

**SELECTMEN'S MEETING MINUTES
UPSTAIRS MEETING ROOM
1 AVENUE A, TURNERS FALLS, MA
MONDAY, August 19, 2013**

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

Meeting being Taped

Approve minutes of August 5, 2013

Boutwell makes the motion to approve the minutes of August 5, 2013. Seconded by Nelson, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

Garry Earles, Cable Advisory Committee

Request Board issue a preliminary assessment of denial of Comcast of Massachusetts/Virginia, Inc.'s cable television renewal proposal to the town of Montague, dated April 15, 2013.

Fairbrother: Cable Advisory Committee has been in negotiations with Comcast for the renewal and it has not been going well and the Committee is asking the Board to make a motion on the advice of Counsel

Boutwell makes the motion that the Board of Selectmen in its role as statutory Issuing Authority for the Town of Montague, is hereby issuing a preliminary assessment of denial of Comcast of Massachusetts/Virginia, Inc.'s cable television renewal proposal to the Town of Montague, dated April 15, 2013. The Board of Selectmen will issue a written statement of reasons, in accordance with 207 CMR 3.06(3), detailing the reasons for its preliminary assessment of denial. Seconded by Nelson, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

The Board will issue a written statement of reasons for denial, in accordance with 207 CMR 3.06(3)

Nelson makes the motion to accept the Cable Advisory Committees reasons for denial as follows: First, the Issuing Authority in the RFP sought a commitment from Comcast to continue to maintain, staff and operate a customer service office in the Town of Greenfield or in a community that is contiguous to Montague, as is currently required by the 2003 Renewal License. In its Formal Renewal Proposal, Comcast would not agree to continue to maintain, staff and operate a customer service office in Greenfield or in a contiguous community during a subsequent renewal term. Second, the Issuing Authority in the RFP sought a commitment from Comcast to provide funding in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for the purchase of PEG Access equipment and/or facilities. In its Formal Renewal Proposal, Comcast would not agree to provide the requested \$150,000.00 for equipment/facilities. Third, in its Formal Renewal Proposal, Comcast reserved the right to "reclaim any unused time" on any of the PEG Access Channels that might not be "fully programmed". The Issuing Authority did not agree with or accept Comcast's language in this regard in its Formal Renewal Proposal. Fourth, in its Formal Renewal Proposal, Comcast stated that PEG Access programming produced by an access corporation could not be provided to another cable television operator licensed to operate in the Town by the Issuing Authority without the written consent of Comcast. The Issuing Authority would not agree to such a restriction. Fifth, the Issuing Authority in the RFP sought a commitment from Comcast to provide three (3) PEG Access Channels. In its Formal Renewal Proposal, Comcast did not agree to provide three PEG Access Channels. Sixth, the Issuing Authority in the RFP sought a commitment from Comcast to maintain the PEG Access Channels at the same standards and levels which apply to Comcast's commercial channels, as currently required by the 2003 Renewal License. Comcast would not agree to any such maintenance standards in its Formal Proposal. Seventh, the Issuing Authority in the RFP sought a commitment from Comcast to provide PEG Access Origination Locations as enumerated in the RFP. Comcast would not agree to provide said PEG Access Origination Locations in its Formal Renewal Proposal. Eighth, the Issuing Authority in the RFP sought a commitment from Comcast to provide advance written notice to the Access Corporation in the event of a relocation of a PEG Access Channel. In its Formal Renewal Proposal, Comcast would not agree to such advance notice. Ninth, the Issuing Authority in the RFP sought a commitment from Comcast to make its cable service available to all Montague residents without additional so-called "line-extension" charges. In its Formal Renewal Proposal, however, Comcast did not agree to continue such a commitment. In fact, Comcast proposed new line-extension requirements and new costs to potential new subscribers during a subsequent renewal term. Tenth, the Issuing Authority in the RFP sought a commitment from Comcast to provide service to residences located within 400 aerial feet of existing Comcast plant. In its Formal Renewal Proposal, Comcast would not agree to said 400 foot parameter. Eleventh, the Issuing Authority in the RFP sought a commitment from Comcast to continue to provide drops and monthly service to public buildings and schools in accordance with applicable

