

**JOINT SELECTBOARD, BOARD OF HEALTH and PARKS & RECREATION COMM.  
MEETING NOTICE**

**Due to COVID-19 Public Participation will be by:**

**Join Zoom Meeting:** <https://zoom.us/j/98437056753>

**Meeting ID:** 984 3705 6753    **Password:** 081391

**Dial into meeting:** +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592

**Monday, March 15, 2021**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30 PM    Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30        Board of Health Chair opens the meeting, roll call taken
3. 6:31        Approve Minutes:
  - Joint Selectboard, Board of Health and Finance Committee Meeting: March 8, 2021
4. 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
5. 6:35        Chris Williams, Police Chief
  - Presentation of new Police patch designed by Lydia Miller-Barrett, FCTS Student
6. 6:45        COVID-19 Updates and Action Items
  - Update on Montague COVID case counts
  - Update on Vaccine Eligibility & County Clinics
  - Review of Updated State Guidance or Orders
7. 7:00        Request License for Extended Use of Public Property for Outdoor Retail and Dining
  - Riff's North/Riff's Inc., 166 Avenue A, Turners Falls
  - The Rendezvous, 78 Third Street, Turners Falls
8. 7:15        Cassandra Holden, Laudible Productions
  - Entertainment Permit, Barbes in the Woods Festival, 27 Center Street, Montague August 21, 2021, 3:00 PM to 11:00 PM
9. 7:30        Parks and Recreation Commission opens the meeting, roll call taken
10. 7:30        Jon Dobosz, Parks & Recreation Director
  - Use of Public Property, Soap Box Races, 9/19/21 (raindate: 9/26/21) 7:00 AM to 6:00 PM
11. 7:45        Chelsey Little, WPCF Superintendent
  - Use of Public Property, April 22, 2021, Earth Day drive through event, 34 Greenfield Road, 3:00 PM to 5:00 PM
  - Execute USDA Assurance Agreement

**JOINT SELECTBOARD and BOARD OF HEALTH  
MEETING NOTICE  
Monday, March 15, 2021  
Page 2**

12. 7:55 Bryan Camden, Airport Manager  
Execute MassDOT Aeronautics Division Grants as follows:
- ASMP- 2021-0B5-33, Purchase Emergency Backup Generator for Electrical Vault Building, \$15,185.58
  - ASMP- 2021-0B5-34, Purchase Excavator with Vegetation Management Attachments, \$171,000.00
  - ASMP- 2021-0B5-35, Purchase Weather Reporting System, \$10,095.00
  - ASMP- 2021-0B5-36, Completion of Solar Canopy, \$31,813.65
13. 8:10 Personnel Board
- Appoint Matthew Jordan, Airport Grounds Maintenance/Pioneer, FCTS Student Intern, \$13.50/hr, 12 – 19 hrs/wk, effective 3/15/21
  - Discuss request to change Assistant Town Clerk Job Description and Grade
14. 8:30 Planning for Annual Town Meeting
15. 8:45 Consider request to sign an Affidavit of Easement Conditions with the Crocker Cutlery Inc. relative to an easement the Town granted to Crocker Cutlery Limited Partnership in a Grant of Easement dated January 10, 2001 and recorded with the Franklin County Registry of Deeds
16. 8:55 Town Administrator's Report
- Planning for Annual Town Meeting
  - Consider Key Topics for meeting with Legislative Delegation
  - Cannabis Impact Fee Discussion
  - Topics not anticipated in 48 hour posting

**Upcoming Meetings:**

Selectboard Meeting, **MONDAY, March 22, 2021, 6:30 PM** via Zoom



7A

### LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING COVID-19 EMERGENCY MEASURES

Name of Business: Riff's North / Riff's Inc

Address: 166 Avenue A Turners Falls, MA

Owner Name: Richard Lyman

Owner Phone: 413-575-1835

Owner Email: partyplanners@myerscatering.com

Manager Name: Michael McCarthy

Manager Phone: 413-522-8284

Manager Email: Macsmccarthy@Comcast.net

**Intended Use**

- Dining: Outdoor food services without alcohol
- Dining: Outdoor food services with alcohol (Actual component must be approved by state ABCC)
- Retail: Sale of material goods or services

Is a temporary tent or similar structure proposed?

- Yes
- No

Does the plan require the use of a public parking space(s)?

- Yes, plans require use of \_\_\_ spaces
- No

Does the plan maintain a minimum of 3ft width ADA clearance on public sidewalks?

If No, please contact the Planning Department to develop a plan to ensure ADA compliance.

- Yes
- No

Requested term of license period: Start Date: April 1, 21 End Date: Nov 30, 21

Latest expected/available end date is November 30, 2021.

**Expected days of week and hours of outdoor operation (no outdoor operations after 10pm):**

Monday - Sunday 11AM - 10p.m

**Daily maintenance and cleaning plan:**

All Tables + Chairs will be Sanitized after Each use and at End of Night. Area will be Swept + Cleaned daily of any debris.

**Plan for securing fixtures during evening and closed hours:**

All fixtures will be Secured on our Patio Every Night.

**Required Attachments:**

- **Area Plan:** Provide a neatly drawn schematic depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for pick-up of takeout food or retail products shall also be shown. Table sets (tables including their chairs) shall be separated by at least six feet when patrons are seated. Take-out food pickup shall be a minimum of six feet from patron seating.
- **Insurance:** The Applicant shall provide a Certificate of Insurance meeting the requirements set forth in the Rules and Regulations for Outdoor Retail and Dining.
- **Permits and Approvals:** If the Applicant intends to erect any tents or structures, the applicant shall consult with the Building Department and comply with permit requirements, if any, before they are erected.
- **Tax Certificate:** The Applicant shall receive certification from the Tax Collector demonstrating that neither the Applicant nor the owner of the indoor premises (if different) has any past due taxes, fees, or assessments owed to the Town of Montague. No License shall be issue unless the applicant and property owner are current on all taxes, fees, and assessments.
- **Acknowledgments of Rules and Regulations:** The Applicant shall acknowledge receipt of the Rules and Regulations for Outdoor Retail and Dining and its intent to be bound by and comply with all such Rules and Regulations.

I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM DULY AUTHORIZED TO ENTER INTO BINDING AGREEMENTS IN BEHALF OF THE APPLICANT.

Owner Signature: *Richard S. Lynn Jr.* (If different from Business owner)  
 Landlord signature: \_\_\_\_\_  
 Name (printed): Richard S Lynn Jr Name (printed): \_\_\_\_\_  
 Date: 3-4-21 Date: \_\_\_\_\_

**APPROVAL BY SELECTBOARD or Designee:**

\_\_\_\_\_  
 Selectboard Chair or Designee Date

**ADDITIONAL APPROVALS AS NECESSARY**

- Town Administrator/ ADA Officer \_\_\_\_\_
- Health Director \_\_\_\_\_
- Police Chief \_\_\_\_\_
- Fire Chief \_\_\_\_\_
- Building Inspector \_\_\_\_\_
- Town Planner \_\_\_\_\_

Town Use Only

*Town Internal Routing, with approval received as necessary:*

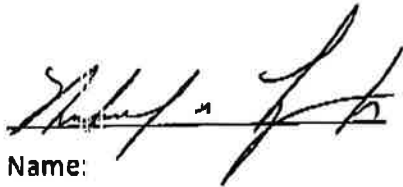
- Selectboard's Office*
- Town Administrator/ ADA Officer*
- Health Director*
- Police Chief*
- Fire Chief*
- Building Inspector*
- Town Planner*

**RULES AND REGULATIONS**

however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

- 31. All other regulations and permit conditions, including hours of operation, for the indoor business premises shall remain in effect and shall apply to the outdoor premises.
- 32. The Selectboard reserves the right to impose additional requirements on a case-by-case basis as may be necessary to protect public health, safety and welfare.

