

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, May 20, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/84255792484>

Meeting ID: 842 5579 2484 Passcode: 367274 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. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting May 13, 2024
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 **Liquor License Hearing**
 - Sow Loud LLC dba Avenue A Market, William McKerchie as manager, has applied for an Annual § 15 Off-Premises Wine and Malt Beverage License. The premises is located at 106 Avenue A, Turners Falls, MA consisting of a 1,276 sq. ft. single floor storefront, single room customer-facing with two storage areas in back. There are two entrances and two exits.
5. 6:40 **William McKerchie, The Upper Bend, 112 Avenue A, Turners Falls**
 - Request to place 4 tables with chairs in front of 112 Avenue A, The Upper Bend
- 6: 6:45 **Personnel Board**
 - Assistant Town Administrator Hiring Committee finalist candidate recommendations: Athena O'Keefe and Christopher Nolan
 - Appoint Steven Gochinski to DPW Department as Truck Driver/Laborer, Grade C, Step 1 at \$20.84/hr. Effective 5/21/2024
7. 6:55 **Brian McHugh, Director of Community Development - HRA**
 - To authorize payment #7 in the amount of \$1,288.00 to Berkshire Design Group for Construction Administration of the FY22.23 MONT Hillcrest Neighborhood Park Construction Project
 - To authorize Payment #3 for the Avenue A Streetscape Design Project in the amount of \$8,740.00, payable to Berkshire Design Group
8. 7:00 **Jon Dobosz, Parks Director**
 - Recommend award of Unity Skate Park Lighting Project to Central MA Signal LLC in the amount of \$95,998. To be funded by ARPA allocation.
9. 7:05 **Maureen Pollock, Town Planner**
 - Authorization to apply for Municipal Digital Equity Implementation Program Grant – Proposed creation of a new town municipal website that meets all accessibility standards

Montague Selectboard Meeting
May 20, 2024
Page 2

10. 7:10 **Executive Assistant Business**
- Summer Meeting Schedule
11. 7:15 **Assistant Town Administrator's Business**
- Adopt Inoperable and Unregistered Vehicle Permit Application Process in accordance with Town Bylaws
 - Invite MassDOT officials to discuss design progress and alternatives for MassDOT project 612799 to replace 3 bridges in Turners Falls (Turners Falls Rd over CT River, 5th St over Canal, and 6th St over Canal)
12. 7:25 **Town Administrator's Business**
- Authorize Town Administrator to file any comments on behalf of the Town with state and federal agencies with respect to the relicensing of FirstLight Powers' FERC Relicensing Application
 - Request to transfer \$3,000 from CD Discretionary Unallocated (225-5-184-5200) to CD Shea Theater (225-5-184-5240)
 - Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard Meeting, Monday, June 3, 2024 at 6:30 PM, In Person at 1 Avenue A, Turners Falls, and via ZOOM

PUBLIC HEARING

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that Sow Loud LLC dba Avenue A Market, William McKerchie as manager, has applied for an Annual § 15 Off-Premises Wine and Malt Beverage License. The premise is located at 106 Avenue A, Turners Falls, MA consisting of a 1,276 sq. ft. single floor storefront, single room customer-facing with two storage areas in back. There are two entrance's and two exits.

Date and place of hearing: Monday, May 20, 2024, 6:34 P.M. via ZOOM link on agenda at: <https://montague-ma.gov/d/12374/Selectboard-Meeting>

Montague License Commissioners



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

MONTAGUE
City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

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

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

APPLICANT INFORMATION

Name of Licensee DBA

Street Address Zip Code

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter of the Acts of (year)

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

Small retail market selling packaged foods and drinks, household goods, beer and wine. Building consists of a 1,276 sq. ft. single floor storefront, single room customer-facing with two storage areas in back. There are two entrance's and two exits.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

BOARD OF SELECTMEN
TOWN OF MONTAGUE

TABLES AND CHAIRS LICENSE

YEAR 2024
FEE: \$ 40 - 910 per table

Permit No. _____
Date: 4/22/24

The undersigned petitions the Montague Board of Selectmen for license to place tables and chairs at the location specified in the application.

LOCATION: 112 AVENUE A BUSINESS: THE UPPER BEND
OWNER: WILLIAM MCKERCHIE MANAGER: _____

1. The granting and use of this license is in accordance with the Policies for Placing Tables and Chairs in a Public Way approved by the Board of Selectmen June 17, 2002. Compliance with the Policies are a condition of this license.
2. I/We agree to indemnify and hold the Town of Montague harmless from all claims for damage whatsoever arising from the occupation of said public ways under this license. A Certificate of Insurance is attached and will be maintained in the amount of \$500,000/\$500,000.
3. I/We have read the Policies and agree to abide by all conditions stated.

By: WILLIAM MCKERCHIE

Address: 93 K STREET TURNERS FALLS
Telephone #: 315-396-3607

This license and the location diagram shall be available at the requested location for inspection during the time of use to any enforcing officer of the Town.

Additional conditions: _____

Reviewed by: Superintendent of Public Works _____
Signature and Date

The Montague Board of Selectmen voted the petition approved and license granted. 5/20/2024
Date

Chair, Montague Selectboard



Board of Selectmen
Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3204
FAX: (413) 863-3231

POLICIES FOR PLACING TABLES & CHAIRS IN A PUBLIC WAY

Adopted: August 12, 2002

As authorized by

Town of Montague By-laws Article IV, Sections 3, 4, 5 & 6

A. Application for Sidewalk Tables and Chairs

1. The application shall be submitted on the form supplied and give the name and location of the business applying, the owner and manager having control of the site and the proposed number and location for the requested tables and chairs.
2. The application shall include a photograph or graphic design and a detailed sketch of the tables, chairs and trash containers indicating all dimensions and locations relative to the business, adjacent entrances, sidewalk, streets and curbs.
3. The applicant shall have a posted use policy.

B. Location Criteria

1. Pedestrian and vehicular traffic and sight lines shall not be impeded or obstructed.
2. The sidewalk adjacent to the proposed tables and chairs must remain at a clear width of seven feet.
3. The tables and chairs shall be placed against the existing building or at another approved location.
4. Maximum width of the tables shall be 30".
5. Chairs may be placed on each side of tables out of the way of pedestrian flow and may not encroach further than the tables into the sidewalk.