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Massachusetts law. In its Formal Renewal Proposal, however, Comcast proposed (i) limiting drops to public buildings as defined by Comcast and (ii) establishing its own distance parameters, contrary to the requirements of applicable state law and the provisions in the 2003 Renewal License. Consequently, the Issuing Authority would not agree to such provisions. Twelfth, the Issuing Authority in the RFP sought a commitment from Comcast to continue to comply with a number of consumer protection provisions, many of which are currently contained in the 2003 Renewal License. In its Formal Renewal Proposal, Comcast would not agree to continue such consumer protection provisions in a new license during a subsequent renewal term. Thirteenth, in its Formal Renewal Proposal, Comcast insisted upon so-called "level-playing field" language in a subsequent renewal license. The Issuing Authority did not agree to the inclusion of such language in a renewal license. Fourteenth, the Issuing Authority did not agree with or accept Comcast's definition of "Gross Annual Revenues" in its Formal Renewal Proposal. Fifteenth, the Issuing Authority in the RFP sought a commitment from Comcast to continue to provide a Gross Annual Revenues Reporting Form, as currently required by the 2003 Renewal License, which from would explain the basis of the quarterly payments to the Town and/or Access Corporation. In its Formal Renewal Proposal, Comcast would not agree to provide such a form. Sixteenth, in its Formal Renewal Proposal, Comcast insisted upon reports regarding disbursements in a subsequent renewal license. The Issuing Authority would not agree to the inclusion of such language in a renewal license. Seventeenth, in its Formal Renewal Proposal, Comcast proposed language that would allow it to use the public rights-of-way in equal standing with utilities, despite the fact that Comcast is not a common carrier. The Issuing Authority would not agree to such language. Eighteenth, the Issuing Authority in the RFP sought a commitment from Comcast to continue to provide for liquidated damages for possible license violations, as required by the 2003 Renewal License. In its Formal Renewal Proposal, Comcast would not agree to any such liquidated damages during a subsequent renewal term. Nineteenth, the Issuing Authority in the RFP sought a commitment from Comcast to continue to file strand maps of Cable System plant with the Town, upon request, as required by the 2003 Renewal License. In its Formal Renewal Proposal, Comcast would not agree to file such maps with the Town. Twentieth, the Issuing Authority in the RFP sought a commitment from Comcast to continue to provide to the Issuing Authority a number of reports pertaining to Comcast's operation of its Montague Cable System, as required by the 2003 Renewal License. In its Formal Renewal Proposal, Comcast would not agree to continue to provide such reports during a subsequent renewal term. Twenty-First, the Issuing Authority in the RFP stated that it would grant a renewal license term commensurate with the level of services and facilities provided to the Montague community and the financial costs thereto. In its Formal Renewal Proposal, Comcast proposed a 10 year renewal term only, without providing a reasonable basis for such a term. Consequently, the Issuing Authority and Comcast did not agree on a renewal license term. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson – Aye

Earles: This is a 10 year contract and we have to do it right the first time.

Bob Escott, Emergency Manager, FRCOG request regarding Regional Shelter Plan

Escott: Been working with Planning Department at the FRCOG on a Regional Sheltering Plan for over a year now. Basically we have been working with Greenfield, Gill and Erving and each Town has born its own expense and the concept of 4 towns sharing resources has spread throughout the county The FRCOG picked up on it and put together a regional sheltering plan for Franklin County. It is mirrored after the other Counties in Western Massachusetts that have already started putting this together. This looks geographically at Franklin County it appeared that having 5 separate main shelters made sense due to what we experienced in the last big storms of roads being cut off by waterways. We have been using our High School for several years, but I haven't spoke to the new superintendent yet so this might change but the Tech school expressed interest in being a shelter and the High School was shying away from it. I am here tonight asking the Town of Montague to sign to enter into an agreement with every other Town in Franklin County that chooses to sign and share costs when the shelter is open. This would allow the Town to share the costs with other towns that are using our shelter instead of paying for everything ourselves. We are already doing it, it will just allow us to share the costs with other people. This is a new document and when it gets used it will probably have to be changed a little bit but it is a start. Agreement has been reviewed with a group of lawyers. The document does mention school districts and fire districts.

Golrick expresses her concern over the costs and who pays for things

Escott: This plan will give us the ability to bill other Towns

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Nelson makes the motion to sign onto the FCRCOG Regional Shelter Plan as presented. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

Dog Complaint Hearing, Roberta Billiel, Investigation of Vicious Dog

Fairbrother calls Dog complaint hearing to order at 7:27 PM.

