made a motion to transfer from the Vehicle Stabilization account \$59,420.43 for the purchase of a new cruiser for the Police Department. Brian seconded the motion and it was approved, 3-0.

Article 26: The Selectboard previously approved at the Special Selectboard meeting on April 10, 2024, to remove this article for the Town to pay for the Cushman Library landscaping from the Barber Fund and use ARPA funds to pay for the landscaping instead.

There are three general bylaws that will be introduced for consideration: Animal Control Bylaw, Tag Sale Bylaw and Unregistered Vehicle Bylaw.

Stan made a motion to accept the Annual Town Meeting Warrant as written with stated corrections and edits. Brian seconded the motion and it was approved. 3-0.

Old Business:

-Host Community Agreement: Heirloom's attorney and Elizabeth Leyden from Mead, Talerman & Costa have finalized the HCA based on the final model released by the CCC. It is ready for signatures. The Town Administrator will sign on behalf of the Town, but it requires authorization by a vote of the Selectboard. The Selectboard decided to table the item until the next meeting (April 17th) to have more time to review the document. Stan explained that the agreement allows the Town to use the Compact Impact Fee (CIF) thru October 2027, \$117,000. However, we will not be using the funds because we may have to give it back.

Ken made a motion to accept the Host Community Agreement as written on April 17, 2024, and authorize the Town Administrator to sign the Host Community Agreement. Brian seconded the motion and it was approved, 3-0.

Street Entrance Permit: Brian made a motion to approve the Street Entrance Permit for 39 Burrows Turnpike. Brian seconded the motion and it was approved, 2-0. Ken abstained from the vote.

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-Street Flag Replacement Cost: Jody Coleman has checked a few different sites for flags and poles. The best price he could find in replacing 40 flags, 40 tangle free poles and 20 new brackets is approximately \$2500.00. Unless there is a transfer made to the flag account we will only be able to replace around 20 flags and poles. Street Flag Revolving Unrestricted Cash account holds a balance of \$1448.15. The Selectboard will need to consider (1) paying for the new flags with ARPA or (2) transfer the difference of \$1051.85 into the Street Flag Revolving Account.

Stan made a motion to approve replacing 40 flags, 40 tangle free poles and 20 new brackets for \$2,500.00 with ARPA funds. After more discussion, Ken amended the motion to approve the amount not to exceed \$4000.00 from ARPA funds to pay for the purchase of flags, tangle free poles and brackets. This will allow the purchase of more flags for future use. Brian seconded the motion and it was approved, 3-0.

-BES Stove Replacement: The Selectboard has received a quote from the Pioneer Valley School District for the stove replacement at Bernardston Elementary School. The quote for the equipment from Singer Equipment Company is in the amount of \$2,455.22. Jane recommended adding the purchase of the stove to the Annual Town Meeting warrant using Free Cash to pay for it.

Ken made a motion to add the purchase of the equipment from Singer Equipment Company, in the amount of \$2,455.22, and pay it out of Free Cash to the Annual Town Meeting warrant. Brian seconded the motion and it was approved, 3-0.

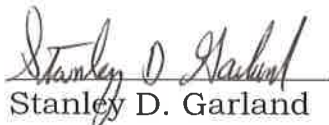
Town Administrator Report: as read by the Town Administrator

Other Business Unknown at time of posting

Adjourn

Ken made a motion to adjourn the meeting. Brian seconded the motion and it was approved, 3-0.

Attested by: Karen Kelly, Town Administrator


Stanley D. Garland

, Chairman


Kenneth R. Bordewieck


Brian J. Keir

Town of Bernardston
Selectboard Meeting Agenda
Wednesday, April 17, 2024, 6:00PM



Bernardston Town Hall, 38 Church Street, Bernardston MA

Board Members

Brian J. Keir

Stanley D. Garland, Chairman

Kenneth R. Bordewieck

Call to Order – 6:00pm

Warrants

Payroll and Vendor; weeks ending April 13, 2024

Meeting Minutes: Regular Meeting April 3, 2024; Special Meeting April 10, 2024

Calendar & Announcements

- Board of Assessors Meeting, Thursday, April 18th @3:15pm, Town Hall
- Recreation Commission Meeting, Sunday, April 21 @9:00am, Town Hall
- Town Clerk's Office will be closed on Thursday, April 24, 2024
- Annual Town Meeting, Monday, April 29, 2024 @7:00pm, The Barn at The Farm Table, 219 South St., Bernardston

Citizens Concerns

Appointments

- Chief Palmeri - COPS Office Grant Announcement

New Business

- Read ATM Warrant
- District Agreement Meeting schedule

Old Business

- Review Host Community Agreement - The Heirloom Collective
- Street Flag Replacement Cost
- BES Stove Replacement

