

**NARRATIVE INFORMATION SHEET**

R01-24-C-011

1. Applicant Identification – Greylock FLUME, Inc.

2. Funding Requested

- a. Single Site Cleanup
- b. \$1,826,000

3. Location

- a. City: North Adams
- b. County: Berkshire
- c. State: Massachusetts

4. Property Information

Greylock FLUME  
510 State Road  
North Adams, MA 01247-3045

5. Contacts

a. Project Director  
Karla Rothstein  
(917) 349-8235  
[kmsr@latentnyc.com](mailto:kmsr@latentnyc.com)  
508 State Road  
North Adams, MA, 01247-3045

b. Chief Executive  
Salvatore Perry  
(917) 439-0221  
sal@latentnyc.com  
508 State Road  
North Adams, MA, 01247-3045

6. Population – 12,961

7. Other Factors Checklist

<b>Other Factors</b>	<b>Page #</b>
Community population is 10,000 or less.	4
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
The priority brownfield site(s) is impacted by mine-scarred land.	
Secured firm leveraging commitment ties directly to the project and will facilitate completion of the remediation/reuse; secured resource is identified in the Narrative and substantiated in the attached documentation.	3 & 4
The priority site(s) is adjacent to a body of water (i.e., the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	1
The priority site(s) is in a federally designated flood plain.	
The reuse of the proposed cleanup site(s) will facilitate renewable energy from wind, solar, or geothermal energy.	3
The reuse of the proposed cleanup site(s) will incorporate energy efficiency measures.	3
The proposed project will improve local climate adaptation/mitigation capacity and resilience to protect residents and community investments.	5
The target areas(s) is located within a community in which a coal-fired power plant has recently closed (2013 or later) or is closing.	

8. Releasing Copies of Applications - Not applicable

## RANKING CRITERIA FOR CLEANUP GRANTS

### 1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

#### 1.a. Target Area and Brownfields

##### 1.a.i. Overview of Brownfield Challenges and Description of Target Area

The Project Site is located within the City of North Adams in Berkshire County, Massachusetts, the westernmost county in the state. Its population was 12,961, according to the 2020 Decennial Census, making it the least populous city in the state. For much of its history, North Adams was a mill town. Manufacturing began in the City before the Revolutionary War, largely because the confluence of the Hoosic River's two branches provided water power for small-scale industry. These fast-flowing waters provided power to drive the machinery in the cotton mills; they also served as a convenient way to get rid of waste from these mills. Sadly, even within the memory of current North Adams residents, the Hoosic River ran different colors, smelled awful, and carried toxic waste. Through this project, *Greylock FLUME Inc.* proposes the remediation of hazardous building materials and the removal of soils contaminated with metals, PCBs and other contaminants associated with the former aluminum anodizing operations on site. This project is an important step toward addressing the challenges and impacts of brownfields within the City of North Adams by first removing the pathway of exposure and ultimately through the adaptive-reuse of the South Wing as an independent cultural facility providing food system education and curating connections that fortify balanced ecologies as an interpretive science. Programs will engage with regional schools and create new opportunities for diverse creative communities to share hopeful solutions for a resilient world.

The target area is defined by Census Tract 25003921500. Route 2 and the Hoosic River run east-west through the northern, most densely populated portion of the target area. In fact, the Site is bounded to the north by the river and to the south by public ballfields, with Route 2 bifurcating it into two portions—all located in the center of densely developed neighborhoods within the target area. Although Route 2 itself is heavily commercial and industrial, the site is surrounded by residential neighborhoods, the Greylock Community Club, Greylock Elementary School, and the Alcombright Athletic Complex.

##### 1.a.ii. Description of the Brownfield Sites

The brownfield property to be cleaned up under this grant (the Site) is called the South Wing, which is approximately 23,000 SF of the original 240,000 SF complex built at the turn of the 20<sup>th</sup> Century by the textile enterprise known as Greylock Mills.

Subsequent operations include aluminum anodizing, which occurred at the Site from 1946 through 2004. Numerous chemicals were utilized during this process, including but not limited to: sulfuric acids, phosphoric acid, sodium hydroxide, nitric acid, nickel (and potentially other metals), and various dyes. Evidence of ten above-ground storage tanks associated with such chemicals have been documented. The facility housed thirty large dip tanks, as well as many drums with hazardous waste accumulated in designated areas.

The Site was constructed as a phased expansion in the 1950s. At that time, the use of asbestos, lead paint, and PCBs in building materials was prevalent. Though the dip tanks were removed in prior phases of this redevelopment, contaminants in the floor and roof materials are pervasive. The

dilapidated condition of these structural elements creates blight and safety hazards, further complicating cleanup efforts.

**1.b. Revitalization of the Target Area**

**1.b.i. Reuse Strategy and Alignment with Revitalization Plans**

The South Wing is owned by *Greylock FLUME*, an independent 501(c)(3) nonprofit focused on community-benefit programming within the campus-wide project known as *Greylock WORKS*. The full mixed-use vision includes a restaurant, an incubator kitchen, artisanal food production areas, a Culinary LAB, a creative co-work community, a fitness center, 50 residential apartments, a versatile array of indoor and outdoor event spaces, as well as a publicly accessible waterfront park. So far, the campus is home to over 30 local businesses generating over 80 jobs. Within this vibrant context of synergistic initiatives, *Greylock FLUME* has been conducting collaborative research of regional farming and targeted outreach to value-added food producers since 2015. It engages a robust network of over 100 regional makers via an inclusive series of markets, supported by a growing social media following that exceeds 5,500 followers. Building upon this momentum, the South Wing will serve as an independent brick-and-mortar cultural facility for *Greylock FLUME*, greatly expanding its capacity to be a nexus of food system education for the community.

The South Wing will be remediated and reused to house *Greylock FLUME*'s Food Systems and Innovation Lab: a regional hub for research, innovation, and development serving the creation of sustainable food and agriculture systems. The Lab is an integral component of a cross-disciplinary partnership with local educational anchors Williams College, Berkshire Community College (BCC), and Massachusetts College of Liberal Arts (MCLA), to improve the health of the people, environment, and economy through the lens of food and agricultural system innovation with a commitment to intergenerational engagement. The partnership's goal is to identify practical solutions to help food-focused businesses and growers scale production and thrive. The Lab will align with North Adams' Vision 2030 Comprehensive Plan themes of Economic Renewal through investment in supporting and growing small, local businesses; and Physical Reinvestment, through repurposing the former-mill structure into a place for a thriving ecosystem of education, innovation, and community.

**1.b.ii. Outcomes and Benefits of Reuse Strategy**

Cleanup activities and adaptive reuse of the South Wing will continue to heal a blighted brownfield site, imbuing it with a new and optimistic purpose. The Food Systems and Innovation Lab's food entrepreneurship incubation space and educational resources will provide ongoing support and mentorship for local business owners, stimulating regional economic development. A specialty food producer retreat—focused on collective-building and professional enrichment for micro-food-producers working with cheese, bread, and plant-based products—will support research, innovation, and excellence. Quarterly events centered on growing a healthier population, economy, and environment for regional populations will engage the public through markets and workshops.

Cleanup activities will enable the South Wing's adjacent courtyard to be transformed into a community garden focused on intergenerational programming in partnership with Greylock Elementary School (directly southwest of the mill complex)—aligning with the Vision 2030 theme of Intergenerational Thinking to offer today's youth a strong and healthy future. An edible gardens program will take inspiration from Alice Waters' Edible Schoolyard Project—dedicated to the transformation of public education by using organic school gardens and kitchens to teach both

academic subjects and the values of nourishment, stewardship, and community. The redevelopment will include renewable energy from solar panels on the South Wing roof. Energy efficiency measures will include heat pumps, high performance windows, and thermal enclosure.

*Greylock FLUME*'s independent cultural facility programming will feed directly into existing efforts throughout the larger mill campus and community, working to increase access to nutrition, engage multiple generations through convivial interaction around the terroir of the region, train a hospitality workforce, and help support a philosophy that values the intellect, the arts, and the natural environment. Production and educational programs within the Food Systems & Innovation Lab will coalesce with existing Culinary LAB commercial kitchen capabilities, workshops, and pop-events. New product development and methodologies resulting from the small-scale pilot production space will inform future directions for current food production tenants. Participants in a specialty food producer retreat will be featured on the menu of the on-site farm-to-table restaurant. Quarterly events in the South Wing will complement the annual FESTIVE Holiday Market and weekly *Mini Maker Markets* featuring fresh food, farmers, fermenters, and the region's best artisan makers. The vision for *Greylock FLUME* grew out of a mission to deliver food system education and the community's desire to spur economic development while safeguarding its core characteristics of mills and farming. The goal: to create new culture, strengthen communities, and support a circular economy through regenerative design, food innovation, and connection to place.