Fairbrother reads complaint letter into the record

Fairbrother swears Chief Dodge, Roberta Billiel, Aida Caisse – Beaudry, Sherri-Ann Carey Burnett, Amanda Billiel and Erica Ayotte into the record

Dodge: We are having a problem with this dog registered to Ms. Billiel in town. Daughter is claiming it's hers, but its registered to Roberta. On two seperate instances (4/22/13 & 7/27/13) the same dog Ulysses a pit bull attacked two people causing what I consider to be considerable injury; puncture wounds in legs and head and another instance he bit so hard it went through the shoe of a man who is confined to a wheel chair, puncturing his foot. Very concerning to me because this is not a nip, shows some aggression, and also to bite someone on the legs and the head is very concerning. I am an animal lover myself however something needs to be done with this dog to protect the public from any future attacks. It is also mentioned in the reports that this dog has been seen on many occasions roaming the neighborhood unleashed. Officer on the 4/22/13 incident went to residents where the dog was supposed to be confined and saw the conditions were deplorable to the point where the Board of Health had to be called. It doesn't seem that a lot of care has been put into this dog and this concerns me as well as far as who will be responsible, is someone able to be responsible for this dog and can we essentially prevent another attack? Ms. McNeely ordered dog quarantined for 10 days which is a standard procedure.

Aida Caisse - Beaudry: I wasn't doing anything to the dog, his leash had broken, he was running around so bent over to give the dog some water so she could come over and try and get him. I was yelling for Amanda because the dog had grabbed the back of my head and was trying to snap my neck. He bit me 9 times, he just missed my new knee cap. This dog has always been good to me, but it is about the care of the dog. Just recently have I seen that the dog has been walked and care been put into the dog, but I don't know how long this will last. To know a dog could do that for no reason is concerning to me because if it was a child that got bit. People were trying to help me but everyone was afraid. I'm not here to say I want the dog euthanized, it just scares me to think he could go after a child. After the dog bit me Amanda grabbed the dog, asked me what I did.

R. Billiel: Dog broke loose from his tie-out, I was trying to get dog from across the street at Aida's. Yuleses ended up coming over and biting the back of Aida's head, I was trying to get him away from her but he continued to bite her. I was yelling, then my daughter and my niece came out and went to Aida.

Amanda: I was told dog was loose so I went to get dog heard her screaming saw her bites, dog only listens to me, dog came running to me, I grabbed him and brought him into the house. He does not like when people touch his head, he loves kids, he is not a vicious dog. I would move away rather than put this dog down; and the wheel chair, the guy has an electronic wheel chair, my dog does not like that.

Erica Ayer: Lived with Amanda and Roberta for approximately a year, Yuleses was about a year old, he was doing the certificate training, and he was always good. I noticed when I moved out dog the stopped getting exercise and less socialization. I feel like the dog needs more exercise and socialization because he is inside the house constantly. I was never present during attacks. He's a really big dog and hard to get down.

Guy: I've seen Yulesse out many times he comes into my yard, plays with my 2 little dogs. He is a very submissive dog. I Don't think he gets socialized enough, I don't see him getting walked. I would hate to see animal get destroyed, I don't believe he needs to be destroyed, I think if he had the right care and was socialized he would be better.

Aida Caisse - Beaudry: Dog needs to be with some one that can give 100% of themselves

Erica Ayer asks if she can have the dog in her home for a little bit to show how well he can be.

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Fairbrother: We are at the point where we decide what we are going to do.

Nelson: I appreciate your offer but I don't want to pawn the problem off across the river, because I'm nervous about that.

Nelson makes suggestions that the owners acquire a significantly strong leash that will not break in any form within the next 24 hours, whatever fencing that is there currently is upgraded to a fence that the dog will not be able to get out of, with construction to begin within 7 days, with completion within 21 days; that the owners commit to socially adapting the dog to the environment through restrained walking, with restraint emphasized and the parties here today return in 60 days to let us know the update of how the socialization is taking place.

Fairbrother: This dog has seriously bit two different people. This dog sounds like he is spending more time running around on the street than he is in his yard.

Erica Ayer: The door that he has he can just open. As soon as they come through the door, he is able to get out, but because he is such a big dog, Amanda can't hold him by himself unless he is on a choker leash, but he broke the choker leash.

Amanda: My mom hooked him up to the leash that was hooked up to the porch and that's how he broke it. I'm moving away with him, so there will be no problems with this dog, cuz I won't be here in the next month, she's selling her house and I will be taking the dog to my fathers house with me in Ohio.

