

**JOINT SELECTBOARD and BOARD OF HEALTH**

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

**Join Zoom Meeting:** <https://us02web.zoom.us/j/83907260304>

**Meeting ID:** 839 0726 0304      **Password:** 561075

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

**Monday, May 24, 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 PA Advisory Committees Meeting: May 10, 2021
  - Joint Selectboard and PA Advisory Committees Meeting: May 17, 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          Personnel Board
  - Execute MOA between Town of Montague and NAGE to amend the responsibilities of the Assistant Town Clerk as presented in the job description (attached in meeting material) and Change from Grade C to Grade D
  - Status Change Form: Kathern Pierce, Assistant Town Clerk, Grade C, Step 11 to Grade D, Step 9
6. 6.40          COVID-19 Updates and Action Items
  - Update on Montague COVID case counts
  - Update on Vaccine Clinics
  - Review of Updated State Guidance or Orders
  - Implications of new State Guidance in relation to the Town, office procedures, event permitting, et cetera
7. 7:10          Jon Dobosz, Parks and Recreation Director
  - Spring Program Updates
  - Summer Programs
    - Summer Camp: June 28 – August 13; 9:00 AM to 3:00 PM
      - Currently reviewing new guidelines and will coordinate with BOH with regards to mask policy
    - Special Events – Movies in the Park, Night Skates
8. 7:20          Suzanne LoManto, RiverCulture Director  
Event Application for use of Peskeompskut Park: 2021 Turners Falls Summer Park Series  
Various Events and Dates: (See handout in Meeting material)

**JOINT SELECTBOARD and BOARD OF HEALTH  
MEETING NOTICE  
Monday, May 24, 2021  
Page 2**

9. 7:30 Michael Nelson, Great Falls Festival, October 23, 2021
- Event Application for use of Peskeompskut Park: 9:00 AM to 12:00 AM
  - Special 1 Day Beer and Wine License: 12:00 PM to 8:00 PM
  - Application to Place Sign: 10/2/21 to 10/22/21
10. 7:40 Mark Fraser, Mohawk Trail Concerts, Inc.
- Entertainment Permit at Montague Center Ball Fields, June 13, 19 & 26, 12:00 PM to 1:30 PM
11. 7:45 Sow Loud, LLC dba Upper Bend, 112 Avenue A, Turners Falls
- License for extended use of Public Property for Outdoor Retail and Dining
12. 7:50 Chelsey Little, WPCF Superintendent
- Sewer Use Abatements FY21
13. 7:55 Brian McHugh, Director of Community Development, FCRHRA
- Approve pay requisition #3 to Sciaba Construction for the Spinner Park Restoration Project
  - Approve pay requisition #13 to Berkshire Design for the Spinner Park Restoration Project
  - Approve contract extension between Town of Montague and Sciaba Construction from 6/1/21 to 6/30/21 for the Spinner park Restoration Project
  - Approve contract extension between Town of Montague and Berkshire Design Group from 6/1/21 to 6/30/21 for the Spinner Park Restoration Project
14. 8:10 Town Administrator's Report
- Debrief on Annual Town Meeting
  - Review TA's TIP Public Input Advocacy Letter
  - Summer Meeting Schedule
  - Topics not anticipated in 48 hour posting

**Upcoming Meetings:**

- Selectboard Meeting, **MONDAY, June 7, 2021, 6:30 PM** via Zoom
- Annual Town Meeting, **SATURDAY, MAY 22, 2021, 9:00 AM**, Franklin County Tech School, 82 Industrial Blvd., Turners Falls

**Memorandum of Agreement between the Town of Montague  
and the National Association of Government Employees (NAGE)**

**May 24, 2021**

Whereas, the parties agree as follows:

To amend the responsibilities of the Assistant Town Clerk as presented in the attached job description dated May, 2021 to reflect the demands of that office. As a result of the change in the scope and nature of the Assistant Town Clerk's responsibilities, the position grade will be changed from Grade C to Grade D, as appointed by the Montague Selectboard and specified in the NAGE contract. The position will be posted in accordance with the Union contract.

For the Town, Montague Selectboard

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the NAGE Union,

Mark C. W.  
Martha Odle  
\_\_\_\_\_

**TOWN OF MONTAGUE  
JOB DESCRIPTION**

<b>POSITION TITLE:</b>	Assistant Town Clerk	<b>DATE:</b>	May 2021
<b>DEPARTMENT:</b>	Town Clerk's Office	<b>GRADE:</b>	D
<b>REPORTS TO:</b>	Town Clerk	<b>FLSA:</b>	Non-Exempt

**Statement of Duties**

The Assistant Town Clerk, by statute, is appointed by the Town Clerk and is legally responsible and authorized to act as "Town Clerk" in the absence of that official in accordance with Massachusetts General Law Chapter 41 Section 19. Employee performs administrative and responsible clerical duties which includes, but is not limited to, assisting the Town Clerk in retaining 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. The Assistant Town Clerk is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

**Supervision/Guidance Received**

Exercises judgment and initiative in the planning, administration and execution of the department's services in the application of laws, regulations and procedures. Works under the direction of the Town Clerk and in accordance with all applicable Massachusetts General Laws and Town Bylaws. Functions independently referring specific problems to the Town Clerk where clarification of policy or procedure is required. Works cooperatively providing guidance and direction to other departments and may supervise election workers and volunteers. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to ensure that completed work and methods used are technically accurate and that instructions are being followed

**Job Environment**

Work environment is busy with frequent interruptions from the telephone, general public and other departments. Assistant Town Clerk is expected to locate, select, and apply the most pertinent practice, procedure, regulation, or guideline for a given situation. Employee plans and prioritizes work in response to the nature of the transaction and/or the information involved, or sought, in a particular situation. Has access to confidential records and information; is bound by a signed confidentiality clause. Is required to work outside of normal business hours and/or on weekends during predicted cyclic or seasonal periods. Errors can result in a delay of service or legal repercussions.

**Position Functions**

*The essential functions or duties listed below are intended only as illustration 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, or extension of, the position.*

Assistant Town Clerk  
Town Clerk's Office  
April 2021

**TOWN OF  
JOB DESCRIPTION**

**MONTAGUE**

**Essential Functions**

1. Assists the Town Clerk in all phases of the work pertaining to the office; acts as Town Clerk in the absence of the Town Clerk. Has signoff authority for payroll, purchasing, accounts payable, leases and contracts in clerk's absence.
2. Is the town Records Access Officer, managing software and interdepartmental communication by receiving and providing other town staff with public records law support.
3. Manages and maintains the state VIP system; responsible for all recordings, registrations, and amendments. Indexes and files all town vital records, transmits monthly non electronic vital records to the state Registry of Vital Records and Statistics.
4. Has the lead responsibility managing the state VRIS system. Understands and uses the multifaceted database program.
5. Assists the Town Clerk in preparation of State and Local Elections. Maintains compliance with the Uniformed & Overseas Citizen Absentee Voting Act, Help America Vote Act, Americans with Disabilities Act under the Elections Assistance Commission and Campaign Finance procedures.
6. Manages and maintains the federal UOCAVA process for all elections.
7. Issues a variety of licenses and permits including but not limited to marriages, dogs, kennels, fuel storage, business certificates, raffles & bazaars; ascertains compliance with state and local laws; maintains databases, collects, records and accounts for fees.
8. Responsible for the management and the licensing of all Flammables and Combustibles.
9. Issues birth, marriage and death certificates.
10. Assists and manages the implementation, processing and updating of the annual town census information in accordance with statutory procedure.
11. Records, files and maintains all supporting documents including applications, notices and decisions for the Board of Appeals and the Planning Board. Determines deadlines and creates documents for recording with the Registry of Deeds.
12. Administers the oath of office to all elected and appointed officials in compliance with statutory requirements and maintains database.
13. Provides the public information about town functions and/or directs them to appropriate departments and answers questions about Town Clerk functions.
14. Posts general meeting notices and public hearing notices in accordance with state statutes; maintains notices on Town Hall bulletin board.
15. Assists the public in genealogical and other records research.
16. Attends professional meetings and conferences to develop professional knowledge and familiarity with Town Clerk records, and office management functions.
17. Must be willing to earn Certified Municipal Clerk designation, (CMC).
18. Must be able to be bonded.

**Recommended Minimal Qualifications**

**Education and Experience**

A candidate for this position should have an Associate's degree and 3-5 years of successful prior experience, or an equivalent combination of education and experience.

Assistant Town Clerk  
Town Clerk's Office  
April 2021

**TOWN OF  
JOB DESCRIPTION**

**MONTAGUE**

Experience in computers, customer service, record keeping, office management or related field highly desirable. Prior municipal experience highly desirable.

**Knowledge, Skills and Abilities**

A candidate for this position should have knowledge of the following:

- A working knowledge of federal, state and town bylaws pertaining to the operation of a municipal town clerk's office. A Working knowledge of the organizational operations and procedures of local government.

