

MONTAGUE SELECTBOARD MEETING
VIA ZOOM
Monday, April 11, 2022
AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/83551518899>

Meeting ID: 835 5151 8899 **Password:** 330187 **Dial into meeting:** **+1 646 558 8656**

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

Meeting Being Taped

Votes May Be Taken

1. 6:00 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve minutes of April 4, 2022
3. 6:01 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. 6:02 FY2023 Selectboard Personnel Requests
 - Community Information Session
5. 7:00 Liquor License Hearing
 - Santo Taco, dba Santo Taco, Ivette Mateos Reyes as manager has applied for a Seasonal § 12 General On-Premises Wine and Malt Beverage License, located at 148 2nd Street, Turners Falls, MA
6. 7:10 Liquor License Hearing
 - Rocket Science, LLC dba The Rendezvous, Mark Wisnewski as manager has applied for an alteration of licensed premises of the All Alcoholic Beverage Liquor License (Restaurant), located at 78 Third Street, Turners Falls, MA
7. 7:20 Steve Valeski, Pioneer Valley Brewery
 - Request to Close 125' Section of Alley Between 151 Third Street and Unity Park ballfield through December 1, 2022
8. 7:30 COVID Updates
 - Review of COVID case counts and trends
 - State extends outdoor Patio Service and Takeaway/Delivery of Alcohol by On-Premises Licensees until April 1, 2023
 - Affirm Selectboard Decision to Continue Existing Outdoor Patio Service Licensees
9. 7:40 Personnel Board
 - Appoint Kathleen Lynch to the RiverCulture Steering Committee until June 30, 2024
10. 7:45 Suzanne LoManto, Assistant Town Planner
 - Use of Montague Center Town Common, May Day Festival, Sunday, May 1, 2022, 10:00 AM to 1:00 PM
11. 7:50 Rachelle Ackerman, Musica Franklin
 - Request for Entertainment License at Unity Park, June 4 (rain date June 5), 1:00 PM to 6:00 PM

MONTAGUE SELECTBOARD
via ZOOM
Monday, April 11, 2022

12. 7:55 David Detmold, Tree Advisory Committee
- Execute Annual Arbor Day Resolution for the Town of Montague, April 29, 2022
13. 8:00 Walter Ramsey, Town Planner
- Execute Purchase and Sale Agreement with Nova Real Estate, LLC for sale of 500 Avenue A
 - MassDevelopment Invitation to participate in Portico Project for targeted economic development capacity
 - Canal District Improvement Project Update
14. 8:10 Legislative Updates
- Federal Earmark Request for Avenue A Streetscape Improvements
 - Winter Recovery Assistance Program, \$343,831
 - Cannabis HCA Legislation
15. 8:20 Town Meeting
- Town Meeting Warrant – To approve and execute draft May 7, 2022 attached hereto
 - Affirm recommendations for articles not previously recommended
16. 8:35 Town Administrator’s Business
- Award and Execute Contract for Unity Park Basketball Court & Walkway Sealing and Repainting Project with East Coast Sealcoating, Inc. of Abington in the amount of \$17,500 and authorize issuance of Notice to Proceed
 - Award and Execute Contract for HVAC Improvements at the Montague Center Library with Jamrog HVAC, Inc. of Turners Falls in the amount of \$17,950 and authorize issuance of Notice to Proceed
 - Opioid Settlement Update
 - Acknowledgement and Notice of Executive Session held on April 4, 2022
 - Invitation from GMRSD for Selectboard member to participate in collective bargaining
 - Topics not anticipated in the 48 hour posting
17. 9:00 Executive Session under G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective Bargaining (NAGE, UE and NEPBA), Votes may be taken

Other

- Next Selectboard Meeting: Monday, April 25, 2022 at 6:30 via ZOOM

**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
MAY 7, 2022**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Turners Falls, Massachusetts, on Saturday, May 7, 2022, at **8:30 A.M.** and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to receive and act upon the reports of the Officers of the Town and to receive the report of any committees and act thereon.

(Selectboard Request)

ARTICLE 2: To see if the Town will vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by amending the Airport Fuel Revolving Fund for the Fiscal Year beginning July 1, 2022, with the changes as shown in ~~strikeout~~ and **bold** below; or pass any vote or votes in relation thereto.

Section 7: Revolving Funds

(a) There are hereby established in the Town of Montague pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, the following revolving funds:

<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
Hazardous Materials Response Planning Committee (a.k.a.	SARA Title III Comm	Fees collected from individuals responsible for oil and hazardous material spills	For the purpose of cleaning up oil and hazardous material spills

Annual Town Meeting Warrant

May 7, 2022

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<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
SARA Title III Committee)			
Montague Tree Fund	Tree Warden	Fees received under the Public Tree Protection Bylaw	Tree planting and maintenance consistent with the Public Tree Protection Bylaw
Airport Fuel	Airport Manager	Fees from sale of Airport aviation fuel	Purchase of Airport aviation fuel to be sold and used at the Airport, system maintenance, parts, and inspections

(b) Expenditures from each revolving fund shall be subject to the limitations established by Town Meeting, and to any additional limitations as otherwise set forth in Massachusetts General Laws Chapter 44, Section 53E½.

(Airport Commission Request)

ARTICLE 4: To see if the Town will vote to amend the classification plan as shown below or pass any vote or votes in relation thereto.

- A. To see if the Town will vote to establish the position of Assistant Town Administrator within the Classification Plan at Grade I, with such benefits as are awarded to other non-union management personnel.
- B. To see if the Town will vote to establish the position of Selectboard Administrative Assistant within the Classification Plan at Grade B.
- C. To see if the Town will vote to establish the position of WPCF Laboratory Manager within the Classification Plan at Grade D.

(Selectboard Request)

ARTICLE 5: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2022, as set forth in Schedule I, Elected Officials, a copy of which is on file in the Office of the Town Clerk and on the Town’s website at <https://www.montague-ma.gov/p/374> or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 6: To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2022, as set forth in Schedule II, Appointed Officials, a

copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374> or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$11,176,944, or any other amount, for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374> and for any other necessary charges, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$2,872,377, or any other amount, for the purpose of operating the Water Pollution Control Facility and associated pumping stations, said sums to be allocated in accordance with Schedule IV, WPCF Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374>, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$316,015, or any other amount, for the purpose of operating the Turners Falls Airport, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$49,950, or any other amount, for the purpose of funding the operations, maintenance, and debt service of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$1,029,566, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$11,341,466, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,000, or any other amount, for the purpose of supplementing the Henry Waidlich Conservation Trust Fund, or pass any vote or votes in relation thereto.

(Conservation Commission Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$45,000, or any other amount, for the purpose of providing tuition and transportation for a Montague resident attending Smith Vocational School, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$75,000, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$130,000, or any other amount, for the purpose of purchasing and installing a facility back-up generator for the Water Pollution Control Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$21,584, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article #18C of the May 22, 2021, Annual Town Meeting, which provided funds for bid and project overruns, or pass any vote or votes in relation thereto.

(Town Administrator and CIC Requests)

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$415,000, or any other amount, for the following Town projects and all incidental and related costs, or to pass any vote or votes in relation thereto.

- A. \$125,000 for Town Hall Roof
- B. \$60,000 for Shea Front/Lower Roof
- C. \$130,000 for Carnegie Basement Renovation
- D. \$100,000 for Montague Center Library Masonry Repair

(Town Administrator and CIC Requests)

ARTICLE 19: To see if the Town will vote to amend the vote taken pursuant to Article 4 at the March 3, 2022 Special Town Meeting, which appropriated the sum of \$125,000 from the Capital Stabilization Fund to pay the first year payment on a lease-purchase agreement for a new combination vacuum and sewer cleaner truck, also known as a vactor truck, and any equipment related thereto, by authorizing the Selectboard to use said appropriation toward the outright purchase of said vactor truck, with the remaining purchase price to be funded through the use of ARPA grant funds, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Town Capital Stabilization Fund	131,200
OPEB Trust Fund	50,000
GMRSD Stabilization Fund	40,608
FCTS Stabilization Fund	124,356
Total:	346,164

(Finance Committee Request)

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$173,800, or any other amount, for costs associated with the establishment and operation of a marijuana establishment known as 253 Pharmacy, or pass any vote or votes in relation thereto.

- A. \$86,900 for contracted services of a licensed alcohol and drug abuse counselor and related curriculum material expenses for the Gill-Montague Regional School District
- B. \$86,900 for contracted services of a licensed alcohol and drug abuse counselor and related curriculum material expenses for the Franklin County Technical School

(Selectboard Request)

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$40,000, or any other amount, for the purpose of providing Science, Technology, Engineering, and Math afterschool enrichment programs, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 23: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,000, or any other amount, for the purpose of developing a Feasibility Assessment and Preliminary Design for roadway safety improvements to the intersection of Millers Falls Road and Industrial Boulevard, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 24: To see if the Town will vote, in accordance with Massachusetts General Laws, Chapter 40, Section 5B, to establish a special purpose stabilization fund to be known as the “Canal District Utility Improvement Fund”, for the purpose of funding installations, repairs, and upgrades of utility services for the Canal District of the Town, and anything incidental or related thereto; and further to accept the provisions of the fourth paragraph of said Massachusetts General Laws, Chapter 40, Section 5B, to allow one hundred percent (100%) of the funds received pursuant to the Town’s August 9, 2021 Agreement with FirstLight MA Hydro, LLC to be dedicated to said Fund, without further appropriation, to be effective for the Fiscal Year beginning on July 1, 2022; or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 25: To see if the Town will vote to rescind the unused \$286,081.30 borrowing authority as voted pursuant to Article #8 of the February 25, 2021, Special Town Meeting, which appropriated \$1,450,000 for the purpose of acquiring three properties for airport and aviation purposes, or to pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 26: To see if the Town will vote to rescind the unused \$1,305,011.05 borrowing authority as voted pursuant to Article #1 of the March 29, 2018, Special Town Meeting, which

appropriated \$11,146,762 for the purpose of building and equipping a new DPW Facility, or to pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 27. To see if the Town will vote to authorize the Selectboard to petition the General Court for one (1) additional on premises all alcoholic beverages license to be exercised and located at 196 Turners Falls Road in the Montague Center village of the Town, said license not to be transferred to any other location; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Selectboard approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, or pass any vote or votes in relation thereto.

The petition for special legislation shall take the following form:

AN ACT AUTHORIZING THE TOWN OF MONTAGUE TO GRANT ONE ADDITIONAL LIQUOR LICENSE FOR THE SALE OF ALL ALCOHOLIC BEVERAGES TO BE DRUNK ON THE PREMISES
Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the licensing authority of the town of Montague may grant one (1) additional license for the sale of all alcoholic beverages to be drunk on the premises pursuant to section 12 of said chapter 138 to El Nopalito Restaurant, located at 196 Turners Falls Road, in the town of Montague. The license shall be subject to all of said chapter 138 except said section 17.

(b) The licensing authority of the town of Montague shall not approve the transfer of the license granted pursuant to this act to any other location, but it may grant the license to a new applicant at the same location if the applicant files with the licensing authority a letter from the department of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

(c) If the license granted pursuant to this act is cancelled, revoked or no longer in use, it shall be returned physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority, which may then grant the license to a new applicant at the same location under the same conditions as specified in this act.

(d) The license granted pursuant to this act shall be issued not later than 2 years after the effective date of this act; provided however, that if the license is originally granted within that time period, it may be granted to a new applicant pursuant to subsection (b) or (c) anytime thereafter.

SECTION 2. This act shall take effect upon its passage.

(Board of Selectmen Request)

ARTICLE 28: To see if the Town will vote to authorize the Selectboard to petition the General Court for special legislation providing that all of the positions in the Police Department after passage of the Act not be subject to the Civil Service statute, all as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Selectboard approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, and to authorize the Selectboard to approve such amendments, or pass any vote or votes in relation thereto.

AN ACT EXEMPTING ALL POSITIONS IN THE POLICE DEPARTMENT OF THE TOWN OF MONTAGUE FROM THE CIVIL SERVICE LAW

Be it enacted by the Senate and House of Representatives, in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, all positions in the police department of the town of Montague shall be exempt from chapter 31 of the General Laws.

SECTION 2. This act shall not impair the civil service status of a person holding a position described in section 1 on the effective date of this act.

SECTION 3. Notwithstanding the provisions of Section 2, no appointments or promotions made after the effective date of this act will be governed in any way by chapter 31 of the General Laws.

SECTION 4. This act shall take effect upon its passage.

ARTICLE 29: To see if the Town will vote to adopt the 2022 Update to the Montague Economic Development and Industrial Corporation's Economic Development Plan developed in accordance with Mass General Laws Chapter 121 C, a copy of which is on file in the Office of the Town Clerk and on the Town's website at https://www.montague-ma.gov/files/MEDIC_ECON_DEV_PLAN_2022_DRAFT.pdf, or to pass any vote or votes in relation thereto.

(MEDIC Request)

ARTICLE 30. MOVED: That the Town vote to amend the Town’s Zoning Bylaws, in accordance with Chapter 40R of the Massachusetts General Laws, to add a new Section 10, to be titled “Smart Growth Overlay Districts (SGODs), as shown below, or to pass any vote or votes in relation thereto.

(Planning Board Request)

SECTION 10: SMART GROWTH OVERLAY DISTRICTS (SGODs)

1. PURPOSE

The purposes of this Section are:

1. To establish Smart Growth Overlay Districts (SGODs) to encourage smart growth in accordance with the purposes of G. L. Chapter 40R;
2. To encourage the revitalization of underutilized properties to benefit the general health and welfare of our residents and the region;
3. To encourage the creation of new multifamily and residential developments in appropriate locations at appropriate densities; and,
4. To maintain or increase the supply of affordable dwelling units;
5. To maintain a consistently high level of design quality.