Erica Ayer: Its stressful right now because this dog has been trained and listened. All these training things he went through when he got that certificate, and during the months they haven't been able to take care of him, he's been getting out of hand cuz he's always been in the house.

Fairbrother: I rest my case, you just acknowledged that they can't take care of this dog. The dog needs to be restrained with an iron chain immediately.

Nelson makes the motion that Ulysses is ordered to be restrained by a chain leash that will not break within the next 24 hours, that the owners commit to socially integrating him back into society, while wearing a muzzle at all times outside of the house, a secure fence is built within 21 days that has an 18" barrier below ground to prevent the dog from burrowing under and the parties here return in 60 days to update us on the socialization.

Boutwell: I know you said you are going to move out of state, but we want to make sure nothing happens to anyone else.

Amanda: To be honest with you, he doesn't listen to my mom, he only listens to me. I'm not going to leave him out of my sight

Fairbrother: This dog needs to be restrained and we are interested in the publics' safety. The dog needs to be effectively restrained at all times immediately. When dog is walked he must be restrained and muzzled.

Dodge: It sounds like this is a pretty large dog and is pretty powerful so it is going to take some common sense and advise on what type of control, harness or muzzle that you should get that is appropriate so you can control it. You said the dog listens to you, the police report that I have says the dog was running the opposite way from you when you were yelling at him, he didn't listen to you. My point is this; we don't want this to happen again, you need to get the appropriate stuff.

Fairbrother: The dog has to be effectively restrained at all times immediately.

Nelson makes the motion that Ulysses is ordered to be restrained by a chain leash that will not break within the next 24 hours, that the owners commit to socially integrating him back into society, while wearing a muzzle at all times

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outside of the house, begin to secure a fence within 7 days at the latest and have it completed within 21 days and that has an 18" barrier below ground to prevent the dog from burrowing under and the parties here return in 60 days to update us on the socialization.

Roberta Billiel: There is no way I can get a fence put up, I don't have the money.

Fairbrother: The fence isn't necessary if you can assure everyone, yourself included that you have that dog secured in such a way that he can't leave the yard. A good strong leash.

Nelson amends original motion that Ulysses is ordered to be restrained by a chain leash that will not break within the next 24 hours, that the owners commit to socially integrating him back into society, while wearing a muzzle at all times outside of the house, and the parties here return in 60 days to update us on the socialization. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

Hearing closed at 8:19 PM

Personnel Board, Richard Suchanek, 111F Status Update

Boutwell makes the motion to return Richard Suchanek be removed from 111F Injured on duty and returned to active duty effective Friday, August 16, 2013. Seconded by Nelson, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

**Robert Trombley, WPCF Superintendent, Sewer Rate Discussion
Sewer Rates**

This is the first of two scheduled meetings with the Selectboard to address FY 2014 sewer rates; the next meeting is scheduled for 9 September 2013. Each year as part of the work to set the sewer rates the Enterprise account retained earnings (RE) estimate is sent to the State for verification. The State of Massachusetts, Department of Revenue, Division of Local Services has certified the free cash amounts for the Town. This allows us to continue the sewer rate discussion leading to the public hearing. The amount of \$333,674 is available to the Town in the RE account for FY 2012. What are Retained Earnings? Retained earnings are funds certified by the Commonwealth Department of Revenue. The funds concern the Town's enterprise accounting system for the operation of the WPCF, Treasurer's Subsidiary, Highway Subsidiary, Personnel Benefits and Debt Service Budgets. The amount in the fund from a previous fiscal year comes from revenues in excess of those estimated and from unspent appropriations.

Use of RE has enabled the Town to mitigate increases in the sewer rates. The agreement between the Southworth Manufacturing Company and the Town (section 4 (e)) notes, "surplus revenues accumulated from Normal Sewer User Fees shall be used to reduce the billing rate of all Normal User Fees in the following fiscal year".

How do we propose to use RE in FY 2014?

As we all are aware there have been expenditures in FY 2013 and estimated for FY 2014 that involves the repair of the Industrial Park sanitary sewer gravity main. At an upcoming Town meeting in September the use of RE will be discussed to support the deficit in the enterprise account for FY 2013 and an amount estimated to be spent in FY 2014. After these expenses have been covered we have determined that the use of \$120,000 will serve to keep the sewer rate increase to approximately 3 to 4%. This leaves \$34,290.60 remaining in RE.

