

**SELECTMEN'S MEETING MINUTES  
UPSTAIRS MEETING ROOM  
1 AVENUE A, TURNERS FALLS, MA  
MONDAY, DECEMBER 3, 2012**

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*Meeting was opened at 7:00 PM in the Upstairs Meeting Room. Present were Selectpersons, Mark Fairbrother, Chris Boutwell, Patricia Allen; Town Administrator, Frank Abbondanzio; Administrative Secretary, Wendy Bogusz; Chris Curtis, Recorder,*

**Meeting being taped**

**Approve minutes of October 31 and November 5, 2012**

*Fairbrother makes the motion to approve the minutes of October 31, 2012. Seconded by Boutwell approved. Fairbrother – Aye, Boutwell – Aye, Allen - Abstain*

*Fairbrother makes the motion to approve the minutes of November 5, 2012. Seconded by Boutwell approved. Fairbrother – Aye, Boutwell – Aye, Allen - Abstain*

Minutes of November 19 and 26, 2012 not available

Congratulations to Turners Falls Football team for a great season

**Liquor License Hearing, votes may be taken**

**Sahirat, LLC d/b/a Carroll's Market, Vidyaben G. Patel, Transfer of shares of the Convenience Store Wine and Malt Liquor License, 33 East Main Street, Millers Falls**

Boutwell recuses himself

*Allen makes the motion that Mark Fairbrother be the temporary Chair. Seconded by Boutwell, approved. Allen – Aye, Boutwell – Aye, Fairbrother - Abstain*

*Allen makes the motion to endorse and send on to ABCC the request for monetary transmittal of the license for Sahirat, LLC d/b/a Carroll's Market, 33 East MAIN Street, Millers Falls, MA understanding that Vidyaben G. Patel now has 100% of the shares. Seconded by Fairbrother, approved unanimously. Allen – Aye, Fairbrother – Aye*

**Robin Sherman, Revisit Draft Agreement for the Housing Rehabilitation Revolving Loan Fund**

Sherman: Both Donna McNichol and Kopelman & Paige have reviewed the agreement for the respective towns they represent. I have added both of the changes that Kopelman & Paige have requested, they were both very minor. Originally it was an agreement that went for 12 months and automatically renewed indefinitely, the attorneys pointed out the Towns can't sign agreements that renew indefinitely, so the changes made to have this renew every year for a 10 year period and there after the parties would agree to negotiate. It does not bind the town for 10 years, you could terminate or renegotiate at any point in time, for both of us it just avoids the necessity of having to come back and look at it every year if everything is going fine. The options here are the same; Montague did get a grant for housing rehabilitation in 2011 and 2012. The 2011 funds have all been committed, in 2012 the Town received \$155,529 for loans to be made in the 2012 program year, we are processing applications from 5 households for this funding. We estimate the total need for these households is going to exceed the amount of money available in the 2012 grant. On top of those 5 households we think will be funded with the 2012 money, there are an addition 21 households in Montague on the waiting list for housing rehabilitation funds. It is difficult to know what each of those households need until we go out and do inspections which we won't do unless we have the funding, but we're estimating a need of \$485,000. Currently there is approximately \$35,000 available in the Montague Housing Rehabilitation Revolving Loan fund. It looks like the unmet need for Montague residents at this point in time is \$450,000. With that information in mind, I would really encourage you to continue to put at least some of the program income money that comes back into that housing rehabilitation revolving loan fund for the benefits of households in Montague that need the funds. Grants are getting more competitive; and we have no idea what is going to happen with CDBG in the next budget year.

Boutwell asks about needing Town Meeting approval. Sherman states that she didn't think so because Colrain asked the same question and was told it was not necessary.

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Sherman: One way to do this is to put half going into housing rehab fund and ½ back to the Town. We talked a little about loan forgiveness, but we just received the first request. This is a case of extreme hardship that was not anticipated or controlled by the homeowner. We would like to be able to consider that request. Policy for loan forgiveness gone over.

