

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, June 2, 2025 AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/82943878605>

Meeting ID: 829 4387 8605 Password: 874820 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice.

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting May 19, 2025
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. 6:35 Annual Reorganization of the Selectboard (vote to elect chair, vice chair, and clerk)
5. 6:38 Review and approve Summer Meeting Schedule
6. 6:40 **Jon Dobosz, Parks & Recreation Director**
 - Opening of Montague Center Playground, ribbon cutting June 7 (rain date June 14)
7. 6:45 **Maureen Pollock, Town Planner**
 - Montague City/ Farren Lot re-zoning project status update
8. 7:05 **Jenny Vanderbilt, Great Falls Farmers Market**
 - Request authorization to place 2 large sandwich board signs and a flag sign along Avenue A and 7th Street to be displayed during the farmers market on Saturdays 9-1pm
 - Request authorization to have Swanson's Stash House mobile mending truck parked on Avenue A or 6th Street during farmers market on Saturdays 9-1pm. It is a mobile mending truck that people can enter to have items mended and to learn.
9. 7:10 **Personnel Board**
 - Authorize employment contract extension with Police Chief Chris Williams through December 31, 2025 (Grade B Step 10 \$118,172 base pay)
 - Authorize employment contract with Wendy Bogusz for position of Town Clerk for period July 1, 2025 to June 30, 2028 (Grade C Step 3 \$75,857)
 - Hiring plan for the Selectboard Executive Secretary and transition plan for the Town Clerk
 - Discuss options to shift non-union personnel to new wage charts

Montague Selectboard Meeting

June 2, 2025

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10. 7:30

Assistant Town Administrator's Business

- Authorize statements of support for Community One Stop for Growth applications (Avenue A traffic signal replacements, First Street brownfield cleanup, and Housing Production Plan development)
- Execute letter of support for grant application proposal by Jess Marsh: Underutilized Properties Program – 149-151 Third Street
- South Street Bridge completion and upcoming bridge projects
- Other project updates

11. 7:40

Town Administrator's Business

- Announce execution of Amendment to Land Development Agreement with Power Street LLC for 15 Power Street
- Annual Town Meeting Date Survey Feedback
- Discuss summer priorities
- Topics not anticipated within 48 hour posting requirements

Next Meeting:

Selectboard: June 16, 2025, at 6:30pm, VIA ZOOM



Selectboard Town of Montague

1 Avenue A
Turners Falls, MA 01376

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

2025 Summer Meeting Schedule

Monday, May 19 (Zoom)

Monday, June 2 (Hybrid)

Monday, June 16 (Zoom)

Monday, June 30 (Zoom)

Monday, July 7 (Hybrid)

Monday, July 21 (Zoom)

Monday, August 4 (Hybrid)

Monday August 18 (Zoom)

Monday, August 25 (Zoom) (Date being held in case a meeting is needed)

Monday, September 8 (Hybrid) – Regular Weekly Meetings Resume

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

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



Board of Selectmen Town of Montague

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

APPLICATION TO PLACE SIGN, OBJECT, OTHER DISPLAY or EXHIBITION/VIGIL ON MONTAGUE CENTER TOWN COMMON OR PESKEOMSKUT PARK

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 7 days prior to the request date.

Name of applicant: Jenny Harrison Vanderbilt- Great Falls Farmers Market

Organization: Great Falls Farmers Market

Contact Name: Jenny Harrison Vanderbilt

Contact Phone: 18027389099 e-mail: greatfallsfarmersmarketurners@gmail.com

Contact Address: 33 3rd Street Apt. 2 Turners Falls MA 01376

Name of legally responsible person: Jenny Harrison Vanderbilt

Location on Common/Park: Along Avenue A and 7th Street

Content of sign, type of object, display: Two sandwich board signs and flag sign that indicate Farmers Market

Description of sign, object, display (content, size and materials): Two large sandwich board signs and a flag sign

The board signs are made of wood and indicate farmers market. The flag sign is made of plastic and cloth.

Start Date: To be displayed during the farmers market Saturdays 9-1 PM.

End Date: _____

*Sign/object needs to specify who it is being sponsored by. There is a 21 day maximum.

Signatures:

Police Chief: [Signature] Date: 5.27.25

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



Board of Selectmen Town of Montague

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Contact Name: Jenny Harrison Vanderbilt

Contact Phone: 18027389099 e-mail: greatfallsfarmersmarketurners@gmail.com

Contact Address: 33 3rd Street Apt. 2 Turners Falls MA 01376

Name of legally responsible person: Jenny Harrison Vanderbilt

Location on Common/Park: Parked on Avenue A or 6th street

Content of sign, type of object, display: Swanson's Fabrics Slash House mobile mending refurbished ambulance to be parked once a month during Farmer's Market hours.

Description of sign, object, display (content, size and materials): The refurbished ambulance will have a sewing machine painted on it. It is a mobile mending truck that people can enter to have items mended and to learn.

Start Date: To be parked during farmers markets Saturdays 9-1 PM.

End Date: _____

*Sign/object needs to specify who it is being sponsored by. There is a 21 day maximum.

Signatures:

Police Chief:  Date: 5-27-23

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

SECOND MEMORANDUM OF AGREEMENT

between
TOWN OF MONTAGUE
and
CHRISTOPHER WILLIAMS

This Memorandum of Agreement is entered into this 2nd day of June 2025, by and between the Town of Montague (“Town”), by and through its Selectboard, and Christopher Williams, the Town’s Chief of Police.