Skill in:

- Ability to conduct and maintain good public relations, customer service and communicate with the public appropriately, tactfully and effectively with discretion.
- Ability to establish and maintain effective working relationships with other employees, departments, municipal boards and committees, state and federal officials and vendors.
- Excellent typing and computer skills required. Ability to prepare routine to complex document and reports utilizing computerized office applications including database management programs.
- Ability to deal effectively with interruptions, often under considerable time pressure and with a high level of accuracy.

And the ability to:

- Ability to understand, follow instructions and to work independently.
- Ability to adapt and respond to changing laws and legislation and communicate these changes to the appropriate parties as needed.

**Tools and Equipment Used**

The employee operates standard office equipment (e.g., personal computer, telephone, copier, facsimile, and a Class D motor vehicle (passenger car), as well as electronic voting tabulators and related apparatus.

**Physical Requirements**

*The physical demands listed here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.*

Minimal physical effort is required to perform administrative duties;

Assistant Town Clerk  
Town Clerk's Office  
April 2021

**TOWN OF  
JOB DESCRIPTION**

**MONTAGUE**

The employee is frequently required to stand, walk, sit, speak, listen, hear, and use hands to operate equipment.

The work requires lifting boxes with printed and other materials, office equipment and supplies weighing up to 30 pounds and being able to carry a reasonable quantity of materials from places where they are stored to places where they may be used.

Vision requirements include the ability to read routine documents for analysis and general understanding, and view a computer screen.

**Work Environment**

*The work environment characteristics described here are representative of those that the employee encounters while performing the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.*

Administrative work is performed under typical office conditions with constant interruptions.

Volume of work is subject to seasonal and cyclic variations. The employee is required to work beyond the normal work day during peak periods including nights and weekends, such as during elections.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

Approved:

\_\_\_\_\_  
Steven F. Ellis  
Town Administrator

Date \_\_\_\_\_

\_\_\_\_\_  
Board Chair, if necessary

Date \_\_\_\_\_

Assistant Town Clerk  
Town Clerk's Office  
April 2021

**Town of Montague  
Personnel Status Change Notice  
Rate Changes**

Authorized Signature: \_\_\_\_\_ Employee # 1287

**General Information:**

Full name of employee: <u>Kathern Pierce</u>	
Department: <u>Town Clerk</u>	
Title: <u>Assistant Town Clerk</u>	Effective date of change: <u>May 24, 2021</u>

**Grade/Step/COLA Change:**

Union: _____	
Old Pay: Grade <u>C</u> Step <u>11</u>	Wage Rate: <u>\$23.81 (annual/hourly)</u> Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only)
New Pay: Grade <u>D</u> Step <u>9</u>	Wage Rate: <u>\$24.84 (annual/ hourly)</u> Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only) Wage Rate: _____ 1 <sup>st</sup> week if different Wage Rate: _____ last week if different
Stipends	
For: _____	Wage Rate: _____ (annual) Weekly Amount: _____ Wage Rate: _____ 1 <sup>st</sup> week if different Wage Rate: _____ last week if different
For: _____	Wage Rate: _____ (annual) Weekly Amount: _____ Wage Rate: _____ 1 <sup>st</sup> week if different Wage Rate: _____ last week if different
Notes:	

**Copies to:**

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



CHARLIE BAKER  
*Governor*



KARYN POLITO  
*Lt. Governor*

**FOR IMMEDIATE RELEASE:**  
**May 17, 2021**

CONTACT  
Governor's Press Office  
[gov.press@mass.gov](mailto:gov.press@mass.gov)



## **Baker-Polito Administration to Lift COVID Restrictions May 29, State to Meet Vaccination Goal by Beginning of June**

*Commonwealth Will Adopt CDC Face Covering Guidance*

**BOSTON** – Today, the Baker-Polito Administration announced that the Commonwealth is on track to meet the goal of vaccinating 4.1 million residents by the first week of June and all remaining COVID-19 restrictions will be lifted effective May 29.

The Commonwealth's face covering order will also be rescinded on May 29. The Department of Public Health will issue a new face covering advisory consistent with the Centers for Disease Control and Prevention's updated guidance. Face coverings will still be mandatory for all individuals on public and private transportation systems (including rideshares, livery, taxi, ferries, MBTA, Commuter Rail and transportation stations), in healthcare facilities and in other settings hosting vulnerable populations, such as congregate care settings.

Governor Charlie Baker will end the State of Emergency June 15.

The Administration also announced updates that will be effective May 18 to revise face covering requirements for youth and amateur sports and other guidance relating to childcare programs and K-12 schools. The Administration will release updated guidance for summer camps effective May 29.

The Administration is able to take these steps to reopen the Commonwealth's economy because Massachusetts is on track to meet the goal set in December to fully vaccinate over 4 million individuals by the first week of June. The Commonwealth leads the nation in vaccinating residents, with 75% of adults receiving at least one dose. To date, over 4 million residents have received a first dose, with 3.2 million fully vaccinated.

New cases have dropped by 89% since January 8. COVID hospitalizations are down 88% since January 1 and the positive test rate is down by 88% from peaking at 8.7% on January 1 to 1% today.

### **Effective May 29**

Effective May 29, all industries will be permitted to open. With the exception of remaining face-covering requirements for public and private transportation systems and facilities housing vulnerable populations, all industry restrictions will be lifted, and capacity will increase to 100% for all industries. The gathering limit will be rescinded.

All industries will be encouraged to follow CDC guidance for cleaning and hygiene protocols.

On May 18, 2020, the Administration published the reopening phases, which called for ending restrictions when vaccines became widely available. Today, there are over 975 locations for Massachusetts residents to access vaccines without delay.

### **Face Covering Guidance**

In line with updated CDC face covering guidance, the Administration will rescind the current face covering order and issue a new face covering advisory effective May 29.

Non-vaccinated individuals are advised to continue wearing face masks and to continue distancing in most settings. The advisory will also recommend fully vaccinated individuals no longer need to wear a face covering or social distance indoors or outdoors except for in certain situations.

Face coverings will still be required for all individuals on public and private transportation (including rideshares, livery, taxi, ferries, MBTA, Commuter Rail and transportation stations), healthcare facilities and providers, congregate care settings and health and rehabilitative day services.

Face coverings will also remain required indoors for staff and students of K-12 schools and early education providers.

[Link to mask guidance](#)

### **Youth and Amateur Sports Face Covering Guidance**

Effective May 18, the youth and amateur sports guidance will be updated to no longer require face coverings for youth athletes 18 and under while playing outdoor sports. Effective May 29, all youth and amateur sports restrictions will be lifted.

[Link to youth sports guidance](#)

**K-12, Early Education and Summer Camp Guidance**

Effective May 18, guidance from the Department of Elementary and Secondary Education and the Department of Early Education and Care will be updated to no longer require masks for outdoor activities like recess and to allow for the sharing of objects in classrooms, in both K-12 and childcare settings. This guidance will remain in effect beyond May 29.

The Administration will release updated guidance for summer camps, effective May 29, which will include no longer requiring masks for outdoor activities.

[Link to DESE guidance](#)

[Link to EEC guidance](#)

**State of Emergency Order**

Governor Baker will end the [State of Emergency](#) June 15, and the Administration will work with legislative and municipal partners during this period in order to manage an orderly transition from emergency measures adopted by executive order and special legislation during the period of the State of Emergency.

###

## WendyB-Montague Board of Selectmen

---

**From:** Jonathan Dobosz  
**Sent:** Thursday, May 20, 2021 9:36 AM  
**To:** WendyB-Montague Board of Selectmen  
**Subject:** RE: 5 minutes Monday?

Items for Monday night....

- Spring Programs Update
- Summer Programs –
  - Summer Camp: June 28 – Aug. 13; 9a – 3p
    - Currently reviewing new guidelines and will coordinate with BOH with regards to mask policy
  - Special Events – Movies in The Park, Night Skates

*Jon Dobosz, CPRP, CPO*  
*Director of Parks & Recreation*  
*Montague Parks & Recreation Dept.*  
*56 First St.*  
*Turners Falls, MA 01376*  
*(413) 863-3216*



**From:** WendyB-Montague Board of Selectmen <[selectscty@montague-ma.gov](mailto:selectscty@montague-ma.gov)>  
**Sent:** Wednesday, May 19, 2021 11:07 AM  
**To:** Jonathan Dobosz <[recdir@montague-ma.gov](mailto:recdir@montague-ma.gov)>  
**Subject:** RE: 5 minutes Monday?

Yes, will you be sending more info?

**From:** Jonathan Dobosz <[recdir@montague-ma.gov](mailto:recdir@montague-ma.gov)>  
**Sent:** Wednesday, May 19, 2021 11:02 AM  
**To:** WendyB-Montague Board of Selectmen <[selectscty@montague-ma.gov](mailto:selectscty@montague-ma.gov)>  
**Subject:** 5 minutes Monday?

