

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, February 12, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/85408314792>

Meeting ID: 854 0831 4792 Passcode: 763251 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Selectboard Meeting Minutes from 2/5/2024
3. 6:02 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. 6:04 **Sewer Commission Meeting**
CWF Superintendent Chelsey Little
 - Execute contract with Quantified Ventures, LLC for completing sewer rate analysis, not to exceed \$10,000
 - Tax share discussion on special article request for Millers Falls/Erving overage of \$94,667.83
 - Summary of January Discharge Permit Report
 - Summary of January Blending Events
DPW Superintendent Tom Bergeron
 - Summary of January CSO Events
 - Update on DPW NetDMR registration
 - Action Plan for I/I Source Investigation in Millers Falls
5. 6:25 **Tom Bergeon, DPW Superintendent**
 - Capital request to replace 2002 Dump Truck with a new 10 Wheel Dump Truck
6. 6:30 **Liquor License Hearing – Thomas Memorial Golf**
 - TMGC LLC dba Thomas Memorial, Kyle Snow as Manager has applied for a transfer of the On Premises, Section 12 Annual All Alcohol Liquor License from Thomas Memorial Golf & Country Club, Inc.
7. 6:40 **Chris Williams, Police Chief**
 - Promote One of Two Patrol Officers to the Rank of Sergeant
8. 6:50 **Roger Dumaine, TroutStock Director**
 - Trout Stock Music Festival at the Millers Falls Rod & Gun Club, July 25-28, 2024
9. 7:00 **Ryan Paxton, Director of Public Health**
 - Update regarding consideration of Mosquito Control District Membership

Montague Selectboard Meeting
February 12, 2024
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10. 7:05 **Deborah Frenkel, The Brickhouse Community Resource Center, LLC**
- Use of Public Property: 5K Fun Run & Walk, Bike Path through the Patch
May 18, 2024, 7:00 AM – 1:00 PM
11. 7:10 **Angela Rovatti-Leonard, Youth Services Librarian**
- Request use of Peskeompskut Park for Puppet Show on 8/9/2024 from 8:30am to 1:00pm.
12. 7:15 **Town Meeting Warrant** – To consider articles for inclusion on the March 14, 2024 Special Town Meeting Warrant, attached hereto, votes may be taken
13. 7:25 **Jeff Singleton, FRTA representative**
- FRTA Bus Service
14. 7:35 **Executive Assistants Business**
- 2024 Liquor License Seasonal Population Estimation
 - Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, February 26, 2024 at 6:30 PM, via ZOOM

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
March 14, 2024**

Franklin, ss.

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

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Thursday, March 14, 2024, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to amend the Classification Plan to add the position of DPW Truck Driver Laborer in Training at Grade B, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 2. To see if the Town will vote to amend the vote taken pursuant to Article 6 at the May 6, 2023 Annual Town Meeting, Schedule II Appointed Officials, to add the position of Cemetery Sexton with a rate per burial of \$100, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 3. To see if the Town will vote to amend the vote taken pursuant to Article 6 at the May 6, 2023 Annual Town Meeting, Schedule II Appointed Officials, to increase the pay range for Part Time Police Officers from \$25-\$28 per hour to \$29 to \$35 per hour, or pass any vote or votes in relation thereto.

(Police Department Request)

ARTICLE 4. To see if the Town will vote to revoke its acceptance of the provisions of the former Section 48 of Chapter 31 of the General Laws of the Commonwealth of Massachusetts, voted under Article 16 of the Warrant for the 1932 Annual Town Meeting, and any amendments thereto insofar as such chapter and section relate to the Civil Service status of regular or permanent members of the Police Department of the Town of Montague, so that the permanent members of the Police Department shall no longer be subject to the provisions of Chapter 31 and the rules and regulations relating thereto, except that such revocation shall not affect any civil service rights, which have come into existence between the Town and employees of the Police Department as a result of the Town's original acceptance of the statute, or pass any vote or votes in relations thereto.

(Police Department Request)

ARTICLE 5. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,974, or any other amount, for the purpose of retroactive out-of-grade pay in the Treasurer/Tax Collectors office for the prior year, or pass any vote or votes in relation thereto.

(Treasurer/Tax Collector Request)

ARTICLE 6. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$300, or any other amount, for the purpose of prior year longevity payments for union employees in the Library department, or pass any vote or votes in relation thereto.

(Library Director Request)

ARTICLE 7. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$8,481, or any other amount, for the purpose of increasing the Fiscal Year 2024 Building Inspector budget, or pass any vote or votes in relation thereto.

(Building Inspector Request)

ARTICLE 8. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$23,000, or any other amount, for the purpose of increasing the Fiscal Year 2024 Selectboard budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,000, or any other amount, to increase the Fiscal Year 2024 Airport Wages and Expenses budget, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 10. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$24,261, or any other amount, to the Airport Enterprise Fund to fund part of the FY2024 Airport Debt Budget, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$128,000, or any other amount, to fund the expected Fiscal Year 2024 revenue shortfall to the Airport Enterprise Fund, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 12. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$152,315, or any other amount, for the purpose of replacing all failed pavement, utility connections, parking lots, and loading docks, on the Pioneer Aviation property, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 13. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$125,000, or any other amount, for the purpose of funding a Wastewater Asset Vulnerability Inventory, including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission Request)

ARTICLE 14. To see if the Town will vote to authorize the Selectboard to negotiate and enter into a 10-year intermunicipal agreement for joint use of the Town of Erving's Wastewater Treatment System, or pass any vote or votes in relation thereto.

(Sewer Commission Request)

ARTICLE 15. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$90,000, or any other amount, for the purpose of purchasing and equipping a skid steer, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 16. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$222,880, or any other amount, for the purpose of replacing a culvert on South Ferry Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 17. To see if the Town will vote to revoke Article #16 of the October 13, 2022 Special Town Meeting, which established an Opioid Settlement Stabilization Fund and dedicated all opioid settlement revenues to this fund, or pass any vote or votes in relation thereto.

(Selectboard Request)

SERVICES AGREEMENT

This Services Agreement ("Agreement") is effective this 1st day of February 2024 ("Effective Date") and is made by and between Montague, MA, a municipality, located at 1 Avenue A, Turners Falls, MA 01376 ("Montague"), and Quantified Ventures LLC, a Maryland Limited Liability company, with business offices at 2519 Connecticut Avenue NW, Washington, D.C. 20008 ("QV"). Each of Montague and QV are a "Party;" together, they are "Parties."

