

MONTAGUE SELECTBOARD MEETING

**Town Hall
1 Avenue A
Turners Falls, MA 01376**

Monday, July 26, 2021

Join Zoom Meeting: <https://us02web.zoom.us/j/83692742894>

Meeting ID: 836 9274 2894 **Password:** 847910

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

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes:
 - Joint Selectboard and Board of Health Meeting: June 28, 2021
 - Selectboard Meeting July 12, 2021
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:35 Pole Location Hearing
 - Eversource is requesting installation of one new pole, for a riser and recloser, to support solar site interconnection. Pole is to be located on western side of Sandy Ln., 16' from the street centerline, approximately 600 ft. south of intersection with Turnpike Road.
5. 6:40 Ratify Vote:
 - Declaration of Emergency, July 18, 2021 at 4:45 AM
 - End of Declaration of Emergency, July 22, 2021 at 11:15 AM
6. 6:50 Entertainment License:
 - Lake Pleasant Village Association, Rutter's Park, 9/18/21 (rain date 9/19/21) 1:00 PM to 4:00 PM
7. 6:55 Use of Public Property:
 - Turners Falls Softball Team, Helmet Drive, Avenue A/Third Street and Avenue A/Seventh Street, 7/29/21, 4:00 PM to 7:00 PM

MONTAGUE SELECTBOARD MEETING

**Town Hall
1 Avenue A
Turners Falls, MA 01376
Monday, July 12, 2021**

8. 7:00 Use of Public Property and Tables and Chair Permit,
 - Chris Menegoni, 109 Avenue A, Daily 10:00 AM to 7:00 PM
9. 7:05 License for Extended Use of Public Property for Outdoor Retail and Dining
 - Pioneer Valley Brewery, 151 Third Street, 7/27/21 to 11/30/21
10. 7:10 Pioneer Valley Brewery
 - 1 Day Beer & Wine License @147 Second St., 8/20/21, 7:00 PM to 11:00 PM
 - Extend Entertainment License to 147 Second St., 8/20/21 7:00 PM to 11:00 PM
11. 7:15 1 Day Beer & Wine License, 27 Center Street, Montague, 8/21/21, 2:00 PM to 11:00 PM
 - Pioneer Valley Brewery, 151 Third Street, Turners Falls
 - Progression Brewing Company, 9 Pearl Street, Northampton
 - Building 8 Brewing, 320 Riverside Drive, Florence
12. 7:25 Entertainment License
 - Montague Village Store, 60 Main Street, Montague, Music and Outdoor Movie, Thursday's, 5:00 PM to 7:00 PM
13. 7:30 Personnel Board
 - Accept resignation of Deb Henson from the Conservation Commission
 - Appoint Tobias Carter (currently alternate) to Conservation Commission term expiring 6/30/2022
 - Accept resignation of Moon Morgan from the Montague Economic & Industrial Corp.
 - Vacancies:
 - Conservation Commission: Associate Member
 - MEDIC: Member with experience in real estate, at large member
14. 7:40 Walter Ramsey, Town Planner
 - Authorize Mass Humanities FY21 Expanded Massachusetts Stories Grant Application: Peskeompskut Self-Guided Audio Tour
 - Authorize Real Estate Tech Assistance FY22 Grant Application- Strathmore Mill Structural Assessment and Property Reuse Assessment
 - Execute Confirmatory Order of Taking for 5th Street Canal District Gateway Enhancement Project, project updates
 - Execute FY21 Green Communities Grant Agreement: \$64,728 for energy efficiency projects at WPCF, Millers Falls library, and public parking lots
 - Shared Streets Grant: Authorize procurement services contract with FRCOG, up to \$1,600 and engineering services contract with Stantec, up to \$10,000
15. 8:00 Discussion of ARPA Spending Priorities

MONTAGUE SELECTBOARD MEETING

**Town Hall
1 Avenue A
Turners Falls, MA 01376**

Monday, July 12, 2021

16. 8:10 Town Administrator's Report
- COVID Case Count Update
 - Update on Mosquito Control Program
 - Council on Aging Roof Project Change Order and Next Steps
 - Declare Surplus Property: Town Hall Vehicle Steel Shed
 - Update on Advocacy for increased reimbursement for state owned land
 - Spanish version of Police Advisory Final Reports posted to Towns website
 - Topics not anticipated in 48 hour posting

OTHER

NIGHT SKATE - The Unity Skatepark will be illuminated by light towers until 10:00 PM on Saturday, JULY 31.

Anticipated Next Meeting Date: Monday, August 9, 2021 at 6:30pm

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

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To the Board of Selectmen of the Town of **Montague**, Massachusetts

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

request permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

PURPOSE AND DESCRIPTION:

Eversource to install one new pole, for a riser and recloser, to support solar site interconnection. Pole is to be located on western side of Sandy Ln., 16' from the street centerline, approximately 600 ft. south of intersection with Turnpike Rd.

Proposed pole 235/4M will be located 130' south of existing pole 235/4, and 75' north of existing pole 235/5.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan field herewith and made a part hereof marked – **5004545**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE ENERGY

By Michael Goetchius
Wagner Tech

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 7th day of June, 2021

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Board of Selectmen of the Town of **Montague**, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated this 7th day of June, 2021.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **5004545** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

PURPOSE AND DESCRIPTION:

Eversource to install one new pole, for a riser and recloser, to support solar site interconnection. Pole is to be located on western side of Sandy Ln., 16' from the street centerline, approximately 600 ft. south of intersection with Tumpike Rd.

Proposed pole 235/4M will be located 130' south of existing pole 235/4, and 75' north of existing pole 235/5.

Also that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Montague**, Massachusetts held on the 26 day of July, 2021.

Clerk of Selectmen

We hereby certify that on July 26 2021, at 6:35 o'clock PM, at 1 Avenue A / 200m a public hearing was held on the petition of EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the Town of

Montague

Massachusetts.

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague, Massachusetts, on the _____ day of _____ 2021, and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

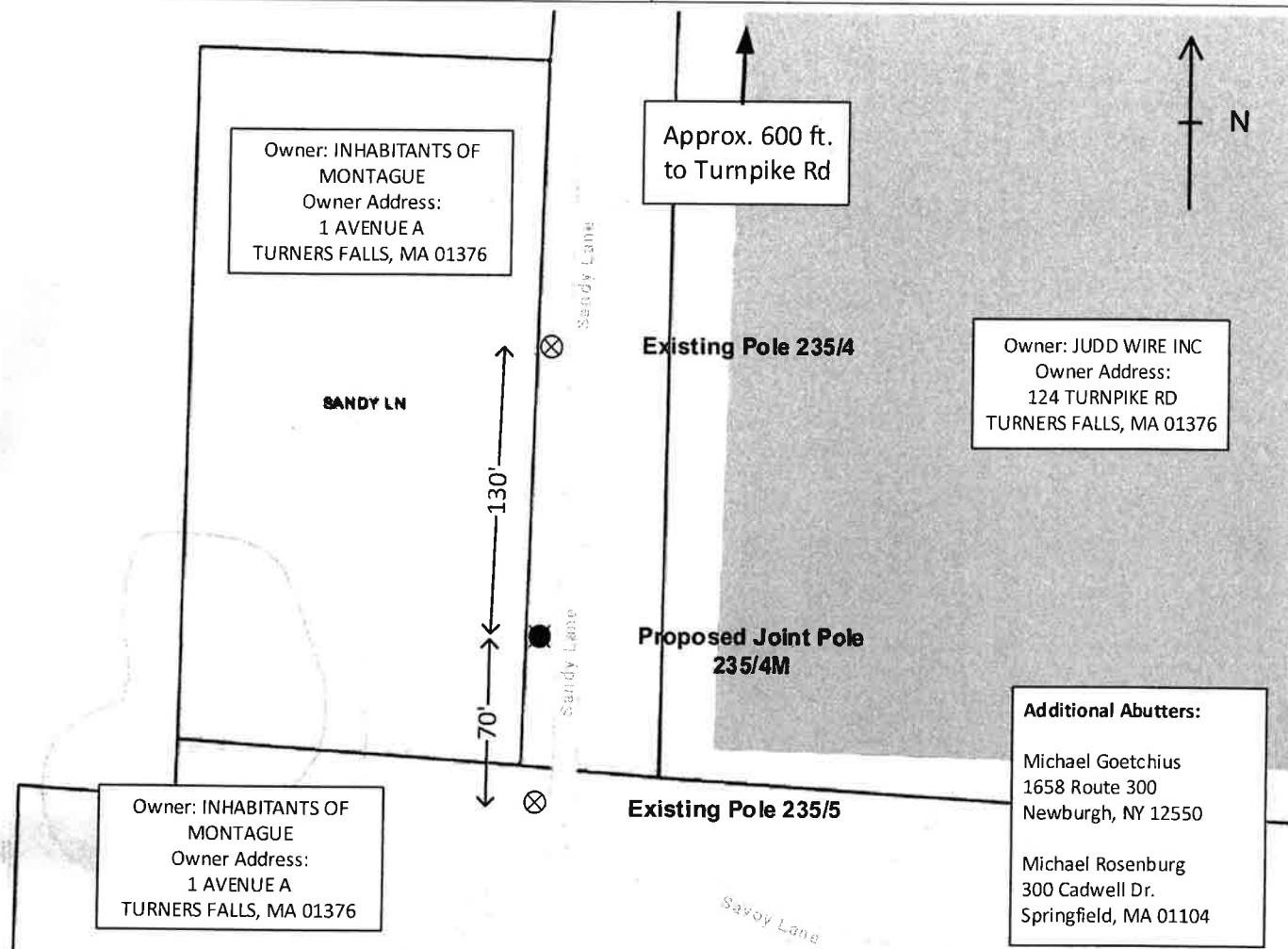
Town Clerk

Town

EVERSOURCE

CITY: Montague

STREET: Sandy Ln.