I, Richard Lyman hereby acknowledge that I have received and that I have read the foregoing Rules and Regulations for Temporary Use of Property for Outdoor Retail and Dining, and that I will comply with all requirements thereof.

  
 Name: \_\_\_\_\_

3-4-21  
 Date: \_\_\_\_\_







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/20

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

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

<b>PRODUCER</b> Bresnahan Insurance Agency Inc 100 Whiting Farms Road Holyoke, MA 01040	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Lynn-Ann Dawson</td> </tr> <tr> <td>PHONE (A/C No. Excl): 413-536-0536</td> <td>FAX (A/C. No): 413-534-4291</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: ladawson@bresnahaninsurance.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Twin City Fire Ins. Co.</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Lynn-Ann Dawson		PHONE (A/C No. Excl): 413-536-0536	FAX (A/C. No): 413-534-4291	E-MAIL ADDRESS: ladawson@bresnahaninsurance.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Twin City Fire Ins. Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08 SBA AE0908	12/30/20	12/30/21	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE	\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
A	Liquor Liability			08 SBA AE0908	12/30/20	12/30/21	Ea Common Cause	1,000,000
							Aggregate	2,000,000

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

Restaurant located: 166 Avenue A, Turners Falls, MA 01376

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

LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR  
OUTDOOR RETAIL AND DINING  
COVID-19 EMERGENCY MEASURES

Name of Business: The Rendezvous  
Address: 78 Third St. Turners Falls  
Owner Name: Mark Wisniewski  
Owner Phone: 413 588 6307  
Owner Email: mpwisniewski@gmail.com  
Manager Name: SAME  
Manager Phone: \_\_\_\_\_  
Manager Email: \_\_\_\_\_

Intended Use

- Dining: Outdoor food services without alcohol
- Dining: Outdoor food services with alcohol (Actual component must be approved by state ABCC)
- Retail: Sale of material goods or services

Is a temporary tent or similar structure proposed?

- Yes
- No

Does the plan require the use of a public parking space(s)?

- Yes, plans require use of 8 spaces
- No

Does the plan maintain a minimum of 3ft width ADA clearance on public sidewalks?

*If No, please contact the Planning Department to develop a plan to ensure ADA compliance.*

- Yes
- No

Requested term of license period: Start Date: April 1, 2021 End Date: Nov 30, 2021

*Latest expected/available end date is November 30, 2021.*

**Expected days of week and hours of outdoor operation (no outdoor operations after 10pm):**

Monday through Sunday 10:30 am - 10 pm

**Daily maintenance and cleaning plan:**

A roped area will be cleaned and maintained on a daily basis as an extension of the restaurant

**Plan for securing fixtures during evening and closed hours:**

Secured in place.

**Required Attachments:**

- **Area Plan:** Provide a neatly drawn schematic depicting the precise area of the proposed outdoor dining or retail area, the arrangement of outdoor furniture, perimeter fencing, café umbrellas, outdoor heaters, and any other equipment. Areas designated for pick-up of takeout food or retail products shall also be shown. Table sets (tables including their chairs) shall be separated by at least six feet when patrons are seated. Take-out food pickup shall be a minimum of six feet from patron seating.
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I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM DULY AUTHORIZED TO ENTER INTO BINDING AGREEMENTS IN BEHALF OF THE APPLICANT.

Owner Signature: Mark P. Wisniewski Landlord signature: \_\_\_\_\_  
*(If different from Business owner)*

Name (printed): MARK P. WISNIEWSKI Name (printed): \_\_\_\_\_

Date: March 10, 2021 Date: \_\_\_\_\_

**APPROVAL BY SELECTBOARD or Designee:**

\_\_\_\_\_  
Selectboard Chair or Designee

\_\_\_\_\_  
Date

**ADDITIONAL APPROVALS AS NECESSARY**

- Town Administrator/ ADA Officer \_\_\_\_\_
- Health Director \_\_\_\_\_
- Police Chief \_\_\_\_\_
- Fire Chief \_\_\_\_\_
- Building Inspector \_\_\_\_\_
- Town Planner \_\_\_\_\_

Town Use Only

*Town Internal Routing, with approval received as necessary:*

- Selectboard's Office*
- Town Administrator/ ADA Officer*
- Health Director*
- Police Chief*
- Fire Chief*
- Building Inspector*
- Town Planner*

## RULES AND REGULATIONS

however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

31. All other regulations and permit conditions, including hours of operation, for the indoor business premises shall remain in effect and shall apply to the outdoor premises.
32. The Selectboard reserves the right to impose additional requirements on a case-by-case basis as may be necessary to protect public health, safety and welfare.

I, MARC WISNIEWSKI hereby acknowledge that I have received and that I have read the foregoing Rules and Regulations for Temporary Use of Property for Outdoor Retail and Dining, and that I will comply with all requirements thereof.



Name:

MARCH 10, 2021

Date:

Scale  
= 2ft

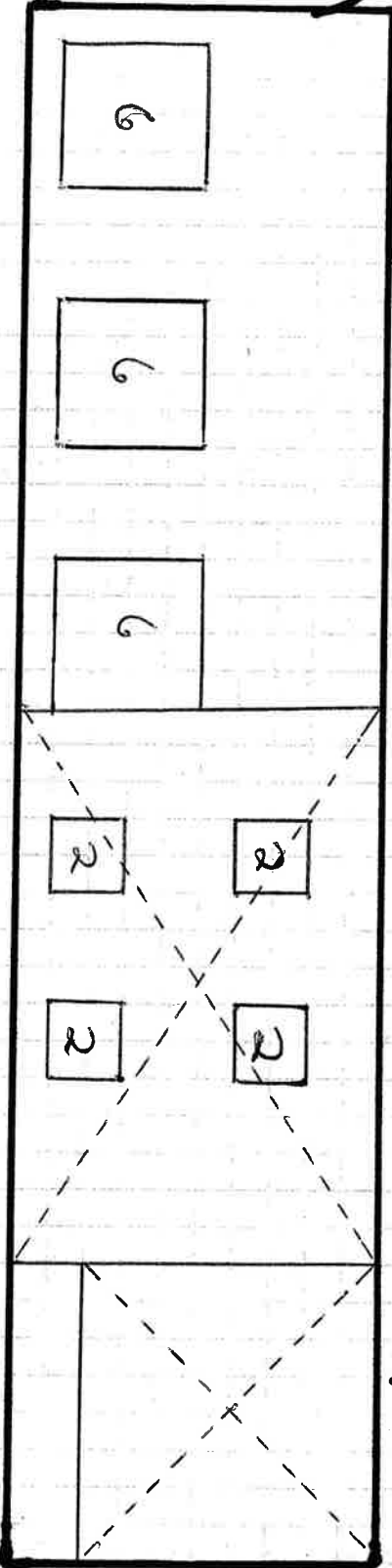
Temporary Fencing

20x30 Tent

or

Either a 20x40 tent

+ Pop Up



Rendezvous

NOT TO SCALE

DUMPSTER

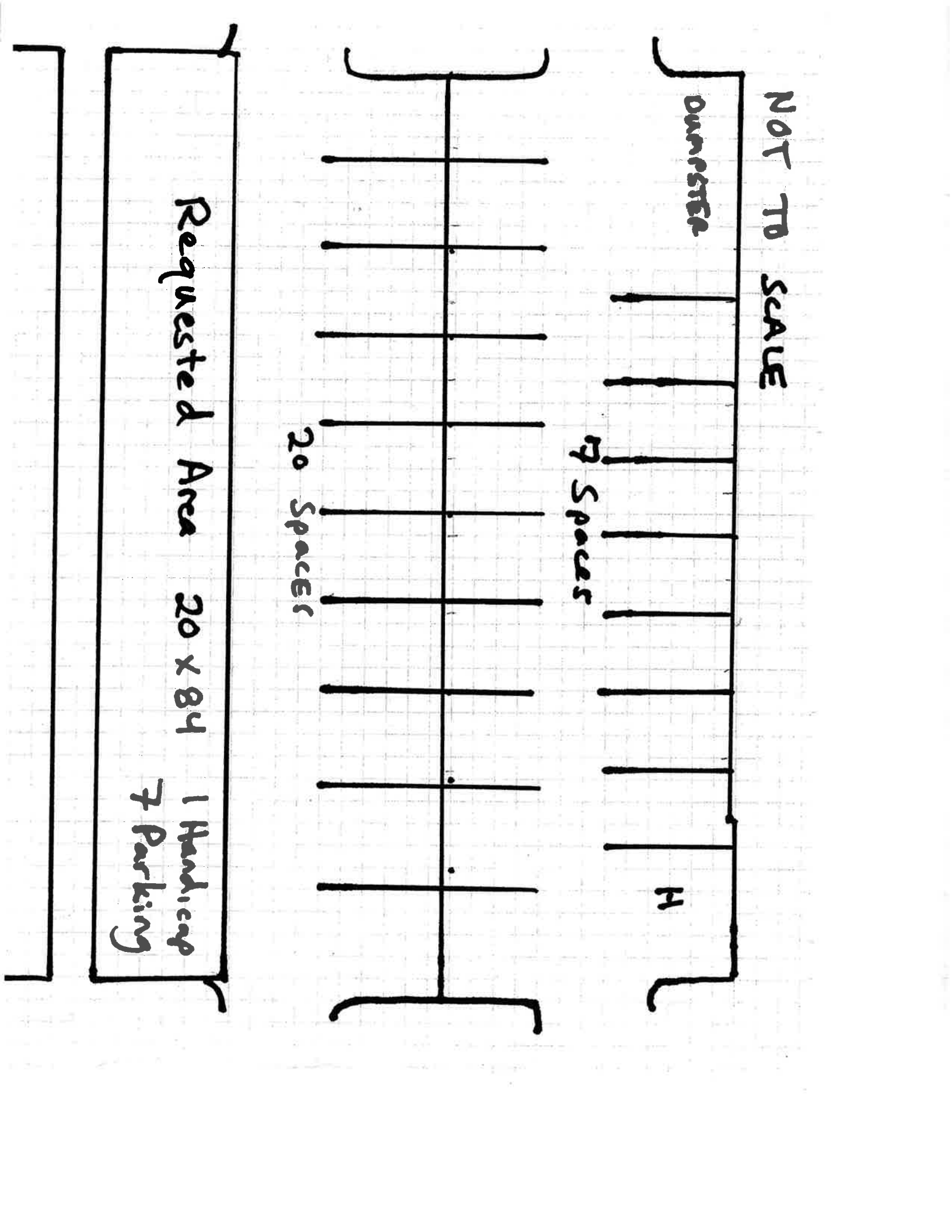
7 Spaces

H

20 Spaces

Requested Area 20 x 84

1 Handicap  
7 Parking







TOWN OF MONTAGUE  
APPLICATION FOR AN ENTERTAINMENT LICENSE  
SPECIAL AND REGULAR

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)  
CHAPTER 140, SECTION 181

Date of Application: February 22, 2021 Date Approved: \_\_\_\_\_ Fee: PAID in 2020

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2021 during the following hours:

@ 27 Center Street Montague

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from: 3:00	to: 11:00 pm
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: August 21, 2021 x { yes { no

This is an annual renewal? { yes x { no

1. NAME OF APPLICANT: Cassandra Holden TELEPHONE: 413.559.7752

2. D/B/A: Laudable Productions

3. PREMISES: 408 North Farms Road, Florence, MA. 01062 BUSINESS PHONE: 413.559.7752

4. The specific categories of licensed entertainment sought to be approved are:  
 Radio  Jukebox  Video Jukebox  Pinball Machines  
 Wide Screen TV  Television/Cable  Pool Tables

Automatic Amusement Devices: Video Games, Number of : \_\_\_\_\_ Type: \_\_\_\_\_ Video or \_\_\_\_\_ Keno

<input checked="" type="checkbox"/> Dancing by patrons	size of floor _____
<input checked="" type="checkbox"/> Instrumental Music	number of instruments & amplifiers: festival stage, audio, and lights
<input checked="" type="checkbox"/> Live Vocalists	number of persons/type of show: 1500 - pending Health Dept. approval.
<input checked="" type="checkbox"/> Exhibition	type: outdoor festival style concert
<input type="checkbox"/> Trade Show	type: immersive theatre
<input type="checkbox"/> Athletic Event	type: pop-up art installation
<input type="checkbox"/> Play	type _____
<input type="checkbox"/> Readings of Poetry or other	
<input type="checkbox"/> New Years Eve "after midnight entertainment"	_____

Indoors: Size of area to be used: \_\_\_\_\_ Allowed: \_\_\_\_\_ Number of People: \_\_\_\_\_ Allowed: \_\_\_\_\_

Outdoors: Size of area to be used: 12 acres Available Parking: detailed parking plan to be developed

Cassandra Holden  
Applicant Signature

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

\_\_\_\_\_  
Board of Health Date

\_\_\_\_\_  
Fire Department, Chief Date

\_\_\_\_\_  
Police Department, Chief Date

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

\_\_\_\_\_  
Inspector of Buildings Date

**TOWN OF MONTAGUE  
APPLICATION FOR AN ENTERTAINMENT LICENSE  
SPECIAL AND REGULAR**

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)  
CHAPTER 140, SECTION 181

Date of Application: February 22, 2021 Date Approved: \_\_\_\_\_ Fee: PAID in 2020

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Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from:	to:
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: August 21, 2021      x { yes      { no


This is an annual renewal?      { yes      x { no

- NAME OF APPLICANT: Cassandra Holden      TELEPHONE: 413.559.7752
- D/B/A: Laudable Productions
- PREMISES: 408 North Farms Road, Florence, MA. 01062      BUSINESS PHONE: 413.559.7752
- The specific categories of licensed entertainment sought to be approved are:  
 Radio       Jukebox       Video Jukebox       Pinball Machines  
 Wide Screen TV       Television/Cable       Pool Tables

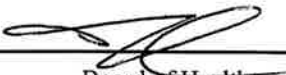
Automatic Amusement Devices: Video Games, Number of : \_\_\_\_\_ Type:  Video or  Keno

- |                                                                       |                                                                       |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Dancing by patrons                | size of floor _____                                                   |
| <input type="checkbox"/> Instrumental Music                           | number of instruments & amplifiers: festival stage, audio, and lights |
| <input checked="" type="checkbox"/> Live Vocalists                    | number of persons/type of show: 1500 - pending Health Dept. approval. |
| <input checked="" type="checkbox"/> Exhibition                        | type: outdoor festival style concert                                  |
| <input type="checkbox"/> Trade Show                                   | type: immersive theatre                                               |
| <input type="checkbox"/> Athletic Event                               | type: pop-up art installation                                         |
| <input type="checkbox"/> Play                                         | type _____                                                            |
| <input type="checkbox"/> Readings of Poetry or other                  |                                                                       |
| <input type="checkbox"/> New Years Eve "after midnight entertainment" | _____                                                                 |