2. DEFINITIONS

For purposes of this Section the following definitions shall apply. All capitalized terms shall be defined in accordance with the definitions established under the Governing Laws or Section 2.0, or as set forth in the PAA Regulations. With respect to their application to Section 10, to the extent that there is any conflict between the definitions or terms set forth in, or otherwise regulated by, the Governing Laws and those defined or used in Section 10, inclusive of any applicable Design Standards, PAA Regulations, or any other applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the terms of the Governing Laws shall govern.

Affordable Homeownership Unit - an Affordable Housing unit required to be sold to an Eligible Household.

Affordable Housing - housing that is affordable to and occupied by Eligible Households.

Affordable Housing Restriction - a deed restriction of Affordable Housing meeting the statutory requirements in G.L. Chapter 184, Section 31 and the requirements of Section 5.5 of this Bylaw.

Affordable Rental Unit - an Affordable Housing unit required to be rented to an Eligible Household.

Applicant – the individual or entity that submits a Project application for Plan Approval.

As-of-right - a use allowed under Section 10.4.0 without recourse to a special permit, variance, zoning amendment, or other form of zoning relief. A Project that requires Plan Approval by the PAA pursuant to Sections 10. 8.0 through 10. 12.0 shall be considered an as-of-right Project, subject to review and approval by DHCD of any Municipal 40R regulations, guidelines, application forms, or other requirements applicable to review of Projects by the Plan Approval Authority under the 40R Zoning and 760 CMR 59.00.

Department or DHCD - the Massachusetts Department of Housing and Community Development, or any successor agency.

Design Standards – provisions of Section 12 made applicable to Projects within the SGOD that are subject to the Plan Approval process.

Eligible Household - an individual or household whose annual income is less than or equal to 80 percent of the area-wide median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size, with income computed using HUD's rules for attribution of income to assets.

Governing Laws - G.L. Chapter 40R and 760 CMR 59.00.

Mixed-Use Development Project – a Project containing a mix of residential uses and non-residential uses, as allowed in Section 10. 4.2, and subject to all applicable provisions of Section 10.

Monitoring Agent or Administering Agent – the PAA or a qualified housing entity designated by the PAA, pursuant to Section 10. 5.2, to review and implement the Affordability requirements affecting Projects under Section 10. 5.0.

PAA Regulations – the rules and regulations of the PAA adopted pursuant to Section 10. 8.3.

Plan Approval Authority (PAA) - The local approval authority authorized under Section 10. 8.2 to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

Project - a Residential Project or Mixed-use Development Project undertaken within the SGOD in accordance with the requirements of Section 10.

Residential Project - a Project that consists solely of residential and any allowed or required parking and/or accessory uses, as further defined in Section 4.1.

SGOD – A Smart Growth Overlay District established in accordance with Section 10 and as shown on the Smart Growth Overlay District Map referenced in Section 3 herein and as shown of the Town’s Zoning Map.

Zoning Bylaw - the Zoning Bylaw of the Town of Montague.

3. Applicability of SGODs – SCOPE AND AUTHORITY

3.1 Establishment. The Smart Growth Overlay District, herein referred to as the “SGOD,” is an overlay district having a land area of approximately 4 acres in size that is superimposed over the underlying zoning district(s) and is shown on the Zoning Map as set forth on the map entitled “Smart Growth Overlay District, dated ___, prepared by ___.” This map is hereby made a part of the Zoning Bylaw and is on file in the Office of the Town Clerk.

3.2 Subdistricts. The SGOD contains the following Sub-Districts:
Sub-District A: Griswold Mill comprising approximately 3.02 acres and;
Sub-District B: First Street comprising approximately 1.16 acres.

3.3 Applicability of SGODs. An applicant may seek development of a Project located within the SGOD in accordance with the provisions of the Governing Laws and Section 10, including a request for Plan Approval by the PAA. In such case, notwithstanding anything to the contrary in the Zoning Bylaw, such application shall not be subject to any other provisions of the Zoning Bylaw, including limitations upon the issuance of building permits for residential uses related to a rate of development or phased growth limitation or to a local moratorium on the issuance of such permits, or to other building permit or dwelling unit limitations. To the extent that there is any conflict between the Governing Laws and Section 10, inclusive of the Design Standards, the PAA Regulations, and any otherwise applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the Governing Laws shall govern.

3.4 Underlying Zoning. The SGOD is an overlay district superimposed on all underlying zoning districts. The regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s) shall remain in full force, except for those Projects undergoing development pursuant to Section 10. Within the boundaries of the SGOD, an Applicant may elect either to develop a Project in accordance with the requirements of the SGOD, or to develop a project in accordance with requirements of the regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s).

3.5 Administration, Enforcement, and Appeals. The provisions of Section 10 shall be administered by the Building Inspector, except as otherwise provided herein. Any legal appeal arising out of a Plan Approval decision by the PAA under Sections 8 through 12 shall be

governed by the applicable provisions of G. L. Chapter 40R. Any other request for enforcement or appeal arising under this Section shall be governed by the applicable provisions of G. L. Chapter 40A.

4. PERMITTED USES - GENERAL

The following uses are permitted As-of-Right for Projects within SGODs unless otherwise specified under the corresponding section of the District-specific requirements.

4.1 Sub-District A (Griswold Mill). The following uses are allowed:

- a) Multifamily residential uses
- b) Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 51% of the gross floor area of the Project:
 - Offices, including medical offices.
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments, including daycares.
 - Bakeries and artisan food or beverage producers.
 - Restaurants and cafes, indoor or outdoor.
 - Hotels.
 - Community, education, or recreational uses, including museums, parks, playgrounds, health clubs and gym/fitness centers.
 - Municipal facilities.
 - Craft workshops or light assembly shops.
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses

4.2 Sub-District B (First Street). The following uses are allowed:

- a. Single-family, two-family, three-family, or multifamily residential uses, any of which may include live/work units.
- b. Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 51% of the gross floor area of the Project:
 - Offices, including medical offices and co-working facilities
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments.
 - Bakeries and artisan food or beverage producers.
 - Restaurants and cafes, indoor or outdoor.
 - Hotels
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses.

5. Housing and Housing Affordability

5.1 Number of Affordable Housing Units. For all Projects, not less than twenty percent (25%) of housing units constructed shall be Affordable Housing. For purposes of calculating the number of units of Affordable Housing required within a Project, any fractional unit of .5 or greater shall be deemed to constitute a whole unit.

5.2 Monitoring Agent. A Monitoring Agent which may be the PAA or other qualified housing entity shall be designated by the PAA. In a case where the Monitoring Agent cannot adequately carry out its administrative duties, upon certification of this fact by the designating official or by DHCD such duties shall devolve to and thereafter be administered by a qualified housing entity designated by the designating official. In any event, such Monitoring Agent shall ensure the following, both prior to issuance of a Building Permit for a Project within the SGOD, and on a continuing basis thereafter, as the case may be:

1. prices of Affordable Homeownership Units are properly computed; rental amounts of Affordable Rental Units are properly computed;
 2. income eligibility of households applying for Affordable Housing is properly and reliably determined;
 3. the housing marketing and resident selection plan conform to all requirements, have been approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR 59.00, and are properly administered;
 4. sales and rentals are made to Eligible Households chosen in accordance with the housing marketing and resident selection plan with appropriate unit size for each household being properly determined and proper preference being given; and
5. Affordable Housing Restrictions meeting the requirements of this section are approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR. 59.00, recorded with the proper registry of deeds.

5.3 Submission Requirements. As part of any application for Plan Approval for a Project within the SGOD submitted under Sections 10, the Applicant must submit the following documents to the PAA and the Monitoring Agent:

- 1) evidence that the Project complies with the cost and eligibility requirements of Section 10. 5.4;
- 2) Project plans that demonstrate compliance with the requirements of Section 10. 5.5; and

- 3) a form of Affordable Housing Restriction that satisfies the requirements of Section 10.5.6.

These documents in combination, to be submitted with an application for Plan Approval, shall include details about construction related to the provision, within the development, of units that are accessible to the disabled and appropriate for diverse populations, including households with children, other households, individuals, households including individuals with disabilities, and the elderly.

5.4 Cost and Eligibility Requirements. Affordable Housing shall comply with the following requirements:

1. Affordable Housing required to be offered for rent or sale shall be rented or sold to and occupied only by Eligible Households.
2. For an Affordable Rental Unit, the monthly rent payment, including applicable utility allowances, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.
3. For an Affordable Homeownership Unit the monthly housing payment, including mortgage principal and interest, private mortgage insurance, property taxes, condominium and/or homeowner's association fees, and insurance, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.

Prior to the granting of any Building Permit for a Project, the Applicant must demonstrate, to the satisfaction of the Monitoring Agent, that the method by which such affordable rents or affordable purchase prices are computed shall be consistent with state or federal guidelines for affordability applicable to Montague.

5.5 Design and Construction. Units of Affordable Housing shall be finished housing units. With respect to the minimum required number for a given Project, units of Affordable Housing shall be equitably integrated and proportionately dispersed throughout the residential portion of the Project of which they are part, across all residential buildings, floors, distinct unit types, and with respect to the gross floor area devoted to residential units, in accordance with the affordable housing restriction and marketing and tenant selection plan approved by DHCD and be comparable in initial construction quality, size, amenities, and exterior design to the other housing units in the Project. Unless expressly required otherwise under one or more applicable state or federal housing subsidy programs, the bedroom-per-unit average for the Affordable Housing must be equal to or greater than the bedroom-per-unit average for the unrestricted/market-rate units.

5.6 Affordable Housing Restriction. Each Project shall be subject to an Affordable Housing Restriction which is approved by DHCD pursuant to the Governing Laws and recorded with the

appropriate registry of deeds or district registry of the Land Court and which contains the following:

1. specification of the term of the Affordable Housing Restriction which shall be stipulated in the Plan Approval decision but in no case be less than thirty years;
2. the name and address of the Monitoring Agent with a designation of its power to monitor and enforce the Affordable Housing Restriction;
3. a description of the Affordable Homeownership Unit(s), by address and number of bedrooms in a Project or portion of a Project which is homeownership; and a description of the overall quantity, initial unit designations and number of bedrooms and number of bedroom types of the Affordable Rental Unit(s) in a Project or portion of a Project which is rental. Such restriction shall apply individually to the specifically identified Affordable Homeownership Unit and shall apply to a percentage of rental units of a rental Project or the rental portion of a Project with the initially designated Affordable Rental Units identified in, and able to float subject to specific approval by DHCD in accordance with, the corresponding Affirmative Fair Housing Marketing Plan (AFHMP) and DHCD's AFHMP guidelines.
4. reference to an affirmative fair housing marketing and resident selection plan, to which the Affordable Housing is subject, and which includes an affirmative fair housing marketing program, including public notice and a fair resident selection process. Such plan shall be consistent with DHCD guidance and approved by DHCD. Consistent with DHCD guidance, such plan shall include a preference based on need for the number of bedrooms in a unit and a preference based on need for the accessibility features of a unit where applicable, and may only provide for additional preferences in resident selection to the extent such preferences are also consistent with applicable law and approved by DHCD.
5. a requirement that buyers or tenants will be selected at the initial sale or initial rental and upon all subsequent sales and rentals from a list of Eligible Households compiled in accordance with the housing marketing and selection plan;
6. reference to the formula pursuant to which rent of an Affordable Rental Unit or the maximum resale price of an Affordable Homeownership Unit will be set;
7. a requirement that only an Eligible Household may reside in Affordable Housing and that notice of any lease of any Affordable Rental Unit shall be given to the Monitoring Agent;
8. provision for effective monitoring and enforcement of the terms and provisions of the Affordable Housing Restriction by the Monitoring Agent;
9. provision that the AHR on an Affordable Homeownership Unit shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit initial sale and re-sale to and occupancy by an Eligible Household;
10. provision that the AHR on Affordable Rental Units in a rental Project or rental portion of a Project shall run with the rental Project or rental portion of a Project and shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit rental and occupancy to an Eligible Household;

11. provision that the owner[s] or manager[s] of Affordable Rental Unit[s] shall file an annual report to the Monitoring Agent, in a form specified by that agent certifying compliance with the Affordability provisions of this Bylaw and containing such other information as may be reasonably requested in order to ensure affordability; and
12. a requirement that residents in Affordable Housing provide such information as the Monitoring Agent may reasonably request in order to ensure affordability.

5.7 Costs of Housing Marketing and Selection Plan. The housing marketing and selection plan or any associated Monitoring Services Agreement may make provision for payment by the Project applicant of reasonable costs to the Monitoring Agent to develop, advertise, and maintain the list of Eligible Households and to monitor and enforce compliance with affordability requirements.

5.8 Age Restrictions. Nothing in Section 10 shall permit the imposition of restrictions on age upon Projects unless proposed or agreed to voluntarily by the Applicant. However, the PAA may, in its review of a submission under Section 10. 5.3, allow a specific Project within the SGOD designated exclusively for the elderly, persons with disabilities, or for assisted living, provided that any such Project shall be in compliance with all applicable federal, state and local fair housing laws and regulations and not less than twenty-five percent (25%) of the housing units in such a restricted Project shall be restricted as Affordable Housing units.