PURPOSE AND DESCRIPTION:

Eversource to install one new pole, for a riser and recloser, to support solar site interconnection. Pole is to be located on western side of Sandy Ln., 16' from the street centerline, approximately 600 ft. south of intersection with Turnpike Rd.

Proposed pole 235/4M will be located 130' south of existing pole 235/4, and 75' north of existing pole 235/5.

LEGEND			
PROPOSED JOINT POLE	⊗	HEXHOLE	⬢
PROPOSED EVERSOURCE POLE	●	HANDHOLE	Ⓜ
EXISTING JOINT POLE	⊗	MANHOLE	□
EXISTING EVERSOURCE POLE	○	PAD MOUNT TRANSFORMER	■
EXISTING FOREIGN POLE TO BE MADE JOINT	⊗	U.G. CONDUIT	---
EXISTING EVERSOURCE POLE TO BE MADE JOINT	⊗	U.G. PRIMARY CABLE	—P—
		U.G. SECONDARY CABLE	---S---

DRAWN BY:
Michael Goetchius
mgoetchius@wagnertech.com
845-875-8631

W.O.#:
5004545

PETITION #:
N/A

**DISTANCES ARE APPROXIMATE
NOT TO SCALE**

WendyB-Montague Board of Selectmen

Subject: FW: Montague - Double poles

Wendy -

As the Selectboard and many of the residents know, we are doing a lot of upgrade and reliability work in Turners Falls with many of our crews and subcontractors on the streets. After we complete our work, the telephone and cable companies follow to transfer their equipment. Our work for this year in Turners will be done in July - probably towards the end of July. We assume the other companies are waiting until we complete our work and out of the area before sending in their line trucks in to do their transfers.

Our Operations folks believe the other utilities will complete their transfers by the end of summer and then we will remove the poles.

Please let me know if you have any more questions.

mike

Michael F. Kane | Eversource | Community Relations Specialist
[REDACTED]



Town of Montague
1 Avenue A
Turners Falls, MA 01376

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

DECLARATION OF STATE OF EMERGENCY

WHEREAS, On Sunday, July 18, 2021 at 4:45 AM John Zellmann, as the Town of Montague Emergency Manager and Turners Falls Fire Chief declared a local declaration of emergency for the Town of Montague, Massachusetts

WHEREAS, In response to the significant rainfall and severe flooding of local rivers, other tributaries and municipal roadways in the Town of Montague, Massachusetts. We have observed significant damage to private and public property as well as critical infrastructure.

WHEREAS, the Montague Selectboard has determined that immediate public action is needed to prevent further damage to private and public property.

WHEREAS, the Montague Selectboard has recommended that the state of emergency be declared for the Town of Montague, Massachusetts

NOW THEREFORE, the Montague Selectboard, Massachusetts, hereby declares that as of 4:45 AM on Sunday, July 18, 2021 a state of emergency exists in the Town of Montague. This declaration of emergency shall remain in effect until further notice is given, pursuant to the judgement that a state of emergency no longer exists


Richard J. Kuklewicz, Selectboard Chair

July 19, 2021
Date

The Town of Montague is an equal opportunity provider and employer

The Commonwealth of Massachusetts

MASSACHUSETTS SENATE

SENATOR JO COMERFORD

Hampshire, Franklin and Worcester District

STATE HOUSE, ROOM 413C
BOSTON, MA 02133-1053
TEL. (617) 722-1532
WWW.MASENATE.GOV

Chair
JOINT COMMITTEE ON PUBLIC HEALTH

Chair
JOINT COMMITTEE ON COVID-19 AND
EMERGENCY PREPAREDNESS AND MANAGEMENT

July 22, 2021

Samantha Phillips, Director
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, Massachusetts 01702

Re: Financial Assistance for Small Towns with Recent Storm Damage

Dear Director Phillips,

Thank you for your service to the Commonwealth.

I am writing with pressing concern for the municipalities in my district that experienced significant damage as a result of the recent storms—specifically: Deerfield, Erving, Hadley, Leverett, Montague, New Salem, Northfield, Orange, Royalston, Warwick, and Wendell. These towns span all three counties in my district (Franklin, Hampshire, Worcester) and range in size from 780 to 8,316 people.

The reality on the ground, as you know, is grim. Entire roads and culverts have been washed out. Multiple towns have declared states of emergency. Some of the roads that have been washed out are the primary access roads in the region, and more.

I appreciate that you and Governor Baker are well aware of this situation. Just earlier this week, the Governor highlighted three of the eleven communities I write on behalf of today:

“Just this past weekend, we saw the critical role these culverts play during heavy rain events. Three communities, **Erving, Hadley and Orange** have seen culverts completely destroyed just from this weekend's storms alone. Replacement costs, on average, are approximately \$1 million per project ...and for communities of this size, a single lost culvert will have a devastating impact on the town's finances for years to come.”

I am grateful for your and the Governor's appreciation of the financial impact of these unexpected costs on the budgets of small municipalities. For example, while a single culvert may cost \$1 million to repair, Erving officials estimate total repairs in the town will cost multiple millions of dollars. This is an astronomical cost given that the town of Erving's entire FY22 budget is \$5.1 million. This crisis will have a devastating impact on the town's finances for years to come.

The Governor has not made a disaster declaration which would trigger state matching funds for these repairs. But the municipalities must make these timely and expensive repairs nonetheless, likely seeking a debt exclusion vote and driving up property taxes higher than their already sky-high levels.

I understand MEMA was on-site in most of these municipalities immediately after the storm hit, and I sincerely thank you and your team for continually showing up in moments of crisis.

The municipalities I represent remain in crisis, trying to figure out how to pay for these urgent repairs. Respectfully, I hope that MEMA assistance to them will not be considered complete until their fiscal crises are resolved as well with MEMA's financial support.

Thank you very much for your consideration. I am available to discuss any of the above further at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jo Comerford', with a stylized, cursive script.

Jo Comerford

State Senator

Hampshire, Franklin, Worcester district

cc:

Senate President Karen Spilka
Senate Ways and Means Chair Michael Rodrigues
Town of Deerfield
Town of Erving
Town of Hadley
Town of Leverett
Town of Montague
Town of New Salem
Town of Northfield
Town of Orange
Town of Royalston
Town of Warwick
Town of Wendell

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

Date of Application: 7/13/2021 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:

9/19/21
Rain
date

Sunday	from: <u>1 pm</u> to: <u>4 pm</u>	Thursday	from: _____ to: _____
Monday	from: _____ to: _____	Friday	from: _____ to: _____
Tuesday	from: _____ to: _____	Saturday	from: <u>1 pm</u> to: <u>4 pm</u>
Wednesday	from: _____ to: _____	Legal Holiday	from: _____ to: _____

9/18/2021

This is a "special entertainment permit" request? ☒ yes ☐ no

This is an annual renewal? ☐ yes ☒ no

1. NAME OF APPLICANT: Lake Pleasant Village Association TELEPHONE: 413-404-6865

2. D/B/A: Events planner - Sue Fontaine

3. PREMISES: Oswasso Ave, Lake Pleasant, MA BUSINESS PHONE: _____

4. The specific categories of licensed entertainment sought to be approved are: out door music

_____ 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 Rutter's pavilion & grounds
☐ Instrumental Music number of instruments & amplifiers 2
☐ Live Vocalists number of persons/type of show 2 Father & son
☐ Exhibition type DJ
☐ 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: N/A Allowed: _____ Number of People: 75-100 Allowed: _____

Outdoors: Size of area to be used: RUTTER'S PARK Available Parking: YES

Alcohol to be served: NO

Susan M Fontaine

Applicant Signature

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

7/22/21
Date

Board of Health

Fire Department, Chief

Date

Police Department, Chief

Date

Board of Selectmen, Chairman

Date

7



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: Marisa Dalmaso-Rode
Address of applicant: 95 Washington Street, Greenfield, MA. 01301
Phone # of applicant: 413-824-7885
Name of organization: Turners Falls High School Softball Team
Name of legally responsible person: Gary Mullins
Location of assembly: Ave A / 3rd Street & Ave A / 7th Street
Date of assembly: Thursday, July 29th 2021
Time of assembly: Begin: 4:00 p.m. End: 7:00 p.m.
Number of expected participants: 10-15

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Helmet Drive to Raise funds for State
Championship Jackets and Banquet.