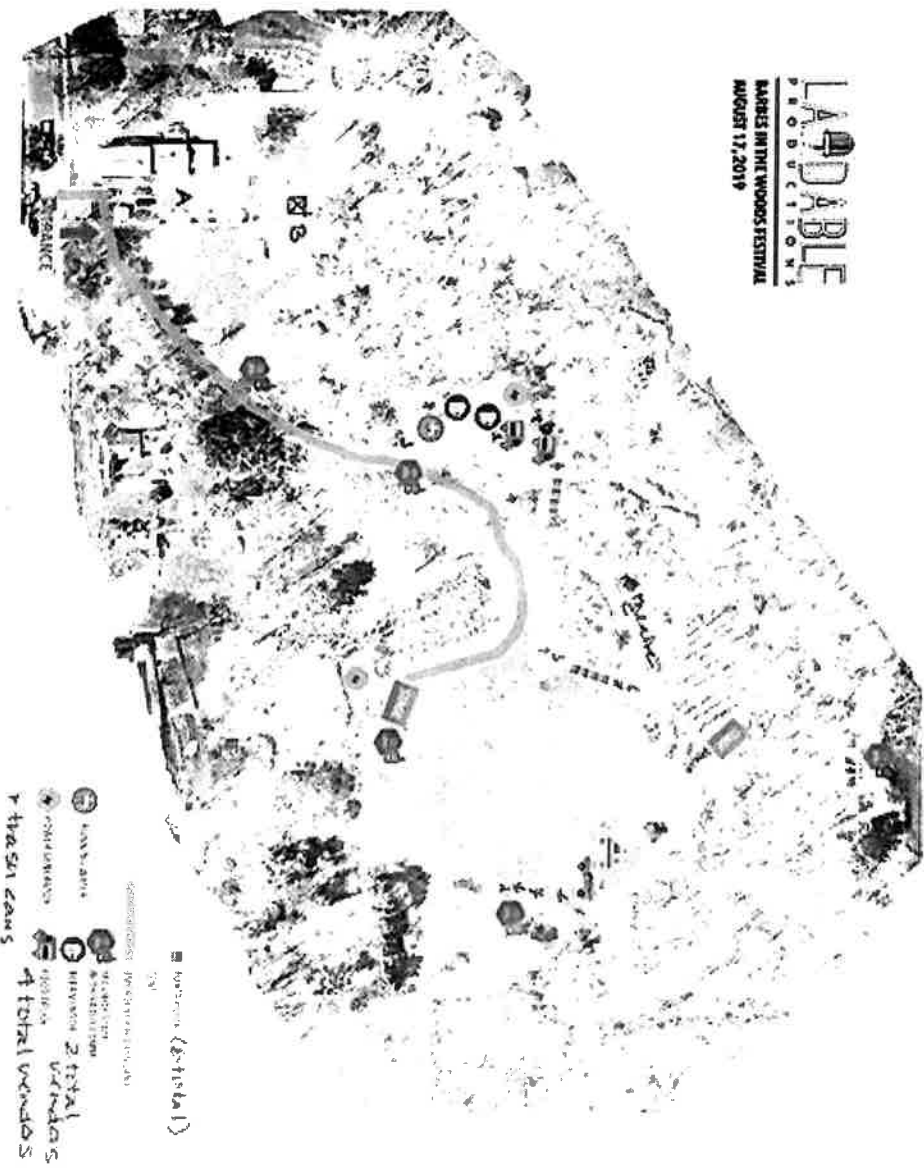
Indoors: Size of area to be used: \_\_\_\_\_ Allowed: \_\_\_\_\_ Number of People: \_\_\_\_\_ Allowed: \_\_\_\_\_  
 Outdoors: Size of area to be used: 12 acres      Available Parking: detailed parking plan to be developed

  
 \_\_\_\_\_  
 Applicant Signature

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

<p> <u>2/24/2021</u>                  _____                  Board of Health      Date</p>	<p>_____                  Fire Department, Chief      Date</p>
<p>_____                  Police Department, Chief      Date</p>	<p>_____                  Board of Selectmen, Chairman      Date</p>
<p>_____                  Inspector of Buildings      Date</p>	

**LADYBIRD**  
 PRODUCTIONS  
 MARKS IN THE WOODS FESTIVAL  
 AUGUST 12, 2019



On Feb 23, 2021, at 3:48 PM, WendyB-Montague Board of Selectmen <[selectscty@montague-ma.gov](mailto:selectscty@montague-ma.gov)> wrote:

Hi Cassandra:

I will be posting the zoom link on the Town's Calendar under March 1<sup>st</sup>. Please include a plot plan along with the address where the event is being held. I'm assuming it's on Kathy Lynch's property like the last time?

I will forward your application to the Board of Health, Building, Fire and Police for their signatures.

Please let me know if you need anything further.

Regards,  
 Wendy

**From:** Daniel Wasiuk <[healthdir@montague-ma.gov](mailto:healthdir@montague-ma.gov)>  
**Subject:** RE: Telephone call  
**Date:** February 17, 2021 at 11:18:32 AM EST  
**To:** Cassandra Holden <[cassandra@laudable productions](mailto:cassandra@laudable productions)>

Hello Cassandra,

Thank you for our discussion today regarding Laudable Productions and an upcoming event this summer....Barbes in the Woods. Please accept a preliminary APPROVAL from the Montague Board of Health for this event. This is contingent upon Laudable Productions conforming to Sector-specific protocols and instituting appropriate mitigation measures against COVID-19. These will need to be fulfilled with current requirements near the time of the event.

Should you have any further question or concerns pertaining to the operation(s) of the event, please contact me directly. Be well.

Daniel Wasiuk  
Director of Public Health  
Montague Board of Health  
One Avenue A  
Turners Falls, MA 01376  
[healthdir@montague-ma.gov](mailto:healthdir@montague-ma.gov)  
413-863-3200 Ext. 205



# Board of Selectmen Town of Montague

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

## REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

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

Name of applicant: Jon Dobosz, Director of Parks & Recreation

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

Phone # of applicant: 863-3216

Name of organization: Montague Parks & Recreation Department and partners

Name of legally responsible person: Town of Montague

Location of assembly: First St., Turners Falls, MA

Date of assembly: Sunday, September 19, 2021; (Sunday, Sept. 26 – Rain date)

Time of assembly: Begin: 7:00am End: 6:00pm

Number of expected participants: 50 racers; 1,000-2,000 spectators

If a procession/parade:

Route: \_\_\_\_\_

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

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

Subject of demonstration: Soap Box Races

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

\*\*\*\*\*

Signatures:

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

On Sunday, September 19, 2021, Montague Parks & Recreation, in partnership with Montague WebWorks, Nova Motorcycles, and 253 Farmacy, will be holding a Soap Box Races event after a seven-year hiatus. This is a timed event, where participants will be in either three- or four-wheeled, self-propelled carts going down the First Street hill in Turners Falls. The race will take place along First Street, starting from the top of the hill and proceeding to the main parking lot entrance at Unity Park. Set-up for the race will begin at 7:00am on the 19<sup>th</sup>, prompting the closure of the intersection at the top of First St. hill (which will include that portion of Maple St.) to the L St. intersection until after clean-up/break-down, which should be completed at approximately 5:00pm. Traffic barriers will be placed at both ends of the course, blocking vehicular traffic. The main parking lot at Unity Park will be open for race carts and handicap vehicle parking only. A portion of Second St. will also be closed to vehicular traffic. The parking area adjacent to the basketball courts will be open for vendors. Hay bales will also be set-up at the base of the hill to prevent race carts from running off course. Food vendors will be directed to meet Health Department deadlines and standards. Event announcers will be located in the dirt parking lot on the North side of First St., and a PA system will be used throughout the event. We are currently negotiating emergency medical personnel to be present during the racing portion of the event. We anticipate approximately 50 racers between the ages of 8 and 80. Traditionally, there are approximately 1,000 – 2,000 spectators attending the event, but we are currently working on a management plan to accommodate anticipated pandemic guidelines. Event parking will take place throughout downtown Turners Falls. Trash and recycling will be coordinated with the Town's Department of Public Works. A rain date is scheduled for Sunday, September 26. This event is slated to be a major fundraiser for Montague Parks & Recreation.