WHEREAS, the Town and Mr. Williams are parties to an employment agreement with a term that expires on June 30, 2025 (hereinafter “Agreement”), a copy of which is attached hereto and incorporated herein by reference;

WHEREAS, the parties wish to amend extend the term of their Agreement and amend certain provision thereof;

NOW, THEREFORE, the Town and Chief Williams agree to prospectively modify the parties’ Agreement as follows:

1. Amend Paragraph A of Section 9 (Compensation) to read as follows:

“Commencing on December 3, 2021, the Chief of Police shall be paid at the base rate of \$104,366, in accordance with Step 10 of Grade I (FY23) of the Town Classification Plan and will remain at Step 10 of Grade I through December 2, 2024. Effective December 3, 2024, the Chief of Police shall be paid at a base rate of \$115,764.00. Effective July 1, 2025, the Chief of Police shall be paid at a base rate of \$118,172.

For the remainder of this contract, the Chief will be appointed to the position of “Police Department IT Administrator” and agrees to perform the duties thereof. Position Description appears as an attachment to this contract. Through the remainder of this contract, the IT Administrator will be granted a stipend of \$3,000 .”

2. Amend Section 13 (Length of Agreement) to read as follows:

- A. The term of this contract shall be for a period commencing on December 3, 2021 and ending December 31, 2025. However, this contract may be extended as provided by its terms.
- B. It is understood that the Chief intends to retire at the end of the Tenure and he further agrees to publicly announce his retirement upon approval of this agreement. Chief agrees to cooperate with Town in a search for a new police Chief.

The remainder of the provisions in the parties' Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized representatives this 2nd day of June 2025.

CHRISTOPHER WILLIAMS

TOWN OF MONTAGUE
By Its Selectboard

Richard Kuklewicz

Matthew Lord

Marina Goldman

**AGREEMENT BETWEEN
TOWN OF MONTAGUE
and
Wendy Bogusz**

This Agreement, entered into this 2nd day of June 2025, by and between the TOWN OF MONTAGUE, Massachusetts, a municipal corporation, having a usual place of business at Town Hall, One Avenue A, Turners Falls, Massachusetts, party of the first, hereinafter referred to as Town, acting through its Selectboard, hereinafter referred to as Board, and WENDY BOGUSZ, party of the second part, hereinafter referred to as Employee, WITNESSETH:

WHEREAS, the Town desires to engage the services of Employee to hold the position of Town Clerk of the Town of Montague.

WHEREAS, Employee has been a town employee since 10/14/1997 and has accrued certain benefits and balances that she will carry forward.

WHEREAS, Employee is willing to undertake and perform the duties of said position of Town Clerk.

NOW THEREFORE, in consideration of the mutual agreement hereinafter set forth, the parties hereto agree as follows;

1. Duties

- A. The Town agrees to employ Employee as Town Clerk to perform the functions and duties specified in the Job Description attached hereto and marked Exhibit "A" and to perform other legally permissible and proper duties and functions as the Selectboard or Town Administrator may from time-to-time assign.

2. Term

- A. The terms of this agreement shall commence July 1, 2025 and remain in effect through June 30, 2028
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time subject only to the provisions set forth in Section 6 of this Agreement.

3. Salary

- A. The Town agrees to pay Employee for her services a base salary of \$75,857.00 for FY2026 in accordance with Grade C, Step 3 of the Town's Compensation Schedule. The

Employee shall be entitled to annual step increases at the beginning of each subsequent fiscal year in accordance with the Compensation Schedule. The Employee shall also receive any scheduled cost-of-living adjustments, longevity, or other additional compensation, which may be granted by the Town or other non-union personnel, subject to Town Meeting appropriation or consent, where applicable, during the term of this agreement.

- B. If the Grade level or scale associated with this position is amended during the term of this agreement and a new wage and classification plan through Town Meeting vote, the basis for the Employee's base compensation rate will be amended to reflect the new scale. Following any such change, the contract will be re-opened to consider the Employee's placement (step level) on the existing or new scale.
- C. Employee shall be considered an exempt employee for purposes of the federal Fair Labor Standards Act ("FLSA")

4. Vacation, Sick Leave and Personal Leave

- A. Employee shall carry forward the accumulated sick time, vacation, and personal leave as of June 30, 2025 and shall accrue new leaves on her original anniversary date of hire (October 14, 1997).
- B. Employee shall carry forward her earned entitlement to accrue five (5) weeks of vacation to be disbursed annually on the date of hire starting 10/14/2025. Such vacation shall be taken at such time, or times, approved by the Town Administrator. Up to one (1) weeks of vacation may accumulate from year to year if not all taken in one 12-month period of employment, due to work schedule. Unused vacation may be exchanged for cash compensation upon the conclusion of Employee's employment.
- C. Employee shall be entitled to health and life insurance, and sick leave benefits as provided to other non-affiliated employees of the Town, including a sick leave buyback of up to twenty five percent (25%) of an employee's unused sick leave upon an approved retirement under the town's retirement plan. The amount of the buyback shall not exceed Forty Five Hundred Dollars (\$4,500.00).
- D. Employee shall be entitled to holiday and personal leave benefits as provided to other non-affiliated management employees of the Town.

5. Other Benefits

- A. Employee shall also be entitled to any bereavement, insurance, deferred compensation, or any other benefits generally available to full-time Town personnel under the same terms unless specifically limited under the terms of this agreement.

6. Discipline and Termination

- A. The Selectboard may discipline or discharge Employee for cause during the term of this Agreement.
- B. In the event Employee voluntarily resigns the position with the Town before expiration of the aforesaid term of their employment, then Employee shall give the Board thirty (30) days written notice in advance, unless the parties otherwise agree. In the event of a voluntary resignation of Employee, such benefits as are enumerated in Section 4, shall not apply.
- C. Termination for cause or resignation shall render this Agreement void for the remainder of its term.