Town Administrator Report

Other Business Unknown at time of posting

Adjourn

This meeting was posted on Wednesday, April 10, 2024 at 2:00pm

Budget Scenario	A		C		D		E		F		G		H		K	
	Bernardston FY24	Adjusted Income Amount	Bernardston FY25	Bernardston +/- FY24/FY25	Leyden FY25	Combined Budget w/ COLA & Stipends	Bernardston Assessment 83%	Leyden Assessment 17%	3% Adjustments Budget/Stipend	Combined Budget w/ COLA & Stipends	Bernardston Assessment 83%	Leyden Assessment 17%	3% Adjustments Budget/Stipend	Combined Budget w/ COLA & Stipends	Bernardston Assessment 83%	Leyden Assessment 17%
Personnel Services																
Full-Time (list by position)																
Chief James Palmeri	\$ 83,785.18		\$ 86,298.74	\$ 2,513.56	\$ 16,068.00	\$ 102,366.74	\$ 84,964.39	\$ 17,402.35	\$ 120,329.04	\$ 84,964.39	\$ 17,402.35	\$ 120,329.04	\$ 102,366.74	\$ 84,964.39	\$ 17,402.35	
Sergeant John Richardson	\$ 69,813.32		\$ 71,907.72	\$ 2,094.40	\$ 10,712.00	\$ 82,619.72	\$ 68,574.37	\$ 14,045.35	\$ 97,194.07	\$ 68,574.37	\$ 14,045.35	\$ 111,239.42	\$ 82,619.72	\$ 68,574.37	\$ 14,045.35	
Officer Thomas Chabot	\$ 55,390.00		\$ 59,644.00	\$ 4,254.00	\$ 5,356.00	\$ 65,000.00	\$ 53,950.00	\$ 11,050.00	\$ 76,950.00	\$ 53,950.00	\$ 11,050.00	\$ 88,000.00	\$ 65,000.00	\$ 53,950.00	\$ 11,050.00	
Officer Jordan Zukowski	\$ 55,390.00		\$ 57,051.70	\$ 1,661.70	\$ 5,356.00	\$ 62,407.70	\$ 51,798.39	\$ 10,609.31	\$ 73,206.69	\$ 51,798.39	\$ 10,609.31	\$ 84,407.70	\$ 62,407.70	\$ 51,798.39	\$ 10,609.31	
NEW 5th Position			\$ 15,385.70	\$ 15,385.70	\$ 5,356.00	\$ 20,741.70	\$ 17,215.61	\$ 3,526.09	\$ 24,267.70	\$ 17,215.61	\$ 3,526.09	\$ 27,743.70	\$ 20,741.70	\$ 17,215.61	\$ 3,526.09	
Sub-Total	\$ 264,378.50		\$ 290,287.86	\$ 25,909.36	\$ 42,848.00	\$ 333,135.86	\$ 276,502.76	\$ 56,633.10	\$ 389,738.86	\$ 276,502.76	\$ 56,633.10	\$ 446,371.86	\$ 333,135.86	\$ 276,502.76	\$ 56,633.10	
Part-Time (list by position)																
PART-TIME OFFICERS	\$ 11,700.00			\$ (11,700.00)												
520 hrs (1 day/week)	\$ -			\$ -												
HOLIDAY	\$ 10,038.06			\$ 1,961.94												
ACADEMY (Bridge Academy)	\$ 6,000.00			\$ (6,000.00)												
VACATION and PERS DAYS	\$ 12,167.82			\$ 1,832.18												
OVERTIME	\$ 20,000.00			\$ -												
TRAINING	\$ 5,220.00			\$ 2,780.00												
Sub-Total	\$ 65,125.88		\$ 54,000.00	\$ (11,125.88)												
Total Personnel Services	\$ 329,504.38		\$ 344,287.86	\$ 14,783.48	\$ 42,848.00	\$ 387,135.86	\$ 321,322.76	\$ 65,813.10	\$ 452,968.86	\$ 321,322.76	\$ 65,813.10	\$ 512,781.86	\$ 387,135.86	\$ 321,322.76	\$ 65,813.10	
Other Expenses (list)																
GASOLINE	\$ 15,000.00			\$ 3,000.00												
CRUISER MAINTENANCE	\$ 4,000.00			\$ 1,000.00												
LEAPS/CJIS ACCESS	\$ 730.00			\$ 110.00												
Internet/Station Phone/Fax	\$ 2,000.00			\$ 200.00												
CELL Phones/Aircards	\$ 2,800.00			\$ 100.00												
ADT Station Alarm	\$ 625.00			\$ 75.00												
RADAR CALIBRATIONS	\$ 520.00			\$ 80.00												
BUILDING/OFFICE SUPPLIES	\$ 3,000.00			\$ 100.00												
POSTAGE	\$ 300.00			\$ -												
ASSOCIATION DUES	\$ 1,500.00			\$ -												
AMMO	\$ 1,500.00			\$ -												
UNIFORMS	\$ 3,600.00			\$ 1,400.00												
TRAINING	\$ 1,500.00			\$ 500.00												
ELECTRIC	\$ 3,300.00			\$ -												
OIL/PROPANE	\$ 1,875.00			\$ -												
POLICE DATABASE	\$ 3,000.00			\$ -												
Sub-Total	\$ 45,250.00		\$ 51,815.00	\$ 6,565.00												
TOTAL BUDGET	\$ 374,754.38		\$ 396,102.86	\$ 21,348.48												
INCOME (list source)																
Grants	\$ -															
Cruiser Replacement	\$ -															

Notes: \$ 15,477.85 Total Leyden Assessment
20744.00
36852.00

Subject **Fw: COPS Office Grant Announcement – New Funding Opportunities Open Now!**
From James Palmeri <bernchief1@yahoo.com>
Stan Garland <uped@comcast.net>, Brian Keir <brkeir@msn.com>, Ken Bordewieck <ken.bordewieck@comcast.net>
Cc Bernardston Selectboard <bos@townofbernardston.org>
Date 2024-04-14 08:09



Good morning,

The Grant (COPS Hiring Grant) I spoke of, to hire another police officer (full-time) and grant funded for up to 75%, is now open....the total awarded amount per position is \$125,000....which seems to be approx 64% of pay (\$62,000 salary) which I originally predicted to be about 65%...The amount the town would need to appropriate yearly is \$20k plus benny's.

We are down to (2-part-time officers). We had ZERO applicants for PT position when I advertised. My current PT Staff; 1-Officer, Darren Gale has a new full-time job...he estimated retiring from us at the end of year. My other PT officer, Mitch Waldon is about to complete his Bridge Academy and plans to seek Full-time employment...once he does (and easily will find a position in the county), we will not have him any longer, or very minimal at the least.

With the theory of considering merging with Gill in the next year or so, this is the time to move on this opportunity. I would really appreciate the support and would like to schedule a meeting to discuss further. I don't want to kill you with details via an email, so in person discussion is much more efficient.

Thanks!

Jim

Chief James E. Palmeri
Bernardston Police Department
256 South Street, P.O. Box 194
Bernardston, MA 01337
(413)648-9208 Station
(413)648-0244 Fax
(413)625-8200 24hr Dispatch

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----- Forwarded Message -----

From: Info - MA Chiefs of Police Association <info-masschiefs.org@shared1.ccsend.com>
To: "police@townofbernardston.org" <police@townofbernardston.org>
Sent: Thursday, April 11, 2024 at 04:37:57 PM EDT
Subject: COPS Office Grant Announcement – New Funding Opportunities Open Now!