5.9 Phasing. For any Project that is approved and developed in phases in accordance with Section 10. 8.4, the percentage of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10. 5.1. Where the percentage of Affordable Housing is not uniform across all phases, the unit dispersal and bedroom proportionality requirements under Section 10. 5.5 shall be applied proportionately to the Affordable Housing provided for in each respective phase.

5.10 No Waiver. Notwithstanding anything to the contrary herein, the Affordability provisions in Section 10. 5.0 shall not be waived.

6. Dimensional and Density Requirements - GENERAL

6.1 Residential Density. Multifamily Residential (four or more dwelling units) and Mixed Use Development Projects in a SGOD, and in any Sub-District, may be developed as-of-right at a minimum density of 20 dwelling units per acre of Developable Land. Two-family and three-family residential Projects may be developed as-of-right in Sub-District B at a minimum density of 12 dwelling units per acre of Developable Land. Single-family residential use Projects may be developed as-of-right in Sub-District B at a minimum density of 8 dwelling units per acre of Developable Land.

6.2 Lot Area, Frontage, and Yard Setbacks

Each Project shall have:	
Minimum Project area:	4,000 square feet
Minimum length of frontage:	30 feet
Minimum front yard setback:	0 feet
Maximum front yard setback:	no maximum setback
Minimum side yard setback:	no requirement between buildings within a Project; 10 feet between any Project building and the boundary of the applicable Sub-District
Minimum rear yard setback:	no requirement between buildings within a Project; 10 feet between any Project building and the boundary of the applicable Sub-District

For the purposes of this subsection, frontage and front yard setbacks shall be determined with respect to public and private streets, as well as to private ways providing similar access.

Access: Individual buildings or parcels within a Project site shall have coordinated street access. There shall be not more than one driveway (curb cut) per 50 feet of frontage.

6.3 Open Space: A minimum of 20 percent of the total Project area shall be open space. For the purpose of this subsection, “open space” shall be defined as yards, playgrounds, walkways and other areas not covered by parking and driveways; such open space need not be accessible to the public. This minimum percentage may be reduced by the PAA through the Plan Approval process only if the Project provides for direct access or enjoyment of the Connecticut River.

6.4. Building Height, maximum:

Subdistrict A: 60 feet
 Subdistrict B: 40 feet

7. Parking Requirements - GENERAL

The parking requirements applicable for Projects within the SGOD are as follows.

7.1 Number of parking spaces. Unless otherwise found to be Unduly Restrictive with respect to Project feasibility and approved by the PAA, the following minimum and maximum numbers of off-street parking spaces shall be provided and allowed, respectively, by use, either in surface parking, within garages or other structures, or on-street:

Residential Project: Minimum One parking space per residential unit, maximum 2 parking spaces per residential unit.

Mixed-use Project: Same formula for residential units plus the applicable quantity computed per Section 7.2.2 of the Town's Zoning Bylaws for non-residential uses.

The PAA may allow for additional visitor parking spaces beyond the 2 maximum spaces per unit if deemed appropriate given the design, layout and density of the proposed residential or other development. The PAA may allow for a decrease in any required parking as provided in Sections 7.2 and 7.3 below.

7.2 Shared Parking. Notwithstanding anything to the contrary herein, the use of shared parking to fulfill parking demands noted above that occur at different times of day is strongly encouraged. Minimum parking requirements above may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies (e.g. the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other approved studies) or the PAA is otherwise satisfied that the reduced parking is nonetheless sufficient and consistent with smart growth practices.

7.3 Reduction in parking requirements. Notwithstanding anything to the contrary herein, any minimum required amount of parking may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that the lesser amount of parking will not cause excessive congestion, endanger public safety, or that lesser amount of parking will provide positive environmental or other benefits, taking into consideration:

- a) the availability of surplus off-street parking in the vicinity of the use being served and/or the proximity of a bus stop or transit station;
- b) the availability of public or commercial parking facilities in the vicinity of the use being served;
- c) shared use of off-street parking spaces serving other uses having peak user demands at different times;
- d) To the extent consistent with 760 CMR 59.04(1)(g) and 760 CMR 59.04(l)(i)1., age or other occupancy restrictions which are likely to result in a lower level of auto usage;
- e) impact of the parking requirement on the physical environment of the affected lot or the adjacent lots including reduction in green space, destruction of significant existing trees and other vegetation, destruction of existing dwelling units, or loss of pedestrian amenities along public ways; and
- f) Any applicable transportation demand management strategies that will be integrated into the Project or such other factors as may be considered by the PAA.

7.4 Location of Parking. Any surface parking lot shall, to the maximum extent feasible, be located at the rear or, where such location is deemed infeasible by the PAA, the side of a building, relative to any principal street, public open space, or pedestrian way.

8. PLAN APPROVAL OF PROJECTS: GENERAL PROVISIONS

8.1 Plan Approval. An application for Plan Approval shall be reviewed by the PAA for consistency with the purpose and intent of Section 10. Such Plan Approval process shall be construed as an As-of-Right review and approval process as required by and in accordance with the Governing Laws. Any Project with uses allowable in Section 4 shall be subject to the Plan Approval Process.

8.2 Plan Approval Authority (PAA). The Montague Planning Board consistent with G.L. Chapter 40R and 760 CMR 59.00, shall be the Plan Approval Authority (the “PAA”), and it is authorized to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

8.3 PAA Regulations. The Plan Approval Authority may adopt administrative rules and regulations relative to Plan Approval. Such rules and regulations and any amendments thereof must be approved by the Department of Housing and Community Development.

8.4 Project Phasing. An Applicant may propose, in a Plan Approval submission, that a Project be developed in phases, provided that the submission shows the full buildout of the Project and all associated impacts as of the completion of the final phase, and subject to the approval of the PAA. Any phased Project shall comply with the provisions of Section 10.5.9.

9. PLAN APPROVAL PROCEDURES

9.1 Preapplication. Prior to the submittal of a Plan Approval submission, a “Concept Plan” may be submitted to help guide the development of the definitive submission for Project buildout and individual elements thereof. Such Concept Plan should reflect the following:

1. Overall building envelope areas;
2. Open space and natural resource areas; and
3. General site improvements, groupings of buildings, and proposed land uses.

The Concept Plan is intended to be used as a tool for both the Applicant and the PAA to ensure that the proposed Project design will be consistent with the Design Standards and other requirements of the SGOD.

9.2 Required Submittals. An application for Plan Approval shall be submitted to the PAA on the form provided by the PAA and approved by DHCD, along with application fee(s) which shall be as set forth in the PAA Regulations. The application shall be accompanied by such plans and documents as may be required and set forth in the PAA Regulations. For all Projects, the application shall be accompanied by all materials required under Section 10.

5.3. All site plans shall be prepared by a certified architect, landscape architect, and/or a civil engineer registered in the Commonwealth of Massachusetts. All landscape plans shall be prepared by a certified landscape architect registered in the Commonwealth of Massachusetts. All building elevations shall be prepared by a certified architect registered in the Commonwealth of Massachusetts. All plans shall be signed and stamped, and drawings

prepared at a scale of [one inch equals forty feet (1"=40') or larger], or at a scale as approved in advance by the PAA.

9.3 Filing. An Applicant for Plan Approval shall file the required number of copies of the application form and the other required submittals as set forth in the PAA Regulations with the Montague Clerk and a copy of the application including the date of filing certified by the Montague Clerk shall be filed forthwith with the PAA.

9.4 Circulation to Other Boards. Upon receipt of the application, the PAA shall immediately provide a copy of the application materials to the Select Board, Board of Appeals, Board of Health, Conservation Commission, Fire Department, Police Department, Building Department, Department of Public Works, the Monitoring Agent (if already identified, for any Project subject to the Affordability requirements of Section 10. 5.0), and other municipal officers, agencies or boards for comment, and any such board, agency or officer shall provide any written comments within 60 days of its receipt of a copy of the plan and application for approval.

9.5 Hearing. The PAA shall hold a public hearing for which notice has been given as provided in Section 11 of G.L. Chapter 40A. The decision of the PAA shall be made, and a written notice of the decision filed with the Town Clerk, within 120 days of the receipt of the application by the Town Clerk. The required time limits for such action may be extended by written agreement between the Applicant and the PAA, with a copy of such agreement being filed in the office of the Town Clerk. Failure of the PAA to take action within said 120 days or extended time, if applicable, shall be deemed to be an approval of the Plan Approval application.

9.6 Peer Review. The Applicant shall be required to pay for reasonable consulting fees to provide peer review of the Plan Approval application, pursuant to G.L. Chapter 40R, Section 11(a). Such fees shall be held by the Town in a separate account and used only for expenses associated with the review of the application by outside consultants, including, but not limited to, attorneys, engineers, urban designers, housing consultants, planners, and others. Any surplus remaining after the completion of such review, including any interest accrued, shall be returned to the Applicant forthwith.

10. PLAN APPROVAL DECISIONS

10.1 Plan Approval. Plan Approval shall be granted where the PAA finds that:

1. the Applicant has submitted the required fees and information as set forth in the PAA Regulations; and
2. the Project as described in the application meets all of the requirements and standards set forth in Section 10 and the PAA Regulations, or a waiver has been granted therefrom; and
3. any extraordinary adverse potential impacts of the Project on nearby properties have been adequately mitigated.

For all Projects, compliance with condition (2) above shall include written confirmation by the Monitoring Agent that all requirements of Section 10. 5.0 have been satisfied. Any Plan Approval decision for a Project shall specify the term of such affordability, which shall be no less than thirty years. The PAA may attach conditions to the Plan Approval decision that are necessary to ensure substantial compliance with Section 10, or to mitigate any extraordinary adverse potential impacts of the Project on nearby properties.

10.2 Plan Disapproval. A Plan Approval application may be disapproved only where the PAA finds that:

1. the Applicant has not submitted the required fees and information as set forth in the Regulations; or
2. the Project as described in the application does not meet all of the requirements and standards set forth in Section 10 and the PAA Regulations, or that a requested waiver therefrom has not been granted; or
3. it is not possible to adequately mitigate significant adverse Project impacts on nearby properties by means of suitable conditions.

10.3 Waivers. Upon the request of the Applicant and subject to compliance with the Governing Laws and Section 10. 5.10, the Plan Approval Authority may waive dimensional and other requirements of Section 10, including the Design Standards, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the SGOD, or if it finds that such waiver will allow the Project to achieve the density, affordability, mix of uses, and/or physical character allowable under Section 10.

10.4 Project Phasing. The PAA, as a condition of any Plan Approval, may allow a Project to be phased at the request of the Applicant, or it may require a Project to be phased for the purpose of coordinating its development with the construction of Planned Infrastructure Improvements (as that term is defined under 760 CMR 59.00), or to mitigate any extraordinary adverse Project impacts on nearby properties. For Projects that are approved and developed in phases, unless otherwise explicitly approved in writing by the Department in relation to the specific Project, the proportion of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10. 5.1.

10.5 Form of Decision. The PAA shall issue to the Applicant a copy of its decision containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision, and certifying that a copy of the decision has been filed with the Town Clerk and that all plans referred to in the decision are on file with the PAA. If twenty (20) days have elapsed after the decision has been filed in the office of the Town Clerk without an appeal having been filed or if such appeal, having been filed, is dismissed or denied, the Town Clerk shall so certify on a copy of the decision. If a plan is approved by reason of the failure of the PAA to timely act, the Town Clerk shall make such certification on a copy of the application. A copy of the decision or application bearing such certification shall be recorded in the registry of

deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. The fee for recording or registering shall be paid by the Applicant.

10.6 Validity of Decision. A Plan Approval shall remain valid and shall run with the land indefinitely, provided that construction has commenced within two years after the decision is issued, which time shall be extended by the time required to adjudicate any appeal from such approval and which time shall also be extended if the Project proponent is actively pursuing other required permits for the Project or there is other good cause for the failure to commence construction, or as may be provided in a Plan Approval for a multi-phase Project.

11. CHANGE IN PLANS AFTER APPROVAL BY PAA

11.1 Minor Change. After Plan Approval, an Applicant may apply to make minor changes in a Project involving minor utility or building orientation adjustments, or minor adjustments to parking or other site details that do not affect the overall buildout or building envelope of the site, or provision of open space, number of housing units, or housing need or affordability features. Such minor changes must be submitted to the PAA on redlined prints of the approved plan, reflecting the proposed change, and on application forms provided by the PAA. The PAA may authorize such changes at any regularly scheduled meeting, without the need to hold a public hearing. The PAA shall set forth any decision to approve or deny such minor change by motion and written decision and provide a copy to the Applicant for filing with the Town Clerk.

11.2 Major Change. Those changes deemed by the PAA to constitute a major change in a Project because of the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the PAA as a new application for Plan Approval pursuant to Sections 10. 8.0 - through 10. 12.0.

12. DESIGN STANDARDS - GENERAL

12.1. Design Standards. The Plan Approval Authority may adopt, by simple majority vote, Design Standards which shall be applicable to Development Projects subject to Plan Approval by the Plan Approval Authority. Such Design Standards must be objective and not subjective and may only address the scale and proportions of buildings, the alignment, width, and grade of streets and sidewalks, the type and location of infrastructure, the location of building and garage entrances, off street parking, the protection of significant natural site features, the location and design of on-site open spaces, exterior signs, and buffering in relation to adjacent properties. DHCD may, at its discretion, may require Design Standards to contain graphics illustrating a particular standard or definition in order to make such standard or definition clear and understandable.