Hello,



**Board of Selectmen  
Town of Montague**

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

**Event Application for use of  
PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON**

Name of applicant Suzanne Lo Manto (C) 413-835-1390

Name of business/group sponsoring proposed event if applicable: River Culture

If applicable, number of years your organization has been running this event in Montague? 2

Address 1 Avenue A Turners Falls, MA 01376

Contact phone 413-863-3200 Contact email riverculture@montague-ma.gov

FID \_\_\_\_\_

Dates of proposed event See attached Location: Peskeomskut Park

Hours      Set Up:      Clean Up:     

Approximate number of people expected to attend \_\_\_\_\_

What provisions will be made regarding clean up of site? \_\_\_\_\_

Will the proposed event be:

- ☒ Musical
- ☒ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☒ Other MOVIES

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

See attached sheet

Fully & specifically describe the premises upon which the proposed event is to take place.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services

N/A

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

What provisions will be made regarding first aid and emergency medical care?

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations?

yes.

vinyl banners

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

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant

Date

5/18/21

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

Date:

5/19/21

BOARD OF HEALTH – Approval / Comments

\_\_\_\_\_  
Daniel Wasnik  
\_\_\_\_\_

Date:

5/18/2021

## **TURNERS FALLS SUMMER PARK SERIES**

Sponsored by RiverCulture

Submitted by Suzanne LoManto

May 18, 2021

Montague Select Board,

We're Back! The following application covers RiverCulture co-sponsored events listed in the attached calendar. The Director of RiverCulture will come before the Select Board separately for the Pocumtuck Homelands Festival, as that is a more complicated event.

### **Background**

The Turners Falls Cultural District received \$7500 from the Mass Cultural Council in February. RiverCulture sent a survey to downtown residents and stakeholders asking them how they'd like us to spend the money. By far, the most popular response was "outdoor entertainment."

RiverCulture invited a group of cultural partners to present movies, musical performances, skate nights and mini-festivals from June to August. These events will be widely advertised through traditional and social media along with other summer events, like Montague Community Band concerts. All events will be FREE to the public.

### **Responsibilities**

RiverCulture is looking for group permission on behalf of these co-sponsors. RiverCulture will be responsible for understanding current COVID restrictions and communicating this information with partners. Public safety, traffic control, pedestrian safety, noise, trash removal, recycling and emergency planning will also be the responsibility of RiverCulture.

### **Layout**

RiverCulture requests the use of the band shell, the lawn in front of the band shell and electricity. Unaffected will be the children's play area and the lawn nearest the Avenue A sidewalk.

### **Parking and Safety**

Parking is available along Avenue A and in the Food City Parking lot. The crosswalk between the park and lot is scheduled to be repainted and a new flashing pedestrian sign installed. Orange cones can be put in the street for added visibility. A first-aid kit will be on site. The Director of RiverCulture will check-in with the Chief of Police several times throughout the summer to confirm dates and review precautions.

### **Attendance**

By experience, attendance is estimated at 35-125 people per event.

### **COVID**

Events will not be ticketed. If necessary, attendance will reflect limits set by the State, BoH and Select Board. RiverCulture will divide the lawn into two areas; open seating and 8 foot family "pod" circles. This arrangement will give folks flexibility in where/ how to enjoy the event. (see map) Public health information will be clear to the public in all advertising, posted on-site and communicated to the crowd before each event. The Director of RiverCulture will have regular conversations with the Board of Health to stay current with weekly COVID number updates.

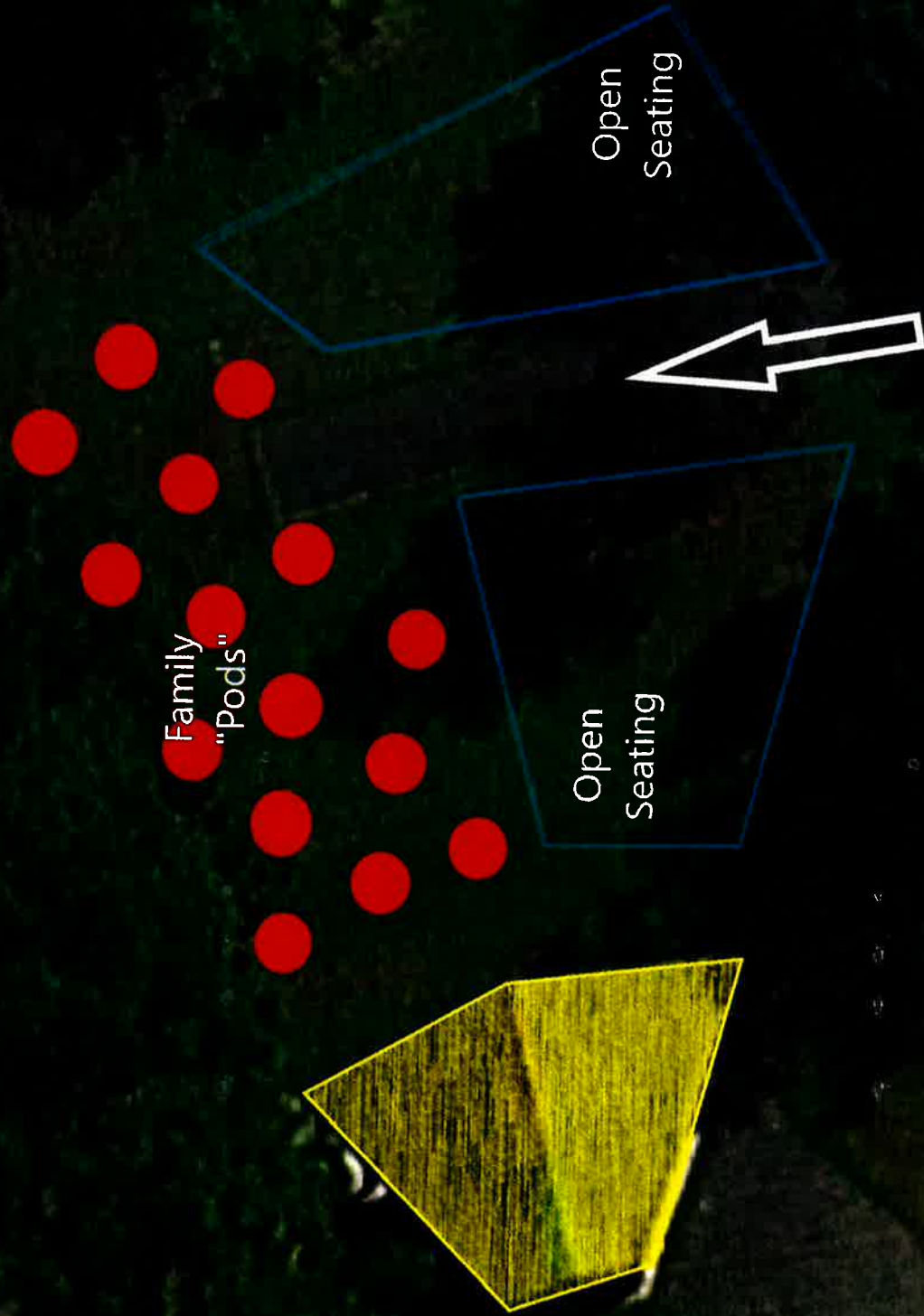


## 2021 Turners Falls Summer Park Series. Sponsored by RiverCulture

DATE	EVENT NAME	PARTNER	DETAILS	CONTACT	RAIN DATE
6/3	Family Fun Night	Musica Franklin	Kids' student performance followed by headline performance	rachelle@musicafranklin.org	
6/11	MOVIE	Parks and Recreation	Peskeomskut Park 6pm-9:30pm	recdir@montague-ma.gov	
6/13	The Mole + Do it Now	Paul Richmond	Afternoon event Storytelling. music+ poetry improv	paul@humanerrorpublishing.com	6/20
6/19	t.b.d.				
6/22	Magic Show	Montague Public Library	Kick off to summer reading, family magic show, 10:30am	librarydirector@montague-ma.gov	
6/25	MOVIE	Parks and Recreation	Peskeomskut Park 6pm-9:30pm	recdir@montague-ma.gov	
7/9	MOVIE	Parks and Recreation	Peskeomskut Park 6pm-9:30pm	recdir@montague-ma.gov	
7/17	Mini Festival	Musica Franklin	Afternoon family event. Music and crafts	rachelle@musicafranklin.org	
7/21	Shea Music Event	Emma Ayers	Opening Act 6pm/ Headliner 7pm	gettotheshea@gmail.com	
7/22	Shea Music Event	Emma Ayers	Opening Act 6pm/ Headliner 7pm	gettotheshea@gmail.com	
7/23	Shea Music Event	Emma Ayers	Opening Act 6pm/ Headliner 7pm	gettotheshea@gmail.com	
7/24	Shea Music Event	Emma Ayers	Children's music in AM Opening Act 6pm, Headliner 7pm	gettotheshea@gmail.com	
7/25	Shea Music Event	Emma Ayers	Children's music in AM Opening Act 6pm, Headliner 7pm	gettotheshea@gmail.com	
7/30	Puppet Show	Montague Public Library	10:30am	librarydirector@montague-ma.gov	
7/31	Mini Festival	Antennae Cloud Farm	Family event. Afternoon event	michimail@gmail.com	
7/31	Skatenight	Unity Park	6pm-9pm. DJ/ live music	recdir@montague-ma.gov	
8/7-8	Pocumtuck Homelands Festival	Unity Park	Noon-7pm all weekend	Nolumbekaproject@gmail.com	
8/8	Fairy House Day	Beverly Ketch	Peskeomskut Park afternoon event	bdketch@hotmail.com	
8/13	MOVIE	Parks and Recreation	Peskeomskut Park 6-9pm	recdir@montague-ma.gov	