RECITALS

WHEREAS Montague wishes to engage QV to perform services described in Article 1 as an independent contractor to complete the wastewater system user rate review ("Services"); and

WHEREAS QV is willing to perform the Services on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valid consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

Agreement Terms and Conditions		
1.	Term, Renewal and Termination:	<p>(a) <u>Initial Term</u>. This Agreement shall be effective as of the date written above and shall terminate July 2024.</p> <p>(b) <u>Renewal</u>. The Parties may renew this Agreement by mutually agreeing to do so in writing on or before June 2024. The Parties may, at any time, negotiate in good faith changes that will apply during a renewal term. If the Parties fail to reach agreement on such changes before the current term, this Agreement shall expire on July 31st of the then current term.</p> <p>(c) <u>Termination</u>. This Agreement may be terminated by either Party following a material breach by the other, provided that such termination shall not be effective (with respect to any breach that is reasonably capable of cure) until the expiration of a 15 calendar day period in which the breaching Party may cure such breach to the reasonable satisfaction of the other Party. In the event the breach is not cured, or if no cure is possible, the termination will be effective as of the date of notice of termination.</p> <p>(d) <u>Cooperation</u>. The parties shall cooperate in good faith to resolve disputes that arise under this Agreement.</p>
2.	Services:	<p>(a) <u>Definition of Services</u>.</p> <ul style="list-style-type: none"> • Finalize current rate analysis using FY25 budget • Work with Montague to identify up to three possible new rate structures • Prepare in-person Board presentation of possible rate structures • Assist with follow-up rate structure implementation
3.	Compliance with Laws:	QV will comply with all applicable laws when performing the Services.
4.	Relationship of the Parties:	<p>(a) <u>Independent Contractor</u>. QV is an independent contractor. It is not an employee, agent, or legal representative of Montague for any purpose. QV shall control the means and methods used to perform the Services. Montague is not</p>

Agreement Terms and Conditions		
		<p>responsible for payment of QV's expenses incurred in performing the Services except those which Montague approves in advance.</p> <p>(b) <u>No Authority to Bind Montague.</u> QV has no authority to bind Montague to any contractual obligation. QV shall not represent to any third party that QV has such authority and shall not make any representation on Montague's behalf without express prior permission from them.</p> <p>(c) <u>No Participation in Montague Benefits.</u> QV will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing, retirement, or any other benefit or benefit plans offered by Montague to its employees.</p>
5.	Taxes:	QV is solely responsible for payment of all income, payroll, Social Security, withholding, and other federal, state, or local taxes. QV is solely responsible for payment of all unemployment, disability, or workers' compensation insurance premiums necessary to lawfully perform the Services. QV shall indemnify Montague against payment of all taxes, contributions, penalties and interest attendant to QV's performance of the Services.
6.	Staff, Facilities Equipment, Equipment and Transportation:	QV shall furnish all personnel, facilities, transportation and equipment necessary to perform the Services.
7.	Insurance:	QV shall maintain in force workers' compensation, commercial general liability, and other forms of insurance, with policy limits deemed sufficient by Montague to protect and indemnify Montague, its affiliates, and its officers, directors, agents, employees, subsidiaries, partners, members, and successors and assigns from any losses that result from or are alleged to result from QV's acts or omissions or those of QV's agents, contractors, servants, or employees. Montague shall be named as an additional insured under such policy, and QV shall deliver a certificate of insurance verifying such insurance upon Montague's written request. Such certificate(s) must indicate that such insurance policies may not be canceled before expiration of no less than 30 calendar days' prior notification. QV will notify Montague in writing immediately upon QV receipt of notice of pending termination.
8.	Payments and Payment Schedule:	<p>Montague shall pay QV as described below:</p> <p>(a) Contract will not exceed \$10,000.</p> <p>(b) Mileage will be billed as actual at the prevailing federal reimbursement rate.</p> <p>(c) Expenses will be billed as actual with prior approval.</p> <p>(d) Client will be invoiced after final deliverable.</p>
9.	Confidential Information:	(a) A Party (the "Receiving Party") may acquire or be exposed to information regarding the business plans, operations, finances, products, technology, intellectual property, personnel data, banking accounts, personal information, suppliers and procurement processes of the other Party ("Disclosing Party"). All such and similar information are considered " <u>Confidential Information</u> ." Confidential Information does not include information that: (i) was in the public domain at the time it was disclosed to a Party; (ii) was published or otherwise became part of the public domain after disclosure to a Party through no fault of that Party; (iii) was previously disclosed to a Party without a breach of duty owed to the other Party by a third-Party who had a lawful right to such information; or (iv) was independently developed by a Party

Agreement Terms and Conditions		
		<p>without reference to Confidential Information of the other Party, Potential Enrollee, or Participant.</p> <p>(b) Each Party shall hold the Confidential Information of Participants, Potential enrollees and the other Party in strict confidence and shall only use such information in the course of performing its obligations under this Agreement and then only to the extent permitted by the Disclosing Party. QV may not disclose Confidential Information except as authorized by Montague.</p> <p>(c) Each Party shall protect Confidential Information using the same, but never less than reasonable protections that it employs to protect its Confidential Information. Each Party shall be primarily responsible and liable for any breach of confidentiality by its personnel, agents, representatives, and subcontractors and by the personnel, agents, and representatives of its subcontractors. Each Receiving Party shall immediately advise the other Party of any actual or suspected violation of the terms of this Article 10 and shall reasonably cooperate with the other Party in remedying any adverse consequences in relation thereto.</p> <p>(d) A Receiving Party may, however disclose Confidential Information to the extent disclosure is based on the good faith opinion of such Party's legal counsel that disclosure is required by law or by order of a court or governmental agency; provided that, the Receiving Party shall give prompt notice to the Disclosing Party of its intended disclosure and shall cooperate with the Disclosing Party or owner of such Confidential Information in efforts to protect the Confidential Information by an appropriate protective order. Each Party shall be responsible for its own costs in performing its obligations under this Article 10.</p>
10.	Intellectual Property:	<p>(a) Montague is and will be the sole and exclusive owner of all rights, title, and interests throughout the world in and to all the results and proceeds of the Services performed under this Agreement ("<u>Deliverables</u>"), including but not limited to all other writings, technology, inventions, discoveries, of any nature whatsoever that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services (collectively, and including the Deliverables, "<u>Work Product</u>"), all of which shall be considered Works for Hire. QV irrevocably assigns to Montague, for no additional consideration, QV's entire right, title, and interest throughout the world in and to the Work Product.</p>
11.	Warranties of QV:	<p>QV represents and warrants to Montague that it has the right to enter this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement.</p>
12.	Mutual Indemnification:	<p>Both QV and Montague agree that if there is any injury (including death), loss or damage to the person or property of the other Party or of any third party, Party will indemnify the other against all claims, claims or liabilities and expenses (including reasonable attorneys', experts' and legal fees) to the extent of the indemnifying Party's negligence. No recovery by one Party under any policy of insurance by that Party shall limit, waive or bar any other right, remedy, claim, cause of action or recovery that the recovering Party may have against the other under this Agreement or applicable law.</p>
13.	Governing Law:	<p>This Agreement shall be governed by the laws of the state of Massachusetts without giving effect to conflicts of laws principles. In the event of any dispute arising under this</p>

Agreement Terms and Conditions		
		Agreement, the Parties agree to submit the dispute to nonbinding mediation before filing any claim or action.
14.	Miscellaneous:	<p>(a) The failure of either Party to insist upon performance by the other Party of any provision of this Agreement or to take advantage of any other of its rights in any one or more instances will not be considered a continuing waiver of such rights in the future.</p> <p>(b) No part of this Agreement may be assigned or subcontracted by either party without prior written approval from the other.</p> <p>(c) All rights and remedies that either Party is entitled under applicable law may be pursued in any combination by either Party.</p> <p>(d) This Agreement may be modified or revised only in a writing signed by authorized agents of the parties.</p>
15.	Force Majeure:	Neither QV nor Montague will be responsible to the other for any losses that result from the failure to perform as a result of Force Majeure. Force Majeure is an event such as war, riot, or other disorder; fire; flood; or any other occurrence that is not within the reasonable control of the party claiming Force Majeure and which could not have been avoided by the exercise of reasonable diligence or the use of foresight. In the event of a Force Majeure, the party whose performance is affected will notify the other party of the event in writing and will take all reasonable steps to resume performance as soon after the Force Majeure as possible. Time for the affected Party's performance shall be extended on a day for day basis equivalent to the period of Force Majeure, up to a maximum of sixty (60) days. In the event a Force Majeure event persists longer than sixty (60) days, either party may, with prior written notice terminate this Agreement. Should either party terminate this Agreement for reasons of Force Majeure extending beyond sixty (60) days, the parties shall settle accounts on an equitable basis.
16.	Waiver of Trial by Jury:	EACH PARTY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT.
17.	Notices:	<p>All notices made under this Agreement shall be in writing and sent by mail or electronic means to the Party at the addresses indicated below:</p> <p>To QV: Ashley Lucht Email: lucht@quantifiedventures.com</p> <p>To _____: _____ _____ Attn: Email:</p>

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their authorized representatives to be effective as of the date as first written above.

