

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, September 23, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/88686848317>

Meeting ID: 886 8684 8317 Passcode: 688162 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, September 16, 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 **Personnel Board**
 - Appoint Rachel Emerson, Full Time Dispatcher (in training), NAGE Grade B, Step 1, \$19.76/hour, Effective 9/30/2024
 - Police Chief request to offer \$10,000 sign-on bonus for certified, full time police officers
5. 6:40 **Jon Dobosz, Parks & Recreation Director**
 - Use of Public Property: Annual Sawmill River 10K Run, Montague Center Village Common & Streets/Roads, Wednesday, January 1, 2025, 7:00 AM to 2:00 PM, approximately 200 people
 - Use of Public Property: Montague Soap Box Races, First St., Unity Park and Unity Hill, Sunday, June 1, 2025, 7:00 AM to 5:00 PM, approximately 20 – 30 participants with 1,000 – 2,000 spectators
 - Updates on Unity Skatepark Lighting Project and Montague Center Playground
6. 6:50 **Maureen Pollock, Town Planner**
 - Request support for FRCOG grant application that would provide an updated Housing Production Plan for the town.
7. 7:00 **Town Administrator's Business**
 - Review Cannabis Control Commission non-compliance determination for 253 Organic LLC Host Community Agreement. Adopt updated agreement with minor revision to Section 8 (surety and closure).
 - Request additional \$2,456.79 from Community Development Discretionary Account to complete Senior Center Siding Rehabilitation Project
 - Strathmore Mill demolition project updates
 - Veterans Day event planning
 - Topics not anticipated in the 48 hour posting
8. 7:15 Executive session in accordance with G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective bargaining relating to the 2024 Pay and Classification Study, if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares.

Next Meeting: • Selectboard, Monday, September 30, 2024 at 6:30 PM, via ZOOM.

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # _____

General Information:

Full name of employee: Rachael Emerson	Department: Police
Title: <u>Dispatcher</u>	Effective date of change: 9-29-2024

New Hire:

Permanent: <u> </u> Y <u> </u> N	If temporary, estimated length of service: _____
Hours per Week: <u> 37.69 </u>	Union: <u> NAGE </u>
Pay: Grade <u> B </u> Step <u> 1 </u>	Wage Rate: <u> \$19.76 </u> (<u> annual </u> / hourly)
Board Authorizing: <u> Select Board </u>	Date of Meeting: <u> 9-23-2024 </u>

Grade/Step/COLA Change:

Union: _____
Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)
Notes: _____

Termination of Employment:

Resignation: _____	Layoff: _____	Involuntary Termination: _____
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Other:

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
_____ Other/Specify: _____	Termination Date: _____

Copies to:

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

**MONTAGUE
POLICE DEPARTMENT
NOW HIRING POST
CERTIFIED OFFICERS**

SALARY: \$49,389 TO \$64,990

**\$10,000 SIGN -ON BONUS FOR POST
CERTIFIED FT OFFICERS**

- **\$2,500 UPFRONT**
- **42,500 AFTER FIELD TRAINING**
- **\$5,000 AFTER YEAR ONE**

***For Minimum qualifications and to apply go to [PoliceApp.com](https://www.PoliceApp.com)**

**PLEASE DIRECT QUESTIONS REGARDING THIS POSITION TO:
CWILLIAMS@MONTAGUE-MA.GOV**



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: Jon Dobosz

Address of applicant: 56 First St., Turners Falls, MA 01376

Phone # of applicant: 863-3216

Name of organization: Montague Parks & Recreation Department

Name of legally responsible person: Town of Montague

Location of assembly: Montague Center Village Common & Streets/Roads (see attached)

Date of assembly: Wednesday, January 1, 2025

Time of assembly: Begin: 7:00am End: 2:00pm

Number of expected participants: 200

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Annual Sawmill River 10K Run

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: _____

Fire Chief Notified and Reviewed: _____ Date: _____

Selectboard, Chairman: _____ Date: 9-23-2024

Comments/Conditions: The Sawmill River 10K Run is a road race that attracts approximately 150 – 200 runners every New Years Day. The entire race route will take place in the village of Montague Center, and will be a distance of 6.2 miles. The Parks & Recreation Department utilizes this event as a major fundraiser for its Sponsor-A-Child Scholarship Program. MPRD will be utilizing the Montague Common Hall as its central location; registration, communication, food service, award presentations, and possible entertainment. The race will begin at 10:00am near the Montague Center Town Common (Center St.), and will follow a route that includes Greenfield Rd, Ferry Rd., South Ferry Rd., Meadow Rd., Old Sunderland Rd., and Main St. (map included). Race day registration will begin at 9:00am, so runners and volunteers will start to arrive around 8:00am. Between runners, volunteers and spectators, there may be well over 200 people in the village common area at one time.

