

**MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, October 21, 2024**

**AGENDA**

**Join Zoom Meeting: <https://us02web.zoom.us/j/89498887798>**

**Meeting ID: 894 9888 7798    Passcode: 876510    Dial into meeting: +1 646 558 8656**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:00PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00            Approve Minutes: September 30, 2024 and October 7, 2024
3. 6:02            Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:04            **Chelsey Little, CWF Superintendent**
  - CWF Main Generator Project Update
  - Execute change order 1005 with Collins Electrical Co. Inc, in the amount of \$14,949.00 to provide the difference in length of the secondary feeders and duct bank, from the base contract to the new location of the Eversource transformer.
  - Operations Building main water line valve/meter update
  - MA Dept of Labor Standards (DLS) safety inspection update (from inspection conducted 2/27/2024)
  - Mass Rural Water Association (MRWA) nomination for Chelsey Little to serve on the Board of Directors for a 3-year term, effective 9/18/2024
  - Permitted discharge summary for September 2024
5. 6:30            **Personnel Board**
  - Appoint Brandin Coates, DPW Building Maintenance, 40 hrs/wk, UE Grade C, Step 1, Effective 10/22/2024
6. 6:35            **Sam Urkiel, DPW Superintendent**
  - October Road Paving Advisory: South Prospect St and Old Sunderland Road
  - North Leverett Road Bridge over Sawmill River replacement status (MassDOT project # 612164)
  - 5<sup>th</sup> Street Bridge repair/closure updates
7. 6:40            **Suzanne LoManto, RiverCulture Program Director**
  - Suzanne LoManto, Jon Dobosz and Caitlin Kelly present a brief review of NEFA's Making it Public municipal training and the Town's 2025 temporary art installation funded through the Making it Public grant.
  - Suzanne LoManto, Jon Dobosz and Caitlin Kelly use of public property request for the Making it Public Project: Town Hall (1 Avenue A) and the Colle Opera House (85 Avenue A)

## Montague Selectboard Meeting

October 21, 2024

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8. 6:50      **Jon Dobosz, Parks & Recreation Director**
- Montague Center Park Improvement updates
  - Review Blacksmith Shop Assessment Report
  - Parks and Recreation Commission request to utilize \$5,000 for phase II of the Blacksmith Shop Assessment to be funded from Unanticipated Engineering account (Current Balance= \$22,200)
9. 7:00      **Seth Rutherford, CEO, 253 Organic LLC**
- Request for amendment to 9/23/24 Recreational Use Host Community Agreement based on new non-compliance finding received from Cannabis Control Commission (Remove Section 12: Indemnification)
10. 7:10     **Assistant Town Administrator's Business**
- 11<sup>th</sup> Street Bridge Rehabilitation Update; options for project next steps
  - Announce receipt of FY25 Energy Efficiency and Conservation Block Grant (EECBG):
    - \$27,000 for decarbonization study of nine municipal buildings: Carnegie Library; Clean Water Facility Administration; Colle Building; Department of Public Works (DPW) Facility; Hillcrest School; Montague Center Library; Montague Town Hall and Annex; Sheffield Elementary School, Auditorium, and Annex; Unity Park Fieldhouse
  - MassDOT to host Public Notice of Live Virtual Public Information Meeting for planned intersection improvements to Route 63 and North Leverett Road (project No. 610656). Nov 6, 6PM
  - Other Project Updates
11. 7:20     **Town Administrator's Business**
- Review FY26 Budget Calendar
  - Announce receipt of FY25 One-Stop Grants:
    - \$62,000 Community Planning Grant Program- Montague City Village Center Zoning Amendments
    - \$25,000 Mass Downtown Initiative Program- Rural Downtown District Implementation Pilot Project
  - Proposal to add Town Flag for display at Great Hall at MA State House
  - Topics not anticipated within 48 hours
12. 7:30     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, October 28, 2024 at 6:30 PM via ZOOM.



The Town Of Montague  
34 Greenfield Rd  
Montague MA 01351

October 7, 2024

**CR# 1005**  
**Rev #6**  
**10/15/2024**

Attn: Chelsey Little  
Re: Montague CWF Used Generator Installation  
RFI 11R2

Collins Electric is pleased to submit the following Change Order Proposal for the electrical work on the above referenced project.

**Change Request Amount** \$ **14,949.00**

**Scope Of Work** Continued on Next Page

Relocation of Utility Transformer. This change request includes the difference in length of the secondary feeders and duct bank, from the base contract to the new location of the transformer proposed by Eversource. Eversource to pay for all work and materials associated with the Primary conduit, wire, site work, vault, rigging, removal of old transformer and concrete pad, temp generator if required.

**Included in Price**

- Additional costs for extending duct bank A and secondary feeders only.
- (2) 3" Spare conduits from Admin building to grass area to the left of the parking lot near the utility transformer.
- Revised short circuit coordination study.

**Not Included in Price**

- Sales Tax
- Bond
- Primary conduit, cables, terms. Concrete Vault, Grounding at Vault.
- Excavation, Concrete, backfill of Primary duct bank. Rigging.
- Premium Time

**This Proposal is valid for 14 days from the above date.**

Collins Electric would like to thank you for the opportunity to quote this project and is looking forward to hearing from you. If you have any questions regarding this proposal please contact our team.

Sincerely,  
The Collins Electric Co.

*Craig Riddell*

Project Manager/Estimator  
Office (413) 598-1030  
Cell (413) 522-5126

The impact of this proposal includes only those items which can be identified at this time. However, should it be determined at a later date that we are experiencing identifiable cost impacts or time delays outside of our control due to unforeseen conditions, delays, material cost changes, or other causes, we reserve the right to submit those costs and time extensions.

53 Second Avenue, Chicopee, MA 01020  
413-592-9221  
[info@collinselectricco.com](mailto:info@collinselectricco.com)

163 Fourth Street, Suite 3, Pittsfield, MA 01201  
413-442-0824

AA/EOE

[www.CollinsElectricCo.com](http://www.CollinsElectricCo.com)



The Town Of Montague  
34 Greenfield Rd  
Montague MA 01351

October 7, 2024

**CR# 1005**  
**Rev #6**  
**10/15/2024**

Attn: Chelsey Little  
Re: Montague CWF Used Generator Installation  
RFI 11R2

### **Scope Of Work (continued)**

This change request includes the difference in length of the secondary feeders and duct bank, from the base contract to the new location of the transformer proposed by Eversource. Eversource to pay for all work and materials associated with the Primary conduit, wire, site work, vault, rigging, removal of old transformer and concrete pad, temp generator if required.

The impact of this proposal includes only those items which can be identified at this time. However, should it be determined at a later date that we are experiencing identifiable cost impacts or time delays outside of our control due to unforeseen conditions, delays, material cost changes, or other causes, we reserve the right to submit those costs and time extensions.

		<b>SUBCONTRACTOR'S CHANGE ORDER PROPOSAL (COP) #:</b>		<b>1005</b>	
<b>PROJECT NAME:</b>		<b>DATED:</b>	10/7/2024	<b>REV. DATE:</b>	10/15/2024
Montague CWF Used Generator Installation		<b>DESCRIPTION OF CHANGE:</b>			
<b>RELATED SUPPORTING DOCUMENTS:</b>		Relocation of Utility Transformer. This change request includes the difference in length of the secondary feeders and duct bank, from the base contract to the new location of the transformer proposed by Eversource. Eversource to pay for all work and materials associated with the Primary conduit, wire, site work, vault, rigging, removal of old transformer and concrete pad, temp generator if required.			
<b>RFI #:</b>	11R2				
<b>Bulletin #</b>					
<b>PR#</b>					
<b>Reference</b>					
<b>SUB-SUBCONTRACTOR MATERIAL AND LABOR (see attached backup)</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>NAME OF SUB AND ITEM DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
1	1.00			\$ -	\$ -
2	1.00			\$ -	\$ -
					\$ -
<b>SUBCONTRACTOR EQUIPMENT</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
1	0.00			\$0.00	\$ -
2	0.00			\$0.00	\$ -
3	0.00			\$0.00	\$ -
<b>SUBCONTRACTOR EQUIPMENT SUBTOTAL</b>				\$	-
<b>SUBCONTRACTOR MATERIAL</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
1	1.00		See attached Material Breakdown	\$ 6,442.96	\$ 6,442.96
2	1.00			\$ -	\$ -
3	1.00			\$ -	\$ -
<b>SUBCONTRACTOR MATERIAL SUBTOTAL</b>				\$	6,442.96
<b>SUBCONTRACTOR MATERIAL TAX</b>				<b>N/A</b>	\$ -
<b>SUBCONTRACTOR MATERIAL &amp; TAX SUBTOTAL</b>				\$	6,442.96
<b>SUBCONTRACTOR LABOR</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
1	0.00	1	Electrical General Foreman	\$109.54	\$ -
2	12.53	1	Electrical Foreman	\$107.19	\$ 1,343.09
3	50.11	1	Electrical Journeyman	\$100.04	\$ 5,013.00
4	0.00	1	TeleData Technician	\$97.92	\$ -
5	0.00	1	Electrical General Foreman - Overtime (1-1/2)	\$144.80	\$ -
6	0.00	1	Electrical Foreman - Overtime (1-1/2)	\$142.94	\$ -
7	0.00	1	Electrical Journeyman - Overtime (1-1/2)	\$132.60	\$ -
8	0.00	1	TeleData Technician - Overtime (1-1/2)	\$129.85	\$ -
9	0.00	1	Electrical General Foreman - Double Time	\$182.37	\$ -
10	0.00	1	Electrical Foreman - Double Time	\$178.95	\$ -
11	0.00	1	Electrical Journeyman - Double Time	\$165.35	\$ -
12	0.00	1	TeleData Technician - Double Time	\$162.43	\$ -
13	0.00	1	CAD - Draftsman	\$136.43	\$ -
			Safety - Pre Task Planning, LOTO, etc		
			Layout Time		
			Material Delivery		
			Material Ordering		
			As Builts		
	2.00		Administration	\$100.04	\$ 200.08
			Testing/Reports		
<b>SUBCONTRACTOR LABOR SUBTOTAL</b>				\$	6,556.17
<b>SUB-SUBCONTRACTOR SUBTOTAL:</b>				\$	-
<b>SUBCONTRACTOR MARKUP OF SUB-SUBCONTRACTOR WORK: 5%</b>				\$	-
<b>SUBCONTRACTOR SELF PERFORMED SUBTOTAL - EQUIPMENT AND MATERIAL:</b>				\$	6,442.96
<b>SUBCONTRACTOR MATERIAL MARKUP: 15%</b>				\$	966.44
<b>SUBCONTRACTOR SELF PERFORMED SUBTOTAL - LABOR</b>				\$	6,556.17
<b>SUBCONTRACTOR LABOR MARKUP: 15%</b>				\$	983.43
<b>SUBCONTRACT CHANGE - SUBTOTAL:</b>				\$	14,949.00
<b>TOTAL OF ALL SUBCONTRACT CHANGE WORK:</b>				<b>\$</b>	<b>14,949.00</b>
<b>NUMBER OF DAYS REQUESTED FOR CONTRACT EXTENSION:</b>		0			
<b>SUBCONTRACTOR'S NAME:</b>		Collins Electric Co			
<b>SUBCONTRACTOR'S ADDRESS:</b>		53 Second Ave, Chicopee, MA 01020-4697			