7. Performance and Evaluation

- A. The Town Administrator shall normally review and evaluate Employee's performance annually and shall maintain consistency with the performance evaluation schedule implemented for all other employees. All performance reviews shall be in accordance with specific criteria developed jointly by the Town Administrator and Employee. The Town Administrator shall provide the Employee and Selectboard with a summary written statement of the finding. The Town Administrator shall provide an adequate opportunity for Employee to discuss their evaluation with the Town Administrator before the review is made part of Employee's personnel records.

8. Hours of Work

- A. Employee's work week shall ordinarily consist of thirty five (35) hours, beginning on Mondays and ending on Thursdays. The Town Clerk shall be expected to be present for work during the Town's regular business hours and further agree to devote that amount of time and energy which is necessary to faithfully perform the duties of the office. Minor modifications to the employee's typical work hours are allowed subject to approval by the Town Administrator.
- B. Attendance at Annual and Special Town Meetings and locally administered elections is required.
- C. It is recognized that the Town Clerk must devote some time outside the normal office hours to business of the Town, and to that end, the Town Clerk shall be allowed to take flex time off within the policy guidelines to be established by the Board, and when workload permits. Employee may use compensatory time to make reasonable adjustments to her work

schedule at her discretion during said normal office hours at such time which will not adversely affect Town operations. The current guidelines provide for accumulation of flex time up to a maximum of 75 hours. Unused hours are not eligible for buy-back at the end of employment.

9. Automobile

- A. If it should be necessary at any time for Employee to use their personal automobile for travel in connection with the performance of official duties, Employee shall be reimbursed at the IRS approved rate provided by the Town to its other employees.

10. Dues and Subscriptions

- A. The Town agrees to budget and pay for professional dues and subscriptions of the Employee necessary for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional participation, growth and development, and for the good of the Town. These costs are to be included as part of the Town Clerk Department budget and shall be no less than three hundred dollars per year.

11. Professional Development

- A. The Selectboard recognizes its obligations to encourage the professional development of the Employee and agrees that the Employee shall be given adequate opportunity to develop their skills and abilities as a professional in Town government.
- B. Employee is expected to obtain credentials as a Certified Massachusetts Municipal Clerk from Massachusetts Town Clerks' Association, at the earliest opportunity. In accordance with the 5/4/2013 vote of Town Meeting to accept Sections 108P of Chapter 41 of MGL, the Town will provide an annual stipend of \$1,000 for obtaining that certification.

12. Other Employment

- C. The Employee is permitted to work under the part-time employ of another municipality, district, or organization, subject to Town Administrator's approval, and provided that the work does not overlap with the Town's regular business hours or otherwise interfere with the duties of the office.

13. Other Terms and Conditions of Employment

- A. The Board, in consultation with Employee, shall fix any terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town By-laws or any other law.

14. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. If any provision or portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- B. This Agreement may be amended at any time by mutual consent of the parties except as otherwise provided herein. No changes to express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.
- C. If the employee is at any time absent without leave from their duties for a period of seventy-two (72) hours or more, Employee may be deemed to have voluntarily resigned. Said determination to be made at the option of the Selectboard.
- D. This Agreement shall be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its corporate name by the Selectboard and WENDY BOGUSZ has set their hand and seal, as of the day and year first written above.

SELECTBOARD

Richard J. Kuklewicz

Matthew Lord

Marina Goldman

TOWN CLERK

Wendy Bogusz

Exhibit A- Employment Description TOWN CLERK

DEFINITION

Position is responsible, pursuant to Massachusetts General Law, for direction, supervision, administration, and operation of the Town Clerk's Office, including, but not limited to, the maintenance of official municipal records, vital statistics, town census, issuing licenses and permits, and other official documents, collecting payments, administering fair and impartial elections, and providing information to the general public and town departments.

ESSENTIAL FUNCTIONS

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

- Serves as the Custodian of official Town Reports and public documents, responsible for the recording and certification of all Town official actions including Town Meeting actions; general and zoning bylaws, personnel bylaws, rules and regulations of all town boards and committees; business certificates; professional registrations; conflict of interest disclosures; historical records.
- Develops and implements/organizes management practices regarding the management of public records, posting of Town Meeting notices, compliance with the State's Open meeting Law, and filing or storage of official town documents.
- Issues a variety of municipal licenses, permits, and certificates in accordance with State laws and local regulations; receives completed forms and processes; submits turnovers and necessary reports to the Town Treasurer and Accountant as required.
- Serves as the Public Records Officer or Registrar of Vital Statistics for the Town; oversees and participates in the creation, maintenance, recording, and issuance of certified copies of births, deaths, and marriages; submits reports to the state and other authorities as required. Responsible for the repair, binding, maintenance, and proper storage of all permanent records in the Town Clerk's custody in compliance with the State Public Records law.
- Oversees all local, state, and federal elections held and coordinates all polling locations of upcoming elections; prepares all election materials, supplies, and equipment for various election polling sites; supervises election workers and processes the payroll for precinct workers; prepares and reconciles records pertaining to election results with the Secretary of State's Office, newspapers, radio, etc.
- Serves as a member of the Board of Registrars including but not limited to certifying election nomination papers and absentee ballot requests in accordance with State law.
- Registers new residents and updates the Central Voter Registry files of the Secretary of State's database. Constantly updates changes in voter and/or resident records; prepares, maintains, and distributes school census; responsible for population statistics. Administers the annual town census and serves as the Town's designee regarding the completion of the federal census; responsible for the updating, printing and distribution of the Town census forms. Arranges for and maintains the Town's Annual Census; prints and distributes the Town's Annual Street List.
- Administers the oath of office for town officials. Keeps records of oaths and resignations; provides open meetings and conflict of interest regulations to all sworn employees. Serves as municipal liaison to the State Ethics Commission and the Open Meeting Law.
- Attends Town meetings to take and transcribe minutes of meetings; reviews and attests to warrants; prepares voting lists, records votes on all matters voted at town meeting; provides assistance to the Town Meeting moderator, as necessary.
- Prepares and administers the department's annual operating budget.
- Serves as a general information center for the public.
- Attends department head, required town meetings and subject specific board or committee meetings in-person or through remote meetings.
- Serves as the "Keeper of the Seal" and attests by signature, to Town bylaws, resolutions, contracts, easements, bonds, and other documents requiring Town certification.
- Receives and files all claims and actions against the Town.
- Performs other related job duties as required.