COPS Office Grant Announcement - New Funding Opportunities Open Now!

COPS Hiring Program (CHP)

The 2024 COPS Hiring Program is a competitive grant program designed to provide funds directly to law enforcement agencies to hire new or rehire existing career law enforcement officers to increase their community policing capacity and crime prevention efforts. All local, state, territorial, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. Up to \$156 million is available for this program.

Applications are due by June 12, 2024 at 4:59 PM ET. Please click [here](#) for more information on the 2024 COPS Hiring Program.

Community Policing Development (CPD) – Law Enforcement Products and Resources

CPD is a competitive grant program designed to advance the practice of community policing by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities. The CPD – Law Enforcement Products and Resources program will fund projects that develop products and resources specifically designed for national distribution that offer creative ideas to advance crime fighting, community engagement, problem solving, or organizational changes in support of community policing. All for-profit (commercial) and nonprofit institutions, institutions of higher education, community groups, and faith-based organizations are eligible to apply, and up to \$4.75 million is available for this program.

Applications are due by June 4, 2024 at 4:59 PM ET. Please click [here](#) for more information on the 2024 CPD – Law Enforcement Products and Resources program.

MCOPA | 353 Providence Road, South Grafton, MA 01560

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Sent by info@masschiefs.org

HOST COMMUNITY AGREEMENT

Between

TOWN OF BERNARDSTON

And

THE HEIRLOOM COLLECTIVE, INC.

This Host Community Agreement (“Agreement”) is entered into and executed this _____ day of _____, _____, by and between The Heirloom Collective, Inc., a business entity certified and recorded with the Massachusetts Secretary of the Commonwealth (the “Company”) currently holding a license issued by the Cannabis Control Commission (the “Commission”) and the Town of Bernardston (“the Municipality”).

WHEREAS, the Company is currently licensed by the Commission as a Marijuana Establishment(s) or Medical Marijuana Treatment Center(s) (the “Licensee”), and is located within the Municipality;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, and such approvals as may be issued by the Municipality in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Company and the Municipality (collectively, the “Parties”) intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment and/or Medical Marijuana Treatment Center, with such operations to be conducted in accordance with applicable zoning, laws, bylaws, or ordinances of the Municipality; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Terms.

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 *et seq.* and 935 CMR 501.000 *et seq.*, as applicable:

- a) **Marijuana Establishment (“ME”)** means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935

CMR 500.002: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center.

- b) **Medical Marijuana Treatment Center (“MTC”)** means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.
- c) **Final License** means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- d) **Fiscal Year** means the time period beginning with July 1st and ending on the following June 30th.
- e) **Community Impact Fee (“CIF”)** means impact fee(s) claimed by the Municipality which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- f) **Claimed Community Impact Fee (“Claimed CIF”)** means impact fee(s) claimed by the Municipality which have not been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- g) **Reasonably Related** means a demonstrable nexus between the actual operations of a ME or MTC and an enhanced need for a Municipality’s goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Municipality shall not be considered Reasonably Related.

Should there be a conflict between these definitions and those contained in 935 CMR 500.000 *et seq.* and/or 935 CMR 501.000 *et seq.*, the Commission’s regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission’s regulations.

2. **Authorized Operations.**

The Parties stipulate that this Agreement provides permission for the Company to apply for, obtain, and operate the following selected license type(s) within the Municipality:

- Medical Marijuana Treatment Center
- Marijuana Cultivator (Indoor)
- Marijuana Cultivator (Outdoor)
- Marijuana Product Manufacturer
- Marijuana Retailer
- Marijuana Microbusiness (Indoor Cultivation & Product Manufacturing)
- Marijuana Microbusiness (Outdoor Cultivation & Product Manufacturing)
- Marijuana Microbusiness (Indoor Cultivation only)
- Marijuana Microbusiness (Outdoor Cultivation only)
- Marijuana Microbusiness (Product Manufacturing only)
- Marijuana Microbusiness (with Delivery Endorsement)
- Craft Marijuana Cooperative
- Marijuana Courier
- Marijuana Delivery Operator
- Marijuana Transporter
- Marijuana Research Facility
- Independent Testing Laboratory
- Standards Laboratory
- Social Consumption Establishment

3. Location.

The Parties acknowledge that the Company shall identify to the Commission a proposed location where licensed operations of the ME/MTC will occur prior to being issued a license for such operations by the Commission.

4. Compliance.

The Parties shall comply with all laws and regulations governing the operation of the license type(s) selected in Section 2, as applicable, including, but not limited to:

- a) G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, as the same may be amended from time to time, or its successor statute(s) if any.
- b) The Municipality's bylaws, local laws, ordinances, and zoning applicable to the operation of MEs/MTCs.
- c) The Company shall be responsible for obtaining from the Commission and the Municipality all licenses, permits, and approvals required for the operation of each license covered by the Agreement.

- d) The obligations of the Parties are contingent on the Company:
 - 1. Obtaining a Final License from the Commission for operation of a license type(s) selected in Section 2 in the Municipality and maintaining such license; and
 - 2. The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) selected in Section 2 in the Municipality, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- e) Unless the Company submits an annual update to the Municipality as to its progress to becoming operational, this Agreement shall become voidable under the following circumstances:
 - 1. If the Company is unable to obtain a Final License from the Commission; or
 - 2. If such local permits and approvals are not granted for any reason.
- f) This Agreement does not affect the authority of the Municipality to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, and ordinances of the Municipality. Nor does this Agreement affect the Municipality's ability to enforce any applicable law.
- g) The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.