Town of Montague

By: _____
Richard Kuklewicz, Sewer Commission Chair

QV LLC

By: _____
Shaun O'Rourke, Managing Director

Montague Permit Discharge Summary January 2024

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.809
BOD mg/L	30 mg/L (Average Monthly Max)	5.9
BOD % Removal	>= 85.0% (Average Monthly)	96.6%
TSS mg/L	30 mg/L (Average Monthly Max)	2.7
TSS % Removal	>= 85.0% (Average Monthly)	99.6%
pH Low	6.0 SU (Daily)	7.0
pH High	8.3 SU (Daily)	7.9
Total Nitrogen	153 lbs/day (Average Monthly Max)	91.6

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

*Note: Summary subject to change pending final data review and submittal to EPA/DEP



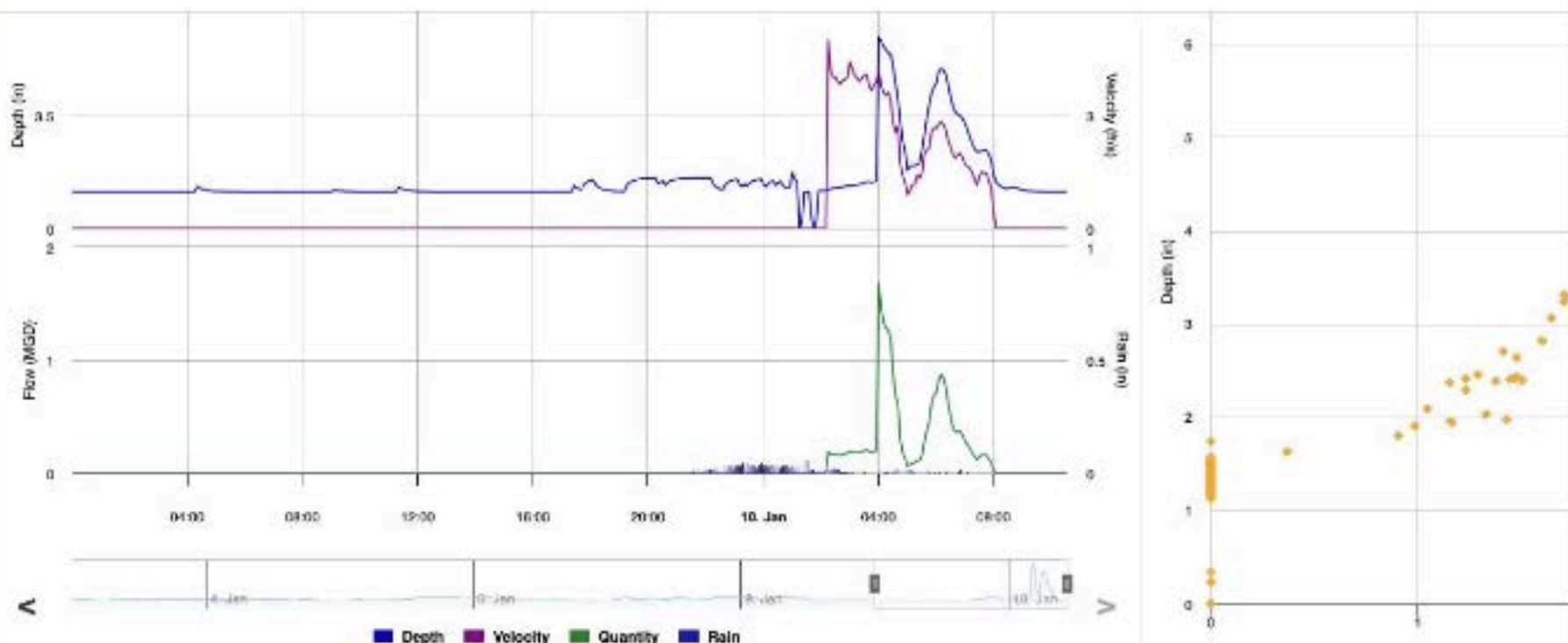
Montague Clean Water Facility

Published by Chelsey Anne Little · Just now ·



Public Notice: 01/10/2024 Blending Event at the wastewater treatment facility (CWF001). Duration of 5 hours 50 minutes beginning at 02:15AM with released quantity estimated volume of 94,000 gallons. Water body affected: Connecticut River.

Avoid contact with these waterbodies for 48 hours after the discharge ceases due to increased health risks from bacteria and other pollutants. The discharge consists of rainwater and partially treated sewage.



SUMMARY

Min: 0 (ft) on 01/10/2024 at 01:15 AM
Max: 5.94 (ft) on 01/10/2024 at 04:00 AM

1.34 in
Average

DEPTH

Min: 0 (ft/s) on 01/03/2024 at 12:00 AM
Max: 4.99 (ft/s) on 01/10/2024 at 02:15 AM

0.09 ft/s
Average

VELOCITY

Min: 0 (MGD) on 01/03/2024 at 12:00 AM
Max: 1.675 (MGD) on 01/10/2024 at 04:00 AM

0.094 MGD
Total
0.013 MGD
Average

QUANTITY

2.44 in
Total

RAIN

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DPW Federal St INI exploration
Feb 2024



Lateral Line at 12 Federal-
significant, constant flow

Lateral line at 16 Federal-
weeping- possible sump pump

Lateral line crossing Federal
at 20 Federal- largest volume
of possible INI detected,
constant flow



Town of Montague SPECIAL ARTICLE REQUEST ~~NON~~ CAPITAL EXPENSE

This form is intended for use with financial requests that do not meet the standards established for "capital projects" which are generally limited to building repair, vehicles, and equipment costing >25,000 and lasting > 5 years.

Ask is for...

**O Winter STM
O FY25 ATM**

Please complete this form in its entirety!

Department:	MONTAGUE DPW	Submitted by:	Tom Bergeron
Item/Project Cost:	\$365.000	Date Prepared:	January 31, 2024
Item/Project Title:	10-wheel dump truck		

Proposed Article Wording:

To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$365,000 or any other amount for the purpose of funding the purchase a 2025 10 wheeled dump truck with wing plow, plow and sander or pass any vote or votes in relation thereto.

Description: *(Provide a full description of the item or service to be purchased. This will be used for background information. Use attachments as needed.)*

This truck will be a 2025 Wester Star 10 wheeled dump with plow sander and wing plow. It will retire the 2002 Dump Truck that was planned for replacement in in FY25 in the Capital Plan.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

YES

- *If yes, please attach estimate*

Are grant or other funds available to offset cost? (yes/no)

NO

Please specify grant program/source of funds

Value of the offset \$

Probability of availability

%

Will this be a lease or a recurring expense? (yes/no)

Lease Optional

If yes, over how many years:	5
If yes, will payment vary (yes/no; attach payment plan):	85,881

Will this item or project replace old equipment? (yes/no)	YES
If replacement, estimate surplus value:	\$1,000 - \$2,000

Is this expected to require other investments? (yes/no)	NO
Increased(+) /decreased(-) operational cost (if no, "0")	\$ + / -
Increased(+) /decreased(-) equipment or material cost (if no, "0")	\$

Why is it essential that the Town makes this purchase in the coming fiscal year?