Additional Comments: A few minutes prior to the starting signal, vehicular traffic traveling south on Turners Falls Rd. (after coming over the railroad bridge) will either be diverted down Swamp Rd. or Depot St. by a police officer. Said diversion will take approximately 5 – 10 minutes, then the road will re-open for regular vehicular traffic. Food needing to be cooked will be done so at the First Congregational Church kitchen across the common in Montague Center. It will then be transported over to the Common Hall. All food and beverage served is included in the entrance fee of the race. Alcohol will not be served during the event. The race route will also be treated with sand prior to the race if necessary.



Board of Selectmen Town of Montague

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Phone # of applicant: 863-3216

Name of organization: Montague Parks & Recreation Department

Name of legally responsible person: Town of Montague

Location of assembly: First St., Unity Park, and Unity Hill

Date of assembly: Sunday, June 1, 2025

Time of assembly: Begin: 7:00am End: 5:00pm

Number of expected participants: 20- 30 with 1,000 – 2,000 spectators

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: **Montague Soap Box Races**

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: _____

Fire Chief Notified and Reviewed: _____ Date: _____

Selectboard, Chairman: _____ Date: _9-23-2024_

Comments/Conditions: The Montague Soap Box Planning Committee is looking to hold its next race on Sunday, June 1, 2025. The entire race route will take on First St., starting at the Unity Hill intersection and proceeding down First St. to the L St. intersection. The street between these two points will be closed to regular vehicular traffic at the time noted above. We anticipate food vendors operating at the parking lot next to the Unity Park Basketball Court, and the park's main parking lot half will be closed to accommodate race infrastructure. The dirt parking lot on the other side of First St. will include announcers on a trailer, with sound projected out to the spectators that will include race commentary. Both sides of the Unity Hill and First St. will have hay bales and snow fencing, where appropriate, to ensure racer/spectator safety. EMT/medical personnel will also be in attendance during the event. The Parks & Recreation Department utilizes this event as a major fundraiser for its Sponsor-A-Child Scholarship Program.

Additional Comments: A police detail may be needed at the intersection of First and L to control and re-direct traffic.



**TOWN OF
MONTAGUE
MASSACHUSETTS**

TOWN HALL
One Avenue A
Turners Falls, MA 01376

SELECTBOARD
(413) 863-3200 ext. 108
selectscty@montague-ma.gov

September 23, 2024

Acting Secretary Adrienne Todman
U.S. Department of Housing and Urban Development
451 7th Street, S.W.,
Washington, DC 20410

Re: Letter of Support for Grant Application Submittal for Pathways to Removing Obstacles to Housing (PRO Housing), FR-6800-N-98

Dear Acting Secretary Todman:

We, the Town of Montague, are writing in support of a proposal from the Franklin Regional Council of Governments (FRCOG) and their partners, the Pioneer Valley Planning Commission (PVPC), Rural Development, Inc., Way Finders, the University of Massachusetts Donahue Institute, and the Massachusetts Housing Partnership, for a PRO Housing grant to advance housing that is affordable in our cities and towns.

As part of this grant proposal, we are eager to work with FRCOG to update Montague’s now expired Housing Production Plan from 2015. Updating this Plan will help our community better understand local housing needs and demand, development constraints and opportunities, and vision for future Affordable Housing and market-rate housing in our community.

There are several reasons why Montague wants to create and adopt a Housing Production Plan, including:

- Address unmet housing needs of low- and moderate-income residents in the community.
- Influence the type, amount, and location of mixed-income and Affordable Housing
- Help the Town of Montague meet the State mandate requiring that 10% of total year-round housing units be Affordable by setting a numeric goal for annual housing production. As of June 29, 2023, Montague’s Chapter 40B Subsidized Housing Inventory (SHI) is 9.18%.
- Possibly prevent unwanted 40B development through a certified HPP in favor of residential development that complies with local zoning

Thank you in advance for your consideration of the proposal from FRCOG and its partners.