**Job ID:** 23-7356 IFB  
**Project:** Montague\_CWF\_Gen



**CO:** COR 1005: Relocation of Utility XFMR

**Takeoff**

**15 Oct 2024 7:40:55**

**Phase: GENERAL CONDITIONS**

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
890051	2.00		M		ESTIMATING TIME	0.0000	0.00	1.0000	2.00
3	2.00		M		COORDINATION WITH EVERSOURCE	0.0000	0.00	1.0000	2.00
<b>Phase Totals:</b>							<b>0.00</b>		<b>4.00</b>

**Phase: 07 - SITE UTILITIES**

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
30.00					<b>EXTENSION OF DUCT BANK A</b>				
TITLE	30.00	EA	M		5-DUCT / NO TRENCHING 4" PVC	0.0000	0.00	0.0000	0.00
10183	150.00	FT	M	4	PVC SCH 40 10' LAID IN TRENCH	3.8611	579.17	0.0550	8.25
31412	0.00	EA	M	4	PVC COUPLING	3.3026	0.00	0.8000	0.00
390099	18.00	EA	M	4 x 3	CARLON SNAP-LOC BASE SPACER	1.1681	21.03	0.2000	3.60
390119	12.00	EA	M	4 x 3	CARLON SNAP-LOC INTERMEDIATE SPACER	0.9992	11.99	0.2000	2.40
4000280	32.00	FT	M	3"	RED TRENCH CAUTION TAPE	0.0261	0.84	0.0036	0.12
40043	21.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	1.2023	25.25	0.0120	0.25
0.00					<b>DUCT BANK TIE DOWN</b>				
10053	40.00	FT	M	1/2	EMT	0.5096	20.39	0.0450	1.80
390388	100.00	FT	M		STEEL TIE WIRE	0.1800	18.00	0.0470	4.70
0.00					<b>EXTENDED SECONDARIES</b>				
70295	480.00	M	M	350	XHHW CU (STR)	9.3425	4,484.40	0.0200	9.60
80.00					<b>FUTURE LV DUCT BANK ACROSS DRIVEWAY</b>				
TITLE	80.00	EA	M		2-DUCT / NO TRENCHING 3" PVC	0.0000	0.00	0.0000	0.00
10181	160.00	FT	M	3	PVC SCH 40 10' LAID IN TRENCH	2.7982	447.71	0.0500	8.00
20222	4.00	EA	M	3	PVC SCH 40 90-DEG-ELBOW	12.7140	50.86	0.7000	2.80
31410	8.00	EA	M	3	PVC COUPLING	2.1397	17.12	0.5000	4.00
390094	32.00	EA	M	3 x 2	CARLON SNAP-LOC BASE SPACER	2.5225	80.72	0.2000	6.40
40043	18.40	OZ	M	OUNCE	PVC (GLUE) CEMENT	1.2023	22.12	0.0120	0.22

Collins Electric Co., Inc.

53 2nd Avenue  
 Chicopee, MA 01020

**Phone:** 413-592-9221  
**Web:**

**Phase: 07 - SITE UTILITIES**

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
4	1.00		M		REVISED SS COORDINATION STUDY	625.0000	625.00	0.0000	0.00
	0.00				<b>DUCT BANK TIE DOWN</b>				
10053	40.00	FT	M	1/2	EMT	0.5096	20.39	0.0450	1.80
390388	100.00	FT	M		STEEL TIE WIRE	0.1800	18.00	0.0470	4.70
<b>Phase Totals:</b>							<b>6,442.96</b>		<b>58.64</b>
<b>Job Totals:</b>							<b>6,442.96</b>		<b>62.64</b>







THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

MAURA HEALEY  
GOVERNOR

KIM DRISCOLL  
LIEUTENANT GOVERNOR

LAUREN E. JONES  
SECRETARY

MICHAEL FLANAGAN  
DIRECTOR

September 23, 2024

Chelsey Little, Plant Superintendent  
Montague Clean Water Facility  
34 Greenfield Road Montague, MA 01351

RE: Visit # 349025

Dear Ms. Little:

Thank you for sending us “Appendix A – Employer Report of Action Taken” or documentation detailing the actions you have taken to correct the hazards listed in the report written by Justin Rizzo and Dawn Toon. Based on the information you have provided, the consultation visit noted above is now considered closed.

In the event of an OSHA inspection, please be advised that the Compliance Officer is not legally bound by the advice provided during the consultation. Due to ever-changing workplace conditions, not all hazards may have been identified, but we strive to help you identify as many as possible to keep your employees healthy and safe. Due to periodic changes in the OSHA regulations and their interpretations, it is important for you to review your operations regularly with respect to voluntary OSHA compliance.

It has been a pleasure working with you and your employees. Thank you for seeking our assistance. If you need any additional information or service, we encourage you to contact Justin Rizzo or this office at (508) 616-0461 ext. 1.

Very truly yours,

*Justin Rizzo*

Justin Rizzo  
Industrial Safety & Health Inspector

**Montague Permitted Discharge Summary September 2024**

<b>Parameter</b>	<b>Permit Required Limitation</b>	<b>Result</b>
Flow	1.83 MGD (Average Monthly)	0.582
BOD mg/L	30 mg/L (Average Monthly Max)	15.5
BOD % Removal	>/= 85.0% (Average Monthly)	91.1%
TSS mg/L	30 mg/L (Average Monthly Max)	23.7
TSS % Removal	>/= 85.0% (Average Monthly)	92.5%
pH Low	6.0 SU (Daily)	7.23
pH High	8.3 SU (Daily)	7.68
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	124.6
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	41.7
Total Chlorine	1.0 mg/L (Daily Max)	0.61
Total Nitrogen	153 lbs/day (Average Monthly Max)	62.3

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

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

# Town of Montague Personnel Status Change Notice New Hires

Employee # \_\_\_\_\_

Board Authorizing Appointment: Selectboard Meeting Date: 10/21/2024

Authorized Signature: \_\_\_\_\_

Board Authorizing Wages: Selectboard Meeting Date: 10/21/2024

Authorized Signature: \_\_\_\_\_

### General Information:

Full name of employee: <u>BRANDIN COATES</u>	Department: <u>DPW</u>
Title: <u>BUILDING MAINTENANCE</u>	Effective date of hire: <u>10/22/2024</u>

### New Hire:

Permanent: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	If temporary, estimated length of service: _____
Hours per Week: <u>40</u>	Union: <u>VE</u>

### Wages:

Union: <u>VE</u>
Wages: Grade <u>C</u> Step <u>1</u> Wage Rate: <u>\$21.36</u> ( <del>annual</del> /hourly)
Notes:

### Copies to:

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

# Making It Public

## MONTAGUE WHEAT PASTE MURALS

**Suzanne LoManto**  
RiverCulture

**Caitlin Kelly**  
Montague Public Libraries

**Jon Dobosz**  
Montague Parks and Recreation



Presented October 21, 2024



Artist: SWOON. Site in New Haven



# Making It Public



The New England Foundation for the Arts (NEFA) in partnership with the Metropolitan Area Planning Council's Arts and Culture Department (MAPC) invited Montage to participate in Making in Public, a series of training for municipal employees.

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NEFA aims to foster best practices that inspire more vibrant and just public spaces and culture through public artmaking across the Commonwealth.



# Making It Public



## NEFA REQUIREMENTS

- Attend a series of free bi-weekly NEFA trainings.
- Apply the learnings to release a Call for Temporary Public Art.
- Support the artist(s) throughout the process, implementation and celebration in 2025.

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## GAINS

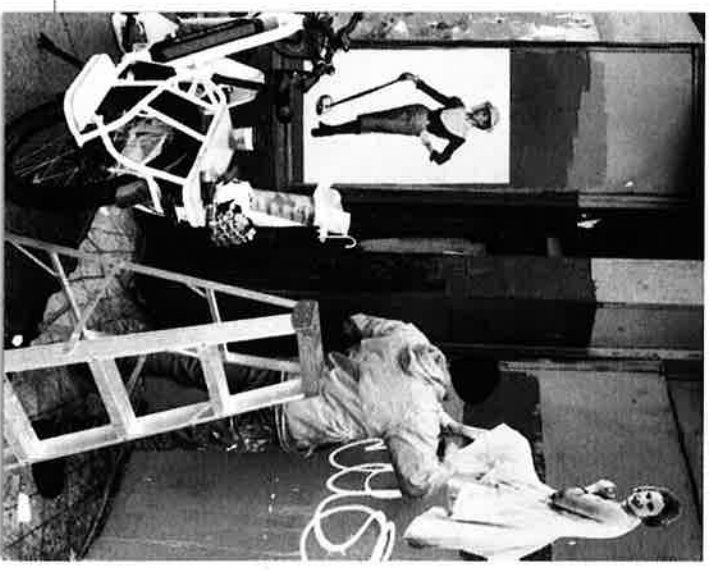
- Experience with the administration of inclusive and equitable public art.
- Interdepartmental collaboration.
- \$15,000 toward our temporary art project!