12.2. DHCD Approval. After adopting Design Standards, the PAA shall submit Design Standards to DHCD for approval. Design Standards shall not take effect until approved by DHCD and filed with the Town Clerk. In submitting proposed Design Standard for DHCD approval, the PAA shall also submit sufficient documentation clearly showing that the proposed Design Standards will not add unreasonable costs to Development Projects or unreasonably impair the economic feasibility of a Development Project. A letter from a developer, property owner or other interested party indicating that the Design Standards will not add unreasonable costs or unreasonably impair (as such term is defined under 760 CMR 59.02) the economic feasibility of a Development Project shall not constitute sufficient documentation. At its discretion, DHCD may disapprove Design Standards if it finds that the PAA has not adopted objective Design Standards or has not submitted such documentation.

12.3. Plan Approval. An application for Plan Approval that has been submitted to the Town Clerk pursuant to this Section 10 shall not be subject to Design Standards that have not been approved by DHCD and filed with the Town Clerk.

13. SEVERABILITY

If any provision of Section 10 is found to be invalid by a court of competent jurisdiction, the remainder of Section 10 shall not be affected but shall remain in full force. The invalidity of any provision of Section 10 shall not affect the validity of the remainder of the Montague Zoning Bylaws.

ARTICLE 31: That the Town vote in accordance with MGL c. 40, § 15A to transfer from the board or commission having the care, custody, and control of a parcel of land containing 2.27 acres of land, more or less, located at 11 Power Street and identified as Assessors' Parcel ID 03-0-027 further described in a deed recorded with the Franklin Registry of Deeds in Book 6418, Page 65, and referenced in a judgement in a tax lien case recorded with said Registry in Book 7959, Page 332 and shown on a plan recorded with said Registry in Plan Book 133, Page 21 to the Selectboard for the purposes of economic development or the development of low or moderate income housing; and further, that the Selectboard be authorized to sell, lease, transfer or convey any portion or all of the aforesaid property upon such terms and conditions and for such amounts as the Selectboard shall deem fit, subject to the approval of the Montague Economic Development and Industrial Corporation, and further that the Selectboard be authorized to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Planning Department Request)

ARTICLE 32: To see if the Town will vote to transfer care, custody and control of a parcel of land containing 0.65 acres of land, more or less, located on First Street and identified as Assessors' Parcel ID 04-0-0031, from the Selectboard for general municipal purposes to the Selectboard

for general municipal purposes or for developing low or moderate income housing and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land for such sum and upon such conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Planning Department Request)

ARTICLE 33: To see if the Town will vote to amend the Town’s General Bylaws to add a new Bylaw, to be titled “Demolition Delay”, as shown below, and to authorize the Town Clerk to assign such numbering as is appropriate to bring said bylaw into conformance with the existing codification, or to pass any vote or votes in relation thereto.

Montague Demolition Delay Bylaw

§ 1 Purpose.

The purpose of this Bylaw is to preserve and protect, through advance notice of their proposed demolition, Significant Buildings within the Town of Montague which constitute or reflect distinctive features of the architectural, cultural, political, economic, or social history of the Town, to encourage owners of Preferably Preserved Significant Buildings to seek out persons who might be willing to purchase and to preserve, rehabilitate, or restore such buildings rather than demolish them, to alert residents of the Town to impending demolitions of Significant Buildings, and by furthering these purposes to promote the public welfare, to preserve the resources of the Town, and to make the Town a more attractive and desirable place to live. To achieve these purposes, the Montague Historical Commission is empowered to advise the Montague Inspector of Buildings with respect to the issuance of permits involving demolition, and the issuance of demolition permits for Significant Buildings is regulated as provided in this Bylaw.

§ 2 Definitions.

As used in this Bylaw, the following terms shall have the meanings indicated:

APPLICATION

An application for a permit involving the demolition of a Significant Building. Every application shall include the address of the building to be demolished, the owner's name, address and telephone number, photographs of all sides of the building visible from a public way taken within the past year, plans, a narrative description of the building and justification of the proposed demolition, and a brief description of the proposed reuse, reconstruction, or replacement.

BUILDING

Any combination of materials capable of providing shelter for persons, animals, or property.

COMMISSION

The Montague Historical Commission.

DEMOLITION

Any act of pulling down, destroying, removing, or razing a structure or significant portion thereof, or commencing the work of total or substantial destruction with the intent of completing the same. Significant portion is defined as twenty-five percent (25%) of the volume of the building or structure, or twenty-five percent (25%) of the roof structure. For purposes of this Bylaw, the term "demolition" shall not include the ordinary maintenance or repair of any building or structure, interior renovations, or removal or demolition of any ancillary portion of a structure such as porches, decks, or windows, provided that in the instance of demolition of said ancillary portions for the purpose of repair or replacement, said repair or replacement shall be done using like-kind or better materials.

DEMOLITION PERMIT

A permit issued by the Inspector of Buildings under the State Building Code for the demolition of a building or structure.

INSPECTOR OF BUILDINGS

The administrative chief of the building department in a municipality who is charged with the administration and enforcement of 780 CMR, the Massachusetts State Building Code.

SIGNIFICANT BUILDING

- A.** Any building or structure individually listed on the National Register of Historic Places or is the subject of a pending application for listing on said National Register; or
- B.** Any building or structure evaluated by Massachusetts Historical Commission to be a contributing building within a National Register or State Register District; or
- C.** Any building or structure which has been certified by the Massachusetts Historical Commission to meet eligibility requirements for individual listing on the National Register of Historical Buildings; or
- D.** Any Building or structure constructed, or a portion of which was constructed, over 100 years ago that contributes to the historical or architectural heritage or resources of the Town.

§ 3 Preferably Preserved Significant Buildings.

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A. A Preferably Preserved Significant Building is any Significant Building which the Montague Historical Commission determines, pursuant to the procedure detailed in § 4, is in the public interest to be preserved or rehabilitated rather than to be demolished. A Preferably Preserved Significant Building is subject to the one-year delay period of this Bylaw.

B. The Montague Historical Commission may determine that a building or structure be designated as a Preferably Preserved Significant Building if it meets one or more of the following criteria:

(1) It is listed on, or is within an area listed on, the National Register of Historic Places, or is the subject of a pending application for listing on said National Register; or

(2) The Montague Historical Commission determines that the structure meets one or more of the following three criteria:

(a) Historical importance. The structure meets the criteria of historical importance if it:

[1] Has character, interest, or value as part of the development, heritage or cultural characteristics of the Town of Montague, the Commonwealth of Massachusetts, or the nation; or

[2] Is the site of an historic event; or

[3] Is identified with a person or group of persons who had some influence on society; or

[4] Exemplifies the cultural, political, economic, social, or historic heritage of the community.

(b) Architectural importance. The structure meets the criteria of architectural importance if it:

[1] Portrays the environment of a group of people in an era of history characterized by a distinctive architectural style; or

[2] Embodies those distinguishing characteristics of an architectural type; or

[3] Is the work of an architect, master builder or craftsman whose individual work has influenced the development of the Town; or

[4] Contains elements of architectural design, detail, materials, or craftsmanship which represent a significant innovation.

(c) Geographic importance. The structure meets the criteria of geographic importance if:

[1] The site is part of, or related to, a square, park, or other distinctive area; or

[2] The structure, as to its unique location or its physical characteristics, represents an established and familiar visual feature of the neighborhood, or the community as a whole.

§ 4 Procedure.

A. No permit for the demolition of any building or structure shall be issued other than in conformity with this Bylaw. The Inspector of Buildings, on the day of receipt of an application for demolition of a Significant Building or within seven days, shall cause a copy of each such permit application to be forwarded to the Montague Historical Commission. At such time, the applicant will be notified that their permit application has been submitted to the Montague Historical Commission. No demolition permit shall be issued at that time, unless the Inspector of Buildings deems the building is in need of emergency demolition and the emergency demolition provisions of this Bylaw have been met.

B. The Montague Historical Commission shall hold a public hearing within 45 days of receiving a copy of such application and shall give public notice thereof by publishing notice of the time, place, and purpose of the hearing in a local newspaper at least 14 days before said hearing. The Montague Historical Commission shall mail a copy of said notice to the applicant and shall, at least seven days prior to said hearing, notify the Selectboard, Town Administrator, Inspector of Buildings, Planning Department, Planning Board, Zoning Board of Appeals, and such other persons as the Montague Historical Commission shall deem entitled to notice. The applicant shall notify all abutting landowners as they appear on the most recent local tax list no later than seven days prior to said hearing.

C. If, after such hearing, the Montague Historical Commission determines that the demolition of the Significant Building would not be detrimental to the historical or architectural heritage or resources of the Town, the Montague Historical Commission shall so notify the Inspector of Buildings and Selectboard within seven days of such determination. Upon receipt of such notification, or after the expiration of 21 days from the date of the close of the public hearing, if he or she has not received notification from the Montague Historical Commission, the Inspector of Buildings may, subject to the requirements of the State Building Code and any other applicable laws, rules, or regulations, issue the demolition permit.

D. If, after such hearing, the Montague Historical Commission determines that the demolition of the Significant Building would be detrimental to the historical or architectural heritage or resources of the Town, such building shall be considered a

Preferably Preserved Significant Building. The Montague Historical Commission's determination remains in effect for one year from the date of decision. Upon a determination by the Montague Historical Commission that the Significant Building which is the subject of the application for a demolition permit is a Preferably Preserved Significant Building, the Montague Historical Commission shall, within seven days, so advise the applicant by registered mail, and the Inspector of Buildings, and no demolition permit may be issued until at least one year after the date of designation as a Preferably Preserved Significant Building. The applicant shall, upon notice of said designation, secure the building or site against vandalism, fire or other destruction and post a copy of said designation on the building in a place visible from the nearest public way. The applicant shall give reasonable access to the building or site to the Montague Historical Commission.

E. Notwithstanding the preceding section, the Inspector of Buildings may issue a demolition permit for a Preferably Preserved Significant Building at any time after receipt of written advice from the Montague Historical Commission to the effect that either:

(1) The Montague Historical Commission is satisfied that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate, or restore such building; or

(2) The Montague Historical Commission is satisfied that reasonable efforts have been made to identify a purchaser to preserve, rehabilitate or restore the subject building, and that such efforts have been unsuccessful.

§ 5 Emergency demolition.

Nothing in this Bylaw shall be construed to derogate in any way from the authority of the Inspector of Buildings derived from Massachusetts General Laws Chapter 143.

A. If a building poses an immediate threat to public health or safety due to its deteriorated condition, the owner of such building or structure may request issuance of an emergency demolition permit from the Inspector of Buildings.

B. Upon receipt of any application for an emergency demolition permit, the Inspector of Buildings shall within five days transmit a copy thereof to the Montague Historical Commission.

C. As soon as is practicable, but within 14 days after receipt of such an application, and regardless as to whether a copy of the emergency demolition permit has been transmitted to the Montague Historical Commission, the Inspector of Buildings shall

inspect the building with an inspection team consisting of the Inspector of Buildings, Fire Chief, Montague Historical Commission Chair, or the designees of said officials.

- D.** Within five days after inspection of the building and after consultation with other members of the inspection team, the Inspector of Buildings shall determine:
- (1)** Whether the condition of the building or structure represents a serious and imminent threat to public health and safety; and
 - (2)** Whether there is any reasonable alternative to the immediate demolition of the building which would protect public health and safety.
- E.** If the Inspector of Buildings finds 1) that the condition of the building or structure poses a serious and imminent threat to public health and safety, and 2) that there is no reasonable alternative to the immediate demolition of the building or structure which would protect public health and safety, then the Inspector of Buildings may issue an emergency demolition permit to the owner of the building.
- F.** If the Inspector of Buildings finds 1) that the condition of the building does not pose a serious and imminent threat to public health and safety, and/or 2) that there are reasonable alternatives to the immediate demolition of the building which would protect public health and safety, then the Inspector of Buildings may refuse to issue an emergency demolition permit to the owner of the building or structure.
- G.** Upon issuing an emergency demolition permit under the provisions of this section, the Inspector of Buildings shall submit a brief written report to the Montague Historical Commission describing the condition of the building and the basis for his/her decision to issue an emergency demolition permit. Nothing in this section shall be inconsistent with the procedure for the demolition and/or securing of buildings and structures established by G.L. c. 143, §§ 6 through 10.

§ 6 Enforcement and remedies.

The Inspector of Buildings is specifically authorized to institute any and all actions and proceedings, in law or equity, as he/she may deem necessary and appropriate to obtain compliance with the provisions of this Bylaw or to prevent a threatened violation thereof.

- A.** No permit for erection of a new structure on the site of an existing Preferably Preserved Significant Building may be issued prior to issuance of a permit for demolition of such existing building.
- B.** No permit for erection of a new building, paving of drives or for parking shall be issued for one year from the commencement of such work if a structure is demolished in violation of this Bylaw. The Commission may suspend this moratorium if it determines

that earlier reconstruction, restoration, or other remediation of any demolition in violation of this Bylaw better serves the intent and purpose of this Bylaw.

- C.** Any owner of a building and/or structure subject to this Bylaw who knowingly acts to demolish said building and/or structure, or damage a portion of a building or structure in a way which increases its likelihood of total failure, without first obtaining a building permit for demolition in accordance with the provisions of this Bylaw, or who likewise by some causative action contributes to the deterioration of said building or structure during the demolition review period, shall be in violation of this Bylaw and subject to enforcement by a noncriminal complaint pursuant to the provisions of G.L. c. 40, § 21D, as amended.
- D.** Notwithstanding the provisions of Article 30 of the Town of Montague Bylaws, the fine for any such violation shall be \$300 for each offense. Each day the violation exists shall constitute a separate offense until the demolished building is rebuilt or recreated as directed by the Montague Historical Commission, or unless otherwise agreed to by the Montague Historical Commission.