In the coming year the DPW will be taking on more, and much larger projects such as the culvert in Montague Center. We will be hauling most of the products in for the project ourselves. Having two ten wheelers will make doing that much easier. We will also be doing a lot of paving in the town's alleys and again having two ten-wheelers will give us that boost to get more product with less trips.

Relative Priority

Overall priority of this item or project to the Town

Critical	High	Moderate	Low
XXX	O	O	O

If you are submitting more than one project, how does this rate relative to the others

First	Second	Third	Fourth or Lower
O	O	O	O

Comments on relative priority:

Then priority is high because if this goes through it will take about a year before we receive the truck.

Final recommendation of Finance Committee:

☐ Support

☐ Not Support

Comments on Recommendation:

Final recommendation of Board of Selectmen:

☐ Support

☐ Not Support

Comments on Recommendation:

Prepared for:
Tom Bergeron
MONTAGUE TOWN OF
1 Avenue A
Turners Falls, MA 01376
Phone: 413-863-3200

Prepared by:
Jason Page
Advantage Truck Group
910 Southampton Road
Westfield, MA 01085
Phone: 888-371-2930
Mobile: 413-588-4976
E-Mail:
jpage@AdvantageTruckNE.com

A proposal for
MONTAGUE TOWN OF

Prepared by
Advantage Truck Group
Jason Page

Jan 30, 2024

Western Star 47X



Components shown may not reflect all spec'd options and are not to scale



ATG Patriot LLC

An Advantage Truck Group Company

Town of Montague

1 Avenue A
Turners Falls, MA 01376

January 30th, 2024

Attn: Tom Bergeron - Highway Department

Re: Budgetary Quotation for Model Year 2025 Western Star 47X / 66,000 GVW

Per our conversation, I've put together the following budgetary quotation for your review. This budget quote is for a model year 2025 Western Star 47X chassis and snow plowing equipment and has been spec'd to meet and exceed the Town of Montague's requirements.

Total for 2025 Western Star 47X, Equipment and Extended Coverage \$338,000.00

After reviewing the enclosed information, if you have any questions or we can be of further assistance please contact Advantage Truck Group – Westfield.

Respectfully,

Jason Page

Jason Page

Municipal Sales

Advantage Truck Group-Westfield

910 Southamptn Rd.

Westfield, MA 01085

(413)-588-4976

jpage@advantagetruckne.com

OPTIONS:

- Downeaster DS9714 14' Stainless Steel Spreader.....Add \$21,250.00
(ADD \$695.00 for Flip Chute)
- Camera View System, Backup Load & Wing.....Add \$1,250.00
- Precise Wireless Road Temp System.....Add \$1,295.00



Fw: Daimler Finance Quote

TomB - Montague Highway Department <hwysupt@montague-ma.gov>

Wed 1/31/2024 1:38 PM

To: Assistant Town Administrator <Assistant.TownAdmin@montague-ma.gov>


 1 attachments (15 KB)

image001.png;

From: Jason Page <jpage@advantagetruckne.com>

Sent: Wednesday, January 31, 2024 12:02 PM

To: TomB - Montague Highway Department

Subject: Daimler Finance Quote

Hi Tom,

The quotes for the two options to finance \$360,500.00 are:

1. \$360,500.00 with nothing down
5 years @ 6.12899%
Payment of \$85,881.93 annually

1. \$160,500.00 (\$200,000.00 down)
5 years @ 6.32564%
Payment of \$38,440.28 annually

Let me know if you need anything else.

Thanks

Jason Page

Sales

Advantage Truck Group

Westfield, MA

Office: 888-371-2930 ext. 4033 <tel:888-371-2930;7033>

Cell: 413-588-4976 <tel:413-588-4976>

Fax: 413-562-7231 <tel:413-562-7231>

[<http://www.advantagetruckne.com> <<http://www.advantagetruckne.com/>>] www.advantagetruckne.com <<http://www.advantagetruckne.com/>>

E-Mail: jpage@advantagetruckne.com <<mailto:jpage@advantagetruckne.com>>

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Instagram <<http://instagram.com/weknowtrucks>>

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Recorder:

Please publish the following as a legal notice by Thursday, February 1, 2024.

PUBLIC HEARING

In accordance with the provisions of MGL, Chapter 138, as amended, the Inhabitants of the Town of Montague are hereby notified that TMGC LLC dba Thomas Memorial, Kyle Snow as manager, has applied for a transfer of the On Premises, Section 12 Annual All Alcohol Liquor License (Restaurant) from Thomas Memorial Golf & Country Club, Inc. This transfer request represents a change of license type from Restaurant to General On-Premises and the license will be pledged to Greenfield Savings Bank. The premises is located at 30 Country Club Lane, Turners Falls, MA. Premises include Clubhouse, Reception Hall and Golf Course with tees 3 & 5 as areas where alcohol can also be sold and motorized beverage cart will also be used.

Date and place of hearing: Monday, February 12, 2024, at 6:30 P.M. via ZOOM see agenda link on the Town's website calendar at: <https://www.montague-ma.gov/d/12279/Selectboard-Meeting>

Montague License Commissioners



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission*

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

MONTAGUE

City /Town

00007-RS-0736

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input checked="" type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

APPLICANT INFORMATION

Name of Licensee	Thomas Memorial Golf & Country Club	DBA	Thomas Memorial
Street Address	30 Country Club Lane		Zip Code 01376
Manager	Kyle Snow		Granted under Special Legislation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
			If Yes, Chapter <input type="text"/>
			of the Acts of (year) <input type="text"/>
<input type="text" value="§12 General On-Premises"/>	<input type="text" value="Annual"/>	<input type="text" value="All Alcoholic Beverages"/>	
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	

DESCRIPTION OF PREMISES Complete description of the licensed premises

Dining Room, Reception with two doors East & West with bar and restroom located in the same. Dining room with double doors located East & West, Kitchen located off Reception Area Clubhouse, banquet hall, nine hole golf course with tees 3 & 5 as areas where alcohol can be sold and motorized beverage cart for on course sales. There are two buildings combined.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date	01/29/2024	Time	3:30 PM	
Advertised	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date Published	02/01/2024	Publication	Greenfield Recorder
Abutters Notified:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date of Notice	<input type="text"/>		
Date APPROVED by LLA	<input type="text"/>		Decision of the LLA	<input type="text"/>	
Additional remarks or conditions (E.g. Days and hours)	<input type="text"/>				
For Transfers ONLY:					
Seller License Number:	00007-RS-0736	Seller Name:	Thomas Memorial Golf & Country Club		

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

Montague

1. TRANSACTION INFORMATION

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input checked="" type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input checked="" type="checkbox"/> Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other | |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Golf Course, Club House, Reception Hall with tees 3 & 5 as areas where alcohol can also be sold and motorized beverage cart also used

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises-12

\$12 General On-Premises

All Alcoholic Beverages

Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number 00007 RS 0736

FEIN

Entity Name

TMGC LLC

DBA

Thomas Memorial

Manager of Record

Kyle Snow

Street Address

30 Country Club Lane, Turners Falls, Montague, MA 01376

Phone

413838003

Email

Add'l Phone

Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Dining Room, Reception with Two Doors East and West with bar and restroom located in the same. Dining Room with double doors located East and West, Kitchen Located off Reception Area Clubhouse, banquet hall, nine hole golf course with tees 3&5 as areas where alcohol can be sold and motorized beverage cart for on course sales. There are two buildings. Combined:

Total Sq. Footage

8112

Seating Capacity

185/80*

Occupancy Number

185/80*

Number of Entrances

6/2*

Number of Exits

6/2*

Number of Floors

1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Thomas Memorial Golf & Country Club		By what means is the license being transferred?	Purchase
List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.				
Name of Principal	Title/Position	Percentage of Ownership		
Chester Czernich	President	N/A		
Name of Principal	Title/Position	Percentage of Ownership		
Don Reid	Treasurer	N/A		
Name of Principal	Title/Position	Percentage of Ownership		
Christopher Jarvis	Secretary	N/A		
Name of Principal	Title/Position	Percentage of Ownership		
See Attached Print out from Mass Sec of State				
Name of Principal	Title/Position	Percentage of Ownership		

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.

- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Kyle Snow			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Edward Snow			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

TroutStock Music Festival 2024

July 25th-28th



Comprehensive Strategic Plan & Organizational Agreement

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*****All details of following plan & procedures are subject to change*****

Overview

TroutStock Music Festival was created by musicians, for musicians, to highlight local rising talent and give a safe and welcoming place to show the community their dedication and hard work. We gather local musicians, artists, food vendors, craft vendors and art installations from the Northeast Region and bring them together in one place, for an incredible weekend to set free the worries of your day-to-day constraints.

We are a completely self-run, grassroots event that started with the idea of having a small backyard gathering but then quickly evolved into so much more, being the event that we have today. We rely on a dedicated team of volunteers from the community to help run our event. Having an event such as a music and art festival has a positive community impact both economically and culturally. It brings local commerce to the town and gives the chance for regional small businesses to promote and sell their products and art.

This will be our 4th year having the event and we are looking for a place to call home, and we think Montague, at **Millers Falls Rod & Gun Club** (hereinafter referred to as MFRGC or “venue”), is that place for **TroutStock 2024** (hereinafter referred to as TS24 or “event”). The grounds are perfect for our needs as an event, with our capacity last year totaling around 600-700 people on site including bands and staff, and expectations of 700-900 for our 2024 event.

We do not want to aggravate the town by holding the event and that is why we invite the surrounding community as well as have reasonable music cutoff times, going slightly later specifically only on the weekend days. Having music go all night is not realistic so we have plans in place to keep the guests of the event and town happy.

Our main goal is to hold a safe, fun, and welcoming event for all ages to attend and look forward to year after year, and to be transparent with the community, town and all other parties involved.

Roger Dumaine

TroutStock Music Festival Director

860-462-0019

troutstockfest@gmail.com

Festival Procedure & Details

Musical Genres for Event:

The genres of music that will be performing at this event are the following:

-Rock & Roll-Alternative-Jam Band-Acoustic-Singer/Songwriter-Funk-Psychedelic
Rock-Electronic Dance Music-World Music

Event Schedule and Timeline:

MFRGC is under the agreement that our team will be on grounds from **July 24th to July 29th** for full implementation of **TS24**. Instead of having people camp Sunday night, we are going to be opening the gates **Thursday July 25th** so people can get the extra night of festivities at the front end of the event. Guests mostly take off the Friday to come to the event, not the following Monday, so giving the option to come early and get setup is highly requested.

Proposed Music Schedule

Thursday July 25th – 4:00pm-11:00pm (hard cutoff of amplified music)

*Friday July 26th – 10:00am-12:00am (hard cutoff of amplified music) ****

*Saturday July 27th – 10:00am-12:00am (hard cutoff of amplified music) ****

Sunday July 28th - 10:00am-3:00pm (End of event)

Gate Schedule (no ticket scans or gate sales will be permitted outside these hours)

Thursday July 25th – 3:00pm-10:00pm

Friday July 26th – 9:00am-10:00pm

Saturday July 27th – 9:00am-10:00pm

Sunday July 28th – 9:00am-3:00pm (hard cutoff)

Guest Arrival & Departure Schedule

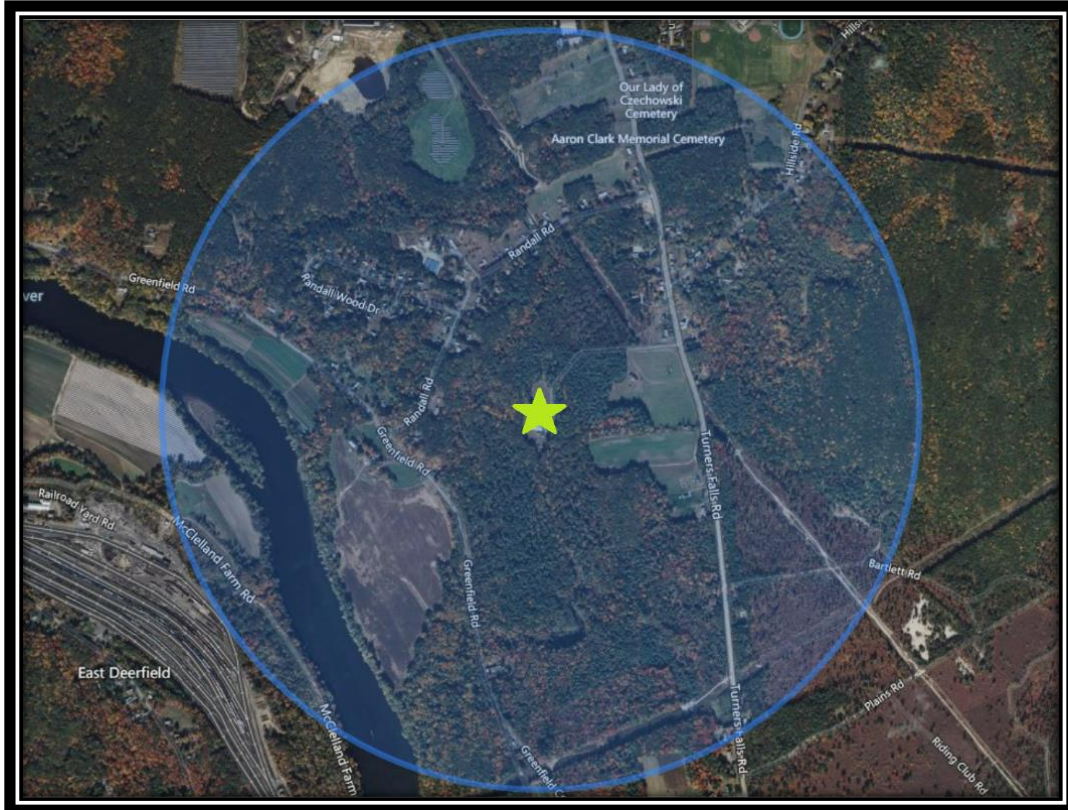
Thursday July 25th – 3:00pm (early entry)

Sunday July 28th – 5:00pm (grounds 100% clear of festival attendees)

*****On Friday July 26th and Saturday July 27th** after the amplified music is fully shutdown at the agreed upon hard cutoff time, we hold what is called a “Silent Disco”. This is where people dance to music listened to on wireless headphones. Rather than using a speaker system, a DJ broadcasts music via a radio transmitter with the signal being picked up by wireless headphone receivers worn by the participants. Those without the headphones hear no music, giving the effect of a room full of people dancing to nothing. This is a wonderful option to have to keep both the neighborhood and festival attendees happy.

Local Resident Access:

Because our goal is to involve the community as much as possible, we will be offering free admission to the festival (4 weekend passes per household) for the direct surrounding neighborhoods of the event within a 0.75-mile radius around **MFRGC**. Our team will be mailing out letters to the homes within this radius, and if the residents would like to attend the event, they simply need to bring the letter with them to the gate.



