

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE**

Due to COVID-19 Public Participation will be by:
Join Zoom Meeting: <https://zoom.us/j/92781836217>

Meeting ID: 927 8183 6217 Password: 304059

Dial into meeting: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592

Monday, September 28, 2020

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Board of Health Chair opens the meeting, roll call taken
3. 6:31 Approve Minutes:
 - Joint Selectboard and Board of Health, September 14, 2020
 - Joint Selectboard and Board of Health, September 21, 2020
4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 Pole Location Hearing
 - Millers Falls Road – Install one (1) jointly owned pole #134/58M on northern side of Millers Falls Road. To be located one hundred three (103) feet west of the centerline with Industrial Road and ninety-eight (98) feet east of existing pole #134/58
6. 6:40 Tom Bergeron, DPW Superintendent
 - Update on Millers Falls Road Embankment Repair
7. 6:45 COVID-19 Updates and Action Items
 - Review of any Updated State Guidance or Orders
8. 6:50 Suzanne LoManto, Asst. Town Planner
 - Announce Mass. Development “Resurgent Places” grant, \$6,500
9. 6:55 Jon Dobosz
 - Vote to accept gifts for Unity’s Community Garden
10. 7:00 Personnel Board
 - Appoint Christina Forde, WPCF Administrative Assistant, NAGE Grade B, Step 2 \$17.99/hr., 20 hrs. week, effective 10/5/20
 - Tree Advisory Committee Appointments: Jeffrey Warren and Annabel Levine, term until 6/30/21

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE**

Monday, September 28, 2020

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11. 7:05 Use of Public Property: Peskeompskut Park, Jan Doody, United Arc, Granparents Support Group, October 6, 2020 (raindate: 10/13/20), 11:30 AM – 2:00 PM
12. 7:10 Brian McHugh, Director of Community Development, FCRHRA
 - FY18 Montague CDBG Final Quarterly Report
 - Update on Spinner Park
13. 7:25 Town Meeting Warrant – To approve and execute October 13, 2020 Special Town Meeting Warrant (attached hereto)
14. 7:40 GMRSD Cares Act Request
15. 7:50 Town Administrator's Report
 - Capital Article Submission Schedule
 - DPW Project Update
 - Opportunity for Public Comment: Chapter 70 Local Contribution Study
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

- Joint Selectboard and Historical Commission, Executive Session, **Monday, September 28, 2020, 8:00 PM**
- Farren Care Center Public Hearing, **Wednesday, September 30, 2020, 6:00 PM**, dial in 888-390-5007, passcode: 7109512
- Selectboard Meeting, **MONDAY, October 5, 2020, 6:30 PM** via Zoom
- Special Town Meeting, **Tuesday, October 13, 2020, 6:30 PM**, Montague DPW Garage, 128 Turners Falls Road, Turners Falls

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 13, 2020**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Montague DPW Garage, 128 Turners Falls Road, Turners Falls, Massachusetts, on Tuesday, October 13, 2020, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to amend the vote taken under Article #6 of the June 13, 2020 Annual Town Meeting, which appropriated \$10,481,863 for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, by reducing the amount to be raised by taxation by \$109,000, so that the total amount raised by taxation is reduced from \$10,481,815.70 to \$10,372,815.70, and to amend **Schedule III: Town Operating Budget**, as shown on the **Revised Schedule III: Town Operating Budget**, set forth below, with all other line items remaining unchanged, or to pass any vote or votes in relation thereto.

Revised Schedule III: Town Operating Budget

Dept. #	Article #6 06/13/20 FY21	Revised FY21
GENERAL GOVERNMENT		
151	Town Counsel	90,000
155	Information Technology	80,000
159	Shared Costs	58,100
190	Public Bldg Utilities	72,759
		141,320
HUMAN SERVICES		
543	Veterans' Services	98,400
MISCELLANEOUS		
910	Employee Benefits	2,298,057
		2,238,057
Total Town Operating Budget	10,481,863	10,372,863

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$50,000, or any other amount, for the purpose of replacing the Council on Aging roof and any other necessary exterior repairs, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Council on Aging Request)

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$5,000, or any other amount, for the purpose of hiring professionals to survey the parcels comprising Montague Center Park in support of its future redevelopment or use, and anything incidental or related thereto, or to pass any vote or votes in relation thereto.

(Parks & Recreation Commission Request)

ARTICLE 4: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,000, or any other amount, for the purpose of making necessary improvements to the Shea Theater fire protection system, and anything incidental or related thereto, or to pass any vote or votes in relation thereto.

(DPW Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$820.49, or any other amount, which represents the net premium paid to the Town upon the sale of the Town's \$5,785,000 DPW Facility Bonds dated January 22, 2020, to pay costs of the DPW facility authorized by the vote of the Town passed March 29, 2018, and to reduce the amount authorized to be borrowed for such project by such amount, as set forth in M.G.L. c. 44, §20 or any other applicable law, or pass any vote or votes in relation thereto.

(Accountant Request)

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Town General Stabilization Fund	61,507
Town Capital Stabilization Fund	200,259
OPEB Trust Fund	118,000
GMRSB Stabilization Fund	39,185
FCTS Stabilization Fund	68,000
Total:	486,951

(Finance Committee Request)

ARTICLE 8: To see if the Town will vote to transfer from Free Cash the sum of \$73,652, or any other sum, to the Town Capital Stabilization Fund, said sum representing the approximate amount collected by the Town from the assessment of the cannabis retail sales tax during fiscal year 2020; and to transfer from Free Cash the sum of \$35,791, or any other sum, to the Town Cannabis Impact Fee Stabilization Fund, said sum representing the approximate amount collected by the Town from the assessment of cannabis impact fees during fiscal year 2020; or pass any vote or votes in relation thereto.

(Finance Committee Request)

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of increasing the Fiscal Year 2021 Reserve Fund budget, or pass any vote or votes in relation thereto.

(Finance Committee Request)

ARTICLE 10. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$82,000, or any other amount, for the purpose of obtaining engineering, design, permitting, bidding, oversight and construction services related to the capping of the former Montague Burn Dump, and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$39.90, or any other amount, for the purpose of paying a prior year bill of the Board of Health, or pass any vote or votes in relation thereto.

(BOH Request)

ARTICLE 12. To see if the Town will vote to authorize the Selectboard to petition the General Court for special legislation to change the date of the Annual Town Election from the third Monday in May of each year to the third Tuesday in May each year, or pass any vote or votes in relation thereto.

The petition for special legislation shall take the following form; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, or pass any vote or votes in relation thereto.

AN ACT RELATIVE TO THE DATE FOR THE ANNUAL TOWN ELECTION IN
THE TOWN OF MONTAGUE

Be it enacted by the Senate and House of Representatives in the General Court assembled, and by the authority of the same as follows:

SECTION 1. Section 1 of Chapter 9 of the Acts of 1974 is hereby amended by striking the word "Monday" in the first sentence and replacing it with the word "Tuesday".

SECTION 2. This act shall take effect upon passage.

(Town Clerk Request)

ARTICLE 13. To see if the Town will vote to amend Section 2 from the Town's General Bylaws, relative to the date of the Annual Town Election, as show below, provided, however, that any amendments approved pursuant to this article shall not take effect unless and until the Legislature enacts amendments to Chapter 9 of the Acts of 1974 relative to the date of the Annual Town Election, as set forth in Article 12 of the Warrant for this Town Meeting, or pass any vote or votes in relation thereto.

The bylaw amendment will strike section 2 of the Town's General Bylaws, which currently reads as follows:

ANNUAL AND SPECIAL MEETINGS

Section 2: The annual meeting for the election of Town officers required by law to be elected by ballot shall be held on the first Monday in March of each year. *(This section was rescinded at a Special Town Meeting on 11/15/1973, by the following act passed by the General Court on February 22, 1974.)

Chapter 9, Acts of 1974, "An act relative to the dates of the Annual Town Election and Town Meeting held in the Town of Montague". Be it enacted as follows:
Notwithstanding the provisions of any general or special law or by-law of the Town of Montague to the contrary, said Town shall hold the Annual Town Meeting for the election of Town officers and the determination of such matters as by law or vote of the Town are required to be elected or determined by official ballot on the third Monday in May of each year. All other business shall be considered at a meeting to be held on the first Saturday of May of each year. Separate warrants may be posted for said election and business meetings.

And replace it with the following:

ANNUAL AND SPECIAL MEETINGS

Section 2: Notwithstanding the provisions of any general or special law or by-law of the Town of Montague to the contrary, said Town shall hold the Annual Town Meeting for the election of Town officers and the determination of such matters as by law or vote of the Town are required to be elected or determined by official ballot on the third Tuesday in May of each year. All other business shall be considered at a meeting to be held on the first Saturday of May of each year. Separate warrants may be posted for said election and business meetings.

(Town Clerk Request)

ARTICLE 14. To see if the Town will vote to authorize the Selectboard to take the following actions in connection with the construction of a new 5th Street pedestrian bridge and related purposes:

(1) acquire an easement, approximately 16' in width, across the FirstLight Canal, for the placement of a new 5th Street pedestrian bridge, said bridge to be located southerly of the existing 5th Street vehicular bridge and the 1880 County Layout, as well as such easements at the eastern and western termini of the new pedestrian bridge as may be needed for access thereto, including wheelchair and other ADA-compliant access infrastructure, all as shown on a plan entitled "5th Street Pedestrian Bridge and Intersection Improvements Montague, MA," prepared by McMahon Associates, Inc., a copy of which plan is on file with the Town Clerk;

(2) acquire temporary construction easements at or near the site of the new 5th Street pedestrian bridge, including for access and related purposes in order to construct said bridge;

(3) relinquish such rights the Town may have for the installation and maintenance of utilities, located across, upon and under the Strathmore pedestrian bridge, serving 20 Canal Road, and, in exchange therefor, obtain an easement for utilities, including, but not limited to, water and sewer, as deemed necessary and convenient, across, upon and under the new 5th Street pedestrian bridge;

(4) acquire an easement, to pass and repass, for vehicular and pedestrian traffic, and for utilities, commencing at or near the western terminus of the new 5th Street pedestrian bridge, in a northeasterly direction, along Canal Road to and across the so-called IP bridge;

(5) acquire easements at or near the location of the existing Strathmore pedestrian bridge, for the purpose of installing, constructing, operating, maintaining, repairing and replacing a bridge, for vehicular and pedestrian traffic;

all of the foregoing rights and easements to be acquired on such terms and conditions as determined by the Selectboard to be in the best interests of the Town; to authorize the Selectboard to accept all grants and funding to accomplish the foregoing; and, further, to negotiate and execute any and all agreements as may be necessary or convenient to accomplish the purposes of this Article, or pass any vote or votes in relation thereto.