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: 7-22-21

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



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: Christopher Menegoni
Address of applicant: 37 K Street
Phone # of applicant: 413 863 0023
Name of organization: Great Falls Market
Name of legally responsible person: Christopher Menegoni
Location of assembly: 109 Avenue A
Date of assembly: Daily
Time of assembly: Begin: 10 AM End: 7 PM
Number of expected participants: 10 - 12

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: _____

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

Signatures:

Police Chief: _____

Date: _____

7-12-21

Comments/Conditions: _____

Board of Selectmen, Chairman: _____

Date: _____

Comments/Conditions: _____

BOARD OF SELECTMEN
TOWN OF MONTAGUE

TABLES AND CHAIRS LICENSE

YEAR 2021
FEE: \$

Permit No.
Date:

The undersigned petitions the Montague Board of Selectmen for license to place tables and chairs at the location specified in the application.

LOCATION: 109 Avenue A BUSINESS: Grant Falls Market
OWNER: Christopher Mueggen MANAGER: Bridget Chatter

1. The granting and use of this license is in accordance with the Policies for Placing Tables and Chairs in a Public Way approved by the Board of Selectmen June 17, 2002. Compliance with the Policies are a condition of this license.
2. I/We agree to indemnify and hold the Town of Montague harmless from all claims for damage whatsoever arising from the occupation of said public ways under this license. A Certificate of Insurance is attached and will be maintained in the amount of \$500,000/\$500,000.
3. I/We have read the Policies and agree to abide by all conditions stated.

By: Christopher Mueggen

Address: 37 K Street

Telephone #: 413 863 0023

This license and the location diagram shall be available at the requested location for inspection during the time of use to any enforcing officer of the Town.

Additional conditions:

Reviewed by: Superintendent of Public Works

W. A.

Signature and Date

7/12/21

The Montague Board of Selectmen voted the petition approved and license granted.
Date

Chair, Montague Selectboard

cc: Police Dept.

F:\Bldg\TablesChairsPermit 20Aug01.doc

→ New buds ?

~~Side bank~~

11.5.37

6.7.1

o o o o o

Open side with

555

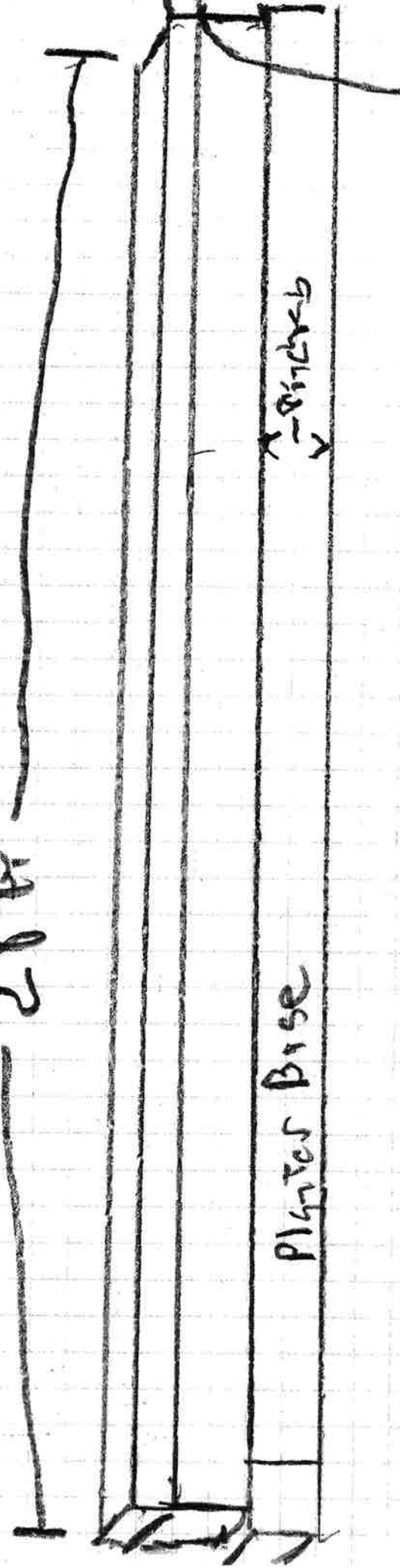
marker → side

28 ft

Plyter Base

1st Bench

1st Bench
Riser



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

Name of Business: Pioneer Valley Brewery
Address: 151 3rd Street Turners Falls MA 0376
Owner Name: Stephen Valeski / Chris Fontaine
Owner Phone: 413-433-5307
Owner Email: Steve@pioneervalleybrew.com
Manager Name: Chris Fontaine
Manager Phone: SAME
Manager Email: SAME

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

*Pap up tent
Possible future event*

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: 7/27/21 End Date: November 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):

7 Days per week 12p.m. 10p.m.

Daily maintenance and cleaning plan:

Wipe down tables as needed.
Pick up Trash

Plan for securing fixtures during evening and closed hours:

Chain high Dollar Items

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 issued 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.

(If different from Business owner)

Owner Signature: [Signature]

Landlord signature: _____

Name (printed): Stephen J. Valeski

Name (printed): see attached email

Date: 7/20/21

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

John Zellman
[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

7/20/2021



Town of Montague, Massachusetts

Web GIS Maps and Online Property Information

by MainStreetGIS, LLC [Town Website](#)

[User Guide](#) [Feedback](#) [Disclaimer](#)

Base Map: Town Base Map



Address

Parcel ID

Owner

04

GIS Map | [Street View](#) | [Tax Maps](#) | [Other Maps](#) | [GIS Links](#)



Layers | Property | **Selection**

Clear Save Mail Zoom

Selected: 0 (Use selection tool)

1: 1174



WendyB-Montague Board of Selectmen

From: David LaRue <laruefilms@yahoo.com>
Sent: Wednesday, July 21, 2021 5:42 PM
To: Stephen Valeski
Cc: WendyB-Montague Board of Selectmen; Chris Fontaine; Michael McManus - Powder Hollow Brewery
Subject: Re: License to extend use of public property for outdoor retail and dining

Hey guys and whom it may concern, I David LaRue, owner of building located at 151 third street, approve of PVB use of property for expansion of retail space. Let me know if you need any further documents.

David LaRue
Key Grip/Owner
Steel Raven Grip and Lighting
917-880-8511

On Jul 20, 2021, at 5:43 PM, Stephen Valeski <steve@pioneervalleybrew.com> wrote:

Hi Dave:

We are working with the town to request to use public space for expansion of retail and dining. I have enclosed the application and email from Wendy at the town selectmen's office for your review. Can you please review for your approval, signature or email approval before the selectmen's meeting on Monday. Questions please reach out to me or Wendy at the town hall. Thank you for your time.
Stephen

On Tue, Jul 20, 2021 at 5:21 PM WendyB-Montague Board of Selectmen <selectscty@montague-ma.gov> wrote:

Hi Steve:

Attached is the license application for extended use of public property for outdoor retail and dining that you filled out earlier today for discussion at the Selectboard meeting on Monday, 7/26/21. I did check on the landlord signature and it is required to approve your permit. If he cannot sign the document (scan copy is acceptable) can you have him send an email stating he approves of you applying for the license for extended use of public property for outdoor retail and dining.

I will post the Meeting agenda with the ZOOM link on the Towns website on Thursday, July 22 by 6:30 PM. See Link: <https://www.montague-ma.gov/d/5406/Selectboard-Meeting>

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. Licenser makes no representation as to the operation, presence, or adequacy of any utilities and Licenser 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, Stephen Valeski, 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.

