

MONTAGUE SELECTBOARD MEETING

1 Avenue A and VIA ZOOM

Monday, May 1, 2023

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/89426352204>

Meeting ID: 894 2635 2204 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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** Approve Selectboard Minutes from April 24, 2023
- 3. 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
- 4. 6:34** Mark Wisnewski, Rocket Science dba The Rendezvous
 - Execute License to use Real Property for the use of town parking lot adjacent to the Rendezvous, 78 Third Street from 4/1/23 to 12/1/23
- 5. 6:40** Mike Naughton, Six Town Regionalization Planning Board
 - Committee Updates and impending vacancies
- 6. 6:50** Library Director, Caitlin Kelley
 - Use of Steps in front of the Montague Center library on 5/24/23, 6/7/23, and 6/14/23 for a free, three-part concert series
 - Request to close Center Street in Montague Center directly in front of the library for the duration of the concerts
- 7. 6:55** Kathy Lynch, Montague Village Store, 60 Main Street, Montague Center
 - Entertainment License 5/19/23, 6/15/23, 7/20/23, 8/18/23, 9/15/23
- 8. 7:00** Linda Tardiff, The Shea Theater
 - One Day Beer and Wine License for Suds and Song at 60 Main Street, Montague on: 5/19/23, 6/15/23, 7/20/23, 8/18/23, 9/15/23
- 9. 7:05** Maureen Pollock
 - Reserve Fund Transfer Request: \$1,500 to be transferred from the Reserve Fund to account #001-5-480-5211-000, Charging Station Electricity.

Montague Selectboard Meeting

Monday May 1, 2023

Page 2

10. 7:10 Suzanne LoManto, Assistant Planner
- Use of Peskeompskut Park: Free Summer Events co-sponsored by RiverCulture on August 12, 2023 (rain date August 13, 2023) schedule of events provided Pocumtuck Homeland Festival, August 5 and 6, 2023
 - Request to close First Street from top of hill (by Maple St.) and at the corner of L Street as well as Unity Park Hill, please see map attached in meeting material
 - Entertainment Permit
 - Execute Agreement with Northfield Mountain LLC/FirstLight MA Hydro for use of property along the river for Pocumtuck Homeland Festival
11. 7:15 Personnel Board
- Request for cell phone stipend for Ryan Paxton, \$5.77/week, effective May 8, 2023
 - Appoint Tess Poe to the RiverCulture Steering Committee through 6/30/24
 - Appoint Lisa Davol to the RiverCulture Steering Committee through 6/30/24
 - Consider Kathern "Beanie" Pierce Candidacy for Town Clerk Position
 - Hear recommendation of the Town Clerk Qualifications Review Panel
 - Appoint Kathern "Beanie" Pierce as Transitional Town Clerk at Grade G, Step 5, Effective May 2, 2023 through June 30th 2023
 - Acknowledge and Decommission Temporary Hiring Committees
 - Town Clerk Qualifications Review Panel
 - Health Director Hiring Committee
 - Town Planner and Conservation Agent Hiring Committee
 - Assistant Town Administrator Hiring Committee
12. 7:25 Consider use of ARPA to fund the following wastewater infrastructure category projects
- Clean Water Facility Septage Receiving Station Upgrade (\$264,000)
 - Clean Water Facility Operations Building Boiler Replacement (\$113,500)
 - Clean Water Facility Rough Terrain Vehicle (\$25,000)
 - Provide update on ARPA Social Service Agency Gap Funding Requests
13. 7:35 Assistant Town Administrator, Walter Ramsey
- Authorize Green Communities Grant Application: \$40,000 to fund the conversion of Montague Center Streetlights to LED and \$15,000 toward the purchase of plug-in hybrid SUV for town inspectional services.
 - Authorize expenditure of up to \$14,000 from unexpected engineering to fund 11th Street Bridge Engineering Study. Said funds to be backfilled by anticipated Annual Town Meeting appropriation.
14. 7:45 First Light Federal Energy Regulatory Commission License Renewal (Steve)
- Review of Proposed FirstLight Recreational Settlement Agreement, if available
 - Discuss Recreational Settlement Agreement Terms Relative to Fish & Flows Agreement
15. 7:55 Town Administrator Business
- Update Relative to New EPA NPDES Permit and potential cost implications
 - Update on Colle/Shea Roof Replacement Bid Award Process
 - Plan for FY24 Board and Committee Appointments
 - Communication Plan for Annual Town Meeting
 - Trash and Recycling Collection Bids due May 9, 2023
 - Topics not anticipated within the 48hr posting

OTHER:

Announcements:

- “Clean Sweep” Bulky Waste Recycling Day, May 13, 2023, 9:00 AM to Noon, Shelburne Falls, Whately and Northfield

Next Meetings:

- Pre-Town Meeting, Saturday May 6, 2023 at 8:00AM in the cafeteria at Turners Falls High School, 222 Turnpike Rd, Turners Falls
- Annual Town Meeting, Saturday May 6, 2023 at 9:00AM in the theater at Turners Falls High School, 222 Turnpike Rd, Turners Falls
- Selectboard Meeting, Monday, May 8, 2023 at 6:30 PM via ZOOM

LICENSE TO USE REAL PROPERTY
CAFÉ LICENSE
(Article IV, Sections 4, 5 and 6)

This instrument is a license ("Café License") by and between the Town of Montague ("Licensor") and Mark Wisnewski, Rocket Science dba The Rendezvous, ("Licensee") with a principal place of business at 78 Third Street, Turners Falls, Massachusetts, its employees, agents, contractors and representatives

Whereas, the Café Licensee is the owner and operator of a bar/restaurant known as "The Rendezvous", the holder of an "Alcoholic Beverages Control Commission (ABCC), All Alcoholic Beverages, Section 12 License" ("Liquor License") which is located at 78 Third Street, Turners Falls,

Whereas, the Licensee has petitioned the Town of Montague Board of Selectmen for the issuance of a Café License and the extension of the "Liquor License" for the purpose of placing an 18' x 84' outdoor area of approximately 75 seats to the right of the Business Site in a portion of the Town parking lot. (hereinafter referred-to as the "Café Premises" or the "Premises").

Whereas, the Licensor is the owner of the public parking lot abutting the Business Site and the Board of Selectmen is responsible for the care, custody, control and maintenance of said public parking lot; and

Whereas, the Board of Selectmen are willing to allow Licensee to use a portion of the Town's parking lot, on a temporary basis, for the operation of a café adjacent to the Business Site.

Now, therefore, Licensor hereby grants to Licensee the right to place outside bar, tables, tent, chairs, stools to occupy and use the Café Site as described below in conjunction with the Business Site subject to the following terms and conditions:

1. REFERENCE DATA

Date of License: April 1, 2023

Mailing Address of Licensor: Montague Board of Selectmen
One Avenue A
Turners Falls, Massachusetts 01376

Mailing Address of Licensee: Rocket Science dba The Rendezvous
78 Third Street
Turners Falls, MA 01376

Permitted Use: Café License – operation of an 18' x 84' outdoor eating and drinking area adjacent to and contiguous to the Business Site as depicted on the Plan attached hereto as "Exhibit 1" and allowing appurtenances, including but not-limited to tent, outside bar, tables, chairs, fencing/bollards that can be easily removed without damage to the Café Premises and subject to the conditions set forth herein.

Term of License: April 1, 2023 to December 1, 2023

Renewable on an annual basis

Consideration to be paid by
Licensee:

One Dollar (\$1.00)

2. DESCRIPTION OF THE CAFÉ PREMISES AND BUSINESS SITE

The Café Premises shall consist of the area adjacent to and contiguous to the Business Site as depicted on the Plan attached hereto as "Exhibit 1" and as described below:

The Café Premises is 18' x 84' of the town owned public parking lot area adjacent to 78 Third Street.

Use of the Café Premises will be on a daily basis, Sunday through Saturday, from 11:00 AM to 10:00 PM

The Business Site is 78 Third Street, Turners Falls, MA consisting of a two story wood frame building, bar on first floor, one room subdivided, bar, Kitchen area, dining area, front deck area, two bathrooms, cellar for storage, and apartment on 2nd floor. 5 Entrances/exits (three in back of building, two in front). The business site currently operates under an ABCC Liquor License

The Licensee shall have the obligation to prevent encroachment onto space not covered by this License. To accomplish this goal, the Licensee shall install a non-movable and temporary system of enclosure around the Café Premises.

The Licensee shall provide safe and adequate access to patrons making use of the Cafe Premises and 78 Third Street and to pedestrians making use of the sidewalk and public way adjacent to the Café Site.

3. CONDITION OF PREMISES

Licensee acknowledges and agrees that it accepts the Premises in "as is" condition for the purpose of this License, and that Licensors has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Licensee of all permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, including but not limited to the Town of Montague Board of Selectmen and the Massachusetts Alcoholic Beverages Control Commission, and compliance by the Licensee with such permits and licenses.

5. ALTERATION OF THE PROPERTY

Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by said Permitted Use.

6. LICENSEE'S EQUIPMENT

Licensee may bring such furniture and other equipment upon the Premises as would ordinarily be used to undertake the Permitted Use.

Licensee shall ensure that all structures comprising the Premises, including but not limited to Tent, outside bar, chairs, tables, fencing, bollards will be easily removed during periods of non-use and at the expiration of this License. All such items shall be removed no later than the last effective date of this License.

Licensor reserves the right to require the Licensee to remove all furniture, equipment and structures from the Premises if and when it determines it to be necessary.

7. UTILITIES

Licensor makes no representation as to the operation, presence or adequacy of any utilities for the Permitted Use and Licensor has no obligation to supply any such utilities to the Premises.

8. CONDUCT OF LICENSEE

Compliance with Laws

Licensee shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.

Sanitation

Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse or construction debris.

Security

Licensor is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.

Costs of Operations

Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

Operations Limited to Permitted Use

Licensee shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License and except for any requirement set forth in this License.

9. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensors shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensors, or its employees, agents, contractors or invitees.

10. INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless the Licensors against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.

11. INSURANCE

The Licensee shall keep in force, at its sole cost and expense, during the full term of this License, comprehensive public liability insurance, in the amount of one million dollars (\$1,000,000), insuring the Licensee and the Licensors against all claims and demands for personal injury or damage to or diminution in value of any property which may be claimed to have occurred upon the Premises or as a result of the exercise by Licensee of the rights granted by this License and naming the Licensors as a named insured. Failure to obtain and keep in force said insurance, and failure to provide the Licensors with proof of same, shall automatically terminate this License and any rights granted herein.

12. RIGHTS OF LICENSOR TO ENTER

The Licensors reserves the right and the Licensee shall permit the Licensors and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensors's sole discretion, provided that Licensors's use shall not interfere with Licensee's Permitted Use.

13. TERMINATION

This License is terminable at any time by the Licensors or the Licensee following notice by certified U.S. Mail, return receipt requested, to the other party. This License shall expire on the date specified in such notice.

14. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.

15. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.

The Licensee is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the Licensee in any contract or to incur any liability for or on the part of the Licensee.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

This License is to take effect as a sealed instrument.

LICENSOR: Town of Montague

By: Board of Selectmen

Date: _____

LICENSEE: Rocket Science LLC dba The Rendezvous

Authorized Signature

4/6/23
Title

Print Name: Christopher Janke

Date: 4/6/23

Six-Town Regionalization Planning Board (STRPB)
Towns of Bernardston, Gill, Leyden, Montague, Northfield and Warwick
2022 Annual Town Report

The Six-Town Regionalization Planning Board (STRPB), serving the towns of Bernardston, Gill, Leyden, Montague, Northfield, and Warwick concluded its third round of community forums. After almost four years of research on the educational and financial feasibility of forming a new Pre-K through 12 regional school district with the Gill-Montague and Pioneer Valley Regional School Districts as the centerpiece of this study, the Planning Board is hopeful that it will be ready to make a recommendation to the Towns soon.

In June of 2022, two in- person teacher and staff forums were held to better understand their thinking on how this might benefit students. Ideas regarding expanded academic learning opportunities, additional programs and services, enhanced athletic and extra- curricular possibilities were shared. These meetings were facilitated by Mary Broderick and the results can be found in her report dated July 2022. This can be found on the STRPB's website: <https://sites.google.com/view/strpb/reportssurveys>, see report "The Six Town Regionalization Planning Board Report on Teacher/Staff Thinking," July 2022.

In November, a remote meeting was held for Gill and Montague town officials, fincoms, and other interested parties. This was followed by the same representation in an in-person meeting at the Bernardston Senior Center for the four towns in the Pioneer Valley Regional School District. This was an opportunity to present information and hear comments and suggestions.

Both GMRSD and PVRSD have been experiencing declining enrollment over the past two decades. This trend is a result of many factors, including a declining and aging regional population, school choice, and competition from private and charter schools. Declining enrollment creates both financial and educational challenges for school districts because foundation budgets established by the state (Chapter 70: state revenue for districts) are driven by student enrollment. The Massachusetts Association of Regional Schools (MARS) produced two educational reports for the STRPB which can be found on the board's [website](#). Here is a link to the most recent report: [MARS Report](#)

As the Planning Board moves closer to making recommendations, this annual report is intended to provide the residents with an update of activities planned in the 2023 year and to establish some expectations. Given the fact that we were commissioned by the Towns in accordance with MGL Chapter 71, sec 14 to consider regionalization options in addition to the current districts, it is essential that the Selectboards and other stakeholders provide feedback to the Planning Board. Meetings and forums will be held specifically for this purpose.