(Selectboard Request)



333 West Street
Pittsfield, MA 01201
(413) 499-9077

September 16, 2020

Town of Montague
1 Avenue A
Turners Falls, MA 01376

Under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof, a public hearing IS NECESSARY on the attached revised petition. Please schedule a public hearing at your earliest convenience.

A signed copy of each document should be returned to EVERSOURCE and VERIZON respectively, with your approval, disapproval or comment noted thereon, and the final copy may be retained for your files. Recording of the petitions is not necessary. When adopted, please forward the Orders to the Town Clerk for recording.

Town Clerk, please return signed and recorded orders to:

EVERSOURCE
55 Russell Street
Hadley, MA 01035

Mr. Albert Bessette, Jr.
Manager – Right of Way
Verizon New England, Inc.
365 State Street
Springfield, MA 01105

Attn: Caplette

NOTE: On questions pertaining to this order, please call Michael Rosenburg at (413) 787-9462, regarding 6A822443.

Sincerely,

Joanne Fox

Joanne Fox
District Representative

Enclosures



PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Selectboard of Montague, Massachusetts:

NSTAR ELECTRIC COMPANY DBA EVERSOURCE AND VERIZON NEW ENGLAND, INC.

requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Location – Millers Falls Road, Montague

Install one (1) jointly owned pole #134/58M on northern side of Millers Falls Road.

To be located one hundred three (103) feet west of the centerline with Industrial

Road and ninety-eight (98) feet east of existing pole #134/58.

Reason – Pole is required for new solar interconnection for customer at Millers Falls Road.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the field plan herewith and made a part hereof marked – **6A822443**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By Joanne Fox
District Representative

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 21st Day of August, 2020

TOWN COPY



ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Selectboard of Montague, Massachusetts:

Notice having been given and a public hearing held, as provided by law, IT IS HEREBY ORDERED THAT:

NSTAR ELECTRIC COMPANY DBA EVERSOURCE AND VERIZON NEW ENGLAND, INC. be and they are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated the 21st day of August, 2020.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked **6A822443** filed with and made a part of said petition. There may be attached to said poles by said EVERSOURCE not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 12 feet from the ground elsewhere.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Location – Millers Falls Road, Montague

Install one (1) jointly owned pole #134/58M on northern side of Millers Falls Road. To be located one hundred three (103) feet west of the centerline with Industrial Road and ninety-eight (98) feet east of existing pole #134/58.

Reason – Pole is required for new solar interconnection for customer at Millers Falls Road.

Also, that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Selectboard of Montague, Massachusetts held on the 28 day of September 2020.

Town Clerk

We hereby certify that on September 28 2020, at 6:35 o'clock PM, at via zoom a public hearing was held on the petition of the EVERSOURCE and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectboard of Montague, MA

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Select Board of the Town of Montague, Massachusetts, on the _____ day of _____ 2020 and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

TOWN COPY

WendyB-Montague Board of Selectmen

From: TomB - Montague Highway Department
Sent: Thursday, September 24, 2020 10:08 AM
To: WendyB-Montague Board of Selectmen; StevenE - Montague Town Administrator
Subject: Millers Falls rd,update

Monday 21st

The new pipe was assembled on the side walk and slid down the embankment all in one piece, we attached a collar to the excising concert pipe putting several large screws in it and dumped 4 yard of concert on top to make sure the pipe dose not separate.

Positioned the pipe down the banking and started to burying the pipe.

Tuesday 22nd

Moved fill to bury to pipe

Wednesday 23rd

Stared to receive more loads of products and continue to shore the banking and fill in ravine.

Thursday 24th

We sent a load of water thru the pipe to see where it came out at the bottom and will make adjustment and put in splash pad at a latter time, continue to receive stone to fill in.

The good news is the pipe worked well and the project hopefully do by the end of next week, but no promises.

Tom

**COMMONWEALTH PLACES
PROJECT CREATOR GRANT AGREEMENT
[\$10,000 or Less; No Match Required]**

THIS PROJECT CREATOR GRANT AGREEMENT (the "Agreement") is made as of September ____, 2020 by and between **Massachusetts Development Finance Agency**, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws ("MassDevelopment" or "Agency"), and **the Turners Fall Cultural District** a community organization with a principal place of business at 1 Avenue A Turners Falls, MA 01376 (the "Project Creator" or "Grantee").

WHEREAS, pursuant to Massachusetts General Laws Chapter 23G (the "Act"), MassDevelopment has broad authority to undertake economic development initiatives throughout the Commonwealth of Massachusetts;

WHEREAS, MassDevelopment has determined that a statewide placemaking program, comprising a grant program (hereinafter the "Commonwealth Places Program") to assist with the development of selected community-based placemaking projects ("Project"), will contribute to the further economic development of the Commonwealth;

WHEREAS, in response to challenges presented by the COVID-19 pandemic, the Agency wishes to be flexible and provide options to address related delays and difficulties;

WHEREAS, the Project Creator was selected to develop a Project in accordance with terms and conditions of the Commonwealth Places Program, particularly the COVID-19 Response Round: Resurgent Places Request for Proposals issued June 22, 2020; and

WHEREAS, the Grantee shall not be required to raise matching funds; and

WHEREAS, Town of Montague shall act a fiscal agent for Grantee.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Award of Grant.

Grant Amount. MassDevelopment hereby awards a grant in the amount of up to Six Thousand Four Hundred Dollars (\$6,400.00) (the "Grant Amount") to the Grantee for the Project as an unmatched grant.

(a) Diligent Prosecution of Project. Grantee must begin implementation within

thirty (30) days of receiving grant funds. Grantee will diligently prosecute construction and achieve substantial completion of the Project to be funded from the Grant Amount ("Project Completion") no later than twelve (12) months of receiving final grant disbursement (the "Completion Date").

- (b) Use of Grant Funds. The Grantee agrees that the Grant Amount shall be used exclusively to pay the costs of the Project as described in the Project Creator's proposal and application, including any approved project proposal updates attached hereto within Exhibit A (as may be amended by mutual agreement from time to time). MassDevelopment shall not have any obligation to pay for costs of the Project in excess of the Grant Amount.

2. Disbursement of Grant Funds.

(a) Compliance with Agreement and Policies of the Commonwealth Places Program. MassDevelopment shall have the right to ensure that the work performed in connection with the Project is consistent with Grantee's representations made in its proposal and/or application for the Commonwealth Places Program: Notwithstanding the foregoing, MassDevelopment assumes no responsibility or liability for any work carried out in connection with the Project.

3. Representations and Warranties. The Grantee makes the following representations and warranties:

(a) All statements or information provided in Grantee's proposal and documents submitted in connection with its application and participation in the Commonwealth Places Program were and continue to be accurate in all material respects.

(b) The Grantee has the legal power and authority to enter into and perform this Agreement and any related documents in which it is named as a party, to fulfill its obligations set forth herein and therein and to carry out the transactions contemplated hereby and thereby. This Agreement and any other documents delivered to MassDevelopment by the Grantee pursuant hereto are the legal, valid and binding obligations of the Grantee, enforceable against the Grantee in accordance with their respective terms. There are no actions, suits, proceedings, adverse findings or investigations pending or, to the knowledge of the Grantee, threatened, anticipated or contemplated (nor, to the knowledge of the Grantee, is there any basis therefor) against or affecting the Grantee before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that call into question the validity of this Agreement or any action taken or to be taken in connection with the transactions contemplated hereby.

Each of the representations and warranties of this section shall survive the advance of the Grant Amount pursuant to this Agreement and the termination of this Agreement and the Grantee shall indemnify and hold harmless MassDevelopment and any members, officers, employees, directors, lenders, shareholders, beneficial owners, trustees, partners, affiliates, agents and employees thereof (the "Indemnitees") from and against all loss, expense or liability directly or indirectly resulting from the breach thereof, including,

without limitation, the cost of defending or settling any claim arising therefrom against the Indemnitees.

4. Affirmative Covenants. Without limiting any other covenants and provisions hereof or of any of the related documents, the Grantee covenants and agrees that for so long as this Agreement is in effect:

(a) The Grantee will perform and comply with all of the requirements of the Commonwealth Places Program and this Agreement.

(b) The Grantee will preserve and maintain its corporate existence, rights, franchises and privileges and remain in good standing in The Commonwealth of Massachusetts.

(c) Grantee will inform Consultant and MassDevelopment of any significant changes in its Project, service or personnel.

(d) Grantee will continuously comply with all statutes, ordinances, laws, rules, regulations, orders or notices (collectively, the "Laws"), of any governmental authority, including without limitation any political subdivision, department division, commission, agency or branch thereof, having jurisdiction over the Grantee.

(e) Grantee agrees that MassDevelopment has the unlimited right to make use of and disseminate all periodic reports, case studies and any other deliverables and work products produced as part of the Program, including but not limited to Grantee's Project.

(f) At the request of MassDevelopment, Grantee will host Project site visits by MassDevelopment or its designees for any reasonable purpose, including but not limited to monitoring and evaluating the Project.