Sincerely,

Richard Kuklewicz
Montague Selectboard Chair

Cc: Walter Ramsey, Montague Town Administrator
Maureen Pollock, Montague Town Planner
Megan Rhodes, FRCOG Housing and Livability Program Manager



September 13, 2024

Town/City of Montague
 Chief Executive Officer
townclerk@montague-ma.gov

HOST COMMUNITY NOTICE:
HOST COMMUNITY AGREEMENT OR WAIVER DETERMINATION

WHY IS THE HOST COMMUNITY RECEIVING THIS NOTICE?

As part of the application review process, the Commission evaluates the compliance of the Host Community Agreement (“HCA”) or HCA Waiver that was submitted with the laws and regulations of the Commonwealth pursuant to M.G.L. c. 94G § 3 (d)(1)-(5); 935 CMR 500.180; and/or 935 CMR 501.180. The Host Community named above is receiving this notice as it is one of the parties to the HCA or HCA Waiver—the other party to the HCA or HCA Waiver is as follows:

Applicant/Licensee Business Name:	253 Organic, LLC
Application/License Number:	MPR244250 / MP281302; MRR207029 / MR281245
Application/License Type:	Renewal License Application
Applicant/Licensee Email:	srutherford@253organic.com
HCA/HCA Waiver Execution Date:	June 25, 2024

It has been determined that the parties’ HCA or HCA Waiver that was submitted by the applicant/licensee, and is both highlighted and attached to this notice, was found to be noncompliant, or further information is required to make a determination. Please note that the applicant/licensee has received the same information contained within this notice and may have other requirements that need to be addressed notwithstanding noncompliance of the HCA or HCA Waiver.

The noncompliant items or needed information that is required is as follows:

1. HCA contains a provision including or otherwise deeming good faith estimates, unquantifiable costs, generalized expenses, or pro-rates expenses as a CIF. *935 CMR 500.180(2)(1)(9); 935 CMR 501.180(2)(1)(9)*

WHAT ARE YOUR NEXT STEPS?

The Host Community and the applicant/licensee that are parties to the HCA or HCA Waiver may need to renegotiate or rectify the noncompliant issues identified above. Failure to submit a



compliant HCA or compliant HCA Waiver may constitute grounds for denial of a renewal application or result in the application remaining incomplete as it relates to new license applications, changes of ownership requests, or change of location requests.

The parties have the following options to come into compliance on this matter:

- The parties can correct the noncompliant issues and submit an amended HCA or HCA Waiver;
- The parties also have the option to proceed under an HCA Waiver. The HCA Waiver is located on the Commission's website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-and-templates-cannabis-control-commission-massachusetts); or
- Additionally, the parties also have the option to proceed under an executed HCA that conforms with the Commission's Model Host Community Agreement, to be relied on in the interim until the parties come to an agreement. The Model Host Community Agreement is located on our website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-and-templates-cannabis-control-commission-massachusetts)

The relevant application has been reopened for the applicant/licensee to submit the updated compliant documentation or other requested information. It is responsibility of the applicant/licensee to provide the Commission with all subsequent documentation and information.

For additional assistance, please review the Commission's Guidance on Host Community Agreements, which is located via the following link: [Guidance Documents - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/guidance-documents-cannabis-control-commission-massachusetts)

If you should have questions regarding this notice, please contact the Commission by email at licensing@cccmass.com.

Sincerely,

Anne DiMare

Anne DiMare
Licensing Manager



Host Community Agreement
Between
Town of Montague, Massachusetts
and
253 ORGANIC, LLC

This Host Community Agreement (“HCA”) is made by and between the Town of Montague, a Massachusetts municipal corporation with an address of One Avenue A, Turners Falls, MA 01376, acting by and through its Selectboard ("Town"), and 253 Organic, LLC, a Massachusetts limited liability company with a principal place of business at 253 Millers Falls Road, Turners Falls, MA 01376¹, ("Operator"). The Town and Operator collectively are referred to as the "Parties."