5. Annual Payments Responsibilities.

The Parties agree to the following provisions regarding annual payments responsibilities:

- a) **CIF**
 - 1. There may be additional expenses and impacts including but not limited to impacts on the Municipality's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the Municipality that are Reasonably Related to the operation of the ME(s)/MTC(s).
 - 2. To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the Municipality.
 - 3. The Municipality shall not explicitly or implicitly require the Company to make a promise of upfront or future monetary payments, in-kind contributions, or charitable contributions to the Municipality, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
 - 4. A Claimed CIF or CIF shall not exceed three percent of the gross sales of the Company, nor be calculated on a certain percentage of the Company's sales.

5. The Municipality shall not attempt to collect Claimed CIFs or CIFs relating to any operations occurring prior to the date the Company is granted a Final License by the Commission for any ME/MTC license(s) covered under this Agreement.
6. The Municipality shall not attempt to collect Claimed CIFs or CIFs from the Company that has held a Final License for more than nine (9) years for a particular ME(s)/MTC(s).
7. The Company shall notify the Municipality within five (5) business days of the issuance of a Final License to the Company by the Commission for any license covered under this Agreement. Additionally, the Company shall notify the Municipality within five (5) business days of the issuance of a renewal of a license to the Company by the Commission for any license covered under this Agreement.
8. The Municipality shall provide an annual itemized invoice of Claimed CIFs claimed by the Municipality that are Reasonably Related to the operations of the Company within one (1) month of the anniversary of the date the Company receives or received a Final License from the Commission for each license held by the Company located within the Municipality, if more than one. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Company's Final License date(s) and such invoices shall be provided within one (1) month of receipt of the notification provided pursuant to subparagraph 7 of this section. Failure to provide said invoice within the prescribed time shall result in the Municipality forfeiting any Claimed CIF or CIF it may have been entitled to for the applicable year of the Company's operation.
9. The Municipality's itemized invoice shall specifically describe how the Claimed CIFs were spent, including a line item for each good or service charged, and a statement of its cost, purpose, and relation to the Company's particular operations.
10. The Company shall annually pay any Claimed CIF or CIF no later than 90 days after the date of the Commission's certification of the CIF or resolution of a nonfrivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction, whichever is later.
11. The Company shall not be required to pay a Claimed CIF or CIF while the Claimed CIF or CIF is the subject of a nonfrivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction.

b) Waivers of CIF

A Municipality may not assess Claimed CIFs or CIFs or may choose to not collect either in a particular year. Any such election shall not operate as a waiver of the Municipality's rights under this Agreement to collect a CIF in subsequent years.

c) Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, sewer and water connection, and waste collection.

d) Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid directly by the appropriate property owner.

e) Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

6. Security.

- a) The Company shall maintain security at its ME(s)/MTC(s) in accordance with the security plan presented to the Municipality. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of MEs/MTCs, as applicable, and the security thereof.
- b) The Company shall comply with all Commission and the Municipality security requirements as promulgated by state law, regulation, local law, ordinance, or bylaw.

7. Odor Control.

The Company agrees that in the event all cannabis related odors cannot be contained onsite, it will install and utilize sufficient odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. Any complaints received by the City concerning odors that are detectable at abutting properties or units must be addressed thoroughly and expediently by the Company, including but not limited to the installation of said odor control technology.

8. Energy Usage.

The Company shall comply with the Commission's energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130, *et seq.*, and, if applicable, comparative medical regulations.

9. Diversity, Equity, and Local Opportunities.

- a) The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.
- b) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.

- c) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.

10. Effective Date, Term, and Termination.

- a) This Agreement shall be in full force and effect beginning on the date set forth on page 1 herein.
- b) This Agreement shall terminate after five (5) years. Pursuant to § 5(a)(6) above, and notwithstanding any other the language regarding the payment of CIFs contained herein, the Municipality shall not attempt to collect Claimed CIFs or CIFs from the Company on or after October 9, 2027, the nine (9) year anniversary of issuance of the Company's initial license for its operations in Bernardston.
- c) At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

11. Notice of Discontinuance of Operations.

- a) The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice that shall be no less than six (6) months. Upon receipt of this notice, the Company may submit a request for Equitable Relief pursuant to § VIII of the CCC's February 2024 Guidance on Host Community Agreements and any future amendments or revisions thereto. The policy regarding Equitable Relief is intended to provide a possible option for licensees to continue to operate or make other business decisions without necessarily ceasing operations immediately.
- b) This Agreement shall be void in the event that the Company ceases operations of its Marijuana Establishment in the Municipality for a period of greater than 60 days without substantial action to reopen or relocate such operations outside of the Municipality. The Company shall provide notice to the Municipality no less than 90 days prior to cessation or relocation of operations.

12. Governing Law and Severability.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and

conditions of this Agreement shall not be deemed affected thereby, unless one or both Parties would be substantially or materially prejudiced.

13. Confidentiality.

The Parties agree that all records in the possession of the Municipality are governed by G.L. c. 66, § 10, the Public Records Law.

14. Amendments/Waiver.

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

15. Successors/Assignees.

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without first notifying and receiving written approval from the Municipality. The Municipality agrees that such approval will not be unreasonably withheld.

16. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing one or more counterparts.

17. Signatures.

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

18. Notices.

Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be made electronically to the addresses identified below for the respective Parties:

Identified Address(es) for the Municipality:

Karen Kelly, Town Administrator
bos@townofbernardston.org

Identified Address(es) for the Company:

James A. Counihan
jcounihan@prismventure.com

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

MUNICIPALITY: THE TOWN OF BERNARDSTON

Duly Authorized Representative Name: Karen Kelly _____

Duly Authorized Representative Title: Town Administrator _____

Duly Authorized Representative Signature: _____

Date of Signature: _____

COMPANY: THE HEIRLOOM COLLECTIVE, INC.

Duly Authorized Representative Name: James A. Counihan _____

Duly Authorized Representative Title: Executive Director _____

Duly Authorized Representative Signature: _____

Date of Signature: _____

Subject **RE: INFORMATION: Model Host Community Agreement Public Comment Period Now Open**
From Elizabeth Lydon <liz@mtclawyers.com>
Karen Kelly <bos@townofbernardston.org>
Cc Ken Bordewieck <ken.bordewieck@comcast.net>, Stan Garland <uped@comcast.net>, Brian Keir <brkeir@msn.com>
Date 2024-04-02 09:52



- Heirloom-Bernardston HCA 3.28.24.docx(~42 KB)

Hi Karen,

Heirloom's attorney and I have finalized the HCA based on the final model released by the CCC, attached. This is ready for signatures. I have you signing on behalf of the Town, but this will need to be authorized by a vote of the Selectboard.