Stephen Valeski
Name:

7/20/21
Date:

LOA

x

DATE OF EVENT BEING APPLIED FOR: 8/20/2021

- Steve Valesky and Chris Fontaine, 151 3rd St, Montague 01376

- Select Board Chair Signature:**

11
A

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

CHECK ONE

- x 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: 8/21/20

1. Full name, address and phone number(s) of the organization making this application:
Pioneer Valley Brewery, 151 3rd St, Montague, MA 01376
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Stephen Valeski 151 3rd St. Tupper Falls MA
413-433-5307
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES x NO
4. Nature of Event Barbes / Number of Attendees 1,000 +
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES NO x
6. Location where event shall be held: 27 Center St. Montague
7. Has the approval of the property owner been obtained? YES x NO
8. Exact times of the license: FROM 2:00 o'clock AM/PM TO 11:00 o'clock PM AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES x NO x If so, when? 8/20/21
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 x
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? Date

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: _____	Dates License Issued for: _____	
Police Chief Signature: _____	_____	
Select Board Chair Signature: _____	_____	

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

8

DATE OF EVENT BEING APPLIED FOR: 6/21/2021

1. Full name, address and phone number(s) of the organization making this application:
Progression Brewing Company
9 Pearl Street, Northampton, MA 01060 Phone: (413) 341-3517
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Zachary Wright
11 Bridge Street, Millers Falls, MA 01349 Phone: (413) 834 - 2179
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES X NO
4. Nature of Event Music festival Number of Attendees 1500-2000
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES NO X
6. Location where event shall be held: 27 Center Street, Montague, MA 01351
7. Has the approval of the property owner been obtained? YES X NO
8. Exact times of the license: FROM 2pm o'clock AM/PM TO 10:30pm o'clock AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES NO X If so, when?
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 X
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? Yes Date 7/16/2021

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

7/16/2021

Date _____

Office Use Only:

Date Approved:

Days Permit Issued For:

Dates License Issued for:

Police Chief Signature:

Select Board Chair Signature:

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.1
For coursework completed on July 7, 2021
provided by Health Communications, Inc.
is hereby granted to:

Zachary Wright

Certification to be sent to:

**11 Bridge St
Millers Falls MA. 01349-1339 USA**



HEALTH COMMUNICATIONS, INC.

This document is not proof of eTIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/20/2021

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).

PRODUCER Amherst Insurance Agency Inc 20 Gatehouse Rd, P.O. Box 48 Amherst MA 01002		CONTACT NAME: Denise Sawicki PHONE (A/C, No, Ext): (413) 253-5555 E-MAIL ADDRESS: dsawicki@nathanagencies.com FAX (A/C, No): (413) 256-8354	
INSURED Think Tank Brewers LLC, DBA: Progression Brewery PO Box 1006 Northampton MA 01061-1006		INSURER(S) AFFORDING COVERAGE INSURER A: Brewery Pak Insurance Programs INSURER B: Preferred Mutual INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15024	

COVERAGES**CERTIFICATE NUMBER:** CL2011403368**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PAC289780102	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PCA0100300572	07/11/2021	07/11/2022	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	Liquor Liability \$ 1,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			UMB2897803-02	11/01/2020	11/01/2021	BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Medical payments \$ 10,000						
A	<input checked="" 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		08WECAD80PW	08/27/2021	08/27/2022	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	PER STATUTE \$						
	OTH-ER \$						
A							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)

Town of Montague is named as additional insured

CERTIFICATE HOLDER**CANCELLATION**Town of Montague
1 Avenue A

Turners Falls

MA 01376

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

Denise V. Sawicki

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2021

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.

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PRODUCER Amherst Insurance Agency Inc 20 Gatehouse Rd. P.O. Box 48 Amherst MA 01002		CONTACT NAME: Denise Sawicki PHONE (A/C, No, Ext): (413) 253-5555 FAX (A/C, No): (413) 256-8354 E-MAIL ADDRESS: dsawicki@nathanagencies.com	
INSURED Think Tank Brewers LLC, DBA: Progression Brewery PO Box 1006 Northampton MA 01061-1006		INSURER(S) AFFORDING COVERAGE INSURER A: Brewery Pak Insurance Programs INSURER B: Preferred Mutual INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15024	

COVERAGES**CERTIFICATE NUMBER:** CL2011403368**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PAC289780102	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Liquor Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PCA0100300572	07/11/2021	07/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB2897803-02	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECAD80PW	08/27/2021	08/27/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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**Barbes in the Woods Dean Garvin & Cathleen Lynch
27 Center Street

Montague

MA 01351

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

Denise V. Sawicki

11c

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

CHECK ONE

X



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: AUGUST 21st

1. Full name, address and phone number(s) of the organization making this application:
BUILDING 8 BREWING 413-370-4104
320 RIVERSIDE DR FLORENCE, MA 01062
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
O'BRIAN C. TOMALW 413-387-5024
21 CLEMENT ST FLORENCE, MA 01062
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES X NO TIPS/SERVE SAFE # 2098826
4. Nature of Event MUSIC Number of Attendees 1,000 ±
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES NO X
6. Location where event shall be held: 27 CENTER ST, MONTAGUE, MA 01351
7. Has the approval of the property owner been obtained? YES X NO
8. Exact times of the license: FROM 2 o'clock AM/PM TO 10:00 o'clock AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES NO X If so, when?
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 X
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access. SEE BARBES PERMIT
12. Proof of Liquor Liability Insurance provided? Yes Date 7/20/21

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.

		OPERATIONS MANAGER	7/20/21
Authorized Representative and Title		Date	
Office Use Only:	Date Approved: _____		
# Days Permit Issued For: _____	Dates License Issued for: _____		
Police Chief Signature: 			
Select Board Chair Signature: _____			



BULBR-01

VCARRIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2021

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).

PRODUCER
Whalen Insurance Agency
71 King Street
Northampton, MA 01060

CONTACT Valerie Carrier
PHONE (413) 586-1000 104
FAX (413) 585-0401
E-MAIL valerie@whaleninsurance.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Hanover Insurance Company

22292

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Building & Brewing Inc.
320 Riverside Drive
Florence, MA 01042

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.

DISC LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		ZHMA393055	8/14/2021	8/14/2022	EACH OCCURRENCE \$ 1,000,000
	X Liquor Liability					DAMAGES TO RENTED PREMISES (Per occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADJ. INJURY \$ 1,000,000
	GENERAL AGGREGATE LIMIT AMOUNT PER POLICY					GENERAL AGGREGATE \$ 2,000,000
	X POLICY	IND. AGG.				PRODUCTS - COMMODITY AGG. \$ 2,000,000
	OTHER:					
	AUTOMOBILE LIABILITY					
	ANY AUTO					SUMMER SINGLE LIMIT (Per accident) \$
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	RENTED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per person) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED. RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY (EXCEPT FOR PARTNER/EXECUTIVE OFFICERS/OWNERS) EXCLUDED (Mandatory in NH)		N/A			PER STATUTE \$
	(If yes, describe under DESCRIPTION OF OPERATIONS below)					QTR. \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - INDU. AMT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate issued as evidence of coverage for the Barbee in the Woods being held on 8/21/2021 at 27 Center Street.

CERTIFICATE HOLDER

Town of Montague
1 Avenue A
Montague, MA 01351

CANCELLATION

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

ACORD 25 (2016/03)

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ID # 2008828
CARD # 16906701

ServSafe Alcohol® CERTIFICATE



OBRIAN TOMALIN

NAME

9/11/2018

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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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: 7/12/21 Date Approved: _____ Fee: _____

To the Local Licensing Authority:

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

Sunday	from:	to:	Thursday	from: 5p-7p	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: IDK { yes { no

This is an annual renewal? { yes { no^x

1. NAME OF APPLICANT: Slow Village Ahead, Inc TELEPHONE: _____

2. D/B/A: Montague Village Store

3. PREMISES: 60 Main St BUSINESS PHONE: 413-367-9551

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 X Outdoor Movie

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

_____ Dancing by patrons	size of floor _____
^x _____ Instrumental Music	number of instruments & amplifiers <u>2/1</u>
^x _____ Live Vocalists	number of persons/type of show <u>1 or 2</u>
_____ 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: 10-50 Allowed: _____

Outdoors: Size of area to be used: 30ft by 50ft Available Parking: _____

Alcohol to be served: yes, but not by us

Kathleen Lynch
Applicant Signature

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

7/22/21
Board of Health Date

7-22-21
Police Department, Chief Date

Fire Department, Chief Date

Board of Selectmen, Chairman Date

Inspector of Buildings Date

Walter Ramsey - Montague Planner

From: Deborah Henson <dpicking@umass.edu>
Sent: Thursday, July 08, 2021 10:47 AM
To: Walter Ramsey - Montague Planner; Mark Fairbrother
Subject: Time for me to step down -- Re: Conservation Meeting Thursday, July 8 6:30pm

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Walter and Mark,

I am writing to let you know that I feel the time has finally arrived for me to step down from the Montague ConComm. I've enjoyed being able to continue my participation even after moving out of town eight years ago. Ironically, the pandemic restrictions have made meeting attendance easier for me to accommodate in my schedule, but it has also isolated us from the personal interactions that formerly made our monthly meetings so engaging.

Please know that I do not take this decision lightly. I am taking on additional admin/leadership duties within my department at UMASS, and this has led me to re-evaluate many of my extra activities to see where I can step-back or step down.

Given that I have already "stepped back" from many Concomm activities, it makes sense for me to fully step down at this time. Unless I am mistaken, you should be able to fill my seat easily with Toby, who has been onboard as an Associate member for some time.

I want you both to know that I am proud of the time that I have spent on the Montague Conservation Commission and of the work that we have done. I have long held this Commission up as a model of professionalism and collegiality, with a wonderful blend of scientific and natural history expertise across its membership, balanced with a healthy dose of pragmatism and common sense. The two of you are integral to the high-level functioning of this commission and the professionalism and collegiality that it imbues.