C. Care and Maintenance

1. Tables and chairs shall be sturdy, stable and in good repair.
2. The license holder shall supply a trash container and be responsible for assuring cleanliness and removal of trash arising from the use of the tables and chairs.
3. The tables, chairs and trash shall be removed from the sidewalk each day at the close of business.


Fee, Surety and Permit Duration

1. Annual Fee \$10.00 per table.
2. The applicant shall indemnify and hold the Town of Montague harmless from all claims for damage whatsoever arising from the occupation of said public ways under this license. An insurance certificate in the amount of \$500,000/\$500,000 shall be supplied and the insurance maintained in full force and effect for the full term of the license with the Town of Montague named as an additional insured.
3. The license shall be valid for the period from April 1 to October 31 only during the year it is issued. A renewal application must be filed for each calendar year.
4. The Board of Selectmen and Superintendent of Public Works reserve the right to temporarily suspend the license for street cleaning, clearing or maintenance, special events or for reasons of Public Safety.

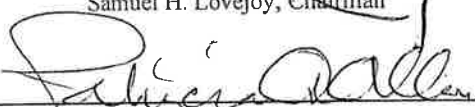
E Approval

1. Licenses are issued in accordance with this Policy and Article IV, *Regulations Relating To Streets, Sewers, Etc*, Sections 3-6 of the By-laws of the Town of Montague, which governs the placing of objects in the public way.
2. The Board of Selectmen may approve the final site locations and license at a regularly scheduled meeting.
3. If an applicant cannot meet one or more of the required conditions the Board may hold a Public Hearing and may vary the terms and conditions of these policies for cause and impose reasonable conditions. Notification of abutters and advertisement in the local newspaper is required at the cost of the applicant.
4. Violation of the conditions and terms of the license shall result in a termination and forfeiture of the license. The Board shall order the tables and chairs removed and if required a pick-up fee assessed in the amount of \$10.00 per item.

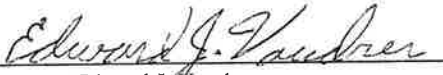
Approved and Adopted by the Montague Board of Selectmen on August 12, 2002
The Board of Selectmen reserves the right to alter this Policy.



Samuel H. Lovejoy, Chairman

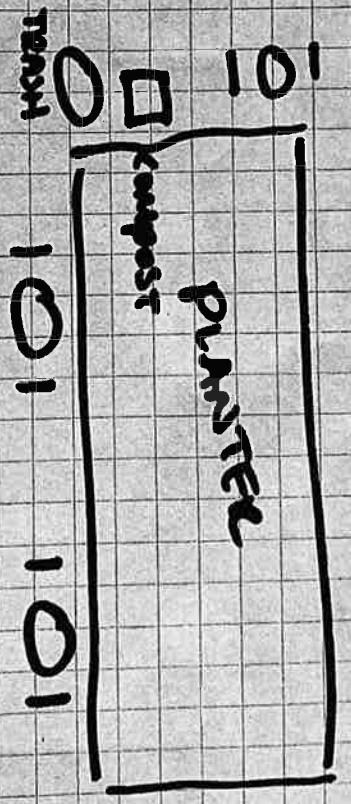
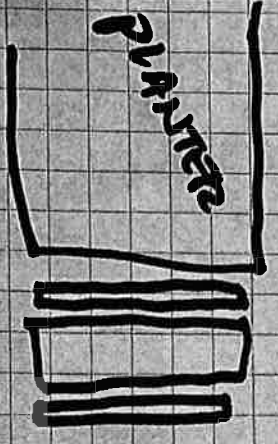


Patricia A. Allen



Edward J. Voudren

AVENUE A



101

101

1006

AVENUE MARKET

112

UPPERBEND

TABLES TOTAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Jessie Tatro	
Dale A. Frank Insurance Agency Inc		PHONE (A/C, No., Ext): (413) 665-8324	FAX (A/C, No):
2 Amherst Road		E-MAIL ADDRESS: Jessie@dalefrankinsurance.com	
Sunderland MA 01375		INSURER(S) AFFORDING COVERAGE	
		INSURER A : GREEN MOUNTAIN INS CO INC	NAIC # 20680
INSURED		INSURER B : MOUNT VERNON FIRE INS CO	
Sow Loud LLC DBA The Upper Bend Cafe + Bruncheonette		INSURER C :	
111 N SILVER LN		INSURER D :	
SUNDERLAND MA 01375-9566		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20058405	04/19/2024	04/19/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						\$	
	DED	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
B	LIQUOR LIABILITY			LQ 2003888B	05/01/2023	05/01/2024	PER PERSON LIMIT	500,000	
							PER ACCIDENT	1,000,000	
							AGGREGATE LIMIT	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Town of Montague	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1 Avenue A	
Turners Falls MA 01376	AUTHORIZED REPRESENTATIVE

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ATHENA O'KEEFFE

CONTACT

📞 413-428-1458

✉ athena.okeeffe@gmail.com

📍 Greenfield, Massachusetts

EDUCATION

Master of Public Administration ΠAA National Honors Society for Public Administration

2024

Suffolk University

Certificate in Local Government Leadership and Management

2022

Suffolk University
Massachusetts Municipal Association

Leadership Institute for Political and Public Impact

2020

University of Massachusetts Amherst
Women's Fund of Western Massachusetts

Bachelor of Arts

2010

Eastern Connecticut State University

SUMMARY

Dynamic and results-oriented public administration professional with extensive experience in government relations, strategic planning, interdepartmental collaboration, policy analysis, and legislative coordination.

Seeking a challenging role where I can leverage my skills and expertise to contribute to the efficient operation and strategic growth of a municipality.

Special interest in workforce development, housing, and community partnerships.