Additional Comments:

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

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

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION,  
OR USE OF PUBLIC PROPERTY  
(Not for Peskeompskut Park or Montague Center Common)

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

Name of applicant: Chelsey Little, Montague WPCF  
Address of applicant: 34 Greenfield Rd Montague MA  
Phone # of applicant: 413-773-8865  
Name of organization: Montague WPCF  
Name of legally responsible person: Chelsey Little  
Location of assembly: WPCF Parking lot  
Date of assembly: 4/22/2021  
Time of assembly: Begin: 3pm End: 5pm  
Number of expected participants: 100

If a procession/parade:  
Route: \_\_\_\_\_  
Number of people expected to participate: \_\_\_\_\_  
Number of vehicles expected to participate: \_\_\_\_\_

Subject of demonstration: Drive through event for kids in celebration of Earth Day at the WPCF facility. Will hand out goodie bags

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

Signatures: \_\_\_\_\_  
Police Chief: [Signature] Date: 3-10-21

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

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

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





Goodie Bag Table

ENTER

EXIT

34 Greenfield Rd



11B

USDA  
Form RD 400-4  
(Rev. 06-10)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018  
OMB No. 0570-0062

The Town of Montague Water Pollution Control Facility  
*(name of recipient)*

34 Greenfield Road, Montague, MA 01351

*(address)*

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
  - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
  - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Town of Montague Water Pollution Control Facility on this  
*(name of recipient)*

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

	<i>Recipient</i>
	03-15-2021
	<i>Date</i>
	Chair, Selectboard
	<i>Title</i>

Attest: Town Clerk  
*Title*

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**WendyB-Montague Board of Selectmen**

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**From:** Airport - Bryan Camden  
**Sent:** Thursday, March 11, 2021 1:43 PM  
**To:** WendyB-Montague Board of Selectmen  
**Cc:** StevenE - Montague Town Administrator  
**Subject:** Meeting Information

Hi Wendy,

Could you please place the following on the agenda for the next BOS meeting on behalf of the Airport Commission.

1) Execute MassDOT Aeronautics Division Grants as follows:

- A) ASMP- 2021-OB5-33 Purchase Emergency Backup Generator for Electrical Vault Building \$15,185.58
- B) ASMP- 2021-OB5-34 Purchase Excavator with Vegetation Management

Attachments \$171,000.00

- C) ASMP- 2021-OB5-35 Purchase Weather Reporting System \$10,095.00
- D) ASMP- 2021-OB5-36 Completion of Solar Canopy \$31,813.65

2) Appoint Matthew Jordan, Airport Grounds Maintenance / Pioneer Aviation, 12-20 hours week, \$13.50 / HR, to begin 3/15/21. This was approved at the 3/9/21 Airport Commission Meeting.

If you have any questions please let me know!

Thanks,  
Bryan  
Turners Falls Municipal Airport  
Airport Manager

# Town of Montague Personnel Status Change Notice New Hires

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

Board Authorizing Appointment: SELECT BOARD Meeting Date: 3-15-21

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

Board Authorizing Wages: SELECT BOARD Meeting Date: 3-15-21

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

### General Information:

Full name of employee: <u>MATTHEW JORDAN</u>	Department: <u>AIRPORT</u>
Title: <u>GROUNDS MAINTENANCE / PIONEER</u>	Effective date of hire: <u>3-15-21</u>

### New Hire:

Permanent: <u>  </u> Y <input checked="" type="checkbox"/> N	If temporary, estimated length of service: <u>2 YEARS</u>
Hours per Week: <u>12-20</u>	Union: <u>NONE</u>

### Wages:

Union: <u>N/A</u>
Wages: Grade <u>  </u> Step <u>  </u> Wage Rate: <u>13.50</u> (annual/ <u>hourly</u> )
Notes: <u>FCTS CO-OP</u>

### Copies to:

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



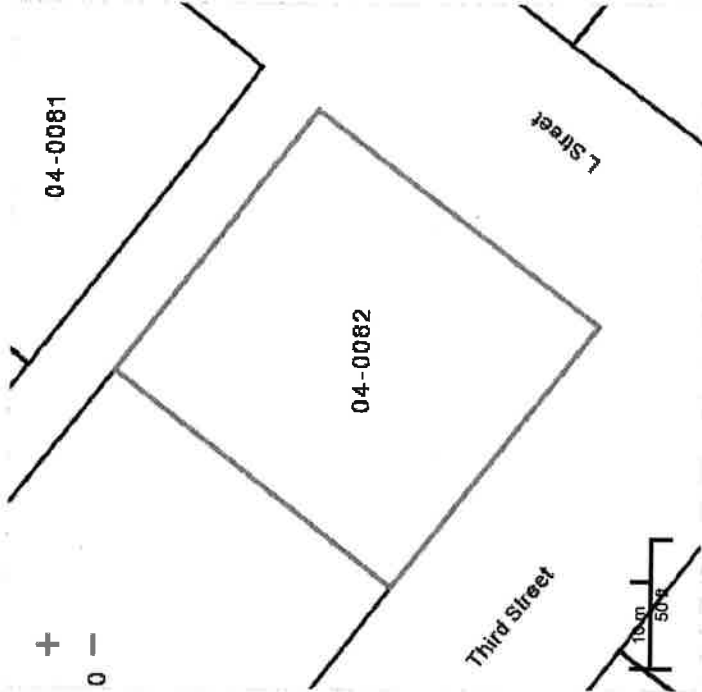
# Town of Montague, Massachusetts

## Property Record Card

Card 1 of 1

66 L ST

ID: 04-0-0082 Book / Page: 3420 53



**Owner:** INHABITANTS OF MONTAGUE  
**Co-Owner:** POSSESSION  
**Mailing Address:** 1 AVENUE A  
 TURNERS FALLS MA 01376

**Assessment:** Total: 45200  
 Building: 0, Land: 45200, Yard: 0

### Sales History

Grantor	Legal Reference	Sale Date	Sale Price
BAIRD, JAMES D	3420 53	11/12/1998	
SCOTT, KYLE J	3007 248	6/22/1995	1 51000
BEAUBIEN	2701-232	10/16/1992	
TAX TITLE	2258 21	8/1/1988	
	1470 156	8/1/1976	1



MainStreetGIS, LLC  
[www.mainstreetgis.com](http://www.mainstreetgis.com)

### Land Information

Land Area: 0.24 AC / 10543 SQ FT Zoning: CENTRAL BUS  
 Land Use: 930 -  
 Neighborhood: 2 - C2

### Building Information

Units: 0  
 Year Built:  
 Style:  
 Rooms:  
 Bedrooms:  
 Baths:  
 Half Baths:  
 Stories:  
 Heat Fuel:  
 Heat Type:  
 Roof Structure:  
 Roof Covering:  
 Kitchens:  
 Fireplaces:

Extra Feat. / Yard Items  
 Type Area

Assessment

Sub Areas  
Type

Area

Assessment

Printed from: <https://www.mainstreetmaps.com/ma/montague/>

### AFFIDAVIT OF EASEMENT CONDITIONS

The undersigned, Crocker Cutlery Limited Partnership, a Massachusetts limited partnership (“Owner”), and the Town of Montague, a Massachusetts municipal corporation, acting by and through its Board of Selectman (“Town”), hereby certify that:

1. Owner, is the owner of that certain property located at 61-99 Third Street and 52-56 Avenue A, Turners Falls, Massachusetts, as more particularly described in the attached **Exhibit A**.
2. The Town of Montague granted to Owner certain easements involving the Easement Premises, as set forth in the Grant of Easement dated January 10, 2001 and recorded with the Franklin County Registry of Deeds at Book 3725 and Page 175 (“Grant of Easement”).
3. Pursuant to Section 4 of the Grant of Easement, Owner and the Town received a copy of the Cold Spring Report concerning the site assessment of the Property by the former owner of the Easement Premises, and upon review have determined that no further assessment or action is required and the Town and Owner are satisfied with the report.