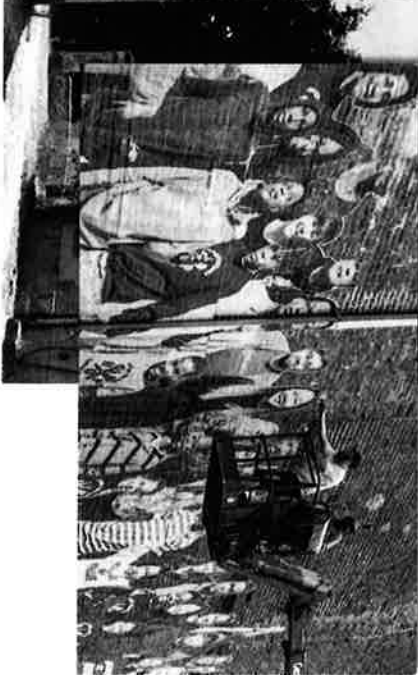
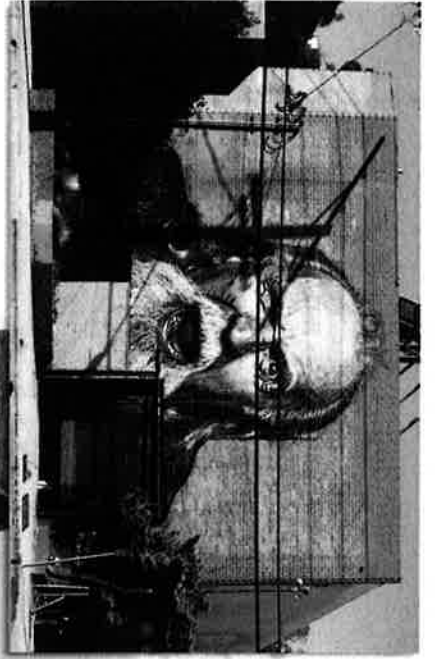
Making It Public

## MONTAGUE WHEAT PASTE MURALS

*Wheat paste murals have been around since ancient times and commonly associated with street culture and urban areas. The process involves affixing printed material (paper) onto a surface using a simple mixture of flour and water. Wheat Paste murals are meant to be temporary, lasting between 3-6 months.*



The Town of Montague will install six large scale, site-specific wheat paste murals on historic brick buildings in May 2025.





Making It Public

## MONTAGUE WHEAT PASTE MURALS



### **Call for Art**

One artist will be selected to create designs for each a pair of murals.

Mural designs will integrate themes identified by the community.

Community input will be available to applicants for their draft designs.

Applicants can only apply for one pair of murals.

### **Mural Locations**

*Two along the Canalside Rail Trail*

*Two in Downtown Turners Falls*

*Two in Downtown Millers Falls*

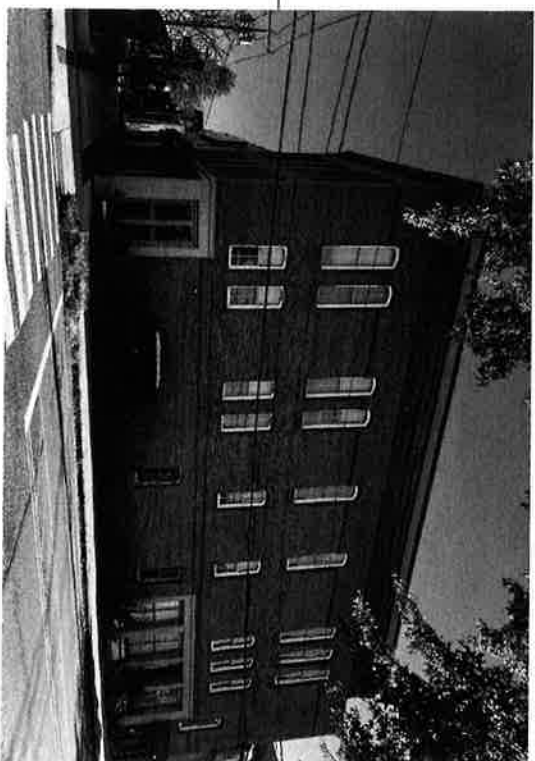


Making It Public

## **MONTAGUE WHEAT PASTE MURALS Downtown Turners Falls**



*197 Avenue A (St. Kaz)*



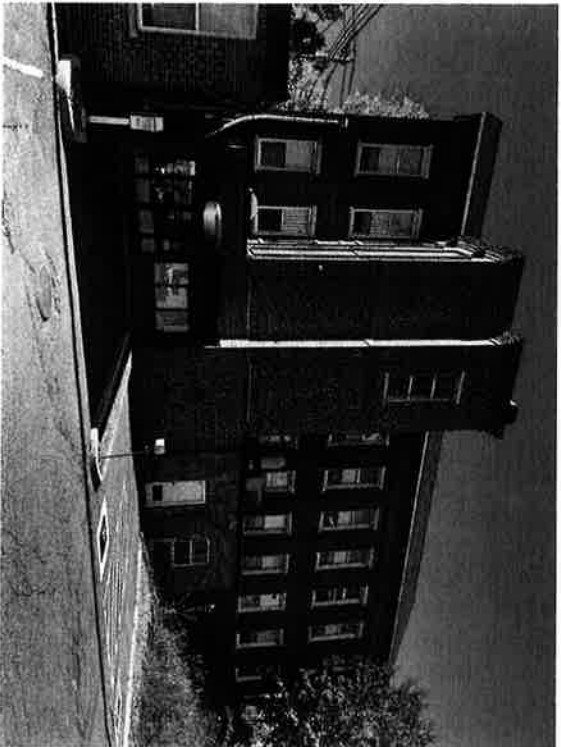
*85 Avenue A (at Third St.)*



Making It Public

## **MONTAGUE WHEAT PASTE MURALS** Canalside Rail Trail

*1 Avenue A (Town Hall)*

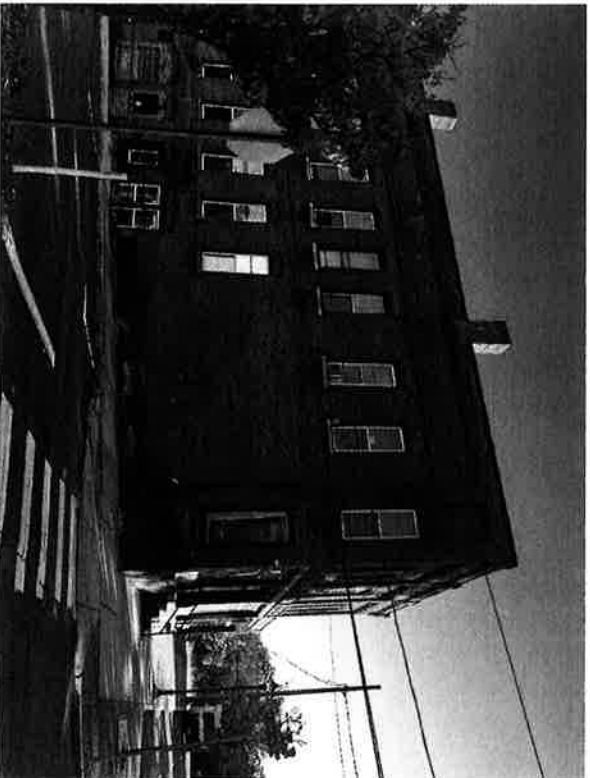


*20 Masonic Ave (Montague City)*



Making It Public

## **MONTAGUE WHEAT PASTE MURALS Downtown Millers Falls**



*41 East Main Street (at Franklin St.)*



*26 East Main Street (at Bridge St.)*



## **MONTAGUE WHEAT PASTE MURALS**

### **SELECTION CRITERIA**

This call is open to any U.S. resident aged 18 years or older. Applications will be judged on the following criteria:

- Strong site-specific composition that integrates the related background material.
  - Relevant work experience creating large scale visual design.
  - Expressed interest and/or relevant work experience incorporating community input into a design project.
- 

Preference will be given to experienced digital artists, designers and illustrators who:

- Currently living within 20 miles and/or demonstrates a strong relationship with Montague, MA.
- Expand the diversity of public art in Montague including women and BIPOC/LGBTQ+ applicants.



## MONTAGUE WHEAT PASTE MURALS

### FUNDING + TIMELINE

Funding is provided through NEFA

Each artist will receive \$4000 for their pair of designs. Artists are not responsible for printing or installation.

Application released: January 6, 2025. Application deadline: February 10, 2025

Applications reviewed by the committee: February 2025

Artists selected (3), all applicants notified by March 3, 2025

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March 2025: Project overview meeting. Community meeting.

April: Design revisions.

May 5: Print files submitted.

May 6-29: Six murals printed and installed.

May 31: Opening Celebration. Artists are encouraged to attend!





# 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 Peskeomskut Park or Montague Center Common)

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

Name of applicant: Suzanne LoManto

Address of applicant: 1 Avenue A, Turners Falls

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

Name of organization: Riverculture

Name of legally responsible person: T.O.M.

Location of assembly: Town Hall + Colle Opera House

Date of assembly: May - October 2025

Time of assembly: Begin: \_\_\_\_\_ End: \_\_\_\_\_

Number of expected participants: \_\_\_\_\_

If a procession/parade:

Route: See attached description

Number of people expected to participate: \_\_\_\_\_

Number of vehicles expected to participate: \_\_\_\_\_

Subject of demonstration: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\*\*\*\*\*

Signatures: \_\_\_\_\_

Police Chief: [Signature] Date: 10-14-24

Comments/Conditions: \_\_\_\_\_

\_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

\_\_\_\_\_



**RIVERSULTURE**

10/8/24

RE: Making it Public Temporary Public Art

Montague Select Board,

I am seeking permission to use the outside wall of Montague Town Hall and the south wall of the Colle Opera House for temporary public art from May to October 2025. This project is part of a six-week NEFA Making it Public training that I received this spring with my colleagues Caitlin Kelly and Jon Dobosz. This training came with a \$15,000 to fund the work.

Our plan is to release a "call for design" of six large-scale wheat paste murals in Montague:

Two along the bike path: 1 Avenue A and 20 Masonic Ave.

Two in downtown Turners Falls: 85 Avenue A and 197 Avenue A

Two in Millers Falls: 26 East Main Street and 41 East Main Street

One artist will be selected to create designs for each of the pairs. The Town will hire professional contractors to print and install the six murals. The murals will be installed with a simple mixture of flour and water and last 4- 6 months. The installation target is late May 2025 to coordinate with the release of our summer event schedule. Community input session will be scheduled in early November to brainstorm ideas about the content of the temporary murals. This background information will be used by the applicants for their draft designs.

This application is seeking permission to use the buildings, only. An additional application will follow for the use of public sidewalks during installation.

Thank you,

A handwritten signature in black ink, appearing to read "Suzanne LoManto". The signature is fluid and cursive, written over the "Thank you," text.