WORK EXPERIENCE

Clerk of the Town Council

Town of Amherst, Massachusetts

Management Assistant - Town Clerk Department

Town of Amherst, Massachusetts

Assistant Director, Retail Dining Services

Chartwells at Eastern Connecticut State University

KNOWLEDGE, SKILLS, AND ABILITIES

- Policy Research, Development, Implementation, and Analysis
- Interdepartmental Coordination
- Project Management
- Data Analysis
- Information Based Management
- Issue Management
- Government Relations
- Strategic Planning
- Regulatory Compliance
- Communications
- Ethics
- Technology Integration
- Grant Writing and Management
- Budget Development
- Organizational Change
- Collaborative Public Management
- Legislative Research and Coordination

References available on request

ATHENA O'KEEFFE

27 Maple Street
Greenfield, Massachusetts 01301
athena.okeeffe@gmail.com
413-428-1458

Assistant Town Administrator Hiring Committee
Town of Montague, Massachusetts
1 Avenue A
TurnersFalls, Massachusetts 01376

April 17, 2024

RE: Assistant Town Administrator Position

Dear Assistant Town Administrator Hiring Committee Members,

I am writing to express my interest in the Assistant Town Administrator position. With a solid background in municipal operations, strategic planning, and government relations, coupled with my deep commitment to public service, I am eager to contribute to Montague's continued success and growth.

As outlined in the job description, I bring experience in the coordination of municipal processes, the development of strategic plans, policy development and analysis, and communication. My ability to conceptualise and implement effective strategies has resulted in tangible improvements in the community I currently serve. My experience in grant writing, budget development and coordination, and strategic planning aligns well with this role.

Furthermore, my leadership skills have been honed through years of supervising and supporting staff in the private sector, as well as managing legislative processes and coordinating among departments in the public sector. I am adept at fostering positive working relationships and promoting collaboration across departments to achieve common goals.

In terms of qualifications, I am graduating from Suffolk University with a Master's degree in Public Administration in May and possess 9 years of experience in municipal government roles. My knowledge of relevant state laws, coupled with my expertise in public management principles and project management, positions me well to handle the complexities of this position.

Moreover, my ability to communicate effectively, both orally and in writing, ensures clear and transparent communication with stakeholders, fostering trust and cooperation within the community.

I am particularly drawn to this position because I live in Franklin County and I would love to bring my dedication and passion for public service to the community where I live. Since moving to western Massachusetts in 2015, I have had many wonderful experiences in Montague's five villages. My family and I have enjoyed performances at the Shea Theater, weekends at the Mutton and Mead Festival (we are thrilled it will be back this year), delicious meals at restaurants in Turners Falls and Millers Falls, long summer days at the Saw Mill River, and hours browsing at the Book Mill.

Thank you for considering my application. I am eager to further discuss how my background, skills, and passion for public service align with Montague's needs.

I look forward to hearing from you. I am available at your earliest convenience for an interview and can be reached at 413-428-1458 or via email at athena.okeeffe@gmail.com.

Sincerely,

A handwritten signature in black ink that reads "Athena O'Keeffe". The signature is written in a cursive, flowing style.

Athena O'Keeffe

CHRISTOPHER NOLAN

christopherjnolan38@gmail.com ☎ (508) 332-2917 ☎ West Springfield, MA 01089

EDUCATION

Westfield State University September 2023 – December 2025 (expected)
Master in Public Administration (MPA) [Concentration in Public Management]

Suffolk University – Massachusetts Municipal Association September 2022 – May 2023
Certificate in Local Government and Leadership Management

University of Massachusetts Amherst August 2017 - May 2021
Political Science (B.A.), Communication (B.A.) [Dual Degree] GPA: 3.87/4.0

EMPLOYMENT

Town of Deerfield – Assistant Town Administrator (October 2022-present)

- Assists the Town Administrator on a variety of broad-based management issues, including human resource management, grant writing and administration, budget administration, and project management.
- Attends meetings of Selectboard and other bodies, providing regular updates on major projects and receiving feedback.
- Currently leading a Town project for the redevelopment of a vacant downtown lot into a parking area and green space. Led effort to secure grant funding for this project, which resulted in successful award of \$2.46 million from a federal EV charging grant.
- Successfully enrolled Town in the Municipal Cybersecurity Awareness Grant Program through the Executive Office of Technology Services and Security, and currently implementing staff cybersecurity training.

Town of Ware - Executive Assistant to the Town Manager & Select Board (August 2021-October 2022),

- Worked in office setting assisting Town Manager, town officials, and various municipal departments with wide range of tasks, including annual permitting for liquor licenses, auto dealers, and other Select Board-issued licenses.
- Attended all Selectboard meetings and took detailed meeting minutes.
- Served in customer-facing role as operator of main phone line for Town Hall.

UMass Transit - Driver Supervisor and Bus Operator (December 2017-August 2021),

- Responsible for supervising student employees.
 - Was promoted from Bus Driver to Radio Operator, then again to Driver Supervisor.
 - Worked in a managerial position, learned skills in leadership and emergency management, including as a frontline worker during the COVID-19 pandemic.
-

RELATED EXPERIENCE

West Springfield, MA - Zoning Board of Appeals (July 2022-present)

- Currently serving as a Member of Town Board tasked with granting Special Permits for nonconforming uses and structures, Comprehensive Permits, Variances from the Zoning Ordinance, and appeals of Building Commissioner decisions
-

SKILLS

- Has a strong understanding of municipal government, including the unique fiscal and legal challenges
 - Works effectively on teams and communicates well
 - Experience with Microsoft Office, Google Suite, Adobe, COMMBUYS, AxisGIS, CivicEngage, Revize, the ResilientMass Climate Resilience Design Standards Tool, and Chargepoint
-

CERTIFICATIONS

- Notary Public in Commonwealth of Massachusetts
- Massachusetts Certified Public Purchasing Official (MCPPO) – pending confirmation from Office of Inspector General as of April 18, 2024

CHRISTOPHER NOLAN

christopherjnolan38@gmail.com ☎ (508) 332-2917 ☎ West Springfield, MA 01089

April 19, 2024

Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Hiring Committee,

As an enthusiastic leader with plans for a long and bright future in municipal governance, I am writing with the utmost interest in serving as the Town of Montague's next Assistant Town Administrator. I feel that given my skills, passion, long-term career goals, and municipal experience, I would serve as a long-term asset to the Town in this position, while also continuing to grow professionally.