Please let me know if you have any questions or would like me to attend the meeting regarding the vote.

Liz



Elizabeth Lydon
[she/her/hers]
Mead, Talerman & Costa, LLC
227 Union Street · New Bedford, Massachusetts · 02740
Phone 774.202.5414

liz@mtclawyers.com · www.mtclawyers.com

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♻️ Think before you print.

From: Karen Kelly <bos@townofbernardston.org>
Sent: Thursday, January 25, 2024 1:24 PM
To: Elizabeth Lydon <liz@mtclawyers.com>
Cc: Ken Bordewieck <ken.bordewieck@comcast.net>; Stan Garland <uped@comcast.net>; Brian Keir <brkeir@msn.com>
Subject: Re: INFORMATION: Model Host Community Agreement Public Comment Period Now Open

Hi Elizabeth,

The Selectboard approved the redline draft as written, understanding that we will wait to see if there are any other revisions by the CCC before finalizing the draft.

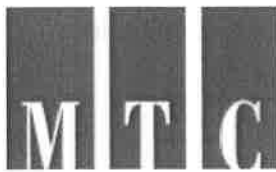
Karen A. Kelly

Town Administrator

Town of Bernardston
38 Church St., PO Box 504
Bernardston, MA 01337
Phone: 413-648-5401

On 2024-01-18 11:31, Elizabeth Lydon wrote:

Thank you!



Elizabeth Lydon

[she/her/hers]

Mead, Talerman & Costa, LLC

227 Union Street · New Bedford, Massachusetts · 02740

Phone 774.202.5414

liz@mtclawyers.com · www.mtclawyers.com

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♻️ Think before you print.

From: Karen Kelly <bos@townofbernardston.org>

Sent: Thursday, January 18, 2024 11:30 AM

To: Elizabeth Lydon <liz@mtclawyers.com>

Cc: Ken Bordewieck <ken.bordewieck@comcast.net>; Stan Garland <uped@comcast.net>; Brian Keir <brkeir@msn.com>

Subject: Re: INFORMATION: Model Host Community Agreement Public Comment Period Now Open

H Elizabeth,

Thank you! I will present this to the Selectboard at the next regular meeting on January 24th.

Karen A. Kelly

Town Administrator

Town of Bernardston

38 Church St., PO Box 504

Bernardston, MA 01337

Phone: 413-648-5401

On 2024-01-18 10:50, Elizabeth Lydon wrote:

Hi Karen,

I submitted comments to the CCC yesterday, attached, with a redline draft on behalf of the municipalities my firm represents. A summary of the changes is included in my email. I am happy to submit any additional comments you'd like to provide as well.

Attorney Sacco and I met today to discuss my redlines and he is amenable to all of the changes I proposed in the model but requested that we wait to see if there are any other revisions by the CCC before finalizing the draft. Please let me know if this plan is agreeable to you.

Liz

Elizabeth Lydon

Mead, Talerman & Costa

From: Karen Kelly <bos@townofbernardston.org>
Sent: Thursday, January 18, 2024 6:54:46 AM
To: Ken Bordewieck <ken.bordewieck@comcast.net>; Stan Garland <uped@comcast.net>; Brian Keir <brkeir@msn.com>
Cc: Elizabeth Lydon <liz@mtclawyers.com>
Subject: INFORMATION: Model Host Community Agreement Public Comment Period Now Open

FYI! Do we want to forward a response? Please read below.

Karen A. Kelly
Town Administrator
Town of Bernardston
38 Church St., PO Box 504
Bernardston, MA 01337
Phone: 413-648-5401

----- Original Message -----

Subject:Model Host Community Agreement Public Comment Period Now Open

Date:2024-01-17 12:41

From:Cannabis Control Commission <Commission@cccmass.com>

To:Louis Bordeaux <bos@townofbernardston.org>



Model Host Community Agreement Public Comment Period Now Open

Cannabis Control Commission to seek feedback through January 31, 2024



Today, the Cannabis Control Commission (Commission) opened a two-week public comment period for constituents to weigh in on the "Model Host Community Agreement (HCA)" that the agency has drafted as the template for a compliant contract between municipalities and license applicants/licensees. Responses should be emailed to Commission@CCCMass.com with a subject line of "Model HCA Public Comment" no later than **Wednesday, January 31, 2024, at 5 p.m.**

State law requires all Marijuana Establishments and Medical Marijuana Treatment Centers seeking a new license or renewal of a license to have an executed HCA with the municipality in which they seek to operate, or operating within, including all stipulations of responsibilities between the parties.

The Model HCA was incorporated into the Commission's **recent regulatory revisions** that were promulgated in accordance with the Commonwealth's **cannabis equity reform law**, which was enacted and signed into law August 2022. The final document will be an essential part of the Commission's engagement with cities, towns, and licensees across Massachusetts to fulfill its new, legislatively mandated authority to review, approve, and certify agreements between the parties.

Starting March 1, the Commission will begin enforcing adherence to an HCA that complies with state law and regulations, or that the license applicant/licensee and host community agree to a compliant waiver. The timeline for enforcing the agency's new HCA regulations will depend upon the date a new license applicant or current licensee submit a completed application to the Commission.

After the public comment period ends, and the final Model HCA is approved, the Commission recommends the Model HCA be used by stakeholders in the following ways:

- As a new, "fill-in-the-blank" agreement between the contracting parties;
- A template that can be used and modified based on the parties' agreement; or
- As an interim agreement for licensees and municipalities to quickly establish a compliant HCA if there are concerns that their current HCA may not be compliant with state law and regulations.