WHEREAS, the Town and the Operator entered into a Host Community Agreement, dated April 2, 2018 (the “HCA”), to locate a licensed marijuana retail establishment, marijuana cultivation establishment, and marijuana product manufacturer establishment (collectively and individually, the “Facility”) at the property known as 253 Millers Falls Road, Turners Falls, Massachusetts;

WHEREAS, Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), amends G.L. c. 94G, §3 relative to host community agreements and community impact fees effective November 9, 2022;

WHEREAS, on January 23, 2023, the Town and the Operator executed the “First Amendment to the HCA dated April 2, 2018 in order to gain compliance with the Act;

WHEREAS, the Operator commenced operations at the Facility on September 5, 2019 and wishes to continue operations in the Town;

WHEREAS, the Operator has agreed upon the provisions of a Special Permit with Site Plan Review #2023-04 that was granted by the Montague Planning Board and filed with the Montague Town Clerk on January 25, 2024;

WHEREAS, the Operator shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Cannabis Control Commission issued a Host Community Agreement Determination on June 17, 2024 dictating that certain changes were required to the Host Community Agreement between the Town and the Operator dated April 29, 2024, with such required changes being incorporated herein;

¹ Note that Turners Falls is a village within the Town of Montague.

WHEREAS, the Operator and the Town intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of a Marijuana Treatment Center to be co-located with the existing Retail Marijuana Establishment, the existing Marijuana Cultivator, and the existing Marijuana Product Manufacturer; with applicable zoning, laws, bylaws, or ordinances of the Municipality.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Community Impact Fees (CIF)

Intentionally omitted.

3. Generally Occurring Fees

Generally occurring fees are those fees which may customarily be imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include but may not be limited to those fees enumerated in Attachment A: List of Taxes and Generally Occurring Fees. The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees provided herein.

The Company acknowledges and agrees that it is responsible for other taxes and fees that may be imposed by the Turners Falls Fire and Water District, including but not necessarily limited to real estate and personal property taxes, user fees, and inspection and other fees.

4. Local Concerns

The Operator agrees and acknowledges that in the event the Town receives complaints with respect to the failure to mitigate conditions at the Facility, the Operator shall meet with the Town's Selectboard or its designee, and shall, at the Selectboard's request, take additional mitigation measures, at the Operator's sole expense, to address the specific nature of the complaints to the Town's reasonable satisfaction including, but not limited to, having its odor prevention mechanisms and technologies reviewed and assessed by an Independent Engineer to address the nature of odor complaints to the best practicable engineering capability.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, with respect to complaints and violations.

5. Local Opportunities

The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.

6. Security

Operator shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

7. Duration and Termination

This Agreement shall continue in effect for a term of eight (8) years from the date that the Operator first commenced operations at the Facility unless terminated in accordance with the following provisions.

The Town may terminate this Agreement for cause by providing written notice to the Operator in the event that: (i) Operator with substantial willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to the Operator of written notice of such violation; (ii) there is any other material breach of the Agreement by the Operator, which breach remains uncured for thirty (30) days following the Town's issuance to Operator of written notice of such violation; or (iv) the Operator's license is revoked by the Commission.

In the event of termination of this Agreement, the Operator shall immediately cease all operations at the Facility. The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice.

8. Surety/Closure and Clean-Up

In the event the Operator ceases operations at the Facility for a period greater than sixty (60) days with no substantial action taken to reopen, the Operator shall remove all growing materials, plants, chemicals or hazardous materials, and cannabis paraphernalia from the Facility within one-hundred-twenty (120) days of such cessation. The Parties acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein

will cause actual damage to the Town, which damages are difficult or impracticable to calculate. Thus, in the event that such materials are not removed within said timeframe, the Operator shall pay to the Town as liquidated damages, and not as a penalty.

9. Community Support

The Operator in its sole discretion, may donate funds to local community initiatives in the Town as a good corporate citizen at any time it wishes. Such donations of volunteer time or money shall not be required, however, as obligations to the Town under this Agreement or otherwise.

10. Additional Obligations

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Operator shall not assign, or otherwise transfer or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee or successor entity submit all information deemed relevant to such transaction by the Town and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Operator's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Operator's takeover or merger by or with any other entity; (iii) the Operator's outright sale of assets and equity, majority stock sale to another organization or entity for which the Operator does not maintain a controlling equity interest; (iv) any other change in majority ownership or status of the Operator; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment that requires approval by the Commission.