*Fairbrother makes the motion that the Board authorizes loan forgiveness according to FCRCHA policy. Seconded by Allen, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

*Allen makes the motion in the scope of services under 3.2 that we would like to see 50% of checks received, proceeds of the loans received more than 5 years after expiration grant agreement between the state and Town come back to the Town and the other 50% stay in the program. Seconded by Fairbrother, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

*Allen makes the motion under scope of agreement of the loan program allow waivers to the DHCD limit. Seconded by Fairbrother, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

*Allen makes the motion to get ourselves in sync with both the programs and do the 50/50. Seconded by Fairbrother, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

*Allen makes the motion to sign the agreement for participation in the Housing Rehabilitation Revolving Loan Program by and between the Town of Montague and the Franklin County Regional Housing and Redevelopment Authority as amended this evening which the Board will receive in a final document. Seconded by Fairbrother, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

**Bart Doty, Shea Theater, Thank you, Use of lighting money and grants**

Doty: Wanted to come before you and say thank you, we have seen the returns on the lights artistically and financially many times over already. One of the main concerns that was brought up when we were going through this process the first time was whether or not the Towns funding would help cover a control system for these new lights. At the time, we opted to go and focus on the fixtures themselves utilizing an older control mechanism that we have in the space but as a result of the Towns investment I'm pleased to say that Electronic Theater Control the premier manufacturer of theater control equipment in the world has graciously donated to the Shea, \$10,000 in lighting control equipment as a direct result of the Towns investment and the work we have been doing. This will help us step up our game and attract better acts and more professional groups. It has brought us up to the state of the art. We have seen some savings but not as much as we would have hoped.

**John Furbish, Votes may be taken**

**Request to be appointed to Montague EDIC**

*Fairbrother makes the motion to appoint John Furbish to the Montague EDIC to the low income seat from now to June 30, 2015. Seconded by Allen, approved Allen – Aye, Boutwell – Aye, Fairbrother - Abstain*

**Lisa Davol, Director, Turners Falls RiverCulture, Discuss interest in pursuing a plan to continue to maintain the space at the former Gallery at Hallmark for commercial venture**

Davol: As you know you gave us permission to have the space for a Holiday Shop, Shop Western Mass, we have set up and have 40 artisans in there. We are doing sales and see that people are interested in this. We are trying to figure out a plan to keep it going. For years we talked about having an artist gallery and we would like it to be a retail space. We have a few plans to try and figure it out. The few models we are looking at are either consignment and another would be a coop model with artisans renting and maintaining their own space. We realize it is bad time right now economically, we have a base, we have partners, we have piloted this idea, it seems to be working, but we don't know what our sales are going to be. There is a downstairs space that is the same size as the gallery and we'd like to have that be a center for performances as well. It gives us the space to do initiatives, it will give the Shea space for smaller black box performances and rehearsals. If we could partner with the Shea in a way that gives them the opportunity to have smaller events that are economical for them and us to have our events. Bart Doty will come up with a plan to

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rent out the space after we have taken care of the needs we have to rent out the space to cover the cost of the heat and utilities. Another opportunity with the shop besides being a commercial venture and animating the space is to generate some revenue for RiverCulture as a social venture kind of business because we need to diversify our funding and as some dry up, we need different kinds of ways to make money if we want to keep going. This would be in addition to the stuff we are already doing; we're trying to grow the organization, to grow the amount of activity in town. Shop WesternMass is a big part of this, they are business people, they set up our whole inventory system.

Discussion regarding store sales figures and projections

Davol: At the very least, we want the rent to be covered, because right now the Town is not getting any rent on that space so if we did a more coop model we assume the rent is \$1200, maybe \$1000 in utilities plus staff would be \$4800 a month that we would have to come up with, then 24 artist at \$200 for renting space, there are different possibilities we are looking at.

?: It's a mixed use facility, part home for RiverCulture a store to help sell some artists work, a gallery space, a performance space, there are a lot of things that can go into it and really be another hub in the Town along with the Shea to offer a variety of opportunities for various things.

Davol: The fact that it is so close to the Shea and it could help fulfill a need that they have without people having to leave the site, is great. Partnering with the Shea opens up a lot of possibilities for us too.