§ 7 Historic Districts Act.

If any provision of this Bylaw conflicts with Massachusetts General Laws Chapter 40C, the Historic District Act, that Act shall prevail.

(Historical Commission Request)

ARTICLE 34:

FAIR SHARE AMENDMENT-MONTAGUE RESOLUTION OF SUPPORT

WHEREAS, Massachusetts needed new investments in our transportation and public education systems even before the COVID-19 pandemic, and those investments are needed more than ever to lift our economy into an equitable and long-lasting recovery;

WHEREAS, the best way to help working families and rebuild a strong economy for us all is to make sure that we have quality public schools for our children, affordable public higher education, and a reliable transportation system; and

WHEREAS, Montague has numerous structurally deficient bridges and overdue road repair and replacement projects; and

WHEREAS, students need a well-rounded education and major investments in public education are needed to help students recover academically, socially, and emotionally from the COVID-19 pandemic; and

WHEREAS, tuitions and fees at our public colleges are among the highest in the country, forcing students to take on enormous debt just to receive a degree; and

WHEREAS, new state revenue is necessary to rebuild crumbling roads and bridges, improve our public schools from Pre-K through college, expand access to vocational and technical training invest in reliable and decarbonized public transportation, make public higher education affordable again, and expand opportunities for healthy walking and bicycling; and

WHEREAS, wealth Massachusetts residents saw their investments grow during the pandemic while working families struggled, and Massachusetts' wealthiest residents should pay their fair share to support our communities and grow our economy; and

WHEREAS, the Legislature's Constitutional Convention voted 159-41 to place the Fair Share Amendment on the November 2022 statewide ballot;

THEREFORE, let it be resolved that the Montague Town Meeting Supports the proposed Fair Share Amendment that would create an additional tax of four percentage points on annual income above one million dollars and dedicate the funds raised by this tax to quality public education, affordable public colleges and universities, and for the repair and maintenance of roads, bridges, and public transportation.

(Petitioned Article)

And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this 11th day of April in the Year of Our Lord Two Thousand and Twenty-Two.

Matthew Lord

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA April ____, 2022

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

Constable of Montague

Montague Reporter

Please publish the following as a legal notice on Thursday, March 24, 2022.

PUBLIC HEARING

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that Santo Taco dba Santo Taco, Ivette Mateos Reyes as manager, has applied for a Seasonal § 12 General On-Premises Wine and Malt Beverage License. The premise is located at 148 2nd Street, Turners Falls, MA consisting of a 5,500 sq. ft. fenced/roped outdoor lot. There will be a mobile food trailer and locked refrigerated shipping container for storage. There will be 2 entrances and exits.

Date and place of hearing: Monday, March 28, 2022 at 7:00 P.M. via ZOOM
<https://www.montague-ma.gov/d/6641/Selectboard-Meeting>

Montague License Commissioners



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

MONTAGUE

City /Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/ Directors/LLC Managers
- Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address Zip Code

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter

of the Acts of (year)

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

The premise is located at 148 2nd Street, Turners Falls, MA consisting of a 5,500 sq. ft. fenced/roped outdoor lot. There will be a mobile food trailer and locked refrigerated shipping container for storage. There will be 2 entrances and exits.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="§12 General On-Premises"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Seasonal"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

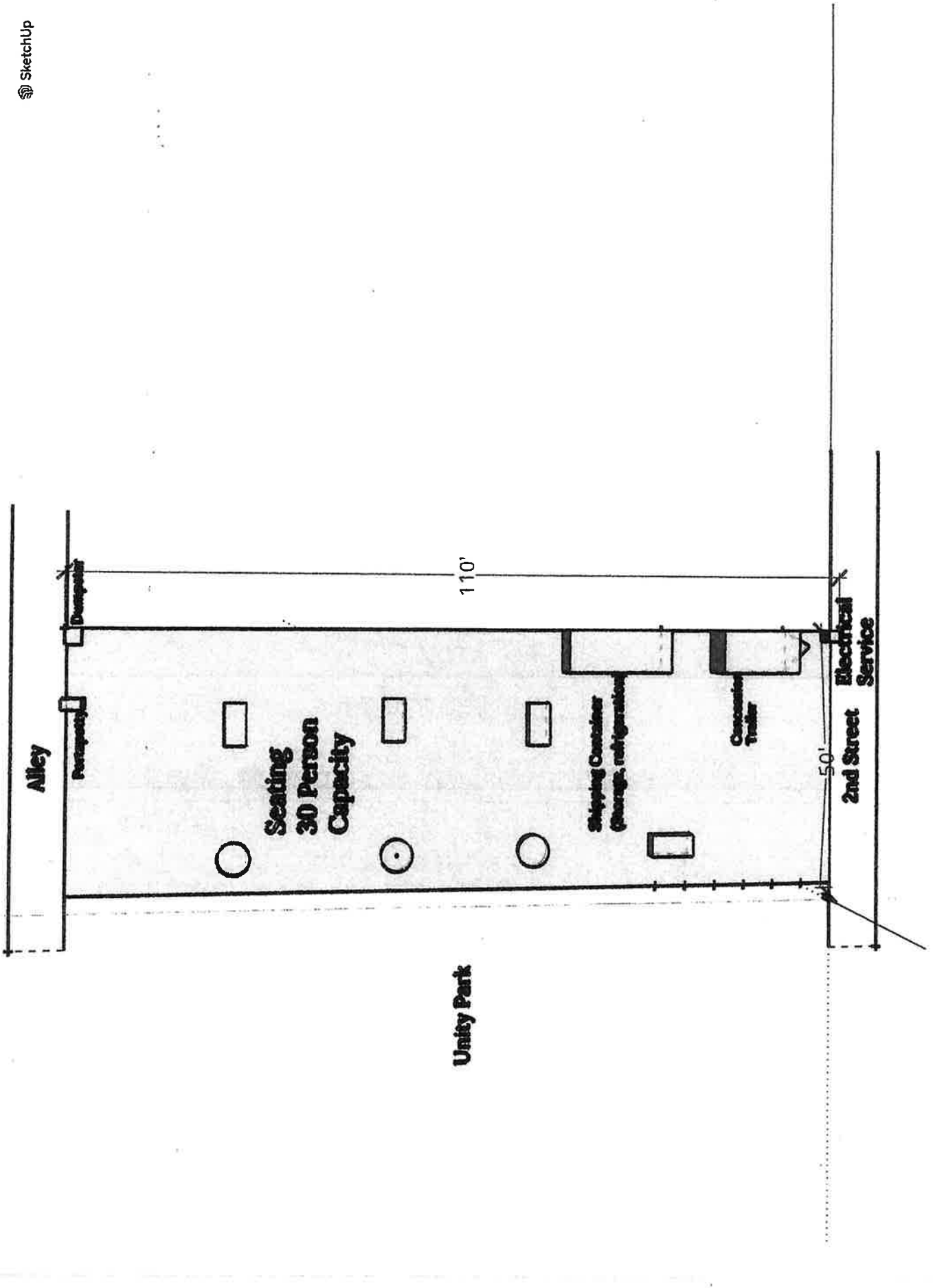
The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

Our vision is to offer truly authentic Mexico City style street food in a unique outdoor dining setting using a converted vintage horse trailer as a concession trailer and a storage shipping container with a mural painted on the outside. The combination of our authentic tacos using high quality locally sourced ingredients and a site with an aesthetic that would not be out of place in New York or London will provide Western Massachusetts with a new and exciting food venue.

The addition of an on premises alcohol license would allow us to make authentic Mexican beverages such as Micheladas that are made by combining beer with fresh lime juice and Clamato.



Unity Park

Alley

Periscope

Dumpster

Seating
30 Person
Capacity

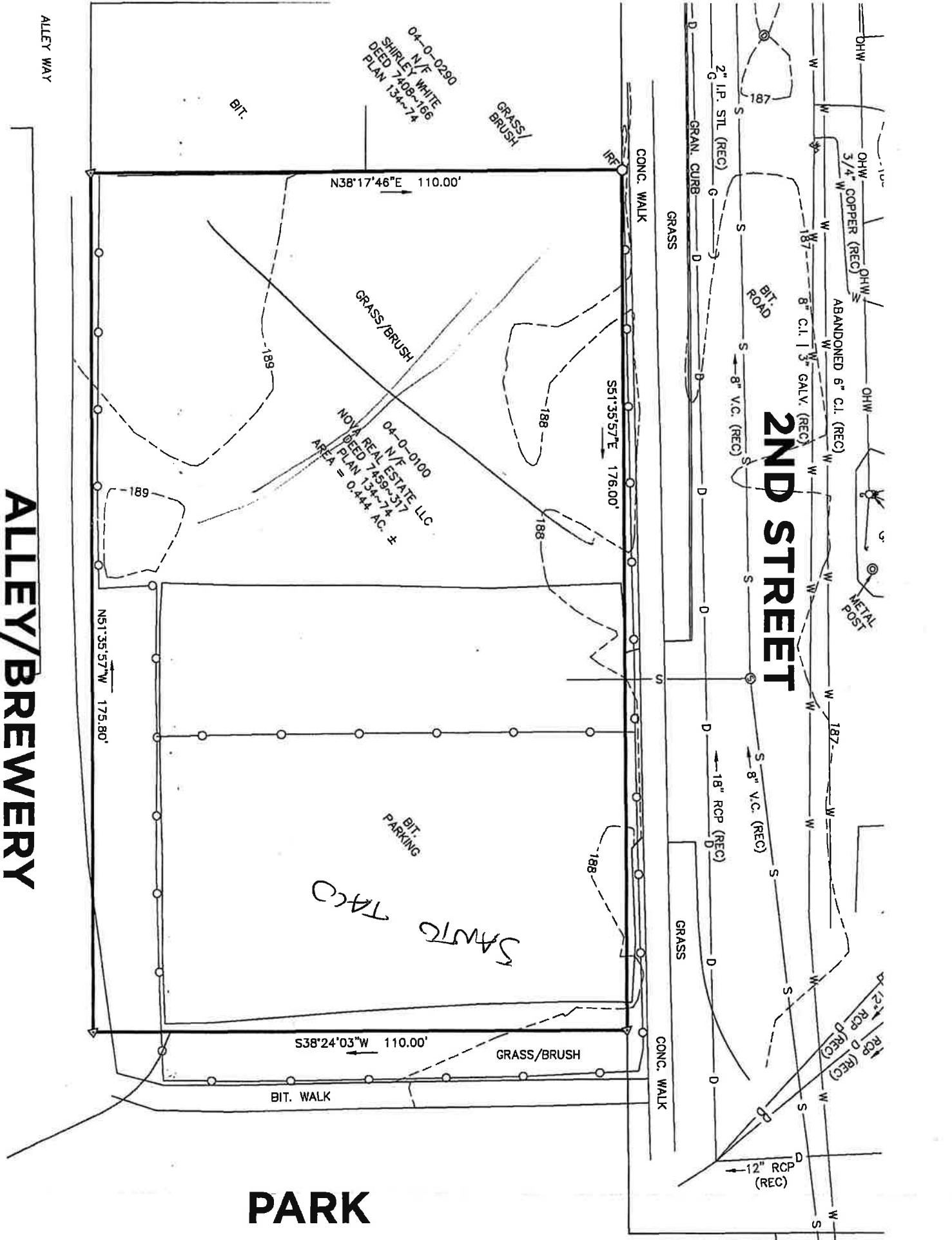
Shipping Container
(Storage, refrigeration)

Concrete
Trailer

110'

50'

2nd Street
Electrical
Service



04-0-0290
 N/F
 SHIRLEY WHITE
 DEED 7408-166
 PLAN 134-74

04-0-0100
 N/F
 NOVA REAL ESTATE LLC
 DEED 7459-377
 PLAN 134-74
 AREA = 0.444 AC. ±

2ND STREET

ALLEY/BREWERY

PARK

SANTA TACO

N38°17'46"E 110.00'

S51°35'57"E 176.00'

N51°35'57"W 175.80'

S38°24'03"W 110.00'

ALLEY WAY

BIT.

GRASS/BRUSH

GRASS/BRUSH

BIT. PARKING

GRASS/BRUSH

CONC. WALK

GRASS

GRAN. CURB

GRASS

CONC. WALK

METAL POST

ABANDONED 6" C.I. (REC)

3/4" COPPER (REC)

8" GALV. (REC)

8" V.C. (REC)

8" V.C. (REC)

18" RCP (REC)

12" RCP (REC)

2" I.P. STL (REC)

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Montague Reporter:

Please publish the following as a legal notice on Thursday, March 31, 2022.

PUBLIC HEARING

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that Rocket Science, LLC d/b/a The Rendezvous, Mark P. Wisnewski as manager, has applied for an alteration of licensed premises of the All-Alcoholic Beverage Liquor License (Restaurant). The current licensed premises is located at 78 Third Street, Turners Falls, MA consisting of a two story wood frame building, bar on first floor, one room subdivided, bar, kitchen area, dining area, front deck area, two bathrooms, cellar for storage; and an apartment on second floor. Five entrances/exits (three in back of building, two in front). The proposed change would include the use of 18' x 84' of the town owned parking lot area adjacent to 78 Third Street. Use of the outdoor area will be on a daily basis, Sunday through Saturday, from 11:00 AM to 10:00 PM. Use of the outdoor area will be renewable on an annual basis and run from April 1 to the start of the Town's Winter Parking Ban, typically December 1st but may occur sooner, as declared by the Selectboard, based on winter conditions.