SUPERVISION RECEIVED

Under administrative direction and mandated by the Secretary of State, the employee works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The employee exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to resolve all conflicts that arise and coordinate with others as necessary.

SUPERVISION EXERCISED

The manager is accountable for the direction and success of programs accomplished through others. The manager is responsible for analyzing program objectives, determining the various departmental work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective, and recommending new goals. The manager typically formulates or recommends program goals and develops plans for achieving short and long-range objectives and determines organizational structure, operating guidelines, and work operations.

JUDGMENT AND COMPLEXITY

Guidelines only provide limited guidance for performing the work, which may be in the form of administrative or organizational policies, general principles, regulations, legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new, or adapt existing, methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the authority in interpreting the guidelines and in determining how they should be applied.

NATURE AND PURPOSE OF CONTACTS

Relationships are constant with co-workers, the public, and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view, or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance, or compliance. The employee may represent to the public a functional area of the organization on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

CONFIDENTIALITY

Employee has regular access at the departmental level to a wide variety of confidential information, including personnel records, medical records, lawsuits, and client records.

EDUCATION AND EXPERIENCE

Associate degree and 3 to 5 years of related experience; or any equivalent combination of education, training, certification, and experience.

Certified Municipal Clerk designation; able to be bonded; valid driver's license.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Knowledge of local, state, and federal statutes and regulations applicable to the duties and responsibilities relating of a municipal Town Clerk's office including the conduct of local, state, and federal elections and the maintenance of public records. Working knowledge of office administration, secretarial practices, financial record keeping and automated office systems. Working knowledge of

office software including word processing, spreadsheet applications, and social media, in support of department operations. Knowledge of Town government operations and Town Meeting protocols and procedures. Proficiency in using current office technology and software, including Microsoft Office Suite (or similar), as well as cloud, virtual meeting platforms and web-based applications.

Abilities: Ability to multi-task and manage conflict. Ability to communicate effectively both orally and in writing. Ability to maintain good public relations and to maintain effective collaborative working relationships with Town departments, department heads, fellow employees, officials, and the general public, and to respond in a courteous and professional manner. Ability to meet deadlines. Ability to work independently.

Skills: Effective communication skills, problem-solving skills, and customer-service skills.

WORK ENVIRONMENT

The work is performed in an office setting and off-site locations. Work may be performed beyond usual workday hours during peak periods.

PHYSICAL, MOTOR, AND VISUAL SKILLS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Skills

Minimal physical demands are required to perform most of the work. The work principally involves sitting, with intermittent periods of stooping, walking, and standing. May be required to lift objects such as files, boxes of papers/ballots, polling machines, office supplies, and office equipment weighing up to 30 pounds.

Motor Skills

Duties require motor skills for activities such as moving objects and using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

Visual Skills

Visual demands require routinely reading documents for general understanding and analytical purposes. Frequent computer use.



Office of the Selectboard
Town of Montague

1 Avenue A (413) 863-3200 Ext. 109
 Turners Falls, MA 01376 FAX: (413) 863-3231

June 2, 2025

MassDevelopment
 99 High Street
 Boston, MA 02110

Dear Members of the Brownfields Redevelopment Fund Grant Committee,

The Montague Selectboard respectfully requests support from the Brownfields Redevelopment Fund for the First Street Brownfield Cleanup project.

The First Street Brownfield Cleanup Project includes the removal of soil contaminants from a Town-owned parcel on First Street, which is slated to be developed into affordable housing units by Pioneer Valley Habitat for Humanity in accordance with a proposal that was submitted by the organization in 2023 in response to a Request for Proposals issued by the Town for disposition of the property. Cleaning up the soil in accordance with a Phase II Environmental Site Assessment by Weston & Sampson in 2024 is the sole obstacle to seeing this much-needed project successfully implemented.

The Selectboard appreciates the support from the Brownfields Redevelopment Fund as it has presented a novel opportunity for being able to implement this exciting and essential project for increasing the quantity of local affordable housing options.

Sincerely,

 Richard Kuklewicz

 Matthew Lord

 Marina Goldman

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



Office of the Selectboard
Town of Montague

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June 2, 2025

Massachusetts Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114

Dear Members of the Community Planning Grant Committee,

The Montague Selectboard respectfully requests support from the Community Planning Grant Program for updating its Housing Production Plan.

This proposal would fund a comprehensive update to the Town's Housing Production Plan, which was last updated in 2015. The most recent HPP expired in 2020, which was 5 years after its original effective date, and the Town is eager to once again have a current plan.

The Selectboard appreciates the support from the Community Planning Grant Program as it has presented a novel opportunity for keeping its essential planning documents current in order to best guide the Town's activities with regard to zoning, land use, and housing development.

Sincerely,

Richard Kuklewicz

Matthew Lord

Marina Goldman

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Office of the Selectboard **Town of Montague**

1 Avenue A (413) 863-3200 Ext. 109
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June 2, 2025

Executive Office of Economic Development
One Ashburton Place, Room 2101
Boston, MA 02108

Dear Members of the Rural Development Fund Grant Committee,

The Montague Selectboard respectfully requests support from the Rural and Small Town Development Fund for the Avenue A Traffic Signals Replacement Project.

The Avenue A Traffic Signal Replacements Project includes the installation of new sets of traffic lights, masts, and controls at two of the Town's busiest intersections. New traffic and pedestrian signals will enhance safety, accessibility, visual appeal, and walkability in downtown Turners Falls, which is consistent with the Town's Livability, COVID Rapid Recovery, and ADA Transition Plans.