After graduating from the University of Massachusetts Amherst in 2021 with a Dual Degree in Political Science and Communication, I knew I wanted to remain in the Pioneer Valley, and to serve in a position where I could use my education in government-related matters to make a positive difference in the lives of others. I entered the field of local government when I began working for the Town of Ware that same year as Executive Assistant to the Town Manager and Select Board. I built a strong foundation by jumping on every opportunity to shadow the Town Manager, and established the long-term goal of serving in a similar capacity myself. I played an active role in the formulation of Ware's FY23 Budget, including attending meetings between the Town Manager and Department Heads, coordinating various revenues and expenditures with the Town Accountant, and organizing the logistics of the Annual Town Meeting in May, where the budget was approved.

In October 2022, I took advantage of an exciting advancement opportunity and became the Assistant Town Administrator for the Town of Deerfield. This was a major step that allowed me to build from the municipal knowledge base I established in Ware while acquiring new skills in more advanced areas. One such area was procurement, where I have been assigned to lead certain project-related purchases of construction services, real property, and supplies in accordance with statute. However, my proudest accomplishment while in Deerfield has been the successful coordination of the ongoing Leary Lot project, which calls for the redevelopment of a vacant lot in downtown South Deerfield to be used for a combination of parking and green space. Part of the project is the introduction of Level 2 and 3 EV chargers, and this component was the basis of our successful application for a federal Charging and Fueling Infrastructure (CFI) grant for roughly \$2.46 million under the Bipartisan Infrastructure Law. Deerfield's was the only project to be awarded this grant in Massachusetts, and the smallest municipality in the country to receive an award. The Leary Lot project emphasizes economic development by creating an inviting space that will not only welcome residents of the region to visit South Deerfield's shops and restaurants while charging their electric vehicles, but will also bring electric-powered passenger and commercial traffic off of nearby I-91 into town to use some of the area's first rapid chargers, all to the benefit of our local economy.

I believe that serving as Assistant Town Administrator would be of mutual benefit to both the Town of Montague and myself. I would like to thank you for your consideration, and enthusiastically invite the opportunity to speak with you further about this position.

Sincerely,
Christopher Nolan

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment**: _____ Meeting Date: 05/20/2024

Authorized Signature: _____

Board Authorizing **Wages**: _____ Meeting Date: 05/20/2024

Authorized Signature: _____

General Information:

Full name of employee: Steven Gochinski Department: DPW

Title: Truck Driver/Laborer Effective date of hire: 05/21/2024

New Hire:

Permanent: X Y ___N If temporary, estimated length of service: _____

Hours per Week: 40 Union: UE

Wages:

Union: UE

Wages: Grade C Step 1 Wage Rate: \$ 20.84 (annual/ hourly)

Notes:

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

_____ Town Clerk



FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY
241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
spleasant@fcrhra.org

AUTHORIZATION TO DISBURSE
Invoice # 2023-145- 7
Project No. 2023-145
TOWN OF MONTAGUE FY22.23 CDBG
FY22.23 Hillcrest Park Construction(6C)
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060

Date: May 10, 2024

Total Contract	21,400.00
Total Paid to Date:	12,200.00
Balance:	9,200.00
This Invoice:	1,288.00
Balance:	7,912.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period April 1 to April 31, 2024.

See attached invoice dated: May 10, 2024	FY22.23 MONT \$1,288.00
--	--

I reviewed this invoice on 05/10/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$1,288.00**

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



4 Allen Place, Northampton, MA 01060
 413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.
 Attn: Mr. Brian Mchugh
 241 Millers Falls Rd.
 Turners Falls, MA 01376

INVOICE # 2023-145-7

May 10, 2024

Project No: 2023-145

Re: Montague - 30 Griswold St - Hillcrest Playground

For professional landscape architectural, civil engineering and land surveying services listed below for the period April 1, 2024 to April 30, 2024:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
100% CD	\$8,500.00	100.00%	0.00%	\$0.00
Bidding	\$3,700.00	100.00%	0.00%	\$0.00
Construction Administration	\$9,200.00	14.00%	14.00%	\$1,288.00
	<u>\$21,400.00</u>			
Subtotal Task Charges				\$1,288.00
INVOICE TOTAL				\$1,288.00

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

Statement of Accounts

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2023-145-6	4/26/2024	\$2,127.50	\$0.00	\$0.00	\$0.00	\$2,127.50
Total Prior Billing		\$2,127.50	\$0.00	\$0.00	\$0.00	\$2,127.50
				Total Due		\$3,415.50



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
spleasant@fcrhra.org

AUTHORIZATION TO DISBURSE

Invoice # 2024-028-3

Project No. 2024-028

TOWN OF MONTAGUE FY22.23 CDBG

FY22.23 Avenue A Streetscape Design Phase IV (6K)

Contractor: Berkshire Design Group

4 Allen Place

Northampton, MA 01060

Date: May 15, 2024

Total Contract	70,800.00
Total Paid to Date:	12,460.00
Balance:	58,340.00
This Invoice:	8,740.00
Balance:	49,600.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period April 1, 2024 to April 30, 2024.

See attached invoice dated: April 26, 2024

**FY22.23
MONT
\$8,740.00**

I reviewed this invoice on 05/15/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$8,740.00**



Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



4 Allen Place, Northampton, MA 01060
 413-582-7000 t • 413-582-7005 f

INVOICE # 2024-028-3

Town of Montague Planning Dept.
 Attn: Mr. Brian Mchugh
 241 Millers Falls Rd.
 Turners Falls, MA 01376

May 15, 2024

Project No: 2024-028

Re: Montague - FY 24 Avenue A Streetscape Phase III

For professional landscape architectural, civil engineering and land surveying services listed below for the period April 1, 2024 to April 30, 2024:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Topographic Survey	\$6,200.00	100.00%	20.00%	\$1,240.00
GPR/Utility Investigation	\$15,000.00	100.00%	50.00%	\$7,500.00
Electrical Design	\$12,000.00	0.00%	0.00%	\$0.00
Plumbing Design	\$8,000.00	0.00%	0.00%	\$0.00
Schematic Design	\$5,300.00	0.00%	0.00%	\$0.00
Design Development	\$2,800.00	0.00%	0.00%	\$0.00
Cost Estimate	\$7,200.00	0.00%	0.00%	\$0.00
Construction Documents	\$6,200.00	0.00%	0.00%	\$0.00
Bidding and Construction Admin	\$8,100.00	0.00%	0.00%	\$0.00
	<u>\$70,800.00</u>			
Subtotal Task Charges				\$8,740.00
INVOICE TOTAL				\$8,740.00