Therefore, the Parties hereby terminate all rights of termination as set forth in section 4 of the Grant of Easement, and any rights of termination under section 4 of the Grant of Easement shall be of no further force or effect.

Any capitalized terms used herein which are not otherwise defined hereby shall have the definition given to them in the Grant of Easement.

Dated: As of March \_\_\_\_, 2021

[signatures on following page]

In witness whereof, the parties have executed this affidavit as of the date first written above.

CROCKER CUTLERY LIMITED PARTNERSHIP

By: CROCKER CUTLERY, INC., its General Partner

By: \_\_\_\_\_

Name: Gina Govoni

Title: President and authorized agent

COMMONWEALTH OF MASSACHUSETTS

Franklin County, ss.

On this \_\_\_\_ day of March, 2021, before me, the undersigned notary public, personally appeared the above-named Gina Govoni, the President and authorized agent, of the Crocker Cutlery, Inc., the general partner of Crocker Cutlery Limited Partnership, proved to me by satisfactory evidence of identification, consisting of: \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that the foregoing instrument is his or her free act and deed and the free act and deed of Crocker Cutlery Limited Partnership.

\_\_\_\_\_  
Notary public

My commission expires:

In witness whereof, the parties have executed this affidavit as of the date first written above.

TOWN OF MONTAGUE

By: \_\_\_\_\_

Name:

Title:

Commonwealth of Massachusetts

Franklin County, ss.

On this \_\_\_\_ day of March, 2021, before me, the undersigned notary public, personally appeared the above-named \_\_\_\_\_ the \_\_\_\_\_ of the Town of Montague, proved to me by satisfactory evidence of identification, consisting of: \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that the foregoing instrument is his or her free act and deed and the free act and deed of the Town of Montague.

\_\_\_\_\_  
Notary public

My commission expires:



**Exhibit A**

3725



2001 00001010

Bk: 3725 Pg: 175 Doc:ESMNT  
Page 1 of 17 01/30/2001 12:07PM

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GRANT OF EASEMENT

**THE TOWN OF MONTAGUE**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having a usual place of business at Montague Town Hall, One Avenue A, Turner Falls, Massachusetts (hereinafter "GRANTOR"), pursuant to the authority given by the vote under Article 20 of the October 25, 2000 Special Town Meeting, for consideration of \$1.00 paid and in consideration of the grant to the Town of easements recorded herewith, grants, with quitclaim covenants, to **CROCKER CUTLERY LIMITED PARTNERSHIP**, a Massachusetts limited partnership having a usual place of business at 42 Canal Road, Turner Falls, Franklin County, Massachusetts (hereinafter "GRANTEE"), the following described easements (the "Easements"):

a permanent, exclusive easement for the purpose of ingress and egress, by foot or motor vehicle, and for the purpose of parking, planting areas and passive recreation (e.g., a sitting area and/or "tot lot"), together with the right to provide for and maintain drainage facilities, utilities, and other uses and appurtenances incidental to and sufficient to carry out said purposes, in, through, over, under, and upon the area bounded and described as Parcel 4 on a plan entitled "ALTA/ACSM Land Title Survey Plan of Land in Turners Falls, Town of Montague, Massachusetts, Crocker Cutlery Limited Partnership," dated December 4, 2000, prepared by Heritage Surveys, Inc., said plan being incorporated by reference herein and recorded herewith at Plan Book 105, Page 72, being more fully described in Exhibit A attached hereto, together with the benefit of the easement appurtenant to said Parcel 4 described in Exhibit A (hereinafter "Easement Premises").

SEE

BOOK 3962  
PAGE 378

2001 JAN 30 PM 12:07

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The Easements granted herein are subject to the following conditions:

1. All allowed uses of the Easement Premises by Grantee, as herein defined, including, but not limited to, the activities of construction, operation, maintenance, repair or improvement, shall be carried out at the sole cost of the Grantee, and consistent with all permits and approvals required by law, including, but not limited to, the Conditional Special Permit, Limited Variance and Site Plan Approval granted to Grantee by the Town of Montague Board of Appeals pursuant to its decision of October 11, 2000, notice of which is recorded with the Franklin County Registry of Deeds in Book 3725, Page 155. The Grantee shall be solely responsible for installation of and payment for its own lighting and its own separately metered electrical service.
2. If the easements granted to the Town of Montague by the Grantee, by grant of easement recorded herewith, shall terminate in accordance with its terms, then the Easements granted hereby shall also terminate and Grantor shall thereupon hold the premises free of the Easements without the necessity of any formal release of easements by the Grantee.
3. The parking lot, access driveway and passive recreation areas to be constructed by Grantee hereunder shall be maintained in decent, safe and sanitary condition, free of potholes and poorly drained areas.
4. Grantor shall, if authorized by Cold Spring Environmental Consultants, Inc. ("Cold Spring"), forthwith provide to the Grantee a copy of a site assessment report done in 1994 by Cold Spring (the "Cold Spring Report") for Kyle Scott, the former owner of the Easement Premises ("Scott"), provided Scott or Cold

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Spring provide a copy of the same to the Grantor and Scott authorizes the Grantor to provide a copy to the Grantee. If the Cold Spring Report is satisfactory to the Grantee, which approval shall not unreasonably be withheld, and no update is required by the Grantee, which requirement shall not unreasonably be required, then all rights of termination specified in this section shall end upon the recording of an affidavit of the Grantor and Grantee (which shall be signed in the reasonable and good faith discretion of Grantee) to that effect. If the Grantor or Grantee are not reasonably satisfied with the Cold Spring Report or reasonably require an update of the Cold Spring Report, or if Grantee does not receive the Cold Spring Report, then the Grantee may terminate the Easements by written notice to the Grantor within thirty (30) days of receipt of the report, or 60 days from the date of this Agreement if the report is not delivered to the Grantee, unless the Grantor undertakes to engage a licensed site profession ("LSP") to undertake a Phase II site assessment of said Parcel 4, or to have the Cold Spring Report delivered or updated, as shall reasonably be requested by Grantee, and to forthwith provide a copy of the same to Grantor and Grantee. If said site assessment or update reveals no hazardous waste, hazardous materials or oil on, under or emanating from said Parcel 4 at levels determined by said LSP to require reporting to the Massachusetts Department of Environmental Protection ("DEP") or if, upon such reporting, DEP requires no remedial action, then all rights of termination specified in this section shall end upon the recording of an affidavit of the Grantor and Grantee (which shall be signed in the reasonable and good faith discretion of Grantee) to that effect.