I am not planning to attend the meeting this evening, but If you need me for a quorum (given the late notice of my resignation), I could attend via Zoom.
Please let me know.

I wish you (and the entire Commission) all the best.

With warm regards,
Deb

Deborah J. Henson, PhD, CPSS

On Thu, Jul 8, 2021 at 8:53 AM Walter Ramsey - Montague Planner <planner@montague-ma.gov> wrote:

Hi Conservation Commission,

13c

June 24, 2021

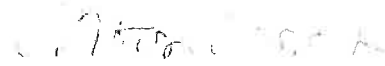
Walter Ramsey
Montague Town Planner
1 Avenue A
Turners Falls MA 01376

Dear Walter,

As announced at and recorded in the minutes of the January 13, 2021, meeting of the Montague Economic Development and Industrial Corporation, I am resigning from my seat on the corporation board effective June 30, 2021.

Thank you for all your support to MEDIC during the time of my participation and for the opportunity to serve the Town of Montague in this small way.

Sincerely,


Moon Morgan

20 Prospect Street
Turners Falls MA 01376

WendyB-Montague Board of Selectmen

From: Walter Ramsey - Montague Planner
Sent: Wednesday, July 21, 2021 4:47 PM
To: WendyB-Montague Board of Selectmen
Cc: StevenE - Montague Town Administrator
Subject: 7/26 SB Agenda Items

Hi Wendy,

I would like to cover these items on the 26th. I'll get you the meeting materials tomorrow AM. It might take 20 mins to get through these items.

- Authorize Mass Humanities FY21 Expanded Massachusetts Stories Grant Application: Peskeompskut Self-Guided Audio Tour
- Authorize Real Estate Tech Assistance FY22 Grant Application- Strathmore Mill Structural Assessment and Property Reuse Assessment
- Execute Confirmatory Order of Taking for 5th Street Canal District Gateway Enhancement Project, project updates
- Execute FY21 Green Communities Grant Agreement: \$64,728 for energy efficiency projects at WPCF, Millers Falls library, and public parking lots
- Shared Streets Grant: Authorize procurement services contract with FRCOG, up to \$1,600 and engineering services contract with Stantec, up to \$10,000

Personnel board:

- Accept resignation of Deb Henson from the Conservation Commission
- Appoint Tobias Carter (currently alternate) to Conservation Commission, term expiring June 30, 2022
 - Current Conservation Vacancy: Associate member
- Accept resignation of Moon Morgan from the Montague Economic Development and Industrial Corporation.
 - Current EDIC vacancies: member with experience in real estate, at large member

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

July 26, 2021

Mass Humanities
66 Bridge St.
Northampton, MA 01060

Re: Montague Statement of Municipal Support: Peskeomskut Audio Tour

Dear Mass Humanities,

The Montague Selectboard requests your support from the FY22 Mass Humanities *Expanded Massachusetts Stories Grant* for the Peskeompskut Audio Tour project. This self-guided audio tour will explore the nuanced pre-colonial and industrial history of Turners Falls. The project will connect listeners to personal, historic, and interpretive narratives by Indigenous and local historians while they enjoy the Canalside Bike Path along the Connecticut River in Turners Falls. The \$20,000 requested will support the development of the narratives and the rollout of the web-based platform.

Crucially, the project will include Indigenous perspectives and fact-based archaeological evidence recently uncovered during the Battle of Great Falls/Peskeompskut project. That study was funded by the National Park Service in partnership the town, tribal and local experts who are eager to advance that work by developing interpretive works.

The town acknowledges that this is more than a tourism project. This project embodies the 2004 Reconciliation Agreement between the Selectboard and the Narragansett Tribe. In that spirit of partnership, The Peskeompskut Audio Tour will contextualize one of the most significant, yet under-represented colonial battles in New England and early American history. Montague has an important story to tell and we appreciate your support for the project

For the MONTAGUE SELECTBOARD,

Rich Kuklewicz
Chair, Montague Selectboard



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

July 26, 2021

Mass Development
99 High Street
Boston, MA 02110

Re: Montague Request for Support: Strathmore Mill Structural and Property Re-use Assessment

Dear MassDevelopment,

The Montague Selectboard requests support from the Mass Development Technical Assistance program to conduct a structural and property re-use assessment of the municipally-owned Strathmore Mill Complex at 20 Canal Road Turners Falls, MA.

The revitalization of the Turners Falls Canal District is a major economic priority for the Town and region. Over \$5M has been invested into the district to prepare mill sites for redevelopment through assessments, cleanup, and critical infrastructure. This has enabled at least two of the six mill sites to undergo private redevelopment while the town plans for transformative investments in the Turners Falls Canal District. This is all happening at time when the local real estate market is as hot as it has ever been.

In order to advance redevelopment of the prominent Strathmore Mill Complex, additional technical assistance is required in order for the town to be able to market the property through a request for proposals disposition process. The study will also be leveraged by public and private investment being made in the immediate vicinity. Montague appreciates your support.

For the MONTAGUE SELECTBOARD,

Rich Kuklewicz
Chair, Montague Selectboard

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

TOWN OF MONTAGUE

CONFIRMATORY ORDER OF TAKING

At a regularly convened meeting of the Selectboard of the Town of Montague (the "Town") held on this 26th day of July, 2021, it was voted and ordered as follows:

The Selectboard of the Town of Montague, duly elected, qualified, and acting as such, on behalf of the Town and by virtue of and in accordance with the authority of the vote taken under Article 24 of the May 22, 2021 Annual Town Meeting, a certified copy of which is attached hereto, the provisions of Chapter 79 and Chapter 82, Sections 21-24 of the Massachusetts General Laws, and any and every other power and authority hereunto enabling it in any way, hereby takes, for all purposes for which public ways are used, including, without limitation, for the purpose of undertaking the 5th Street Pedestrian Bridge project (the "Project"), the following interests in, on and under certain parcels of land southerly of the existing 5th Street vehicular bridge and the 1880 County Layout, Turners Falls, Massachusetts, and shown more particularly on a plan entitled "Plan of Land in Montague, Turners Falls, MA Prepared for Town of Montague – Easement Plan Canal Street & Fifth Street Bridge," dated June 22, 2021, prepared by Sherman & Frydryk Land Surveying, recorded with the Franklin County Registry of Deeds herewith in Plan Book 149, Plan 24 (the "Plan"), as set forth more particularly below:

Temporary construction easements in, on and under the parcels of land shown on the Plan as: "Parcel TE-5" (containing 3,619± square feet), "Parcel TE-6" (containing 1,149± square feet), and "Parcel TE-7" (containing 9,105± square feet) (collectively, the "Temporary Construction Areas"), for the purpose of undertaking the Project, including, without limitation, grading land, constructing, operating, improving, maintaining, repairing, replacing, relocating, realigning and/or reconstructing a pedestrian bridge, utilities, slopes of excavation and/or embankment and/or driveway aprons, sidewalks, retaining walls, stone walls, landscaping, loaming, planting trees, seeding, paving, and/or erosion control, which temporary construction easements shall terminate automatically two (2) years from the date on which this Order of Taking is recorded with the Franklin County Registry of Deeds without the necessity of recording any instrument with said Deeds.

The Town shall have the right to enter upon and pass over the Temporary Construction Areas (the "Easement Premises") from time to time, by foot, vehicle, or heavy equipment, for any and all purposes stated herein and uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items within the Easement Premises for the purposes set forth herein. No temporary or permanent buildings, structures or other objects shall be constructed, installed or placed upon the Temporary Construction Areas for the duration thereof.

The taking includes the right of the Town to remove any buildings, structures, objects, utilities and/or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder and/or for the purposes set forth herein. Utilities and related facilities located within the Easement Premises that are owned by private utility companies and easements held by private utility companies are not taken.

The parcels of land subject to said easements are owned or supposed to be owned and/or formerly owned by the parties listed in Schedule A, which parties are hereinafter collectively referred to as Owners. If in any instance the name of any Owner is not correctly stated, the names of the supposed Owners being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an Owner or Owners unknown to us.

The Town has awarded damages to the Owner or Owners of the parcels in accordance with the provisions of G.L. c.79, §6, as amended, and to any other person or corporation having an interest therein, in the amounts set forth in Schedule B attached hereto and incorporated herein, but which shall not be recorded with the Franklin County Registry of Deeds.

No betterments are to be assessed pursuant to this taking.

The purpose of this Confirmatory Order of Taking is to correct the owner of 42 Canal Road, Turners Fall, Massachusetts, at Schedule A set forth in the Order of Taking recorded with the Franklin County Registry of Deeds in Book 7803, Page 27.

[Signature Page Follows]

IN WITNESS WHEREOF, we, the duly elected and authorized members of the Montague Selectboard have hereunto set our hands and seals on this 26th day of July, 2021.

TOWN OF MONTAGUE
By its Selectboard

Richard Kuklewicz, Chairman

Michael Nelson, Vice Chairman

Christopher Boutwell, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 26th day of July, 2021, before me, the undersigned notary public, personally appeared _____, member(s) of the Montague Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Montague.