Suzanne LoManto





Town Hall, 1 Avenue A (North Side)  
BIKE PATH PROJECT



Colle Opera House, 85 Avenue A (Third Street wall)  
DOWNTOWN TURNERS FALLS PROJECT

# Metcalfe Associates ARCHITECTURE

142 Main St. Northampton, MA, 01060 Tristram W. Metcalfe III, Ma. Reg. 5393

Phone number > 413 586 5775

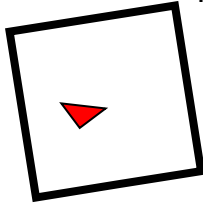
Cell number > 413 695 8200

Email > [twm3@rcn.com](mailto:twm3@rcn.com)

NCARB, NYS, MA, CT, NH  
registrations

WMAIA

AIA



February 29, 2024

RE; "Price Quotation" for;  
REQUEST FOR PROPOSALS (RFP) PRESERVATION PROFESSIONAL SERVICES  
BUILDING CONDITION ASSESSMENT &/OR SELECTIVE DEMOLITION  
RECOMMENDATION FOR OLD BLACKSMITH SHOP  
at 12 Station Road, Montague Center, MA

**MHC ID** MNT.433 MACRIS Maps for MNT.433  
"Old Blacksmith Shop" – Building Conditions Assessment.

To; Jonathan Dobosz, CPRP, <[recdir@montague-ma.gov](mailto:recdir@montague-ma.gov)>  
Town of Montague Director of Parks & Recreation  
56 First St., Turners Falls, MA 01376, (413) 863-3216  
The Parks and Recreation Department, One Avenue A Montague, MA 01376

CC: Christopher Sawyer-Laucanno, <[cs1@mit.edu](mailto:cs1@mit.edu)>  
and Janel Nockleby <[janel.nockleby@gmail.com](mailto:janel.nockleby@gmail.com)>;  
Historic Commission Turners Falls, MA

Dear Jonathan,

Please review the following for work that I propose to do starting with some background;

Background:

The Parks & Recreation Department is overseeing the proposed evaluation of the Old Blacksmith Shop because the structure is on park property. It is currently used for cold storage.

The Parks and Recreation Department is advancing plans for the rehabilitation of the Montague Center Playground which may involve the installation of a parking area at the location of the structure. Because the structure is considered a contributing resource to the Montague Center Historic District (MNT. 433), the Montague Historical Commission has advised the Parks Department to conduct this historic structure evaluation.

The MACRIS Database listing for the property will be included.

Scope of Work

Task 1: Architectural/Structural Analysis and Conditions Survey

a. Conduct an architectural and structural analysis of the structure's interior, exterior and site. To include, but not be limited to:

i. Estimate approximate original construction dates for the joined entity and signify relative historical importance of each of the conjoined units in terms of features, construction

materials, methods of joinery and other construction methods;

ii. Inspect and document existing conditions. This should include both interior and exterior conditions and other elements such as roof, masonry, frame, flashing, and windows.

iii. Evaluate the structural integrity of the structure.

#### Task 2: Recommendations

a. Prepare a prioritized treatment schedule according to immediate and long-term needs.

b. Develop an outline of up to three potential scenarios each with a scope of work order and order of magnitude cost to be implemented by the municipality at prevailing wage:

a(1. Full preservation of the structure

b(2. Partial demolition of the structure

c(3. Full demolition of the structure

Proponents should include a statement of qualifications that demonstrates experience with the preservation of historic structures.

I have been doing historic preservation of architectural projects since 1982 over 40 years with over the past 20 years working with Historic Preservation consultants for Historic Preservation Tax Credit applications.

I propose to do the following in conjunction with the RFP items above;

Measure & draw the building plans and elevations including walls, doors, windows, electrical columns, partitions, floor levels for steps or ramps, and roof condition for high priority repair if needed. Draw site layout based on available plot plan for access and egress including ADA access, building codes parking

Fee for Task 1; \$3,500.00

Fee for Task 2 including drawings in plan and elevations with structural analysis for renovation ; \$5,000.00

Work Schedule can be commence in March and be completed by May.

Thank you.

Sincerely,

Tris Metcalfe



**STREET FRONT NORTH FACADE**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**WEST FACADE [FLAT WALLS JOINED WITH PERSPECTIVE @ ROOF]**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**REAR SOUTH FACADE**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**ENTRY SIDE EAST FACADE [FLAT WALLS JOINED WITH PERSPECTIVE @ ROOF]**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**INSIDE EAST ENTRY WALL**

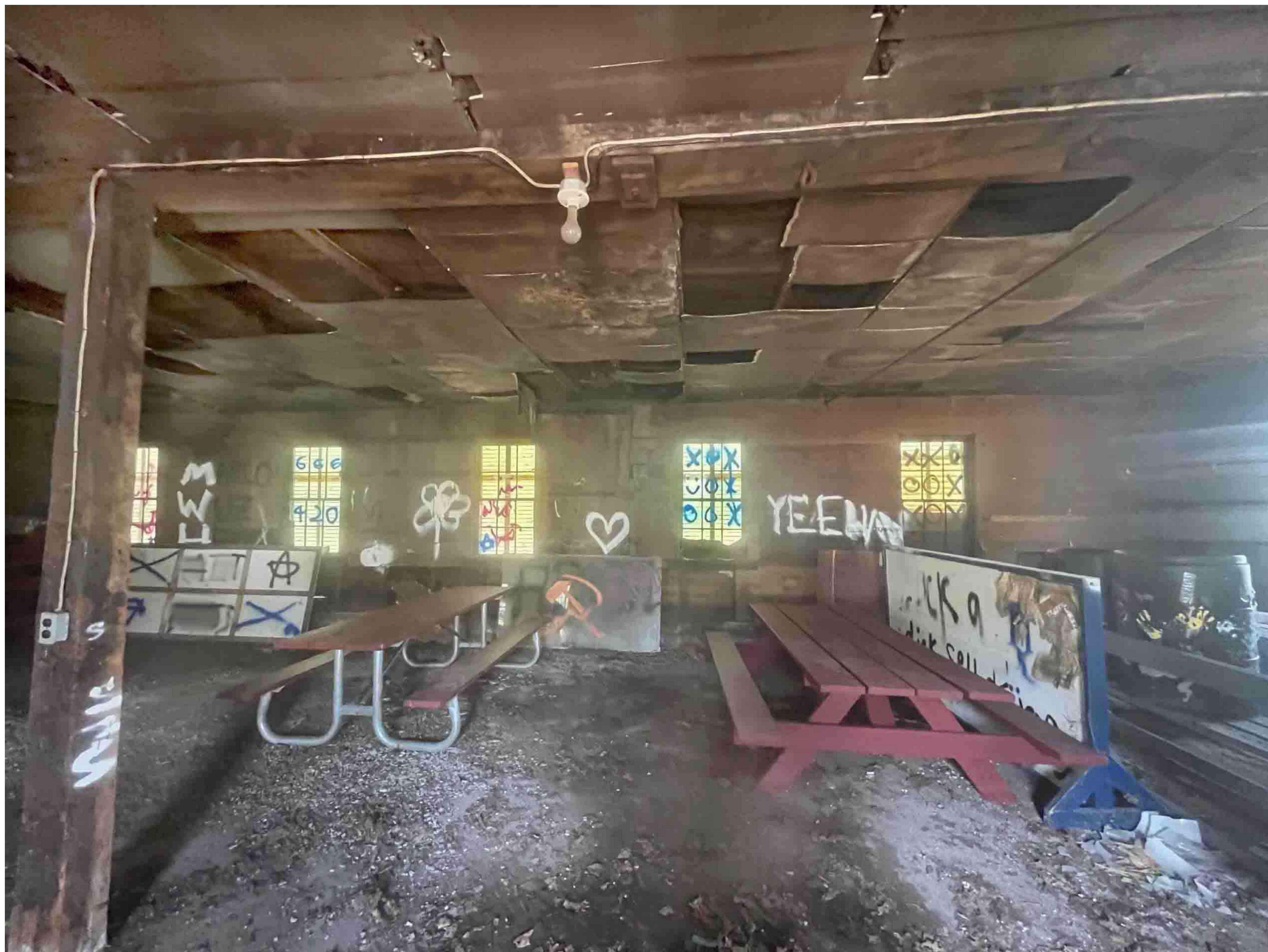
**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**





**INSIDE NORTH FRONT WALL**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**INSIDE WEST WALL**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**INSIDE PARTY WALL SOUTH**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



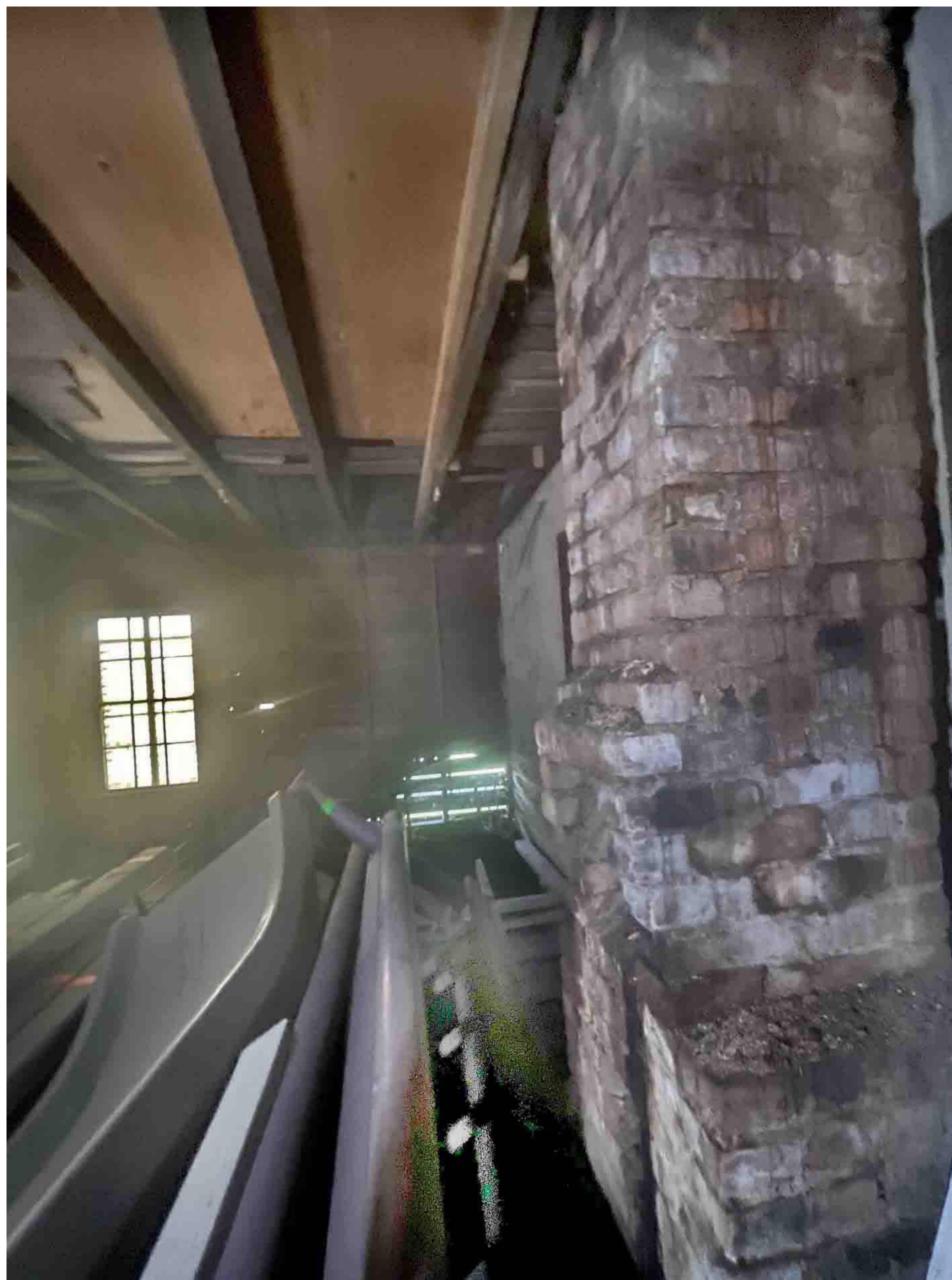
**INSIDE SHOP SOUTH WALL [STAIR ITEM IS NOT BUILT IN]**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