Previous grants were awarded by the Department of Elementary and Secondary Education. However, neither the House or Senate provided funding for regionalization studies in the current State budget. Fortunately, the Planning Board was able to secure an Efficiency and Regionalization Grant with the support of our local legislators from the Department of Revenue. We are hopeful that this grant, and your feedback at forums will enable the Planning Board to report its findings for your consideration.

The Planning Board created two primary subcommittees (education and finance) to focus on these areas along with a facilitator and consultants. It is a given that each of these areas are complex and require in-depth study. We have learned that the educational benefits are positive and would result in more courses, programs and services for students. The financial implications require more research. Through our research, it was found that some cost savings were possible in the central office, but it was also presumed those cost savings would be reinvested in student programs and services.

Our research also found that a new district that combined GMRSD and PVRSD would financially be in hold-harmless. We will be updating this data, looking at projected salaries and benefits and other costs that will result in a projected budget. This will help us develop potential assessments for our respective towns. Once we have this information, the Planning Board will meet with Selectboards, (collectively, individually or both) to share our findings and solicit feedback prior to making any recommendation(s). You are encouraged to attend and participate in the discussion.

The Planning Board has also identified some of the challenges in creating a new school district and will solicit feedback on how best to address and/or mitigate them. However, our primary focus remains on the educational and financial implications for students, staff and residents.

The Warwick Selectboard recently discussed its continued interest in the work the STRPB is doing on behalf of the Towns and concluded that even though Warwick has withdrawn from the Pioneer Valley Regional School District, it remains interested in pursuing regionalization alternatives. The Warwick Community School will reopen this Fall and students in grades 7 through 12 will continue their education at Pioneer through a tuition agreement. This agreement is beneficial to both entities. However, if a new regional school district is created this agreement will become null and void and the town may choose to join the new district, subject to a provision that ensures it will continue to operate its elementary school as it has since 1778.

All residents of Bernardston, Gill, Leyden, Montague, Northfield and Warwick are encouraged to participate in as many forums as possible to ensure the Planning Board hears all perspectives in its research.

On behalf of the Planning Board, thank you for taking the time to read this report.

Respectfully submitted,

Alan Genovese, STRPB Chairperson

Greg Snedeker, Vice Chairperson/Secretary/Treasurer



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 Caitlin Kelley

Name of business/group sponsoring proposed event if applicable: Montague Public Libraries

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

Address 201 Avenue A, Turners Falls, MA 01376

Contact phone 413-863-3214 ext. 6 Contact email librarydirector@montague-ma.gov

FID

Dates of proposed event Wednesdays 5/24, 6/7, and 6/14 Location: Steps in front of Montague Center Library

Hours 6:00-7:00PM Set Up: 4:30PM Clean Up: Completed by 7:45

Approximate number of people expected to attend 30-60

What provisions will be made regarding clean up of site? Because the libraries are not providing refreshments, the only clean-up will be removal of sound equipment and chairs

Will the proposed event be:

- ☒ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☐ Other

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

This three-part concert series will feature hour-long sets by a jazz trio, bluegrass band, and blues band respectively. The bands will play from the steps of the Montague Center Library toward the street and the town common. Chairs will be set up and patrons will encouraged to bring their own lawn chairs if they wish. Chief Williams has indicated his willingness to close the portion of Center Street that in front of the library for the duration of the event.

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

The event will take place on the library steps, sidewalk, and the portion of Center Street that is in front of the library.

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: N/A, no vendors

☐ merchandise

☐ food/beverage

☐ alcohol

☐ other services _____

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)

The concerts will not affect public health or safety. The street will be blocked using traffic cones for the hour preceding and the hour following the event.

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

There will not need to be security or traffic control.

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

The Montague Center Library is equipped with a first aid kit and will be open for the duration of the event.

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? _____

No.

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 Caitlin Kelley

Date 4/26/2023

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____



Montague Center
Public Library

concert area

traffic cones block
eastern and western
boundaries of street

Center St

Center St

North St

North St

North St

North St

**TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR**

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)
CHAPTER 140, SECTION 181

Date of Application: 4/26 Date Approved: _____ Fee: _____

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2023 _____
during the following hours:

Sunday	from: _____ to: _____	Thursday	from: 5 PM to: 8PM
Monday	from: 5 PM to: 8PM	Friday	from: 5PM to: 8 PM
Tuesday	from: 5PM to: 8PM	Saturday	from: 5PM to: 8PM
Wednesday	from: 5PM to: 8 PM	Legal Holiday	from: 5PM to: 8 PM

This is a "special entertainment permit" request? DATE: _____ ☐ yes ☐ no

This is an annual renewal? _____ ☐ yes ☐ no

1. NAME OF APPLICANT: Shea Theater on behalf of Montague Village Store
TELEPHONE: 413-648-7432

2. D/B/A: _____

3. PREMISES: Montague Village Store BUSINESS PHONE: _____

4. The specific categories of licensed entertainment sought to be approved are:

☐ Radio ☐ Jukebox ☐ Video Jukebox ☐ Pinball Machines
☐ Wide Screen TV ☐ Television/Cable ☐ Pool Tables

Automatic Amusement Devices: Video Games, Number of: _____ Type: ☐ Video or ☐ Keno

☒ Dancing by patrons size of floor _____
☒ Instrumental Music number of instruments & amplifiers 5
☒ Live Vocalists number of persons/type of show 50
_____ Exhibition type _____
_____ Trade Show type _____
_____ Athletic Event type _____
_____ Play type _____
☒ Readings of Poetry or other
_____ New Years Eve "after midnight entertainment" _____

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: _____ Allowed: _____

Outdoors: Size of area to be used: 1000 square feet Available Parking: YES _____

Alcohol to be served: YES

Linda Tardif

Applicant Signature

*****OFFICE USE ONLY*****

Board of Health

Date

Fire Department, Chief

Date

Police Department, Chief	Date
--------------------------	------

Selectboard, Chair	Date
--------------------	------

Inspector of Buildings	Date
------------------------	------

Town of Montague

Special and One Day Liquor License Regulations



Montague Board of Selectmen Licensing Authority

Adopted by the Board of Selectmen on November 14, 2011
SPECIAL & ONE DAY LIQUOR LICENSE REGULATIONS
MONTAGUE BOARD OF SELECTMEN

INTRODUCTION

In issuing regulations, the Board of Selectmen, as the liquor Licensing Authority of the Town of Montague, is setting forth the expectations of the citizens of Montague as to the conduct of the Town's special and one day liquor license holders. MGL c.138, §14 grants the Licensing Authority the authority to issue or refuse special liquor licenses for the sale of beer and/or wine to managers of events; the statute also grants the Licensing Authority the authority to issue or refuse special liquor licenses for the sale of beer and/or wine or all alcoholic beverages to managers of nonprofit organizations who conduct events.

SECTION 1: GENERAL

- 1.01. A special or one day license for the sale of alcoholic beverages or beer and wine may be granted by the Licensing Authority to "the responsible manager of any organization, conducting any indoor or outdoor activity or entertainment."
- 1.02. Applicants for special or one day licenses must first make arrangements for permission to use proposed license location, prior to the completion of the license application at the office of the Licensing Authority.
- 1.03. The applicant must pay the appropriate fee as currently approved by the Licensing Authority at the time of filing the application and must be present at the Selectmen's meeting to respond to any questions.

SECTION 2: REQUIREMENTS

- 2.01. Prior to the submission of the license application to the Licensing Authority, the licensee shall contact the Montague Police Department in writing to determine the requirements for police coverage.
- 2.02. A police officer or officers shall be hired by the licensee if in the opinion of the Board of Selectmen or the Chief of Police such officer is necessary to maintain order within, and to direct or control vehicular and foot traffic in the areas of the activity or entertainment and to enforce all applicable statutes, local by-laws and regulations.
- 2.03. Objectionable noise from amplifying systems of any kind and/or disorderly conduct is not permitted. Lack of cooperation will be grounds for Police Department termination of activities at any time and will have a bearing on any future permits.
- 2.04. The Police Department, Licensing Authority or its agents shall have the right to check the license at every one day function in order to make certain that its provisions are being adequately enforced.
- 2.05. A copy of the license shall be prominently posted and available for inspection during the hours and at the location for which it is issued. All licensees shall cooperate fully with the Licensing Authority and their agents when they are on the premises investigating complaints or making routine inspections.
- 2.06. The last drink must be served before the closing hour as stated on the approved license. All glasses and bottles must be cleared from the licensed area by fifteen (15) minutes after the closing hour. All patrons must have left the premises by thirty (30) minutes after the closing

hour. Any licensee and his/her employees and/or volunteers may NOT drink after the closing hour.

- 2.07. The licensee shall have successfully completed an alcoholic beverage server training program such as Training for Intervention Procedures by Servers (TIPS) for restaurants and lounges. Licensee must become re-certified every three years and provide the Town with an updated certificate. All other persons or employees of the licensed establishment who sell or serve alcoholic beverages shall receive, at minimum, in-house training similar to that received under TIPS prior to selling or serving alcoholic beverages. The training program shall include proper procedures for verifying that patrons are at least 21 years of age and not intoxicated.
- 2.08. No licensee nor person responsible for selling or serving alcoholic beverages at an event shall consume any alcoholic beverages on the day(s) for which a one day liquor license is granted.
- 2.09. No alcoholic beverages shall be sold or given to anyone under twenty-one (21) years of age, under the influence of drugs or to an intoxicated person.
- 2.10. Failure to comply with any of the above regulations may result in termination of license privileges and will have a bearing on future one day liquor license applications.
- 2.11. Alcohol for the event must be purchased from an authorized source (list available at www.mass.gov/abcc)
- 2.12. Applications must be submitted at least sixty (60) days prior to the event.
- 2.13. In order to comply with all storage requirements under M.G.L. c. 138, Licenses will be issued for three or four days to allow for proper delivery, storage and disposal of all alcoholic beverages purchased.

Adopted by the Board of Selectmen on November 14, 2011
TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

_____ Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

 X _____ Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: 5/19, 6/15, 7/20, 8/18, 9/15

1. Full name, address and phone number(s) of the organization making this application: 2. Full name, address and phone number(s) of manager who shall be responsible for the license:

Linda Tardif

83 Second Street, Turners Falls MA 01376 857-272-2265

Managing Director, Shea Theater Arts Center 413-648-7432

71 Avenue A PO BOX 773 Turners Falls 01376

3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation. **YES**_NO

4. Nature of Event Number of Attendees

Around 50 people, a local free event produced in partnership with the Montague Village Store and Shea Theater called SUDS and SONGS where beer and wine will be available for sale to support the Village Store. The event features local musicians playing outside of the Montague Village Store in the parking lot.

5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES___X_____ NO_____

6. Location where event shall be held:

Montague Village Store

60 Main St, Montague, MA 01351

7. Has the approval of the property owner been obtained? **YES**_NO

8. Exact times of the license: FROM 5 o'clock AM/**PM** TO 8 o'clock AM/**PM**

9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months? **YES**_NO
If so, when? 2022 Suds and Songs Collaboration between Shea Theater and Montague Village Store

10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? **YES**_NO

The Shea currently has a beer and wine license, with All alcohol license pending

11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.

12. Proof of Liquor Liability Insurance provided? Date

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Authorized Representative and Title Date *Linda Tardif* Managing Director 4/26/23

Office Use Only:

Date Approved: _____

Days Permit Issued For: _____

Dates License Issued for: _____

Police Chief Signature: _____

Select Board Chair Signature: _____

Store

Parking Lot

Green

REQUEST FOR TRANSFER FROM THE RESERVE FUND

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the Massachusetts General Laws.

1. Amount requested: \$1,500.00
2. To be transferred to account number 001-5-480-5211-000
Account Title Charging Station Electricity
3. Present balance in said line item appropriation: \$2,205.65

The amount requested will be used for (give specific purpose):

To pay final electric bills for electric vehicle charging.

This expenditure is extraordinary and/or unforeseen for the following reasons:

We did not expect to have to pay the network fees in FY2023, so we did not budget for them.