Recent Sewer Rate History

The sewer rates have not changed for 4 years as we have had RE available to support the appropriations budget. This has been beneficial for the residents and industry in the continuing tough and uncertain economic climate. We know there is no guarantee that there will be substantial amounts of free cash at the end of any FY. It is therefore my suggestion that the Selectboard consider an increase of 3 to 4% in the sewer rates for FY 2014. I make this suggestion because should we have a year in which RE are low, the sewer rate increase could run 10 to 20% all in one FY. By allowing small increases over time this can be mitigated. The use of RE must be approved by Town Meeting in September.

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Boutwell asks if it's possible to go to 2%, Trombley responds he doesn't think we should, wants to avoid 20% increases in the future. Would feel better raising them a little at a time.

Present estimate Rates per 1,000 gallons – 3.7% increase

Gill, Southworth & Strathmore
Turners Falls, Montague Center, Montague City, Lake Pleasant
12 month Flat Rate
Millers Falls

| FY's 2010, 11, 12 & 13 | Present 2014 est. |
|------------------------|-------------------|
| I \$5.56 | \$5.75 |
| II \$6.00 | \$6.22 |
| III \$334 | \$344 |
| IV \$6.00 | \$6.22 |

Non – Contract Surcharges

Total Suspended Solids \$0.3941 per pound; Biochemical Oxygen Demand \$0.2771 per pound
Septage – no change In Town & Town of Gill = \$75/1,000 gallons; Out of Town = \$80/1,000 gallons
Other – no change: Interest Rate – 14% per Annum Demand Charge - \$5.00; Minimum Bill - \$36.00

The statewide 2012 range is \$210 - \$1,440, with an average of \$690 per household. Using the residential rate of \$6.22/1,000 gallons the Montague average household bill based on the state usage figure of 90,000 gallons of usage = \$560; using the actual Montague average flow of 61,321 gallons per residence then the average annual bill becomes \$381.42 and the increase to the homeowner over FY 2012 is \$13.00. There may be some changes as I review my work and discuss with the Town Treasure and Accountant.

Approve Pay Requisition #2 to Baltazar Contractors, Inc. in the amount of \$153,662.50

Nelson makes the motion to approve the Pay requisition #2 to Baltazar Contractors, Inc. in the amount of \$153,662.50. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson – Aye

Other

Trombley wants to know if the Selectmen want to reapply for the State Revolving Fund. Will not be discussed tonight since it did not make meeting posting

Jon Dobosz, Parks & Recreation Director, Wheel Chair Accessible Swing at Unity Park

Dobosz: We want to bring the Board up to speed and officially bring to the table the proposal to bring a wheel chair swing to Unity Park. This has been happening now for close to three months. I received an e-mail from Leslie Cogswell about putting a wheelchair swing at Unity Park.

Leslie Cogswell (also with her is Kathy Webber): We have a small subcommittee of this non profit organization we started about a year ago called a Friend to Friend and we generally help families with life limiting illnesses, however we are extending our mission to include community projects. This project came about because of a friend who's son is in a wheelchair who has a younger sister who goes to the park and Jacob watches his sister play and we thought what better way to help that family to feel included than to provide a swing. We did lots of research on what type of swing would be beneficial to our park and to Jacob and other members of the community in wheel chairs. The total cost for swing is \$12,500, shipping is just under \$2,000, and we have a goal of \$15,000. We hope to be able to get donation for services for installation, fencing, etc. As of today, we have raised over \$9,000 in three months.

Dobosz: Goal is to shoot for the spring of 2014

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Bruce Hunter: Unfortunately, Community Development Block Grant money cannot be used except for severely disabled adults. We were hoping we would be able to use it, but it has to be specific for adults only, which is a sad rule

Nelson makes the motion that the Board of Selectmen put their support behind the wheelchair assessable swing project at Unity Park with the assumption we will hear from a Friend to a Friend and Mr. Dobosz again in the spring when it is time to move forward to make things happen. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Nelson – Aye, Fairbrother – Aye

Michael Muller (Montague Community Cable, Inc.) Approve Registration for Assembly, Public Demonstration, or Use of Public property – Montague Soapbox Derby

Nelson makes the motion to approve the Montague Soap Box Derby to Michael Muller to Montague Community Cable, Inc., MCCI for Sunday, September 22, 2013, from 7:00 AM ending at 4:00 PM, expecting approximately 1000 people, police chief has signed off on this and insurance is on file. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