(g) The Grantee certifies that, for any aspect of the Project financed by the Grant Amount provided by MassDevelopment the Grantee has checked each of the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, or the Federal government (the "Debarment Lists") and that the general contractor or construction manager is not listed on any of the Debarment lists. Grantee shall provide MassDevelopment with the name of the general contractor or construction manager prior to disbursement of any grant fund. If MassDevelopment learns that the general contractor or construction manager appears on any Debarment list, Grantee will be asked to select an alternative contractor and the disbursement of grant funds shall be delayed or suspended accordingly.

(h) The Grantee will collect and provide to MassDevelopment and/or its consultant, any data or metrics reasonably requested by MassDevelopment and/or its consultant concerning the Project, including, but not limited to, (i) the approximate number of square feet to be activated by the Project, (ii) the projected number of new jobs created as a result of the project, (iii) the approximate number of visitors/attendees, etc. at a Project, and (iv) any other data or metric reasonably

requested by MassDevelopment.

(i) The Grantee and its contractors shall comply with all state and local regulations/guidelines with respect to COVID-19, including gatherings and construction/renovation activities. The Commonwealth of Massachusetts has issued mandatory safety standards as part of its phased re-opening of the Massachusetts economy. Construction services are eligible to reopen provided that they comply with the Commonwealth's Sector Specific Workplace Safety Standards for Construction Sites to Address COVID-19. See at <https://www.mass.gov/lists/safety-standards-for-construction>: 1) Sector Specific Workplace Safety Standards for Construction Sites to Address COVID-19 As of May 18, 2020; 2) Construction MA Safety Standards; 3) Construction MA COVID-19 Checklist. NOTE THAT SAFETY STANDARDS ARE SUBJECT TO CHANGE AND IT IS THE GRANTEE'S/CONTRACTOR'S OBLIGATION TO COMPLY WITH THE APPLICABLE STANDARDS AT THE TIME THE PROJECT IS UNDERTAKEN.

The Grantee also agrees that for costs of the Project financed by the Grant Amount, the Grantee will require the general contractor or construction manager to certify in the contract with the Grantee that it has not and will not contract directly with subcontractors or other vendors listed as debarred or suspended on the Debarment Lists. The certification shall provide that the general contractor or construction manager understands and acknowledges that noncompliance may result in debarment from future MassDevelopment funded construction projects for a period of one year from the date of written notification of noncompliance.

5. Records. During the term of this Agreement and for seven (7) years thereafter, the Grantee shall keep and maintain, and shall give access to MassDevelopment and its representatives at all reasonable times upon reasonable advance notice to inspect, copy, audit and examine accurate books, records, accounts and other documents relating to the Project, including without limitation those relating to the receipt and disbursement of the Grant Amount.

6. Cooperation between Parties. The Grantee agrees to cooperate with MassDevelopment on the Project and the resolution of any issues, questions or concerns that MassDevelopment may have concerning the Project.

7. Publicity. The Grantee agrees that any public announcement or similar publicity with respect to this Agreement during the term of this Agreement and for seven (7) years thereafter will be issued only with the advance approval of MassDevelopment. Grantee further agrees to credit MassDevelopment and the Commonwealth Places Program in all print, audio, video and internet materials, and all publicity materials (such as press releases, brochures, posters, advertisements and web sites). Such credit shall indicate that funding for the Grantee "has been provided by the Commonwealth Places Program created by MassDevelopment".

8. Reports. Grantee agrees to provide any information reasonably requested about the Project by MassDevelopment in order to assess the impact of the Commonwealth Places Program grants.

9. Remedies: Event of Default. In the event the Grantee fails to comply with the terms and conditions of this Agreement (each event an "Event of Default" and, collectively, "Events of Default"), MassDevelopment, in its discretion, may require that all or part of the monies granted hereunder be repaid to the MassDevelopment, regardless of the extent to which the Grant monies have already been expended or exercise any other right or remedy available to MassDevelopment under any other instrument or at law, or in equity. Any failure to comply with any provision of this Agreement may further result in the Grantee becoming ineligible to receive any future award of any grant offered by MassDevelopment.

10. Severability. If any provisions hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and said provisions shall be valid and enforceable to the fullest extent permitted by law.

11. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and addressed as follows:

(a) With respect to MassDevelopment:

Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, MA 02110
Attn: Executive Vice President, Real Estate

with additional copies sent to:

Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, MA 02110
Attn: General Counsel

(b) with respect to the Grantee:

Turners Falls Cultural District
1 Avenue A
Turners Falls, MA 01376
Attn: Chair

Notices shall be deemed to have been given when hand delivered or sent by U.S. registered or certified mail postage prepaid. The parties designated above shall each have the right from time to time to specify as their respective addresses for purposes of this Agreement any other address in the Commonwealth of Massachusetts upon the giving of fifteen (15) days written notice thereof, as provided herein, to all the other parties listed above.

12. Execution in Counterparts: Facsimiles. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Photocopy, facsimiles, electronic or other copies of this Agreement shall have the same effect for all purposes as a signed original.

13. Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction over any dispute or claims arising out of this Agreement and hereby submit to such jurisdiction.

14. Public Records Law. Grantee acknowledges that MassDevelopment is subject to the Public Records Law, M.G.L. c. 66.

15. Amendment. This Agreement may not be amended, modified, altered or changed in any respect, except by formal agreement in writing, fully executed by all parties.

16. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, except as herein contained.

*[Remainder of this page intentionally left blank;
signature(s) on next page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their respective duly authorized representatives, as of the date first written above.

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

Approved as to form:

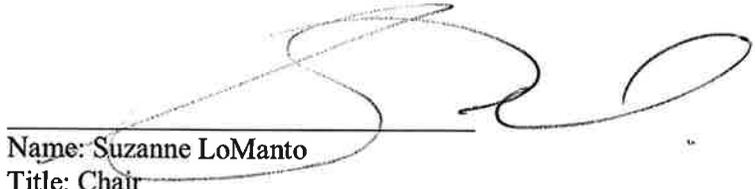
Agency Counsel

By:

Name: Cassandra McKenzie
Title: Executive Vice President, Real Estate

TURNERS FALL CULTURAL DISTRICT

By:



Name: Suzanne LoManto
Title: Chair

**ACKNOWLEDGED BY FISCAL AGENT
TOWN OF MONTAGUE**

By:

Name: Steven Ellis
Title: Town Administrator

*[Signature page of
Project Creator Grant Agreement
for the Turners Falls Cultural District]*

EXHIBIT A
Project Creator's Proposal and Application

CP - Resurgent Places

Application Information

Thank you for your interest in the Commonwealth Places grant program.

Unless otherwise noted, all questions are required. Please review your application for completeness before submitting.

Please note: Applicants have the ability to save their work using the button on the bottom right corner of every page of the application. You will be given a unique url with which to access your in-progress application. You may copy this url or email it to yourself through the online interface.

Applications will be reviewed on a rolling basis until July 31, 2020. If you require assistance please contact Amanda Gregoire at agregoire@massdevelopment.com

Program Overview

MassDevelopment's "Commonwealth Places" is a competitive opportunity to advance locally-driven placemaking in downtown and neighborhood commercial districts in eligible communities throughout Massachusetts. Placemaking is a collaborative process through which people in communities work together to improve public spaces and maximize their shared value. The process facilitates creative patterns of use, and leverages the local physical, cultural, and social assets that define a place and support its ongoing evolution.

The aim of the **Commonwealth Places COVID-19 Response Round: Resurgent Places** is to help community partners prepare public space and commercial districts to best serve their population during COVID-19 social distancing and the phased reopening of the economy. Prior to completing this application, applicants should review the Request for Proposals, available [here](#).

The Resurgent Places funding round complements the Massachusetts Department of Transportation's (MassDOT) recently announced [Shared Streets & Spaces](#), a grant program that will provide grants as small as \$5,000 and as large as \$300,000 for municipalities to quickly launch or expand improvements to sidewalks, curbs, streets, on-street parking spaces and off-street parking lots in support of public health, safe mobility and renewed commerce in their communities.

Please note: municipalities should apply for MassDOT funding through "Shared Streets and Spaces". Non-profits and community groups are not eligible to apply for "Shared Streets and Spaces" and should apply for MassDevelopment funding through "Resurgent Places."

Project Team

Lead Applicant Name
Suzanne LoManto

Email
riverculture@montague-ma.gov

Title
Chair, Turners Falls Cultural District

Organization
Turners Falls Cultural District

Phone Number
4138351390

Lead Applicant Type
Community Organization

Tell us about the project team:

The project team includes:

Turners Falls Cultural District Members, A group of stakeholders from the arts and business community
RiverCulture, Fiscal Agent with the Town of Montague

Nina Rossi, owner of the art gallery Nina's Nook

Alexandra McGuigan, owner of Buckingham Rabbits Vintage

Eileen Dowd and Jack Nelson, owners of Carriage House Designs

Montague Cultural Council, possible programming partners

Will your organization be receiving the funds?

Yes

Project Overview

Project name:

Turners Falls Cultural District Art Integration and Streetscape Improvement Plan

Project location:

Montague

Please describe the project site(s)

Site One is at the corner of Avenue A and 2nd St., over the Turners Falls- Gill Bridge. We chose this site because a large gateway mural would announce the Turners Falls Cultural District with more excitement, activate the lawn, and beautify an abandoned structure in the heart of downtown. Site Two is at Spinner Park, on the corner of Avenue A and 4th Street. This park is in the demolition stage of a \$300,000 PARC redevelopment project. We believe that the District will have a better chance of attracting new retail businesses if we mitigate the look of the construction fence with mesh banners.

Project description:

The Cultural District is looking for funding to support two art integration projects that will dramatically improve the Avenue A streetscape: 1) a painted mural on an abandoned building near the village gateway, and 2) a series of mesh banners inspired by a grass roots photography project that cover a construction eyesore. The goals of this grant are economic recovery, but the projects were conceived by local artists and with the input of the community.

Local Economic Impact

What are the primary project goals, including intended economic and social impacts?

Our primary project goals are to:

Enhance the quality of life of our residents through public art;

Mitigate an unsightly construction site;

Attract new businesses to recently vacated retail storefronts;

Welcome visitors to the Cultural District;

Activate an underused outdoor space for safe socialization;

Provide financial support to two local artists, both of whom also operate brick and mortar businesses.