### **1.c. Strategy for Leveraging Resources**

The larger *Greylock WORKS* redevelopment is projected to total  $\pm$  \$40M, which includes over \$13M of private equity and  $\pm$  \$7M of grant funding from an array of federal, state, and local sources. The redevelopment has been strategically planned to be conducted in sequential phases that engage community, generate jobs, incubate new businesses, and provide much needed housing. To date, over \$24M of the total project sources have been secured.

#### **1.c.i. Resources Needed for Site Characterization**

The Site has been adequately characterized through prior assessment funding through BRPC, the City of North Adams, and MassDevelopment. In the event that the Site needs to be further characterized for the remediation to continue, we are prepared to seek additional funding through BRPC's current Assessment Program and various programs offered through MassDevelopment.

#### **1.c.ii. Resources Needed for Site Remediation**

Enormous tangible progress has been made to transform much of this site from a blighted brownfield liability into an active mixed-use campus with a vibrant calendar of community events, walking paths, and abundant native plantings. However, one area of the site, comprised of the South Wing, requires additional substantial remediation. This involves the deconstruction of contaminated materials, structural bracing of existing buildings to facilitate access for heavy equipment, and the cleanup of contaminated soils. The funding amount requested in this application will provide the required resources to fully complete the South Wing remediation.

We have secured significant funding allocated towards dip tank, chemical, and asbestos removal; building removal; and localized site improvements. Expended funds for Site Reuse include BRPC RLF subgrants in 2015/2016; BRPC Brownfield RLF loans in 2016 and 2019; and MassWorks infrastructure grants in 2016/2017. We secured an additional subgrant from BRPC's RLF in 2023.

1.c.iii. Resources Needed for Site Reuse

An initial component of the South Wing's site reuse is nonprofit planning. We have secured a Mass Cultural Council nonprofit planning grant to further develop *Greylock FLUME*'s mission and resulting site reuse buildout. LATENT Productions, the developer of *Greylock WORKS*, has funded extensive soft cost expenses pertaining to design, bidding, and construction documents. Having reached stability with commercial tenancies, *Greylock WORKS* will continue to fund soft cost expenses for South Wing cleanup activities from operating capital accounts.

1.c.iv. Use of Existing Infrastructure

The target area is already served by existing infrastructure. The City's Master Plan, Vision 2030, states that the zoning within the target area encourages mixed-use redevelopment and facilitates redevelopment areas served by existing infrastructure. However, remediation of known contamination is needed in order to take full advantage of the existing infrastructure, including public utilities and sidewalks. There is no additional infrastructure needed to carry out revitalization plans and this grant will facilitate the use of existing infrastructure at the Site, rather than encouraging development in previously undeveloped areas without existing infrastructure.

**2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT**

**2.a. Community Need**

2.a.i. The Community's Need for Funding

The City of North Adams has experienced decades of disinvestment and population loss. Projects of this scale and visible prominence act as a catalyst for renewed hope and spur synergistic developments in the region. The known contamination from previous industrial uses makes a market-driven redevelopment untenable. If grant funding is not allocated alongside private equity, these buildings would deteriorate and become a major liability for the city. According to CEJST, the target area is considered disadvantaged because it meets more than 1 burden threshold and associated socioeconomic threshold. The target community has a low population of just 2,877 and the target community is within the 72<sup>nd</sup> percentile for people in households where income is less than or equal to twice the federal poverty level.

2.a.ii. Threats to Sensitive Populations

*(1) Health or Welfare of Sensitive Populations*

The target area is an underserved community with identified sensitive populations that include children, women of child-bearing age, people over age 65, and people with disabilities. The welfare of sensitive populations within the target area is impacted by lower education levels with 13% of people ages 25 years or older having less than a high school diploma and by a lack of prosperity evidenced by the fact that the target area is within the 86<sup>th</sup> percentile for unemployment and the 72<sup>nd</sup> percentile for people in households where income is less than or equal to twice the federal poverty level. According to CEJST, homes within the target are that are likely to have lead paint is over the 90<sup>th</sup> percentile and the EJScreen Tool identifies the target area as a food desert.

Known contaminants include sulfuric acids, phosphoric acid, sodium hydroxide, nitric acid, nickel (and potentially other metals) as well as lead, asbestos and PCBs in building materials. These contaminants can cause health impacts including damage to brain, nervous system, organs, and bone; cancer; headache; immune, liver, kidney, and respiratory damage; lung scarring,

mesothelioma, and lung cancer. The remediation of the site will address the risk of exposure and remove present threats to the health and welfare of sensitive populations.

*(2) Greater Than Normal Incidence of Disease and Adverse Health Conditions*

Together this grant and the planned site reuse will address threats to populations in the target area that suffer from a greater-than-normal incidence of diseases or conditions (including cancer, asthma, or birth defects) that may be associated with exposure to hazardous substances, pollutants, contaminants, or petroleum. According to the health indicators in the EJScreen Tool, the target area is in the 91<sup>st</sup> percentile for persons with disabilities, 89<sup>th</sup> percentile for asthma, 82<sup>nd</sup> percentile for cancer and 81<sup>st</sup> percentile for heart disease. The cleanup activities conducted under this grant will protect against exposure and remove present threats associated with contamination that can lead to adverse health conditions, and redevelopment will remove the threats associated with the vacant, abandoned, unsafe building.

*(3) Environmental Justice*

**(3)(a) Identification of Environmental Justice Issues:**

The target area is a disadvantaged census tract that meets more than 1 burden threshold and the associated socioeconomic threshold. The community has historically experienced disproportionate and adverse environmental, human health, climate-related and other cumulative impacts, as well as the accompanying economic challenges of such impacts. These disproportionate and adverse impacts resulted in part from the industrial history of the site.

**(3)(b) Advancing Environmental Justice**

This project and the planned site reuse will advance environmental justice through the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income. Environmental justice will be supported through an equitable development approach and intentional strategies to ensure that underserved communities, and other communities with environmental justice concerns, have the opportunity to participate in and benefit from decisions that shape their neighborhood. The planned site reuse will promote equitable development by promoting access to fresh food and access to high-quality jobs. The site remediation will prioritize local or first-source hiring of contractor or subrecipient employees to the extent allowable by law and by the terms and conditions of the grant. The site remediation will also facilitate participation by disadvantaged businesses pursuant to 40 CFR Part 33. The site reuse focuses on the creation of a food system and culinary arts program focused on locally grown food that will serve an area currently identified as a food desert.

**2.b. Community Engagement**

**2.b.i. Project Partners & 2.b.ii. Project Partner Roles**

List of Organizations/Entities/Groups & Roles		
Name of organization/entity/group	Point of contact (name & email)	Specific involvement in the project or assistance provided
1Berkshire	Ben Lamb blamb@1berkshire.com	Conduit for grant funding and collaborator for economic development north-south in Berkshire County, directly supporting site reuse
Berkshire Grown	Margaret Moulton, margaret@berkshiregrown.org	Collaborator for Farmers Markets and Food System Advocacy with a shared

		mission to support farmers and producers
Greylock Elementary School	Barbara Malkas, <a href="mailto:bmalkas@napsk12.org">bmalkas@napsk12.org</a>	Educational partner for food system education programs, such as the Edible Schoolyard Project-inspired community garden in the South Wing Courtyard
Lever	Jeffrey Thomas, <a href="mailto:jthomas@leverinc.org">jthomas@leverinc.org</a>	Consultant and investor for entrepreneurial ventures focused on scale; will provide mentorship and funding for plant-based food innovation companies using the South Wing
North Adams Chamber	Nico Dery <a href="mailto:hello@sequoiaoro.com">hello@sequoiaoro.com</a>	Economic development networking; will provide hyper-local connections to up-and-coming food businesses
Northern Berkshire Community Coalition (NBCC)	Amber Besaw, <a href="mailto:abesaw@nbccoalition.org">abesaw@nbccoalition.org</a>	Collaborator for community engagement, primarily through established food system stakeholder advocacy program & events at gWorks

2.b.iii. Incorporating Community Input

The Project partners will maintain a high level of community engagement via outreach to their respective constituencies. Community meetings directly concerning the project will be held onsite. Community meetings will be advertised in the newspaper at least a week prior and posted in City Hall, on websites, and social media platforms.

The Project Partners play active roles to engage and inform the community. The regular use of news media and social media is a strong foundation to effectively and appropriately communicate project progress, and solicit, consider, and respond to community input in a meaningful way. The Project Partners will provide opportunities for public input and two-way communication to ensure the proposed cleanup activities are conducted in a manner that is protective of sensitive populations and nearby residents. The QEP will complete the site-specific Community Relations Plan prior to any cleanup planning, which will set forth in greater detail how the community can be involved in the project. Lastly the Project Partners will ensure that two-way communication is maintained throughout the duration of the project to communicate the progress to citizens and ensure that the communication is appropriate and effective for the target area. Methods of communicating with the public will be adjusted as needed to ensure that they are both appropriate and effective.