Set-Up:

Production of the event will commence on **Wednesday July 25th** and continue through **Thursday July 26th** until guests begin to arrive at the agreed upon time of 3:00pm. The following festival features will be assembled in this period.

- Staging / Sound / Lights
- Vendors
- Art Installations
- Security Checkpoints
- Safety Precautions & Sanitary Measures

Sanitary Amenities:

For our event we will have more than enough portable toilets delivered to MFRGC to handle the expected capacity of 700-900 guests, around 20-30 will be on site. There will be a main area where most bathrooms will be located, but there will be groupings of them spread out throughout the venue. This is something that our team is familiar with as we have done this every year for our event. We will also be scheduling daily cleanings for all the bathrooms to keep them clean and functional. In addition to the portable toilets, we will have hand washing stations located directly outside of the bathrooms. The bathrooms will be monitored throughout the weekend for toilet paper in case they run out before the restocking/cleaning the next morning.

Breakdown:

Promptly when the event ends, breakdown will commence in various stages throughout the following days and times. **Sunday July 28th 3:00pm** (festival ends) through **Monday July 29th**. We allow an extra day for vendors, installations, and general construction of the event to be dismantled without pressure.

Cleanup:

Our team takes pride in our leave-no-trace goals, so we have a comprehensive team of volunteers dedicated to ensuring the cleanliness of the grounds. This is an absolute must as we do not want to negatively impact the venue. We will have a large amount of trash barrels throughout the festival grounds for guests to dispose their trash in during the event. The volunteers will be constantly monitoring the levels of the trash and emptying the barrels into a dumpster that we will have on site when needed. After the event, on **Sunday July 28th** and **Monday July 29th** the volunteers will also be walking the entire ground of the venue to make sure there is no trash left behind.

Food Vendors:

All food vendors that will be cooking and serving food at **TS24** will follow the standard procedure of applying for a food permit through the Health Department of Montague, MA. There will be an estimated 4-5 vendors that will be serving food and/or drinks to the guests of the event. We will be hiring professional and experienced vendors to ensure the attendees receive satisfactory service.

Safety Precautions

Safety is our most important goal when holding our event. We want everyone to have a memorable experience. Not one they remember because a guest was injured or felt unsafe. The general safety of every attendee, staff or performing artist of **TS24** for the entirety of the event is always a top priority of our team. From previous years our guests have been an incredibly welcome, friendly crowd, with reviews coming back with people saying that it was one of the most well run and thought-out music festival that they have ever attended.

First Aid:

TroutStock 2024 will have trained professional first aid & first responders on site for the entirety of the event. As marked in the site plans, you can see generally where the medical tent will be located, in the central main vendor field. The exact location is subject to change once we begin setting up the grounds. Our team has had medical staff on site each year we have held the event. Our team will also work alongside the local fire department and paramedics so that they are fully aware of the event taking place.

Security & Police Detail:

Our team will work alongside local law enforcement as well as a private hired security team to make sure we have adequate presence on site. In previous years, our team had police details on site throughout the day as well as general security and alcohol compliance. The previous venue we held our event at had a strict alcohol policy so we needed to have checkpoint throughout the event to make sure we were in compliance with the agreed upon terms of the event.

Guest Age Requirements:

TS24 is an all-ages event with the following guidelines. We welcome all family and friends to enjoy the festivities for the weekend.

Adult Passes (18+)

Youth Passes (13-17) *must be accompanied by an adult.*

Children 12 & under (free) *must be accompanied by an adult.*

Alcohol Policy:

MFRGC has a strict no outside alcohol policy that we are going to enforce for the duration of the event. They will be selling alcohol at the event only to guests that have a wristband obtained by showing their valid ID proving they are 21+ years of age.

When guests are entering the festival, they will be subject to a vehicle search including their coolers. If our security team finds alcohol it will be confiscated, labeled with attendee's name, and be available to be picked up after the event ends on their way out.

We will have our security team/alcohol compliance walking around the event for the duration of **TS24**. If a guest is caught with outside alcohol during the event, they get **two (2)** chances. The first time they are caught the alcohol will be confiscated the same as before, labeled with their name and be available for pickup after the event. If the same guest is caught again with outside alcohol, they will be asked to leave the premise and be ejected from the festival. **These rules will be made crystal clear through our website and social media pages.**

Boundary Safety Markers:

At **MFRGC** the woods that the guests of the event will be camping in are expansive, so our team during the setup of the festival will be marking boundaries with orange fencing to mark where they should not be camping. We want to let the guest set up camp where they feel comfortable, but also want to keep things contained and under control.

Insurance Policy:

Below is the event insurance policy that has was purchased in previous years, and approved by both of our previous venues that the event was held at. If the policy needs to be adjusted to fit the needs of the town that can and will be discussed.

LIMITS	
EACH OCCURRENCE	\$ 1,000,000
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
MED EXP (Any one person)	\$ 5,000
PERSONAL & ADV INJURY	\$ 1,000,000
GENERAL AGGREGATE	\$ 3,000,000
PRODUCTS - COMP/OP AGG	\$ 1,000,000
DEDUCTIBLE	\$ 0

Site Plan

The following areas are to be used for the **TS24** event.

Total Ground Use:

The following outline is the total area for **TS24** grounds. General admission parking will take place in the field in front of **MFRGC**, and the event will take place solely on the premise of the club.



Parking & First Security Check Point:

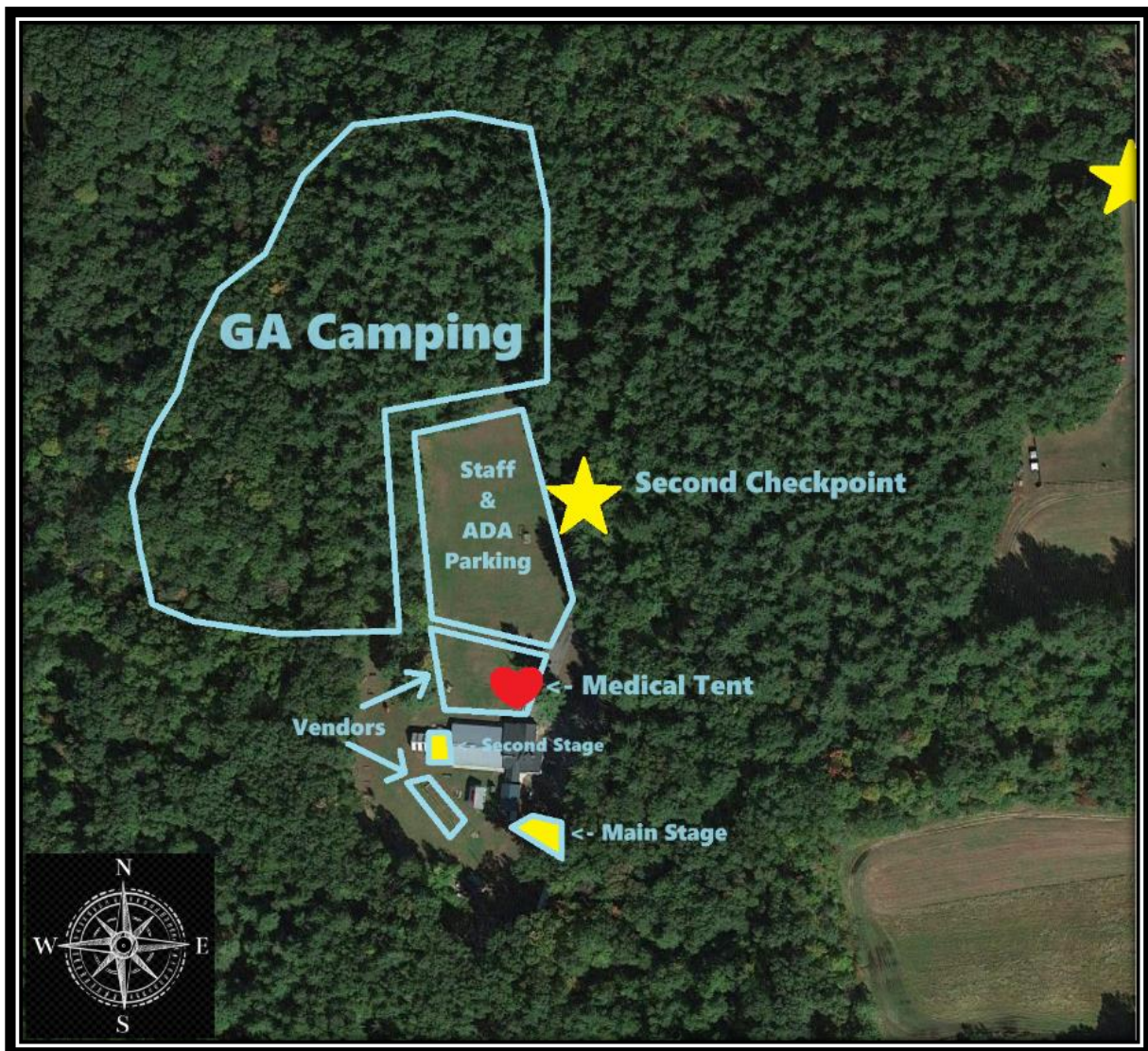
Cars will enter down the main road to **MFRGC** and are required to stop at the check-in booth which will be located at the star on the map. This is where guests will first check in to receive their festival bracelet and parking pass. Guests will also undergo a vehicle and cooler search for prohibited items not allowed into the event such as alcohol purchased off site. Guests will be allowed re-entry if they need to leave the event for any reason but will be required to check in back at the booth during the allotted gate hours (to be described in Festival Procedures section).