Notary Public
My Commission Expires:

765886v3/MTGU/0117

SCHEDULE A - LIST OF OWNERS

Owner: Great Falls Realty Trust

Interest(s) Taken: Parcel TE-5 (3,619 S.F.±)

Property Address: 42 Canal Road, Turners Falls, Massachusetts

Mailing Address: 44 Canal Road, Turners Falls, MA 01376

Deed Reference: Franklin County Registry of Deeds, Book 7782, Page 270

Owner: Milton Hilton, LLC

Interest(s) Taken: Parcel TE-6 (1,149 S.F.±)

Property Address: 36 Canal Road, Turners Falls, Massachusetts

Mailing Address: 20 Spaulding Avenue, Rochester, NH 03868

Deed Reference: Franklin County Registry of Deeds, Book 7476, Page 246

Owner: Milton Hilton, LLC

Interest(s) Taken: Parcel TE-7 (9,105 S.F.±)

Property Address: Canal Street, Turners Falls, Massachusetts

Mailing Address: 20 Spaulding Avenue, Rochester, NH 03868

Deed Reference: Franklin County Registry of Deeds, Book 7476, Page 246

NOT TO BE RECORDED WITH THE REGISTRY OF DEEDS

SCHEDULE B – AWARD OF DAMAGES

Owner: Great Falls River Trust

Interest(s) Taken: Parcel TE-5 (3,619 S.F.±)

Property Address: 42 Canal Road, Turners Falls, Massachusetts

Mailing Address: 44 Canal Road, Turners Falls, MA 01376

Deed Reference: Franklin County Registry of Deeds, Book 7782, Page 270

Compensation Award: \$700.00

Walter Ramsey - Montague Planner

From: Pfister, Jane (ENE) <jane.pfister@state.ma.us>
Sent: Monday, July 19, 2021 3:25 PM
To: StevenE - Montague Town Administrator; Walter Ramsey - Montague Planner
Cc: Rabinsky, Mark (ENE); WendyB-Montague Board of Selectmen
Subject: MONTAGUE—Competitive Grant Contract Documents
Attachments: montague_cpt10_grant_contract.docx; MA Standard Contract Attachments_2021.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Town Administrator Ellis,

Congratulations! The Department of Energy Resources (DOER) Green Communities Division has approved a Competitive Grant award of sixty-four thousand seven hundred twenty-eight dollars (\$64,728) to fund:

- \$23,276, Water Pollution Control Facility— LED lighting
- \$17,611, Town — LED traffic lights
- \$2,747, Library — LED lighting
- \$11,756, Library — Air source heat pump
- \$9,338, Water Pollution Control Facility — Air source heat pump

Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above. An award letter with this information was emailed recently to the community by Joanne Bissetta, Acting Director, Green Communities Division.

There may be flexibility to shift funds between the individual approved projects, within the parameters of your overall grant award. If you anticipate the need to shift funds from one approved project to another, please contact me before proceeding. Likewise, please contact me if you anticipate not expending your full grant award due to project cancellation or postponement.

The contract document is attached with one additional file (MA Standard Contract Attachments_2021.pdf) which includes four documents (Commonwealth Terms and Conditions, Contractor Authorized Signatory Listing, Request for Taxpayer Identification Number and Certification (W-9) revised March 2020, and Electronic Funds Transfer Sign Up Form). Together these five documents comprise the contract between DOER and the Town of Montague.

Four documents need to be filled out, signed and dated in blue ink pen. Please mail the originals including all pages of the contract and the four additional documents to the DOER office.

It is the policy of DOER to sign only one original contract, so please send just one original of each signed document to me at the DOER main address below.

Please review these documents carefully. Let me know if you have any questions or propose making changes. Please note the contract end date of September 30, 2023.

I draw your attention to the following elements in these contract documents to review and consider:

I. THE STANDARD CONTRACT (page 1)

The Anticipated Start Date or Effective Date is the latest signature date (this will be the date when DOER signs the contract document signed by MONTAGUE). **No obligations can be incurred prior to the Effective Date if**

competitive grant funds will pay for the energy conservation project. Contract End Date is September 30, 2023.

II. ATTACHMENT C – SCOPE OF GRANT AWARD

Please review all the contingencies carefully.

DOER will require confirmation that the city or town has applied for all gas and electric rebates available for eligible energy conservation or efficiency measures. Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

MONTAGUE may have provided estimated figures for incentives from your gas and/or electricity utility provider. With specific projects identified for funding, DOER asks MONTAGUE to set up a meeting with your gas and/or electricity utility representative and your Regional Coordinator to confirm available incentives and the process and timing of applications. You or your Regional Coordinator can confirm that this meeting has taken place.
(Contingency #1)

Disbursement of Funds schedule; 25%, 50%, and 25% after completion, site inspection, and approval of a final grant report narrative with pictures.

III. ATTACHMENT D – BUDGET

Grant funds budgeted over 3 Fiscal Years.

Please return one copy of all signed documents to the DOER offices by mail. The State Comptroller still requires a **wet ink signature, signed and dated with blue ink pen on all documents**—no electronic or scanned signatures are sufficient for the documents.

That will be four (4) signed originals:

Standard Contract Form

Authorized Signatory Listing (must be notarized)

MA W9 (revised March 2020)

Electronic Fund Transfer (EFT) form.

Please scan and email me the full packet before you put them in the mail.

As soon as DOER has signed the returned contract, I will email you with the **Effective Date**, when obligations may be incurred, and work begin on approved projects. Please wait for this communication.

I look forward to working with you. Please contact me if you have any questions or concerns.

Be Well,

Jane

Jane Pfister, Grant Coordinator
Green Communities Division
Department of Energy Resources
100 Cambridge Street, Suite 1020
Boston, MA 02114

617-935-9158 (mobile)
jane.pfister@mass.gov

Creating a Clean, Affordable, and Resilient Energy Future for the Commonwealth



Franklin Regional Council of Governments

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

AND

THE TOWN OF MONTAGUE

For SHARED STREETS - 2 CONSTRUCTION BIDS FALL, 2021 AND SPRING, 2022

This Agreement is made this _____ day of JULY, 2021, by and between the Franklin Regional Council of Governments, hereinafter referred to as the FRCOG (whose primary place of business is 12 Olive Street, Suite 2, Greenfield, MA 01301, ph 413-774-3167); and the Town of Montague, acting by and through its Planning Department, hereinafter referred to as the "Town" (1 Avenue A, Turners Falls, MA 01376 attn: WALTER RAMSEY, Town Planner 413-863-3200 x 112

WITNESSETH THAT:

WHEREAS, the Town is a member of the Franklin Regional Council of Governments and the FRCOG Collective Highway Purchasing Program, and the Town has determined that there is a need to obtain professional assistance for procurement beyond the scope of the cooperative program; and

WHEREAS; the Town has appropriated funds to procure contracted procurement services under the direction of its Board of Selectmen; and

WHEREAS; the FRGOC through its Purchasing Program is willing to provide technical assistance to the Town:

NOW, THEREFORE, in consideration of the forgoing premises, which are hereby incorporated into and hereby made part of the terms and conditions of this Agreement and the mutual covenants hereinafter set forth, it is agreed as follows:

I. TERM OF AGREEMENT

The FRCOG and the Town agree that the FRCOG, acting by and through the Purchasing Program will provide all agreed upon services for the Town in a professional and timely manner during the period JULY 21, 2021 through APRIL 30, 2022 (hereinafter referred to as the period of the contract).

II. ENGAGEMENT OF THE FRCOG

The Town hereby engages the FRCOG, acting by and through the Purchasing Program, for the purposes of providing procurement technical assistance to the Town. The FRCOG, and its agents, hereby agree to act in a

professional and timely manner, in the best interest of the Town, and in conformity with all applicable federal, state, and local laws, rules and regulations, and as directed by the Board of Selectmen or their designee.

The FRCOG will render the primary services to be provided as described herein through a qualified Procurement Officer.

III. SCOPE OF SERVICES

The FRCOG will provide at a minimum the following services to the Town under the direction of the Purchasing Program as required and requested by the Town.

Services available include:

- Receive Specifications from Town Planner and Consulting Engineer
- Prepare TWO Invitation for Bids for Construction per MGL Ch30, s39M
- Request Prevailing Wage from Commonwealth of MA
- Apply for MassDOT Prequalification for the Town, IF REQUIRED
- Meet MGL advertising and Sec. of State posting requirements
- Notify potential bidders utilizing the FRCOG Contractor mailing list appropriate to the project and others provided by Planner
- Provide any Addenda required with technical assistance from Planner and/or Engineer
- Open bids at FRCOG offices
- Assist with Reference Checks, check bids to assure their responsiveness and completeness but turn over to the Town for final selection.
- Check on insurance compliance, receive and hold bid bonds until Contract is signed
- Provide a contract template and work with town to issue Contract
- Assemble package of auditable procurement documents for the Town

Costs for copying any large format plans and other direct costs including newspaper advertising will be charged directly to the Town.