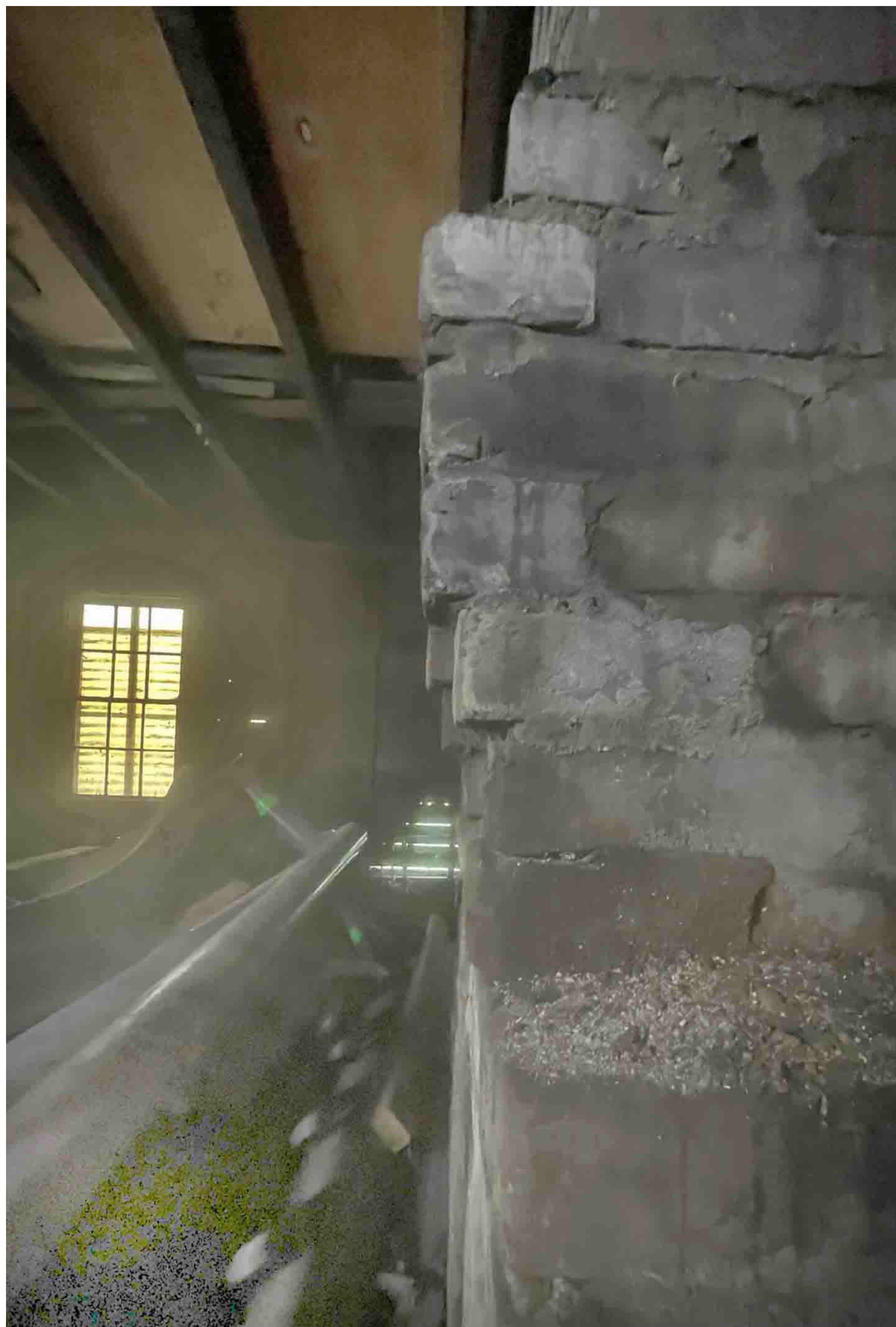
**INSIDE SHOP AT DOOR & RAMP TO GARAGE**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



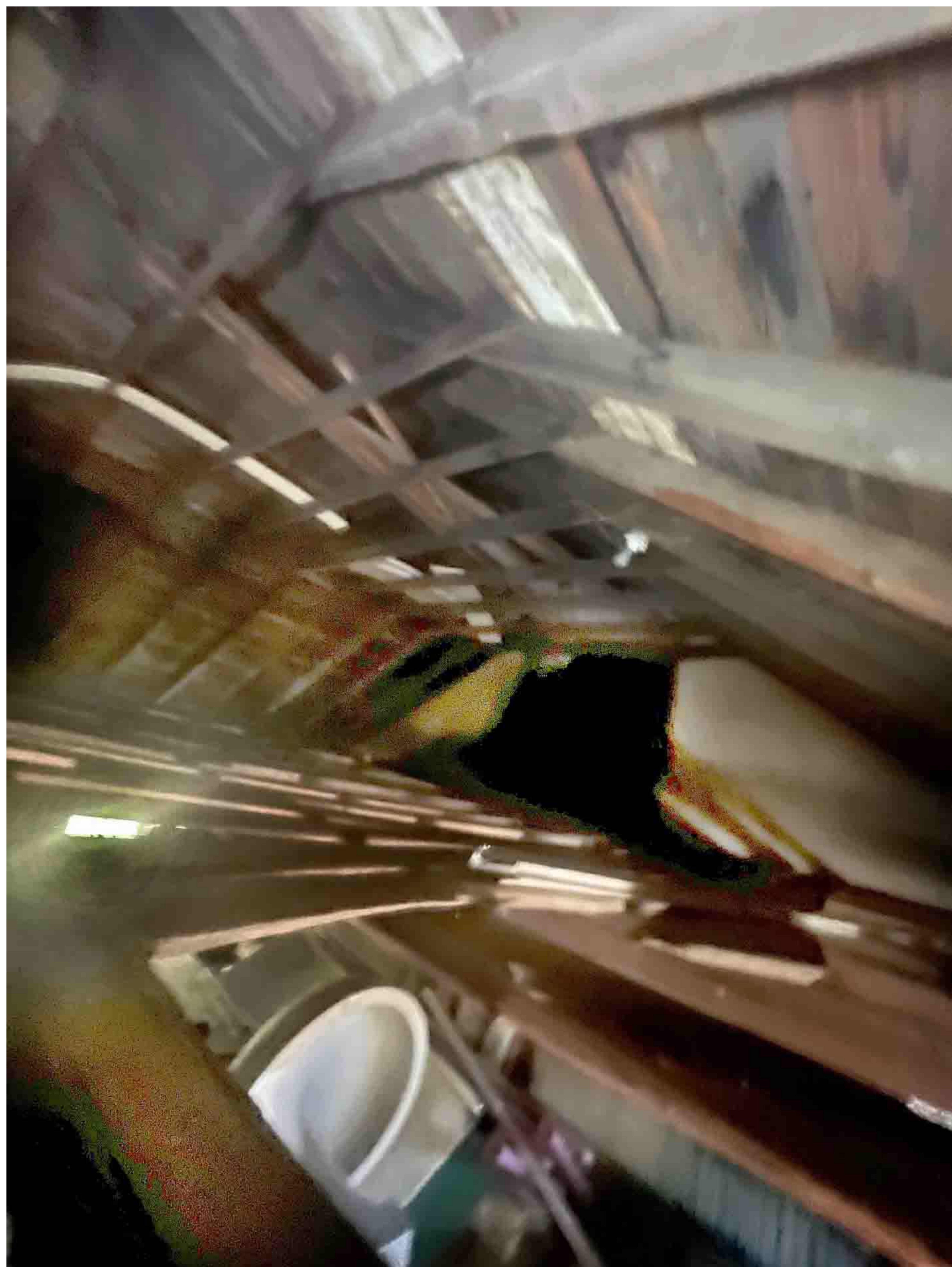
**SHOP AT CHIMNEY & WEST WALL**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**SHOP CRUDE BRICK DETAIL**