**3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS**

**3.a. Proposed Cleanup Plan**

Currently unsafe conditions will be addressed and hazardous building material and contaminated soils will be remediated and disposed of off-site to prevent receptors from coming into direct contact with contaminated building materials and soil. A small portion of the south building roof will be remediated via removal to allow heavy equipment to access the remainder of the south building via the courtyard, and not damage the recently developed areas of the Site. Approximately 100 CY (150 tons) of contaminated soil (based on an area of approximately 40 feet long by 20 feet

wide by 4 feet thick) will be excavated and disposed offsite to facilitate the temporary construction of a gravel ramp to the courtyard area. The contaminated wood flooring and deteriorated decking material would then be removed to allow a safe working base for the heavy equipment, followed by abatement, removal, and replacement of the dilapidated roof and windows. An average of 1-2 feet of contaminated soil underlying the recently-removed floor, equating to approximately 500 – 1,000 CY (750 – 1,500 tons), will be excavated and disposed offsite followed by the placement of 2-3 feet of clean gravel and a concrete slab. Based on existing information, we anticipate the excavated soil will be suitable for disposal at an out-of-state landfill as non-hazardous material.

**3.b. Description of Tasks/Activities and Outputs**

<b>Task 1: Cooperative Agreement Oversight:</b>
3b.i. Project Implementation: <i>Greylock FLUME Inc.</i> will solicit the services of an experienced Brownfields grant manager and a Qualified Environmental Professional (QEP) in accordance with applicable procurement laws. The grant manager will ensure that all federal cross-cutting measures are met. Required EPA quarterly reports, updates to the Assessment, Cleanup and Redevelopment Exchange System (ACRES) database and requests for reimbursement will be prepared and submitted by the grant manager with assistance from the QEP. A member of the project team will attend the National EPA Brownfields Conference. The City will provide additional in-kind support to manage and develop the Brownfields program.
3.b.ii. Anticipated Project Schedule: 10/1/24 – 9/30/28
3.b.iii. Task/Activity Lead(s): Brownfields Grant Manager with QEP support
3.b.iv. Outputs: <ul style="list-style-type: none"> <li>• Signed contract with a QEP that meets the recipient’s and EPA’s expectations</li> <li>• 16 quarterly reports and MBE/WBE reporting</li> </ul>
<b>Task 2: Community Outreach and Engagement:</b>
3b.i. Project Implementation: <i>Greylock FLUME Inc.</i> will engage the community surrounding the Site, local neighborhood groups, lenders, realtors, property owners, developers, community health officials, throughout the cleanup process. The selected QEP will develop a Community Relations Plan (CRP) and prepare and advertise an Analysis of Brownfield Cleanup Alternatives (ABCA). <i>Greylock FLUME Inc.</i> will hold a public meeting to discuss the Draft ABCA and solicit comments and encourage participation from the community on the proposed cleanup plan. Supplies will include meeting flyers, handouts for public meetings and site factsheets.
3.b.ii. Anticipated Project Schedule: 10/1/24 – 9/30/28
3.b.iii. Task/Activity Lead(s): <i>Greylock FLUME</i> and QEP
3.b.iv. Outputs: <ul style="list-style-type: none"> <li>• CRP, Final ABCA, meeting minutes, presentation materials, and fact sheets.</li> </ul>
<b>Task 3: Site-Specific Cleanup:</b>
3b.i. Project Implementation: The QEP to develop site-related documents pertaining to cleanup and costs related to the actual cleanup of the Site. The QEP will prepare a Site-specific Quality Assurance Project Plan (QAPP) and a Health and Safety Plan (HASP) for review and approval by EPA prior to the commencement of work. The QEP will also prepare a Non-Traditional Asbestos Abatement Work Practice Plan for submission and approval by the Massachusetts Department of Environmental Protection (MassDEP) before abatement and removal activities begin. The QEP will prepare a Release Abatement Measure (RAM) Plan and Soil Management Plan (SMP) describing proper soil excavation, management, and offsite soil disposal procedures



in compliance with the Massachusetts Contingency Plan (MCP) prior to the commencement of cleanup.
3.b.ii. Anticipated Project Schedule: 1/1/25 – 12/31/27
3.b.iii. Task/Activity Lead(s): QEP
3.b.iv. Outputs: <ul style="list-style-type: none"> <li>• Site specific QAPP, Non-Traditional Asbestos Abatement Work Practice Plan, RAM Plan, SMP, technical specifications</li> </ul>
<b>Task 4: Oversight, Compliance Reporting:</b>
3b.i. Project Implementation: The QEP will conduct environmental oversight and monitoring during cleanup activities to ensure the cleanup is being conducted according to the technical specifications and all applicable federal, state, and local laws. Upon completion of cleanup, a RAM Completion Report will be submitted to MassDEP.
3.b.ii. Anticipated Project Schedule: 1/1/25 – 8/30/28
3.b.iii. Task/Activity Lead(s): QEP
3.b.iv. Output(s): <ul style="list-style-type: none"> <li>• RAM Completion Report</li> </ul>

**3.c. Cost Estimates**

Only costs to be covered by EPA grant funds and the required cost share are included within the cost estimates and within the budget table. Funding resources that will be leveraged to meet the remediation budget are discussed under Section 1.c.i. and 1.c.ii. *Resources Needed for Site Characterization and Remediation.*

**Task 1 – Cooperative Agreement Oversight**

*Contractual:* Grant management expenses of \$169,000 plus QEP expenses of \$6,000 = \$22,000.

*Travel:* A member of the project team will attend the National EPA Brownfields Conference  
 1 conference attendee: airfare/lodging/per diem = \$3,000.

**Task 2 – Community Outreach and Engagement**

*Contractual:* Grant management expenses of \$15,000 and QEP expenses of \$7,000 = \$22,000.

*Supplies:* Meeting materials (\$200 per meeting x 5 meetings = \$1,000).

**Task 3 – Site-Specific Cleanup**

*Contractual:* Grant management expenses of \$9,000 to ensure all federal cross-cutting measures are met, assistance to procure cleanup contractors, and conduct Davis Bacon wage monitoring. QEP expenses of \$25,000 to prepare technical specifications for cleanup, prepare a RAM Plan, SMP, and a Non-Traditional Asbestos Abatement Work Practice Plan.

*Construction:* Cleanup expenses of \$1,686,000: \$1,060,000 for transportation and disposal of hazardous building materials based on an estimated 14,000 square feet of flooring and roofing along with the associated deteriorated supporting members to be removed and replaced while preserving the historic exterior shell, \$363,000 for transportation and disposal of contaminated soil (14,000 sqft x 2 feet = 28,000 cuft = 1,100 cy x 1.5 tons/cy = 1,650 tons at \$220/ton – non-hazardous landfill disposal), \$33,000 for excavation and loading cost (avg \$30/cy x 1,100 cy), \$230,000 for 2-3 feet of imported clean backfill/gravel and installing a concrete slab as an effective exposure and moisture barrier and provide structural support for the new floor and roof.

**Task 4 – Oversight, Compliance Reporting**

*Contractual:* Grant management expenses of \$8,000 and QEP expenses of \$50,000 for monitoring and confirmatory sampling (\$40,000) and prepare a RAM Completion Report (\$10,000).

Budget Categories		Project Tasks (\$)				Total
		Task 1 Cooperative Agreement Oversight	Task 2 Community Involvement	Task 3 Site-Specific Cleanup	Task 4 Oversight, Compliance Reporting	
<b>Direct Costs</b>	Personnel					
	Fringe Benefits					
	Travel	\$3,000				\$3,000
	Equipment					
	Supplies		\$1,000			\$1,000
	Contractual	\$22,000	\$22,000	\$34,000	\$58,000	\$136,000
	Construction			\$1,686,000		\$1,686,000
	Other (include subawards)					
<b>Total Direct Costs</b>		\$25,000	\$23,000	\$1,720,000	\$58,000	\$1,826,000
Indirect Costs						
<b>Total Budget</b> (Total Direct Costs + Indirect Costs + Cost Share)		\$25,000	\$23,000	\$1,720,000	\$58,000	\$1,826,000

**3.d. Plan to Measure and Evaluate Environmental Progress and Results**

Greylock FLUME will procure the services of a grant manager and a QEP to form the Project Team. The Project Team will track, measure, and evaluate progress in achieving outcomes, outputs, and results. The Project Team will develop a Workplan for approval by EPA Region 1 which will outline anticipated outputs and outcomes. This information will be tracked in the quarterly and final reports. The Project Team will utilize the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to report, document, and track information and will work closely with our Project Officer to track, measure, and evaluate our progress.

**4. Programmatic Capability and Past Performance**

**4.a. Programmatic Capability**

**4.a.i.-ii Organizational Structure and Description of Key Staff**

Greylock FLUME has the programmatic and administrative capacity to successfully manage and complete the grant within the 4-year performance period. Greylock FLUME has two co-directors and a full-time project manager. The team has managed multiple grant projects in the past—including a previous EPA Brownfields Cleanup Grant—demonstrating the organization’s high degree of efficiency and effectiveness to ensure the timely and successful expenditure of funds to complete all technical, administrative, and financial requirements of the grant.