Who will use or benefit from the project?

Spinner Park abuts Power Town Apartments, which hosts 180 units of affordable housing. Temporarily displaced from their closest park, residents of Powertown will benefit from the activation of the lawn and mural site just 2 blocks away. Restaurant patrons who use the lawn to socialize and enjoy take-out will

benefit greatly from the mural. We expect an increase in appropriate programming at Site One. Mitigating the view of construction at Site Two will benefit the whole community, residents and business owners alike.

Please describe any community engagement efforts that have informed or will inform this project.

Spinner Park takes its name from a 19th c. sculpture of a bronze female figure by French sculptor Leon Cugnot (Paris 1835–1894) that occupies the site. Dedicated in 1985, this sculpture honors the contribution of women to the Turners Falls' industrial past. The temporary absence of this beloved sculpture due to construction sparked a creative idea by artist Nina Rossi who proposed a "pedestal takeover." Through social media she found dozens of local women wanting to be photographed with tools of their profession on the site of the beloved Spinner Park sculpture. Over a two week period, Nina photographed about 40 local women of every age, background and profession. Nina's project was featured in the Montague Reporter however the photographs have not been brought to the public as a whole.

In anticipation of increased outdoor dining and continued social distancing requirements, the Cultural District announced a "Call for Murals" in April. Artist and business owner Alexandra McGuigan was chosen for her enthusiastic, large, colorful graphic style which is equally appropriate for motorists as people using the lawn to socialize or enjoy take-out.

Please describe the project's ability to catalyze economic development.

The beautification and art integration project at Spinner Park is vital for the District's economic recovery. Directly abutting the unsightly construction is a block of 5 businesses in a beautifully renovated multi-use retail building; two businesses are gone, two business remain, one business is still unsure if they will continue. The Cultural District must put its "best face forward" in order to attract new creative entrepreneurs. A gateway mural will project a level of creativity, confidence and positivity necessary for us to catalyze the local economy.

Please describe the project's relevance to COVID-19 response and recovery efforts.

In May, the Town announced a micro-enterprise Recovery Assistance grant. Unfortunately some of our creative economy businesses did not qualify. This project directly supports the viability of two local artists with downtown storefronts. The proposed streetscape improvements will help building owners fill newly vacant retail storefronts. It is worth noting that this grant has brought together District partners that have not worked together since April; a good and hopeful indicator! The Planning Department is writing a complimentary Shared Streets Grant.

Implementation Plan

Requested Funding

\$6400

Crowdfunding Goal

0

Please describe any additional funds that will be leveraged

This projects does not require matching funds, however the Turners Falls Cultural District has up to \$1800 to pay for other ideas that result from the enthusiasm generated by this work. Additionally, The Montague Cultural Council has expressed interest in funding COVID-19 appropriate programs at the mural site in the early fall.

Project Budget

Budget TF Cultural District Art Integration and Streetscape Improvement Plan.pdf

Project Timeline

Timeline Turners Falls Art Integration and Streetscape Improvements.pdf

Letters of Support

letter of support resurgent places.pdf

Optional Material

Please tell us about any local efforts related to the Phased Reopening you will leverage to reach your goals.

PLEASE NOTE: It was difficult to cut and paste my narratives. The interface wanted to limit the characters. I'm not sure if that is a mistake. I have more information prepared if my descriptions do not suffice or something seems unclear. Thank you.

Optional: attachments

Spinner Park Mesh Banner Concept.jpg

Mural Site Concept One.jpg

Resurgent Places Site Map.jpg

Commonwealth Places: Resurgent Places Timeline Template

Please provide an overview of your intended project timeline (intended date of crowdfunding launch if applicable, crowdfunding completion, implementation start, implementation/activation milestones, and completion of spending).

In order to be eligible for funding through this round, proposed timelines must include an implementation start date within 30 days of grant disbursement by MassDevelopment to the fiscal agent. Implementation start is defined as beginning to spend grant funding. All funding and project implementation is subject to the Commonwealth's *Reopening Massachusetts* framework as it is updated from time to time, available at <https://www.mass.gov/info-details/reopening-massachusetts>.

Project Milestone	Date	Notes
Work with graphic designer and order mesh banners. Site Two	Late- August Within One Week of Award	Designer is aware of the project's timeline
Order the mural substrate. Site One	Late- August Within one week of award	Material has been sourced at a local signage company
Hang mesh banners. Site Two	Early September Within one week of delivery	Assistance from Montague DPW
Hang and Prime Mural substrate. Site One	Early September Within one week of delivery	Assistance from Montague DPW
Paint Mural Site One	Mid- September Within one week of priming, weather dependent	Painting will take 5 days: 2 Days to lay out the design and 3 days to paint. Volunteers will assist with the painting while adhering to social distancing guidelines.

Commonwealth Places: Resurgent Places Budget Template

Project name: Turners Falls Cultural District Art Integration and Streetscape Improvement Plan

Please note: MassDevelopment will award individual grants of up to \$25,000. Up to \$10,000 per project may be awarded as an unmatched grant. Any amount of grant funding over and above that \$10,000 (not to exceed \$25,000) must be matched on a 1:1 basis with crowdfunding.

GRANT AMOUNT REQUESTED: \$6400

CROWDFUNDING GOAL (if applicable): _____

Project Costs/Uses Detail

Note: Adjust to include as many line items as required. Edit to remove any line items that do not apply. Please be as specific as possible and provide an itemized breakdown to material and labor costs.

	Description	Total Cost	NOTES (explain)
Photography and Outreach Fee: Nina Rossi. Site Two Spinner Park Construction	Labor	\$2000	Fee paid to the artist for concept, community outreach, and photographing local women.
Mesh Banners. Site Two Spinner Park Construction	Materials	\$1200	6-8 banners approximately 6' x 10 feet at \$200 each
Graphic Design. Site One Gateway Mural Project	Labor	\$400	Generate image files to send to the printer for mesh banners
Mural Painting Fee: Alex McGuigan. Site One Gateway Mural Project	Labor	\$2000	Fee paid to the artist for concept and time to paint a mural approximately 15 feet by 26 feet.
Substrate and Paint Gateway Mural Project	Materials	\$800	Vinyl substrate for the mural, primer, paint, hardware
TOTAL PROJECT COST		\$6400	

Project Sources & Leveraged Income Detail

Note: Adjust to include as many line items as required. Edit to remove any line items that do not apply. Within the "notes" column please describe the status of the funding source ("guaranteed", "pending", or "Resurgent Places funding").

In order to be eligible for an award, total guaranteed funding plus total Resurgent Places funding should be equal to or greater than the total proposed project cost.

	Source	Amount	NOTES (explain status)
Resurgent Places Award Requested	MassDevelopment	\$6400	Status: Resurgent Places funding
Resurgent Places Crowdfunding Goal	Community fundraising		
Staff Time Donated: 50 hours	Director of RiverCulture/ fiscal agent	\$1000	Town of Montague Support
Staff Time Donated: 8 hours	Town Planner	\$288	Town of Montague Support
Staff Time Donated 12 hours	Montague DPW	\$216	2 men at \$18 each for 6 hours
Volunteer In-Kind	TF Cultural District Stakeholders and committee members	\$720	8 community volunteers, six hours each at \$15
Total pending income	6400		
Total guaranteed income	2224		
Total Resurgent Places income	6400		
TOTAL PROJECT INCOME	8624		

Expanded Narrative: How this project will support the Commercial District

8/13/20

Site One: Mural Installation

Largely non-descript, the municipal parcel on Avenue A features a wide expanse of lawn and one story brick building formally used as a convenience store. The lawn is used primarily used by people enjoying ice-cream and take-out meals from local restaurants. A large gateway mural at this site would announce the arrival of the Turners Falls Cultural District with more excitement, and further activate the lawn. Due the closing of Spinner Park, the lawn is being more frequently used by residents of Power Town Apartments, one of the largest subsidized housing complexes in Franklin County.

Site Two: Spinner Park Construction Site Mitigation

The beautification and art integration project at the Spinner Park Construction site is vital for the Cultural District's economic recovery. We cannot hide the fact that we are losing businesses. Directly abutting the unsightly construction site are a block of five businesses in a beautifully renovated multi-use retail building; two businesses are gone, two business remain, one business is still unsure if they will continue. The Turners Falls Cultural District must put its "best face forward" in order to attract new creative entrepreneurs. To accomplish this, the Turners Falls Cultural District is working with the Town of Montague to 1.) Beautify the constructions site by adding an affirmative, community- based art installation to the construction fencing and, 2.) Implementing improvements to normalize pedestrian access around the site including the addition of an ADA ramp, temporary painted walkways and barricades to caution motorists of the new pedestrian pattern.

The projects funded by the Resurgent Places Grant will support economic recovery by creating a BOLD gateway to the commercial district, a more attractive setting for diners and shoppers, and a lively lawn to program community events. Art integration will project the necessary level of creativity and confidence needed to attract new business and catalyze the economy through COVID. Additionally, two local artists with brick and mortar stores will be employed by the Resurgent Places Grant, making them less likely to vacate their downtown storefronts.



MONTAGUE PLANNING AND CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •
PHONE: 413-863-3200 EXT 207 • FAX: 413-863-3222

July 16, 2020

MassDevelopment
Commonwealth Places
99 High Street
Boston, MA 02110

RE: Town of Montague Resurgent Places Application

To whom it may concern,

Many businesses have closed on Avenue A. Others are operating at very limited capacity. The Shea Theater and Great Falls Discovery, and library have been shuttered since March. Our suite of annual events have been cancelled and now our one downtown park is closed for construction. Downtown Turners deeply needs some beautification and artistic inspiration to help raise people's spirits.

The proposed Turners Falls Art Integration and Streetscape Improvement Plan will do just that. I believe that the proposed complementary projects would be impactful in response to the economic shock being experienced in downtown while remaining consistent with the public art strategy identified in the Downtown Turners Falls Livability Plan. I am confident that the Turners Falls Cultural District has the ability to complete the scope of work quickly and to a high standard.