The Selectboard appreciates the support from the Rural and Small Town Development Funds as it has presented a novel opportunity for modernizing the town's aging infrastructure.

Sincerely,

Richard Kuklewicz

Matthew Lord

Marina Goldman

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1 Avenue A (413) 863-3200 Ext. 109
Turners Falls, MA 01376 FAX: (413) 863-3231

June 2, 2025

MassDevelopment
99 High Street
Boston, MA 02110

Dear Members of the Underutilized Properties Grant Committee,

The Montague Selectboard is writing to express its support for the grant application being submitted by Jess Marsh and David Wissemann for the revitalization of a historic building at 149-151 Third Street in Turners Falls, within the Town of Montague.

The applicants have a well-deserved reputation as highly capable partners who bring thoughtful, community-centered projects to life in our community. Turners Falls, a former industrial village, is undergoing an exciting cultural and economic resurgence powered by local entrepreneurship, the creative economy, and growing tourism. This project will accelerate the positive momentum by converting nearly 5,000 square feet of underutilized space into accessible studio and retail areas for up to six small business units. The applicants' commitment to keeping rents affordable—by using grant funding for critical infrastructure improvements, ensures that these benefits remain within reach for emerging and established local entrepreneurs and creatives alike.

We believe this proposal is very much aligned with the goals of the Underutilized Properties Grant Program. It will revitalize a historic structure, create opportunities for small businesses and artists, and enhance the community fabric of a dynamic village center and cultural hub in rural Franklin County. This type of investment is extremely advantageous to our Town's economic development, and is a vital part of our long-term strategy for improving the long-term resilience of both the Town and broader region.

We urge you to give this application your highest consideration. The Commonwealth of Massachusetts, and particularly regions like Franklin County, thrive when community-driven revitalization efforts like this are supported—and when dedicated, proven partners like these are empowered to lead them.

Sincerely,

Richard Kuklewicz

Matthew Lord

Marina Goldman

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

AMENDMENT TO
LAND DEVELOPMENT AGREEMENT
AND GRANT OF RIGHT OF ENTRY

This Amendment to Land Development Agreement and Grant of Right of Entry (this "Amendment") is entered into as of this 30th day of April, 2025, by and between the **Town of Montague**, having an address of One Avenue A, Turners Falls, Massachusetts 01376 (the "Town") and **Power Street, LLC**, having an address of 34A East Main Street, Millers Falls, Massachusetts 01349 ("Developer").

WHEREAS, the Town conveyed certain property to Developer, known as 15 Power Street, Turners Falls (Montague), Massachusetts, by deed dated July 31, 2017, recorded with the Franklin Registry of Deeds in Book 7070, Page 101 (the "Property");

WHEREAS, said conveyance was conditioned upon Developer rehabilitating and developing the Property (the "Project") in accordance with a certain Land Development Agreement dated August 1, 2017, recorded with the Registry in Book 7070, Page 103 (the "Agreement");

WHEREAS, in accordance with the Agreement, the Developer was to complete the Project no later than June 30, 2019 (the "Completion Date");

WHEREAS, Developer did not complete the Project by the Completion Date, and is currently not in compliance with the Agreement;

WHEREAS, the Massachusetts Department of Transportation and the Town are, jointly, working on a project to replace two (2) bridges crossing the Connecticut River, which are currently on the Transportation Improvement Program (TIP) for 2028, which bridges provide improved access to the Property and there is the possibility a new sewer line will be installed across one of the bridges to the west side of the existing canal (the "Bridge Project"); and

WHEREAS, the Town is willing to give Developer an extension to complete the Project to two (2) years from completion of the Bridge Project (the "Bridge Project Completion Date"), in exchange for Developer granting the Town a right of entry, on terms and conditions as set forth in this Amendment.

NOW THEREFORE, the Developer, in consideration of the Town giving an extension of the date by which the Project must be completed, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, hereby covenants with the Town for itself, its successors and assigns, as follows:

1. Extension of Completion Date. Developer shall complete the Project within two (2) years from the Bridge Project Completion Date, but, in the event the Bridge Project is abandoned, Developer shall complete the Project no later than two (2) years from the date of such abandonment or, in the event of delay beyond December 31, 2032, Developer shall

complete the Project no later December 31, 2034. Developer shall, prior to commencing construction, have evidence of sufficient funding to complete the Project, and shall, with the exception of the Completion Date, otherwise comply with the Construction Schedule set forth in Section I, Subsections 2 and 3 of the Agreement.

2. Right of Entry. Developer grants to the Town a Right of Entry, which the Town may exercise if Developer fails to complete the Project in accordance with the Agreement, as modified by this Amendment. In the event of a default by Developer, the Town, its successors and assigns, shall provide sixty (60) days' written notice to Developer of its intent to exercise its Right of Entry. If, at the end of such notice period, Developer has not completed the Project, or cured the applicable defect, in the Town's absolute discretion, the Town may reenter the Property and retake all rights, title, interest and possession in and to the Property by executing and recording a certificate of entry with the Registry. Notwithstanding the provisions of anything herein to the contrary, upon recording said certificate of entry, title to the Property and any improvements thereon shall revert to and vest in the Town without any necessity for suit or without the necessity of a deed from Developer to the Town. Such Right of Entry shall be in addition to any other rights or remedies the Town may have for a breach or default under the Agreement. This Right of Entry shall run with the land, and the Property is subject thereto so that anyone who is a successor-in-title to Developer to all or any portion of or any interest in the Property shall, by acceptance of a deed, or other document of grant or conveyance, be bound by such agreement and covenants, all benefits, if any thereunder, shall inure to such successor(s)-in-title.