Karla Rothstein and Salvatore Perry are co-directors of *Greylock FLUME* and will directly oversee the South Wing cleanup project. Salvatore has over 25 years of experience in the design and construction industries and is the development director of *Greylock WORKS*, where he has overseen the adaptive reuse brownfield site redevelopment for the past eight years. Karla has over 30 years of experience as an architect and 25 years of experience teaching at Columbia University's Graduate School of Architecture, and is the design director of *Greylock WORKS*. Both Karla and Salvatore's complementary experiences within adaptive reuse design and development, and brownfield remediation demonstrate that *Greylock FLUME* has the expertise, qualifications, and experience to successfully administer this grant. *Greylock FLUME* has experience working with the local community to successfully assess, clean up, and reuse sites as demonstrated through the previous cleanup grant and longstanding participation in the Berkshire Regional Planning Commission's (BRPC) regional brownfields program.

4.a.iii. Acquiring Additional Resources

*Greylock FLUME* plans to solicit the services a grant manager through a competitive procurement process. *Greylock FLUME* will work with the selected grant manager to hire an experienced QEP. *Greylock FLUME* is well versed in conducting competitive bidding and securing qualified contractors, as it has done under its prior cleanup grant and BRPC's revolving loan fund.

BRPC has been a valuable resource to *Greylock FLUME* with a dedicated and experienced staff responsible for meeting the various requirements of state and federal agencies. BRPC has a strong track record with EPA Brownfields. Melissa Provencher is the brownfields specialist at BRPC and has been with the agency for over 24 years and has managed a Brownfields Area-Wide Planning Project along with numerous Brownfields Assessment, Cleanup, and Revolving Loan programs for BRPC and for numerous municipalities within BRPC's region. Based on their experience and the benefit of hiring local partners we plan to include BRPC in the invitee list for the solicitation.

**4.b. Past Performance and Accomplishments**

**4.b.i. Currently or Has Ever Received EPA Brownfields Grants**

(1) Accomplishments

The previous Cleanup Grant (BF00A00244) awarded to *Greylock FLUME* allowed for extensive site improvements to proceed without delay. Over 200 parking spaces were created, expanding the capacity of the Greylock Mill to host regional events, accommodate commercial tenants, and commence the construction of 50 apartments. The commercial viability of this project depends upon grants of this nature to rectify a legacy of contamination, the costs of which cannot be offset by conventional market revenues. There is also a critical perceptual value within the general public when city, state, and federal agencies come together to support the redevelopment of a complex site of this scale. It reinforces the credibility of the development vision and signals to a broad array of regional stakeholders that the substantial private investments being made are having positive impact. The city also benefits from a public easement to the parking areas adjacent to the Alcombright Athletic Complex.

(2) Compliance with Grant Requirements

*Greylock FLUME* complied with the workplan, schedule, and terms and conditions and successfully closed out BF00A00244. *Greylock FLUME* has an excellent track record of submitting quarterly performance and grant deliverables.

**Narrative Attachment**

**Documentation of Committed Leveraged Resources**



# BRPC

Berkshire Regional Planning Commission

MALCOLM FICK, Chair  
JOHN DUVAL, Vice-Chair  
SHEILA IRVIN, Clerk  
BUCK DONOVAN, Treasurer  
THOMAS MATUSZKO, A.I.C.P.  
Executive Director

November 10, 2023

Salvatore Perry, Co-director  
*Greylock* FLUME  
510 State Road  
North Adams, MA 01247

Dear Mr. Perry:

This letter is to affirm committed funds through the Berkshire Regional Planning Commission (BRPC) Brownfields Program to *Greylock* WORKS and *Greylock* FLUME related to environmental assessment and cleanup at 508-510 State Road, North Adams. Most recently, the Berkshire Brownfields Committee approved a \$1,000,000 loan to *Greylock* WORKS through BRPC's Revolving Loan Fund (RLF). The final paperwork for the loan closing is currently in process. The Berkshire Brownfields Committee also approved a subgrant of \$500,000 to *Greylock* FLUME.

The RLF has previously committed funds in the form of loans (\$580,000) and subgrants (\$200,000) to *Greylock* WORKS and *Greylock* FLUME to support remediation of the Greylock Mill complex at 508-510 State Road, North Adams. BRPC's Brownfields Program has also supported assessment activities at the site totaling \$32,500<sup>1</sup>.

The remediation and redevelopment of the Greylock Mill complex has been a model for Brownfields redevelopment. BRPC has been proud to play a role in the success of this project and is invested in its continued success.

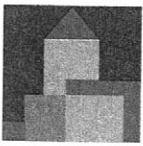
Sincerely,

*Melissa Provencher*

Melissa Provencher  
Environmental & Energy Program Manager

---

<sup>1</sup> BRPC is aware that additional assessment funds were dedicated to the Site through MassDevelopment and the City of North Adams.



# MASSDEVELOPMENT

99 High Street  
Boston, Massachusetts  
02110

March 16, 2015

Tel: 617-330-2000  
800-445-8030

Fax: 617-330-2001

www.massdevelopment.com

## BY OVERNIGHT MAIL

The Honorable Richard Alcombright  
City of North Adams  
10 Main Street  
North Adams, MA 01247

Mr. Salvatore Perry  
Latent Productions LLC  
20 Renwick Street  
New York, NY 10013

Re: Brownfields Site Assessment Recoverable Grant for the former Greylock Mill,  
506-508 State Road, North Adams, MA 01247

Dear Mayor Alcombright and Mr. Perry:

We are pleased to inform you that the application of Latent Productions LLC (“Sponsor”), supported by the City of North Adams has been approved for a Brownfields site assessment recoverable grant for up to Ninety-Four Thousand Eight Hundred Ninety-Five and 00/100 Dollars (\$94,895.00) from the Brownfields Redevelopment Fund (the “MassDevelopment Funds”) for the proposed mixed-use, commercial, retail, and entrepreneurial space with residential and hospitality components (“Project”) to be located at 506-508 State Road in North Adams, MA (the “Site”). The Site is currently owned by the James V. Cariddi Revocable Trust (the “Site Owner”).

The site assessment funds are a recoverable grant from the Brownfields Redevelopment Fund and the Sponsor will be required to enter into a Memorandum of Agreement (“MOA”) regarding use of the funds and containing the details on the conditions, processes, and timeframe for drawing down funds, the Sponsor’s reporting and other program requirements during the term of the loan.

As you are aware, the request for funding often is greater than the resources available. Because of this situation, we require that Sponsor execute the MOA by September 9, 2015.

The MOA will contain, without limitation, the following terms:

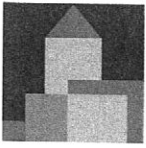
1. a site assessment recoverable grant for up to \$94,895.00 to be used only for the environmental work approved by MassDevelopment;
2. a maturity date five (5) years from the execution of the MOA;

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

JAY ASH  
Chairman

MARTY JONES  
President and CEO



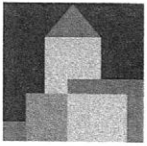
# MASSDEVELOPMENT

**City of North Adams & Latent Productions LLC**

**March 16, 2015**

Page 2 of 4

3. a requirement that upon the maturity date or, if earlier, upon the occurrence of a triggering event under the MOA, the MassDevelopment Funds must be repaid;
4. triggering events will include: (i) if the Site or any portion thereof is sold, conveyed, gifted, demised, ground leased or otherwise transferred to Latent Productions LLC or a related party, and the Site Owner, or any affiliate or related party of the Site Owner, receives funds that exceed the aggregate amount necessary for repayment of any existing monetary liens, mortgage loans and other debt on the Project including all costs incurred by the Site Owner in the acquisition, development, ownership, and sale of the Site or of the portion of the Site transferred (the "Net Proceeds"), then the Site Owner shall reimburse MassDevelopment that portion of the MassDevelopment Funds that the Net Proceeds are sufficient to cover; (ii) on the date when any Event of Default as defined in the Memorandum of Agreement occurs;
5. the recoverable grant will be unsecured;
6. The Sponsor agrees it will comply with MassDevelopment's Contractor Policy. By signing below, Sponsor agrees that for costs of the Project which are to be financed by MassDevelopment, Sponsor or its affiliates have not and will not enter into a contract with any vendor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General and the Federal Government (the "Debarment Lists"). Sponsor is required to provide the name of its general contractor or construction manager (if one is engaged) to MassDevelopment at least 10 business days prior to a disbursement. At the time of the disbursement, Sponsor must certify that it has checked the Debarment Lists and that for costs of the project financed by MassDevelopment it has not and will not contract with any general contractor, construction manager or other vendor listed on the Debarment Lists. Sponsor must also require that its general contractor or construction manager (if one is engaged) certify in the contract with applicant for MassDevelopment financed work that the general contractor or construction manager: (i) will check the Debarment Lists before directly engaging a subcontractor or other vendor; and (ii) has not and not will contract directly with a subcontractor or other vendor listed on a Debarment List. The certification in the general contractor or construction manager contract shall further provide that general contractor or construction manager understands and acknowledges that noncompliance may result in debarment from future MassDevelopment funded projects for a period of one year from the date of written notification of noncompliance. If



# MASSDEVELOPMENT

**City of North Adams & Latent Productions LLC**

**March 16, 2015**

Page 3 of 4

Sponsor cannot make the above certifications at the time of disbursement, MassDevelopment reserves the right not to proceed with the Sponsor's disbursement. MassDevelopment will not advance any proceeds against requisitions for payment of vendors that MassDevelopment learns were debarred or suspended at the time the relevant contract was created. The Commonwealth's Executive Office of Administration and Finance has a webpage with a link to the above named lists, <http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/vendor-debarment.html>;

7. other standard terms and conditions for Memoranda of Agreement for site assessment recoverable grants under the Brownfields Redevelopment Fund Program.