IV. COMPENSATION

The Town and FRCOG hereby agree that with respect to services rendered under this Agreement, the FRCOG estimates the time for completion at 10 hours plus direct costs for a total of no more than **eight hundred dollars (\$800) FOR EACH BID** during the contract period, based upon the following fee schedule.

- A. The Procurement Officer rate shall be \$80.00 per hour. The rate includes fringe benefit costs, travel reimbursement, clerical support, and indirect costs.

The FRCOG shall bill after the project is completed based on **actual hours** plus any direct expenses.

V. TIME OF PERFORMANCE

The Purchasing Program shall work with **Montague Town Planner** or their designee in scheduling assignments and work tasks of the provision of services under this Agreement.

VI. INDEMNIFICATION AND INSURANCE

The Town shall indemnify and hold the FRCOG harmless with respect to any and all public liability and third party losses, damages, costs, or expenses for bodily injury or damage to real or tangible personal property

sustained by the FRCOG arising out of the provision of services for the Town under this Agreement.

The FRCOG shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts.

VII. WAIVERS

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the FRCOG. Such waivers shall not be effective, unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

VIII. AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

IX. FORCE MAJEURE

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

X. ASSIGNABILITY

The FRCOG shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town. No subcontract may be awarded by the FRCOG, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the Town.

XI. TERMINATION

This agreement may be terminated by either party for any reason upon written notice. Such notice shall be signed by authorized officials of the parties. In event of termination, the FRCOG shall no later than fifteen days after said termination, deliver to the Town all reports, documents, data and materials of every kind and nature which are related to FRCOG's services to the Town and compensation will be made for time spent up until the time of termination..

XII. CONFLICT OF INTEREST

No officer, employee, agent, or member of the governing bodies of the FRCOG and Town shall participate in any decision or service relating to this Agreement which affects the personal interest of such officer, employee,

agent, or member of the governing bodies, whether such interest is direct or indirect. The FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the FRCOG and the Town have caused this Agreement to be executed in duplicate by their respective authorized officers and hereby certify that this Agreement is in full force and compliance with all applicable laws, rules, and regulations, as set forth herein above.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Executive Director
Linda L. Dunlavy

Date

TOWN OF MONTAGUE authorized signature

Town Administrator

Date

Or

Town Planner

Date

And/Or Board of Selectmen, as required by the Town of Montague

Date



14E-2

Stantec Consulting Services, Inc.
136 West Street, Suite 203
Northampton, MA 01060-3711

July 20, 2021
File: 210801845

Mr. Walter Ramsey
Planning Department
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Walter,

Reference: Engineering Services, Shared Streets & Spaces Grant

Per your request we are submitting this proposal to provide transportation engineering services relative to the above project. The proposed scope of services is intended to support you in the project development and implementation phases.

1.0 PROJECT DESCRIPTION

The project consists of making tactical interventions funded under a previous Shared Streets & Spaces grant into a permanent physical improvement. The scope involves new sidewalks, crosswalks, curb extensions to reclaim more space for pedestrians and to calm traffic on streets adjacent to the Unity Park. The project involves filling a critical sidewalk gap, improving a notoriously unsafe crosswalk at Third Street, calming traffic entering downtown Turners Falls, and improving access for people walking and biking to Unity Park. The proposed actions are indicated conceptually on the attached plans which may be subject to modification during project development. Construction will be conducted in accordance with MassDOT standard specifications unless otherwise stated. Stamped construction plans will not be provided and are excluded from this scope of work. The construction will be completed by a contractor hired by the Town and funded under the MassDOT Shared Streets & Spaces program. Work is expected to be completed before the end of the 2021 construction season.

2.0 SCOPE OF SERVICES

Stantec will provide on-call engineering services through the project initiation and construction phases of the above-referenced project. Specific actions to be provided are expected to include but not be limited to the following:



Reference: Engineering Services, Shared Streets & Spaces Grant

- Conduct a site walk with the selected contractor and the Town to review existing site constraints and fully define the project scope.
- Update the conceptual project plan and project specifications to address and document key decisions made during the site walk.
- Provide detailed (not stamped) drawings of drainage modifications to the plaza area. (The drawings will rely on field survey data to be provided by the contractor.)
- Respond to questions that may arise during project planning and construction. Conduct field visits and engineering analyses as necessary to answer questions raised.

3.0 FEE

Stantec proposes to provide the services described above on a Time and Expenses basis in accordance with our current rate schedule and within an upset limit of \$10,000. The estimated level of effort (hours) and cost (assuming an average labor rate of \$175 per hour) by task are broken down as follows:

- Site Visit (two-people) – 12 hours/\$2100
- Plan Update – 8 hours/ \$1400
- Drainage Details – 8 hours/\$1400
- Response to Engineering Questions – 26 hours/\$4600

A \$500 allowance for travel is assumed. Unused travel expenses will be applied to labor costs, if necessary.

4.0 PROJECT SCHEDULE

We are prepared to begin work on this project immediately upon receiving authorization to proceed. We will coordinate with you throughout the project to ensure timely completion of project tasks.

5.0 CONTRACT TERMS AND CONDITIONS

This contract is subject to the attached terms and conditions.

We appreciate the opportunity to submit this proposal and to work cooperatively with the Town to successfully implement this project. If you have any questions or would like further clarification of anything within this proposal, please do not hesitate to contact us.



July 20, 2021
Page 3 of 4

Reference: Engineering Services, Shared Streets & Spaces Grant

Please sign and return a copy of this agreement to initiate work. We look forward to helping you with this exciting project.

Regards,

Stantec Consulting Services Inc.

Richard Bryant
Senior Associate
Cell/Work-from-home Phone: (802) 324 8454
Richard.Bryant@stantec.com

Attachment: Standard Terms and Conditions, Conceptual Plan



July 20, 2021
Page 4 of 4

Reference: Engineering Services, Shared Streets & Spaces Grant

Town of Southampton:

Walter Ramsey, Town Planner

Date

Stantec Consulting Services Inc.:

Richard S. Bryant

Richard S. Bryant, Senior Associate

July 20, 2021
Date

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Bulletin

BUL-2021-7

Coronavirus State and Local Fiscal Recovery Funds – Revenue Loss

(Supersedes Bulletin 2021-5)

TO: Local Officials
FROM: Deborah A. Wagner, Director of Accounts
DATE: June 2021

This bulletin supersedes Bulletin 2021-5, providing updated preliminary guidance on the revenue loss component of the American Rescue Plan Act, due to the US Treasury's most recent FAQ's, appendix regarding revenue loss. The italicized and underlined language in the first bullet on page 2 reflects the change to Bulletin 2021-5.

This Bulletin provides preliminary guidance regarding the revenue loss component of the American Rescue Plan Act of 2021 (ARPA), Pub. L. No. 117-2, signed into law on March 11, 2021 by the President of the United States. This law provides resources through the new Coronavirus Local Fiscal Recovery Fund (CLFRF) to local governments to respond to the public health emergency caused by the Coronavirus Disease (COVID-19). This fund is administered by the US Department of the Treasury (hereafter, "US Treasury" or "Treasury").

Note that the information contained in this Bulletin reflects information currently in federal law and relevant guidance from the US Treasury. If this information is modified by future federal actions, the Executive Office for Administration and Finance's (A&F) Federal Funds Office and/or the Director of Accounts (Director) of the Division of Local Services (DLS) may issue further guidance.

This is called preliminary guidance for two reasons:

- there are questions surrounding the definition of "general revenue" contained in the US Treasury's Interim Final Rule (IFR); and
- the IFR could be modified based upon feedback

However, it is important to provide guidance on other portions of the revenue loss provision for local planning purposes. Once additional information is provided regarding the definition of "general revenue," a Bulletin will be published.

Pages 51-61 of the IFR provides US Treasury's guidance on the revenue loss component of ARPA. Section 3 of the FAQ includes additional information. Key provisions from those sources include the following:

- Definition of General Revenue: based on, but not identical, to the Census Bureau's concept of "General Revenue from Own Sources" in the Annual Survey of State and Local Government Finances.