Date and place of hearing: Monday, April 11, at 7:10 P.M. via ZOOM <https://www.montague-ma.gov/d/6660/Selectboard-Meeting>

Montague License Commissioners



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

MONTAGUE

City/Town

0034-RS-0736

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/Directors/LLC Managers
- Change of Ownership Interest (LLC Members/LLP Partners, Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address Zip Code

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter of the Acts of (year)

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

The proposed change would include the use of 18' x 84' of the town owned parking lot area adjacent to 78 Third Street. Use of the outdoor area will be on a daily basis, Sunday through Saturday, from 11:00 AM to 10:00 PM; outdoor area will be renewable on an annual basis and run from April 1 to the start of the Town's Winter Parking Ban, typically December 1st, but may occur sooner, as declared by S.B.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



AMENDMENT-Change or Alteration of Premises Information

Change of Location

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

Alteration of Premises

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

Rocket Science dba The Rendezvous

Montague, MA

0034-RS-0736

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

We wish to add additional seating in the town owned parking area directly adjacent to our restaurant from April 1 to November 30

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Mark Wsinewski

Co-Owner/manager

mpwisnewski@gmail.com

[REDACTED]

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Adding additional seating in both a tent area and a fenced open air area for dining and the consumption of alcohol

2B. PROPOSED DESCRIPTION OF PREMISES

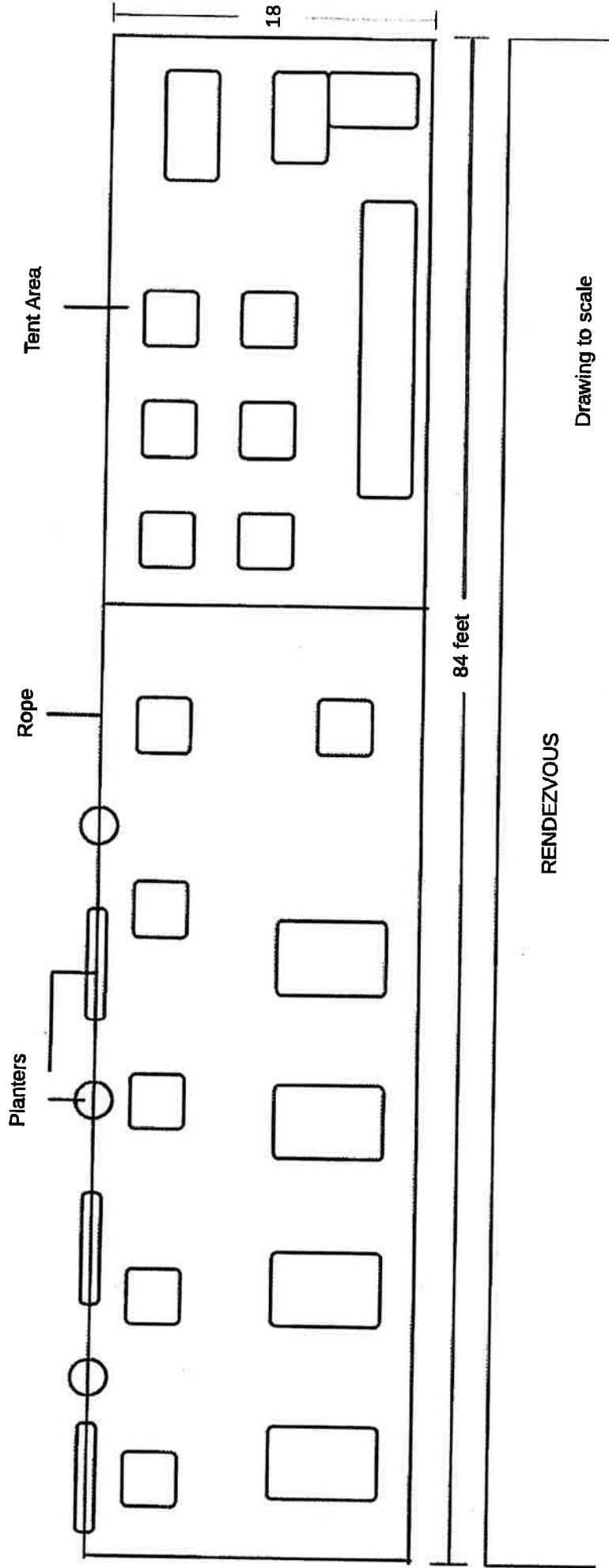
Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Indoor area as approved in the existing license including the existing outdoor deck area with the addition of a 18'x84' outdoor area of approximately 75 seats

Total Sq. Footage	3750	Seating Capacity	155	Occupancy Number	155
Number of Entrances	1 interior	Number of Exits	3 interior	Number of Floors	1

AMENDMENT FLOOR PLAN FOR OUTDOOR AREA OCCUPANCY 80

PARKING AREA



RENDEZVOUS

Drawing to scale

O 1 foot

7

WendyB-Montague Selectboard

From: Stephen Valeski <steve@pioneervalleybrew.com>
Sent: Thursday, March 31, 2022 12:36 PM
To: WendyB-Montague Selectboard; Chris Fontaine
Subject: Alley way closing

To the Town of Montague Selectboard members:

Pioneer Valley Brewery would like to formally ask for permission from the Selectboard to close off the alley behind 151 3rd St. as was previously done during the 2021 outdoor seating period. I have personally spoken with Tom from the highway dept. and he had no objections. We would like to do this as soon as we are feasibly able to till Oct. 31 2022. Thank you

--

Stephen J. Valeski
Co-Founder / Sales Manager
Pioneer Valley Brewery
413-433-5307
steve@Pioneervalleybrew.com



State Extends Pandemic-Era Outdoor Table Service and Alcohol To Go Provisions

April 6, 2022

On April 1, 2022, the Governor signed Chapter 42 of the Acts of 2022 (the “Act”) into law. The Act includes extensions of pandemic-relief provisions related to restaurants.

Expanded Outdoor Table Service

Section 27 of the Act extends the ability of cities and towns to approve requests for the expansion of outdoor table service until **April 1, 2023**. This section also extends a local licensing authority’s ability to approve, without further ABCC review or approval, changes in the description of a licensed premises for outdoor alcohol service until **April 1, 2023**. Any expansion or change approved under these provisions will automatically revert to its pre-pandemic status **April 1, 2023**.

Beer, Wine, and Cocktails to Go

Sections 15 and 19 of the Act extends the ability of restaurants to sell beer, wine, and cocktails “to go” until **April 1, 2023**. “To go” alcohol must be priced the same as alcohol sold on site. (For more information, please see our May 25, 2021 eUpdate, found [here](#)).

If you have any specific questions regarding the extension of these provisions, please contact your KP Law attorney at 617.556.0007.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

THE LEADER IN PUBLIC SECTOR LAW

617.556.0007 | 1.800.548.3522 | www.k-plaw.com | ©2022 KP Law, P.C.



*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150
Tel. (617) 727-3040
Fax: (617) 727-1510*

Jean M. Lorizio, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY
REGARDING THE FURTHER EXPANSION OF PATIO SERVICE AND
TAKEAWAY/DELIVERY OF ALCOHOL BY ON-PREMISES LICENSEES**

On April 1, 2022, Governor Charlie Baker signed into law “An Act making appropriations for fiscal year 2022 to provide for supplementing certain existing appropriations and for certain other activities and projects.” The text of the legislation can be found [HERE](#).

This Act permits licensees for on-premises consumption to continue with (1) expanded patio service and (2) extends the ability to sell alcoholic beverages for takeaway and delivery:

Patios/Outdoor Expansions: licensees that have been approved for expanded patio/outdoor service may continue their outdoor operations until April 1, 2023.

Licensees that seek to continue patio/outdoor service after April 1, 2023, are encouraged to apply in the ordinary course for an alteration of premises with their local licensing authorities. Otherwise, these amended licenses automatically revert to the status prior to the approval of the expansion of outdoor service as of April 1, 2023.

Takeaway/delivery of alcohol: establishments licensed for on-premises consumption of alcohol may continue takeaway and delivery sales of alcohol until April 1, 2023. All alcohol sold for takeaway/delivery must be sold with food and at the same price as alcohol for on-premises consumption.

Please be aware that the ABCC will be holding a public hearing on Thursday, April 7, 2022, at 12:00 p.m. to discuss proposed guidelines for the operation of patios/outdoors alcohol service. Information regarding the public hearing and the proposed guidelines will be available on the ABCC’s website at www.mass.gov/abcc.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law. All questions should be directed to the ABCC Executive Director Ralph Sacramone at rsacramone@tre.state.ma.us or (617) 727-3040 x 731.

(Issued April 1, 2022)

9

Name: Lynch, Kathleen

MONTAGUE APPOINTED OFFICIAL

NAME: Kathleen Lynch

DATE: 4/11/2022

COMMITTEE: RiverCulture Steering Committee

TERM: 2 Years

TERM EXPIRATION: 6/30/2024

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/12/22

Lynch, Kathleen personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the RiverCulture Steering Committee according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

Dear committee,

Kathleen <livingthedream@comcast.net>

Tue 3/29/2022 2:16 PM

To: River Culture <riverculture@montague-ma.gov>

Dear committee,

I'm writing today to express my desire to join the River culture steering committee. I am currently serving as the chair of the Montague Cultural Council. I think it's important that both committees have awareness of what the other is doing and I would like to help bridge that gap.

In addition I have the following experience:

In the mid-1990s I taught creative engagement to local at risk youth in downtown Turners Falls. This programming was funded by the Family of Man grant administered by Montague Community Television. We created programming which functioned as dropout and substance abuse prevention and encompassed drawing, documentary filmmaking, and improv theater performance.

In my former capacity as an executive Director of a small nonprofit, I stewarded the agency toward embracing the principles of creative economy, rebranded the agency as a cultural agency and built a facility which encompassed a black box theater and full service TV studio. (funded in part by a grant from the Massachusetts cultural council in the amount of \$172,000) in order to receive such a large allocation, I had to make a strong case for the public/private partnership I established for the agency. I had to demonstrate a working partnership with private and municipal sectors and show a command for the municipality's master plan goals. I was also the first woman in my field to obtain this grant for this type of application.

As a resident and local business owner, I have hosted several cultural events and played my part to enrich the lives of all residents with arts and culture. We have hosted and coproduced Barbes in the Woods twice on our land and held a free series of singer-songwriter showcases at the at my business.

I think that the totality of my experience and skill sets could be useful to the committee, especially as River Culture moves forward and explores options for growth in our community.

Thank you for your consideration.

Regards,

Kathleen Lynch

Sent from my iPhone

10



Board of Selectmen Town of Montague

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

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

Name of applicant Suzanne Lo Manto

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

If applicable, number of years your organization has been running this event in Montague? 30

Address 1 Avenue A

Contact phone 413-863-3200 Contact email riverculture@montague-ma.gov
ext. 115

FID _____

Dates of proposed event Sunday May 1, 2022 Location: Montague Town Common

Hours 10 am - 2 pm Set Up: 9 am Clean Up: _____

Approximate number of people expected to attend 80 2:15 pm

What provisions will be made regarding clean up of site?
Volunteers organized by the Site Manager

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other dance

Rose Sheehan
978-879-6826

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

Song(+) Folk dance. May Day Event
Wood maypole about 17 feet high set
roughly 2' in the ground. The hole will be
refilled after the event.

No vendors.

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

Montague Town Common

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

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services

No

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

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

River Culture will get some "slow" signs from the DPW to use on streets.

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

~~Will~~ * Site manager will bring a kit

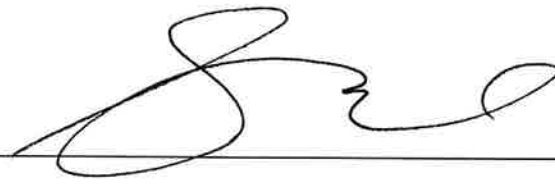
Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? No

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

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

Signature of applicant



Date

4/6/22


License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments



Date:

Date:

4-6-22

BOARD OF HEALTH – Approval / Comments

Date:

TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR

Date of Application: 02/23/2022 Date Approved: Fee:

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2022
during the following hours:

June 4, Rain date June 5

Table with 6 columns: Day, from:, to:, Day, from:, to:. Rows include Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Legal Holiday.

This is a "special entertainment permit" request? [yes] { no

This is an annual renewal? { yes [no]

1. NAME OF APPLICANT: Musica Franklin TELEPHONE: 413-475-6681

2. D/B/A:

3. PREMISES: Unity Park BUSINESS PHONE: 413-475-6681

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

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

- Checked: Dancing by patrons size of floor on grass
Checked: Instrumental Music number of instruments & amplifiers various performers up to 7 piece band; 4 speakers?
Live Vocalists number of persons/type of show various performers with 1- vocalists; up to 30 youth chorus
Exhibition type
Trade Show type
Athletic Event type
Play type
Readings of Poetry or other
New Years Eve "after midnight entertainment"

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

Outdoors: Size of area to be used: 400' X 500' (roughly??) Available Parking: Unity Park lots

Alcohol to be served: no

Applicant Signature

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

Board of Health Date
Police Department, Chief Date 4-9-22

Fire Department, Chief Date
Board of Selectmen, Chairman Date

Arbor Day Proclamation 2022

Town of Montague

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and physical and spiritual renewal.