If said site assessment reveals the presence of hazardous waste, hazardous materials or oil on, under or emanating from said Parcel 4 at levels determined by the LSP to require reporting to DEP, and DEP or the regulations of DEP promulgated under the Massachusetts Contingency Plan requires that remedial action be taken, then the Grantee may terminate the Easements by written notice to the Grantor within thirty (30) days of receipt of the LSP's report, (or if later, the date of such DEP or regulatory requirement) unless the Grantor commits by written notice received by Grantee within such thirty days to satisfy DEP requirements, either by a combination of containment and a recorded activity and use limitation ("AUL"), if permitted by DEP ("Containment"), or Remediation of said Parcel 4 as DEP may require ("Remediation"). Grantor shall have the option of Containment or Remediation, if either is acceptable to DEP. If Containment is permitted and is the option chosen by the Grantor to comply with DEP requirements, if any, then the Grantor shall execute and record an AUL acceptable to DEP provided that the AUL shall not prohibit or restrict Grantee's use of Parcel 4 for ingress, egress, parking, and the AUL shall remain in place as long as required by DEP or until the Easements are released or otherwise terminate, whichever is sooner. Any AUL must be approved by Grantee and its mortgagees, such approval not to be unreasonably withheld. If the Grantor undertakes Containment, the Grantor, at Grantor's cost, shall perform the Containment in a manner which does not materially interfere with the Grantee's improvements to said Parcel 4 contemplated by this Agreement, provided that to the extent grading and paving as contemplated by this Agreement are part of the

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Containment project, the Grantee shall perform or pay for the reasonable cost of that portion of the Containment, and provided that if Containment interferes with the use of Parcel 4 for passive recreation, the Grantee and the Grantor shall reasonably cooperate to resolve this issue.

For purposes of this Paragraph 4 references to actions "permitted" or "required" by DEP or "acceptable" to DEP or words of similar meaning shall refer to actions provided for or permitted under the Regulations.

If Remediation is the option chosen by the Grantor to comply with DEP requirements, if any, Grantor shall provide Grantee with a copy of its Remediation proposal. If Remediation is reasonably estimated by the Grantor's consultant to be completed no later than December 31, 2001, except for post-Remediation monitoring if any, that may be required by DEP, then the Easements may not be terminated; otherwise, or in the event that the Remediation is not completed by December 31, 2001, except if unavoidable delay occurs due to so-called Acts of God, unavailability of services, labor or materials or other similar causes not within the control of the Grantor, in which case if the Remediation is not completed by a reasonable, mutually acceptable date after December 31, 2001, the Grantee may terminate the Easements by written notice to the Grantor within thirty (30) days of receipt of Grantor's Remediation proposal or within thirty (30) days of December 31, 2001, or such mutually acceptable date, unless Grantor provides a similar parking facility as specified below. If Remediation is

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so completed on a timely basis, then all rights of termination specified in this section shall end upon recording of an affidavit of the Grantor or Grantee (which shall be signed within the reasonable and good faith discretion of Grantee) to that effect.

Grantee's right of termination in the event Remediation is not timely completed shall be suspended during the time that Grantor provides a similar parking facility for Grantee's use during the time period required to complete the Remediation and restore the Easement premises as provided below provided that this clause shall not obligate Grantor to provide such facility. A parking facility shall be deemed similar if it is in good condition and has an equal number of parking spaces as shown on the Plan, that may be used on an exclusive basis by Grantee and is located a reasonable distance from Parcel 4, is fully licensed, and does not materially affect Grantee's right to develop and use Grantee's property set forth below for its intended purpose, including full compliance with all zoning requirements with respect to parking. Upon completion of any investigation, Containment or Remediation activities hereunder, Grantor shall restore the Easement Premises to the condition in which it existed at the time such activities commenced. Costs of any Remediation and restoration that may be undertaken by Grantor shall be paid by Grantor, provided that this shall not be interpreted to prevent Grantor from seeking contribution from potentially responsible parties.

5. Grantee may install signs upon the Easement Premises, subject to Town By-laws and reasonable approval of Grantor.

Grantor shall continue to have the right of entry upon and use of said Easement Premises as is incident to its ownership, provided that such use shall in no manner restrict Grantee's right of exclusive use for the purposes as granted herein, and further provided that any entry by Grantor in order to make use of the Easement Premises in a manner allowed by law shall interfere as little as is reasonably possible with said Grantee's rights.

The Easements granted herein shall encumber the GRANTOR'S property described in a deed recorded with the Franklin County Registry of Deeds in Book 1470, at Page 156, and shall be appurtenant to Grantee's property described in a deed recorded with the Franklin County Registry of Deeds in Book 3073, at Page 109. All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns, and legal representatives. The Easements are appurtenant easements and not easements in gross and may be assigned only together with the premises to which they are appurtenant. The Easements granted herein shall be superior to the rights held by the Town of Montague with respect to Grantee's property pursuant to the easements appurtenant to said Parcel 4 described in Exhibit A.

Grantee shall keep in force, at its sole cost and expense, comprehensive public liability insurance in the amount of at least \$1,000,000.00 or such reasonable amount as may be



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requested from time to time by Grantor (not to be more than Grantee requires of Grantor pursuant to the Grant of Easement from the Grantor to the Town of Montague recorded herewith) insuring the Grantor and the Grantee against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon the Easement Premises as a result of the exercise by Grantee of the Easements hereby granted and naming the Grantor as a named insured. Grantee shall annually provide Grantor with a copy of such policy and rider, if any, so naming Grantor.

This Easement is reciprocal to and has been granted simultaneously with a Grant of Easement from Crocker Cutlery Limited Partnership to the Town of Montague. In the event that either this Grant of Easement or the Grant of Easement from Crocker Cutlery Limited Partnership to the Town of Montague is terminated then this Grant of Easement or the Grant of Easement from Crocker Cutlery Limited Partnership to the Town of Montague shall also terminate simultaneously therewith.

The Grantor warrants that the aforesaid Easements are free and clear of all liens and encumbrances other than recited herein, that it has good title to transfer same, and that it will defend the same against all claims of all persons.

This Agreement shall be deemed to have been made in and shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

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Any notice or other communications by the Grantor or the Grantee to the other shall be in writing and shall be given and be deemed to have been given if personally delivered, or if mailed, three (3) days after mailing, postage prepaid, registered or certified mail, addressed as follows, or to any such address as the Grantor or the Grantee may provide to the other from time to time.

**GRANTOR:** Town of Montague

One Avenue A

Turners Falls, MA 01376

**ATTENTION:** Town Administrator

**GRANTEES:** Crocker Cutlery Limited Partnership

42 Canal Road

Turners Falls, MA 01376

**ATTENTION:**

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IN WITNESS WHEREOF, TOWN OF MONTAGUE, by and through its Board of  
Selectmen has caused these presents to be signed, acknowledged and delivered on this 10<sup>th</sup> day  
of January, 2009.

TOWN OF MONTAGUE,

by and through its Board of Selectmen

Edward J. Gardner

Patricia Keller

Samuel H. [Signature]

\_\_\_\_\_

\_\_\_\_\_

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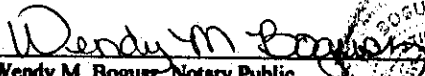
185

THE COMMONWEALTH OF MASSACHUSETTS

Franklin, ss

January 10, 2001

Then personally appeared the above-named Edward J. Voudren,  
member of the Board of Selectmen of the Town of Montague and acknowledged the foregoing  
instrument as the free act and deed of said Town, before me

  
Wendy M. Bogusz, Notary Public  
My Commission Expires: December 18, 2005



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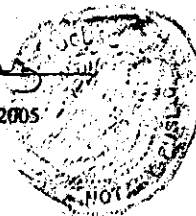
THE COMMONWEALTH OF MASSACHUSETTS

Franklin, ss

January 10, 2001

Then personally appeared the above-named Patricia A. Allen  
member of the Board of Selectmen of the Town of Montague and acknowledged the foregoing  
instrument as the free act and deed of said Town, before me

*Wendy M. Bogusz*  
Wendy M. Bogusz, Notary Public  
My Commission Expires: December 16, 2005



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THE COMMONWEALTH OF MASSACHUSETTS

Franklin, as

January 10, 2001

Then personally appeared the above-named Samuel H. Lovejoy,  
member of the Board of Selectmen of the Town of Montague and acknowledged the foregoing  
instrument as the free act and deed of said Town, before me

Wendy M. Bogusz  
Wendy M. Bogusz, Notary Public  
My Commission Expires: December 16, 2005



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ACCEPTANCE

**CROCKER CUTLERY LIMITED PARTNERSHIP**, acting by and through its  
General Partner, Crocker Cutlery, Inc., a Massachusetts corporation, by its officers duly  
authorized, hereby accept this easement and agree to the terms and obligations set forth herein.