The proposed sites are owned by the municipality and the Cultural District has permission to complete the projects as outlined in the application. If awarded, the mural project at Second Street and the construction mitigation project at Spinner Park would receive support from the Montague Department of Planning and the Department of Public Works. RiverCulture, the creative economy program for the Town of Montague, will act as fiscal agent for the Turners Falls Cultural District.

The Town of Montague is pursuing a complimentary MASS DOT Shared Streets and Spaces Grant to improve pedestrian safety between downtown and Unity Park. The Art Integration and Streetscape Improvement Plan dovetails nicely with the ongoing work of the Planning Department and would be very helpful to the economic recovery of downtown Turners Falls.

Sincerely,

Walter Ramsey, AICP
Town Planner
planner@montague-ma.gov

WendyB-Montague Board of Selectmen

From: Jonathan Dobosz
Sent: Wednesday, September 23, 2020 1:17 PM
To: WendyB-Montague Board of Selectmen
Subject: BOS

Hello,
Could I get five minutes Monday night to request the creation of a gift account for Unity's Community Garden?

Jon Dobosz, CPRP, CPO
Director of Parks & Recreation
Montague Parks & Recreation Dept.
56 First St.
Turners Falls, MA 01376
(413) 863-3216



Town of Montague
Personnel Status Change Notice
New Hires

Employee # _____

Board Authorizing Appointment: Selectboard Meeting Date: 9/28/2020

Authorized Signature: _____

Board Authorizing Wages: Selectboard Meeting Date: 9/28/2020

Authorized Signature: _____

General Information:

Full name of employee: <u>Christina Forde</u>	Department: <u>WPCF</u>
Title: <u>Administrative Assistant</u>	Effective date of hire: <u>10/05/2020</u>

New Hire:

Permanent: <u>X</u> Y _____ N _____	If temporary, estimated length of service: _____
Hours per Week: <u>20</u>	Union: <u>NAGE</u>

Wages:

Union: <u>NAGE</u>
Wages: Grade <u>B</u> Step <u>2</u> Wage Rate: <u>\$17.99</u> (annual/ hourly)
Notes:

Copies to:

- | | | |
|------------------|------------------|--------------------------|
| _____ Employee | _____ Department | _____ Board of Selectmen |
| _____ Treasurer | _____ Accountant | _____ Retirement Board |
| _____ Town Clerk | | |

WendyB-Montague Board of Selectmen

From: david detmold <daviddetmold@gmail.com>
Sent: Tuesday, September 22, 2020 10:44 AM
To: WendyB-Montague Board of Selectmen.
Subject: New Appointments to Tree Advisory Committee

To the Selectboard, Town of Montague
Sept. 22nd, 2020

The Montague Tree Advisory Committee currently has two open seats. Since we formed the committee a few years ago, we have tried to find qualified candidates from each of the five villages to serve. Now we are pleased to forward the applications of Jeffery Warren, from Millers Falls, and Annabel Levine, from Montague City, to fill the seats left vacant some months ago by the departures of Zhoa Hong Wen from Millers Falls and Leslie Brown from Montague City. Their letters of interest to fill those vacant seats will be forwarded to you. The tree committee has discussed their qualifications and hope the selectboard will appoint Jeffrey Warren and Annabel Levine at your earliest convenience.

Thank you,
David Detmold, chair
Montague Tree Advisory Committee



Virus-free. www.avast.com

WendyB-Montague Board of Selectmen

From: david detmold <daviddetmold@gmail.com>
Sent: Tuesday, September 22, 2020 10:45 AM
To: WendyB-Montague Board of Selectmen
Subject: Fwd: Tree advisory letter of interest

Letter of intent to join Tree Advisory Committee from Jeffrey Warren - forwarded by David Detmold, chair, Montague Tree Advisory Committee

----- Forwarded message -----

From: JEFFREY WARREN <jpiercwarren@comcast.net>
Date: Fri, Sep 18, 2020 at 12:26 PM
Subject: Tree advisory letter of interest
To: david detmold <daviddetmold@gmail.com>

David,

Please accept this letter in support of my interest to serve on the town's Tree Advisory Committee. I have lived in Millers Falls since 1999 when I moved to the area to pursue a master's degree in landscape architecture, which I was awarded in 2005. I currently work at a multi-disciplinary firm in Williamston, MA, but prior to my current position, I was employed at the Economic Development Council of Western Massachusetts. As a design professional, I am happy to use my expertise to enhance community resource that is often underappreciated.

Sincerely,

Jeff Warren-Pukis

413.768.0537

Annabel Levine
132 Montague City Road
Turners Falls, MA 01376
7814927663
annabellelevine@gmail.com

09/22/2020

Town of Montague Selectboard
c / o Wendy Bogusz
Montague Town Hall
1 Avenue A
Turners Falls, MA 01376

Dear Selectboard,

My name is Annabel Levine and today I am writing a letter of intent to join the Montague Tree Committee. I have been attending meetings for two years now as a coordinator of the Great Falls Apple Corps, a volunteer group in Turners that focuses on edible landscaping and community gardening. Now, I seek to join the committee officially. I hope by doing so I am able to continue to advocate for public trees and plantings..

Thank you for your time.

Sincerely,

Annabel Levine

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Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Jan Doody

Name of business/group sponsoring proposed event if applicable: Grandparent Support group
United Arc

If applicable, number of years your organization has been running this event in Montague? NA

Address 294 Avenue A, Turners Falls

Contact phone 978-575-0152

Contact email janetdoody@~~gmail~~
unitedarc.org

FID _____
Dates of proposed event Oct 6 Oct 13
Sept 8/rain: Sept 15 Location: Peskeompskut

Hours 12:00-1:30 Set Up: 11:30-12:00 Clean Up: 1:30

Approximate number of people expected to attend 12

What provisions will be made regarding clean up of site? We will pack up all trash

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other lunch

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

This will be a gathering of our Grandparents Raising Grandchildren Support group. We will have a picnic lunch & amusements for children who attend, such as coloring & bubbles.

Fully & specifically describe the premises upon which the proposed event is to take place.

We will use the pavilion at the park.
We will bring tables & chairs.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services NA

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

This will be a short, quiet & low key event.

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

NO need for either

What provisions will be made regarding first aid and emergency medical care?

First Aid kit will be on premises

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? NA

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant [Signature]

Date 8/19/20 9/22/20

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments

Date: _____

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____

Safety Plan -

People will bring their own chairs.
People will sit 6 feet apart; children will be with their grand~~children~~parents.
People will be required to wear masks except while eating.
Hand sanitizer will be provided.
Food will be single serving sandwiches (wrapped) + single serving drinks, chips & dessert.

12



Selectboard
Town of Montague
1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108
FAX: (413) 863-3231

September 28, 2020

Mr. Mark Southard, Director
Division of Community Services
Department of Housing and Community Development
Commonwealth of Massachusetts
100 Cambridge Street – Suite 300
Boston, MA 02114

RE: CDF G – G 2018 – Montague – 00831
Final Quarterly Report

Dear Mr. Southard,

As Chief Elected Official for the Town of Montague, I have reviewed and accepted the FY2018 Montague Community Development Block Grant's final quarterly report.

If you should have any questions please do not hesitate to contact Brian McHugh, Director of Community Development, Franklin County Regional Housing and Redevelopment Authority's (HRA) at 413.836.9781 x 125 or bmchugh@fcrhra.org, as administering agent for the above referenced grant.

Sincerely,

Richard Kuklewicz, Chairman
Board of Selectmen

Cc: Golnaz Tabatabai, Emily McLaughlin, DHCD
Brian McHugh, HRA

FINAL QUARTERLY PROGRESS REPORT 2018

QPR #9 – 2018 – Montague – 00831

09.30.20

1. Management/Administrative Issues: Management/Administrative Issues: None to report.

2. Project Status/Accomplishments:

HOUSING REHAB: The goal of this grant activity is to complete housing rehab work on 2 units in the town of Montague. HRA has 4 units complete and 1 unit is under construction.

TOWN OF MONTAGUE	
Units Complete	5
Units under Construction	0
Units in scoping and bidding	0
TOTALS	5

LEAD PAINT REPORTING:

* Applicable Lead Paint Requirement:

Housing Constructed before 1978	3
Exempt: Housing Constructed 1978 or later	0
Otherwise exempt	2
Exempt: Hard costs <= \$5,000	0
TOTAL	5

* Lead Hazard Remediation Actions:

Lead Safe Work Practices (24 CFR 35.930(b)) (Hard Costs <= \$5,000)	0
Interim Controls or Standard Practices (24CFR 35.930 ©) (Hard costs \$5,000 - \$25,000)	0
Abatement (24CFR 35.930 (d)) (Hard Costs > \$25,000)	3
TOTAL	3

PERFORMANCE MEASURES – ACTIVITY 4C:

* Housing Rehabilitation Units

Units occupied by elderly	2
Units moved from substandard to standard	5
Units made accessible	1
Units qualified as EnergyStar	5
# brought into compliance with lead safety rules	3

SOCIAL SERVICE ACTIVITY: All FY18 Montague Social Service Activities have concluded as of 12/31/2019.

- **The Brick House Youth Opportunities for Leadership and Organizing Program (YOLO)**
- **LifePath, Inc. Home Delivered Meals Program**
- **Montague Catholic Social Ministries Family Literacy Program**
- **The Western Massachusetts Recovery Learning Community – Montague Expansion**

PUBLIC FACILITIES/INFRASTRUCTURE:

Rutter's Playground and Park Construction Project – This activity is complete.

3. PUBLIC BENEFIT: N/A

4. PROGRAM INCOME: None to report.

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 13, 2020**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Montague DPW Garage, 128 Turners Falls Road, Turners Falls, Massachusetts, on Tuesday, October 13, 2020, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to amend the vote taken under Article #6 of the June 13, 2020 Annual Town Meeting, which appropriated \$10,481,863 for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, by reducing the amount to be raised by taxation by \$109,000, so that the total amount raised by taxation is reduced from \$10,481,815.70 to \$10,372,815.70, and to amend **Schedule III: Town Operating Budget**, as shown on the **Revised Schedule III: Town Operating Budget**, set forth below, with all other line items remaining unchanged, or to pass any vote or votes in relation thereto.