Commission regulations specify that agreements that conform to the Model HCA will be presumed compliant. However, while the template is meant as a tool for constituents to use, it is not the required HCA format, and it should not be construed as legal advice. Any municipality, license applicant, or licensee is encouraged to consult with an attorney regarding the legal requirements for a HCA prior to signing any such contract.

All feedback to the Model HCA should be submitted as soon as possible, and not later than January 31, 2024. Those received by the deadline will be reviewed by Commissioners and staff and may be incorporated as changes for the final version that will be considered at a future public meeting. The Commission is scheduled to meet next on **February 8, 2024**.

Please be advised that the Commission may publish submissions it receives or produce them in response to a request made under the Massachusetts Public Records Law, M.G.L. c.

Subject **RE: [External] flag replacement account**
From Coleman, Jody <Jody.Coleman@gsprecision.com>
Karen Kelly <bos@townofbernardston.org>
Date 2024-04-09 16:28



Karen,

I have checked a few different sites for flags and poles. They are not cheap anymore. The best price I could find so far in replacing 40 flags, 40 tangle free poles and 20 new brackets is about 2500.00. Unless there is a transfer made to the flag account we will only be able to replace around 20 flags and poles. Please let me know the wishes of the selectboard.

Jody Coleman

From: Karen Kelly <bos@townofbernardston.org>
Sent: Tuesday, April 9, 2024 11:36 AM
To: Coleman, Jody <Jody.Coleman@gsprecision.com>
Subject: Re: [External] flag replacement account

Hi Jody,

Street Flag Revolving Unrestricted Cash, Acct#230-692-1040-0000-230008, \$1448.15.

Karen A. Kelly

Town Administrator
Town of Bernardston
38 Church St., PO Box 504
Bernardston, MA 01337
Phone: 413-648-5401

On 2024-04-09 11:27, Coleman, Jody wrote:

Karen,

I apologize but I can't find my sheet with the amount in the flag replacement account. Can you forward it to me or tell me the dollar amount please. Also if you have a tax exempt form that is filled out that I can submit to whomever we purchase the flags from that would be great.

Thank you,

Jody Coleman
Facilities Manager
G.S. Precision, Inc.

101 John Seitz Drive

Brattleboro, VT 05301

(802) 246-5537 – Office

(802) 490-8400 -- Cell

www.gsprecision.com

GS_BLUE SMALL.JPG

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Subject **April 3, 2024 Selectboard Meeting**
From Burns, Jordan <burnsj@pvrsdk12.org>
Brian Keir <brkeir@msn.com>, Bernardston Selectboard
<bos@townofbernardston.org>, Ken Bordewieck
<ken.bordewieck@comcast.net>, Stan Garland <uped@comcast.net>,
Jane Dutcher <jdutcher55@hotmail.com>
Cc Patricia Kinsella <kinsellap@pvrsdk12.org>
Date 2024-04-12 15:25



- 20240329145722151.pdf(~259 KB)
- DistrictAgreement.pdf(~294 KB)

Hello all,

I am writing about the purchase of an oven at BES during FY25.

A few important points I would like to clarify after listening to your excellent meeting on April 3, 2023:

- The Town of Northfield is paying for the majority of the \$53,000 freezer/cooler replacement at NES.
 - The district was awarded an Equipment Assistance grant of \$20,000 that will be used for this purchase.
 - District funds will not be used for this purchase.
- You are correct that the quote for the stove at BES was less than \$5,000; please see quote attached.
- This purchase is for FY25, not FY24. Our hope is that the Town of Bernardston would include this purchase in its FY25 budget.
- While capital purchases below \$5,000 may have been paid for by the district in prior years, this practice is not supported by the District Agreement.
 - The district intends to adhere to the language of the District Agreement as part of our improved financial practices.
 - In addition, our Fiscal Overseer will not approve purchases that are not in alignment with District Agreement requirements.
 - Please see below for relevant language from the District Agreement.

(b) Each member town shall be responsible for paying the capital costs (as detailed in subsection VI(B) above) for its respective elementary school.

Section VI

Apportionment and Payments of Costs Incurred by the District

(A) For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories:

(B) Capital costs shall also include all expenses payment of principal of and interest on bonds, notes or other obligations issued by the District from time to time to finance capital costs.

My request

I would respectfully request that you consider having the Town of Bernardston pay the capital cost of a new stove at Bernardston Elementary School.

Thank you,
Jordan

--
Jordan Burns, Director of Finance and Operations
Pioneer Valley Regional School District
7 F. Sumner Turner Road
Northfield, MA 01360
(413) 498-2911 x607
burnsj@pvrsdk12.org

Jordan Burns, Director of Finance and Operations
Pioneer Valley Regional School District
97 F. Sumner Turner Road
Northfield, MA 01360
(413) 498-2911 x607
burnsj@pvr-sdk12.org

Pioneer Valley Regional School District (PVRSD) is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, genetic information, or any other characteristic protected by applicable law. PVRSD complies with all applicable laws governing nondiscrimination in employment, including Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act.

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FE&S 2023
DEALER
OF THE YEAR

GRO40

03/25/2024

Project:
Pioneer Valley Regional-range

From:
Singer | Kittredge
Sarah Prats
100 Bowles Rd
Agawam, MA 01001
(413) 304-4552-office
(413) 297-3128- cell

Job Reference Number: 86340

This is a quote (the "Quote") to provide equipment and/or services. This Quote includes the conditions presented below and the terms that are included at <https://www.singerequipment.com/policies/quote-terms-conditions> (the "Terms").

When you accept this Quote, as provided below, this Quote, together with the Terms, will form a binding contract (the "Contract") between you and Singer MA LLC, d.b.a. Singer Kittredge, a division of Singer Equipment Company, Inc. ("Singer").

