Town of Colrain

Select Board Meeting

55 Main Road/Town Office Building

6:00 P.M.

# MINUTES OF FEBRUARY 10, 2020

**Present** Mark Thibodeau, Eileen Sauvageau, Joe Kurland

**Others Present** Dennis DePaolo, Dominic Shelzi, Julianne Shelzi, Peter P. Shelzi, Sr., Joseph Shelzi, Betsy Shuipis, Administrative Assistant, Kevin Fox, Town Coordinator

Meeting was called to order by Eileen Sauvageau, Chair, at 6 p.m.

**Appointments Nicole Costanzo, Town Counsel, KPLaw, Review and Discussion of Host Agreement with Wellman Farms and Twisted Yield**

Discussion:

* Joe Kurland went over his questions/edits for the agreement with Nicole Costanzo.
* Nicole stressed that many of the provisions added to the agreement are not required, but there to provide the Select Board with some of the options other communities have felt were important.
* Eileen questioned the 5 years vs. life of the establishment agreement. Wouldn’t 5 years or less give the Town a better opportunity to address issues as they come up? What happens if after 5 years if the Town doesn’t renew a license? There are a lot of inconsistencies within the law, so Nicole suggests the town has the agreement in place for the life of the establishment. There is nothing in place right now that would prevent an establishment from getting a renewed contract without a host community agreement. Both agreements have a reopener clause and a provision to allow for amendments.

Nicole suggested that the Board vote on the provisions to edit/remove, and she could then make the changes and send the agreements out to all concerned.

Clarification on water use. Since applicant’s property does not use Town of Colrain water and sewer (private well), Nicole will amend that language.

The Select Board asks for the following changes:

* Strike out the Community Benefits Payment.
* Extend the host agreement to the life of the business with the ability to reconsider the community impact fee every 5 years.
* Amend the Re-opener/Review to say that if there are any changes in the law which would be to the detriment of the Town that they would have to come back and re-open negotiations.
* Changing the water requirements to apply to municipal water supply vs. private water supply.
* Add to the Re-order provision that if either of the companies engage in retail operations in any town they must come back and re-address the agreement with the Town.

**MOVED: Eileen moved that KPLaw remove the Community Benefits Payments; to extend the agreement to the life of the establishment with the ability to re-negotiate the Community Impact Fee every 5 years; to make revisions to the Re-Opener Agreement; change the requirement for Water Metering to be for municipal water supply and not private water supply; and if applicants provide product from their grow facility in town to their own retail establishment, we would revisit defining the term “gross sales.” These revisions would apply to host agreements with both Wellman Farms and Twisted Yield. Mark seconded. Approved unanimously.**

The Select Board authorizes Nicole to send Kevin a revised copy of the agreement to distribute to the Board concurrent with both parties, Wellman Farms and Twisted Yield, as well.

**New Business Proposal from Weston and Sampson – Extra Work to Address Colrain Road Safety Planning Study**

**MOVED:** Joe moved to accept the proposal from Weston and Sampson for Extra Work to Address Colrain Road Safety Planning Study. Mark Seconded. **Approved unanimously**.

**Chapter 90 Project Request – Proposal from Weston and Sampson – Extra Work to Address Colrain Road Safety Planning Study**

**MOVED:** Eileen moved to move the Chapter 90 Project Request ($54,200) to fund the Weston and Sampson Proposal. Mark seconded. **Approved unanimously.**

**Old Business Recycling Contract**

**MOVED:** Joe moved that we sign the Contract between the Massachusetts Department of Environmental Protection, the Contractor, and a Dual Stream Designated Community.

Mark seconded. **Approved unanimously**.

**Town Coordinator Contract**

Discussed status of Town Coordinator’s contract.

**Warrant for the March 3, 2020 Primary Elections**

**MOVED:** Joe moved to sign the Warrant for the presidential primaries and town committees. Mark seconded. **Approved unanimously.**

Kevin asked the Select Board to consider setting a closing date for the Annual Town Meeting Warrant. It would be helpful to all, especially citizens bringing in petition/warrant articles who might have incorrect information on the article and not time to make corrections. Kevin will bring a date for this at the next meeting.

**Draft of Town Policy for Disposal of Surplus/waste Materials Resulting from Public Works Projects.**

The policy is with Town Counsel.

**MOVED: Joe moved to close the meeting. Eileen seconded; approved unanimously.** The meeting ended at 7:35 p.m.

Respectfully submitted, Accepted by the Board of Selectmen

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Betsy Shuipis Eileen Sauvageau - Chairman

Administrative Assistant

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Mark Thibodeau

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Joe Kurland

Documents

Selectmen Meeting Notes

Host Community Agreement between the Town of Colrain and Wellman Farm, Inc. for the Siting of a Recreational Marijuana Establishment.

Host Community Agreement between the Town of Colrain and Twisted Yields L.L.C. for the Siting of a Recreational Marijuana Establishment.

Letter to Kevin Fox from Weston & Sampson Re: Intersection Improvements, Main Road, Jacksonville Road and Greenfield Road, Town of Colrain, MA Proposal for Extra Work to Address Colrain Road Safety Planning Study

Contract between the Massachusetts Department of Environmental Protection, the Contractor and a Dual Stream Designated Community.