Proposed Seating  
2021 Summer Series

PESKEOMSKUT PARK





*Board of Selectmen*  
**Town of Montague**

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

**Application for use of PESKEOMPSKUT PARK and AVENUE A -Entertainment Event**

Name of applicant: Michael Nelson

Name of business/group sponsoring proposed event if applicable: The Great Falls Festival

Address: 16 Sunderland Rd, Montague

Contact phone: 485-8627 Contact email: michaelnelsonmba@gmail.com

FID: 455173857

Dates of proposed event: Oct 23, 2021 Location: Peskeomsket Park and Ave A from 1<sup>st</sup> -7th Sts

Hours: 12pm – 8pm Set Up: 9am-12pm Clean Up: 8pm-12am

What provisions will be made regarding clean up of site? Volunteers and event staff will perform cleanup. All pumpkins will be composted. Trash will be discarded of appropriately in a rented dumpster.

Approximate number of people expected to attend: 10,000

If applicable, number of years your organization has been running this event in Montague: This will be the 11th annual event.

Will the proposed event be:

- ☒ musical
- ☒ theatrical
- ☒ exhibitions
- ☒ amusements
- ☐ wedding
- ☐ other

Fully & specifically describe the proposed exhibition, show, &/or amusements (use back of form if needed: The Great Falls Festival 2021 will have appx 150 vendors with an array of crafts, food, and raffles.

Fully & specifically describe the premises upon which the proposed event is to take place. The event will take part on Peske Park and on Ave A from 1<sup>st</sup> – 7<sup>th</sup> Streets.

Attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), location of first aid/medical stations.

Will vendors be selling:

- ☒ merchandise
- ☒ food/beverage
- ☒ alcohol
- ☐ other services

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, separate serving area, approved server i.e. TIPS trained.

The gathering of a large amount of people in any setting obviously creates potentially dangerous conditions. Our goal is to have a successful festival and public safety is at the core of making this happen. We will work diligently with the local police, fire, and health departments to ensure a safe event. We do intend to serve alcohol, and will keep that area secure from minors. There will be an outdoor enclosed area for beverage consumption. We will have a minimum of two staff people at the entrance verifying identification. At least one police officer will be assigned to the beer area at all times.

**If for any reason state or local officials determine that the event is unsafe to hold due to the coronavirus, the event will be canceled.**

Describe the appropriate level and nature of security and/or traffic control that would be needed.

Montague police officers, (quantity to be determined by the Police Chief), funded by the festival, will be on premises for public safety. The fire department and EMS will have mobile command setup in the center of the event. Traffic will need to be blocked off on Avenue A at 1<sup>st</sup> St and at 7<sup>th</sup> St, as well as all the side streets feeding into the Avenue in between those intersections. Sign and traffic horse locations will be arranged with the Montague DPW.

What provisions will be made regarding security/traffic control?

In conjunction with the Montague Police and the Montague DPW we will make arrangements to appropriately close off the streets noted above.

What provisions will be made regarding first aid and emergency medical care?

Turners Falls Fire and EMS will be on hand to provide emergency medical services if necessary.

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million/\$2 Million Individual/Group. At this time it is not possible to get a policy due to the extended amount of time until the event. It will be provided in October 2021.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant

[Signature]

Date 5/19/21

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POLICE CHIEF - Approval / Comments

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: 5-20-21

**TOWN OF MONTAGUE**  
**Special and One Day License - Application Form**  
(M.G.L. Ch. 138 S. 14)

CHECK ONE  
☒

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: 10/23/2021

1. Full name, address and phone number(s) of the organization making this application:  
Michael Nelson dba The Great Falls Festival  
16 Sunderland Rd, Montague, MA 01351
2. Full name, address and phone number(s) of manager who shall be responsible for the license:  
Same
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.  
YES ☒ NO ☐
4. Nature of Event Fall Festival Number of Attendees Apprx. 10,000
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES ☒ NO ☐
6. Location where event shall be held: Peske Park
7. Has the approval of the property owner been obtained? YES ☒ NO ☐
8. Exact times of the license: FROM 12 o'clock AM/PM TO 8 o'clock AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?  
YES ☐ NO ☒ If so, when? 10/19/19
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES ☐ NO ☒
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? Will provide Date in October 2021

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Authorized Representative and Title		Date
Office Use Only:	Date Approved:	
# Days Permit Issued For:	Date License Issued for:	
Police Chief Signature: <u>[Signature]</u>	<u>5-20-21</u>	
Select Board Chair Signature:		

9c



## 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: Michael Nelson

Organization: The Great Falls Festival

Contact Name: Michael Nelson

Contact Phone: 485-8627 e-mail: michaelnelsonmba@gmail.com

Contact Address: 16 Sunderland Rd, Montague

Name of legally responsible person: Michael Nelson

Location on Common/Park: One 4 foot by 8 foot banner appx. 100 feet to the left of the fountain in Peske Park

Content of sign, type of object, display: Banner will include promotional material for festival

Description of sign, object, display (content, size and materials): A banner promoting the festival will be hung 20 days prior to the festival. It will include the name of the event, date, and location.

Start Date: October 2, 2021

End Date: October 22, 2021

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

\*\*\*\*\*Signatures:

Police Chief: [Signature] Date: 5-20-21

Comments/Conditions: Will need detail officers

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

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



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

Date of Application: 4/4/2021 Date Approved: \_\_\_\_\_ Fee: \_\_\_\_\_

To the Local Licensing Authority:  
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 21  
during the following hours:

Sunday <u>6/13</u>	from: <u>12:00</u> to: <u>13:30</u>	Thursday	from: _____ to: _____
Monday	from: _____ to: _____	Friday	from: _____ to: _____
Tuesday	from: _____ to: _____	Saturday <u>6/19 + 26</u>	from: <u>12:00</u> to: <u>13:30</u>
Wednesday	from: _____ to: _____	Legal Holiday	from: _____ to: _____

This is a "special entertainment permit" request? { yes \_\_\_\_\_ { no \_\_\_\_\_

This is an annual renewal? { yes \_\_\_\_\_ { no (no)

1. NAME OF APPLICANT: Mark Fraser TELEPHONE: 413-367-9960

2. D/B/A: Mohawk Trail Concerts, Inc.

3. PREMISES: Ballfield, Montague Center BUSINESS PHONE: 413-625-9511

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

_____ Dancing by patrons	size of floor _____
<u>X</u> Instrumental Music	number of instruments & amplifiers <u>6, 4, 4</u>
_____ Live Vocalists	number of persons/type of show _____
_____ Exhibition	type _____
_____ Trade Show	type _____
_____ Athletic Event	type _____
_____ Play	type _____
_____ Readings of Poetry or other	
_____ 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: 1/4 acre Available Parking: Station St, School St,  
Alcohol to be served: NO

Mark Fraser  
Applicant Signature

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

Board of Health	Date	Fire Department, Chief	Date
Police Department, Chief	Date	Board of Selectmen, Chairman	Date





# Montague Selectboard

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 ext. 108

## COVID-19 EMERGENCY MEASURES

### **LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING**

No Fee

The COVID-19 pandemic has caused not only a public health crisis, but also a worldwide and local economic crisis. Public health requirements for social distancing, coupled with indoor business capacity limits, have placed substantial new burdens on businesses as they seek to provide products and services to customers at a volume sufficient to sustain profitability. This is particularly true in relation to small restaurants, cafes, and retail shops.

To make accommodation for businesses dealing with these constraints, the Selectboard wishes to make temporary accommodations that will allow these types of businesses to make use of adjacent public spaces to provide outdoor seating, browsing, or pick-up space for their patrons. This will often involve town sidewalks or parking spaces. Given the intent of this initiative, which is to maintain the vitality of our downtown areas, the Town will waive any fees for this permit or others required to extend temporary service into public spaces licensed for use through this application. Note that other non-town fees may still apply.

Outdoor dining and retail areas of appropriate design, configuration, and appearance can be an attractive and welcome amenity throughout the warmer months of the year. Extended use public space license applications will be reviewed by Town staff and given final approval by the Selectboard or its designee, but may also be subject to additional governmental approvals and the approval of the property owner of the building in which the business is located.

Licenses may be for an extended period, but will be subject to annual or potentially more frequent renewal so as to assure that business operations remain in compliance with the terms of the original approval, alignment with Town interests, and sensitive to any changes in emergency conditions. Note that licenses are not currently intended to be available during the Winter Parking Ban period, which typically runs December 1 – April 1, but may begin or end earlier or later at the discretion of the Selectboard.