Main Event Area:

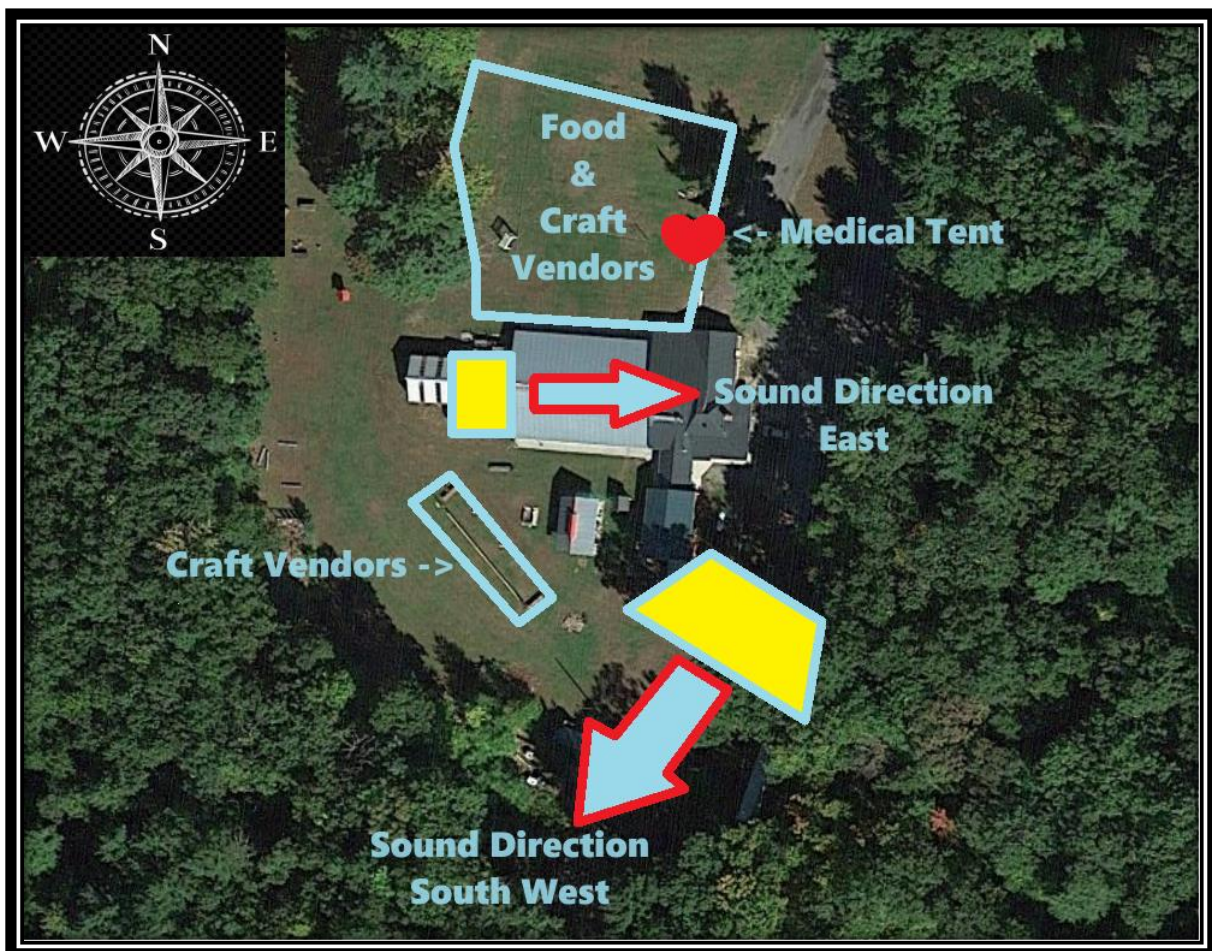
The areas outlined below are the core ground for **TS24**. The second checkpoint will be for guiding the incoming traffic (bands, staff, guests, vendors) to the event.

Guests will be allowed to drop off their camping gear and then relocate their car to the main parking lot. The GA camping section is where attendees will be able to set up their campsites for the weekend. Staff & ADA parking is the first large field once you are on the property. The two vendor sections are for the craft & food vendors that will be working at the event. The medical tent will also be centrally located in the first larger vendor allotment. The stages are to be positioned to not interfere with the surrounding neighbors.



Stages & Vending:

The following areas are in detail the stage placement and vendor locations. The placement of the stages are strategically designed to direct the sound away from the closest neighbors on Randall Rd which is West/North West of **MFRGC**. The smaller, secondary stage (closer to residential homes) that will be under the pavilion will cut music at 10pm. The main stage (facing away from residential homes) will have the headliners subject to the hard 11pm cutoff time on **July 25th** and 12am on **July 26th & 27th**. The large vendor area is where the food vendors will be located as well as the larger craft vendors. The medical tent will be in the larger vendor area as well. The smaller vendor area will be for smaller more contained vendors that do not require as large of a setup.