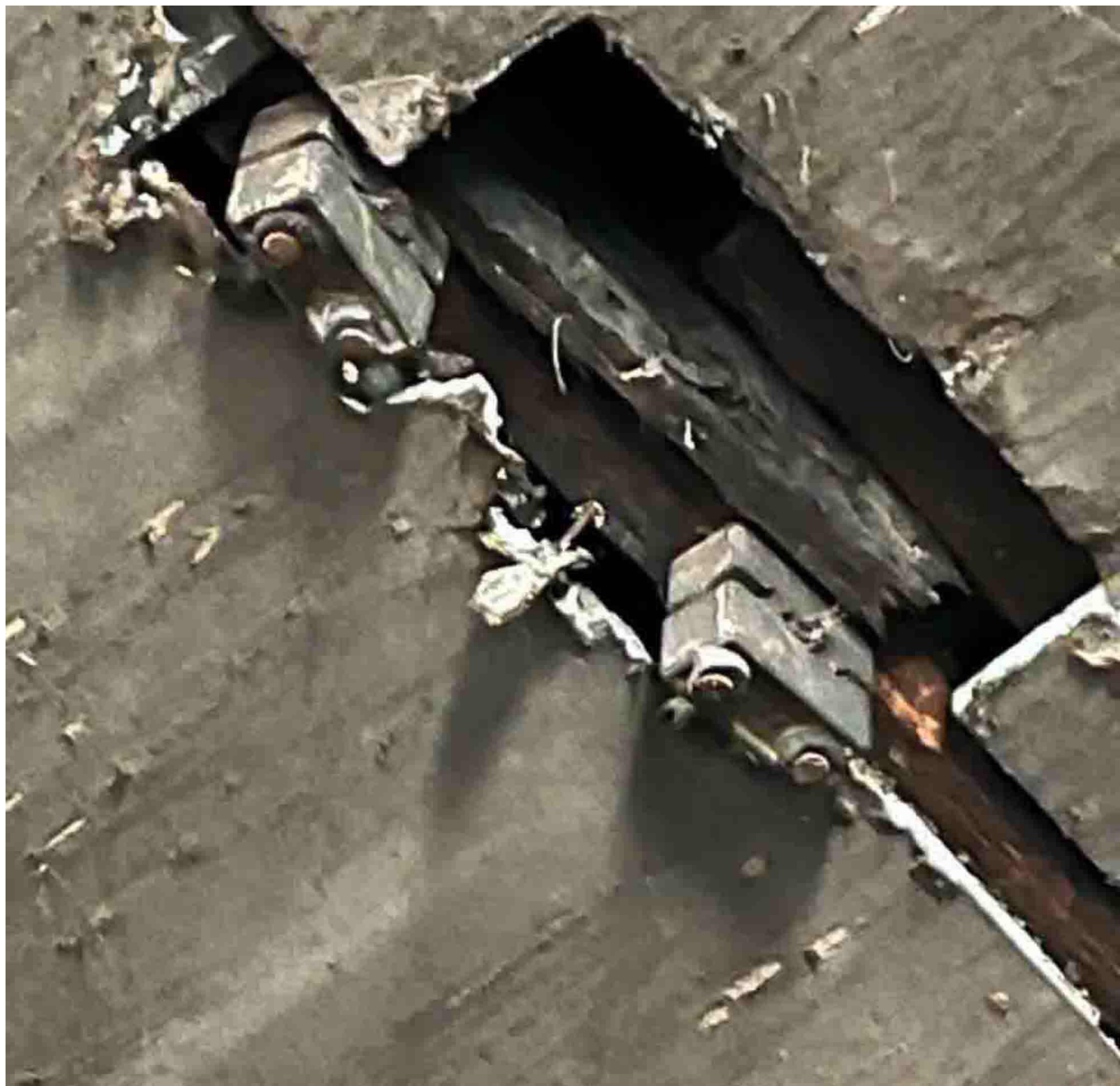
**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**SHOP ROOF ABOVE COLLAR TIES**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**





**GARAGE CEILING KNOB & TUBE**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**STUCCO EXPOSED STEEL LATH PANEL EDGE AT SHOP & GARAGE JOINT**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



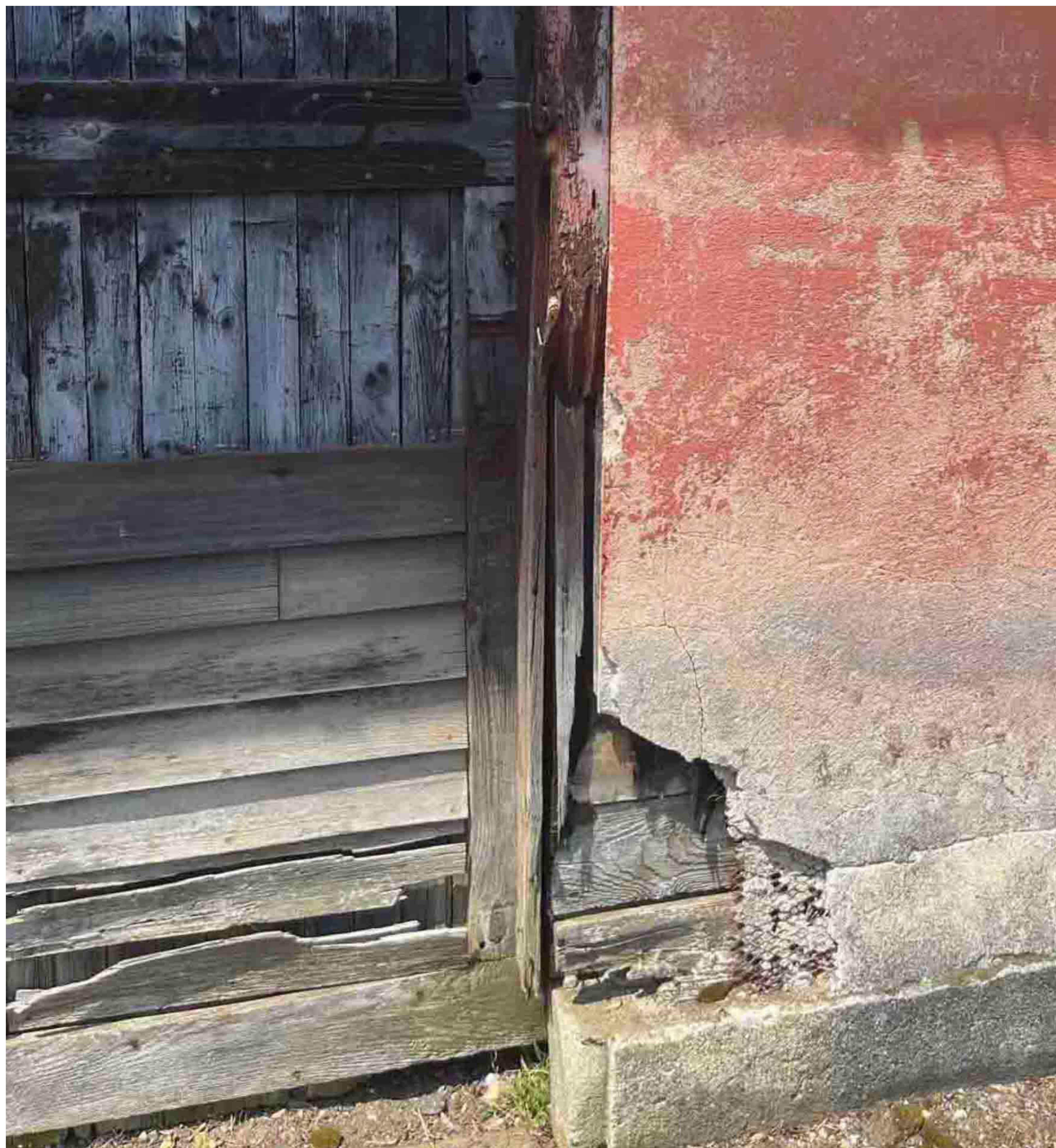
**FIBERGLASS PANEL OVER WINDOW**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**STUCCO AND STEEL LATH OVER WOOD BASE**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



**DOOR JAMB AT EXPOSED WOOD BASE**

**OLD BLACKSMITH SHOP  
12 STATION STREET  
MONTAGUE CENTER, MA**



October 15, 2024

Town/City of Montague  
Chief Executive Officer  
[townclerk@montague-ma.gov](mailto: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:

<b>Applicant/Licensee Business Name:</b>	253 Organic, LLC
<b>Application/License Number:</b>	MPR244250 / MP281302; MRR207029 / MR281245
<b>Application/License Type:</b>	Renewal License Application
<b>Applicant/Licensee Email:</b>	<a href="mailto:srutherford@253organic.com">srutherford@253organic.com</a>
<b>HCA/HCA Waiver Execution Date:</b>	September 23, 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. The HCA contains a provision that imposes legal, overtime, or administrative costs or any costs other than a CIF on an ME/MTC with the exception of an ME/MTC's tax obligations or its responsibility for paying generally occurring fees. *935 CMR 500.180(2)(1)(6); 935 CMR 501.180(2)(1)(6)*

Additionally, please respond to the following:



1. Please clarify if the highlighted item is a local requirement customarily imposed by the Host Community on other, non-cannabis businesses operating in the community.

### 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-templates); 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-templates)

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)

If you should have questions regarding this notice, please contact the Commission by email at [licensing@ccmass.com](mailto:licensing@ccmass.com).

Sincerely,

*Anne DiMare*

Anne DiMare  
Licensing Manager



**IMPORTANT!** This document(s) contains important information that could impact your license application or license. It is critical that you understand the information in this document. Please have it translated immediately.

Spanish:

¡ATENCIÓN! Este documento incluye información importante que podría afectar su licencia o solicitud de licencia. Es fundamental que entienda la información en este documento. Por favor, traducir de inmediato.

Traditional Chinese:

**重要信息！** 本文檔包含可能影響您的執照申請或執照的重要信息。您理解本文檔中的信息這一點至關重要。請立即找人翻譯此文件。

Haitian Creole:

**ENPÒTAN!** Dokiman sa a genyen enfòmasyon enpòtan ladan li ki te ka afekte demann ou pou lisans oswa lisans ou. Li kritik ou konprann enfòmasyon ki nan dokiman sa a. Tanpri fè yon moun tradwi li imedyatman.

Portuguese:

**IMPORTANTE!** Este(s) documento(s) contém informações importantes que podem afetar seu requerimento de licença ou licença. É fundamental que você compreenda as informações contidas nele(s). Obtenha a tradução imediatamente.

CV Creole:

**É IMPORTANT!** Es dukumentu(s) ten informasonn importantis ki podi afeta bu pididu di lisensa ou lisensa. É fundamental ki bu kompriendi informasonn nes dukumentu. Pur favor, traduzi imidiatament.

Vietnamese:

**QUAN TRỌNG!** (Các) tài liệu này có chứa thông tin quan trọng có thể ảnh hưởng đến đơn xin cấp giấy phép hoặc giấy phép của quý vị. Điều quan trọng là quý vị phải hiểu thông tin có trong tài liệu này. Hãy dịch nó ngay lập tức.