Revised Schedule III: Town Operating Budget

Dept. #		Article #6 06/13/20 FY21	Revised FY21
	GENERAL GOVERNMENT		
151	Town Counsel	90,000	80,000
155	Information Technology	58,100	62,100
159	Shared Costs	72,759	74,759
190	Public Bldg Utilities	141,320	106,320
	HUMAN SERVICES		
543	Veterans' Services	98,400	88,400
	MISCELLANEOUS		
910	Employee Benefits	2,298,057	2,238,057
Total Town Operating Budget		10,481,863	10,372,863

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$50,000, or any other amount, for the purpose of replacing the Council on Aging roof and any other necessary exterior repairs, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Council on Aging Request)

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$5,000, or any other amount, for the purpose of hiring professionals to survey the parcels comprising Montague Center Park in support of its future redevelopment or use, and anything incidental or related thereto, or to pass any vote or votes in relation thereto.

(Parks & Recreation Commission Request)

ARTICLE 4: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,000, or any other amount, for the purpose of making necessary improvements to the Shea Theater fire protection system, and anything incidental or related thereto, or to pass any vote or votes in relation thereto.

(DPW Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, or otherwise provide the sum of \$820.49, or any other amount, which represents the net premium paid to the Town upon the sale of the Town's \$5,785,000 DPW Facility Bonds dated January 22, 2020, to pay costs of the DPW facility authorized by the vote of the Town passed March 29, 2018, and to reduce the amount authorized to be borrowed for such project by such amount, as set forth in M.G.L. c. 44, §20 or any other applicable law, or pass any vote or votes in relation thereto.

(Accountant Request)

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount,

for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Town General Stabilization Fund	61,507
Town Capital Stabilization Fund	200,259
OPEB Trust Fund	118,000
GMRSD Stabilization Fund	39,185
FCTS Stabilization Fund	68,000
Total:	486,951

(Finance Committee Request)

ARTICLE 8: To see if the Town will vote to transfer from Free Cash the sum of \$73,652, or any other sum, to the Town Capital Stabilization Fund, said sum representing the approximate amount collected by the Town from the assessment of the cannabis retail sales tax during fiscal year 2020; and to transfer from Free Cash the sum of \$35,791, or any other sum, to the Town Cannabis Impact Fee Stabilization Fund, said sum representing the approximate amount collected by the Town from the assessment of cannabis impact fees during fiscal year 2020; or pass any vote or votes in relation thereto.

(Finance Committee Request)

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of increasing the Fiscal Year 2021 Reserve Fund budget, or pass any vote or votes in relation thereto.

(Finance Committee Request)

ARTICLE 10. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$82,000, or any other amount, for the purpose of obtaining engineering, design, permitting, bidding, oversight and construction services related to the capping of the former Montague Burn Dump, and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$39.90, or any other amount,

for the purpose of paying a prior year bill of the Board of Health, or pass any vote or votes in relation thereto.

(BOH Request)

ARTICLE 12. To see if the Town will vote to authorize the Selectboard to petition the General Court for special legislation to change the date of the Annual Town Election from the third Monday in May of each year to the third Tuesday in May each year, or pass any vote or votes in relation thereto.

The petition for special legislation shall take the following form; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, or pass any vote or votes in relation thereto.

AN ACT RELATIVE TO THE DATE FOR THE ANNUAL TOWN ELECTION IN
THE TOWN OF MONTAGUE

Be it enacted by the Senate and House of Representatives in the General Court assembled, and by the authority of the same as follows:

SECTION 1. Section 1 of Chapter 9 of the Acts of 1974 is hereby amended by striking the word "Monday" in the first sentence and replacing it with the word "Tuesday".

SECTION 2. This act shall take effect upon passage.

(Town Clerk Request)

ARTICLE 13. To see if the Town will vote to amend Section 2 from the Town's General Bylaws, relative to the date of the Annual Town Election, as show below, provided, however, that any amendments approved pursuant to this article shall not take effect unless and until the Legislature enacts amendments to Chapter 9 of the Acts of 1974 relative to the date of the Annual Town Election, as set forth in Article 12 of the Warrant for this Town Meeting, or pass any vote or votes in relation thereto.

The bylaw amendment will strike section 2 of the Town's General Bylaws, which currently reads as follows:

ANNUAL AND SPECIAL MEETINGS

Section 2: The annual meeting for the election of Town officers required by law to be elected by ballot shall be held on the first Monday in March of each year. *(This section

was rescinded at a Special Town Meeting on 11/15/1973, by the following act passed by the General Court on February 22, 1974.)

Chapter 9, Acts of 1974, "An act relative to the dates of the Annual Town Election and Town Meeting held in the Town of Montague". Be it enacted as follows:

Notwithstanding the provisions of any general or special law or by-law of the Town of Montague to the contrary, said Town shall hold the Annual Town Meeting for the election of Town officers and the determination of such matters as by law or vote of the Town are required to be elected or determined by official ballot on the third Monday in May of each year. All other business shall be considered at a meeting to be held on the first Saturday of May of each year. Separate warrants may be posted for said election and business meetings.

And replace it with the following:

ANNUAL AND SPECIAL MEETINGS

Section 2: Notwithstanding the provisions of any general or special law or by-law of the Town of Montague to the contrary, said Town shall hold the Annual Town Meeting for the election of Town officers and the determination of such matters as by law or vote of the Town are required to be elected or determined by official ballot on the third Tuesday in May of each year. All other business shall be considered at a meeting to be held on the first Saturday of May of each year. Separate warrants may be posted for said election and business meetings.

(Town Clerk Request)

ARTICLE 14. To see if the Town will vote to authorize the Selectboard to take the following actions in connection with the construction of a new 5th Street pedestrian bridge and related purposes:

(1) acquire an easement, approximately 16' in width, across the FirstLight Canal, for the placement of a new 5th Street pedestrian bridge, said bridge to be located southerly of the existing 5th Street vehicular bridge and the 1880 County Layout, as well as such easements at the eastern and western termini of the new pedestrian bridge as may be needed for access thereto, including wheelchair and other ADA-compliant access infrastructure, all as shown on a plan entitled "5th Street Pedestrian Bridge and Intersection Improvements Montague, MA," prepared by McMahon Associates, Inc., a copy of which plan is on file with the Town Clerk;

(2) acquire temporary construction easements at or near the site of the new 5th Street pedestrian bridge, including for access and related purposes in order to construct said bridge;

(3) relinquish such rights the Town may have for the installation and maintenance of utilities, located across, upon and under the Strathmore pedestrian bridge, serving 20 Canal Road, and, in exchange therefor, obtain an easement for utilities, including, but not limited to, water and sewer, as deemed necessary and convenient, across, upon and under the new 5th Street pedestrian bridge;

(4) acquire an easement, to pass and repass, for vehicular and pedestrian traffic, and for utilities, commencing at or near the western terminus of the new 5th Street pedestrian bridge, in a northeasterly direction, along Canal Road to and across the so-called IP bridge;

(5) acquire easements at or near the location of the existing Strathmore pedestrian bridge, for the purpose of installing, constructing, operating, maintaining, repairing and replacing a bridge, for vehicular and pedestrian traffic;

all of the foregoing rights and easements to be acquired on such terms and conditions as determined by the Selectboard to be in the best interests of the Town; to authorize the Selectboard to accept all grants and funding to accomplish the foregoing; and, further, to negotiate and execute any and all agreements as may be necessary or convenient to accomplish the purposes of this Article, or pass any vote or votes in relation thereto.

(Selectboard Request)

Given under our hands this ____ day of September in the Year of Our Lord Two Thousand and Twenty.

Michael Nelson

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectmen, Town of Montague

Franklin, ss Montague, MA September ____, 2020

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least fourteen days before said meeting as within directed.

Constable of Montague

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 13, 2020**

MOTIONS

ARTICLE 1. MOVED: That the Town vote to amend the vote taken under Article #6 of the June 13, 2020 Annual Town Meeting, which appropriated \$10,481,863 for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, by reducing the amount to be raised by \$109,000, so that the total amount raised is reduced from \$10,481,863 to \$10,372,863; with \$47.30 to be raised from Transportation Infrastructure Fund Receipts Reserved for Appropriation and \$10,372,815.70 to be raised from Taxation, and to amend **Schedule III: Town Operating Budget** as shown on the **Revised Schedule III: Town Operating Budget**, set forth below.

Revised Schedule III: Town Operating Budget

Dept. #	Article #6 06/13/20 FY21	Revised FY21	
GENERAL GOVERNMENT			
151	Town Counsel	90,000	80,000
155	Information Technology	58,100	62,100
159	Shared Costs	72,759	74,759
190	Public Bldg Utilities	141,320	106,320
HUMAN SERVICES			
543	Veterans' Services	98,400	88,400
MISCELLANEOUS			
910	Employee Benefits	2,298,057	2,238,057
Total Town Operating Budget		10,481,863	10,372,863

ARTICLE 2: MOVED: That the Town vote to appropriate the sum of \$50,000 for the purpose of replacing the Council on Aging roof and any other necessary exterior repairs, including any and all incidental and related costs, said sum to be raised from Free Cash.
(Council on Aging Request)

ARTICLE 3: MOVED: That the Town vote to appropriate the sum of \$5,000 for the purpose of hiring professionals to survey the parcels comprising Montague Center Park in support of its future redevelopment or use, and any incidental or related costs, said sum to be raised from Free Cash.

(Parks & Recreation Commission Request)

ARTICLE 4: MOVED: That the Town vote to appropriate the sum of \$4,000 for the purpose of making necessary improvements to the Shea Theater fire protection system, and any incidental or related costs, said sum to be raised from Free Cash.