The following are preconditions to the execution of the MOA:

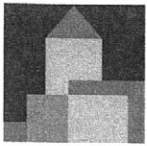
1. Sponsor must provide if Sponsor owns the Site, a copy of the deed showing Sponsor's title to the Site, or if Sponsor does not own the Site, a copy of the access agreement between Sponsor and the owner of the Site, permitting access to the Site by Sponsor and the LSP for the duration of the site assessment work;
2. the proposals of TRC and O'Reilly, Talbot & Okun (the "LSPs"), dated February 2<sup>nd</sup> and February 4<sup>th</sup>, 2015 or subsequent consistent versions thereof (the "LSP Proposals"), for the site assessment work must be accepted by countersignature of Sponsor;

Until the MOA is executed, no MassDevelopment Funds will be disbursed. MassDevelopment Funds cannot be used for any site assessment work undertaken prior to the date of approval unless such work is approved in the MOA by MassDevelopment.

This Award Letter sets out the general terms of the recoverable grant. In the case of inconsistencies between this Award Letter and the MOA (if any), the terms of the MOA shall govern.

Sean Calnan, Vice President of Community Development, your primary contact with the Agency, will be in touch with you to discuss the MOA as well as any other questions or concerns you may have.





# MASSDEVELOPMENT

City of North Adams & Latent Productions LLC

March 16, 2015

Page 4 of 4

MassDevelopment's primary mission is to help build the communities of the Commonwealth by stimulating economic development. We look forward to working with you to make your project a reality for the benefit of North Adams and all of the people of Massachusetts.

Massachusetts Development Finance Agency

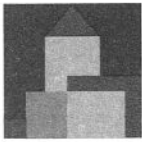
By: Laura L. Canter  
Laura L. Canter  
Executive Vice President, Finance Programs

Accepted by:

Latent Productions LLC

By: SMP  
Name: SAVADRE TERRY  
Title: MEMBER

Date: 03/17/15



# MASSDEVELOPMENT

99 High Street  
Boston, Massachusetts  
02110

June 9, 2015

Tel: 617-330-2000  
800-445-8030  
Fax: 617-330-2001

Mr. Salvatore Perry  
Latent Productions LLC  
20 Renwick Street  
New York, New York 10013

www.massdevelopment.com

**Re: Predevelopment Loan – Former Greylock Mill, North Adams**

Dear Mr. Perry:

I am pleased to inform you that the application submitted by Latent Productions LLC for predevelopment financing of \$100,000 from MassDevelopment has been approved for the redevelopment and rehabilitation of the former Greylock Mill in North Adams into a mixed-use development comprised of production space, event space, eating and drinking establishments, a hotel, and residential condominiums (the "Project") subject to the necessary documents being executed and the following terms and conditions:

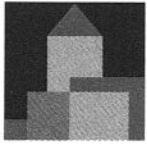
- Borrower(s):** Latent Productions LLC ("Borrower");
- Loan Amount:** \$100,000;
- Purpose:** To fund architectural and engineering and other eligible soft costs associated with the renovation and rehabilitation of the former Greylock Mill at 506-508 State Road in North Adams (the "Site");
- Payment Due Date:** The earlier of: the Maturity Date to be set forth in the Promissory Note, which will have a 5-year term; or the occurrence of a "Triggering Event" including but not limited to: the transfer of Borrower's interest in the Site; the completion of the redevelopment of the Site for Phase 1 (development of production and/or restaurant space within the Weave Shed) of the Project as evidenced by a Certificate of Occupancy; commencement of development of the Site for a use other than the Project; the Project as proposed is abandoned; and/or receipt of permanent financing for the Project; or the occurrence of an Event of Default. Specific Triggering Events and Events of Default shall be defined within the Memorandum of Agreement;
- Interest Rate:** 5% (deferred and accrued, but not compounded);
- Repayment:** On the Payment Due Date, the Borrower shall reimburse MassDevelopment the full amount of MassDevelopment funds advanced hereunder and all interest accrued thereon;
- Application fee:** \$250, which is not refundable, and has already been received;

CHARLES D. BAKER  
Governor

KARIN E. POLITO  
Lieutenant Governor

JAY ASH  
Chairman

MARTY JONES  
President and CEO



# MASSDEVELOPMENT

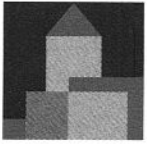
- Guarantor(s):** Salvatore Perry, 444 12<sup>th</sup> Street, Brooklyn, NY 11215;
- Invoices:** Borrower must provide MassDevelopment with paid invoices, including copies of the front and back of cancelled checks, or evidence of wire transfers, and any other documentation that MassDevelopment may require, before any proceeds of the Loan will be advanced. Advances from MassDevelopment will represent a 50% reimbursement of the approved paid invoices to satisfy the matching funds requirement of MassDevelopment's Predevelopment Loan product;
- Required Reporting:** During the Loan Term, Borrower must provide semi-annual reports, commencing 6 months from the date of the Promissory Note and Memorandum of Agreement, and then every 6 months thereafter of the status of the Project and whether a Triggering Event has or is likely to occur.

**Further Conditions:** MassDevelopment reserves the right to cancel this commitment, if in its judgment: (a) any change occurs prior to closing of this loan in the Borrower's financial condition or credit standing that may affect its ability to repay the indebtedness; (b) Borrower shall fail to comply with any term, condition or requirement hereunder; or (c) any representation, statement, certificate, or information made or furnished in connection with this commitment and the Loan transaction was false or misleading in any material respect when made or furnished.

Sponsor agrees it will comply with MassDevelopment's Contractor Policy. Sponsor agrees that for costs to be financed with Predevelopment Loan proceeds, Sponsor or its affiliates will not knowingly (i) solicit or consider bids, contract or negotiate with any vendor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, or the Federal government (the "Debarment lists") or (ii) approve a sub-contract with any vendor listed as debarred or suspended on the Debarment lists.

The Sponsor also agrees that for any costs financed with Predevelopment Loan proceeds, contracts for such work will include a specific requirement that the vendor will not knowingly (i) solicit or consider bids, sub-contract or negotiate with any other vendor listed as debarred or suspended on the debarment lists (ii) approve a sub-contract with a vendor listed as debarred or suspended on the debarment lists. If MassDevelopment learns that these requirements have not been met before closing, it reserves the right to terminate this commitment. After the Closing, MassDevelopment will not advance Predevelopment Loan proceeds against requisitions for payment of vendors that MassDevelopment learns were debarred or suspended at the time the relevant contract was created. The Commonwealth's Executive Office of Administration and Finance has a webpage with a link to the above named lists, <http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/vendor-debarment.html>;

The parties agree that this commitment supersedes all prior and contemporaneous agreements, writings, and discussions between the parties concerning this Loan transaction and that all of the foregoing is merged herein.



# MASSDEVELOPMENT

Amendments of this commitment must be in writing and executed by the parties hereto. This commitment letter contains the key terms of the transaction, but the final loan documents may contain other terms, covenants, and provisions that are typically contained in loan transactions of this type.

This commitment may not be assigned or otherwise transferred by Borrower. \*

Please acknowledge your acceptance of these terms and conditions by signing below and returning this letter to **Sean Calnan, MassDevelopment, 1350 Main Street, Suite 1110 Springfield, MA 01103**, by **September 1, 2015**. This commitment, if not timely accepted, is void after such date. This commitment, if timely accepted, will be valid for sixty (60) days from the date of acceptance during which time you must enter into a Promissory Note and Memorandum of Agreement, which will be forwarded to you under separate cover.

Thank you and we look forward to doing business with you.

Sincerely,

Laura Canter  
Executive Vice President, Finance Programs

ACCEPTED BY:  
Latent Productions LLC

By: 

Name: Salvatore Ferry  
Title: Principal  
Date: 6/16/15

\* Except to Greylock Works, LLC, an affiliated company of Latent Productions, formed for the purpose of owning and developing Greylock Mill in North Adams.