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

Town of Montague
Unity Skate Park Bid Results

Opening 5.15.2025 1PM

Montague Town Hall One Avenue A Turners Falls, MA

Present: Jon Dobosz, Parks Director

Witness: Walter Ramsey, Selectboard Office

Central MA Signal LLC	\$95,998.00
Earthlight Technologies, LLC	\$125,000.00

Anticipated award 5/20/2024

PRICE QUOTE FORM

TO: The Town of Montague

The undersigned certifies that he/she is an authorized signer of the Price Quote and that there are no known barriers to the execution and performance of a contract agreement with the Town of Montague. The undersigned acknowledges receipt of any Addenda to the original RFQ, if applicable, and certifies that this quote includes consideration thereof:

CMS SIGNED QUESTIONS SHEET AS PART OF THE BID

Addendum # N/A Date: _____, 2024 Addendum# N/A Date: _____, 2024

The Bidder agrees that the Owner will have thirty (30) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications for Lump Sum Work, but involved in carrying out their intent are will be performed the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications and they are licensed to perform the services in the Commonwealth of Massachusetts and that workmanship is warranted for at least one year.

A Statement of Capacity and past experience that verifies bidder understands and can meet the requirements of this project is included as a part of this Form for General Bid.

UNITY SKATE PARK LIGHTING PROJECT

Form for General Bid Page 2

The Bidder will take in full payment, therefore, the following price, to wit:

Total Lump Sum Bid Amount \$ 95,998.00

In words: Ninety Five Thousand Nine Hundred Ninety Eight Dollars and Zero Cents

Bid Bond and Payment Bond requirements are to be based on this lump sum bid amount exclusive of additional pricing requested below.

Proposed lighting system product name: MUSCO

Authorized Signature  Printed Name Matthew Collette

Title Manager Company Name Central Mass Signal LLC

Company Address 41 Lawrence Street Northborough MA 01532

Phone 508-393-0511 Email info@centralmasssignal.com 508-317-7286

Date 5/15/2024

UNITY SKATE PARK LIGHTING PROJECT

Form for General Bid Page 3

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

80-0775714 Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE

UNITY SKATE PARK LIGHTING PROJECT

REFERENCES

Please list AT LEAST THREE references, preferably for PUBLIC projects of similar size and scope. Please make sure contact information is CURRENT. Inability to check references may affect the eligibility of your bid. Use additional sheet for more references. TOWN RESERVES THE RIGHT TO CHECK PAST PERFORMANCE BEYOND REFERENCES PROVIDED.

1 City of Framingham

Name of Project Contract Dates

Baseball Field Lighting Retrofit 2024

Name of Contact Person Title of Contact Person Phone Number

Christopher McGinty, Superintendant of parks and recreation 508-294-1419

Describe Scope of Work (nature and cost)

Retrofit QTY-12 MUSCO light poles, and controllers \$61,888.00

2 Town of Needham

Name of Project Contract Dates

Mcleod Field 2023

Name of Contact Person Title of Contact Person Phone Number

Ed Olsen, Superindendent of Parks and Forestry 781-455-7550 \$94,000.00

Describe Scope of Work (nature and cost)

3 Town of Clinton

Name of Project Contract Dates

Salvage Field 2023

Name of Contact Person Title of Contact Person Phone Number

Brian, parks and recreation superindendent 774-261-0194

Describe Scope of Work (nature and cost)

Installation of QTY-6 MUSCO lighting poles for the saoftball field. Underground conduit, \$102,000.00

TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Authorized Official's Signature Title of Person Signing

Typed or Printed Name of Person Signing Company Name

Matthew Collette

Telephone Number 508-317-7286 Address 41 Lawrence Street Northborough MA 01532

Fax Number N/A

Date 05/13/2024 Email info@centralmasssignal.com 508-317-7286

DEBARMENT STATEMENT

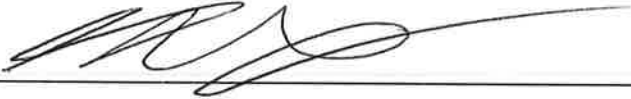
Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

Debarment (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date 05/13/2024

Authorized Official's Signature



Typed or Printed Name of Person Signing

Matthew Collette

Company or Corporation

Central Mass Signal LLC

UNITY SKATE PARK LIGHTING PROJECT

OSHA CERTIFICATION

I hereby certify that all of our employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and we have proof on file. I also certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Date 5/13/2024

Authorized Official's Signature

A handwritten signature in black ink, appearing to read 'Matthew Collette', is written over a horizontal line. To the left of the signature is a small square box containing a checkmark.

Typed or Printed Name of Person Signing

Matthew Collette

Company or Corporation

Central Mass Signal LLC

Name and Telephone # of Person who will be filing CERTIFIED PAYROLL

Matthew Collette 508-393-0511

UNITY SKATE PARK LIGHTING PROJECT

CERTIFICATE OF CORPORATE AUTHORITY (if applicable)

At a duly authorized meeting of the Board of Directors of Central Mass Signal LLC
(Name of Corporation)

held on 5/13/2024 it
was VOTED that:
(Date)

Matthew Collette
(Name)

Manger
(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such Matthew Collette Mangaer under seal of the

(Officer)

company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: Samantha Cadrin

TITLE: Clerk

PLACE OF BUSINESS: Central Mass Signal LLC

DATE OF THIS CERTIFICATE: 5/13/2024

I hereby certify that I am the clerk of the Central Mass Signal LLC that Matthew Collette is the duly elected Manager of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Samantha Cadrin
(Clerk)

CORPORATE SEAL


AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Central Mass Signal LLC
 41 Lawrence Street
 Northborough, MA 01532

OWNER:*(Name, legal status and address)*

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

BOND AMOUNT: \$

Five Percent of Amount Bid (5% of Bid)

PROJECT:*(Name, location or address, and Project number, if any)*

Unity Skate Park Lighting Project

SURETY:*(Name, legal status and principal place of business)*

Great Midwest Insurance Company
 800 Gessner, Suite 600
 Houston, TX 77024

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of May

, 2024


(Witness)