**This form should be submitted to the Selectboard a minimum of 10 days prior to the intended operation date to allow time for processing and approval. All information must be complete.** Questions related to this license application form can be directed through to the Selectboard Office.

u

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

Name of Business: SEW LOUD LLC DBA THE UPPER BEND  
Address: 112 AVENUE A TURNERS FALLS  
Owner Name: WILLIAM MCKERCHIE  
Owner Phone: 315-396-3607  
Owner Email: hello@upperbend.com  
Manager Name: \_\_\_\_\_  
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 \_\_\_\_ 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: ASAP

End Date: 11/30/21

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

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

WED - SUN, 8AM to 3PM

**Daily maintenance and cleaning plan:**

SWEEP SIDEWALKS DAILY, PROVIDE COMPOST FOR OUR FOOD + DRINK CONTAINERS. SANITIZE TABLES AFTER EACH USE AND AS NEEDED

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

TABLES + CHAIRS WILL BE STORED INSIDE DURING OFF HOURS

**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: William McCorliffe

(If different from Business owner)

Landlord signature: Oliver Miller

Name (printed): WILLIAM MCCORLIFFE

Name (printed): OLIVER MILLER / 108 PROPERTIES

Date: 3/10/21

Date: \_\_\_\_\_

**APPROVAL BY SELECTBOARD or Designee:**

[Signature]  
Selectboard Chair or Designee

3/22/21  
Date

**ADDITIONAL APPROVALS AS NECESSARY**

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

[Signature]  
3/22/2021  
See attached  
[Signature]  
[Signature]  
[Signature]

**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

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: William McKeel

(If different from Business owner)

Landlord signature: Oliver Miller

Name (printed): WILLIAM MCKEEL

Name (printed): OLIVER MILLER / 108 PROPERTIES

Date: 3/10/21

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

\_\_\_\_\_  
Oliver Miller  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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**

### **LICENSE FOR EXTENDED USE OF PUBLIC PROPERTY FOR OUTDOOR RETAIL AND DINING**

All Temporary Licenses for Use of Public Property for Outdoor Retail or Dining shall be subject to the following Rules and Regulations:

1. Licensees wishing to expand their premises to include outdoor dining areas on Town-owned land, shall make written application to the Selectboard and shall receive the approval of the Board or its authorized agent prior to using any outdoor space.
2. The applicant shall provide a neatly drawn schematic plan 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 picking up take-out food or retail products shall also be shown on the plan. Tables/chairs, clothing racks or shelves shall be separated by at least six feet to provide for social distancing. Take-out food pickup shall also be a minimum of six feet from patron seating areas.
3. The use of the Town's property shall be limited to the area designated in the plan and the Licensee shall not allow its operations to encroach upon any other portion of the Town's property, and such use shall not interfere with the use of other public sidewalks or parking areas by members of the public.
4. Approval to use an outdoor area shall not result in an increase in the total number of seats authorized for a food service establishment unless such increase is approved by the Board of Health for food and the Selectboard/ABCC for alcohol; such that the number of seats permitted inside the establishment shall be reduced by the number of seats allowed outside the establishment.
5. Outdoor food preparation shall not be allowed unless separately and formally authorized by the Board of Health.
6. The Licensee and property owner shall be current on all taxes and fees owed to the Town and shall not be subject to any outstanding suspensions or enforcement orders.
7. If the establishment intends to serve alcohol in the outdoor area, the permit holder shall apply for and receive approval of an alteration of premises from the Selectboard and the ABCC (unless a change in law provides an exemption from this requirement).
8. If the establishment intends to use the outdoor area for entertainment, the permit holder shall obtain a permit from the Selectboard.
9. The outdoor area shall physically abut the primary premises, such that staff and patrons shall not have to cross streets, private property or parking lots to access the outdoor area.

## RULES AND REGULATIONS

10. For Licensees that intend to sell alcohol, the outdoor area shall be physically designated with ropes, fencing or other barriers and no space outside the designated area shall be used for the service of alcohol.
11. The Licensee shall comply with and enforce all rules, orders and guidance of the Governor, the Department of Public Health and the Town of Montague Board of Health relative to COVID-19 safety measures, including but not limited to gathering size limits and face covering requirements.
12. The Licensee shall be solely responsible for cleaning the outdoor area and securing tables, chairs and equipment when the area is not in use.
13. The Business Owner shall carry Workers' Compensation Insurance as required by the Commonwealth of Massachusetts for all employees and those of its contractors and/or subcontractors, as well as **Commercial General Liability in the amount of \$1,000,000 individual and \$2,000,000 aggregate**. The Town shall be specifically named as an "additional insured" for General Liability coverage and for Liquor Liability coverage, where applicable. Business Owner shall furnish a certificate of insurance to the Town prior to commencing activities on the public space. Insurance shall be maintained for the full term of this license and where such insurance is renewed or replaced the Owner shall furnish the Town with a certificate of insurance evidencing the same.
14. Licensee acknowledges and agrees that certain discretionary permits, licenses and approvals will be required to serve alcohol and/or food in the outdoor area and that nothing herein shall be deemed to waive Licensee's obligations to apply for and comply with all such permits, approvals and conditions governing the use of the outdoor area and the Town does not hereby guarantee that any such permits, licenses or approvals will be granted. The Town will waive its own fees for permits deemed essential to establishing and maintaining the outdoor operation.
15. Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by the Licensee.
16. Licensee shall ensure that all structures comprising the Premises, including but not limited to chairs, tables, fencing, bollards and planters will be easily removed during at the expiration of this License. All such items shall be removed no later than the last effective date of this License.
17. Licensor makes no representation as to the operation, presence, or adequacy of any utilities and Licensor has no obligation to supply any such utilities to the Premises.
18. Licensee shall at all times comply with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

## **RULES AND REGULATIONS**

19. Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.
20. Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Town with regard to the collection and disposal of refuse or debris.
21. The Town is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.
22. Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.
23. Licensee shall not conduct any operations upon the Premises except for those that are expressly authorized by the terms of the License.
24. Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.
25. Licensee agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.
26. The Town reserves the right and the Licensee shall permit the Town and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's use.
27. This License is terminable at any time by the Town for any violation of these Rules and Regulations or any other applicable law or for convenience.
28. This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.
29. This License may not be modified except in writing, duly executed by both parties.
30. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided,



## 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, WILLIAM MCKERCHIE 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.

am Cer  
Name: WILLIAM (BILLY) MCKERCHIE

3/18/21  
Date:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/21

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> Dale A Frank Insurance Agency, Inc. PO Box 455 Sunderland, MA 01375		<b>CONTACT NAME:</b> Cecilia Olsen <b>PHONE (A/C, No, Ext):</b> 413-665-8324 <b>E-MAIL ADDRESS:</b> info@DaleFrankInsurance.com <b>FAX (A/C, No):</b> 413-665-1280	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> AmTrust	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
Sow Loud LLC  
DBA The Upper Bend Cafe + Bruncheonette  
111 N Silver Lane  
Sunderland, MA 01375

**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		WPP1884994 00	11/01/20	11/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TWC3915306	11/01/20	11/01/21	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Town Of Montague