- this includes revenue from taxes, current charges, and miscellaneous general revenue.
- this excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities (whether treated as an Enterprise Fund, special revenue fund, or contained within the General Fund) and insurance trusts. Please note that the US Treasury's June 23, 2021 FAQ update (see the FAQ Appendix) provided clarifying information that defines utility revenue as specifically including "revenues from electric power systems, gas power systems, public mass transit systems, and water supply systems."
- General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund (CvRF) or the Fiscal Recovery Funds.
- if unsure whether a particular revenue source is included in the Interim Final Rule's definition of "General Revenue," consider the classification and instructions used to complete the Census Bureau's Annual Survey;
 - the Census Bureau's Government Finance and Employment Classification manual is available [here](#).
- Calculation of lost revenue: "compute the extent of the reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have been expected to occur in the absence of the pandemic. This approach measures losses in revenue relative to the most recent fiscal year prior to the COVID-19 public health emergency by using the most recent pre-pandemic fiscal year as the starting point for estimates of revenue growth absent the pandemic. In other words, the counterfactual trend starts with the last full fiscal year prior to the COVID-19 public health emergency and then assumes growth at a constant rate in the subsequent years." The steps in the calculation process are as follows:
 - *Step 1:* Identify revenues collected in the most recent full fiscal year prior to the public health emergency (FY19), called the base year revenue. Must use the sum total across all revenue sources/streams covered as general revenue (cannot calculate on a "source by source" basis).
 - *Step 2:* Estimate counterfactual revenue, which is equal to base year revenue * $[(1 + \text{growth adjustment})^{(n/12)}]$, where n is the number of months elapsed since the end of the base year to the calculation date, and growth adjustment is the greater of 4.1% or the recipient's average annual revenue growth in the three full fiscal years prior to the COVID-19 public health emergency (FY15 – FY18).
 - *Step 3:* Identify actual revenue, which equals revenues collected over the past twelve months as of the calculation date.
 - *Step 4:* The extent of the reduction in revenue is equal to counterfactual revenue less actual revenue. If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero for that calculation date.

This calculation is to be done at four points in time: 12/31/20, 12/31/21, 12/31/22 and 12/31/23. For illustrative purposes, the table below shows how revenue loss is calculated. This spreadsheet is available for use by clicking [here](#).

Enter "Base Revenue" amount, as defined in the US Treasury's guidance.				
As of:	12/31/2020	12/31/2021	12/31/2022	12/31/2023
n (months elapsed)	18	30	42	54
Base Revenue (FY19)	\$100			
Counterfactual Revenue	\$106.2	\$110.6	\$115.1	\$119.8
Actual Revenue 12 mo period	CY20	CY21	CY22	CY23
Actual Revenue Amount	\$105.0			
Variance	(\$1.2)			
Enter actual revenue from Jan 1 to Dec 31 for the each year.		If local 3-yr avg growth is greater than 4.1%, change formula		

- **Eligible use:** “for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.” Page 60 of the IFR provides the following examples of “government services”.
 - maintenance or pay-go funded building of infrastructure, including roads;
 - modernization of cybersecurity, including hardware, software, and protection of critical infrastructure;
 - health services;
 - environmental remediation;
 - school or educational services;
 - and the provision of police, fire, and other public safety services

There are three explicit ineligible uses:

- “expenses associated with obligations under instruments evidencing financial indebtedness for borrowed money...[S]pecifically, government services would not include interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or fees or issuance costs associated with the issuance of new debt.”
- “satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding, except if the judgment or settlement required the provision of government services. That is, satisfaction of a settlement or judgment itself is not a government service, unless the settlement required the provision of government services.”
- “replenishing financial reserves (e.g., rainy day or other reserve funds).”

Supporting a Commonwealth of Communities

www.mass.gov/DLS P.O. Box 9569 Boston, MA 02114-9569 (617) 626-2300



16B

The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Kathleen A. Theoharides
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1081
<http://www.mass.gov/eea>

July 12, 2021

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

To Whom it May Concern,

M.G.L. Chapter 252, Section 2A(b)(2) requires EEA to establish a process to allow a municipality to request to opt out of mosquito control spraying, either aerial or ground-based, conducted by the State Reclamation and Mosquito Control Board ("SRMCB") under M.G.L. c. 252, Section 2A(a). For the SRMCB to recognize a municipal opt out, the municipality must first have an alternative management plan ("plan") approved by the Executive Office of Energy and Environmental Affairs ("EEA").

In accordance with M.G.L. c. 252, Section 2A(b)(2), EEA has reviewed your municipality's plan. EEA assessed the impact of your municipality's alternative plan on regional mosquito control should your request to opt-out be approved, with consideration for historical arbovirus risk and with consideration for strength of plan submission. The impact of your plan as compared to mosquito control conducted by the SRMCB is rated as *minimal or low regional risk*. As a result, in accordance with M.G.L. c. 252, Section 2A(b)(2), EEA has made a determination to **approve** your plan for 2021. This determination will be shared with the SRMCB so that it can take the necessary steps to recognize the opt out under the statute.

When executing your plan, please be aware that approval of this plan does not relieve an applicant of the necessity of complying with all applicable federal, state or local statutes, ordinances, bylaws or regulations, including but not limited to those administered by your local Conservation Commission, Massachusetts Department of Environmental Protection, and Massachusetts Division of Fisheries and Wildlife. Further, your municipality's opt out does not extend to state-owned land within your municipality's boundaries.

Despite approval, there remain substantial opportunities for improvement in all plan submissions this year. This includes the existence of and quality of alternative mosquito control management services to be provided, implementation of source reduction methods, data collection and

analysis, assessment of efficacy, and regional coordination. Most importantly, this also includes the extensiveness of education and outreach to local residents.

Guidance for next year's opt-out application program will be forthcoming. We expect that the application will have an expanded scope and requirements, and applications will be subject to significantly more stringent review. There should be no expectation that an approval decision for the 2021 season will carry forward to the 2022 season.

Public health outcomes are driven in part by local mosquito control actions. To facilitate planning improvements throughout the remainder of this season, please see attached for a document containing mosquito control resources for cities and towns. We expect that your municipality will review these materials and implement best practices to the maximum extent practicable throughout the rest of the season.

Sincerely,

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

Kathleen A. Theoharides
Secretary

Attachment: Mosquito Control Resources

CC: State Reclamation and Mosquito Control Board

FORM OSD 25

Page ____ of ____

Operational Services Division
State Surplus Property Office
One Ashburton Place, Room 1017
Boston, MA 02108

Date: 7/26/21 _____
Mailing Address: One Avenue A

Dept. Code_ 122 _____
 Org Number: _____
 _____Turners Falls, MA 01376

Agency Name: _____ Town of Montague

Contact Person: Steven Ellis

Storage Address: Steel building located on property at address above

Telephone: _____ 413-863-3200 x110 _____

E-Mail Address: townadmin@montague-ma.gov

* A signature is required certifying that all confidential and personal information data has been removed from all Surplus and worthless property.

Signature _____ Title _____ Date _____

[illegible]

Revised: 9/13/16

OSD 25

Contact the Surplus Property Program Office at OSD_SSPO@state.ma.us for an Excel spreadsheet you can submit by email.

Sensitivity level - low

16D

Condition Code	Definitions
A-1	New or unused property in excellent condition. Ready for use and identical or interchangeable with new items delivered by a manufacturer or normal source of supply.
A-2	New or unused property in good condition. Does not quite qualify for A-1 (because slightly shopworn, soiled, or similar), but condition does not impair utility.
A-3	New or unused property in fair condition. Soiled, shopworn, rusted, deteriorated, or damaged to the extent that utility is slightly impaired.
E-1	Used property, but repaired or renovated and in excellent condition.
E-2	Used property which has been repaired or renovated and while still in good condition, it has become worn from further use and cannot qualify for excellent condition.
E-3	Used property which has been repaired or renovated, but has deteriorated reconditioning and is only in fair condition. Further repairs or renovation required or expected to be needed in near future.
O-1	Property which has been slightly or moderately used, no repairs required and still in excellent condition.
O-2	Used property more worn than O-1, but still in good condition with considerable use left before any important repairs would be required.
O-3	Used property which is still in fair condition and usable without repairs; however, somewhat deteriorated, with some parts (or portions) worn and which should be replaced.
R-1	Used property still in excellent condition, but minor repairs required. Estimated cost of repairs would cost no more than 10% of the acquisition cost.
R-2	Used property in good condition, but considerable repairs required. Estimated cost of repairs would be from 11% to 25% of acquisition cost.
S - Salvage	Personal property that has some value in its basic material content, but which is in such condition that it has no reasonable prospect for use for any purpose as a unit and its repair or rehabilitation for use as a unit is clearly impractical.
W - Worthless	Property that has no value at all.
* Estimated Cost:	Actual acquisition cost (original cost) or the agency surplus officer's best estimate of the acquisition cost.
Please Note:	If you code items using the S or W condition code, please list this property on a separate OSD-25 form.

WendyB-Montague Board of Selectmen

From: Jonathan Dobosz
Sent: Thursday, July 22, 2021 8:29 AM
To: WendyB-Montague Board of Selectmen
Subject: Announcement for Monday's meeting

Hello,

If someone could make an announcement Monday evening about this?

Our first Night Skate of the summer. We're going to have another one on Saturday, August 28.

NIGHT SKATES ~ The Unity Skatepark will be illuminated by light towers until 10:00pm on Saturday, JULY 31. The Franklin County Sheriff's Office is allowing the use of their light towers for the evening.

I doubt that I would need to be there. Thanks

Jon Dobosz, CPRP, CPO

Director of Parks & Recreation

Montague Parks & Recreation Dept.

56 First St.

Turners Falls, MA 01376

(413) 863-3216