(Witness)

Central Mass Signal LLC

(Contractor as Principal) (Seal)


(Title)

Great Midwest Insurance Company

(Surety) (Seal)


(Title)

Matthew Leskanic, Attorney-in-Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Greg Angel, Mark D. Leskanic, Matthew Leskanic, Bette Botticello, Lauren Leskanic, Colin Warner

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

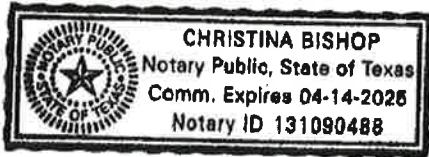


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of May, 2024.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

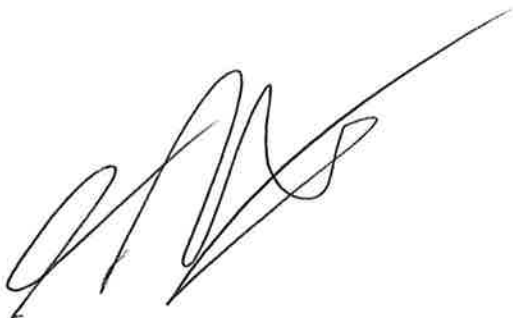
Unity Skatepark Lighting Project – Questions

- **Question 1: Who will be responsible for utility fees?**
 - Answer 1 – Town of Montague
- **Question 2: What do we want for controls?**
 - Answer 2 – Manual On/Off, with time clock.
- **Question 3: Who will temporarily move fencing?**
 - Answer 3 – Town of Montague, DPW
- **Question 4: Is the line voltage on the utility drop single phase 120/240v?**
 - Answer 4 – According to Eversource; Yes, it will be 120/240V for single phase applications.

Other items;

Utility Company – Eversource

- Transformer not needed
- Meter orders are currently taking 4 – 6 weeks
- A meter socket list will be made available when the contractor and project start date are set.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.



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

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

2024 Summer Meeting Schedule

Monday, May 20 (Zoom)

Monday, June 3 (Hybrid)

Monday, June 17 (Hybrid)

Monday, June 24 (Zoom)

Monday, July 8 (Hybrid)

Monday, July 22 (Zoom)

Monday, August 5 (Hybrid)

Monday August 19 (Zoom)

Monday, August 28 (Zoom) (Date being held in case a meeting is needed)

Monday, September 9 (Hybrid) – Regular Weekly Meetings Resume

Hybrid: Meeting held in-person with remote attendance and/or participation being provided as a courtesy. A quorum of Selectboard members must be present for a meeting to be held.

Zoom: Meeting to be held remotely via Zoom. Link to log in is posted on website calendar: <https://www.montague-ma.gov/calendar>



Office of the Selectboard
Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 www.montague-ma.gov

Inoperable and Unregistered Vehicle Storage Permit Application
(Under Town Bylaw adopted 5/5/2012)

This application is for residents who are seeking to store more than one ungaraged Inoperable Vehicle, on a premises in the Town of Montague. The bylaw defines an Inoperable Vehicle as a motor vehicle or trailer that is not capable of being used as such in its existing condition by reason of being damaged, dismantled, or failing to contain parts necessary for operation. Any unregistered vehicle shall be considered an Inoperable Vehicle in accordance with the bylaw.

The permit is valid from July 1 – June 30 each year. If the vehicle has not been restored within that timeframe, a permit renewal will be required.

The permit may only be granted after a public hearing and finding from the Selectboard that:

- no hazard to health or safety exist or will be created
- no unsightly conditions are visible from a public street or abutting property exist or will be created

The permit may be granted upon such terms and conditions as the Board may deem appropriate, including but not limited to a limit on the number of Inoperable Vehicles that may be stored at any one time, or the number of vehicles that may be cycled onto and off the property in a giver period.

Pemit Fee - \$50.00 Application Fee plus cost of legal ad and abutter notification

Renewal Fee - \$50.00

Action: New Renewal Change Cancel (check box)

PREMISES: Assessor's Parcel Identification #: MAP: _____ LOT: _____

APPLICANT:

Name _____

Address: _____

Telephone #: _____

Email: _____

PROPERTY OWNER: (if different from applicant)

Name: _____

Telephone #: _____ Email: _____

INOPERABLE VEHICLE OWNER: (if different from applicant)

(Up to one inoperable vehicle may be stored ungaraged on the premise without the need for a permit)

Name: _____

Telephone #: _____

Email: _____

Total # of additional ungaraged Inoperable Vehicles to be on site: _____

Inoperable Vehicle Storage Permit Application

Does the applicant intend to restore the inoperable vehicle(s)? Yes No

Will the applicant make the repairs? Yes No

If not who will make the repairs? _____

List the Vehicle Identification Number (VIN) and make and model for each inoperable vehicle on premise.

Describe where the Inoperable Vehicle(s) will be stored on the premise

Describe plan to mitigate unsightly conditions visible from public streets and abutting properties:

What situation or condition requires you to have additional ungaraged inoperable vehicles stored on this property?

Does the applicant agree to allow an agent for the Town, with proper notice, to inspect the property prior to issuance or renewal of permit? Yes No

Additional Attachments:

- o Application fee of \$50.00
- o Cost of legal ad and abutter notification must be received by Selectboard Office prior to hearing.
- o Plot plan or photographs depicting the location of the Inoperable Vehicle(s)

Signature of Applicant _____ Date: _____

Signature of Property Owner (if different) _____ Date _____

Permit Approval / Denial

Your Application for Inoperable Vehicle Permit is : Approved Denied (check box)

_____/_____/20____
Selectboard Chair Signature Date

If denied, the above-named applicant is denied a permit in the Town of Montague for the following reasons: _____

Tax Collector Confirmation of Tax Payment: Yes No (check box)

_____/_____/20____
Treasurer/Collector Signature Date

License Fee Received \$ _____ on ____/____/20____

Excerpt from Town of Montague Bylaws

INOPERABLE OR UNREGISTERED MOTOR VEHICLE BYLAW Voted 5-5-2012 Art. #26. Approved by Attorney General 9-4-2012.

Section 1: Purpose

It is the intent of this by-law to provide a mechanism for regulating, subject to reasonable and appropriate controls, the storage of Inoperable and/or Unregistered Motor Vehicles within the Town of Montague.