**COMMONWEALTH SITE READINESS PROGRAM  
TECHNICAL ASSISTANCE TO PRIVATE RECIPIENT  
RECOVERABLE GRANT AGREEMENT**

This Memorandum of Agreement (the "Agreement") dated this \_\_\_\_ day of June, 2017 (the "Effective Date"), between MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 ("MassDevelopment"), and Greylock Works, LLC, a Massachusetts limited liability company having its principal place of business at 20 Renwick Street, New York, New York 10013 (the "Recipient").

RECITALS

WHEREAS, the Site Readiness Program ("the Program") was created pursuant to *An Act Relative to Job Creation and Workforce Development*, 2016 Mass. Acts c. 219, § 2A (the "Enabling Legislation") to fund site assembly, site assessment, predevelopment permitting and other predevelopment marketing activities that enhance a site's readiness for commercial, industrial or mixed use development;

WHEREAS, at MassDevelopment's January 12, 2017 Board of Directors meeting, the Board voted to approve guidelines for the Program and to authorize Agency staff to solicit applications for grants for the Program;

WHEREAS, the Recipient desires to improve site readiness at Parcel A-1 of 508 State Road, North Adams, Massachusetts (the "Site") as shown on the Plan of Land Prepared for Greylock Works, LLC by Foresight Land Services dated March 4, 2016;

WHEREAS, this Agreement is entered into for the public purpose, consistent with the Enabling Legislation and the Program's guidelines, of assisting the Recipient in efforts of Recipient that MassDevelopment involvement will advance to improve site readiness at the Site (the "Project");

WHEREAS, the Recipient and MassDevelopment agree that Next Street Financial, LLC (d/b/a Next Street) and other pre-approved subcontractors (collectively, the "Consultant Team") will provide certain services in connection with the Project as further described in **Exhibit A** attached hereto and made part hereof (the "Services"); and

WHEREAS, the Recipient and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both parties.

TERMS

NOW, THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. MassDevelopment's Obligations.

(a) MassDevelopment, in collaboration with the Recipient, shall retain, manage, and oversee the performance by the Consultant Team of the Services, and MassDevelopment shall provide staff time reasonably necessary in connection therewith (the "MassDevelopment Services").

(b) MassDevelopment, in collaboration with the Recipient, shall cause the Consultant Team to perform the Services in a professional, competent, and timely manner.

(c) MassDevelopment shall attend any necessary meetings or Site visits with the Recipient and the Consultant Team.

(d) MassDevelopment shall allocate and expend up to \$95,000 in the delivery of the Services, exclusive of the expenses and costs of its staff time (the "MassDevelopment Funds"). The amount of the MassDevelopment Funds actually disbursed that have not already been repaid to MassDevelopment are referred to as the "Disbursed Funds".

2. Recipient's Obligations.

(a) The Recipient shall provide all reasonable cooperation, access, consents, data, and such other assistance as may be necessary to facilitate the diligent performance of the Services and MassDevelopment's oversight of the Consultant Team.

(b) As necessary, the Recipient shall promptly review and comment upon the Consultant Team's work product.

(c) The Recipient shall provide MassDevelopment and the Consultant Team with a single point of contact (the "Point Person", identified below) who shall be responsible for: (i) providing any and all assistance as may be reasonably required; (ii) providing access to the Site; (iii) providing plans, maps, by-laws, rules, regulations, votes, data and other documentation regardless of form, and any other information reasonably requested; (iv) attendance at and facilitation and sponsorship of meetings, hearings, etc., as may be reasonably requested, including, without limitation, any necessary advertising and coordinating; (v) working with and seeking the cooperation of private property owners; (vi) working with third-party consultants or other parties providing services pursuant to this Agreement; and (vii) providing prompt review and comment on any deliverables, as may be necessary. The Point Person for the Recipient shall be: Salvatore Perry, Manager. Notwithstanding the above, those records which are voluminous may be made available to the Consultant Team in the Recipient's office(s) during normal business hours.

(d) The Recipient shall reimburse MassDevelopment for the Disbursed Funds as follows:

- (i) If the Site or any portion thereof is sold, conveyed, gifted, demised, ground leased, otherwise transferred, or refinanced, and as a result, Recipient, or any

affiliate, receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Site and all of the costs incurred by them in the acquisition, development, ownership, and sale of the Site or of the portion of the Site transferred (the "Net Proceeds"), then Recipient shall reimburse MassDevelopment the full amount of the Net Proceeds, in an amount up to the Disbursed Funds. This Section 2(d)(i) shall only apply from the Effective Date established above through 11:59 P.M. on the date 30 years thereafter, but shall survive the earlier expiration or termination of this Agreement.

- (ii) If the transactions described in Section 2(d)(i) are insufficient to repay the Disbursed Funds, and the Recipient no longer owns or otherwise controls the Property, then this paragraph shall apply. In no circumstance shall this paragraph apply if Recipient still owns or otherwise controls the Property. If the Disbursed Funds are not repaid by the expiration period set forth in Section 2(d)(i), then Salvatore Perry, individually, shall repay all Disbursed Funds immediately as set forth in that certain Guaranty (the "Guaranty") of even date. This Section 2(d)(ii) shall survive the expiration or termination of this Agreement.

(e) The Recipient hereby promises to repay the Disbursed Funds in accordance with the foregoing terms and conditions. Recipient further agrees to execute and enter into any and all documents that reaffirm the terms and conditions of this section, as reasonably requested by MassDevelopment, and as relates to the Disbursed Funds and any accrued interest thereon and Recipient's obligations hereunder. Attached hereto as **Exhibit B** is a copy of the letter of support from the Mayor of the City of North Adams articulating the Project's public purpose or benefit.

(f) The Recipient shall meet with MassDevelopment staff and/or its consultants on, at least, a monthly basis, during the period when the Services are being performed or as MassDevelopment reasonably requests thereafter. The Recipient's Project Manager (as identified in Section 4) shall assist MassDevelopment and its consultants in accessing the assistance of other municipal agencies or staff, as necessary. The Recipient shall work diligently with MassDevelopment in coordinating and resolving any issues that may arise in connection with the Project.

(g) For five years from the Effective Date, the Recipient shall provide biannual update reports to MassDevelopment that include Project goals, updates, timelines, and Net Proceeds; the biannual reports are due on or before thirty (30) days from June 1 and December 31 of each calendar year. After the expiration of five years from the Effective Date, the Recipient shall provide annual reports, with the same information referenced above, to MassDevelopment, within thirty (30) days of December 31 each year, until the earlier of: (i) the date MassDevelopment has been fully reimbursed for the Disbursed Funds or (ii) the date the Agreement has expired.

3. Contracts with Third Parties. In retaining, managing, and overseeing the performance by the Consultant Team of the Services, MassDevelopment, with the prior consent of the Recipient,

rules, or regulations, for goods and services, permitting services, urban design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services.

4. Project Personnel. Both MassDevelopment and the Recipient have designated the following persons to serve as Project Manager to support effective communication between MassDevelopment and the Recipient and to report on the Project's progress:

For MassDevelopment:

Name: Beth Murphy  
Telephone: 413-731-8848 x.1380  
Email:

bmurphy@massdevelopment.com

For Recipient:

Name: Salvatore Perry  
Telephone: 646-336-6950  
Email: sal@latentnyc.com

5. Ownership and Use of Materials. All materials produced by MassDevelopment, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets, and articles, shall be the property of MassDevelopment, and shall appropriately designate MassDevelopment as the owner. MassDevelopment shall make these materials available to the Recipient for economic development purposes.

6. Term. The term of this Agreement shall commence upon the Effective Date established above and shall expire at 11:59 P.M. on the date 30 years thereafter.

7. Survival. The provisions of this Agreement, which expressly or by their nature survive expiration or termination of this Agreement will remain in effect after the termination of this Agreement.

8. Compliance with Laws. In connection with this Agreement, MassDevelopment shall, and shall require all of its employees, contractors, and agents to, comply with all federal, state, and local laws, regulations, rules, ordinances, and orders of any kind which are applicable to MassDevelopment's performance of the Services.

9. MassDevelopment Liability.

- (a) In no event shall MassDevelopment be held liable with respect to:
- (i) any contract entered into with a third party by the Recipient relating to the subject matter of this Agreement or otherwise;
  - (ii) any recommendations, proposals, suggestions, comments, or actions taken or omitted in connection with this Agreement, unless MassDevelopment is grossly negligent; or
  - (iii) any work performed by any contractor as part of the Services provided under this Agreement.



(b) MassDevelopment shall have no obligation to perform, or have performed, any work described in the Services with internal staff resources, nor shall MassDevelopment be obliged to incur any costs if the Recipient shall unreasonably fail to provide MassDevelopment with material information necessary to deliver the work described in the Services.