(DPW Request)

ARTICLE 5: MOVED: That the Town vote to appropriate the sum of \$820.49 which represents the net premium paid to the Town upon the sale of the Town's \$5,785,000 DPW Facility Bonds dated January 22, 2020, to pay costs of the DPW facility authorized by the vote of the Town passed March 29, 2018, and to reduce the amount authorized to be borrowed for such project by such amount, as set forth in M.G.L. c. 44, §20 or any other applicable law, said sum to be raised from Fund Balance Reserved for Excluded Debt.

(Accountant Request)

ARTICLE 6: MOVED: That the Town vote to appropriate the sum of \$12,500 for the purpose of purchasing and installing cable related equipment for MCTV and any incidental or related costs, said sum to be raised from PEG Access Funds Receipts Reserved for Appropriation.

(Selectboard Request)

ARTICLE 7: MOVED: That the Town vote to appropriate the following sums for the purpose of increasing the special purpose funds set forth below with \$232,951 to be raised from Taxation and \$254,000 to be raised from Free Cash.

Fund	Taxation (\$)	Free Cash (\$)	Total (\$)
Town General Stabilization	61,507		61,507
Town Capital Stabilization	82,259	118,000	200,259
OPEB Trust Fund	50,000	68,000	118,000
GMRSD Stabilization	39,185		39,185
FCTS Stabilization		68,000	68,000
Total	232,951	254,000	486,951

(Finance Committee Request)
 Special Town Meeting Motions
 October 13, 2020
 Page 2 of 5

ARTICLE 8. MOVED: That the Town vote to transfer from Free Cash the sum of \$73,652 to the Town Capital Stabilization Fund, said sum representing the approximate amount collected by the Town from the assessment of the cannabis retail sales tax during fiscal year 2020; and to transfer from Free Cash the sum of \$35,791 to the Town Cannabis Impact Fee Stabilization Fund, said sum representing the approximate amount collected by the Town from the assessment of cannabis impact fees during fiscal year 2020.

(Finance Committee Request)

ARTICLE 9. MOVED: That the Town vote to appropriate the sum of \$50,000 for the purpose of increasing the Fiscal Year 2021 Reserve Fund budget, said sum to be raised from Free Cash.

(Finance Committee Request)

ARTICLE 10. MOVED: That the Town vote to appropriate the sum of \$82,000 for the purpose of obtaining engineering, design, permitting, bidding, oversight and construction services related to the capping of the former Montague Burn Dump, and any incidental or related costs, with \$32,000 to be raised from Free Cash and \$50,000 to be raised from Town Capital Stabilization.

(Selectboard Request)

ARTICLE 11. MOVED: That the Town vote to appropriate the sum of \$39.90 for the purpose of paying a prior year bill of the Board of Health, said sum to be raised from Free Cash.

(BOH Request)

ARTICLE 12. MOVED: That the Town vote to authorize the Selectboard to petition the General Court for special legislation to change the date of the Annual Town Election from the third Monday in May of each year to the third Tuesday in May each year, as specified in Article 12 of the Warrant.

The petition for special legislation shall take the following form; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition.

AN ACT RELATIVE TO THE DATE FOR THE ANNUAL TOWN ELECTION IN THE TOWN OF MONTAGUE

Be it enacted by the Senate and House of Representatives in the General Court assembled, and by the authority of the same as follows:

Special Town Meeting Motions
October 13, 2020
Page 3 of 5

SECTION 1. Section 1 of Chapter 9 of the Acts of 1974 is hereby amended by striking the word "Monday" in the first sentence and replacing it with the word "Tuesday".

SECTION 2. This act shall take effect upon passage.

(Town Clerk Request)

ARTICLE 13. MOVED: That the Town vote to amend Section 2 from the Town's General Bylaws, relative to the date of the Annual Town Election, as show below, provided, however, that any amendments approved pursuant to this article shall not take effect unless and until the Legislature enacts amendments to Chapter 9 of the Acts of 1974 relative to the date of the Annual Town Election, as set forth in Article 12 of the Warrant for this Town Meeting, or pass any vote or votes in relation thereto.

The bylaw amendment will strike section 2 of the Town's General Bylaws, which currently reads as follows:

ANNUAL AND SPECIAL MEETINGS

Section 2: The annual meeting for the election of Town officers required by law to be elected by ballot shall be held on the first Monday in March of each year. *(This section was rescinded at a Special Town Meeting on 11/15/1973, by the following act passed by the General Court on February 22, 1974.)

Chapter 9, Acts of 1974, "An act relative to the dates of the Annual Town Election and Town Meeting held in the Town of Montague". Be it enacted as follows: Notwithstanding the provisions of any general or special law or by-law of the Town of Montague to the contrary, said Town shall hold the Annual Town Meeting for the election of Town officers and the determination of such matters as by law or vote of the Town are required to be elected or determined by official ballot on the third Monday in May of each year. All other business shall be considered at a meeting to be held on the first Saturday of May of each year. Separate warrants may be posted for said election and business meetings.

And replace it with the following:

ANNUAL AND SPECIAL MEETINGS

Section 2: Notwithstanding the provisions of any general or special law or by-law of the Town of Montague to the contrary, said Town shall hold the Annual Town Meeting for the election of Town officers and the determination of such matters as by law or vote of the Town are required to be elected or determined by official ballot on the third Tuesday in May of each year. All other business shall be considered at a meeting to be held on the

first Saturday of May of each year. Separate warrants may be posted for said election and business meetings.

(Town Clerk Request)

ARTICLE 14. That the Town vote to authorize the Selectboard to take the actions to obtain and relinquish certain rights and easements, as specified in Article 14 of the Warrant, in connection with the construction of a new 5th Street Pedestrian Bridge, with all of the rights and easements to be acquired on such terms and conditions as determined by the Selectboard to be in the best interests of the Town, and further to authorize the Selectboard to accept all grants and funding to accomplish the purposes of this vote, to negotiate any and all agreements as may be necessary or convenient to accomplish the purposes of this vote, and to execute any and all documents to carry out the purposes of this vote.

(1) acquire an easement, approximately 16' in width, across the FirstLight Canal, for the placement of a new 5th Street pedestrian bridge, said bridge to be located southerly of the existing 5th Street vehicular bridge and the 1880 County Layout, as well as such easements at the eastern and western termini of the new pedestrian bridge as may be needed for access thereto, including wheelchair and other ADA-compliant access infrastructure, all as shown on a plan entitled "5th Street Pedestrian Bridge and Intersection Improvements Montague, MA," prepared by McMahon Associates, Inc., a copy of which plan is on file with the Town Clerk;

(2) acquire temporary construction easements at or near the site of the new 5th Street pedestrian bridge, including for access and related purposes in order to construct said bridge;

(3) relinquish such rights the Town may have for the installation and maintenance of utilities, located across, upon and under the Strathmore pedestrian bridge, serving 20 Canal Road, and, in exchange therefor, obtain an easement for utilities, including, but not limited to, water and sewer, as deemed necessary and convenient, across, upon and under the new 5th Street pedestrian bridge;

(4) acquire an easement, to pass and repass, for vehicular and pedestrian traffic, and for utilities, commencing at or near the western terminus of the new 5th Street pedestrian bridge, in a northeasterly direction, along Canal Road to and across the so-called IP bridge;

(Selectboard Request)

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Thursday, September 24, 2020 12:03 PM
To: WendyB-Montague Board of Selectmen
Subject: FW: Cares Act Funding
Attachments: Air & Surface Pro+ Illustration Sheet.pdf; Active-Pure-SS.PDF

Please position this as a tentative item on next Monday's agenda.

Thanks - Steve

From: Joanne Blier [<mailto:joanne.blier@gmrtd.org>]
Sent: Tuesday, September 22, 2020 4:59 PM
To: StevenE - Montague Town Administrator; Ray Purington/Gill Selectboard
Cc: Brian Beck; Heath Cummings
Subject: Cares Act Funding

Hi Ray and Steve,

As we continue to prepare our buildings to bring staff and students back onto campus, we are quickly going through our Cares act funding that sunsets on December 30th. I wanted to check in with each of you about your Cares Act funding, should you have any excess capacity.

We have some work to be done on our heat transfers and ventilation systems in both the elementary and the secondary buildings which will probably be in the range of \$80-100K and have placed an order over \$80K for air purification systems for each of our classrooms in place of upgrading our filter systems. We feel that this solution will work better while allowing the univents to provide air exchanges. This work is in addition to the PPE, plexiglass dividers, tents, sanitation equipment, technology equipment, storage units for excess furniture, etc that we have been purchasing over the past several months. If the Towns have any excess Cares act funds they wish to "share" with the district, we could spend it in a heartbeat! The Town of Erving has funds for their secondary students in our building and so we will be working with them to spend those funds as well.

We are purchasing a variety of HEPA filter/Purifiers/Air scrubbers based on room size. Here is a summary of the ones we are purchasing and the number of each and cost by building:

Air Purifiers/scrubbers	>700 sq ft	<700	<500	<200	#	Cost
High School	39	17	11		106	\$ 40,694
Gill	10	1		2	23	\$ 8,337
Hillcrest	16		1	7	40	\$ 12,997
Sheffield	24				48	\$ 18,216
Total	89	18	12	9	217	\$ 80,244
Purchase from	Cohen (scrubbers)	Compugroup medical (CGM)	Sterling Printing			
Cost per unit	\$759	\$549	\$160	\$99		

I've attached info sheets for the units for the largest classrooms and will forward you info on the smaller units.

We are still awaiting some estimates for the work that will need to be done in the buildings to provide more ventilation. I can forward those to you as soon as we have received estimates and determined our plan of action.

We appreciate any assistance you can offer!

Thank you!

Joanne

Joanne Blier
Director of Business & Operations
Gill-Montague Regional School District
35 Crocker Ave
Turners Falls, MA 01376
(413) 863-3251

vollara AIR & SURFACEPRO⁺

This compact air purifier uses ActivePure[®] Technology to destroy odors, eliminate smoke and reduce contaminants in the air and on surfaces.