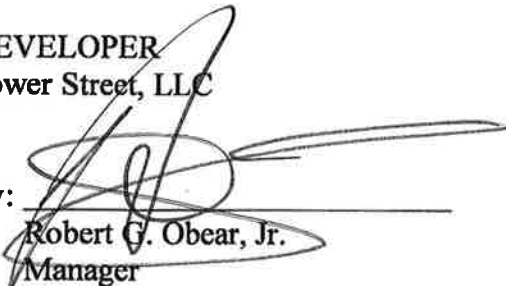
3. Easement. The Town will consider conveying a mutually agreed upon easement to Developer across other property the Town owns known as the "Railroad Salvage Property" to Developer's property, upon request from the Developer following substantial completion of the Bridge Project.

[Remainder of Page Intentionally Blank, Signature Page Follows]


WITNESS the above execution hereof under seal as of the day and year first above written.

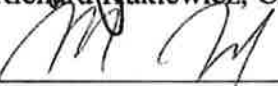
DEVELOPER
Power Street, LLC

By:


Robert G. Obear, Jr.
Manager

TOWN OF MONTAGUE,
By Its Selectboard


Richard Kuklewicz, Chair

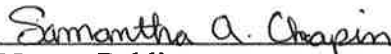

Matthew Lord, Vice Chair


Christopher M. Boutwell, Sr., Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 30 day of April, 2025, before me, the undersigned Notary Public, personally appeared Robert G. Obear, Jr., Manager of Power Street, LLC, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Power Street, LLC.


Samantha A. Chapin

Notary Public

My Commission Expires: May 31, 2030



SAMANTHA A. CHAPIN

Notary Public

Commonwealth of Massachusetts

My Commission Expires

May 31, 2030

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 30 day of April, 2025, before me, the undersigned Notary Public, personally appeared Richard Kuklewicz, Matthew Lord, Christopher Bartwell, member of the Montague Selectboard, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/they signed it voluntarily for its stated purpose on behalf of the Town of Montague.

Wendy M. Bogusz
Notary Public
My Commission Expires: November 6, 2026

973893/MTGU/0088



WENDY M. BOGUSZ
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 6, 2026

SUBORDINATION OF MORTGAGE

iPlanGroup Agent for Custodian FBO Kevin Parsons IRA (the "Mortgagee"), having an address of 28011 Clemens Road, Suite B, Westlake, OH 44145, the holder of a Mortgage and Security Agreement granted by **Power Street, LLC** (the "Owner"), on property located at **15 Power Street, Turners Falls (Montague), Massachusetts**, and described in a deed recorded with the Franklin Registry of Deeds in Book 7070, Page 101 (the "Property"), which Mortgage is recorded with said Registry in **Book 8252, Page 326** (the "Mortgage"), for consideration of \$1.00 paid, the receipt and sufficiency of which is hereby acknowledged, subordinates said Mortgage to the Amendment to Land Development Agreement and Grant of Right of Entry (the "Amendment") granted by the Owner on the Property to the **Town of Montague** and recorded with said Deeds in Book _____, Page _____ or recorded herewith, as if said Amendment had been recorded prior to said Mortgage.

Executed under seal this 21st day of May, 2025.

iPlanGroup Agent for Custodian
FBO Kevin Parsons IRA

By: _____
Name: _____
Title: _____

Kevin Parsons

COMMONWEALTH / STATE OF _____

_____, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named _____, of iPlanGroup Agent for Custodian FBO Kevin Parsons IRA, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of iPlanGroup Agent for Custodian FBO Kevin Parsons IRA.

Samantha A. Chapin
Notary Public
My Commission Expires:

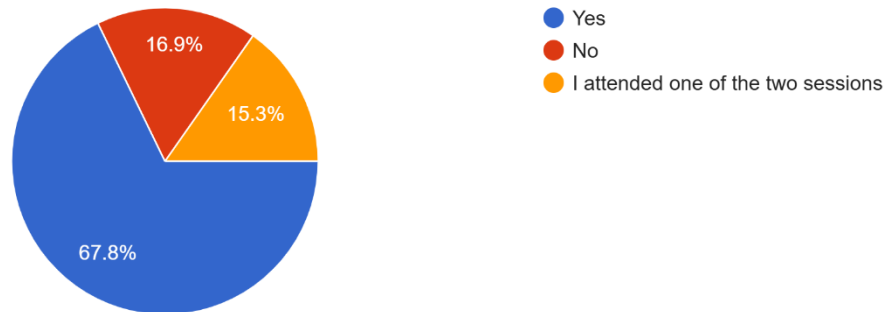


SAMANTHA A. CHAPIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 31, 2030

As of May 27, 2025

Did you attend the May Annual Town Meeting?

59 responses



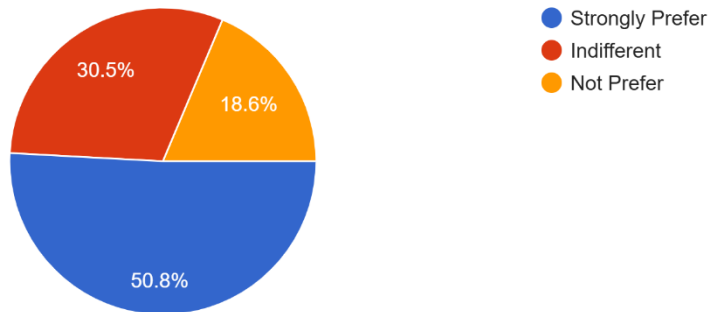
If you missed one or both sessions, why?