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cecilia Olsen

## WendyB-Montague Board of Selectmen

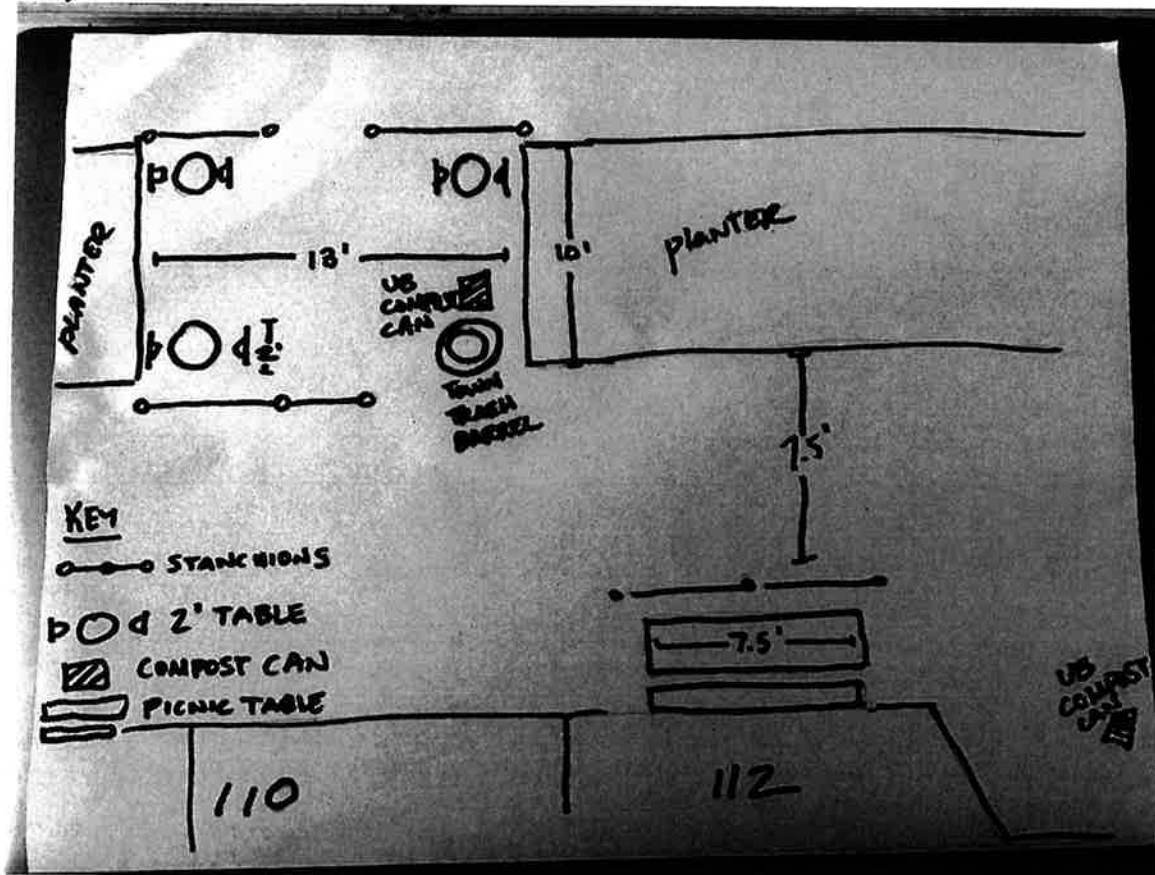
**From:** The Upper Bend <hello@upperbend.com>  
**Sent:** Thursday, May 6, 2021 2:11 PM  
**To:** WendyB-Montague Board of Selectmen  
**Subject:** Re: Certificate of Insurance

Hi Wendy,

Attached is a revised drawing of our outdoor seating, adjusted and including stanchions to separate tables from foot traffic. As you'll see, we are hoping to use the space b/w the planters in front of the restaurant. It is the only way to reasonably rope off the tables and maintain accessibility along the sidewalk.

Please let me know if you need any additional information.

Thanks in advance,  
Billy



On Tue, Apr 20, 2021 at 2:24 PM WendyB-Montague Board of Selectmen <selectscty@montague-ma.gov> wrote:

Great, then I will schedule you on an agenda. Wendy



## WendyB-Montague Board of Selectmen

---

**From:** WPCF Superintendent  
**Sent:** Thursday, May 20, 2021 11:45 AM  
**To:** WendyB-Montague Board of Selectmen  
**Cc:** StevenE - Montague Town Administrator  
**Subject:** Agenda Items  
**Attachments:** Abatements\_Cover\_Sheet\_FY2021\_3.pdf; Abatement FY 2021 1st half 21 Bernardo Dr Dept Local Services.pdf

Hey Wendy,

I am requesting to add the following to the next Selectboard meeting agenda:

-Sewer Use Abatements FY21 (x2)

I anticipate approximately 5 mins for these. Thanks!

Chelsey Little, BSBS MPH

Superintendent

Montague Water Pollution Control Facility

She/Her/Hers

IT IS OUR COLLECTIVE  
AND INDIVIDUAL  
RESPONSIBILITY...  
TO PRESERVE AND TEND TO  
THE WORLD IN WHICH  
WE ALL LIVE

Dalai Lama

# Sewer Abatement FY 2021 Billing Period

#	Location	Reason for Request	Superintendent Recommendation	Updated Info	Notes (\$14.56/1000gallon)
1	32 Center St, Montague Center	Lower summer usage than winter usage (previous owner had leak in the winter readings)	ABATE \$349.44		Billed amount: \$553.28 for 38,000 gallons
2	21 Bernardo Dr, Montague	Incorrect rate applied (should have been metered, was on flat rate.)	ABATE \$1,696.14		Used summer usage for calculation (14,000 gallons, \$203.84) As outside time period, Applied to MA Dept of Revenue, Approved April 28, 2021
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Property sales - not abated, it is the responsibility of the seller/buyer to obtain utility information and determine an equitable solution with respect to payment obligations to the town prior to closing.

Toilet leaks - not abated, water that goes through plumbing devices and reaches the sewer is billed because it is conveyed by the sanitary sewer and treated at the WWTP.



**DLS**  
DIVISION OF LOCAL SERVICES  
MA DEPARTMENT OF REVENUE



Geoffrey E. Snyder  
Commissioner of Revenue

Sean R. Cronin  
Senior Deputy Commissioner

**APPROVAL NOTICE**  
**APPLICATION FOR AUTHORITY TO ABATE LOCAL TAXES OR CHARGES**  
**General Laws Chapter 58, § 8**

<b>Applicant</b>	Superintendent WPCF	<b>Date</b>	April 28, 2021
<b>City/Town</b>	Montague	<b>Identification</b>	21 Bernardo Drive
		<b>Our File No.</b>	2021-351

You are authorized to abate the following taxes or charges included in your application for authority to abate under G.L. c. 58, § 8.

<b>Type</b>	Sewer User Charges
<b>Years</b>	FY 2018-2020
<b>Amount</b>	\$1,696.14

**AUTHORIZATION CONDITIONS**

1. The abatement may be granted only after payment in full of all unabated and outstanding taxes, interest, costs and charges in connection with this application.
2. This authorization may not be transferred to any other taxpayer, person or entity without the prior written approval of this Department.
3. No additional amounts attributable to the years in question, whether for interest, costs or otherwise, may be abated without the prior written approval of this Department.
4. This authority must be fully exercised within 6 months of the date of this notice. If not exercised within that time period, it is void and no abatement may be granted without a prior written renewal from this Department.
5. Abatement records must show that the abatement was granted under G.L. c. 58, § 8.

Sean R. Cronin  
Senior Deputy Commissioner of Local Services

SRC: JFC  
CC: Tax Collector

13

## WendyB-Montague Board of Selectmen

---

**From:** Brian McHugh <bmcugh@fcrhra.org>  
**Sent:** Thursday, May 20, 2021 10:11 AM  
**To:** WendyB-Montague Board of Selectmen  
**Subject:** Agenda Items

Hi Wendy,

Can you put me on Monday's agenda for the following items?

1. Approve pay requisition #3 to Sciaba Construction for the Spinner Park Restoration Project
2. Approve pay requisition #13 to Berkshire Design for the Spinner Park Restoration Project
3. Approve contract extension between Town of Montague and Scaiba Construction from June 1, 2021 to June 30, 2021 for the Spinner Park Restoration Project.
4. Approve contract extension between Town of Montague and Berkshire Design Group from June 1, 2021 to June 30, 2021 for the Spinner Park Restoration Project.

I'll send the docs later this morning.

Thanks.

Brian

Brian P. McHugh  
Director of Community Development  
Franklin County Regional Housing & Redevelopment Authority  
241 Millers Falls Road, Turners Falls, MA 01376  
(413) 223-5224



*Franklin County Regional Housing and Redevelopment Authority email messages are public records except when they fall under one of the specific statutory exemptions. This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.*





## AUTHORIZATION TO DISBURSE No. 3

**TOWN OF MONTAGUE FY19 (6C)  
SPINNER PARK RESTORATION PROJECT  
Contractor: Sciaba Construction Corporation  
1801 Main Street  
Walpole, MA 02081-1433**

Date: May 20, 2021

Original Contract Amount:	\$282,200.00
Addenda	24,942.26
Total Contract	307,142.26
Total Paid to Date:	99,579.00
Balance:	207,563.26
This Invoice:	<b>37,339.35</b>
Balance:	170,223.91

Work Items Complete:

See attached Application &amp; Certification for Payment for period to: 4/30/21

FY2019 CDBG

I have reviewed this invoice on May 20, 2021 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 37,339.35

---

Director of Community Development – HRA

I hereby authorize the above payment

**TOWN of MONTAGUE**

---

Authorized signature  
Chair, Selectboard

---

Authorized signature  
Selectboard

---

Authorized signature  
Selectboard

# APPLICATION AND CERTIFICATION FOR PAYMENT

## TO OWNER:

Town of Montague  
One Avenue A  
Turner Falls, MA 01376  
FROM CONTRACTOR:  
Sciaba Construction Corporation  
1801 Main street  
Ware, MA 02081

## PROJECT:

Spinner Park Restoration  
One Avenue A, Turner Falls, MA  
FY 19 CDBG  
VIA ARCHITECT:  
The Berkshire design grouping  
4 Allen Place  
Northampton, MA 01060

## CONTRACT FOR SPINNER PARK RESTORATION

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	282,200.00
2. Net change by Change Orders	\$	24,942.26
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	307,142.26
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	144,124.58
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	7,206.23
(Column D + E on G703)		
b. <u>      </u> % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column J of G703)	\$	7,206.23
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	136,918.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	99,579.00
8. CURRENT PAYMENT DUE	\$	37,339.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	170,223.91

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$24,942.26	
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$24,942.26	