WHAT'S POLLUTING YOUR HOME?

- Cooking odors
- Pets
- Mold spores and pollen
- Garbage cans
- Kids' athletic clothing
- Outdoor smog

WHAT IT DOES

- Reduces airborne and surface contaminants
- Freshens air and removes odors in stale environments
- UVC light mimics cleansing nature of sunlight
- Reduces dirt and dust from the air
- Negatively charged ions reduce small particles and airborne pollutants

SO WHAT IS ACTIVEPURE[®] TECHNOLOGY?

ActivePure is based on technology originally developed by NASA. It is proven to reduce up to 99% of surface micro-organisms and dramatically reduce airborne contaminants and allergens in the air.

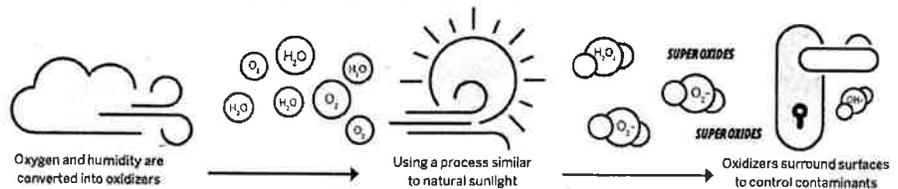
In 2017, ActivePure[®] Technology was inducted into the Space Technology Hall of Fame by The Space Foundation.



HOW ACTIVEPURE[®] WORKS

ActivePure has been proven to reduce and eliminate viruses, bacteria and allergens in the air and on every surface. It works by harnessing microscopic oxygen and water molecules in the air that then go through our purification units, which are equipped with an ActivePure honeycomb matrix.

While inside the matrix, the molecules are transformed into friendly-yet-powerful oxidizers. As they're released back into the air, these supercharged ActivePure molecules seek and rapidly destroy contaminants, fungi, mold, and odor-causing bacteria – even ones that try to hide in hard-to-reach places.



ACTIVEPURE[®] AROUND THE WORLD

Veterinary Care



Liberty Bell



Hotel Rooms



Schools



Training Facilities



Nursing Homes

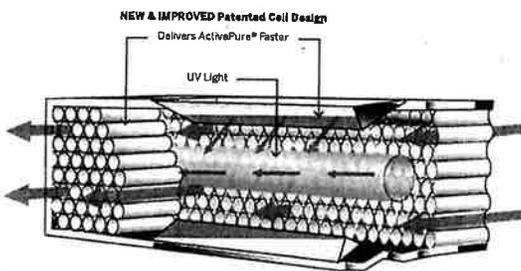


ADDITIONAL UNIT FEATURES

- Positive and Negative Multipoint and RF Ion Generation
- Five Speed Fan
- Adjustable Purifier Control (A-PURE+ only)
- LCD Display
- HEPA and Activated Carbon filters
- Depart Room Function w/ Adjustable Digital Timer
- Maintenance Reminders
- Replaceable ActivePure[®] Cell
- Removable Rear Grill
- Universal Power Supply with cords



PATENTED CELL DESIGN



SPECIFICATIONS

MODEL	VOLLARA AIR & SURFACE PRO ⁺ (A1040B)
Electrical	<ul style="list-style-type: none"> • 100 - 240VAC 50/60 Hz External Power Supply • 43 watts Max • Positive & Negative ion generation
Dimensions	11.75" high x 9.5" wide x 10" deep
Weight	7.6 pounds
Purification Plate Output (High Mode)	>2.0 ppm ozone
Coverage	Covers a range of 500 sq. ft. to 3,000 sq. ft. (42 m ² to 279 m ²)*
Warranty	Three Year Limited Warranty

* Depends on variables such as severity and frequency of pollution, humidity, and temperature.

NOTE: This unit does not meet California requirements and cannot be shipped to California.

KEY SCIENTIFIC STUDIES

National Academy of Sciences, 2011 Jun; S-1 Climate Change, the Indoor Environment, and Health. Committee on the Effect of Climate Change on Indoor Air Quality and Public Health; Institute of Medicine Journal of Rapid Methods & Automation In Microbiology, 2007 Nov; 15(4):359-68 Efficacy of Radiant Catalytic Ionization and Ozone Generators at Reducing Microbial Populations on Stainless Steel Surfaces. M.T. Ortega, L.J. Franken, P.R. Hatesohl, J.L. Marsden.

Department of Animal Sciences and Industry, K-State Food Science Institute, Kansas State University, Manhattan, KS 66506 Environ Sci Technol. 2007 Jan 15; 41(2):606-12. Control of Aerosol Contaminants in Indoor Air: Combining the Particle Concentration Reduction with Microbial Inactivation. S.A. Grinshpun, A. Adhikari, T. Honda, K.Y. Kim, M. Toivola, K.S. Ramchander Rao, T. Reponen. Center for Health-Related Aerosol Studies, Dept. of Environmental Health, University of Cincinnati, 3223 Eden Avenue, Cincinnati, OH 45267



Before ActivePure® Technology



After 8 hours with ActivePure® Technology

Before and after laboratory tests showing reductions of airborne contaminants with ActivePure® Technology.

Based on preliminary test results. Field results may vary. Results do not constitute scientific substantiation.

ActivePure® Air & Surface Pro+



SPECIFICATIONS

Electrical	100 - 240VAC 50/60 Hz External Power Supply 43 watts, Max Positive and Negative ion generation
Dimensions	11.75" high x 9.5" wide x 10" deep
Weight	7.6 pounds
Purifications Plate Output (High Mode)	> 2.0 ppm
Coverage	Covers a range of 500 sq. ft. (42 m2) to 3000 sq. ft. (279 m2)
Warranty	Three year limited warranty



15c

WendyB-Montague Board of Selectmen

Subject: FW: Public Comment Open: DOR DESE municipal funding for education study

From: StevenE - Montague Town Administrator
Sent: Thursday, September 24, 2020 4:49 PM
To: WendyB-Montague Board of Selectmen
Subject: FW: Public Comment Open: DOR DESE municipal funding for education study

From: Comerford, Joanne (SEN) [mailto:Jo.Comerford@masenate.gov]
Sent: Monday, September 21, 2020 5:33 PM
To: Comerford, Joanne (SEN)
Cc: Freedman, Jared (SEN); Cohen, Elena (SEN)
Subject: Public Comment Open: DOR DESE municipal funding for education study

Thank you for your tireless service, especially in this most difficult time.

I'm writing to seek your engagement in a public comment period for an important study about the ability of municipalities to fund K-12 education.

Thanks to stellar advocates and educators in our region, since before taking office, I heard about the financial burden that our municipalities are under when it comes to paying for education, especially in districts with low and declining enrollment. I also heard about the inequity baked into the state's Chapter 70 education funding formula which privileges bigger and wealthier districts, and the ways in which some municipalities are constrained by the Prop 2.5 cap.

So, when the Legislature took up education funding reform through the Student Opportunity Act (SOA), I joined with Rep. Blais to include language requiring the Department of Revenue (DOR) and the Department of Elementary and Secondary Education (DESE) to report on "the impact of Proposition 2½ on the ability of municipalities to make their required local contributions in the short-term and long-term and recommendations to mitigate the constraints of Proposition 2½."

DESE and DLS also must report on "the equity, predictability and accuracy of the method of determining each municipality's ability to contribute toward education funding and the calculation of each municipality's required local contribution."

The full text of the study and report that is required by the Student Opportunity Act is included below.

The Division of Local Services within DOR, along with DESE [just announced the public comment period for this local contribution study \(click here for more information\).](#)

[They need to hear from our district and are requesting that responses be sent by October 16 via an online survey \(click here to access\).](#)

Your testimony will be crucial to ensuring this study captures the unique burden being felt in our district, as well as solutions that work for our municipalities and our schools.

If it works for you, I warmly welcome you to send my office a copy of what you submit through the online form, so that I can amplify your comments in my own testimony. **Remember, your testimony must be submitted no later than October 16.**

Please reach out to me or Jared if we can offer any support whatsoever.

Warmly,

Jo

<https://malegislature.gov/Laws/SessionLaws/Acts/2019/Chapter132>

SECTION 21. (a) The division of local services within the department of revenue and the department of elementary and secondary education shall jointly conduct a study and report on the equity, predictability and accuracy of the method of determining each municipality's ability to contribute toward education funding and the calculation of each municipality's required local contribution as defined in section 2 of chapter 70 of the General Laws; provided, however, that the division and the department shall solicit public comment.

(b) Not later than December 1, 2020, the division of local services within the department of revenue and the department of elementary and secondary education shall file a report with the clerks of the senate and the house of representatives, the chairs of the joint committee on education and the chairs of the senate and house committees on ways and means.

The report shall include, but not be limited to: (i) a summary of target aid share and local contribution changes first instituted in chapter 139 of the acts of 2006 and their impact on the equity, predictability and accuracy of the method of determining required local contribution and target local share; (ii) a survey of changes in municipal required local contribution as a share of the foundation budget from fiscal year 2006 to fiscal year 2020, inclusive, for districts of different target share levels, including a review of the number of communities with a maximum local contribution of 82.5 percent of the foundation budget; (iii) an assessment of the impact of enrollment demographics, including districts with flat or declining enrollment, on the distribution of chapter 70 school aid and the relationship between target local share and the chapter 70 school aid share of the foundation budget; (iv) an analysis of the accuracy in the calculation of municipal combined effort yield and the municipal revenue growth factor in determining a municipality's ability to contribute; (v) an analysis of the impact of statewide increases to the foundation budget on target local share and required local contribution; (vi) an analysis of the impact of Proposition 2½ on the ability of municipalities to make their required local contributions in the short-term and long-term and recommendations to mitigate the constraints of Proposition 2½; (vii) an analysis of the placement of municipalities in a labor market area for the purpose of determining their wage adjustment factor and the advisability of alternate methods of determining municipality wage adjustment factors; and (viii) an assessment of the impact of the 82.5 percent maximum local contribution of foundation on the equity of required local contributions and the distribution of chapter 70 school aid