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: Deborah Frenkel

Address of applicant: 24 3rd St, Turners Falls, MA 01376

Phone # of applicant: (413) 522-6066

Name of organization: THE BRICK HOUSE COMMUNITY RESOURCE CENTER, LLC

Name of legally responsible person: Deborah Frenkel

Location of assembly: The DCR Canalside Rail Trail Terminus at Unity Park and 5K Route through "The Patch" please see map

Date of assembly: Saturday, MAY 18, 2024

Time of assembly: Begin: 7:00 am End: 1:00 pm

Number of expected participants: 120

If a procession/parade: 5K Fun Run & Walk

Route: The DCR Canalside Rail Trail Terminus at Unity Park and 5K Route through "The Patch"
please see map

Number of people expected to participate: 120

Number of vehicles expected to participate: N/A

Subject of demonstration: 5K Fun Run & Walk

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: _____





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 Montague Public Libraries / Angela Rovatti-Leonard
Youth Services Librarian

Name of business/group sponsoring proposed event if applicable: _____

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

Address 201 Avenue A, Turners Falls

Contact phone 413-863-3214

Contact email arovatti-leonard@cwmarss.org

FID _____

Dates of proposed event 08/09/2024 Location: Peskeompskut Park

Hours 8:30AM - 1:00PM Set Up: _____ Clean Up: _____

Approximate number of people expected to attend 150+

What provisions will be made regarding clean up of site? I will remove any
trash that is generated during the event.

Will the proposed event be:

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

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

Puppet Show

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

The puppet show will be held at the bandstand.

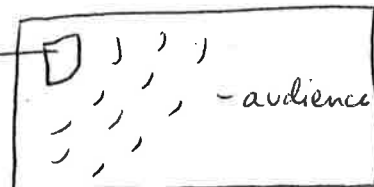
The audience will sit on the ground.

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

bandstand



N/A

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)

N/A

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

N/A

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

I will carry a cell phone.

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.

N/A - Town Agency

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

Signature of applicant Angela Revetti - Lemel

Date 1/29/24

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 1-25-2024

BOARD OF HEALTH – Approval / Comments

Date: _____

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
March 14, 2024**

Franklin, ss.

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

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Thursday, March 14, 2024, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to amend the Classification Plan to add the position of DPW Truck Driver Laborer in Training at Grade B, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 2. To see if the Town will vote to amend the vote taken pursuant to Article 6 at the May 6, 2023 Annual Town Meeting, Schedule II Appointed Officials, to add the position of Cemetery Sexton with a rate per burial of \$100, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 3. To see if the Town will vote to amend the vote taken pursuant to Article 6 at the May 6, 2023 Annual Town Meeting, Schedule II Appointed Officials, to increase the pay range for Part Time Police Officers from \$25-\$28 per hour to \$29 to \$35 per hour, or pass any vote or votes in relation thereto.

(Police Department Request)

ARTICLE 4. To see if the Town will vote to revoke its acceptance of the provisions of the former Section 48 of Chapter 31 of the General Laws of the Commonwealth of Massachusetts, voted under Article 16 of the Warrant for the 1932 Annual Town Meeting, and any amendments thereto insofar as such chapter and section relate to the Civil Service status of regular or permanent members of the Police Department of the Town of Montague, so that the permanent members of the Police Department shall no longer be subject to the provisions of Chapter 31 and the rules and regulations relating thereto,

except that such revocation shall not affect any civil service rights, which have come into existence between the Town and employees of the Police Department as a result of the Town's original acceptance of the statute, or pass any vote or votes in relations thereto.

(Police Department Request)

ARTICLE 5. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,974, or any other amount, for the purpose of retroactive out-of-grade pay in the Treasurer/Tax Collectors office for the prior year, or pass any vote or votes in relation thereto.

(Treasurer/Tax Collector Request)

ARTICLE 6. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$300, or any other amount, for the purpose of prior year longevity payments for union employees in the Library department, or pass any vote or votes in relation thereto.

(Library Director Request)

ARTICLE 7. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$8,481, or any other amount, for the purpose of increasing the Fiscal Year 2024 Building Inspector budget, or pass any vote or votes in relation thereto.

(Building Inspector Request)

ARTICLE 8. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$23,000, or any other amount, for the purpose of increasing the Fiscal Year 2024 Selectboard budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,000, or any other amount, to increase the Fiscal Year 2024 Airport Wages and Expenses budget, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 10. To see if the Town will vote to raise and appropriate, transfer from available

funds, borrow or otherwise provide the sum of \$24,261, or any other amount, to the Airport Enterprise Fund to fund part of the FY2024 Airport Debt Budget, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$128,000, or any other amount, to fund the expected Fiscal Year 2024 revenue shortfall to the Airport Enterprise Fund, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 12. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$152,315, or any other amount, for the purpose of replacing all failed pavement, utility connections, parking lots, and loading docks, on the Pioneer Aviation property, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 13. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$125,000, or any other amount, for the purpose of funding a Wastewater Asset Vulnerability Inventory, including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission Request)

ARTICLE 14. To see if the Town will vote to authorize the Selectboard to negotiate and enter into a 10-year intermunicipal agreement for joint use of the Town of Erving's Wastewater Treatment System, or pass any vote or votes in relation thereto.

(Sewer Commission Request)

ARTICLE 15. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$90,000, or any other amount, for the purpose of purchasing and equipping a skid steer, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 16. To see if the Town will vote to raise and appropriate, transfer from available

funds, borrow or otherwise provide the sum of \$222,880, or any other amount, for the purpose of replacing a culvert on South Ferry Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 17. To see if the Town will vote to revoke Article #16 of the October 13, 2022 Special Town Meeting, which established an Opioid Settlement Stabilization Fund and dedicated all opioid settlement revenues to this fund, or pass any vote or votes in relation thereto.

(Selectboard Request)

From: Jeff Singleton
To: The Montague Selectboard
Re: FRTA Weekend Service
2-7-24

As you may or may not know, the FRTA is now implementing weekend fixed route service, the lack of which has been a major complaint of the public transit community since I have been involved in regional transit policy over the past two decades. We have been the only regional transit authority of the sixteen in the state without weekend fixed route service for reasons that have never been clear to many of us.

Well now it is here probably due to the availability of fair share “millionaire’s tax money, my guess is that this is being run as a “pilot” which probably means it is not permanent in its present form,

The current form weekend service is taking can be accessed the FRTA website. The links to the various routes are right on the front page. It is essentially a stripped down version of all the routes in the system running on both Saturday and Sunday,

In some ways this is similar to what other RTAs have for weekend service and in some ways it is quite different, The two RTAs that bracket the FRTA – Montachusett to the east and Berkshire to the west have traditionally had only modified Saturday service and this is what I have tended to favor as more affordable and consistent with the bidding system. The PVRTA to out south has modified service on Saturday and Sunday.

In my view the timing and quantity of bus trips within the routes are seriously flawed but this may have been the product of the availability of drivers willing to work on weekends and/or the opposition of the union to extending the bidding to weekends but all this is only speculation.

The above paragraphs contain many caveats and uncertainties, this is because this version of weekend service was never run by the advisory board or a special committee on weekend service established almost two years ago. And when these committees did meet explanations for the obstacles to weekend service did not include clear documentation and potential solutions.

The result was, I found out about the new weekend fixed route service looking out the window of a coffee shop in downtown Greenfield last Sunday and seeing a fixed route bus go by,

I am a strong supporter of weekend service and personally will be using these buses, But the process that produced this plan reflects terrible governance and no transparency. I wonder what the plan will be to make this a more viable form of weekend service and integrate this into the FRTA’s regular budget and union contract, otherwise we may see extreme changes in weekend service which will greatly undermine the reputation of the transit system.

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION
95 Fourth Street, Suite 3, Chelsea, MA 02150

2024 Seasonal Population Increase Estimation Form

Municipality:

Date:

Alcoholic Beverages Control Commission
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on _____
estimated that the temporary increased resident population
of _____, as of July 10, 2024 will be _____.

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief. The above statements are made under the pains and penalties of perjury.

Very truly yours,
Local Licensing Authorities