Other

Muller: To broadcast live, we have to run approximately ½ mile in cable; I talked with Jon Dobosz and he said he's getting Comcast brought to park house so they can have internet access there. I talked with Comcast last year about getting a drop at the park house and they said it would be about \$300 - \$350. I was going to ask if while that project was going on, if we could hop on and have a drop installed at the field house. This would be for broadcast. We are willing to pay to have this done. Will be looking into Selectboard approval to move things along. Mik is told he needs to speak with Garry Earles

Mark Wisnewski, Rocket Science dba the Rendezvous, Request for one day liquor license on September 22, 2013 at Unity Park

Boutwell abstains

Nelson makes the motion to approve the request for a one day liquor license on Sunday, September 22, 2013 at Unity Park to Mark Wisnewski, Rocket Science, dba the Rendezvous. Seconded by Fairbrother, approved. Fairbrother – Aye, Nelson – Aye, Boutwell - Abstain

Michael Nelson, Request to change date of toll booth fundraiser from 9/21/13 to 9/28/13

Boutwell makes the motion to approve the request to change the date of the toll booth fundraiser from 9/21/13 to 9/28/13 same time and location. Seconded by Fairbrother, approved. Boutwell – Aye, Fairbrother – Aye, Nelson - Abstain

Frank Abbondanzio, Town Administrator's Report, Votes may be taken

Authorization to Disburse Architect Payment Requisition #5, Unity Park Phase 2 Project

Not available at this time.

Approve Change Order #4, Unity Park Phase Two Improvements Project, \$750

Nelson makes the motion to approve change order #4 for \$750 to Diversified Construction Services, LLC in Amherst, MA. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

Vote to approve License to Enter and Use Real Property: Ted and Alice Armen Located on School Street, Montague Center, (Assessors Map 43, Lot 123) for planting and cultivating a garden, including the installation of perimeter fencing.

Nelson makes the motion to approve the to Enter and Use Real Property to Ted and Alice Armen Located on 68 School Street, Montague Center, (Assessors Map 43, Lot 123) for planting and cultivating a garden, including the installation of perimeter fencing in the amount of \$10. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

Sign MOU with FCSWMD for Household Hazardous Waste collection on 9/21/13

Boutwell recuses himself

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Nelson makes the motion to approve the memorandum of Understanding with the Franklin County Solid Waste Management District for a Household Hazardous Waste Collection on September 21, 2013. Seconded by Fairbrother, approved. Fairbrother – Aye, Nelson – Aye, Boutwell - Abstain

Approve list of surplus equipment submitted by Montague DPW

Nelson makes the motion to approve the surplus list as follows: 2000 SRT Bus, 2001 Dodge Pick Up, 1939 Leaf and Orchard Blower, 1991 Graco Line Painter, 1996 JRB Side Dump Bucket and a 12' fixed angle plow, 2 – 11' fixed angle plows, 1 – 10' holed bored only plow, 1 – 12' V plow as submitted by the Montague DPW, seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

To approve and execute draft warrant for Special Town Meeting on 9/12/13

Previously reviewed and approved at the Finance Committee Meeting. One article that was not taken up needs to be added to the warrant. This deals with an appropriation for the purpose of repairing or replacing a boiler at Sheffield school. A lot of information still needs to be gathered but the work needs to be done. A high end figure is being put in with the thought it will be changing down.

Ms. Golrick inquires about a pre town meeting to save on time at the Special Town Meeting. Also inquires about Richard Conley Article. Abbondanzio responds the Town entered into an agreement with Mr. Conley

Nelson makes the motion to endorse article 23 onto the Special Town Meeting Warrant. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye

Nelson makes the motion to approve the amended warrant and execute it for the Special Town Meeting on September 12, 2013. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson – Aye.

Topics not anticipated covered in the 48 hour posting requirement

First Light canal drainage will be held on September 30 through October 5, canal will be drained to perform inspection and perform work.

Meeting next Tuesday at 6:30 in Erving regarding Sewer project

The next regularly scheduled Selectmen's Meeting will be held **on Monday, August 26, 2013** at 7:00 p.m. at the Montague Town Hall, Upstairs Meeting Room, 1 Avenue A, Turners Falls, MA

Fairbrother makes the motion to adjourn the meeting at 9:13 PM. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Fairbrother – Aye, Nelson - Aye