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

APPLICATION NO: 3

Distribution to:

PERIOD TO: 03/29/21

☒ OWNER  
☒ ARCHITECT  
☐ CONTRACTOR

PROJECT NO: FY 19 CDBG

## CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current Payment shown herein is now due.

## CONTRACTOR:

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

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Notary Public: \_\_\_\_\_ day of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 37,339.35

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:  Date: 5-20-2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 5/5/21

PERIOD TO: 5/5/21

ARCHITECT'S PROJECT NO: FY 19 CDBG

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.01	General Conditions  Mobilization Bonds & Insurance Supervision Project Management Field Survey & Equipment Temporary Fence Storage Container Privy Dumpster & Clean Generate Initial Schedule Schedule Updates Procure As-Builts Submittals & Mockup Demobilization	\$12,250.00	\$12,250.00	\$0.00	\$0.00	\$12,250.00	100.00%	\$0.00	\$612.50
1.02		\$5,200.00	\$5,200.00	\$0.00	\$0.00	\$5,200.00	100.00%	\$0.00	\$260.00
1.03		\$8,000.00	\$1,600.00	\$0.00	\$0.00	\$3,200.00	40.00%	\$4,800.00	\$160.00
1.04		\$3,500.00	\$700.00	\$0.00	\$0.00	\$1,400.00	40.00%	\$2,100.00	\$70.00
1.06		\$5,000.00	\$500.00	\$0.00	\$0.00	\$2,000.00	40.00%	\$3,000.00	\$100.00
1.07		\$2,750.00	\$2,750.00	\$0.00	\$0.00	\$2,750.00	100.00%	\$0.00	\$137.50
1.09		\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
1.10		\$700.00	\$140.00	\$0.00	\$0.00	\$280.00	40.00%	\$420.00	\$14.00
1.11		\$800.00	\$160.00	\$0.00	\$0.00	\$320.00	40.00%	\$480.00	\$16.00
1.12		\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
1.13	\$600.00	\$120.00	\$0.00	\$0.00	\$240.00	40.00%	\$360.00	\$12.00	
1.14	\$2,500.00	\$500.00	\$0.00	\$0.00	\$1,000.00	40.00%	\$1,500.00	\$50.00	
1.15	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$750.00	\$0.00	
1.16	\$1,500.00	\$300.00	\$0.00	\$0.00	\$600.00	40.00%	\$900.00	\$30.00	
1.17	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00	
	Sub-total	\$49,800.00	\$27,970.00	\$5,020.00	\$0.00	\$32,990.00	66.24%	\$16,810.00	\$1,449.50
31-2000	Site Preparation & Demolition								
	Silk sacks	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
	Sawcutting	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
	Disconnect Power, Lights & Poles & Stockpile	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
	Remove & Store Site Furnishings	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
	Remove & Dispose Light Poles	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
	Remove & Dispose Bituminous Concrete	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
	Remove & Dispose Retaining Walls	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
	Remove & Dispose Existing Concrete Sidewalk	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
	Cut & Remove Trees	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
	Remove & Dispose Misc. Site Items	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
	Protect Existing Sculpture & Plaque	\$3,000.00	\$750.00	\$450.00	\$0.00	\$1,200.00	40.00%	\$1,800.00	\$60.00
	Sub-total	\$27,500.00	\$25,250.00	\$450.00	\$0.00	\$25,700.00	93.45%	\$1,800.00	\$1,285.00
31-5001	Excavation, Filling & Grading								
	Strip & Stockpile Topsoil	\$4,000.00	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	75.00%	\$1,000.00	\$150.00
	Exterior rough grading, cutting & filling	\$5,000.00	\$0.00	\$2,250.00	\$0.00	\$2,250.00	45.00%	\$2,750.00	\$112.50
	Furnish & Install gravel for footings	\$2,500.00	\$0.00	\$2,125.00	\$0.00	\$2,125.00	85.00%	\$375.00	\$106.25
	Sub-total	\$11,500.00	\$2,000.00	\$5,375.00	\$0.00	\$7,375.00	64.13%	\$4,125.00	\$368.75
	SHEET TOTAL	\$88,800.00	\$55,220.00	\$10,845.00	\$0.00	\$66,065.00	74.40%	\$22,735.00	\$3,303.25

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3  
APPLICATION DATE: 5/5/21  
PERIOD TO: 5/5/21  
ARCHITECTS PROJECT NO: FY 19 CDBG

A	B	C	D		E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)							
32-1216	Bituminous Concrete Paving Furnish & Install Gravel Base Furnish & Install Bituminous Concrete Paving	Balance forward \$88,800.00	\$55,220.00	\$10,845.00	\$0.00	\$66,065.00	74.40%	\$22,735.00	\$3,303.25	
		\$1,000.00 \$2,000.00 Sub-total \$3,000.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	0.00% 0.00% 0.00%	\$1,000.00 \$2,000.00 \$3,000.00	\$0.00 \$0.00 \$0.00	
32-1300	Cast-in-place Concrete Furnish & Install form work Furnish & Install Rebar & wire reinforcement Furnish & Install Joint Sealants & Expansion Joints Furnish & Install Concrete	Sub-total \$6,000.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	0.00% 0.00% 0.00% 0.00% 0.00%	\$1,500.00 \$1,200.00 \$1,300.00 \$2,000.00 \$6,000.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
32-1313	Fiber Reinforced Concrete Sidewalk Furnish & Install form work Furnish & Install reinforcement and dowels Furnish & Install Concrete Furnish & Install Expansion & Isolation Joints Furnish & Install Joint & Concrete Sealant	Sub-total \$15,500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	0.00% 0.00% 0.00% 0.00% 0.00% 0.00%	\$5,000.00 \$3,000.00 \$1,500.00 \$3,000.00 \$3,000.00 \$15,500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
32-1400	Unit Paving Furnish & Install Setting Bed Furnish Pavers Install Pavers	Sub-total \$27,000.00	\$2,000.00 \$15,000.00 \$10,000.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	0.00% 0.00% 0.00% 0.00%	\$2,000.00 \$15,000.00 \$10,000.00 \$27,000.00	\$0.00 \$0.00 \$0.00 \$0.00	
32-2000	Site Improvements Furnish & Install Construction Sign Furnish 6' Benches Install 6' benches Furnish 8' Benches Install 8' Benches Furnish Granite Seat wall blocks & Granite Curb	Sub-total \$59,600.00	\$1,600.00 \$3,800.00 \$1,200.00 \$3,800.00 \$1,200.00 \$48,000.00 \$59,600.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,600.00 \$0.00 \$0.00 \$0.00 \$0.00 \$48,000.00 \$49,600.00	100.00% 0.00% 0.00% 0.00% 0.00% 100.00% 83.22%	\$0.00 \$3,800.00 \$1,200.00 \$3,800.00 \$1,200.00 \$0.00 \$10,000.00	\$80.00 \$0.00 \$0.00 \$0.00 \$0.00 \$2,400.00 \$2,480.00	
	SHEET TOTAL	\$199,900.00	\$104,820.00	\$10,845.00	\$0.00	\$115,665.00	57.86%	\$84,235.00	\$5,783.25	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 5/5/21

PERIOD TO: 5/5/21

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>Balance Forward</b>	<b>\$199,900.00</b>	<b>\$104,820.00</b>	<b>\$10,845.00</b>	<b>\$0.00</b>	<b>\$115,665.00</b>	<b>57.86%</b>	<b>\$84,235.00</b>	<b>\$5,783.25</b>
	Install Granite Seat wall & Granite curb	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,900.00	\$0.00
	Furnish Decorative Anti-Skate Guard	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
	Install Decorative Anti-Skate Guard	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
	Furnish Trash Receptacles	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
	Install Trash Receptacle	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	\$0.00
	Reinstall Plaque	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	\$0.00
	Reinstall base for sculpture	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,600.00	\$0.00
	Furnish & Install Hose Bib	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$50.00
	<b>Sub-total</b>	<b>\$15,900.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>6.29%</b>	<b>\$14,900.00</b>	<b>\$50.00</b>
	<b>Planting</b>								
	Furnish & Install Loan & Fertilizers	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,400.00	\$0.00
	Furnish Plants	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
	Install Plants	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
	<b>Sub-total</b>	<b>\$20,400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$20,400.00</b>	<b>\$0.00</b>
	<b>Storm Drainage</b>								
	Furnish & Install drainage pipe	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
	Furnish & Install drain structures	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
	Furnish & Install fittings & Bends	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
	Furnish & Install Castings	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
	Test drainage system	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
	<b>Sub-total</b>	<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$500.00</b>
	<b>Site Electrical</b>								
	Furnish & Install new Panel boards	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
	Furnish & Install new feeders	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
	Furnish & Install new junction boxes	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00
	Furnish & Install Light bollards	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00
	Furnish & Install Light poles	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00
	Furnish & Install sleeves, hangers and misc. Products	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
	Furnish & Install New self contained meter socket	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
	Testing & Warranty	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
	<b>Sub-total</b>	<b>\$36,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$36,000.00</b>	<b>\$0.00</b>
	<b>Grand Total</b>	<b>\$282,200.00</b>	<b>\$104,820.00</b>	<b>\$21,845.00</b>	<b>\$0.00</b>	<b>\$126,665.00</b>	<b>44.88%</b>	<b>\$155,535.00</b>	<b>\$6,333.25</b>

## ALA DOCUMENT G703

**PAGE 5 OF 5 PAGES**

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 3

Contractor's signed certification is attached.