Section 2: Definitions

FARMER – a person substantially engaged in the occupation of farming, as further defined in Massachusetts General Law (M.G.L.) Chapter 90, Section 1.

GARAGE: A building, as defined by the Montague Zoning By-Law for the storage of motor vehicles.

MOTOR VEHICLE: Any motor vehicle defined as such in M.G.L. Chapter 90, Section 1, requiring registration pursuant to M.G.L. Chapter 90, Section 2 to be operated on a public way.

INOPERABLE VEHICLE: any Motor Vehicle or Trailer, that is not capable of being used as such in its existing condition by reason of being damaged, dismantled or failing to contain parts necessary for operation. Any Unregistered Vehicle, as defined herein, shall be considered an Inoperable Vehicle for purposes of this Bylaw.

OPERABLE VEHICLE: any Motor Vehicle or Trailer, that is capable of being used in its existing condition for the purpose for which it was designed and that is registered in accordance with Massachusetts General Laws, Chapter 90, Section 2.

UNREGISTERED VEHICLE: any Motor Vehicle or Trailer that is not registered in accordance with Massachusetts General Laws, Chapter 90, Section 2.

TRAILER: Any vehicle defined as such in M.G.L. Chapter 90, Section 1.

Section 3: Storage of one (1) Inoperable Vehicle Permitted

A property owner, or other person having the permission of the property owner, may store one (1) Inoperable Vehicle on said premises.

Section 4: Storage of more than one (1) Inoperable Vehicle

- (a) No property owner, or any person, may store or permit to be stored more than one (1) Inoperable Vehicle on said property owner's premises unless:
 - 1. The vehicles are stored in a garage, or;
 - 2. An Inoperable Vehicle Storage Permit is granted by the Board of Selectmen after a public hearing as described in Section 5 of this By-law, or;
 - 3. The property owner or person in control of the property holds a Class I or Class II or Class III License for the sale of motor vehicles or trailers issued pursuant to M.G.L. Chapter 140, Section 57 to Section 69.
- (b) This Section shall not apply to a Farmer or a Farm Equipment dealer as defined in M.G.L. Chapter 93G, Section 1.

Section 5: Inoperable Vehicle Storage Permit

- (a) Any property owner or other person with the permission of the property owner, seeking to store more than one Inoperable Vehicle, un-garaged on a premise must make application for an Inoperable Vehicle Storage Permit to the Board of Selectmen.
- (b) The application shall be accompanied by a fee of \$100. Said fee may be amended by the Board of Selectmen from time to time.
- (c) Upon receipt of an application for an Inoperable Vehicle Storage Permit, the Board of Selectmen shall hold a public hearing on the issue within 30 days.
- (d) An Inoperable Vehicle Storage Permit may be granted by the Board of Selectmen if it finds that no hazard to health or safety are involved and no unsightly conditions visible from public streets or ways, or abutting properties, exist or will be created and upon such terms and conditions as the Board deems appropriate, including but not-limited-to a limit on the number of Inoperable Vehicles that may be stored at any one time.
- (e) Prior to any public hearing the Selectmen may request the Board of Health or any other agent of the town to conduct an inspection of the property in question. The Board of Health or other agent of the town, as requested, shall submit a report to the Board of Selectmen describing any issues of concern.
- (f) The Board of Selectmen may waive the public hearing requirement to allow more than one (1) Inoperable or Unregistered Vehicle on a premises for a period of (30) days or less if it finds that no hazards to health or safety are involved and no

unsightly conditions visible from public streets or ways, or abutting properties, exist or will be created by the storage of said vehicles for such temporary period of time.

(g) Legal notice of any public hearing held pursuant to this section shall be given by:

- (1) Posting legal notice in a newspaper of general circulation at least seven (7) days prior to the date of the public hearing and,
- (2) Sending notification to all abutters, within three hundred (300) feet of any part of the storage property, via first class letter.

Section 6: Enforcement

This By-law may be enforced by the Police Department, Board of Health, Zoning Enforcement Officer, or other designee of the Board of Selectmen.

Section 7: Violations and Penalties

- (a) Non-Criminal Disposition - Whoever violates any provision of this by-law may be penalized by a non-criminal disposition as provided in Massachusetts General Laws, Chapter 40, Section 21D and may be punished by a non-criminal fine of fifty dollars (\$50) for the 1st offense, one hundred dollars (\$100) for the 2nd offense, and two hundred dollars (\$200) for the 3rd and subsequent offenses. Each day a violation continues shall constitute a separate offense.
- (b) Criminal Complaint - Whoever violates any provision of this by-law may be penalized by indictment or on complaint brought in the district court. The maximum penalty for violation of this by-law shall be three hundred dollars (\$300) for each offense. Each day on which a violation exists shall be deemed to be a separate offense; or
- (c) The Town may enforce this Bylaw or enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

Section 8: Existing Inoperable Motor Vehicles

A property owner, or other person having the permission of the property owner, who, at the time this by-law takes effect, is in violation of any section(s) of this by-law shall have ninety (90) days to come into compliance.

Section 9: Severability

In the event any section or provision of this by-law is declared invalid or unconstitutional, the remaining sections and provisions shall remain in full force and effect.

Overview of 401 Water Quality Certification and Final Licensing Process

May 20, 2024

Key upcoming dates

- Wednesday, May 22. **FERC Deadline** for Motions to Intervene and Comment. Written comments must be submitted to FERC through [FERC e-file](#).
- Wednesday, May 29 at either 1:30 pm or 7:00 pm. **MassDEP hearings** on the 401 Water Quality Certificate.
- Monday, June 3 at 5 PM. **MassDEP Deadline** for comments on the 401 Water Quality Certificate. Written comments may be sent electronically via email to dep.hydro@mass.gov and must include "FirstLight 401 WQC" in the subject line in order to be considered by MassDEP.

Info on the 401 hearings and copy of the 401 Water Quality Certificate application is [here](#).

General game plan between now and June 3

FRCOG is working on two sets of comments that will be unified into a single comment letter: erosion and non-erosion comments.

CRC and FRCOG's erosion consultant is working on a technical comment letter and we are currently waiting for a draft of that.