- Work
- meeting running too late
- Out of state due to work
- Out of town
- Other commitments
- For the second I had a prior engagement
- Work ran late
- I coach lacrosse and had games scheduled both nights that could not be moved.
- sick with a cold
- My child currently has swim lessons Wednesday nights and I wasn't comfortable cancelling both. This may change by next year.
- Gravely ill friend
- I was recovering from pneumonia
- Out sick due to Covid.
- Don't drive at night and have to get up very early.
- I was on vacation
- Medical appointment in Boston for May 14
- 2nd I had a funeral

As of May 27, 2025

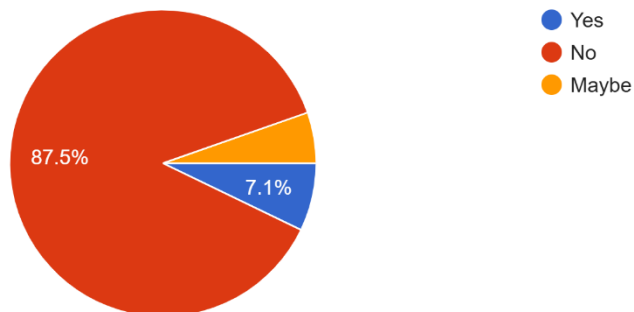
How do you feel about SATURDAY Annual Town Meetings (First Saturday in May at 9:00 AM)?

59 responses



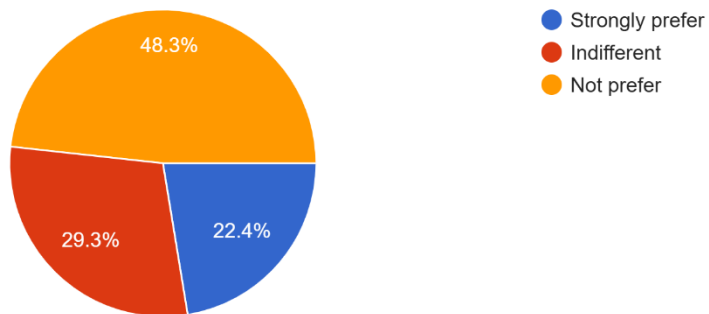
Would you take advantage of childcare during the meeting (if offered)?

56 responses



How do you feel about WEEK NIGHT Annual Town Meetings (First Wednesday in May at 6:30 PM, typically two sessions)?

58 responses



As of May 27, 2025

Please provide any written comments or feedback about Saturday vs. Weeknight meetings

-Saturday is an inconvenience

-Saturday annual town meeting allows members to get to know one another and creates a much more relaxed venue for considering articles. One all Too much pressure to bundle articles together and call the question in order to save town in evening meetings. Also changing the annual requires changing a bylaw and requires a vote by town meeting and the debate which leads up to that vote. . Not clear the role of this poll.

-Prefer to start earlier (5:30) if during the week. -Working Parent

-I'm concerned about quorum for any meeting given how few people were on my precinct's ballot.

-Late night after a day of work with a full agenda, it's difficult. I also enjoyed the pre town meeting with a more personal connection rather than more business and another listening session.

-I prefer the weeknights more over a weekend day. However with that being said, I would prefer either the meeting started earlier and ending by 830pm the latest or breaking it up in three two hour installments throughout a weeks time. Like a MWF or even a MTW.

-Either way, obviously I will attend any meeting time scheduled. Thank you.

-Rather one day meeting on Saturday. Don't like night meetings, to tired after a day of work. Plus don't like giving up two nights

-Saturday is 1000 percent better. People walk in more rested than they do on an evening in the middle of a work week.

-The pre-town meeting socializing on a Saturday helps build trust and cooperation; the lunch break has a similar effect, plus people really enjoy being fed when they are working. Also, on a Saturday, both the moderator and the Meeting members are more at ease with the time that some of the discussions take.

-On a Saturday, some people might *wish* they were doing something else, but people do not *behave* like they are cranky and wringing their hands about the meeting going "too late". They don't refrain from commenting on an Article because they are afraid to lengthen the meeting, and for that reason alone I find a Saturday to be more democratic.

-Also, on the other side of the coin, on a Saturday no one in the room is deliberately rebelling against an evening meeting by adding more comments than they would otherwise make.

-Perhaps there are two main issues: 1) how to ensure a quorum, and 2) how to help those present be present (as opposed to tired or annoyed or distracted). Before experiencing the two-weeknight Town Meeting this year, I wasn't a fan of the switch from one long Saturday, but it seems like the switch to two weeknights was successful, because it seems like the two main issues I mentioned were better accomplished with a pause for everybody between the meetings, and with different people showing up each night (maybe to comment/vote on the issues that mattered to them most?) and yet us having less trouble getting a quorum.

As of May 27, 2025

-If the survey questions were, "Are you indifferent? Do you prefer one method? Do you strongly prefer one method?" then I think I would have said that I prefer (not strongly) two weeknights (even though that means I miss a personal weekly Wednesday commitment) because I don't have a strong conviction, and I'm sure there are issues beyond the two that I've numbered. Thanks for thinking about the topic carefully and for helping us have a good local representative participatory Town Meeting.

-Prefer 1 session instead of 2

-I am committed to attend no matter when the meeting is scheduled. FFS it is only once a year!!

-I think I like week night better to save my Saturdays but the meeting is important so I would not mind either way. The fill in was a very likable and competent moderator.

-Too tired at night, more community feeling on Saturday especially having lunch together, also feeling that more gets done on Saturday. Less of a time commitment on Saturday.

-The second night is an inevitability for a weeknight-evening annual meeting, not an "if needed" possibility, unless there were a severe curtailment of speaking privileges for town meeting members, which (rightly) would never fly. People were getting punchy and tired by 9:30pm the first night; and then attendance was poor on the second night. I know a quorum arrived on the second night and checked in, but with a tallied vote of 44-19 taken on the third article that evening -- less than a quorum -- it was only by collective breath-holding that quorum wasn't challenged and discovered to be no longer met. I'd be happy to participate in a working group exploring how to make Saturday annual meeting work better, if one forms. I wouldn't take advantage of childcare if offered because I don't have kids; but I fully support there being childcare offered, if it would make meeting more inclusive and accessible for some members or would-be members.