Now, Therefore, we, the Selectboard of the Town of Montague, do hereby proclaim:

Friday, April 29th , 2022

As ARBOR DAY in the Town of Montague

And urge all citizens to celebrate Arbor Day and to support efforts to protect and promote our trees and woodlands , and FURTHER, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations

Dated this day of _____, 2022

Richard Kuklewicz, Chair _____

Christopher Boutwell _____

Matthew Lord _____

PURCHASE AND SALE AGREEMENT

1. Information and Definitions
- (a) DATE OF AGREEMENT: April 11, 2022
- (b) PREMISES: A parcel of land, containing approximately 0.8667 acres of land, with the improvements thereon, located at 500 Avenue A, Turners Falls, Massachusetts, shown as “Parcel No. 2,” “Parcel A” and “Parcel B” on a plan entitled “‘Subdivision Approval Not Required’ Plan of Land in Montague, Massachusetts Prepared for the Town of Montague,” dated September 22, 2020, prepared by Harold L. Eaton and Associates, Inc., recorded with the Franklin County Registry of Deeds in Plan Book 147, Page 74.
- (c) SELLER: **Town of Montague**
- Address: 1 Avenue A, Turners Falls, MA 01376
- Seller’s Attorney: Katharine Lord Klein, Esq.
- Address: KP Law, P.C., 101 Arch Street, Boston, MA 02110
- Phone: (617) 556-0007 Fax: (617) 654-1735
- (d) BUYER: **Nova Real Estate LLC**, or an entity to be formed
- Address: 147 2nd Street, Turners Falls, MA 01376
- Buyer’s Attorney: Daniel F. Graves, Esq.
- Address: 525 Bernardston Road, Suite 3, Greenfield, MA 01301
- Phone: (413) 773-8706 Fax:
- (f) CLOSING DATE: June 30, 2022, except as the same may be extended or advanced in accordance with this Agreement. Time is of the essence.
- (g) PLACE: Franklin County Registry of Deeds at noon, or a closing by mail, at Seller’s election.
- (h) TITLE: Quitclaim Deed

2. COVENANT. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale are the buildings, structures, fixtures and improvements now thereon.

4. TITLE DEED. Said Premises are to be conveyed by a quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;
- (e) Easements, restrictions and reservations of record; and
- (f) A Land Development Agreement (“LDA”), as set forth more particularly in Section 17.

5. PURCHASE PRICE. The agreed purchase price for said Premises is the conveyance to Seller of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) of which:

\$ 1,000.00	was paid by Buyer as proposal security; and
\$ 74,000.00	are to be paid at the time of delivery of the deed by certified, or bank check or by wire transfer, at Seller’s discretion.
<u> </u>	
\$ 75,000.00	TOTAL

6. DEED; PLANS. Seller shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

7. POSSESSION AND DELIVERY OF PREMISES. Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof and damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. Buyer shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement

shall be void without recourse to the parties hereto, unless Seller elects, in its sole discretion, to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder. In no event, however, shall reasonable efforts require Seller to expend more than \$1,000.00, including attorneys' fees. Seller's obligations hereunder are subject to the availability and appropriation of funds to fulfill Seller's obligations.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. BUYER'S ELECTION TO ACCEPT TITLE. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

11. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. ADJUSTMENTS. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A, as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed. Charges for water, sewer, and fuel, if any, shall be adjusted as of the day of closing.

13. DEPOSIT. All deposits made hereunder shall be held in escrow by the Town Treasurer, as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer, or a court of competent jurisdiction.

14. BUYER'S DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to exactly calculate the damages which would accrue to Seller in such event. Therefore, acknowledging this fact, the parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Section.

15. LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

16. BROKERS. Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer and Seller agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

17. LAND DEVELOPMENT AGREEMENT. Seller shall convey the Premises to Buyer subject to the Land Development Agreement attached hereto as Exhibit A and incorporated herein (the "LDA"), which the parties shall execute at the closing and record immediately after the recording of the deed and prior to any mortgages. Said LDA shall govern the development of the Premises and require, among other things, the following mandatory terms:

- (a) *Construction Obligation:* Buyer shall, at its sole cost and expense, rehabilitate the Building on the Premises (the "Building") for commercial purposes (the "Project"). Buyer shall commence the Project within ninety (90) days from the date on which the deed from Seller to Buyer is recorded with the Registry and complete said construction within two (2) years from said date of recording or within such extended period as is set forth more particularly in the LDA; and
- (b) *Sale or Transfer of Premises:* Until the Project has been substantially completed, Buyer shall not convey or transfer the Premises or any portion thereof to any person or entity.

18. FINANCING. At least thirty (30) days prior to the closing, Buyer shall provide Seller with evidence of having sufficient funds to design, construct, complete, operate and maintain the Project (the "Financing"), such as firm project financing commitments, including, but not limited to, construction loan commitments, and/or a permanent loan commitment from institutional lenders for amounts reasonably satisfactory to Seller, and, prior to or simultaneously with the execution and delivery of the deed to the Premises, Buyer shall close on project financing, whereby Seller shall receive funds from institutional lenders in amounts reasonably satisfactory to Buyer and Seller to complete the Project. Seller's obligation to convey the Premises to Buyer is contingent on the Buyer having the Financing required hereunder, as provided in Section 19.

19. CONTINGENCIES. The obligation of each party to close is subject to the satisfaction at or before the closing of all of the following conditions:

- (a) *Permits*: Buyer shall have obtained all permits, approvals, and licenses, with appeal periods having expired without any appeal or judicial challenge being filed, or if filed, the final adjudication of such appeal or judicial challenge pursuant to a final court order without further appeal (collectively, the “Permits”) from all federal, state and local authorities necessary to construct and operate the Project;
- (b) *Financing*: Buyer has provided proof of the Financing and Seller shall have approved the same, as provided in Section 18;
- (c) *Conceptual Plans*: The Buyer submitted conceptual plans of the improvements to be made to the Premises to the Selectboard in connection with its response to the Request for Proposals (the “Conceptual Plans”). The Buyer shall submit plans substantially similar to the Conceptual Plans in connection with its application(s) for approval of the improvements that are required under the Town of Montague’s General and Zoning Bylaws or any other required permits;
- (d) *Compliance*: Compliance by Buyer and Seller with any other requirements of Massachusetts General or Special laws, including, without limitation, G.L. c. 30B and G.L. c. 7C, §38, relative to the disposition of real property by Seller, and Buyer and Seller agree to diligently pursue full compliance with said laws; and
- (e) *Execution of Documents*: The parties shall execute and deliver the LDA at the closing and any and all other documents required to effectuate this conveyance.

Buyer shall use diligent and good faith efforts to satisfy the foregoing contingencies. Provided, however, that if any of the foregoing conditions are not satisfied by June 23, 2022, despite Buyer’s good faith and diligent efforts, Buyer shall have the option of extending the closing date until such conditions are satisfied, provided, however, that the closing date shall not be extended beyond December 1, 2022, provided that Buyer shall give Seller three (3) days written notice of its exercise of this option and shall give Seller ten (10) days written notice of the new closing date.

20. AFFIDAVITS. At the time of delivery of the deed, Seller shall execute and deliver all the usual and customary affidavits required by Buyer’s lender, including but not limited to (a) Affidavits with respect to due authority, parties in possession and mechanic's liens to induce Buyer’s title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, Seller’s United States taxpayer identification number, that Seller is not a foreign person, and Seller’s address (the "1445 Affidavit"); and (c) Such additional and further customary instruments and documents as may be reasonably required by Buyer’s title insurance company to complete the transactions described in this Agreement. In no event shall Seller provide any indemnifications to Buyer.

21. HAZARDOUS MATERIALS. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. Seller caused two sequential Environmental Site

Assessment Reports for the Premises to be prepared by Weston & Sampson Engineers, Inc., and a copy of the ASTM Phase II Environmental Site Assessment (ESA) dated October 2021 was included with the RFP for the Premises. Buyer represents and warrants that it or its agents have conducted or will have an opportunity to conduct a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 22. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Materials") on, in, under or emitting from the Premises or for any other condition or defect on the Premises, and shall defend, indemnify and hold harmless Seller from any and all losses, damages, costs, claims, fines, expenses and liabilities relating to said Hazardous Materials. The provisions of this Section shall survive delivery of the deed.

22. PROPERTY INSPECTION. Buyer and Buyer's agents shall have the right to enter the Premises, upon no less than forty-eight (48) hours written notice to Seller, at Buyer's own risk, for the purposes of inspecting the Premises, provided that Buyer shall not conduct any subsurface tests without Seller's prior written consent, not to be unreasonably withheld, and shall promptly restore the Premises to their condition prior to any such disturbance. Buyer shall defend, indemnify and hold Seller harmless against any claim by Buyer or Buyer's agents, employees or invitees for any harm to them arising from said entry. Buyer shall obtain comprehensive liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Buyer under the terms and conditions of this Agreement to indemnify, defend and hold harmless Seller: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. The insurance coverage required hereunder shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A or better. Prior to entering the Premises, Buyer shall provide Seller with a copy of such insurance policy in each case indicating Seller is an additional insured on the policy and showing compliance with the foregoing provisions. In the event Buyer finds Hazardous Materials on the Premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs Seller at least sixty (60) days prior to the closing, this Agreement shall be null and void and without recourse to the parties, unless Seller, at Seller's sole option, gives written notice to Buyer within thirty (30) days of receiving Buyer's notice of its intention to remediate such contamination and thereafter remediates such Hazardous Materials in compliance with applicable law, with Seller paying all of the costs of remediation. Nothing herein shall require Seller to remediate any contamination on the Premises. The provisions of this Section shall survive the delivery of the deed.

23. CONDITION OF PREMISES. Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of Seller's personal property therefrom which is not being sold to Buyer, or left for its benefit, as consented to by it. Seller shall at closing deliver to

Buyer all keys to the Premises that are in Seller's possession or control. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured. All risk of loss shall remain with Seller till the closing date.

24. CASUALTY; CONDEMNATION. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein.

25. ASSIGNMENT. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

26. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable. It is understood and agreed by the parties that, without limitation, the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) title to the Premises is insurable, for the benefit of Buyer, by a title insurance company acceptable to Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and
- (d) the Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or have the benefit of a valid easement leading to public ways.

27. CLOSING. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

28. BUYER'S WARRANTIES. Buyer hereby represents and warrants:

- (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
- (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

29. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed to the party and the party's attorney at the addresses set forth in Section 1. By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

30. SELLER DEFAULT. In the event that Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the deposit. The foregoing shall be Buyer's sole and exclusive remedy at law and in equity for any breach of this Agreement by Seller.

31. COOPERATION. Seller agrees to use reasonable efforts to assist Buyer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Premises, all at Buyer's cost, but Buyer acknowledges that Seller has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

32. POST-CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within six (6) months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the deed.

33. EXTENSIONS. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile and e-mail signatures shall be construed as original.

34. CONSTRUCTION. This instrument is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

35. GOVERNING LAW. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of the Commonwealth of Massachusetts.

[Signature Page Follows]

In Witness Thereof, the parties sign this Agreement under seal as of this 11th day of April, 2022.

SELLER:

TOWN OF MONTAGUE,
By its Selectboard

BUYER:

NOVA REAL ESTATE LLC

Richard Kuklewicz, Chair

Christopher Boutwell, Vice Chair

Matthew Lord, Clerk

By: _____
Name: Peter Chilton
Title: Manager

Exhibit A

Land Development Agreement

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "LDA") is made this ____ day of _____, 2022, by and between the **Town of Montague**, acting by and through its Selectboard, having an address of 1 Avenue A, Turners Falls, MA 01376 (the "Town"), and _____, a Massachusetts limited liability company, having an address of 147 2nd Street, Turners Falls, MA 01376 (the "Developer").

WHEREAS, the Town has conveyed to the Developer a parcel of land, improved by a building, located at 500 Avenue A, Turners Falls, said parcel described in Exhibit A, and referred to as the "Property";

WHEREAS, the Town issued a Request for Proposals on November 3, 2021 (the "Request for Proposals") for the sale of the Property to a proponent that would develop the Property for a commercial use;

WHEREAS, the Developer submitted a proposal in response to the Request for Proposals, dated December ____, 2022, proposing to create a series of conjoined industrial and commercial spaces ("Permitted Purpose"), and was chosen as the successful proposer;

WHEREAS, the Town and the Developer entered into a Purchase and Sale Agreement for the Property dated April 11, 2022 ("P&S");

WHEREAS, pursuant to the provisions of the P&S, the Developer applied for and has received permits (the "Permits") allowing the development of the Property for the Permitted Purpose (the "Project"); and

WHEREAS, the real estate comprising the Property is depicted on, and the Developer intends to develop the Project on the Property in accordance with, plans entitled "_____," dated _____, 2022, prepared by _____, showing the improvements to the Property (the "Improvements"), which plans have been approved by the Montague Selectboard (the "Approved Plans"), said Approved Plans attached hereto in Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

A. CONSTRUCTION OBLIGATIONS

1. Financing: The Developer has obtained financing from Greenfield Savings Bank (the “Lender”) a construction loan on or about the date hereof in the approximate original principal amount of \$ _____ (the “Construction Loan”) to construct and complete the Project, secured by a mortgage on the Property to be recorded hereafter (the “Construction Mortgage”), which Construction Mortgage shall be expressly subject to this LDA.

2. Construction of the Project: The Developer shall construct the Project on the Property in accordance with this LDA and the terms and conditions set forth in the Permits (to the extent the conditions in the Permits are operative during the term of this LDA) and in a manner consistent with the Approved Plans.