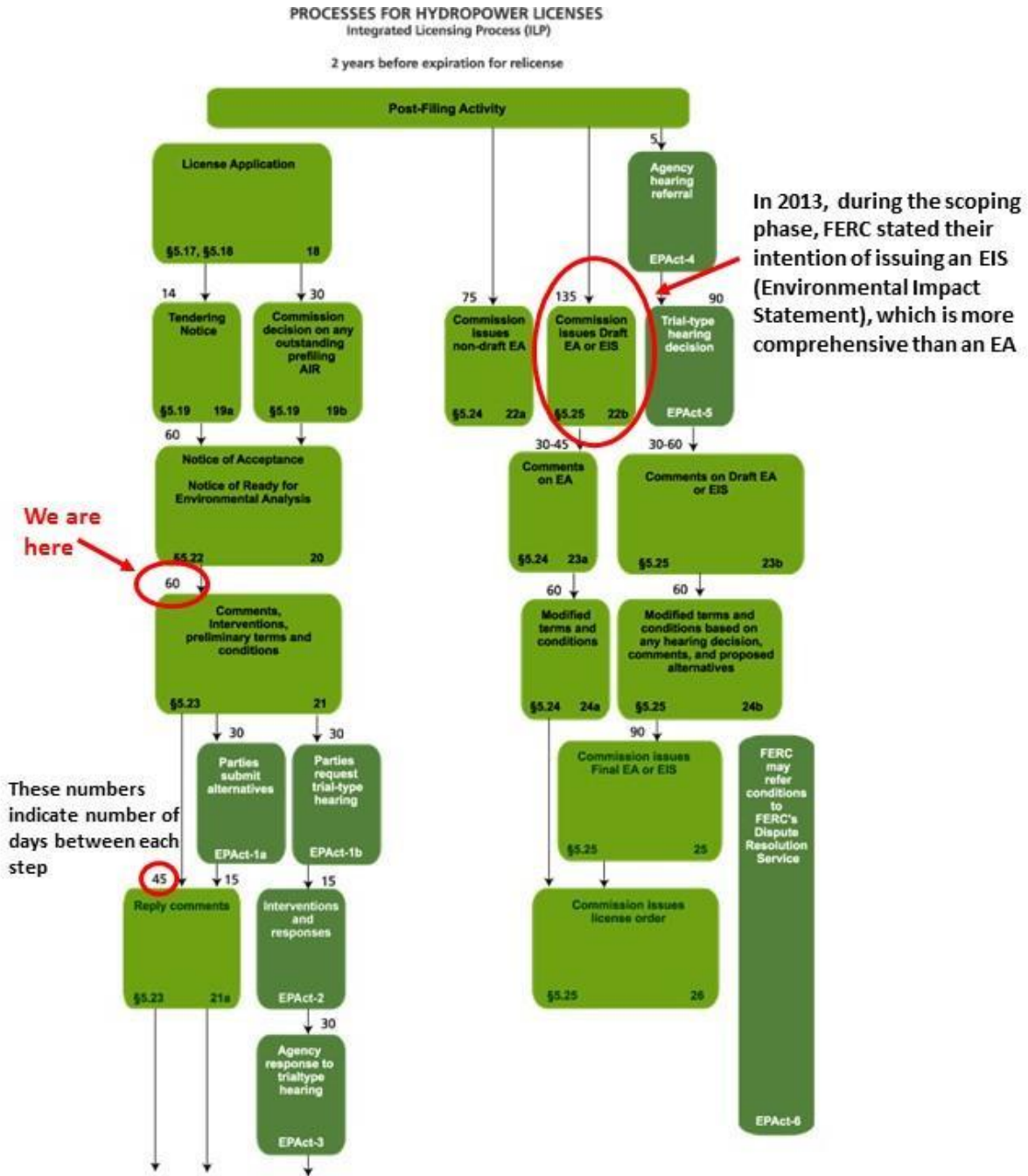
- FRCOG will send the towns the non-erosion comments for the towns to review and consider - early next week (week of May 13).
- FRCOG will continue to work on editing erosion comments, and send you our draft ASAP, but probably later next week.
- Once we submit comments to FERC, we'll turn our attention to the 401 to prepare for the hearing and the written comments. Many of our erosion comments can be used again, but our focus will be on water quality and the Clean Water Act. We may refine our recommendations or provide more details. We'll aim to send towns draft comments by ~ May 27-28.

Down the road -- What's next in the process?

- **FERC** is following the Integrated Licensing Process or ILP. Please see the graphic image below showing where we are in their "post-filing" flow chart (this means after the license application has come in). After we submit the comments, FirstLight will have 45 days to file responses to all the comments (called "reply comments" in the flow chart). Then FERC has 135 days to prepare the draft Environmental Impact Statement (EIS). Assuming no deadline extensions, the draft EIS will hit our desks by **Monday, November 18**. We'll get a 60-day comment period to provide comments on the draft EIS, which would be **January 18, 2025**. That date is the last known opportunity for public comment to FERC. The real deadlines might be different. But it will give you the info needed for workload planning.
- **MassDEP** has said they will hold a public information session ~ 6 months into the 401 WQC process. Assuming that time frame starts on April 22, I think this means the second half of October, 2024. Then, ~9 months into the process, they will issue a draft 401 WQC and provide a comment period. We'd expect to see that around the end of January, 2025. MassDEP must issue the 401 WQC by April 22, 2025.
- After DEP issues the 401 WQC, if FirstLight does not appeal it, it goes to FERC and FERC will use the final EIS and the 401 WQC to issue the license whenever it feels like it. Pending appeals, that may complete the process

Overview of 401 Water Quality Certification and Final Licensing Process

May 20, 2024



Community Development Discretionary Account Transfer Request

Allocation from **CD Discretionary Unallocated** (225-5-184-5200)

Authorization to transfer \$3,000.00

from CD Discretionary Unallocated (225-5-184-5200)

to CD Shea Theater (225-5-184-5240)

Purpose: Replenish balance incidental DPW repair required inspections

_____ Request Date: 05.20.24

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$45,086.89

CD Shea Theater: \$74.29

Balances post transfer

CD Discretionary Unallocated: \$42,086.89

CD Shea Theater: \$3,074.29