APPLICATION DATE: 5/5/21

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 5/5/21

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO.:

[illegible]



**AUTHORIZATION TO DISBURSE No. 13  
Invoice # 2019-135-14  
TOWN OF MONTAGUE FY19 (6K)  
SPINNER PARK RESTORATION PROJECT  
Contractor: Berkshire Design Group. Inc.  
4 Allen Street  
Northampton, MA 01060**

Date: December 10, 2020

Original Contract Amount:	11,000.00
Addenda	6,500.00
Total Contract	17,500.00
Total Paid to Date:	15,400.68
Balance:	2,099.32
This Invoice:	<b>880.00</b>
Balance:	1,219.32

Work Items Complete:

See attached invoice #2019-135-15 dated: May 11, 2021	<b>FY2019 CDBG</b>
---	--------------------

I have reviewed this invoice on May 20, 2021 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 880.00

\_\_\_\_\_  
*Director of Community Development – HRA*

I hereby authorize the above payment

**TOWN of MONTAGUE**

\_\_\_\_\_  
*Authorized signature*  
Chair, Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard



# Berkshire Design Group

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

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

**INVOICE # 2019-135-15**

May 11, 2021

Project No: 2019-135

**Re: Spinner Park Bidding & Construction Administration**

For professional landscape architectural, civil engineering and land surveying services listed below for the period April 1, 2021 to April 30, 2021:

Email Invoices To: [bmchugh@fcrhra.org](mailto:bmchugh@fcrhra.org)

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Construction Documents	\$11,000.00	85.00%	8.00%	\$880.00
Additional Services - Electric	\$3,500.00	100.00%	0.00%	\$0.00
Additional Services - Electric II	\$3,000.00	100.00%	0.00%	\$0.00
	<u>\$17,500.00</u>			
<b>Subtotal Task Charges</b>				<b>\$880.00</b>
<b>INVOICE TOTAL</b>				<b>\$880.00</b>

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

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



**TOWN OF MONTAGUE**

And

**SCIABA CONSTRUCTION CORPORATION**

**SPINNER PARK RESTORATION PROJECT**

**CONTRACT**

**ADDENDUM #2**

**THIS ADDENDUM** made this 24th day of May, 2021 by and between the TOWN of MONTAGUE hereinafter referred to as the "Grant recipient", and SCIABA CONSTRUCTION CORPORATION, hereinafter referred to as the "Contractor".

**WITNESSETH THAT:** The "Grant Recipient" and the "Contractor" intend to amend their agreement dated the 30<sup>th</sup> day of March, 2020 in the following manner:

**4. TIME OF COMPLETION**

The Town of Montague and the General Contractor, Sciaba Construction Corporation, mutually agree to amend **Section 4.** of their contract to extend the time of completion to **June 30, 2021** to complete the entirety of the project.

All other terms of this AGREEMENT shall remain in effect unless expressly stated and agreed upon in writing by all parties.

**IN WITNESS WHEREOF**, the "Grant Recipient" has executed this Agreement as of the day and year first above written.

TOWN OF MONTAGUE

SCIABA CONSTRUCTION CORPORATION

---

Richard Kuklewicz, Selectboard – Chair

---

Edward Sciaba, Owner

**TOWN OF MONTAGUE**

And

**BERKSHIRE DESIGN GROUP****SPINNER PARK RESTORATION PROJECT****CONTRACT****ADDENDUM #2**

**THIS ADDENDUM** made this 24th day of May, 2021 by and between the TOWN of MONTAGUE hereinafter referred to as the "Grant recipient", and BERKSHIRE DESIGN GROUP, hereinafter referred to as the "Contractor".

**WITNESSETH THAT:** The "Grant Recipient" and the "Contractor" intend to amend their agreement dated the 25<sup>th</sup> day of November, 2019 in the following manner:

**4. TIME OF COMPLETION**

The Town of Montague and the Architectural Firm, Berkshire Design Group, mutually agree to amend **Section 6.** of their contract to extend the time of completion to **June 30, 2021** to complete the entirety of the project.

All other terms of this AGREEMENT shall remain in effect unless expressly stated and agreed upon in writing by all parties.

**IN WITNESS WHEREOF**, the "Grant Recipient" has executed this Agreement as of the day and year first above written.

TOWN OF MONTAGUE

BERKSHIRE DESIGN GROUP

---

Richard Kuklewicz, Selectboard – Chair

## WendyB-Montague Board of Selectmen

---

**From:** StevenE - Montague Town Administrator  
**Sent:** Tuesday, May 18, 2021 12:08 PM  
**To:** WendyB-Montague Board of Selectmen  
**Subject:** 5/24 agenda items - TA BUsiness  
**Attachments:** Montague TA\_TIP Public Input 05.18.21.pdf

Hi

Please include the following on Monday's Agenda

- Debrief on Annual Town Meeting
- Review TA's TIP Public Input Advocacy Letter

Steven Ellis  
Montague Town Administrator  
One Avenue A  
Turners Falls, MA 01376  
413-863-3200 x110  
[www.montague-ma.gov](http://www.montague-ma.gov)

Pronouns: Him/His (or just call me Steve)



Office of the Selectboard  
Town of Montague  
One Avenue A  
Turners Falls, MA 01376

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

May 18, 2021

Laurie Scarbrough  
FRCOG Transportation Planning Engineer  
12 Olive Street, Suite 2  
Greenfield, MA 01301

Dear Ms. Scarbrough

Please accept the following public comment relative to the Draft 2022-2026 Transportation Improvement Program for the Franklin Region, as presented for response by the Franklin County Transportation Planning Organization. As Montague Town Administrator and an FCTPO signatory, I commend the plan as presented and want to reinforce my advocacy relative to specific projects, as previously described at the May 6, 2021 public input session.

### **State Prioritized Reliability Projects**

***Project #612085 – Montague Bridge Replacement, M2816A, Sixth Street over Utility Canal (FY26)***

The Town is pleased to see this long awaited investment and urges the quickest feasible completion of the project. We request that it include removal of both existing bridges (M-28-16 and M-28-16A) and replacement with a vehicle bridge that accommodates pedestrians and utilities. M-28-16, the “temporary” bridge replacing the closed 16A decades ago, is presently the only bridge that local mutual aid aerial fire trucks can use to access to the Patch neighborhood, due to weight ratings. This bridge was closed for several months this past winter due to its physical condition. This entire district is presently being prepared for redevelopment and this is a critical economic development project as well.

***Project #609427 – Montague Bridge Replacement M28-026 South Street Over Sawmill River (FY24)***

The Town appreciates the commitment to this project and looks forward to returning this partially closed bridge to full service in the vicinity of Montague Center. It is critical to village circulation and the most direct link for public safety (Montague Center Fire) response to call on Route 63 and many areas immediately east of the center.

### **Regionally Prioritized Reliability Projects**

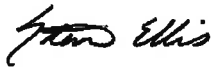
***Project #609427 – Montague Intersection Improvements at RT 63 and North Leverett Road (wait list)***

The Town is pleased to see that this project has received attention. It is a deadly dangerous intersection with poor site lines and an awkward four way traffic crossing. It has been the site of numerous accidents and fatalities. We urge that this is advanced in a future regional plan.

## **Other Essential Investment**

The Town wishes to express great concern regarding the long-term status of the North Leverett Road Bridge, M-28-034, which is presently reduced to single lane travel. It is a critical link for fire and other emergency services response to the Chestnut Hill/North Leverett area. MassDOT bridge reports show this bridge to be in urgent need of substantial repair or replacement, both of which are beyond local economic capacity to undertake. This bridge appears unlikely to remain in service if left unattended and the Town urges prioritization in the state or regional plan at the earliest possible date to prevent failure. This action would also further validate investment currently being made by the state and the Town to replace the East Chestnut Hill Loop Bridge, which is scheduled to be completed this summer.

Respectfully,

A handwritten signature in black ink, appearing to read "Steven Ellis".

Steven Ellis  
Town Administrator

Cc: Montague Selectboard  
Senator Jo Comerford  
Representative Natalie Blais

## UPSTAIRS

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

<b>M A Y</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>
	<b>31 Memorial Day</b>			
<b>J U N E</b>		<b>1</b>	<b>2</b>	<b>3</b>
	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>
	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>
	<b>28</b>	<b>29</b>	<b>30</b>	
<b>J U L Y</b>				<b>1</b>
	<b>5 July 4th</b>	<b>6</b>	<b>7</b>	<b>8</b>
	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>
	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>
<b>A U G U S T</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>
	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
	<b>30</b>	<b>31</b>		