Abbondanzio: I've spoken to the realtor and the feeling is it's a down economy obviously particularly for retail space. There is a comparable space that has sat idle for 3 months with one nibble during that time. I think we are looking at is it gives us the potential to fill the revenue gap we would have otherwise. If they are able to come up with the lost rent and also cover the utility costs during that time, that's a cost the Town doesn't have to absorb. We are also looking at the best use thing; we could easily rent it out at a lower rental rate but not necessarily for the best possible use. I think there is a lot of economic development spin offs that could come out of a project like this. Mass. Cultural Council is looking for RiverCulture to be stimulating the creation of creative economy businesses, this is really an incubator for the creative economy businesses that could end up on Main Street, so it fits that objective, the long term objective of the Town. Those are the main things; I support the project, as a pilot if anything over the next few months we could see the actual plan develop a little bit more. But I think it really is something to get behind.

Krista: As a vendor in the space and as someone who has co-owned a business that has done really well in this town. This is the perfect opportunity to test the waters and get stuff at a place where people can go and have regular hours that I don't necessarily have to be there and I think that's the problem with business owners who want to run something by themselves run into. How do you make the stuff and run a shop at the same time. As an incubator, it's perfect and it inspires me to rent my space within this space and look at other space in town.

*Fairbrother makes the motion to extend the time of residence for this collaborative effort until June 30, 2013.  
Seconded by Allen, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

The board would like them to come back at a later date so a formal agreement can be made. The concept is approved at this point in time.

**Frank Abbondanzio, Town Administrator, votes may be taken  
Request for Selectmen to file a campaign disclosure report (Form CPF M102)  
Form signed by all three selectmen**

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**Request for extension from DHCD to allow the HRA to expend of FY2011 funds beyond the grant completion date of December 31, 2012.**

*Fairbrother moves that the board request an extension from DHCD to allow the HRA to expend FY2011 funds (\$8,000) beyond the grant completion date of December 31, 2012. Seconded by Allen, approved unanimously. Allen- Aye, Boutwell – Aye, Fairbrother - Aye*

**Request for use of \$1000 from the Community Development Discretionary Account to print “A Children’s Guide to Turners Falls”**

*Fairbrother moves that \$1000 be designated from the Community Development Discretionary account for the purpose of funding the second printing of the booklet “A Children’s Guide to Turners Falls” Seconded by Allen, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*

**Sign DEP Small Scale Initiative Grant Agreement**

*Fairbrother makes the motion to sign the grant between the Commonwealth of Mass Department of Environmental Protection and the Town of Montague for \$750 for the small scale initiative grant and authorize the chair to sign. Boutwell asks that Fairbrother sign the document as he is vice chair of the Solid Waste District. Seconded by Allen, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother – Aye*

**Other:**

- Barrel stickers are available in the Collector/Treasurers Office
- On street parking ban

**Executive Session, under G.L. c. 30A, §21(a)(2) to conduct negotiations with Police Chief, Charles Dodge; Chair declares will have detrimental effect on Town if discussed in Public**

*Fairbrother makes the motion to go into Executive Session, under G.L. c. 30A, §21(a)(2) to conduct negotiations with Police Chief, Charles “Chip” Dodge. Seconded by Allen, approved unanimously. Allen – Aye, Fairbrother – Aye, Boutwell - Aye*

**Executive Session, under G.L. c.30A, §21(a)(3) to discuss strategy with respect to Litigation, Erving – Montague Sewer Agreement. Chair declares will have detrimental effect on Town if discussed in Public**

*Fairbrother makes the motion to go into Executive Session, under G.L. c.30A, §21(a)(3) to discuss strategy with respect to Litigation, Erving – Montague Sewer Agreement. Seconded by Boutwell, approved unanimously, Allen – Aye, Boutwell – Aye, Fairbrother -Aye*

*Fairbrother makes the motion to adjourn the meeting at 9:47 PM. Seconded by Boutwell, approved unanimously. Allen – Aye, Boutwell – Aye, Fairbrother - Aye*