Officer/Department Head

Date: April 26, 2023

ACTION OF OVERSIGHT BOARD

Date of Meeting: _____ Number present & voting: _____

Transfer recommended in the amount of \$ _____ Transfer disapproved: _____

Chairperson _____

ACTION OF FINANCE COMMITTEE

Date of Meeting: _____ Number present & voting: _____

Transfer voted in the amount of \$ _____ Transfer disapproved: _____

Chairperson, Finance Committee

From July 2022 to June 2023

Transaction	Period	Date	Transaction Description					Vnd#	Vendor Name	Document#	Trn Amount
010962-000084	Aug 2022	07/27/22	6th	St	EV	6/9-7/11	42	4348	Eversource	AP V 177852 VE	280.10
010962-000085	Aug 2022	07/27/22	2nd	St	EV	6/9-7/11	497	4348	Eversource	AP V 177853 VE	283.81
010983-000095	Sep 2022	09/06/22	6th	St	EV	7/11-8/10	252	4348	Eversource	AP V 178636 VE	180.87
010993-000077	Sep 2022	09/14/22	2nd	St	EV	7/11-8/10	306	4348	Eversource	AP V 178937 VE	179.99
010999-000026	Oct 2022	09/28/22	6th	St	EV	8/10-9/9	85	4348	Eversource	AP V 179211 VE	150.97
010999-000027	Oct 2022	09/28/22	2nd	St	EV	8/10-9/9	464	4348	Eversource	AP V 179212 VE	208.30
011021-000034	Nov 2022	10/27/22	2nd	St	EV	9/9-10/7	431	4348	Eversource	AP V 179832 VE	276.42
011021-000035	Nov 2022	10/27/22	6th	St	EV	9/9-10/7	8	4348	Eversource	AP V 179833 VE	105.46
011039-000032	Dec 2022	11/23/22	6th	St	EV	10/7-11/7	37	4348	Eversource	AP V 180464 VE	36.62
011039-000033	Dec 2022	11/23/22	2nd	St	EV	10/7-11/7	500	4348	Eversource	AP V 180465 VE	341.63
011057-000075	Dec 2022	12/21/22	2nd	St	EV	11/7-12/8	726	4348	Eversource	AP V 181069 VE	339.84
011057-000076	Dec 2022	12/21/22	6th	St	EV	11/7-12/8	164	4348	Eversource	AP V 181070 VE	175.67
011081-000125	Feb 2023	01/25/23	2nd	St	EV	12/8-1/10	712	4348	Eversource	AP V 181783 VE	401.60
011081-000126	Feb 2023	01/25/23	6th	St	EV	12/8-1/10	205	4348	Eversource	AP V 181784 VE	70.38
011104-000076	Mar 2023	02/22/23	6th	St	EV	1/10-2/7	191	4348	Eversource	AP V 182296 VE	68.38
011104-000077	Mar 2023	02/22/23	2nd	St	EV	1/10-2/7	760	4348	Eversource	AP V 182297 VE	348.95
011120-000038	Mar 2023	03/16/23	2nd	St	EV	2/7-3/8	581.0	4348	Eversource	AP V 182688 VE	240.26
011120-000039	Mar 2023	03/16/23	6th	St	EV	2/7-3/8	167	4348	Eversource	AP V 182689 VE	105.10
										Expenditure Total	3,794.35

DETAIL STATEMENT OF ACCOUNTS - EXPENDITURE
Itemized Appropriation, Expenditure and Encumbrance Transactions
Account = First thru Last; Mask = 001-5-480-5211-###
From July 2022 to June 2023

Account Number	Account Name	Current Year Budgeted	Period Expenditures	Current Year Expenditures	Encumbrances	Balance Remaining	Percent Left
	Report Totals	6000.00	3794.35	3794.35	0.00	2205.65	36.76



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 Suzanne LoManto
Name of business/group sponsoring proposed event if applicable: River Culture

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

Address 1 Avenue A Turners Falls

Contact phone 413-835-1390 Contact email riverculture@montague-ma.gov
Cell

FID _____
Dates of proposed event See attached Location: Peskeompskut Park

Hours _____ Set Up: _____ Clean Up: _____

Approximate number of people expected to attend _____

What provisions will be made regarding clean up of site? _____

Will the proposed event be:

- ☒ Musical
- ☒ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☐ Other _____

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

Music events in the
bandshell
part of the summer
series

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

Peskeomskut bandshell
and park

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

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)

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

No parking on 7th St
No driving on common

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

on site

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?

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

Date


4/25/23

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____

ADDITIONAL EVENTS 2023 SUMMER SERIES

AUGUST

8/12: Home Body (Music)

Peskeompskut Park Bandshell 2pm-9pm

Raindate: ~~5/13~~ Co-sponsored by RiverCulture

8/13

About Music Events

Performers will get access to electricity and the porta potty from the Director of RiverCulture who is responsible for enforcing common sense rules about using the bandshell and park grounds: No driving on the lawn. No cars parked on Seventh Street- Performers will use the Food City Lot. Moderate music volume. No interference with traffic. Performers will remove trash and recycling. Performers will lock the electrical box and porta potty at the end of the event.

Pocumtuck Home Lands Festival

TOWN OF MONTAGUE APPLICATION FOR AN ENTERTAINMENT LICENSE SPECIAL AND REGULAR

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)
CHAPTER 140, SECTION 181

Date of Application: 4/27/23 Date Approved: _____ Fee: 0

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 23
during the following hours:

Sunday	from: <u>10am</u> to: <u>7pm</u>	Thursday	from: _____ to: _____
Monday	from: _____ to: _____	Friday	from: _____ to: _____
Tuesday	from: _____ to: _____	Saturday	from: <u>10am</u> to: <u>7pm</u>
Wednesday	from: _____ to: _____	Legal Holiday	from: _____ to: _____

This is a "special entertainment permit" request? DATE: _____ { yes } { no }

This is an annual renewal? August 5-6 { yes } { no }

1. NAME OF APPLICANT: Suzanne Lomanto TELEPHONE: _____

2. D/B/A: River Culture

3. PREMISES: Bike Path BUSINESS PHONE: 413-863-3200

4. The specific categories of licensed entertainment sought to be approved are:

_____ Radio _____ Jukebox _____ Video Jukebox _____ Pinball Machines
_____ Wide Screen TV _____ Television/Cable _____ Pool Tables

Automatic Amusement Devices: Video Games, Number of: _____ Type: _____ Video or _____ Keno

☒ Dancing by patrons size of floor Grass
☒ Instrumental Music number of instruments & amplifiers 2 Amps
☒ Live Vocalists number of persons/type of show _____
☒ Exhibition type Native American
_____ Trade Show type _____
_____ Athletic Event type _____
_____ Play type _____
☒ Readings of Poetry or other
_____ New Years Eve "after midnight entertainment"

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: 1500 - 3000 Allowed: _____

Outdoors: Size of area to be used: Unity Park Available Parking: _____

Alcohol to be served: _____ Water front Downtown

Applicant Signature _____

*****OFFICE USE ONLY*****

Board of Health Date

Fire Department, Chief Date

Police Department, Chief Date

Board of Selectmen, Chairman Date

Inspector of Buildings Date



**Board of Selectmen
Town of Montague**

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

**REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION,
OR USE OF PUBLIC PROPERTY
(Not for Peskeompskut Park or Montague Center Common)**

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Suzanne LaManto

Address of applicant: 1 Avenue A

Phone # of applicant: 413-863-3200 ext 115

Name of organization: River Culture

Name of legally responsible person: Town of Montague

Location of assembly: Bike Path (+) Road

Date of assembly: Aug. 5 + Aug 6 Closures

Time of assembly: Begin: 9am End: 6pm

Number of expected participants: _____

If a procession/parade: See attached LST/First

Route: First/Parking

Lot

Number of people expected to participate: Unity Hill

Number of vehicles expected to participate: _____

Subject of demonstration: Pocumtuck Homelands

Festival

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

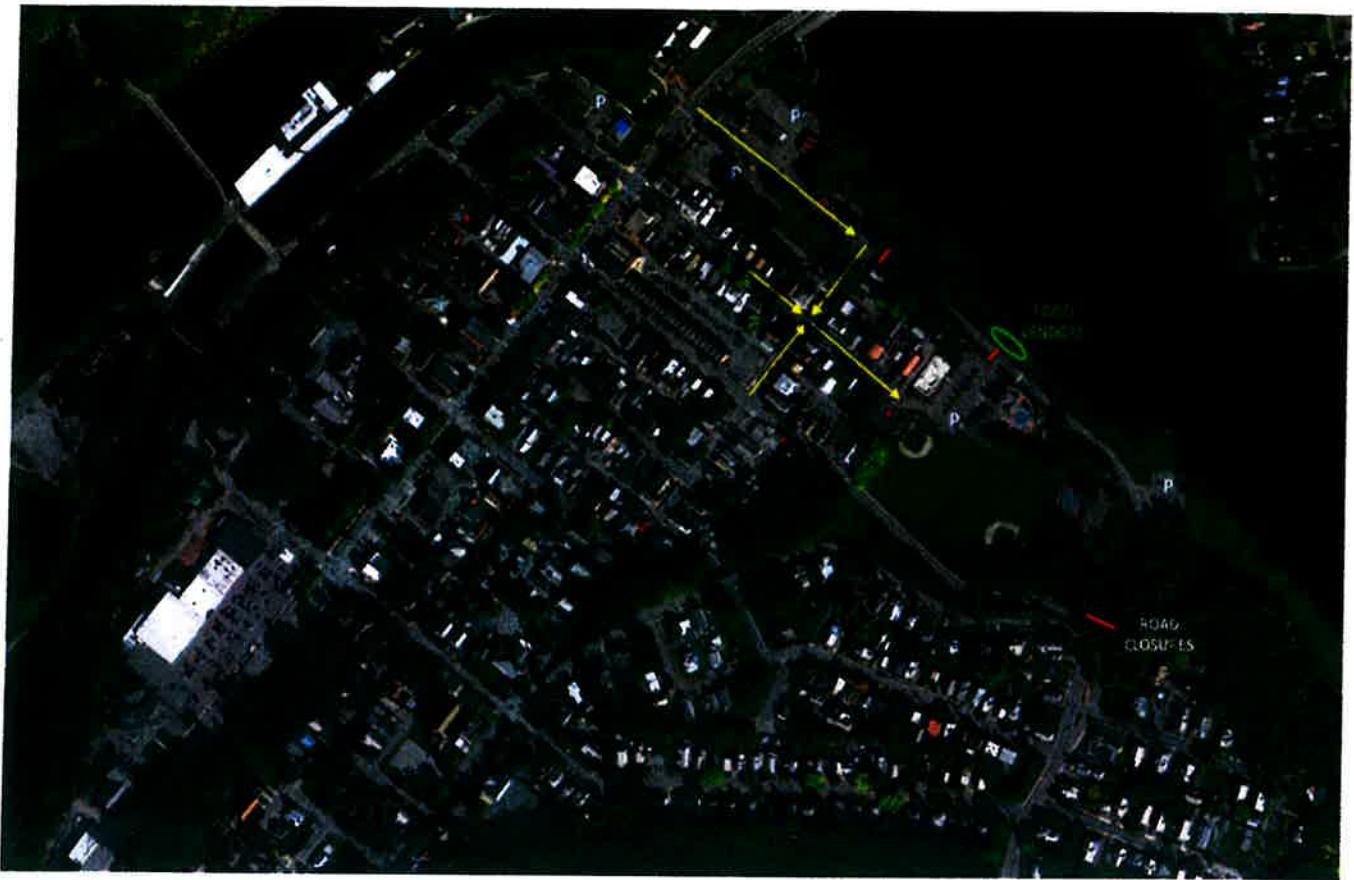
Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



10th Annual Pocumtuck Homelands Festival
August 5-6, 2023 Unity Park Riverfront

Produced by the Nolumbeka Project. Co-sponsored by RiverCulture

Three road closures are marked in red.

Unity Hill is closed to thru-traffic for added safety and peace.

Visitors can enter from Second Street.

RiverCulture will work with the DPW to get barriers and cones.

Public Parking is marked with a blue "P"

Parks and Recreation, The Montague Police and Turners Falls Fire Department
will be notified of the change in traffic patterns.

All food vendors will be licensed through the
Montague Health Department and the Turners Falls Fire Department.

Vendor parking is on one side of First Street only to make room for emergency vehicles.

RiverCulture is responsible for the removal of all trash and recycling.

COVID PLAN

Pocumtuck Homelands Festival

August 5-6, 2023

Most of the following COVID plan is with regards to serve-safe food practices and common sense sanitation:

We have access to rest rooms for hand washing by the public and food vendors.

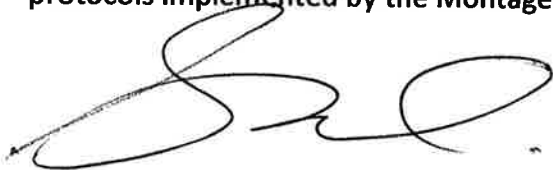
All food vendors will be licensed with the Town and will wear gloves while handling food.

There will be hand sanitizer at the food vendor booths and under the food tent.

The Nolumbeka info tent will also have hand sanitizer.

The event is outdoors, which slows the rate of transmission.

As an event co-sponsored by a municipal program, we are obliged to follow the health protocols implemented by the Montage Health Department and Select Board.

A handwritten signature in black ink, appearing to read 'Suzanne LoManto', with a stylized, cursive script.

Suzanne LoManto

Director of RiverCulture

Insurance Certificate Information

License Agreement excerpt:

10. "INSURANCE.

For as long as this License is in effect, and as a condition of obtaining access to and use of the Property, Licensee must provide to Licensor a certification of liability insurance coverage with respect to the Facility on Acord form 25 or its equivalent, evidencing commercial general liability insurance, with limits of at least \$2,000,000 per occurrence aggregate for bodily injury and property damage. The insurance certificate must identify the location of the Property.

All insurance policies required to be maintained by Licensee pursuant to this License shall be endorsed to: (i) name Licensor, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to Licensor prior to any cancellation or material change in any insurance policy; and (iii) provide a waiver of subrogation in favor of Licensor.

Licensee shall guaranty and ensure that its contractors, subcontractors, agents or representatives performing work or services on the Property have obtained insurance coverages at the limits specified in this License. Licensee will be required to provide evidence of compliance with this section promptly when requested by Licensor. Failure to comply with this section may result in Licensor's termination of this License.

Kindly reference the company in the following manner:

FirstLight MA Hydro LLC

It's directors, officers, employees, and affiliates

99 Millers Falls Road

Northfield, MA 01360

Certificate to be provided to: You or your client can forward it to...

Beth Bazler, Senior Land & Compliance Specialist

FirstLight Power

99 Millers Falls Road

Northfield, MA 01360

Phone: (413) 659-4515

Email: Elizabeth.bazler@firstlightpower.com (client name in subject line please)

**FIRSTLIGHT MA HYDRO LLC
LICENSE AGREEMENT
(Short Term Use)**

This LICENSE AGREEMENT (the "License Agreement" or "License") is made effective as of the date fully executed below by and between **FirstLight MA Hydro LLC**, a Delaware limited liability company in its capacity as the licensee of the Turners Falls Hydroelectric Project, FERC License #1889, ("FirstLight" or "Licensor") and **Town of Montague**, a municipality duly organized under the laws of the Commonwealth of Massachusetts (the "Licensee").