(c) MassDevelopment shall have no obligation to perform, or have performed, any particular work described in the Services if it determines, in its sole discretion, that doing so is beyond the scope of this Agreement or is otherwise unadvisable or impractical.

10. Assignability. The parties agree not to assign any rights or interests arising under this Agreement, or make any person a third-party beneficiary of this Agreement, without obtaining, on each occasion, the prior consent of the other party, which consent may be withheld for any reason or for no reason, in such party's sole and absolute discretion.

11. Nature of Relationship; Independent Contractor.

(a) The parties acknowledge that MassDevelopment is providing services solely for public purposes as set forth herein and that no agency, partnership, joint venture or other ownership relationship is intended to be or is created by this Agreement, and, except as is expressly set forth herein, MassDevelopment shall act as an independent contractor pursuant to this Agreement.

(b) MassDevelopment's participation in this Agreement in no way obligates any further action or financial assistance by MassDevelopment with respect to the Project or the Recipient.

(c) MassDevelopment understands that it has no authority to make or imply any commitments which are binding upon the Recipient.

(d) The parties understand and agree that the ultimate feasibility or economic viability of the Project, or any other project arising out of this Agreement is not being guaranteed or assured by MassDevelopment or the Recipient. Notwithstanding the foregoing, the parties acknowledge they have a special relationship with a duty of loyalty and a duty to act in good faith toward each other.

12. Notices. All notices shall be in writing and shall be deemed given when delivered by hand or when deposited in the United States Postal Service via certified or registered first class mail, return receipt requested, or via overnight delivery with confirmation of process and shall be addressed as follows:

To MassDevelopment: MassDevelopment  
99 High St, 11<sup>th</sup> Floor  
Boston, Massachusetts 02110  
Attention: Ed Starzec

With a copy to: MassDevelopment  
99 High St, 11<sup>th</sup> Floor  
Boston, MA 02110  
Attention: General Counsel

To the Recipient: Greylock Works, LLC  
c/o Latent Productions  
20 Renwick Street  
New York, NY 10013  
Attention: Salvatore Perry

Either party may change any of its notification information for the purpose of this section by giving the other party prior notice thereof in accordance herewith.

13. Termination.

a. This Agreement may be terminated:

- i. At any time, upon the mutual written agreement of MassDevelopment and the Recipient;
- ii. At the option of MassDevelopment, for any reason or no reason, upon no less than 60-days' written notice to the Recipient; or
- iii. By either MassDevelopment or the Recipient, upon the other party's failure to perform or observe any of its obligations under this Agreement (a "Default"), after a period of 30 days or the additional time, if any, that is reasonably necessary to promptly and diligently cure such failure, after such defaulting party receives notice from the non-Defaulting party setting forth in reasonable detail the nature and extent of the failure and identifying the applicable provisions of this Agreement.

b. Upon notice of a Default under this Agreement, the non-defaulting party shall have no further obligation to the defaulting party under this Agreement until and unless the default is cured.

c. Upon an event of Default under this Agreement beyond any applicable grace period, this Agreement shall be terminated. In the event of such termination, MassDevelopment shall pay the Consultant Team for any unpaid amounts of their respective pro rata shares.

14. Publicity. Each of the parties agree not to make, issue, or cause to be made, press

releases or other publicity concerning this Agreement or the Project, without the prior consent of the other parties.

15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment or the Recipient or on the part of any of its/their employees, agents, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this Agreement; this exculpation of personal liability is to be absolute and without exception.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict-of-law rules.

17. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by MassDevelopment and the Recipient.

18. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the parties hereto any rights, remedies, privileges, benefits, or causes of action to any extent whatsoever.

19. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery, and performance of this Agreement, and this Agreement constitutes the legal, valid, and binding obligation of such party enforceable in accordance with its terms.

20. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

21. Counterparts: Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Assignment. Any party delivering an executed counterpart of this Agreement by electronic means also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

22. Dispute Resolution. The parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Manager

of the Recipient and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the parties cannot resolve a dispute by such informal negotiations, the parties agree to submit the dispute to mediation. Within 45 days following the date on which the dispute was first identified, the parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the parties fail to agree upon a mediator, the parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed 30 days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$5,000, or (ii) the period for mediation exceeds the 30-day period specified above, then either party shall have the option to withdraw from all mediation proceedings without penalty, and the parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the parties' dispute is such that one or both parties are likely to suffer irreparable harm, such party or parties may seek immediate judicial relief without resorting to the mediation process described above.

*[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.  
THE NEXT PAGE IS THE SIGNATURE PAGE.]*

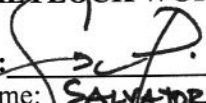
EXECUTED as a sealed instrument as of the Effective Date.

**MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY**

\_\_\_\_\_  
Approved as to Form  
Agency Counsel

By: \_\_\_\_\_  
Name:  
Title:

**GREYLOCK WORKS, LLC**

By:   
Name: SALVATORE PERRY  
Its: MANAGER

**SubGrantee Agreement  
By and Between the  
City of North Adams  
and the  
Greylock Works, LLC**

The Commonwealth of Massachusetts (herein known as the State of MA), through its Executive Office of Housing & Economic Development from its *FY'16 MassWorks Infrastructure Program* (MassWorks), is distributing funds to municipalities and units of general local government within the State of MA for various program related projects funded in whole or in part from the MassWorks' program. This grant, which is the subject of an award to the City of North Adams, MA from MassWorks, as authorized by the aforesaid MassWorks and its grant award letter to the City of North Adams dated 10/31/16, shall be utilized for the purposes as set forth below.

The City of North Adams has agreed to perform the activities described in its FY'16 grant proposal to MassWorks as approved, one of those activities being the administration and oversight of the *Greylock Mill & Community Infrastructure Improvements*.

This SubGrantee Agreement is entered into by and between the City of North Adams, MA, through its Office of Community Development with its principal place of business address located at City Hall - 10 Main Street, North Adams, MA 01247 herein referred to as the "City" and the Greylock Works, LLC, herein referred to as "SubGrantee," a for-profit entity as recognized under New York General Laws, and being located at 20 Renwick Street Storefront, New York, NY 10013, who will implement all aspects of the *Greylock Mill & Community Infrastructure Improvements* project as operated at its facility located at 508 State Road, North Adams, MA 01247, with said project highlighting the complete refurbishment to several areas of the facility's exterior parking lots, associated tree installations and all appurtenant work thereto, as approved by the aforesaid MassWorks' grant program.

The City and the SubGrantee understand and agree that the Commonwealth of Massachusetts Office of the Comptroller STANDARD TERMS AND CONDITIONS incorporated by reference herein shall govern this SubGrantee Agreement.

The City's maximum obligation under this SubGrantee Agreement shall not exceed \$2,176,341.00 (Two million one hundred seventy six thousand three hundred forty one & 00/00 dollars).

The period of performance of services under this SubGrantee Agreement shall begin on June 5, 2017 subject to the provisions of Section 27 herein. This SubGrantee Agreement shall terminate no later than June 15, 2018, unless an extension is mutually agreed to in writing by authorized representatives of both the City and the SubGrantee, subject to the terms and conditions of this SubGrantee Agreement and all other regulations and requirements by law.

**Threshold Criteria Responses and Attachments**

## **Threshold Criteria for Cleanup Grants**

### **1. Applicant Eligibility**

*Greylock FLUME* is a nonprofit organization. Documentation demonstrating tax-exempt status under section 501(c)(3) of the Internal Revenue Code has been provided as an attachment to the Narrative.

### **2. Previously Awarded Cleanup Grants**

*Greylock FLUME* has previously received an EPA Cleanup Grant for a different site. The proposed site has not received funding from a previously awarded EPA Brownfields Cleanup Grant.

### **3. Expenditure of Existing Multipurpose Grant Funds**

*Greylock FLUME* does not have an open EPA Brownfields Multipurpose Grant.

### **4. Site Ownership**

*Greylock FLUME* owns fee simple title to the property located at 510 State Road, North Adams, MA (“Site”).

### **5. Basic Site Information**

- (a) The name of the Site is “*Greylock FLUME* South Wing”
- (b) The address of the Site is 510 State Road, North Adams, MA 01247
- (c) *Greylock FLUME* Inc. is the owner.

### **6. Status and History of Contamination at the Site**

- (a) The Site is contaminated by hazardous substances and petroleum.
- (b) Aluminum anodizing operations occurred at the Site since 1946 and continued through 2004. The Site is currently vacant.
- (c) The environmental concerns include sulfuric acids, phosphoric acid, sodium hydroxide, nitric acid, nickel (and potentially other metals), lead paint, and PCBs and asbestos in building materials.
- (d) The Site is associated with a former textile mill (*Greylock Mill*). Evidence of ten above ground storage tanks associated with aluminum anodizing operations have been observed. The facility also stored former dip tanks (historical count of 30 tanks) and drums, with hazardous waste accumulated in designated areas. The South Wing was constructed in the 1950s as an addition to the original mill. At that time, the use of asbestos, lead paint, and PCBs in building materials was prevalent. While the dip tanks have been removed and asbestos within portions of the roof have previously been abated and/or encapsulated, much of the roof structure which still contains asbestos is in dire disrepair and poses significant safety concerns.