Item	Qty	Description	Sell	Sell Total
2	1 kt	GAS CONNECTOR HOSE KIT / ASSEMBLY T&S Brass Model No. (HG-4D-48K) Packed 1 kt Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (1) street "EL", ball valve, restraining cable adjustable for 3'to 5', 180,000 BTU / hr minium flow capacity	\$128.72	\$128.72
			ITEM TOTAL:	\$128.72
3	1 ea	RANGE, 36", 6 OPEN BURNERS Vulcan Model No. SX36-6BP SX Series Restaurant Range, LP gas, 36", (6) 28,000 BTU burners with lift-off burner heads, standard oven, stainless steel front, sides, backriser & lift-off high shelf, 6" adjustable legs, 198,000 BTU, ETL-Sanitation	\$2,326.50	\$2,326.50
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation		
			ITEM TOTAL:	\$2,326.50
			Subtotal	\$2,455.22
			Total	\$2,455.22



Prices are valid for 30 days unless otherwise noted herein, thereafter reconfirm.

Unless otherwise noted herein, freight charges are NOT included.

Warranties

Manufacturer's standard warranties are included. No other warranty is extended or implied unless otherwise noted herein, and ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY LAW.

Taxes

Prices do not include sales nor use tax unless otherwise noted herein. All applicable taxes are subject to the current rate at time of final invoicing and are the responsibility of the customer.

Payment Terms

Unless otherwise noted herein, standard payment terms are 50% due at signing of quote and acceptance of terms and conditions, and the remaining balance will be due prior to delivery. Prices are quoted based on check or ACH as a form of payment. Credit card payment may incur a service charge on the total order.

See link to the Terms and Conditions, Return/Cancellation Section for the return and cancellation terms applicable to this Quote.

See link to the Terms and Conditions, Delivery Section, for delivery and shipping terms applicable to this Quote.

See link to the Terms and Conditions, Scope of Work Section, for the scope of Singer's work and exclusions therefrom applicable to this Quote.

Please read this quotation carefully as it is based upon our interpretation of the items being requested. Review this quotation for errors, omissions or inaccuracies of any kind. The customer is responsible to verify all measurements, directions of operation, voltages and utility specifications prior to ordering. Any changes to the above may incur a price adjustment.

TO ACCEPT THE QUOTE AND THE TERMS, AND TO CONFIRM OUR CONTRACT, PLEASE EITHER:

- A. Select the "ACCEPT" button at the bottom of the screen which will prompt you to execute an electronic signature, which we accept. *By executing this Quote and the Contract hereby created, you are authorizing Singer to rely on your electronic signature as binding confirmation of your agreement to Contract. In addition, by executing this Quote, you are expressly acknowledging and agreeing to the Contract thereby created, comprised of this Quote and the Singer Terms, and the terms on each and every page of the Contract.*
- B. Print, sign and return this entire document to your Singer Representative or Copy and Paste this entire document into your confirming acceptance email and send the email to your Singer Representative.



T&S BRASS AND BRONZE WORKS, INC.

2 Saddleback Cove / P.O. Box 1088
Travelers Rest, SC 29690

Model No.

HG-4-K Series

Item No.

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • www.tsbrass.com

This Space for Architect/Engineer Approval

Job Name _____ Date _____

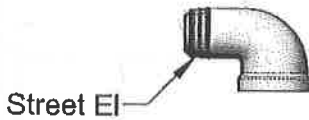
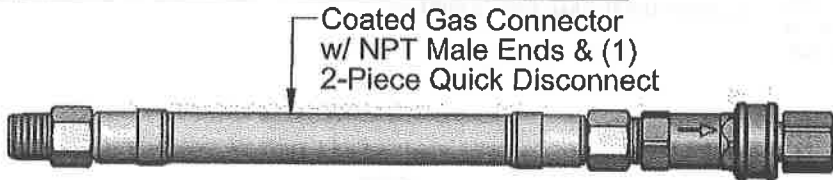
Model Specified _____ Quantity _____

Customer/Wholesaler _____

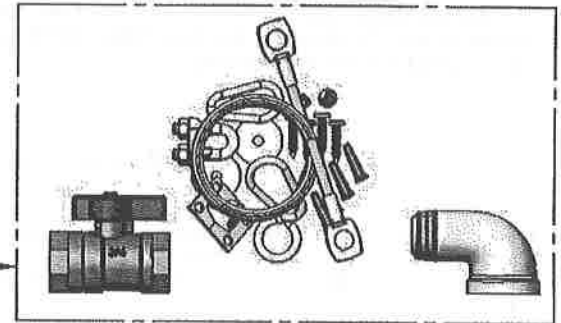
Contractor _____

Architect/Engineer _____

SAFE·T·LINK



Installation Kit:
Restraining Cable,
Street El, Ball Valve



"L" = Length	1/2" NPT
12"	HG-4C-12K
24"	HG-4C-24K
36"	HG-4C-36K
48"	HG-4C-48K
60"	HG-4C-60K
72"	HG-4C-72K

"L" = Length	3/4" NPT
12"	HG-4D-12K
24"	HG-4D-24K
36"	HG-4D-36K
48"	HG-4D-48K
60"	HG-4D-60K
72"	HG-4D-72K

"L" = Length	1" NPT
12"	HG-4E-12K
24"	HG-4E-24K
36"	HG-4E-36K
48"	HG-4E-48K
60"	HG-4E-60K
72"	HG-4E-72K

"L" = Length	1 1/4" NPT
12"	HG-4F-12K
24"	HG-4F-24K
36"	HG-4F-36K
48"	HG-4F-48K
60"	HG-4F-60K
72"	HG-4F-72K

HG-4-K Series Product Configurator: **HG - 4** - **K**

Ex: HG - 4 - K

Gas Hose, 3/4" NPT Male Ends, 36" Length, (1) 2-Piece Quick Disconnect,
(1) Street El, (1) Installation Kit

Product Specifications:

Safe-T-Link Gas Appliance Connector: Coated Gas Hose, NPT Male Ends, 2-Piece Quick Disconnect and Street Elbow

Product Compliance:

ANSI Z21.69 / CSA 6.16
NSF 2
NFPA 54

INSTALLATION INSTRUCTIONS

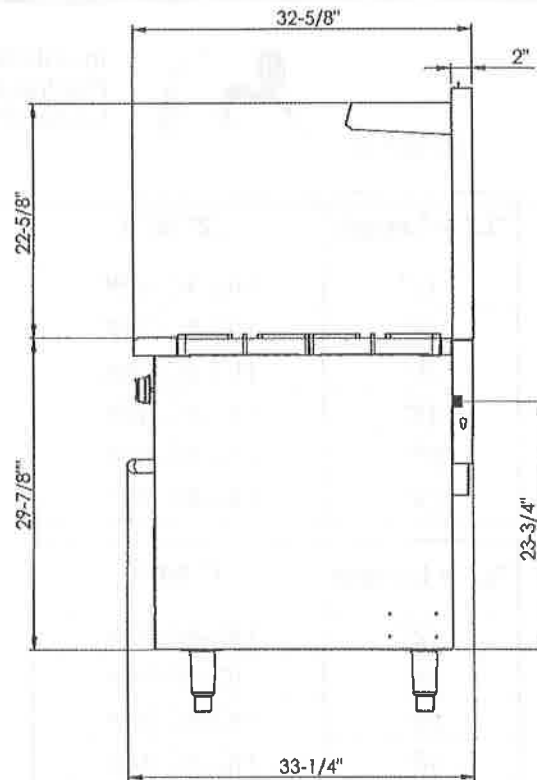
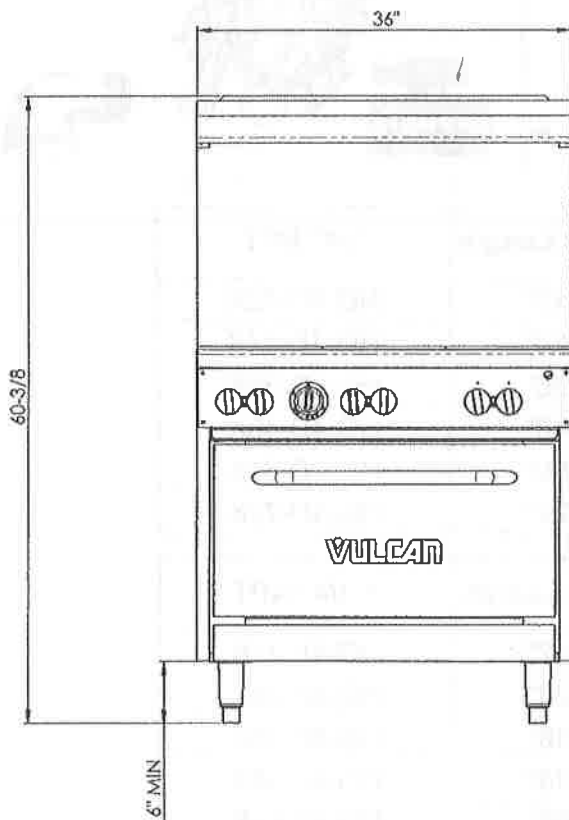
1. A pressure regulator sized for this unit is included. Natural gas 5.0" W.C., propane gas 10.0" W.C.
2. Gas line connecting to range must be 3/4" or larger. If flexible connectors are used, the inside diameter must be 3/4" or larger.
3. An adequate ventilation system is required for commercial cooking equipment. Information may be obtained by writing to the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269, www.NFPA.org. When writing, refer to NFPA No. 96.
4. These units are manufactured for installation in accordance with ANSZ223.1A (latest edition), National Fuel Gas Code. Copies may be obtained from The American Gas Association, 400 N Capitol St. NW, Washington, DC 20001, www.AGA.org.

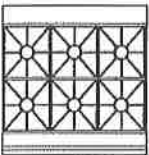
5. **Clearances**

	Rear	Sides
Combustible	12"	10"
Non-Combustible	6"	0"
6. For proper combustion, install equipment on adjustable legs or casters provided with unit.

NOTE: In line with its policy to continually improve its product, Vulcan reserves the right to change materials and specifications without notice.

Specify type of gas when ordering.
Specify altitude when above 2,000 feet.

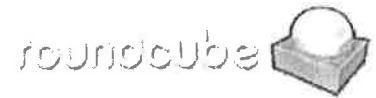


Top Configuration	Model Number	Description	Total Input BTU / Hr	Shipping Weight LBS / KG
	SX36-6BN	6 Burners / 1 Standard Oven / Natural Gas	198,000	456 / 207
	SX36-6BP	6 Burners / 1 Standard Oven / Propane	198,000	456 / 207

This appliance is manufactured for commercial use only and is not intended for home use.

As continued product improvement is a policy of Vulcan, specifications are subject to change without notice.

Subject **MVP Wildfire Grant**
From John Lepore <futurelandsdesigns@gmail.com>
To Bernardston Selectboard <bos@townofbernardston.org>
David Pomerantz <davpome@gmail.com>
Date 2024-04-08 11:42



Karen,

After reviewing the daunting demands for meeting the MVP Grant deadline in two weeks and considering that my wife has several evolving severe health issues, I have decided not to pursue the wildfire grant.

David and I had a conversation this morning, and he supports my decision. I appreciate your understanding.

Sincerely,
John

John 'Giacco' Lepore, BS Botany, MALD, CERP

Cell: 413.512.0644

Future Lands Designs, LLC

P.O. Box 608

Bernardston, MA 01337



<https://www.ser.org>

The Holy Land is everywhere.

Black Elk, the medicine man of the Oglala Lakota people

MacNICOL & TOMBS, LLP

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Donna L. MacNicol

Susan M. Tombs

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E-Mail

mtb.email@verizon.net

April 9, 2024

Board of Selectmen

Town of Bernardston

38 Church Street

P.O. Box 504

Bernardston, MA 01337-0504

Re: Legal Services

Dear Board:

As you may know, I have been practicing municipal law in Franklin County for over 40 years. I thoroughly enjoy my practice and believe that I provide excellent personal service to my clients. The costs of running my business and delivering the services that I provide have risen considerably. Therefore, I want to inform you that commencing on July 1, 2024, I will be raising my fees to \$190.00 per hour for all matters.

Thank you for your understanding and for letting me serve you; it is a great pleasure.

Sincerely,



Donna L. MacNicol

DLM/cac