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FirstLight hereby grants a non-exclusive license to Licensee for the Use as defined below and no other use or benefit, on the following terms and subject to the following conditions:

1. **DEFINED TERMS.**

The following terms shall have the meanings specified wherever used in this License Agreement:

- A. **FERC.** The Federal Energy Regulatory Commission.
- B. **PROJECT.** FERC Licensed Project No. 2485 and Project No. 1889 which include the Northfield Mountain, and Turners Falls Projects, and accompanying lands including recreational land, located in or near Northfield, Erving, Gill, Greenfield and Montague/Turners Falls, Massachusetts; Vernon, Vermont; and Hinsdale, New Hampshire.
- C. **PROPERTY.** That certain property further described or defined on Exhibit "A" attached hereto and incorporated herein.
- D. **FACILITY.** If applicable, the facility further described or defined on Exhibit "B" attached hereto and incorporated herein.
- E. **USE.** The use or uses described on Exhibit "B" attached hereto and incorporated herein, and no other use or purpose.
- F. **TERM.** The term or terms designated on Exhibit "B" attached hereto and incorporated herein, provided, however, that the Term may be terminated in advance of its expiration pursuant to the provisions otherwise set forth in this License.
- G. **LICENSE FEE.** The fee, if any, further described in Exhibit "B" attached hereto and incorporated herein.

2. **TERM AND TERMINATION.**

- A. The term of this License shall commence upon the date hereof and continue for the Term designated herein, subject to earlier termination pursuant to the provisions set forth herein. Notwithstanding the designated Term, this License shall expire: (i) immediately upon the date that it is recorded without the prior written consent of FirstLight; (ii) upon Licensee's

failure to cure a default by Licensee hereunder, following written notice of such default from Licenser to Licensee, if the terms hereof expressly provide for such notice and a right to cure; or (iii) if this License would prevent Licenser from complying with any present or future law, license, regulation, rule, order or decree of any governmental or regulatory authority; or (iv) if Licenser is required to do so by any governmental or regulatory authority; or (v) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use.

- B. If termination of this License is required by any governmental or regulatory authority, such termination shall occur on the date so required by said governmental or regulatory authority. If no such date is specified by said governmental or regulatory authority, this License shall terminate upon seven (7) days prior written notice to Licensee.
- C. Termination of this License shall not affect Licensee's obligations under this License Agreement arising on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement. This License Agreement may be terminated at any time by either party upon providing prior written Notice as set forth in Section 4 of Exhibit B.

3. ENFORCEMENT.

- A. Licenser reserves the right to impose enforcement fees for, and otherwise exercise its rights with respect to, any unauthorized use of any portion of the Property, including without limitation, failure to receive prior written approval from Licenser for any new use, violation of this License, or violation of any provision of the FERC license of the Property. Such enforcement action by Licenser may include, but is not limited to: a trespass, cease and desist or similar court proceeding; removal of unauthorized improvements at Licensee's expense; termination or revocation of this License; prohibition of Licensee from receiving any future licenses for use of any portion of the Property; collection of enforcement fees from Licensee of up to One Thousand Dollars (\$1,000) per violation per month, in addition to up to Two Thousand Dollars (\$2,000) for each abandoned or derelict dock located on the Property. Licensee agrees that, as a condition of this License, it will pay all legal fees and expenses incurred by Licenser in bringing any enforcement action against Licensee for the violations described in this section.
- B. If Licenser is cited for a regulatory violation that occurred as a result of Licensee's actions, then Licensee will reimburse Licenser for any fines or fees assessed by such regulatory agency and will cure said violation at Licensee's expense.

4. NO WARRANTIES.

LICENSOR MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE, FITNESS OR CONDITION OF THE PROPERTY OR THE FACILITY, EXPRESS OR IMPLIED, OF ANY KIND, AND LICENSEE USES EACH IN "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS. Licensee hereby acknowledges that it has inspected the Property and has determined that it is suitable for Licensee's Use, that it is not relying on any oral or written representation by FirstLight concerning the Property, and that Licenser is under no obligation to

maintain the Property for Licensee's Use.

5. RIGHTS OF OTHERS.

This License is made without any warranty of Licensor's title and subject to such rights of others as may appear of record or be apparent from inspection. Without limiting the foregoing, Licensee acknowledges that nearby owners of property may have non-exclusive rights to access the Project waters, and/or may be using the Property.

6. COMPLIANCE WITH LAWS.

- A. Licensee understands FERC requires that (i) use of Project land and/or waters by third parties pursuant to a license issued by Licensor not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, (ii) any such third parties take all reasonable precautions to ensure that the construction, operation, and maintenance of structures and facilities covered by this License occur in a manner that protects the scenic, recreational, and other environmental values of the Projects, and (iii) any such third parties not restrict public access to Project lands and/or waters.
- B. Licensee at its sole cost and expense shall comply with all local, county, state or federal laws, codes or ordinances of any description applicable to the Facility and Licensee's Use of the Property including but not limited to zoning, building, engineering, sanitation, health, wetlands, or other environmental laws, and shall promptly remedy any breach of the same. As a condition of entering into the License Agreement, Licensee shall provide evidence reasonably satisfactory to Licensor that all required consents and permits are in force for Licensee's Use.
- C. Licensee understands and agrees that FERC reserves the right to require FirstLight to take reasonable remedial action to correct any violations for the protection and enhancement of the Project's scenic, recreational and other environmental values. Licensee shall promptly remedy Licensee's breach of any law, regulation, permit, license, or term or condition of this License Agreement with respect to the Property or the Facility, at Licensee's sole cost and expense. If Licensee fails or refuses to comply or remedy any such breach, then any cost and expense incurred by Licensor in effecting such compliance or remediating any such breach shall be immediately reimbursed by Licensee upon demand.
- D. Licensee shall not at any time use or store or allow to be released or discharged any pollutant, "hazardous waste" or "hazardous substance" (as those terms may be defined by any applicable federal, state or local law, rule or regulation), or oil, petroleum, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively "Hazardous Substances") on the Property, except of such types and in such quantities and containers as are reasonably necessary for the use of the Property as contemplated herein (for example, handheld containers of gasoline for lawnmowers or boats) and are stored in amounts and containers permitted by applicable environmental, health and safety laws and regulations. Upon Licensor's request, Licensee shall provide evidence reasonably satisfactory to Firstlight that all required consents or permits are in force for Licensee's Use of the Property.

- E. Licensor shall conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as required by law or any regulatory agency or as reasonably warranted due to the use of the Property by the Licensee, to monitor the environmental conditions of the Property and the Project waters, provided that such inspections, site assessments, and tests shall not unreasonably interfere with Licensee's use and enjoyment of the Property and the Project waters. Licensee shall bear the full cost and expense of any such inspections, site assessments and tests, including any related laboratory fees. Licensee shall indemnify and hold Licensor harmless from and against any claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, including without limitation, attorneys', consultants' and laboratory fees, incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Property or to the Project waters from use of the Property by Licensee or those otherwise permitted on the Property by Licensee, any required clean-up or other remedial action on the Property and/or a lien on the Property in favor of any governmental authority for clean-up or other remedial action for such use by such parties.
- F. In the event that archeological materials or human remains are found by Licensee or any party acting on behalf of Licensee during any ground-disturbing activities at or near the Property or the Project, Licensee shall stop such activity immediately and immediately notify FirstLight of such findings. No such further activity shall be permitted until Licensor has concluded its investigation of the findings with the assistance of the State Historic Preservation Officer.

7. PRIORITY OF FIRSTLIGHT OPERATIONS AND RIGHT TO ENTER.

- A. Licensee acknowledges that the License is subject to the terms and conditions imposed by the FERC Project licenses or to be imposed by FERC in connection with any order relative to or affecting this License or any new license issued by FERC for the Project during the term of the License. FirstLight shall have the right to impose additional conditions upon Licensee's use of the Property to assure the safety of Licensor's facilities which are presently or may in the future be located within or in the vicinity of the Property. Licensee shall permit equal and unobstructed use of the Property by all members of the public regardless of race, creed, religion or sexual orientation and in compliance with all federal, state and local laws, regulations, ordinances and requirements.
- B. The operations of the FERC Projects shall have priority over the License herein granted. Following the expiration or earlier termination of this License Agreement, Licensor will not have any obligation to accommodate Licensee's Use.
- C. Licensee acknowledges and agrees that (i) the purpose of the Project is for the generation of electric power; (ii) this License does not affect Licensor's right to alter the level of the Project waters, between 176 and 185 feet above sea level as measured at the Turners Falls Gatehouse, or otherwise continue its use of such waters for its business purposes and Licensor is under no obligation, either direct or implied, to maintain the level of the Project waters at any given point; and (iii) the use of the Property and the exercise of any rights granted hereunder shall not in any way or at any time interfere with any use to which Licensor may put the Project waters or the Property (including, but not limited to,

changing the levels of the waters (up or down), by adding or withdrawing water, flooding with water and ice of the Property or any draining of the Project waters) in connection with the operation of the FERC Projects.

- D. Licensor shall have the right, at any time and without liability or compensation to Licensee, to enter and use the Property for its business purposes, and to install, use, repair, maintain, relocate and remove facilities that presently exist or may in the future be located within the Property as part of FirstLight's business operations.
- E. FirstLight reserves the right to enter upon and use the Property at any time for any purpose, in its sole discretion, including, without limitation, the right to cut and remove wood, brush and timber in connection with the operation of the FERC Projects.
- F. By accepting this License, Licensee releases FirstLight from any and all liability for damages to Licensee's property caused by Licensor's entry and use of the Property or by exercise of its right to flood and flow water.

8. INDEMNIFICATION.

- A. Licensee hereby agrees to defend, release, indemnify, protect and hold harmless FirstLight, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property from and against any and all loss, cost, damage, or expenses, including attorney's fees, arising out of Licensee's Use or occupancy of the Property, including without limitation all claims or suits for loss or damage to: (i) property of any description (including without limitation Licensee's property) or natural resources, including but not limited to damages alleged by other riparian owners, or (ii) personal injury, sickness or death of any person, including without limitation Licensee and its employees, agents, invitees, contractors and guests.
- B. Licensee waives any and all claims for damages it may now or in the future have against any of the Licensor, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property for injuries to persons, or damage to property, including without limitation indirect, incidental and consequential damages, arising out of or traceable to this License, the condition of the Property, or to any use to which Licensor may put the waters of the Connecticut River or the Property, and EXPRESSLY RELEASES such parties from any and all claims, provided the same do not arise out of the gross negligence or willful misconduct of Licensor.

9. LICENSEE'S WARRANTIES.

Licensee warrants that (i) its use of the Property and Project waters covered by this License shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, and (ii) it shall take all reasonable precautions to ensure that the construction, operation and maintenance of all structures, improvements and facilities authorized by this License will occur in a manner that protects the scenic, recreational, and other environmental values of the Project, and (iii) it shall not unduly restrict public access to Project lands and/or waters; and (iv) it will undertake all reasonable measures to ensure that debris, litter, bottles and any other materials are not thrown, dumped or otherwise deposited into the Project land and/or

waters and will promptly clean up any such items that are in the Project waters and are traceable to its operations.

10. INSURANCE.

- A. For as long as this License is in effect, and as a condition of obtaining access to and use of the Property, Licensee must provide to Licensor a certification of liability insurance coverage with respect to the Facility on Acord form 25 or its equivalent, evidencing commercial general liability insurance, with limits of at least \$2,000,000 per occurrence aggregate for bodily injury and property damage. The insurance certificate must identify the location of the Property.
- B. All insurance policies required to be maintained by Licensee pursuant to this License shall be endorsed to: (i) name Licensor, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to Licensor prior to any cancellation or material change in any insurance policy; and (iii) provide a waiver of subrogation in favor of Licensor.
- C. Licensee shall guaranty and ensure that its contractors, subcontractors, agents or representatives performing work or services on the Property have obtained insurance coverages at the limits specified in this License. Licensee will be required to provide evidence of compliance with this section promptly when requested by Licensor. Failure to comply with this section may result in Licensor's termination of this License.

11. DEFAULT AND REMEDIES.

In the event Licensee: (a) fails to fully and completely perform in all material respects all terms, conditions, covenants and promises contained in this License Agreement and such default continues for more than seven (7) days after notice from FirstLight without cure satisfactory to Licensor, or such other time acceptable to FirstLight as is necessary for Licensee to cure a non-monetary default; (b) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (c) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (d) makes an assignment for the benefit of creditors; (e) abandons its Use of the Property and/or the Facility; or (f) suffers this License to be taken on writ of execution; then FirstLight, in addition to all other remedies it may have, shall have the immediate right to terminate this License and to require, at its sole discretion, the removal of the Facility and/or all of Licensee's property from the Property. Licensee will at all times during the Term keep FirstLight informed of the current name, address, telephone number and other relevant contact information for Licensee.

12. FORCE MAJEURE.

To the extent either party is prevented by Force Majeure, as hereinafter defined, from carrying out, in whole or part, its obligations under this License and such party (the "Claiming Party") gives written notice and details of the Force Majeure to the other party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this License (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The party affected by Force Majeure will use

commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations as soon as possible; provided, however, that neither party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues. For purposes of this License, "Force Majeure" shall mean any event or circumstance having an adverse effect upon a party's ability to perform pursuant to this License if such event or circumstance is beyond the party's reasonable control. "Force Majeure" events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of governmental authorities, and strikes or lockouts which materially affect, impact or impede obligations under this License

13. IMPROVEMENTS AND RESTORATION.

- A. Licensee agrees promptly to remove any Facility or other improvements on the Property that become uninhabitable or unsafe, in the judgment of Licensor, during the term of this License. In the event that Licensee fails to do so within thirty (30) days of receipt of written notice from Licensor directing it to remove an unsafe Facility or improvement, Licensor may conduct such removal at Licensee's expense and shall invoice Licensee for all expenses associated with such removal, which invoice shall be due and payable within thirty (30) days of receipt.
- B. At the termination or expiration of this License, Licensee shall promptly remove the Facility, if any, and all of Licensee's personal property from the Property at the Licensee's sole cost and risk and restore the Property to a safe condition reasonably satisfactory to FirstLight within thirty (30) days of the date of such termination or expiration. Any personal property remaining on or near the Property following such thirty-day period may, at the sole option of Licensor, be removed by FirstLight without liability to Licensee with respect to such removed property, and all costs for removal, disposal and restoration shall be paid by Licensee. Licensee will be required to reimburse FirstLight for the expenses of such removal, disposal and any required restoration within thirty (30) days from the date of Licensor's invoice therefor.