EXECUTED as of this 11<sup>th</sup> day of Jan, 2001.

**CROCKER CUTLERY LIMITED PARTNERSHIP**

By:

Its General Partner

By:

  
Paul H. Douglas, President

Peter Gagliardi, Treasurer

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS

January 16, 2000

Then personally appeared the above named Paul H. Douglas, officer as  
aforesaid of Crocker Cutlery, Inc., General Partner of Crocker Cutlery Limited Partnership, and  
acknowledged the foregoing instrument to be the free act and deed of said corporation and said  
limited partnership, before me.

*[Handwritten Signature]*

Notary Public

My Commission Expires

Expiry Date  
My Commission Expires  
A. 2000

C:\Users\Franklin\Crocker\Crocker Cutlery 2\Mortgage to Crocker Cutlery 2





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## EXHIBIT "A"

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... the land in that part of Montague known as Turners Falls, with buildings thereon bounded and described as follows:-

Beginning at an iron pin at the intersection of the northwesterly side of L Street with the northeasterly side of Third Street; thence northwesterly with an interior angle of 90° with the northwest side of L Street and running along the northeasterly side of Third Street 95.85 feet to a point; thence northeasterly with an interior angle of 90° with the last described line 110 feet to a point on the southwesterly side of an alley; thence southeasterly with an interior angle of 90° with the last described line along the southwesterly side of said alley 95.85 feet to a point on the northwesterly side of L Street; thence southwesterly with an interior angle of 90° with the last described line and along the northwesterly side of L Street 110 feet to the place of beginning. Containing 10,543 square feet.

Said premises are subject to the conditions, restrictions, and agreements as contained in deeds of the Turners Falls Company and of the John Russell Cutlery to Frank H. Snow as the same may now be in force and effect, and effect the premises herein described.

Also conveying unto the grantee, his heirs, executors, administrators and assigns, their agents, tenants, lessees, whatever interest the grantor may have in that right of way to at all times pass and repass with teams, vehicles, and on foot over a certain other tract of land bounded and described as follows:- Beginning at a point on the northeasterly side of Third Street, 95.85 feet northwesterly from the intersection of the northwesterly side of L Street with the northeasterly side of Third Street; thence northeasterly with an interior angle of 90° with the northwesterly side of Third Street 110 feet to a point on the southwesterly side of an alley; thence northwesterly with an interior angle of 90° with the last described line along the southwesterly side of said alley 12 feet to a point; thence southwesterly with an interior angle of 90° with the last described line and along the present building line of the Cutlery Block, so-called, 100 feet to a point on the northeasterly side of said Third Street; thence southeasterly with an interior angle of 90° with the last described line and along the northeasterly side of Third Street 12 feet to the place of beginning.

Easement and restrictions for sidewalk purposes as recited in Order of Taking by the Town of Montague dated July 14, 1986 and recorded in Book 1994, Page 12. See also, plan entitled "Construction Easement Plan, Third Street - From Canal Street to "L" Street, Turners Falls, Massachusetts" dated January 1986 and recorded in Plan Book 60, Page 71, for the location of the easement

GRANTOR(S) ABSENCE:

3725



**Montague Town Clerk**

One Avenue A, Turners Falls, Massachusetts 01376  
Tel: (413) 863-3211  
Fax: (413) 863-3224

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John Zywna  
Town Clerk

Katherine Crouse  
Assistant Town Clerk

SPECIAL TOWN MEETING  
TOWN OF MONTAGUE  
OCTOBER 25, 2000

**ARTICLE 26. MOVED:** That the Town vote in accordance with Massachusetts General Laws, Chapter 40, Section 3, to authorize the Board of Selectmen to convey on terms and conditions as determined by the Board of Selectmen, an interest in the parcel of land identified as Map 4, Lot 82, in exchange for a portion of (Parcel A), the property located on Assessors Map 4, Lot 69. And further, to rescind any action taken under Article 29 of the May 1, 1999, Annual Town Meeting.

**PASSED/UNANIMOUS VOTE**

A TRUE COPY *John J. Zywna, Jr.*  
ATTEST:  
John J. Zywna, Jr.  
Montague, Town Clerk

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ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register

**State Legislative Delegation Meeting Planning**  
**Some Topics on Which the Conversation Might Focus**  
Draft rev. March 15, 2021

The Selectboard will hold a 30-minute meeting with state legislators at 6:30 on March 22<sup>nd</sup>. I have prepared a summary of possibly policy priorities, below. Please consider which 2-3 topics you would like to focus on in the meeting. Feel free to offer additional priorities. This full list can serve as a take-away document relative to Town priorities.

- **Ch 70 aid and student enrollment:** Ensuring that unusual changes in student enrollment associated with the pandemic, including home schooling and delayed entry to early childhood grade levels, does not adversely impact ch70 allocations. Recommendation would be to hold harmless relative to any enrolment declines as measured by previous year Oct 1 census. For FY22 just use Oct 2019 census. Build in a safeguard relative to Oct 2021 census, which may still be affected by parent concerns relative to school safety.
- **Affirm that commercial scale solar facilities are taxable:** To the extent that ATB rulings based on antiquated laws from the 1970s have led to some commercial solar operations successfully challenging their taxable status, close this loophole through definitive legislation.
- **Create a Bridge Repair Funding program similar to Ch90:** Create a formula-based annual municipal allocation specifically for bridge maintenance and repair. Note: This will not help if Ch90 is reduced. The extraordinary cost of bridge repair limits the practicality of applying Ch90 monies to those projects, particularly where bridge inventory requires repair of numerous structures.
- **Create a funding program for rural water and waste water infrastructure projects and operational changes** to facilitate long term improvements required by changing EPA regulations. This program is most important in communities with limited growth prospects where needed investments would place unreasonable demands on rate payers and dampen economic development. Distribute based on a formula that accounts for limited system growth, present rates, and other factors.
- **Ensure full funding of State PILOT program** to ensure that rural communities are not unfairly penalized for retaining a community benefit in the form of open space protection.
- **Police Department Collaboration with Mental Health Counseling and Support Service Providers:** Establish funding and technical assistance to enable small communities to subcontract and work effectively with mental health service providers in order to support officers on calls requiring that specialized expertise.
- **Advocate for rural regional transportation funding** specifically focused on expanded weekend bus service and connections between Montague and the UMass/Northampton transit area.
- **Provide for Continued use of Zoom for Public Meetings**, including in hybrid formats, even after the presumed end of the current state and national COVID-19 Emergency Declaration.

- **Assist with efforts to redevelop the Farren Care Center in a fashion that adds value to the Town and reflects the interests of local jobseekers and taxpayers.**
  - Staff comment: Reform mechanism for how students from transitional housing are supported. It seems like a critical barrier to housing the people with the most need and it is truly unjust to communities like Montague that receive people from outside the community.
  
- **Fund library building renovation projects in small communities that respect the reality that we may not wish or may not be able to afford substantial expansion of facilities in order to be eligible for Library grant aid. To do otherwise essentially withholds aid.**