### **7. Brownfields Site Definition**

- (a) The Site is not listed or proposed for listing on the National Priorities List.



- (b) The Site is not subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA.
- (c) The Site is not subject to the jurisdiction, custody, or control of the United States Government.

**8. Environmental Assessment Required for Cleanup Proposals**

Numerous site investigation reports have been prepared for the Site which meet or exceed the requirements of a Phase II environmental site assessment report including the following: a Phase I – Initial Site Investigation (October 2002), a Phase II – Comprehensive Site Assessment and Phase III – Evaluation of Remedial Action Alternatives (November 2005), a Revised Phase III – Evaluation of Remedial Action Alternatives and Phase IV – Remedy Implementation Plan (October 2008), Modified Phase IV – Remedy Implementation Plans (November 2009 and August 2010), a Phase IV – As-Built Construction/Final Inspection/Completion Statement report (September 2010), various Immediate Response Action Status Reports and Phase V – Operation, Maintenance and Monitoring Reports (2006 through 2012), Release Abatement Measure (RAM) Plans, Status, and Completion Reports (2015 through 2022), a Temporary Solution Statement (TSS) in 2019, and a Hazardous Building Materials Survey Report in October 2022.

**9. Site Characterization**

A current letter from the appropriate State or Tribal Environmental Authority is attached.

**10. Enforcement or Other Actions**

There are no known ongoing or anticipated environmental enforcement or other actions related to the site for which brownfields funding is sought.

**11. Sites Requiring a Property-Specific Determination**

The Site does not require a property-specific determination to be eligible for federal funding.

**12. Threshold Criteria Related to CERCLA/Petroleum Liability**

**12.a.iii.(1) Bona Fide Prospective Purchaser Liability Protection**

(a) Information on the Property Acquisition

- (i) The South Wing has been donated to *Greylock Flume Inc.* by *Greylock WORKS West LLC*.
- (ii) The property was acquired on November 10, 2023.
- (iii) The nature of ownership is sole ownership fee simple title.
- (iv) The property was acquired from *Greylock WORKS West LLC*
- (v) *Greylock WORKS West LLC* and *Greylock FLUME Inc.* are independent entities managed by the same principals.

(b) Pre-Purchase Inquiry

- (i) *Greylock FLUME Inc.* and *Greylock WORKS West LLC* performed an ASTM E1527-21 Phase I for Site in a Phase I report dated November 1, 2023.
- (ii) The ASTM E1527-21 Phase I was performed by Nicole Hudson and Tom Biolsi of *Roux Associates, Inc.* Both Ms. Hudson and Mr. Biolsi meet the definition of an

Environmental Professional as defined in §312.10 of 40 CFR 312 with 14 years and 26 years of environmental consulting experience, respectively.

(iii) The ASTM E1527-21 Phase I was conducted within 180 days prior to acquisition of the property.

(c) Timing and/or Contribution Toward Hazardous Substances Disposal

All disposal of hazardous substances at the site occurred before *Greylock FLUME Inc.* acquired the property and *Greylock FLUME Inc.* did not cause or contribute to any release of hazardous substances at the site. *Greylock FLUME Inc.* has not, at any time, arranged for the disposal of hazardous substances at the site or transported hazardous substances to the site.

(d) Post-Acquisition Uses

The building has been vacant for at least 8 years, and remains vacant.

(e) Continuing Obligations Describe in detail the reasonable steps you took with respect to hazardous substances found at the site to:

- (i) There were no continuing releases at the Site to stop and *Greylock FLUME Inc.* is complying with applicable MassDEP and city requirements;
- (ii) Unauthorized access to the Site is controlled via locked doors and boarded up broken windows and security cameras to prevent any threatened future release; and
- (iii) Unauthorized access to the Site is controlled via locked doors and boarded up broken windows and security cameras to prevent or limit exposure to any previously released hazardous substance.

*Greylock FLUME Inc.* is committed to:

- (i) complying with any land use restrictions and to not impede the effectiveness or integrity of any institutional controls;
- (ii) assisting and cooperating with those performing the cleanup and providing access to the property;
- (iii) complying with all information requests and administrative subpoenas that have or may be issued in connection with the property; and
- (iv) providing all legally required notices.

**13. Cleanup Authority and Oversight Structure**

- (a) The Site is currently enrolled in the Massachusetts Contingency Plan (“MCP”) and will be cleaned up in accordance with the requirements of the MCP. The MCP is the Commonwealth’s cleanup program created under Massachusetts General Law Chapter 21E. Mass DEP oversees the MCP and will provide technical assistance, oversight and review of all cleanup activities at the Site. Release Tracking Number 1-13902 is associated with the site.
- (b) Access to adjacent or neighboring properties is not anticipated, but if access is needed, the adjacent/neighboring properties are owned by an affiliate of the applicant and therefore, accessing to these properties is already granted.

#### **14. Community Notification**

##### **(a) Draft Analysis of Brownfield Cleanup Alternatives**

The applicant allowed the community an opportunity to comment on the draft proposal, including an attached draft Analysis of Brownfield Cleanup Alternatives (ABCA). The draft ABCA(s) briefly summarized information about:

- the site and contamination issues, cleanup standards, and applicable laws;
- the cleanup alternatives considered (for each alternative and the alternative chosen include information on the effectiveness, the ability of the grantee to implement, the resilience to address potential adverse impacts caused by extreme weather events, the cost, and an analysis of the reasonableness); and
- the proposed cleanup.

##### **(b) Community Notification Ad**

*Greylock FLUME* provided the community, including those within the Target Area, with notice of its intent to apply for an EPA Cleanup Grant on October 26, 2023. The notice indicated that *Greylock FLUME* is seeking public comment on the draft proposal and draft ABCA and that copies of the draft proposal and draft ABCA are available at the green podium in the West Studios at *Greylock WORKS* and online at [www.berkshireplanning.org](http://www.berkshireplanning.org). The advertisement also announced that a public meeting would be held on November 9, 2023 at 2:00PM, during which public comments will be accepted. The public were able to submit comments in person and via email.

##### **(c) Public Meeting**

On November 9, 2023 at 2:00PM, *Greylock FLUME* a public meeting was held to accept comments on the draft proposal and draft ABCA. Representatives of *Greylock FLUME* were present to provide detailed information and answer questions. Three business owners, and one North Adams resident were present. No comments were received at the meeting and therefore no comments needed to be addressed. Attendees had no objections to the grant application being submitted on behalf of *Greylock FLUME*.

##### **(d) Submission of Community Notification Documents**

A copy of the draft ABCA, the public notice and solicitation for comments on the proposal, and a Summary of the Community Meeting held on November 9, 2023 are attached.

#### **15. Contractors and Named Subrecipients**

Not applicable



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey  
Governor

Kimberley Driscoll  
Lieutenant Governor

Rebecca L. Tepper  
Secretary

Bonnie Heiple  
Commissioner

November 3, 2023

*Via Email*

Sal Perry, Manager  
Greylock Flume, Inc.  
508 State Road  
North Adams, MA 01247

**RE: STATE LETTER OF ACKNOWLEDGMENT**  
Greylock Flume – Brownfields Cleanup Grant  
506 State Road, North Adams [RTN 1-13902]

Dear Mr. Perry:

I am writing to support the application submitted by Greylock Flume, Inc. under the Fiscal Year 2024 U.S. Environmental Protection Agency (EPA) Brownfield Cleanup Grant Program. We understand that Greylock Flume, Inc., is proposing to undertake cleanup activities at the subject property, which is a portion of the Greylock WORKS complex. Cleanup activities are proposed to include abatement and remediation of hazardous building materials and cleanup of contaminated soil caused by historic manufacturing at the property.

Based on information provided by the Berkshire Regional Planning Commission, on your behalf, the property is enrolled in the Massachusetts voluntary cleanup program and the level of assessment conducted to date is sufficient to design and initiate the proposed cleanup activities.

In Massachusetts, state and federal agencies have developed strong partnerships and work together to ensure that parties undertaking Brownfield projects have access to available resources and incentives. The Massachusetts Department of Environmental Protection (MassDEP), through our regional offices, provides technical support to Brownfield project proponents when regulatory issues arise. If this proposal is selected, MassDEP will work with our state and federal partners to support your efforts to help make this project a success.

We greatly appreciate EPA's continued support of Brownfield efforts in Massachusetts.

Sincerely,

David Foss, CPG, LSP

Statewide Brownfields Coordinator, Bureau of Waste Site Cleanup

cc: Dorrie Paar, US EPA  
Melissa Provencher, BRPC Environment & Energy Program Manager, Brownfields Specialist  
Caprice Shaw, MassDEP Western Regional Office