14. GENERAL PROVISIONS.

- A. NO WAIVER. Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. SECTION HEADINGS. Section headings in this License are for convenience only and shall not affect the interpretation of the provisions hereof
- C. NOTICES. Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address below, or at such other address for a party as that party may specify by written notice by: (i) delivery in hand, (ii) postage prepaid, United States first class mail, return receipt requested, (iii) overnight delivery service by a nationally-recognized courier, or (iv) email, provided that a copy of such notice is transmitted

to the recipient on the next business day using any one of the preceding delivery methods. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

The mailing addresses of the parties for any such notices are as follows:

FirstLight : Station Operations Manager North
Northfield Mountain
99 Millers Falls Road
Northfield, MA 01360

Fax No.: (413) 659-4459

With a Copy to:

Legal Department
FirstLight Power
111 South Bedford Street, Suite 103
Burlington, MA 01803

Licensee: Town of Montague
c/o Suzanne LoManto
Town Hall
One Avenue A
Turners Falls, MA 01376

Email Address: riverculture@montague-ma.gov

D. MISCELLANEOUS. This License Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns; (v) is not intended to inure to the benefit of any third party beneficiary; and (vi) shall be construed without any provision that is found to be invalid or unenforceable to the extent required to give effect to the remainder of its terms.

E. APPLICABLE LAW. This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws provisions thereof. Any action or proceeding by either party to enforce or interpret this License shall be brought in federal or state court, as appropriate, located in Massachusetts, and Licensee hereby irrevocably and unconditionally waives its right to challenge its agreement that all such actions and proceedings shall be filed in federal or

state court in Massachusetts. Both parties hereby waive a right to trial by jury in any such action.

- F. **LEGAL FEES.** In the event that a party initiates a legal proceeding to enforce the terms of this License, the prevailing party shall be entitled to recover its legal costs, fees and expenses arising out of such enforcement proceeding.
- G. **NO ESTATE CREATED; PREREQUISITE TO ENTRY.** This License Agreement shall not be construed as creating or vesting in Licensee any easement or interest in the Property, but only the limited right of Use under the License hereinabove described. Licensee shall have no right to enter the Property with respect to the Use until FirstLight has received a fully-executed counterpart of this License and Licensee's evidence of insurance coverage in accordance with the requirements of this License Agreement.
- H. **CONFIDENTIALITY.** Licensors and Licensee agree that the terms of this License Agreement are considered confidential and proprietary, and may not be disclosed by either Licensors or Licensee to any third party (except FirstLight's or Licensee's attorneys, contractors and consultants) without the prior written consent of the other party; provided, however, such terms may be disclosed by either party where required by law or by order or direction of any court, commission or other administrative or governmental authority having jurisdiction over the subject matter of the License or the operations and assets of Licensors or Licensee.
- I. **NO TRANSFER OR RECORDING.** This License is personal to Licensee and shall not be assigned, transferred or recorded by Licensee without the express written consent of FirstLight, which consent may be withheld in Licensors's sole and absolute discretion. Any breach of the terms of this paragraph shall render this License immediately terminable at the option of Licensors. Licensors's right to terminate this License under this paragraph shall not be subject to any cure rights provided herein.
- J. **CORPORATE LICENSEE:** If Licensee is a corporation, partnership, limited liability company, trust or other entity, then: (i) each individual executing this License on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of such entity and that such entity has the power and authority to enter into this License and perform its obligations hereunder; (ii) Licensee represents that such entity is duly formed and is in good standing in its jurisdiction of formation and in Massachusetts; (iii) Licensee shall maintain its existence and good standing for as long as this License shall remain in effect; (iv) no ownership or beneficial interest in such Licensee shall be assigned or transferred without the prior written consent of FirstLight; and (v) Licensee shall promptly notify Licensors of any change in its name, existence, jurisdiction of formation or qualification to do business in Massachusetts. Upon request from FirstLight, Licensee shall deliver evidence of such entity's formation, authorization to do business, authorized officers or other representatives, or other entity information reasonably requested.
- K. **INSPECTION.** FirstLight reserves the right to inspect the Property and Facility to determine whether Licensee is in compliance with the terms and conditions of this License. The failure of Licensors to inspect the Property or the Facility shall not relieve

Licensee of any obligation to maintain the Property and the Facility in accordance with the terms and conditions of this License.

- L. **EXERCISE OF RIGHTS.** Any failure of a party to exercise its rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

LICENSOR:

FIRSTLIGHT MA HYDRO LLC

By: _____
Name: Yves M. Georges
Title: Senior Operations Manager North

LICENSEE:

TOWN OF MONTAGUE

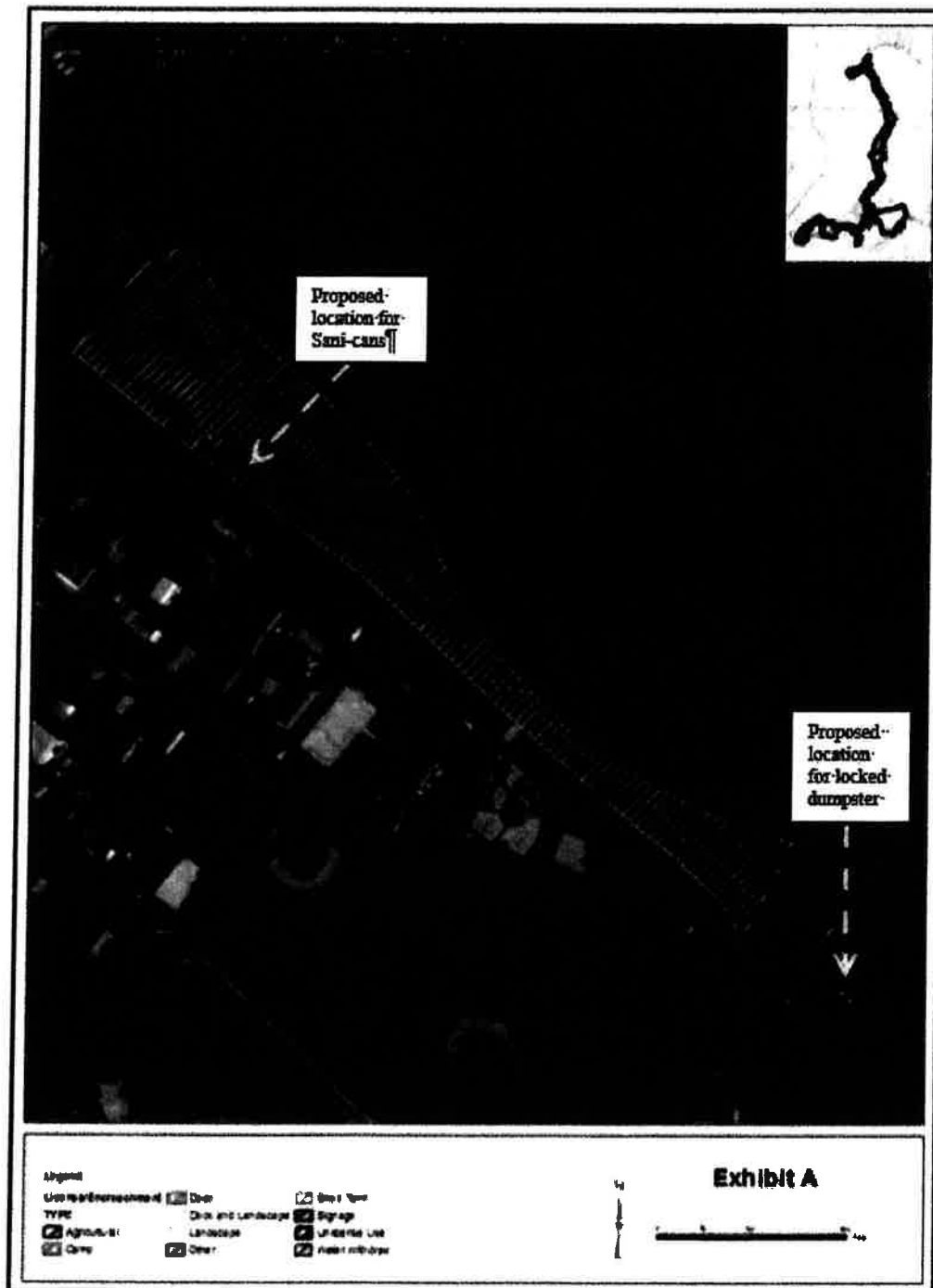
By: _____
Name: Richard Kuklewicz
Its: Selectboard Chair

By: _____
Name: Christopher M. Boutwell, Sr.
Its: Selectboard Vice-Chair

By: _____
Name: Matthew Lord
Its: Selectboard Clerk

EXHIBIT A
[Description of the Property]

That certain property owned by FIRSTLIGHT MA HYDRO LLC, located in **Turners Falls, Massachusetts**, as described in a curative deed dated as of December 13, 2019, and recorded in the Franklin County Registry of Deeds at Book 7469, Page 44, given by FirstLight Hydro Generating Company to FirstLight MA Hydro LLC.



or exacerbated by the acts of the Licensee and Licensee fails to adequately remedy or repair such erosion (the "Erosion Repair") to the reasonable satisfaction of Licensor within thirty (30) days of FirstLight's notice thereof, then Licensor may conduct such Erosion Repair at Licensee's cost and expense, and any such charge shall be due and payable to FirstLight within thirty (30) days of the date of the invoice therefor. In addition, Licensor may require Licensee to plant and maintain native vegetation in order to reduce erosion and run-off from the Property into the Connecticut River, which work shall be performed by Licensee at Licensee's expense.

iii. Immediately cease all work on and Use of Licensor's property upon notification from Licensor of a license violation.

iv. Comply with any and all reasonable conditions imposed by the Licensor from time to time in writing, as the same may be modified and/or amended from time to time by Licensor. Licensor specifically reserves the right to remove unauthorized contractors from the property and shall not be responsible for any costs to Licensee associated with such removal.

B. Except to the extent expressly permitted in this License, Licensee shall not undertake or permit without the prior written consent of Licensor:

i. any use, other than the Use, of the Property; or

ii. any excavation, grading or filling on the Property; or

iii. construction of any structures, fixtures, improvements or temporary structures, including tents and trailers, on the Property; or

iv. the removal of any timber, vegetation or plantings, except for any timber, vegetation and plants specifically permitted herein; or

v. parking or storage, even temporarily of vehicles, materials or equipment on the Property contrary to the terms and provisions of the License until it has received FirstLight's prior written approval; or

vi. third party contractors to perform work on the Property without the authorization of the Licensor and receipt by Licensor of evidence that the contractor is insured and has all necessary consents and permits for such work; or

vii. the application of any fertilizer, pesticides, or herbicides to the Property;

viii. or the kindling of any fires upon the Property.

4. TERM.

The Term shall commence on Friday, August 4th at 12:00 p.m., Eastern Time (ET) and will expire on Monday, August 7 at 12:00 p.m., ET, unless sooner terminated as provided in the License Agreement.

The Term hereof may be terminated by either party upon providing seven (7) days prior written notice by a party to the other party.

5. LICENSE FEE.

Licensee acknowledges and agrees that neither it nor any of its members or affiliates has paid or has agreed to pay to FirstLight any "charge" or "fee" as those terms are defined in Massachusetts General Laws Ch. 21 section 17C, as amended, in exchange for the rights, benefits and access provided by this License Agreement, and that the provisions of MGL Ch. 21 section 17C are applicable to this License and the parties hereto.

EXHIBIT B
(Short Term Use)

1. USE.

A. This License is granted to Licensee to organize, oversee, direct and administer the Pocumtuck Homelands Festival on and through the Property. Specific uses include erecting a large event tent with tables, chairs, and other related items used for such event and that will accommodate a large number of people, including attendees, event organizers/participants, and performers who have been vetted, approved, and selected to perform various activities and instruction in celebration and promotion of such Festival, use of the Property as depicted on Exhibit A, by such Festival attendees, event organizers/participants and approved performers.

B. If any person or persons who are present on the Property become disruptive, e.g. perform(s) or exhibit(s) acts, whether physical or verbal, against others and/or against Festival exhibits and/or in reaction to scheduled Festival activities and/or which may appear to threaten the safety of others in attendance or disrupt general public order in reaction to events and activities occurring on the Property during the Festival and/or Use, a representative of the Town of Montague or the Pocumtuck Valley Homeland Festival event co-sponsors, Nolumbeka Project, may notify the Town of Montague Police Department and may instruct an officer(s) to remove such person(s) from the Festival and the Property. This authority also extends to Festival performers who have not been vetted, approved, and selected by Festival co-sponsors to perform at the Festival.

C. During the festival dates of Saturday, August 5 and Sunday, August 6, Licensee has agreed to provide sani-cans for participants and to complete all event trash removal. Licensee is responsible for procuring any board of health or other regulatory permit to allow this Use.