Yoruba:





**Ó ŞE PÀTÀKÌ!** Ìfitónilétí pàtàkì wà nínú (àwọn) ìwé yìí tí ó lè ní ipa lóri ibéèrè fún ìwé àşẹ tàbí ìwé àşẹ rẹ. Ó şe kókó kí ifitónilétí inú ìwé yìí yé ọ. Jòwó túmò rẹ lójúkan nàà.

French:

**"IMPORTANT !** Ce(s) document(s) contient des informations importantes qui pourraient avoir un impact sur votre demande de licence ou votre licence. Il est essentiel que vous compreniez les informations contenues dans ce document. Veuillez le faire traduire immédiatement."

Greek:

**ΣΗΜΑΝΤΙΚΟ!** Αυτό το έγγραφο περιέχει σημαντικές πληροφορίες που μπορεί να επηρεάσει την αίτηση έκδοσης άδειας ή την ίδια την άδεια. Είναι πολύ σημαντική η κατανόηση των πληροφοριών αυτού του εγγράφου. Παρακαλώ μεταφράστε το άμεσα!

Italian:

**IMPORTANTE!** Questo(i) documento(i) contiene informazioni importanti che potrebbero influenzare la tua richiesta di candidatura o licenza. È fondamentale che tu comprenda le informazioni contenute in questo document. Si prega di farlo tradurre immediatamente.



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 01376<sup>1</sup>, ("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;

---

<sup>1</sup> 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.

## **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 12<sup>th</sup> 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, 5<sup>th</sup> 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**

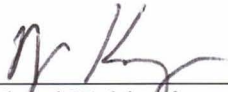
Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state 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 23th day of September, 2024.

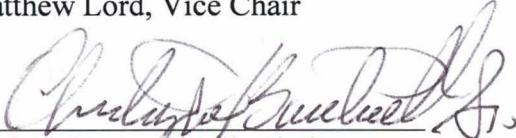
**TOWN OF MONTAGUE  
SELECTBOARD**

**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 Selectboard Town of Montague

1 Avenue A (413) 863-3200 Ext. 107  
Turners Falls, MA 01376 FAX: (413) 863-3231

### MEMORANDUM

**Date:** October 16, 2024  
**To:** Montague Selectboard; Angelica Desroches, Town Accountant  
**From:** Chris Nolan-Zeller, Assistant Town Administrator  
**Re:** 11th Street Bridge Repairs

During routine MassDOT inspections in 2020 and 2022, concerns were identified with the Town's 11<sup>th</sup> Street Bridge over FirstLight's Utility Canal. The Town contracted with Weston & Sampson to provide engineering for the repairs necessary to keep this bridge open and safe for all users, and the design received the required Chapter 85 approval from the state on August 9, 2024. The main proposed funding source is a Capital appropriation approved by Town Meeting on May 6, 2023. The budget for construction is \$77,646.

Bids were opened on October 2, 2024. Only two bids were received, and both were substantially higher than the allotted budget for construction. The lowest bid was submitted by Clayton D. Davenport Trucking for \$142,000. The difference between the project budget and the lowest bid is \$64,354.

The remaining unallocated balance of the Town's ARPA funds is \$51,738. The Town's General Project Overrun account has a current balance of \$27,723.31, which is 100% of the allocation for the current fiscal year. If 100% of the remaining ARPA funds, plus \$12,616 from the Project Overrun account are allocated to this project, the Town can move forward with executing a contract with Davenport. However, this would use about 45.5% of the balance in the Project Overrun account, even without incorporating any contingency.

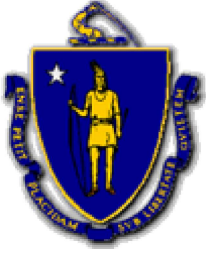
After conferring with the Town Administrator, we are inclined to present three options to the Selectboard:

- 1) Approval of the allocation of the remaining \$51,738 in ARPA funds, plus \$12,616 from the Project Overrun account, to support the 11<sup>th</sup> Street Bridge Repair Project overage, enabling execution of a contract with Clayton D. Davenport Trucking
- 2) Rejection of both bids in favor of re-issuing the bid solicitation in or near January, which may result in more competitive bids
- 3) Rejection of both bids in favor of re-allocating additional funds to this project via a supplemental appropriation at the next Special Town Meeting.

*The Town of Montague is an Equal Opportunity Provider & Employer.*

The Public Works Superintendent has expressed support for Option #1, noting the need to move as rapidly as possible on these repairs in order to avoid a full closure or one-lane restriction on this bridge if further deterioration is found, and also that re-bidding the project will not necessarily bring lower bid prices.

*The Town of Montague is an Equal Opportunity Provider & Employer.*



COMMONWEALTH OF MASSACHUSETTS  
 EXECUTIVE OFFICE OF  
 ENERGY AND ENVIRONMENTAL AFFAIRS  
**DEPARTMENT OF ENERGY RESOURCES**  
 100 CAMBRIDGE ST., 9<sup>th</sup> FLOOR  
 BOSTON, MA 02114  
 Telephone: 617-626-7300

**Maura T. Healey**  
 Governor

**Rebecca L. Tepper**  
 Secretary

**Kimberley Driscoll**  
 Lt. Governor

**Elizabeth Mahony**  
 Commissioner

October 15, 2024

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

Dear Town Administrator Ramsey:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$27,000 for the following projects proposed in the Town of Montague's Energy Efficiency and Conservation Block Grant (EECBG) application.

Project(s) funded:

- Decarbonization study for nine (9) municipal buildings—Carnegie Library; Clean Water Facility Administration; Colle Building; Department of Public Works (DPW) Facility; Hillcrest School; Montague Center Library; Montague Town Hall and Annex; Sheffield Elementary School, Auditorium, and Annex; Unity Park Fieldhouse: \$27,000

The Division reviewed the Town's grant application and has determined that the proposed project(s) meet the eligibility requirements of the competitive EECBG program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above.**

Caitlin Hart, Clean Energy Project Coordinator, will follow up with the contact listed in your grant application to discuss the next steps, including coordination of the grant contract process, as well as federal grant reporting requirements.

The Green Communities Division looks forward to working with the Town of Montague on your EECBG funded initiative. We congratulate you on your grant award and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-823-4029 or by email at [Joanne.Bissetta@mass.gov](mailto:Joanne.Bissetta@mass.gov) with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink that reads "Joanne Bissetta". The signature is written in a cursive, flowing style.

Joanne Bissetta, Director  
Green Communities Division

Cc: Chris Mason, Green Communities Regional Coordinator

**THE COMMONWEALTH OF MASSACHUSETTS  
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION – HIGHWAY DIVISION  
NOTICE OF A VIRTUAL PUBLIC INFORMATIONAL MEETING**

**Project File # 610656**

A Virtual Public Informational Meeting will be hosted on the MassDOT website below to present the design for the proposed Intersection Improvements at Route 47 (North Leverett Road) and Route 63 (Federal Street) project in Montague, MA.

WHEN: 6:00 PM, Wednesday, November 6, 2024

PURPOSE: The purpose of this meeting is to update the public on the proposed Intersection Improvements on Route 47 (North Leverett Road) and Route 63( Federal Street), in Montague, MA. The project will include the construction of a roundabout to improve the approaching roadway geometry and sight distance and the provision of a shared use accommodation. All views and comments submitted in response to the meeting will be reviewed and considered to the maximum extent possible.

PROPOSAL: Intersection improvements on Route 47 (North Leverett Road) to remove the skew with Route 63. This project will include the construction of a roundabout to slow down traffic and improve the approaching roadway geometry and sight distance. The provision of a shared use accommodation consisting of a wide outside travel lane with shared lane markings have been provided in accordance with applicable design guides.

This meeting is accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (e.g interpreters in American Sign Language and languages other than English, live captioning, videos, assistive listening devices and alternate material formats), as available. For accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), TTD/TTY at (857) 266-0603, fax (857) 368-0602 or by email ([MassDOT.CivilRights@dot.state.ma.us](mailto:MassDOT.CivilRights@dot.state.ma.us)). Requests should be made as soon as possible and prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten business days before the meeting.

This meeting will be hosted, or a cancellation announcement posted, on the internet at <https://www.mass.gov/orgs/highway-division/events>.

JONATHAN GULLIVER  
HIGHWAY ADMINISTRATOR

CARRIE E. LAVALLEE, P.E.  
CHIEF ENGINEER



# Route 47 (North Leverett Rd) at Route 63 Public Information Meeting

## What is happening?

The purpose of this meeting is to update the public on the proposed Intersection Improvements on Route 47 (North Leverett Road) and Route 63 (Federal Street), in Montague, MA. The project will include the construction of a roundabout to improve the approaching roadway geometry and sight distance and the provision of a shared use accommodation. All views and comments submitted in response to the meeting will be reviewed and considered to the maximum extent possible.

## How will this affect you?

This is a priority intersection included in the Franklin Regional Council of Governments most recent report. There is a large intersection skew, sight line obstructions and a crest curve that will be mitigated with our design. Impacts to the roadway users will include the use of flaggers to direct traffic during stages of the construction and a detour around the construction area on Main Street, Center Street and South Street. The work comprises of milling and overlay, full depth reconstruction of the existing roadway, concrete splitter islands and a shared use path within the project limits.

## When

Wednesday, November 6, 2024  
6:00 PM

## Attend

[www.mass.gov/orgs/highway-division/events](http://www.mass.gov/orgs/highway-division/events)



Visit **[PROJECT WEBSITE]** for more information.



To ensure its meetings are accessible, MassDOT reasonably provides: translation, interpretation, modifications, accommodations, alternative formats, and auxiliary aids and services. To request such services, please contact MassDOT's Chief Diversity and Civil Rights Officer at 857-368-8580 or [MassDOT.CivilRights@dot.state.ma.us](mailto:MassDOT.CivilRights@dot.state.ma.us). For adequate time to process such request, please make them as early as possible, ideally 10-15 days prior to the event.