11. Notice Requirements

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To TOWN: Town Administrator 1
Avenue A
Turners Falls, MA 01376

With a copy to: Montague Town Counsel KP Law, PC
101 Arch Street 12th Floor
Boston, MA 02110

To OPERATOR: 253 Organic, LLC
Attn: CEO
253 Millers Falls Road
Turners Falls, MA 01376

With a copy to: The Wagner Law Group
c/o Tom Clarke
125 High Street, Olive Street Tower, 5th Floor
Boston, MA 02110

12. Indemnification

Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, and causes of actions arising out of Operator's breach of this Agreement or the gross negligence or misconduct of Operator, or Operator's agents or employees.

13. Severability

If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

14. Governing Law

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. Representation of Authority

Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Operator is a party or by which the Operator may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Amendment on behalf of the Party for which he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 25th day of June, 2024.

**TOWN OF MONTAGUE
SELECTBOARD**

253 ORGANIC, LLC



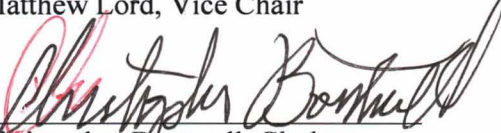
Richard Kuklewicz, Chair



Seth Rutherford, CEO



Matthew Lord, Vice Chair



Christopher Boutwell, Clerk

Attachment A: List of Taxes and Generally Occurring Fees

Real Estate Taxes

Personal Property Taxes

Tax and Sewer Demand Fees

Sewer User Fees, Which May Include Industrial User Surcharges

Community Preservation Act tax (Not Currently Adopted)

Cannabis Retail Sales Excise Tax

Motor Vehicle Excise Tax

Boat Excise Tax

Meals Excise Tax

Multiple fees charged to excise tax if they go to the deputy collector (driven by MGL Chapter 60 Section 15)

Tax Title Fees (again driven by MGL)

Building Permit Fees

Special Permit and ANR Fees

Health Fees (inspections, non-compliance, vendor fees for events with food trucks, etc.)

Alcohol/Common Victualers/Entertainment Licenses or Permits

Municipal Lien Certificate Fees

Returned Check Fees

Assessors' Fees (for non-compliance with providing personal property information)

Accident Report Fees (charged by police for insurance companies)

Transfer Station Disposal Fees

Betterment Fees (None Presently, for Defined Geographies)



Office of the Town Administrator

Town of Montague

One Avenue A

Turners Falls, MA 01376

(413) 863-3200 ext. 110
Walterr@montague-ma.gov

To: Selectboard
From: Town Administrator
RE: Senior Center Siding Project
Date: 9.19.2024

I am requesting that the Selectboard supplement the existing Community Development Discretionary account for the Senior Center Siding Project from \$17,000 to \$19,456.79. The additional \$2,456.79 will allow the town to close the books on the project that was completed last month by Laroche Construction.

Expenses

Base Siding Contract Value	37,000.00
CO #1 Value	1,925.72
Remove and reinstall minisplit	2,430.00
Total expenses	\$41,355.72

Note#1 CO#1 was for additional siding that was determined to be necessary upon further inspection. All additional work was reviewed and determined to be necessary by Town Admin. (i.e. split or rotten boards or for visual consistency) Approximately 145 linear feet of additional siding was needed.

Note #2 the mini split removal and replacement was contracted out to a qualified HVAC firm by the Town. (Jamrog)

Note#3. Pre-primed wooden siding was used. This will help expedite the painting work to be done by the FC Sheriff's Office. The Senior Center budget will provide materials. The Sherriff's Office will provide the labor.

Sources

10/13/20 Special Article	\$21,898.93
Existing CD Discretionary Appropriation	\$17,000.00
total	\$38,898.93

Request

Total Expenses	\$41,355.72
Total available from sources	\$38,898.93
Funding Request	\$2,456.79







Community Development Discretionary Account

Transfer Request

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

Authorization to transfer \$2,456.79

From: CD Discretionary Unallocated (225-5-184-5200)

To: CD Senior Center Siding Replacement Project (225-5-184-5291) +

Request Date: September 23, 2024

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$59,936.54

CD Senior Center Siding Replacement Project: \$ (2,456.79)

Balances post transfer

CD Discretionary Unallocated: \$57,479.75

CD Senior Center Siding Replacement Project: \$2,456.79