2. FACILITY.

Any tents, tables, chairs, porta-potties or other improvements to support the Use.

3. CONDITIONS AND RESTRICTIONS.

A. Licensee shall:

- i. Provide FirstLight with a plan to minimize the risk of COVID-19 transmission that is consistent with current or potential risk levels based on the Center for Disease Control and Prevention (CDC) COVID-19 Community Level. Such plans will provide standards for things such as but not limited to, masking, social distancing and capacity limitations and comply with the town health department standards, as well as state and federal requirements for the event location. The CDC Community level can be determined through a search for Franklin County, MA at - <https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>.
- ii. Be solely responsible for any erosion on the Property caused or exacerbated by the Use. In the event that FirstLight determines, in its sole discretion, that erosion within one-hundred feet (100') of the Use on the Property was caused

CELL PHONE STIPEND AUTHORIZATION REQUEST

Application Date: April 25, 2023	
Employee Name: Ryan Paxton	Department: Board of Health
Please estimate work time percentage spent "out of office" weekly/monthly. <div style="text-align: center;"> <u>40</u> % (weekly) <u> </u> % (monthly) </div>	
Prioritize those situations which are critical to your being reached while out of the office. It will be expected that cell phones are <u>on</u> while away from your office. No Heat - Housing No Water – Housing Other Housing Emergencies Restaurant Fires or Other Emergencies Food Bourne Illness Outbreaks Disease Outbreaks	
Do you currently use a cell phone for work purposes? YES <u> X </u> NO <u> </u> <i>If yes, estimate how many minutes per month?</i> <u>240 Minutes/4 Hours</u>	
<i>Reserved for use by Board of Selectmen:</i> Approved by Selectmen: <input type="checkbox"/> Effective Date: <u> </u> Disapproved by Selectmen: <input type="checkbox"/> Voted: <u> </u>	
This was filled out and estimates given by Gina McNeely before Ryan started work	

Thursday, April 20, 2023

Montague Select Board,

May I introduce you to Tess Poe, a new Turners Falls resident interested in being a RiverCulture Steering Committee member. I have every confidence that she will do a terrific job. Please consider her for the role.

Sincerely,

Suzanne LoManto

Director of RiverCulture

"Although I only moved to Turners Falls in July 2022, I first visited in 2004 to lead a community planning project about the local creative economy. During the past two decades it's been a thrill to see the scope and level of investment in the arts, cultural activities, and tourism here. My background is in regional planning, and more recently I conceived and operated a textile makerspace business in downtown Northampton for 6 years. While there, I was a strong supporter of Arts Night Out, a board member of the Northampton Center for the Arts, and the chair of the City of Northampton's Planning Board. I care deeply about strengthening communities, incorporating art and craft into public spaces, and using my professional skills in strategic planning, research, and communications to help organizations have the highest possible impact. I'd love to support RiverCulture's important mission."

Tess Perrone Poe

Turners Falls Resident

she/her

4/2/23

Hi Suzanne

I'd like to be considered as a RiverCulture Steering Committee member. I've been a resident of Turners Falls for 18 years and have been involved in many cultural, civic and economic development efforts in town, the county and in the broader western Mass region and would love to extend my skills, connections and perspective to furthering the health and vibrancy of our town! As you know, I helped develop the original RiverCulture programming and served as its initial director for 7 years, so I am very familiar with the important place its work has in our community as well as the reality of the opportunities and challenges that go along with it.

I'm currently the marketing manager for the Franklin County Chamber of Commerce, where I've produced county wide events, guided tourism and branding efforts, and helped connect businesses and organizations toward common goals. Recently, I co-created the ArtsHub of Western Mass, which is a first of its kind resource as well as a model for other communities working to create a central directory of creatives. Previously in town, I served on the founding board of directors of the current Shea Theater Arts Center during its 2015 rebirth. I was also part of the start-up team of the Montague Reporter writing arts and entertainment reviews and on the production layout team.

Thanks for considering me for the committee!

Lisa Davol

Marketing Manager

Franklin County Chamber of Commerce

79 Old Main Street, PO BOX 6

Deerfield, MA 01342

413-773-5463

Town of Montague

Personnel Status Change Notice

Rate Changes

Authorized Signature: _____

Employee # 1287**General Information:**Full name of employee: Kathern Pierce.Department: Town ClerkTitle: Transitional Town Clerk Effective date of change: May 2, 2023**Grade/Step/COLA Change:**Union: NoneOld Pay: Grade D Step 9Wage Rate: \$26.47 (~~annual~~/hourly)

Wage Rate: _____ weekly

Weekly Incentive: _____ (Police Only)

New Pay: Grade G Step 5Wage Rate: \$70,683 (~~annual~~/hourly)

Wage Rate: _____ weekly

Weekly Incentive: _____ (Police Only)

Wage Rate: _____ 1st week if different

Wage Rate: _____ last week if different

Stipends

For: _____

Wage Rate: _____ (annual)

Weekly Amount: _____

Wage Rate: _____ 1st week if different

Wage Rate: _____ last week if different

For: _____

Wage Rate: _____ (annual)

Weekly Amount: _____

Wage Rate: _____ 1st week if different

Wage Rate: _____ last week if different

Notes: Appointment until June 30, 2023

Copies to:

____ Employee

____ Department

____ Board of Selectmen

____ Treasurer

____ Accountant

____ Retirement Board

Kathern Forte Pierce

Objective Town Clerk, Town of Montague

Experience 2018-Current Town of Montague Assistant Town Clerk Montague, MA
Assistant Town Clerk, Town of Montague

- Assists the Town Clerk in all phases of the work pertaining to the office; acts as Town Clerk in the absence of the Town Clerk. Has signoff authority for payroll, purchasing, accounts payable, leases and contracts in clerk's absence
- Is the town Records Access Officer, managing software and interdepartmental communication by receiving and providing other town staff with public records law support
- Manages and maintains the state VIP system; responsible for all recordings, registrations, and amendments. Indexes and files all town vital records, transmits monthly non electronic vital records to the state Registry of Vital Records and Statistics
- Has the lead responsibility managing the state VRIS system. Understands and uses the multifaceted database program
- Assists the Town Clerk in preparation of State and Local Elections. Maintains compliance with the Uniformed & Overseas Citizen Absentee Voting Act, Help America Vote Act, Americans with Disabilities Act under the Elections Assistance Commission and Campaign Finance procedures
- Manages and maintains the federal UOCAVA process for all elections
- Issues a variety of licenses and permits including but not limited to marriages intentions, dogs, kennels, fuel storage, business certificates, raffles & bazaars; ascertains compliance with state and local laws; maintains databases, collects, records and accounts for fees
- Responsible for the management and the licensing of all Flammables and Combustibles
- Issues birth, marriage and death certificates
- Assists and manages the implementation, processing and updating of the annual town census information in accordance with statutory procedure
- Records, files and maintains all supporting documents including applications, notices and decisions for the Board of Appeals and the Planning Board. Determines deadlines and creates documents for recording with the Registry of Deeds
- Administers the oath of office to all elected and appointed officials in compliance with statutory requirements and maintains database
- Provides public information about town functions and/or directs them to appropriate departments and answers questions about Town Clerk functions
- Posts general meeting notices and public hearing notices in accordance with state statutes; maintains notices on Town Hall bulletin board
- Assists the public in genealogical and other records research
- Manages Boards & Commission, Business Registration and Fuel Storage permit database

2014-2018 Town of Montague Board of Health Montague, MA
Health Inspector, Montague Board of Health

- Housing Inspections and detailed housing reports
- Establishment Food Inspections and detailed violations reports

- Temporary Food Inspections
- Assisted in soil inspections and observed percolation test
- Coordinated and worked with the community to reach compliance in health code violations, including appearing at Western Massachusetts Housing Court
- Process an assortment of permits for the office, burial, food, MSRVP-housing
- Fielded incoming complaints, requests for inspections and inquiries

2010-2014

University of Massachusetts

Amherst, MA

Administrative Assistant to Associate Dean & Professor for Research, Annette Wysocki, College of Nursing

- Managed Dean's schedule and all communications for the Dean's area
- Arranged multiple committee meetings
- Prepare committee meeting minutes & agendas
- Arranged events, visiting scholars on and off campus
- Created faculty research grant budgets
- Oversaw internal process of the submission of research grants
- Assisted in the development of the College of Nursing Research website
- Responsible for research grant submissions

2006-2010

Town of Montague

Montague, MA

Board of Health & Planning & Conservation

- Maintain office flow of incoming work for both departments
- Handle and process multiple home & health complaints
- Manage all Committees and Boards for both departments
- Process permits, payroll reporting and billing for both departments
- Animal Inspector
- Transcription

2005-2006

University of Massachusetts

Amherst, MA

Administrative Assistant to Interim Dean John Cunningham, School of Public Health & Health Sciences

- Managed Dean's schedule and all communications for the Dean's area
- Implemented faculty & staff personnel requests
- Oversaw internal process of the School of Public Health & Health Sciences
- Represented the School of Public Health & Health Sciences on and off campus
- Assisted in the development of the School of Public Health & Health Sciences website
- Responsible for student academic standings

2005-2006

University of Massachusetts

Amherst, MA

Administrative Assistant to Research Dean Priscilla Clarkson, School of Public Health & Health Sciences

Administrative Assistant to Research Dean Eleanor V. Vanetzian, School of Nursing

- Managed both Research Dean's schedules and communications
- Implemented a monthly Newsletter with all research data for both schools
- Expanded research within the two schools with cross research projects

- Planned and organized large events for both schools on and off campus
- Worked with student assisting in research grants or programs

1998-2004 Connecticut Valley Oral Surgery Associates Greenfield, MA

Patient Coordinator

- Process office bookkeeping and payroll
- Maintain office schedules for five offices and five Oral Surgeons
- Arranged hospital admissions and radiographs
- Medical Transcription
- Insurance billing, payments and pre-treatment estimates
- Scheduling

Skills

- Microsoft Word, Excel, Access, Outlook Express, PhotoShop
- Group Wise
- Endnotes/Reference Works
- WinOms
- Transcription
- CitizenServe
- State of Massachusetts Executive Office of Health & Human Services Virtual Gateway
- Mapping/Team Building/Creating a Positive Environment
- Organized and attention to detail

Education

- Phlebotomy National Certification, Springfield Community College, Springfield MA
- Win Oms, Atlanta GA
- AAOMA (American Association of Oral & Maxillofacial Surgeons), Boston MA
- American Institute of Banking, Manchester NH
- Manchester High School West, Manchester NH
- Massachusetts Public Health Inspector Training
- Boston Inspectional Services, Boston Health Commission
- Boston University School of Public Health
- ServSafe Certification National Program
- **2023 Attached** MTCA Course Certification (Mass Town Clerks Association)

References

Walter F. Ramsey, Assistant Town Administrator, Town of Montague

Patricia Dion, Retiree-Town Treasurer / Collector, Town of Montague

Dr. Annette Wysocki, PhD, RN, FAAN, FNYAM

Dean and Professor, University at Buffalo, School of Nursing

Wound Healing, Proteolytic degradation of extracellular matrix, Cell adhesion and migration, Tissue engineering and biomaterials, Skin biology, Bioethics, Responsible conduct of research and Research policy

MTCA - COURSE CERTIFICATION

KATHERN PIERCE

MONTAGUE

<u>Class</u>	<u>Date</u>	<u>Time</u>	<u>CMC Pts</u>	<u>MMC Pts</u>	<u>IIMC Survey Completed</u>
Session D: Election Security Partnership Tabletop	6/9/2022	9:00 AM - 12:00 Noon	0.75	0	
Session E: State Ethics & Open Meeting Law	6/9/2022	1:30 PM - 4:30 PM	0.75	0	
Session A: Election Potpourri/2022 State Elections	6/8/2022	1:45 PM - 4:45 PM	0.75	0	
Session C: Department of Revenue Procedures	2/3/2022	9 AM - 12 PM	0.75	0.75	
Session E: Local Elections - Legal Perspective	2/3/2022	1:45 - 4:45 PM	0.75	0.75	
Session A: Active Shooter Response Workshop	2/2/2022	1:45-4:45 PM	0.75	0.75	
Boards and Committees	6/10/2021	9 AM - Noon			
Elections	6/10/2021	1:30 - 4:30 PM			
Emerging Stronger	6/9/2021	1:30 - 4:30 PM			
Session C - Public Records & Open Meeting Law	9/19/2019	9:00am-12:00pm	0.75	0.75	
Session H - Election Updates & Preparing for 2020	9/19/2019	1:45pm-4:45pm	0.75	0.75	
Session A - Legislative Process & Ranked Choice	9/18/2019	1:00pm -4:00pm	0.75	0.75	
Session H:DOR-DLS/DLM Town Clerk Reporting	6/14/2019	9:00AM-12:00PM	0.75	0.75	
Session C:Vitals 101	6/13/2019	9:00AM-12:00PM	0.75	0	
Session F:Local Election Officials as IT Managers	6/13/2019	1:45PM-4:45PM	0.75	0.75	
Session C:From Street List to Voter List	2/7/2019	9:00AM-12:00PM	0.75		
Session G:The A'B'C'S of Admin Local Elections	2/7/2019	1:45PM-4:45PM	0.75		
Session A:Leading a Professional Clerk's Office	2/6/2019	1:30PM-4:30PM	0.75		

I hereby certify that the above information is contained in the Massachusetts Town Clerks Association database, and reflects the courses attended by the above member of the MTCA.