-No real preference. Kinda like Saturday to get it done with all at once. Kinda liked breaking it up. My response is completely unhelpful in determining one vs the other.

-I polled several other Representative Town Meeting Moderators (16) who hold their annual meetings on week nights. Only three responded that they were able to finish their entire meeting in one evening. The average was 4.2 nights to complete the warrant (The highest was 12 nights, but that was partly due to covid and the use of hybrid meetings. I also feel the Selectboard should have had a brief discussion at the conclusion of the second night so they could hear directly from the meeting members instead of relying on a survey.

-Enjoyed the weeknight

-1. There is a "warm-up" period at the start of any TM, and having mid-week meetings doubles the effort. 2. It is highly unlikely that an ATM, with warrants as long as Montague's customarily is, will ever be addressed in one evening. This requires twice the childcare and twice the scheduling for TM members. This reduces the likelihood of a greater age-range of members -- the OPPOSITE of what our goal should be. 3. An agreed end-time on the first night may limit contributions from members with childcare or work-next-day issues. This could possibly affect both nights. 4. The arranging of articles on a one-night warrant tends to decrease attention of later articles. This

As of May 27, 2025

could jeopardize attendance at the second-night meeting. 5. The wear-out factor, evident near the end of Saturday meetings, will be twice as likely for mid-week meetings, and intensified by being at the end of a day. I am aware that at least one member with early days did not attend the second night, saying "I can't do another 9:30 night!" 6. Those who are expected to speak -- town staff, boards, Selectboard & Finance Committee, counsel, etc. -- must prepare twice for mid-week meetings, which may be a plus (more focused time) or a minus (doubled effort).

-Comments ok but should not allow speeches

-Even though I was exhausted the next day after both night meetings, it was easier for me to attend two night meetings during the week than one long Saturday. I appreciate that there was a week in between the two sessions. I also appreciate the pre-town meeting on April 29, even though I was not able to attend this year. I heard it was very useful.

-Prefer Saturday if possible

-Saturdays- offer SO much more to folks present: a break for lunch, socialization, fresh air, brain drain recoup, etc..

-Saturday mornings work a little better. I can be flexible but whether I can do two Wednesday nights in a row will depend on my family situation.

-If we have a Saturday meeting, it seems like it might be useful at the beginning, to report to the meeting members how many we are compared to how many it would take to make a quorum (to give us all a sense for how thin a margin we have). Then, ask folks to stay for the second half so we can maintain a quorum. OR to let someone know (preferably before the day of the meeting) if they know they will need to leave before the end of the session.

-Town meeting on a Saturday provides an opportunity to meet other Town meeting members, and also those that govern the town who sit on the dias. It provides an opportunity to talk to those adults before the meeting, and during lunch, and makes it more of a community activity. I felt that the two evening meetings were rushed without paying enough attention to those who questioned some of the articles. I would also like to see some sort of PowerPoint presentation from each of the groups that are asking for large sums of money. I was especially disappointed by the lack of real information from the superintendent of schools.

-Too late at night, and my brain needs to sleep. Saturday makes for a long day, but can be planned. Weeknight and long into the night feels like too much.

-2nd Wednesdays are difficult as have long standing commitment on those days.

-I like the Wednesday evening for annual town meeting. Saturday is a good day just a little later.

-I don't want our discussions to be restricted because the group is tired and it's late. There is no way to get our job done in one night. I don't see an advantage and see many disadvantages. I think its better to restructure the Saturday meeting a bit; maybe shorten the lunch break.

-Though I was in favor of this experiment, I think the loss of quorum at the second meeting is a strong indicator that a split meeting is an issue. I also heard from attendees that they felt rushed

As of May 27, 2025

by a lack of time, preventing discussion. Regardless of the poll's results, I think that town meeting itself should actually have a chance to discuss this, rather than the town making unilateral (and possibly illegal) decisions regarding how town meeting occurs – a poll isn't enough. The purpose of town meeting is to discuss our governance, so failing to discuss this process at town meeting is a systemic failure of town government.

-I feel eliminated from participating by it being at night. I think people are tired and also have to get up early and thus are less attentive.

-This is a tough one because Saturday meetings are a way to connect to town residents during the pre-meeting and during lunch. Nice benefit. However, the fact that we got a quorum on both nights indicates that evenings can work!

-The loss of time to talk with people and meet residents is of great concern. We can't be a resilient community if we are not a community. When there are so few chances for residents too get to know each other, it would be a real loss to pass up one where everyone is working together.

-I prefer meetings in the morning, when one is fresh, rather than trying to get into a meeting mode at the end of a day, where one might be tired or over exerted from a day at work, etc.

-Saturday meetings allow us to talk prior to meeting, coffee “meet and greet” conversation as well as the time of day is more relaxed and people are more alert rather than tired at the end of the day.

-We need to find a way to shorten opinions or comments on a topic. Maybe time suggestions like 2 minutes for a comment. Nothing is more frustrating than 30 min of discussion. Just to have everyone vote yes

-Every Petty Potentate, Chairman, Motormouth, Executive Assistant, thinks that their demand for people's time is the only thing that matters and that they all imagine that a Saturday in May or June is all theirs to waste, all at the same time.

-Multiple weeknights are better, and less precious

-The Moderator needs to have runners with microphones equipped with TASER devices. that she can activate from the chair to move things along. I think multiple weeknights are better in terms of QUORA , also.

-It didn't seem to make a difference moving to weeknight, the meeting never starts on time. I make an effort to be there and have to wait around for folks to stroll in.

-Saturday meetings are a community event. Weeknight meetings are a chore. In my opinion.