Project inquiries may also be emailed to [massdotprojectmanagement@dot.state.ma.us](mailto:massdotprojectmanagement@dot.state.ma.us). Please submit any written statements regarding the proposed undertaking to: **Carrie A. Lavalley, P.E., Chief Engineer, MassDOT, 10 Park Plaza, Boston, MA 02116, Attention: PROJECT MANAGEMENT, PROJECT FILE NO. 610656**

### FY26 Budget Schedule

**Task Owner**

- Selectboard
- Wendy
- Walter
- Angelica
- Education
- CIC

rev date 10.07.2024

**Schedule Targets:**  
STM Feb 26 2025

ATM May 7 2025 and May 14 2025

Notable FinCom Tasks  
In addition to Regular Meetings

OCTOBER 2024

	S	M	T	W	Th	F	S
Forecasting tool, 6 yr CIC Plan, FinPol Guidelines	6	7	8	9	10	11	12
	13		15	16	17	18	19
	20	21	22	17	24	25	26
10/31/2024 Town Dept Preliminary Capital Requests	27	28	29	30	31		

NOVEMBER 2024

	S	M	T	W	Th	F	S
11/1/2024 Prelim AA to GM, budget forms to depts						1	2
11/5/2024 Release budget guidance and outline	3	4	5	6	7	8	9
	10		12	13	14	15	16
	17	18	19	20	21	22	23
11/27/2024 GMRS D Capital Requests Due	24	25	26	27		29	30

11/6: FinCom Meeting to begin Budget Process outline

DECEMBER 2024

	S	M	T	W	Th	F	S
12/2/2024 FY25 tax rate classification hearing	1	2	3	4	5	6	7
12/9/2024 Budget requests due to Acct	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23			26	27	28
	29	30	31				

JANUARY 2025

	S	M	T	W	Th	F	S
1/6/2024 SB identifies budgets for closer examination					2	3	4
1/13/2024 SB reviews key budget and personnel requests	5	6	7	8	9	10	11
1/15/2024 CIC/ATA solidify capital article slate	12	13	14	15	16	17	18
1/21/2024 Selectboard finalizes budget recommendations	19		21	22	23	24	25
1/27/2024 Finalizes budget recs and approves prelim STM warrant	26	27	28	29	30	31	
1/29/2024 GMRS D Budget joint meeting w Gill (location TBD)							

**Last Year's Schedule Below - Current Year TBD 10/16/24**

- 1/8: FinCom Determines Dept Meeting Schedule
- 1/15: Police and Dispatch Budget Request
- 1/22: DPW Budget Request
- 1/29: CWF and STM Articles
- Draft STM Warrant and final Excess Capacity Budget
- STM articles, start 1/29, cont 2/5 if needed

**\*SB Budget Recommendations likely to be determined on 1/27**

# FY26 Budget Schedule

**Task Owner**

- Selectboard
- Wendy
- Walter
- Angelica
- Education
- CIC

rev date 10.07.2024

**Schedule Targets:**

STM Feb 26 2025

ATM May 7 2025 and May 14 2025

Notable FinCom Tasks  
In addition to Regular Meetings

FEBRUARY 2025

	S	M	T	W	Th	F	S	
2/5/2024 *TA brings SB budget recs to FC 2/5							1	
2/4, 2/11 Draft articles and motions to Counsel	2	3	4	5	6	7	8	2/5: GMRSD Budget, STM Articles, SB Recommendations
2/10/2024 SB finalizes STM Warrant, makes recommendations	9	10	11	12	13	14	15	2/12: Final revenue, GMRSD AA, CIC Updates
2/12/2024 Final background due 2/12, mailing on 2/13	16		18	19	20	21	22	2/19: Airport,
2/26/2024 Special Town Meeting tentative 2/26	23	24	25	26	27	28		2/25: AA final # for FY26 to GMRSD by 2/28

MARCH 2025

	S	M	T	W	Th	F	S	
							1	
	2	3	4	5	6	7	8	3/5: final vote sch I & II + non-CIC articles
3/10, 3/11 School budget votes GMRSD 3/10; FCTS 3/11	9	10	11	12	13	14	15	3/12: CIC/FC/SB - capital requests, CIC report, votes
3/20/2024 May ATM articles due	16	17	18	19	20	21	22	3/19: FCTS, SB/FC reconciliation, Vote remaining Articles
3/24/2024 SB approve draft warrant	23	24	25	26	27	28	29	3/26: FC Final votes, report
3/25/2024 Angelica Drafts motions 3/25/24	30	31						
3/27/2024 Absolute final date for articles								

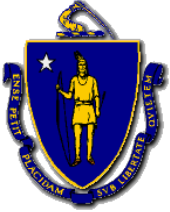
APRIL 2025

	S	M	T	W	Th	F	S	
			1	2	3	4	5	4/2: FC final votes, reviews background
4/7/2024 SB executes final warrant (deadline 4/14)	6	7	8	9	10	11	12	4/9: FC and CIC reports finalized
4/15/2024 post warrant on 4/16 (deadline 4/23)	13	14	15	16	17	18	19	
4/22/2024 Mail and post warrant packet 4/23 (deadline 4/23)	20		22	23	24	25	26	
	27	28	29	30				4/30: FC Town Meeting prep

MAY 2025

	S	M	T	W	Th	F	S	
					1	2	3	
	4	5	6	7	8	9	10	ATM 5/7
	11	12	13	14	15	16	17	ATM Reconvene 5/14
	18	19	20	21	22	23	24	
	25		27	28	29	30	31	





Commonwealth of Massachusetts  
**EXECUTIVE OFFICE OF HOUSING &  
 LIVABLE COMMUNITIES**

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus Jr., Secretary

Via email: [walterr@montague-ma.gov](mailto:walterr@montague-ma.gov)

October 10, 2024

Town Administrator Walter Ramsey  
 Town of Montague  
 1 Avenue A  
 Turners Falls, MA 01376

**RE: Application: Montague 1239**

Dear Mr. Ramsey:

Congratulations on the Town of Montague's successful application to the FY25 Round of the Community One Stop for Growth. On behalf of the Healey-Driscoll Administration, I am pleased to inform you that a grant in the amount of **\$62,000.00** from the **Community Planning Grant Program** has been approved to support the Montague City Village Center Zoning Amendments.

If this project is located in an MBTA Community, please note that a contract will not be executed if the community is noncompliant with Section 3A of M.G.L. Chapter 40A as determined by EOHLC.

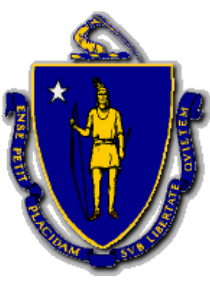
The Community Planning Grant Program will start contracting after January 1, 2025. We will send an Adobe Sign contract (must be e-signed) to the municipal CEO and project contact identified in your application, and an invitation to an online training related to grant administration and contract guidance. For any questions, please contact McKenzie Bell, Senior Community Grants Coordinator, at [McKenzie.Bell@mass.gov](mailto:McKenzie.Bell@mass.gov).

Please be advised that this letter does not constitute an agreement or contract with the Executive Office of Housing and Livable Communities (EOHLC) or the Commonwealth of Massachusetts, and the grant award is not final until the organization has executed a contract with EOHLC. You should not proceed with any grant activities until a contract is in place.

Sincerely,

A handwritten signature in cursive script, appearing to read "Edward M. Augustus, Jr."

Edward M. Augustus, Jr.  
 Secretary, EOHLC



Commonwealth of Massachusetts  
**EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT**  
ONE ASHBURTON PLACE, ROOM 2101  
BOSTON, MA 02108  
<https://www.mass.gov/eoed>

11B-2

MAURA T. HEALEY  
GOVERNOR

TELEPHONE  
(617) 788-3610

KIMBERLEY DRISCOLL  
LIEUTENANT GOVERNOR

FACSIMILE  
(617) 788-3605

YVONNE HAO  
SECRETARY

October 10, 2024

Walter Ramsey  
Town Administrator  
Town of Montague  
1 Avenue A  
Montague, MA 01376

Dear Mr. Ramsey:                   RE: FY25-Montague-Montague\*-Rural Downt-00663

Congratulations on the Town of Montague's successful application to the FY25 Round of the Community One Stop for Growth. On behalf of the Healey-Driscoll Administration, I am pleased to inform you that an award in the form of consultant services for \$25,000 from the MA Downtown Initiative Program approved to support Rural Downtown District Implementation Pilot Project.

If this project is located in an MBTA Community, please note that a contract will not be executed if the community is noncompliant with Section 3A of M.G.L. Chapter 40A as determined by EOHLIC.

If you have any questions concerning this award, please contact Emmy Hahn, MDI Program Coordinator, at [emmy.hahn@mass.gov](mailto:emmy.hahn@mass.gov). Emmy will be in touch regarding next steps to implement the assistance.

Please be advised that this letter does not constitute an agreement or contract with EOED or the Commonwealth of Massachusetts, and the grant award is not final until the municipality has signed off on the consultant's scope of work. Once the scope is finalized, EOED will contract with the consultant to carry out the project.

Sincerely,

A handwritten signature in blue ink that reads "Yvonne Hao".

Yvonne Hao  
Secretary, EOED

Cc Maureen Pollock, Town Planner

**FRAMINGHAM FLAG AND PENNANT CO.**  
**1 HIGHRIDGE RD.**  
**SHREWSBURY, MA 01545**  
**PH/FAX (508) 842-1273**



9/11/2001

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ANNIN AND CF FLAGS  
 POLE-TECH AND PLP FLAGPOLES  
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**CUSTOMER: ANGIE AMIDON**  
**TOWN OF MONTAGUE**  
**1 AVENUE A**  
**TURNERS FALLS, MA 01376**

**QUOTE #: 101624-1**  
**DATE: 10/16/2024**  
**ATTN: ANGIE AMIDON**  
**SHIP VIA: UPS**  
**TERMS: NET 30 DAYS**

**SHIP TO: SAME**

**PRICE QUOTE**

QUANTITY	ITEM	PRICE	AMOUNT
2 EA.	4X6' CUSTOM NYLON FLAG 2 SIDE/CORRECT DYED IMAGE ON WHITE FIELD 3" POLE HEM FLAG MANUFACTURED BY ANNIN & CO.		
	WITH GOLD FRINGE ON 3 EDGES	\$ 525.00	\$ 1,050.00
	WITHOUT GOLD FRINGE	\$ 495.00	\$ 990.00
	ALLOW 2 WEEKS FROM PROOF APPROVAL FOR DELIVERY		
	CUSTOMER PROVIDES VECTOR FILE FOR IMAGE REPRODUCTION IF ARTWORK		
	ANNIN & CO CAN PROVIDE VECTOR FILE IF NEEDED		
		ESTIMATED SHIPPING: \$	25.00
		SALES TAX:	EXEMPT
		TOTAL:	TBD