Attest:


MTCA Certification Database Coordinator

**TOWN OF MONTAGUE
JOB DESCRIPTION**

POSITION TITLE:	Town Clerk	DATE:	February 2013
DEPARTMENT:	Town Clerk's Office	GRADE:	
REPORTS TO:	Elected Position	FLSA:	Exempt

Statement of Duties

Elected position that performs complex administrative, supervisory, and professional work as Chief Elections Officer, Custodian of Town Records, Keeper of the Seal, Chief Public Information Officer, Census/Voter Registration Administrator and Licensing Administrator within the Town Clerk's Office.

Supervisory Responsibilities

Position is responsible for the supervision of 1 full time employee in the job title, Assistant Town Clerk and Election Wardens, Registrars and poll workers. As a supervisor, employee is responsible for establishing work procedures and performance standards, providing performance feedback, hiring and orienting new employees, scheduling work and granting time off, providing training and development, assigning and reviewing work, conducting formal performance reviews, and coordinating discipline.

Supervision/Guidance Received

This elected position works under policy direction, according to Massachusetts General Laws, Town bylaws, and municipal policies and objectives; individual establishes long and short-range plans and objectives, personal performance standards and assumes direct accountability for department results. Official exercises control in the development of departmental policies, goals, and budgets. Official is expected to resolve all conflicts that arise and coordinate with others as necessary. Official has access to confidential departmental and certain town records, as custodian of town records.

Job Environment

Position requires examining, analyzing and evaluating facts, and circumstances surrounding individual situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Position requires understanding, interpreting, and applying complex federal, state, and local regulations. Work consists of the practical application of a variety of concepts, practices, and specialized techniques as they relate to the position of Town Clerk. Assignments typically involve evaluation and interpretation of factors, conditions, or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; or determining the methods to accomplish the work.

Town Clerk
Town Clerk's Office
February 2013

**TOWN OF
JOB DESCRIPTION**

MONTAGUE

Errors can result in a delay of service, legal repercussions, monetary loss, and loss of goodwill.

Position has constant contact with the public for the purpose of responding to inquiries, giving, or receiving information; responding to requests or complaints; or providing explanations and problem solving. Position has daily contact with other town departments and state and local officials and organizations for the purpose of giving or receiving information and assistance and coordinating work. Contact usually occurs in person, in writing, via e-mail or on the phone.

For the Board of Registrars in particular, employee provides secretarial/clerical support (such as taking minutes; compiling information for review/action; following up after meetings to ensure Board decisions and actions are documented and disseminated to appropriate parties, etc.).

Other contacts include the Attorney General's office as needed, as well as the Secretary of State's office on elections, voters, census, MGL acceptance.

Position Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of, the position.

Essential Functions

1. Serves as Custodian of Town Records. Maintains, records, catalogs and files all official and public documents in conformity with the Massachusetts General Laws. Implements and develops systematic procedures for the disposal of obsolete records. Performs certification and recording for the Town as required on legal documents and other requisite records.
2. Administers and maintains records of the Oath of Office for all town officials. Attests to and maintains files of elected and appointed Town officials.
3. Disseminates Open Meeting Law and State Ethics Conflict of Interest guidelines for municipal officials; attests to elected officials signatures; attests to and maintains files of appointed and elected Town officials.
4. Calls Town Meetings in the absence of the Board of Selectmen. In the absence of the Moderator, presides over Town Meeting until the election of a Moderator, according to law. Prepares any secret or paper ballots under the direction of the Moderator; issues certificates of the votes at Town Meeting as required by law or upon request.
5. Records Town Meeting Votes and sends accepted bylaws to the Attorney General's Office for approval. Certifies town budget in order for Assessor to set tax rate; certifies votes of

Town Clerk
Town Clerk's Office
February 2013

**TOWN OF
JOB DESCRIPTION**

MONTAGUE

all Town Meeting actions, as required. Notifies the Secretary of State of the acceptance by the Town of Chapters and Sections of General Laws and of any Special Acts.

6. Serves as “Keeper of the Seal”. Seals and attests, by signature, to By Laws, resolutions and contracts, easements, deeds, bonds and other documents requiring town certification.
7. Serves as Chief Elections Officer. Responsible for the administration of fair and impartial elections. Manages all details and procedures for the local execution of Federal, State, County and Local elections in accordance with the Secretary of State’s office and local By-laws; manages all on-site activity at polls; arranges for physical setup of Polls; trains and staffs polls; prepares tally sheets; oversees and announces final election results; administers and is a member of the Board of Registrars.
8. Serves as Chief Public Information Administrator. Responsible for the dissemination of information to all town departments, boards, committees, commissions and to the public regarding statutory regulation, from the Federal, State, County, and Local levels concerning the adherence to and changes of policy in a timely fashion. Responsible for campaign finance law, ethics and conflict of interest law and open meeting law administration, including explanation of laws, requirements and filings, serving as reference and resource.
9. Serves as Public Records Officer. The Town Clerk is responsible for the maintenance, filing and issuance of vital, business and legal records for all formal arms of government, and adhering to records management schedules, thereby providing a legal and historically accurate record of Town actions.
10. Records and indexes all birth, marriage and death certificates; sends duplicates to the residence town; reports monthly to Registry of Vital Records and Statistics; maintains archival information and accessibility; files amendments to birth, marriage and death certificates as required; corrects and amends certificates as directed by court action from Massachusetts and all other states; establish birth records for foreign born adopted children upon request.
11. Issues state, local and county licenses, permits and certificates including marriage licenses, raffle and bazaar permits, hunting, fishing and trapping licenses, burial permits, business certificates, dog licenses and fuel storage permits.
12. Responsible for records management for all formal arms of town government, performing all functions related to elections, receiving and disseminating information pertinent to the formal arms of town government and local citizenry.
13. Identifies and recommends changes in the law; reviews State Acts and Resolves as they are published and notifies proper office or department of the changes; corresponds with the Secretary of State’s Office and Town Counsel; researches and prepares answers for Federal, State, County and Town Government Officers.

Town Clerk
Town Clerk’s Office
February 2013

**TOWN OF
JOB DESCRIPTION**

MONTAGUE

14. Administers and maintains records of the Oath of Office for all town officials.
15. Disseminates Open Meeting Law and State Ethics Code and guidelines for municipal officials; attests to elected officials signatures; attests to and maintains files of appointed and elected Town officials.
16. Calls Town Meetings in the absence of the Selectmen, or Town Administrator; serves as Moderator in the absence of one; prepares any secret or paper ballots under the direction of the moderator; issues certificates of the votes at Town Meeting as required by law or upon request.
17. Designated as 'Keeper of the Seal' seals and attests, by signature, to By Laws, resolutions and contracts, easements, deeds, bonds and other documents requiring town certification Makes policy recommendations to Town Government.
18. As Chief Elections Officer, is responsible for the administration of fair and impartial elections, and is responsible for managing all details and procedures for the local execution of Federal, State, County, and Local elections in accordance with the Secretary of State's office and local By-laws; manages all on-site activity at polls; arranges for physical setup of Polls; staffs polls; prepares tally sheets; oversees and announces final election results; administers and is a member of the Board of Registrar.
19. As Chief Public Information Administrator, is responsible for the dissemination of information to all relevant groups regarding statutory regulation, from the Federal, State, County, and Local levels concerning the adherence to and changes of policy in a timely fashion; issues Open Meeting Notices and meeting schedules; provides information and referral assistance to the public; provides information as requested from files, reports or requisite research.
20. As Public Records Officer /Licensing Administrator, is responsible for the maintenance, filing and issuance of vital, business and legal records for all formal arms of government, and adhering to records management schedules, thereby providing a legal and historically accurate record of Town actions.
21. Records and indexes all birth, marriage and death certificates; sends duplicates to the residence if in another Town; reports monthly statistics to State; maintains archival information and accessibility; files amendments to birth, marriage and death certificates as required; corrects and amends certificates as directed by court action from Massachusetts and all other states; establish birth records for foreign born adopted children upon request.
22. Administers the issuance of most municipal and State licenses and permits, including Gas, Electric and Telephone Pole Permits, Entertainment Licenses, storage of gasoline and other flammables and explosives, Liquor Licenses, Dog Licenses, Raffle & Bazaar Licenses and various regulatory licenses as assigned, in accordance with applicable Town By-Laws and

Town Clerk
Town Clerk's Office
February 2013

**TOWN OF
JOB DESCRIPTION**

MONTAGUE

State law; issues Fishing, Hunting and Sporting Licenses; issues business certificates and maintains files of both valid and expired certificates; receives and records liens and releases under the Uniform Commercial Code.

23. Serves as the Custodian of official Town Reports and public documents; receives and files all claims and actions against the town and communicates pertinent information to the appropriate persons; maintains Conflict of Interest and Open Meeting Law release files on public officials; receives, records and communicates any decisions on Special Permits to the granting authority; records, catalogs and files all town records; files By-Laws and resolutions of the Town Meetings and oversees the codification of By-Laws into the municipal code; submits By-Laws from Town Meeting to Attorney General with the necessary documentation for approval, and records approval with effective dates; performs certification and recording for the Town as required on legal documents and others requisite records.
24. As Records Manager, the Town Clerk manages the organization and access to files; controls and maintains the condition of office storage; and develops systematic procedures for the disposal of obsolete records.
25. As Census and Voter Registration Administrator, the Town Clerk arranges for and oversees the Annual Town Census; verifies and certifies residency upon request; transmits census information to Jury Commission; manages residency verification each odd year; publicizes voter registration sessions; manages voter list; verifies and certifies signatures of voters on petitions and nomination papers; manages and maintains Absentee Balloting lists for all Elections; and certifies voter status.

Recommended Minimal Qualifications

Education and Experience

This is an elected position, therefore no educational or experience requirements are mandated. Ideally, a candidate for this position should have a Bachelor's Degree in Business Administration, Public Administration or related field, plus three (3) to five (5) years of experience in business or public administration or an equivalent combination of education and experience.

Additional Requirements

A candidate for this position should have a valid Massachusetts driver's license. Upon election employee must obtain a Certified Massachusetts Municipal Clerk and attend the New England Municipal Clerk's Institute and Academy

Town Clerk
Town Clerk's Office
February 2013

TOWN OF MONTAGUE JOB DESCRIPTION

Knowledge, Skills and Abilities

A candidate for this position should have knowledge of the following:

- Working knowledge of Massachusetts General Laws relating to municipal operations.

Skill in:

- Communication, customer service and organization skills
- Record keeping, business administration

And the ability to:

- To maintain accurate, detailed records
- Supervise staff
- To handle multiple tasks simultaneously, despite interruptions

Tools and Equipment Used

The employee operates standard office equipment (e.g., personal computer, telephone, copier, facsimile), and election equipment.

Physical Requirements

The physical demands listed here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

Minimal physical effort is required to perform administrative duties. Employee is regularly required to speak, listen, sit, and stand. The employee is routinely required to walk and lift up to 30 lbs.

Vision requirements include the ability to read routine documents for analysis and general understanding, and use a computer.

Work Environment

The work environment characteristics described here are representative of those that the employee encounters while performing the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

Administrative work is performed under typical office conditions. The Town Clerk must attend all Town Meetings and Annual and Special Town Meetings. Must be available to work late on election night and during seasonal and peak periods, such as voter registration. The employee must also be available to attend other Town and Department related meetings and events including Finance Committee meetings and rabies clinics.

Town Clerk
Town Clerk's Office
February 2013

**TOWN OF
JOB DESCRIPTION**

MONTAGUE

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Approved:

Frank E. Abbondanzio
Town Administrator

Date _____

Add Records Access Officer
Mandated Early Voting / Recounts

Town Clerk
Town Clerk's Office
February 2013

Proposed ARPA Spending Requests

Wastewater Infrastructure Category

5/1/2023

Total Request: \$402,500

CWF Septage Receiving Station Upgrade (\$264,000)

ARPA Spending Category: Wastewater Infrastructure

Septage is waste that is trucked into the plant from septic tank haulers. The CWF generates a large percentage of revenue from septage receiving services. The current station is approaching the end of its useful life and intermittent failures have been reported. The proposed new system is a prefabricated unit that sits over a dry pit.

The current station is not set up to monitor pH levels as required per MGL, nor does the station have an automated system for accurately tracking and monitoring haulers and their discharges. The ability to accurately monitor and sample/test haulers and their loads is important to protect the quality of sludge the facility produces and to protect the town from EPA permit violations. Emerging concerns about PFAS (forever) chemicals and its associated regulations have highlighted the importance of implementing a new station.

Cost Avoidance: Should the system fail, the plant will be unable to maintain revenue which would increase sewer user rates. The CIC understand that the current system did fail temporarily last year which fast tracked the need for the upgrades. Additionally, the modernization is needed to be able to monitor and report what septage the plant is receiving. Non-compliance with NPDES permit could result in unanticipated costs and pollution. Lastly, the new system will allow for more efficient and accurate billing.

Project has been vetted and recommended for approval by Capital Improvements Committee

CWF Operations Building Boiler Replacement (\$113,500)

ARPA Spending Category: Wastewater Infrastructure

The boiler from 1980s is approaching the end of its useful life. The operations building houses critical infrastructure for the plant. The burner has repeatedly failed and continues to have issues beyond normal maintenance and repair. There is legitimate cause for concern that the boiler may not make it through another winter.

A 56Kw Vacuum Pellet Boiler pellet system with an external silo for pellet storage is the most suitable heating system for the operations building. The CIC considered several fuel options for the new furnace. Natural Gas is not available. Heat Pumps are not recommended due to the hydrogen sulfide and plant safety requirements. Oil burners would carry a cost premium to re-line the chimney.

The CIC recommends replacing the oil boiler with a pellet fuel system for the following reasons:

- Pellet boiler will be cheaper than in-kind replacement of an oil boiler. (\$113,500 for pellet system vs \$130,000 for oil).
- Pellet fuel cost savings are projected to be \$12,000 per year over oil
- The pellet boiler system carries a 30 year warranty and 30 year life cycle. This equates to a 10 year payback.
- The town may be eligible for a 35% grant from USDA Forest Service Wood Innovation Grant Program (\$39,725)
- Numerous municipal facilities such as the Olver Transit Center in Greenfield use pellet fuel.

The CIC notes that there will still need to be a future ventilation system capital project in the operations building to address air quality due to hydrogen sulfides. However, the CIC agrees with the CWF Superintendent that pursuing the boiler at this time as a separate project is prudent.

Service Interruption: Failure of the boiler could present a true emergency at the plant. All pipes that feed into the facility come through the operations building and must be temperature controlled. There are many pieces of delicate equipment, motor controls, etc. By planning ahead, the plant will be able to seamlessly convert to a more sustainable, cost effective fuel source without cause a service interruption.

Project has been vetted and recommended for approval by Capital Improvements Committee

CWF Rough Terrain Vehicle (\$25,000)

ARPA Spending Category: Wastewater Infrastructure

The Clean Water Facility is a campus comprised of two separate buildings with various exterior facilities on the grounds. The Administrative and Operations buildings are separated by over 900 feet. A small utility vehicle is necessary to transport parts/supplies/equipment between the buildings.

The CWF currently uses a golf-cart that has reached the end of its useful life. A rough terrain utility vehicle equipped with a plow and sander would assist in plowing and maintaining the many feet of sidewalks, driveways, walkways at the facility. The CWF is responsible for clearing snow at the facility.

The new vehicle will enable enhanced productivity through greater storage, transport, and snow/ice treatment capabilities.

The CWF anticipates purchasing a John Deer Gator Work Series RTV, a Kubota Diesel RTV or similar.

Service Interruption, staff safety and productivity: The current vehicle is at the end of its useful life and must be replaced. The new vehicle will enable enhanced productivity through greater storage, transport, and snow/ice treatment capabilities.

Project has been vetted and recommended for approval by Capital Improvements Committee

Town of Montague
Green Communities Grant Application
2023 Block 1
PON-ENE-2023-018

- **Montague Center Streetlight Conversion**
- **Inspectional Services Plug-in Hybrid**

Total grant request \$55,000

Montague Center Streetlight Conversion

Project Narrative

Project Type: Traditional Energy Project

Request: \$40,000

Number of existing street lights: 83

Wattage of existing street lights: 4 at 100w (total energy with Ballast 118w) 52 at 50w (total energy with Ballast 59w), 26 at 70w (total energy with Ballast 84w), 1 LED at 40w

Total electric consumption in previous year: 23,920.6 kWh

Ownership: Currently owned by Eversource. To be purchased by Montague Center Lighting District

Metering status: unmetered

Proposed lights: GreenCobra Jr. LED Streetlight GCJ J- Series 3000K

Wattage of proposed lights: 78 at 18watt, 5 at 27w

Cost of proposed lights: \$40,000

Technology of new lights: LED

Controls-ready: YES (Control Ready 7 wire PC Receptacle). Note they will also be operated with a dimming control that will automatically dim the lights by 50% each night from 11PM until 5AM the following morning.

Purpose

The Montague Center Lighting District (MCLD) serves about 130 households by providing 83 streetlights in and around the rural village of Montague Center. As a Green Community, the town aspires to reduce energy consumption and execute high profile projects that demonstrate the town's commitment to energy efficiency. The Montague Center Streetlight Conversion Project will retrofit the last remaining 83 streetlights in the Town of Montague to LED. The primary purpose of the project is to both improve overall streetlighting and saving energy.

Benefits

The led lights are dark sky compliant, reduce light trespass and the dimming controls allow us to further reduce light levels after hours when less light is needed

Timeline

This project will be completed within two months of the acquisition of the lights from Eversource. This process can take up to two months. It is anticipated it should be complete by 1 October.

Procurement required and status

This is a multistep process. Initially the District has notified Eversource of their intent to purchase the system. It is anticipated the cost could be as much as \$13,600 based on what Turners Falls recently paid on a per light basis. Secondly the Town applies for the Green Communities grant. Once the town has secured the grant and knows the purchase price then the materials can be ordered. These typically take 6 to eight weeks to deliver. At the same time an application for the Eversource energy efficiency incentive can be applied for.

The MCLD has employed the services of George Woodbury of Light Smart Consulting to facilitate the purchase and the procurement and installation of the new LED Fixtures. Mr. Woodbury recently led a similar conversion project with the neighboring Turners Falls Fire District with great success. He will also be responsible for filing and securing the utility rebates. The Montague Center Lighting District is in unanimous support for the purchase of the streetlights, the conversion to LED, and the acceptance of the grant support. The project will be overseen by Walter Ramsey- Green Communities Coordinator for the town.

Anticipated impact qualitatively and quantitatively (projected energy savings)

This project is expected to result in reducing the annual streetlight energy usage from 23,920.6 kWh to 4598.5 kWh-an 81% savings. Converting the lights to LED is projected to save \$6,762 in energy costs per year. This is a payback of 5.9 years.

Why grant funding is needed to complete the project.

MCLD is a very small lighting district. As such, the district does not have the capacity to borrow or bond for improvements at this scale. They are a volunteer board that is entirely dependent on grant funds to make the LED conversion.

Identify any and all permits required.

No permits are required all utility coordination will be handled by Light Smart Consulting

Identify any other approvals required (local, utility)

All utility coordination will be handled by Light Smart Consulting. The town will be required as part of the energy Efficiency Incentive application to submit to Eversource the design plan and following the project the corrected inventory detailing the changes. These are routine. No other approvals or permits are required. Initial consultation with Eversource has already occurred.

Opportunities for education and outreach

The Town will place an informational sheet on the Montague Center Common kiosk describing the conversion project and some basic data about the energy and cost savings and dark sky compliance. The info sheet will provide credit to the Green Communities Program. Additionally, the town will place press release in the weekly Montague Reporter upon installation of the project. The selected LED fixtures provide significant flexibility to adapt to citizen concerns and requests.

Project Budget

Purchase of 83 Streetlights: \$13,600

Installed cost of 83 LED lights -\$26,400

Consulting fee- \$5000

Total: \$45,000

Anticipated Utility rebate= \$5,000

These figures were provided by George Woodbury of Light smart consulting on 4/25/2023

Inspectional Services Vehicle- Plug-in Hybrid SUV

Project Narrative

Prescriptive measure: Light duty plug-in hybrid vehicles

Request: \$15,000 toward purchase as a specially eligible community

Purpose

The Town Inspectional Services Vehicle will be a heavily used, public facing vehicle. It will be parked at Town which sends a very visible message to the community about the town's energy efficiency priorities. The inspectional services vehicle is new capital program approved by Special Town Meeting in October 2023. Currently inspectional services are provided by individual employees. The vehicle currently being used for this purpose (to be replaced) is a 2009 Subaru Legacy 18/24 MPG.

Proposed vehicle: 2023 Subaru Crosstrek Plug-in Hybrid. MPG is 35 MPG (hybrid) and 90 MPG-e combined. Its 8.8 kWh battery allows it to travel 17 miles on a single charge. Most trips will be less than 17 miles.

Benefits

Reduced fuel consumption costs and reduced energy use. This will be the first plug-in vehicle in the town's fleet and could serve as a model for other departments. This vehicle will be more efficient than currently used vehicle(s)

Timeline

The vehicle will be purchased within 6 months of the grant award. Purchase tentatively planned for July 2023, pending grant availability.

Procurement required and status

The town already has the appropriation for the vehicle. The vehicle will be purchased by the Selectboard office from a state contract.

Anticipated impact qualitatively and quantitatively (projected energy savings)

Anticipated reduction of 500+ gallons of gasoline every year based on projected use.

Why grant funding is needed to complete the project

The grant funding will ease the incremental cost of the plug-in hybrid and the electrical upgrades needed to accommodate the new vehicle. Montague taxpayers are not accustomed to purchasing plug-in hybrid vehicles, so this vehicle will help develop a model for success.

Identify any and all permits required: None

Identify any other approvals required (local, utility)

The Town has already identified a parking space and charging location for the new vehicle. The town will hire a qualified electrician to install the Level 2 charger.

Opportunities for education and outreach

The Vehicle itself will have the Montague Town Seal on it and will be a mobile embodiment of the town's renewable energy commitments. The town hall and the vehicle parking space is located in an environmental justice census tract. Over 50% of inspections will serve a constituent in one of the 3 Environmental Justice Census Tracts in Montague.

Project Budget

[2023 Subaru Crosstrek AWD Plug-in Hybrid](#)- MSRP \$36,845

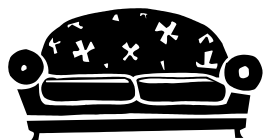
Town Contribution- \$21,845

Green Communities Grant- \$15,000



"CLEAN SWEEP"

BULKY WASTE RECYCLING DAY



Saturday, May 13, 2023
9 a.m. to noon



Locations:

- ✓ Mohawk Trail Regional High School, 26 Ashfield Rd, Shelburne Falls (Rt. 112 S.)
- ✓ Northfield Highway Garage, 49 Caldwell Rd. (off Rt. 142)
- ✓ Whately Transfer Station, 73 Christian Lane (off Rt. 5/10)

- No pre-registration necessary.
- Items will be recycled whenever possible.
- There is a disposal charge on most items; cash only.

Mattresses and box springs no longer accepted: see website or call for 6 recycling locations in Franklin County.

What To Bring:

- Tires
- Televisions
- Computers
- Scrap Metal
- Appliances: remove doors from refrigerators & freezers
- FREE: Bring **clean, dry** bagged textiles and books for reuse or recycling!
- Electronics
- Microwaves
- BBQ Grill Tanks
- Construction & Demolition Debris
- Furniture
- Bulky Rigid Plastics
- Carpeting



PLEASE DO **NOT** BRING:

Mattresses, Box Springs, Yard Waste, Brush, Asbestos, Paint, Auto Batteries, Oil Tanks, Hazardous Materials, Fluorescent Light Bulbs, Trash

For residents and businesses of the following towns:

Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Erving, Gill, Hawley, Heath, Leverett, Montague, New Salem, Northfield, Orange, Rowe, Shelburne, Sunderland, Warwick, Wendell, Whately

**For more info and pricing: franklincountywastedistrict.org,
413-772-2438, or info@franklincountywastedistrict.org
or see the back of this sheet.**

*MA Relay for the hearing impaired: 711 or 1-800-439-2370 (TTY/TDD)
The District is an equal opportunity provider.*

REMODELING? Used building materials can be donated to EcoBuilding Bargains in Springfield.
Call first to confirm that they can accept your item: 413-788-6900, ecobuildingbargains.org.

CLEAN SWEEP BULKY WASTE COLLECTION

May 13, 2023, 9 a.m. to noon

Disposal Price Guide

CONSTRUCTION DEBRIS

Asphalt, bricks, cement, mortar	\$45/cu.yd.
Clapboards, doors, plaster, sheetrock, shingles, siding, windows, wood	\$40/cu.yd.
Hot tubs, spas	\$40/cu.yd.

ELECTRONICS

Cell phones	free
Computer monitor, CRT	\$25
Computer monitor, flat screen	\$10
Copy machine	\$30
CPU (computer)	\$5
Laptop computer	\$10
TV: Flat screen < 60"	\$10
CRT or 60" flat screen	\$25
Console or large projection	\$40
Printer (with flatbed), scanner	\$10
Printer (without flatbed), fax machine	\$5
VCR, DVD player, game systems	\$5

FURNITURE/CARPET

Bookcases, end tables, kitchen/dining tables, and wooden chairs	\$5
Bureau	\$10
Carpet or area rug up to 10x10	\$10
Carpet (larger: up to 12x20)	\$20
Carpet padding	\$10
Couch	\$20
Futon mattress	\$15
Loveseat	\$15
Mattresses no longer accepted!	N/A
Mattress for waterbed	\$15
Recliner chair, upholstered chair	\$15
Sink, toilet	\$15
Sleeper sofa	\$35
Vacuum	\$3

SCRAP METAL/APPLIANCES

Air conditioner/dehumidifier	\$15
Bicycle	\$5
Dishwasher	\$10
Fire extinguisher	\$10
Furnace (residential)	\$15
Lawn mower, push (drain gas)	\$10
Lawn mower, riding (drain gas)	\$15
LP gas tank, 1 lb.	\$1
LP gas BBQ tank, 20 lb.	\$5
LP gas BBQ tank, up to 100 lbs.	\$10
Microwave, trash compactor, etc	\$5
Misc. metal items, small	\$5
Misc. metal items, BBQ grill & larger	\$10
Refrigerator, freezer (remove doors)	\$15
Rototiller, snowblower, etc. (drain gas)	\$10
Stove, washer, dryer	\$10
Water heater (residential)	\$15

Gasoline MUST be drained from all small engines!

TIRES

Passenger up to 19"	\$5
Truck tires	\$20
Tractor/Loader tires	\$75

TEXTILES & BOOKS

Textiles* (CLEAN, DRY, bagged)	FREE
Books (paperback, hardcover)	FREE
*Textiles CAN be torn, stained, or have broken zippers or missing buttons: those will be recycled into insulation.	

BULKY RIGID PLASTIC RECYCLING*

ONLY accepts: 5-gallon pails, trash cans, soda crates, plastic lawn furniture, laundry baskets	\$5/load
*Nothing longer than 4' in any direction!	
See website or call for more instructions!	

Cash Only. Some acceptable items may not be listed.

The District reserves the right to price other items accordingly on site.

MATERIALS WILL BE RECYCLED WHENEVER POSSIBLE.