3. Construction Schedule: The Developer shall (a) begin construction of the Project within ninety (90) days from the date this LDA is recorded with the Registry (the “Date of Recording”), and (b) Substantially Complete the Project within two (2) years from the Date of Recording in accordance with the Permits and the Approved Plans, and with the construction schedule (the “Construction Schedule”) attached hereto as Exhibit C. The Project shall be “Substantially Complete,” or “Substantial Completion” shall occur, when all the Improvements required of the Developer under the Permits have been built materially in accordance with the Approved Plans and a permanent Certificate of Occupancy has been issued for the Improvements. Substantial Completion may occur notwithstanding: (i) items of work and adjustment of equipment and fixtures that can be completed after occupancy has been taken, i.e., so-called punch list items, and (ii) landscaping and other similar work which cannot then be completed because of climatic conditions, provided that none of the foregoing interferes unreasonably with the use and occupancy of the Improvements. The Developer may request that the Town approve the extension of these deadlines provided the Developer has proceeded diligently in its performance and the Town’s consent shall not be unreasonably withheld, conditioned or delayed. The Town shall reasonably extend the deadlines for force majeure and other events beyond the control of the Developer.

B. TRANSFER AND MORTGAGE OF DEVELOPER’S INTEREST

4. General Terms Relating to Transfer of Interest in Parcels by Developer:

(a) Except as provided in Section 5 and subsection (b) below, until all of the Improvements have been Substantially Completed in accordance with this LDA, the Approved Plans, and the Permits, the Developer shall not sell, dispose, encumber, pledge, convey, assign or otherwise transfer any interest in the Property or any portion thereof or management of the Project (referred to herein as a “Transfer”) without the prior written approval of the Town, which may be withheld in the Town’s sole discretion. The Developer shall advise the Town of any and all such proposed changes in ownership. After Substantial Completion of the Improvements, the

Developer may transfer the Property or any portion thereof, or the management thereof, without the Town's prior consent.

(b) Notwithstanding the terms and conditions of the aforesaid subsection (a) to the contrary, the Town hereby expressly acknowledges and consents to the following:

- (i) A Transfer at any time by the Developer, upon prior written notice to the Town, of all or part of its right, title and interest in the Property to a Single-Purpose entity, of which the Developer will be a member, provided that the Single-Purpose entity is wholly controlled by the Developer, and provided further that the permitted transferee shall execute, acknowledge and deliver to the Town an agreement, in form reasonably satisfactory to the Town, assuming the observance and performance of all of the terms, covenants and conditions of this LDA and the Permits on the Developer's part to be observed and/or performed;
- (ii) Granting any utility, access or similar easements or agreements relating to the construction of the Improvements and/or the use of or access to the Property;
- (iii) The Construction Mortgage; and
- (iv) A Transfer in accordance with Section 5 below.

(c) All Transfers shall be subject and subordinate to the terms of this LDA and the Permits. Subject to Section 5(b) below, any permitted transferee shall be obligated by this LDA to construct or complete the Project in accordance with its terms.

(d) Any Transfer permitted by the Town shall not be deemed assent to any subsequent Transfer.

5. Mortgage of the Property by the Developer:

(a) Notwithstanding the provisions of Section 4(a) or any other provision of this LDA, and in addition to or replacement of the Construction Mortgage, the Developer shall have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion thereof, by way of a bona fide mortgage to the Lender or to another institutional or governmental lender to secure the payment of any commercially reasonable loan or loans obtained by the Developer to finance the design, construction, repair or maintenance of the Project and other improvements required to be constructed by the Developer on the Property as contemplated by this LDA, the Approved Plans, and the Permits (each such mortgage, together with the Construction Mortgage, being referred to as a "Permitted Mortgage," and each holder thereof, together with the Mortgagee, a "Permitted Mortgagee"), provided that the Developer shall give twenty-one (21) days prior written notice to the Town of its intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such Permitted Mortgagee, the amount of the loan secured by such mortgage, and any other information regarding the Permitted Mortgagee and/or the Permitted Mortgage. Any such Permitted Mortgage shall be expressly subject and subordinate to this LDA and the Permits.

(b) For the purpose of this LDA, the making of a Permitted Mortgage shall not be deemed to constitute a Transfer of this LDA or of the Property, nor shall any Permitted Mortgagee, as such, be deemed an assignee or transferee of this LDA or of the Project so as to require such Permitted Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of the Developer to be performed hereunder; but the purchaser at any sale of the interest created by this LDA or the Property in any proceedings for the foreclosure of any Permitted Mortgage, or the assignee or transferee of such interest under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Mortgage, shall be deemed to be a transferee (without requiring the consent of the Town pursuant to Section 5(a) for such sale or deed in lieu of foreclosure), and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of the Developer to be performed hereunder from and after the date of such purchase and conveyance/assignment, and shall execute a written instrument assuming the Developer's obligations hereunder to construct and/or operate the Project in accordance with the terms of this LDA, the Approved Plans and the Permits.

C. MAINTENANCE AND INSURANCE

6. Maintenance; Hazardous Substances. The Developer shall maintain the Property and improvements thereon in good order, condition and repair. The Developer represents and warrants to the Town that the Developer shall not release or permit any release or threat of release of oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation, including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., nor generate or permit any hazardous substances to be generated on the Property; nor store or permit any hazardous substances to be stored on the Property.

7. Insurance. The Developer agrees to maintain the following insurance:

(a) *Type of Insurance:* the Developer shall continuously maintain in full force a policy of comprehensive casualty, and property damage insurance insuring the Property and all improvements thereto in an amount equal to at least one hundred percent (100%) of the replacement costs thereof until the issuance of the Certificate of Substantial Completion. All such insurance shall be in the broadest form of coverage from time to time available in Massachusetts. The Developer shall submit to the Town evidence of such continuous insurance coverage satisfactory to the Town before any work is commenced on the Property and no less often than annually thereafter;

(b) *Minimum Limits:* the Developer shall, at a minimum, carry comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate. The Town shall have the right to require the Developer to

increase such limits when the minimum limits of liability insurance commonly and customarily carried on properties comparable to the Property by responsible owners are more or less generally increased, it being the intention of this sentence to require the Developer to take account inflation in establishing minimum limits of liability insurance maintained from time to time on the Property;

(c) *Evidence of Insurance*: all policies shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment (10 days in the event of cancellation for non-payment). The Developer shall submit to the Town certificates of insurance for all the policies required to be maintained by the Developer hereunder, which certificates shall show at least the coverage and limits of liability specified herein and the expiration date; and

(d) *Acceptable Insurers*: all insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A or better, licensed to write such insurance in the Commonwealth of Massachusetts and acceptable to the Town.

9. Obligation to Restore. In the event that any damage or destruction of the Property or any part thereof occurs as a result of fire or other casualty, the Developer shall be responsible for the restoration of the Property to the extent of its insurance proceeds, provided, however, that if such damage or destruction is caused as a result of the negligence or willful act or omission of the Developer, or of any of its employees, agents, members, lessees, assignees, licensees or invitees, the Developer shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof, the available insurance proceeds, or the time remaining on the term of this Agreement.

10. Indemnification. Developer agrees to defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town by reason of this Agreement except insofar as due to the gross negligence of the Town, its employees, agents or representatives. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

11. Survival. The provisions of this Article C are additional restrictions that shall survive the issuance of the Certificate of Substantial Completion.

D. DEFAULT

12. Default: If:

(a) The Developer fails, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations stated in this LDA;

(b) The Developer is found to be in default under the Construction Loan by the Construction Lender;

(c) The Developer Transfers the Property or any portion thereof, other than to a Permitted Mortgagee, without the prior written consent of the Town; or

(d) The Developer shall have filed a voluntary petition, or there shall have been filed against the Developer an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of the Developer, or the filing by the Developer of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by the Developer for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of the Developer, and within one hundred twenty (120) days after the commencement of any such proceeding against the Developer, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of the Developer or of all or any part of the Developer's property, without the consent or acquiescence of the Developer, such appointment shall not have been vacated or otherwise discharged;

then, the Town shall notify the Developer and the Permitted Mortgagees in writing of such failure or violation. The Developer shall thereupon have thirty (30) days from the receipt by it of such written notice (the "First Notice") to cure such failure or violation (or if such failure or violation is a non-monetary violation and cannot be cured within thirty (30) days, to commence to cure the same within said period and diligently to proceed thereafter to complete such curing, but in no event later than sixty (60) days from the date of the First Notice). If the Developer does not cure such failure or violation within the aforesaid periods (or within such extended period of time as set forth above), the Town shall give a second notice (the "Second Notice") of such failure or violation and the expiration of the grace period to Developer and the Permitted Mortgagees.

13. Developer Cure Period: If, on receipt of the First Notice, the Developer does not cure such failure or violation within the aforesaid periods and if the Permitted Mortgagees do not exercise their rights to cure such violations or failure (as provided in Section 15), or, having elected to cure, fail to complete such cure within a reasonable period of time (which in no event shall exceed one-hundred twenty (120) days from the date of the Second Notice), an Event of Default shall be deemed to exist.

14. Notice of Breaches to Mortgagees: If the Town gives written notice to the Developer of a default under this LDA as provided in Section 12, the Town shall forthwith furnish a copy of the notice to each Permitted Mortgagee, the notice addresses of which are attached hereto as Exhibit D. Failure to provide any such Permitted Mortgagee with a copy of a notice of default shall render such notice invalid and ineffective. To facilitate the operation of this Section, the Developer shall notify the Town in writing of the address of any new Permitted

Mortgagee, and Exhibit D shall be deemed amended accordingly. In addition, any such Permitted Mortgagee may notify the Town of any change to its address.

15. Mortgagee May Cure Breach of Developer: In the event that the Developer fails to cure a breach of this LDA within the periods set forth in Section 12, the Permitted Mortgagee shall have the right, but not the obligation, to cure said breach provided that it gives the Town and the Developer written notice of its intention to cure said breach within thirty (30) days from the date of the Second Notice, and thereafter cures the same within sixty (60) days of the date of the Second Notice, or, if such default is a non-monetary default and cannot reasonably be cured within such sixty (60) days, within such longer period as is required to cure such default, including such period of time as may reasonably be required for Permitted Mortgagee to obtain possession of the Property, provided, that the Permitted Mortgagee shall have commenced cure or appropriate measures to obtain possession of the Property within such sixty (60) day period and thereafter continues diligently to effect such cure, or obtain such possession. Notwithstanding anything to the contrary, any cure undertaken by the Permitted Mortgagees must be completed within one-hundred twenty (120) days from the date of the Second Notice. Any cure of a breach hereunder by a Permitted Mortgagee shall be deemed a cure of said breach by the Developer.

16. Rights Upon Default: Upon the occurrence of an Event of Default, the Town shall have the right to terminate this LDA and all other remedies available to it under law and in equity, including, without limitation, the right to bring an action for specific performance of the Developer's obligations hereunder.

E. GENERAL PROVISIONS

17. Access: The Developer shall permit the Town or its agents to enter the Property at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this LDA, the Approved Plans and the Permits, provided, however, that the Town provides the Developer at least twenty-four (24) hours' prior notice thereof, which may be oral notice. Nothing herein shall impair the rights of municipal employees and agents from entering the Property in the exercise of their regulatory duties in compliance with applicable laws, rules, regulations, bylaws and codes.

18. Costs of Enforcement: In the event that (a) the Town initiates enforcement or other legal proceedings to enforce this LDA or to otherwise redress a breach of this LDA by the Developer and (b) prevails in such proceedings, in addition to any other remedies to which the Town may be entitled, the Developer shall pay to the Town forthwith any and all costs and expenses, including attorneys' fees and court costs, that are incurred in enforcing this LDA or prosecuting any such proceedings.

19. Obligations and Rights and Remedies Cumulative and Separable: The respective rights and remedies of the Town and the Developer, whether provided by this LDA, or by law or equity, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

20. Notices: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (i) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iv) confirmed facsimile transmission (provided a copy is sent by any of the other permitted forms of notice). All such notices will be delivered to the address specified below or such other address as the respective parties may designate in writing:

If to the Town: Town of Montague
 1 Avenue A
 Turners Falls, MA 01376
 Attn: Town Administrator
 Phone: (413) 863-3200
 Fax: (413)

With a copy to: KP Law, PC
 101 Arch Street
 Boston, MA 02110
 Attn: Katharine Lord Klein, Esq.
 Phone: (617) 556-0007
 Fax: (617) 654-1735
 Email: kklein@k-plaw.com

If to Developer: _____

 147 2nd Street
 Turners Falls, MA 01376
 Phone: (508) 963-6572
 Fax:
 Email:

With a copy to: Daniel F. Graves, Esq.
 Law Offices of Daniel F. Graves
 525 Bernardston Road, Suite 3
 Greenfield, MA 01301
 Phone: (413) 773-8706
 Fax:
 Email: dgraveslaw@gmail.com

21. Waiver. The failure on the part of the Developer or Town, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this LDA or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision,

covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Developer or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

22. Headings and Captions for Convenience Only. The captions and headings throughout this LDA are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this LDA, nor in any way affect this LDA, and shall have no legal effect.

23. Term of Agreement. This LDA and the restrictions and covenants contained herein shall terminate upon Substantial Completion of the Project and the issuance of a final certificate of occupancy for the Project (the "Term"). Upon the end of the Term, the Town shall execute a certificate of completion evidencing that the Project has been Substantially Completed and that the Developer is released from all obligations of this LDA (the "Certificate of Completion"), which Certificate of Completion shall be recorded in the Registry. Alternatively, a certificate signed by the Developer stating that a final certificate of occupancy has been obtained for the Project, attaching a copy of said certificate of occupancy, will also release the Developer from all obligations of the LDA.

24. Binding. The terms of this LDA shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this LDA shall be construed as covenants running with the land for the Term.

25. Limitation on Liability. Notwithstanding anything in this LDA to the contrary, neither party shall be liable to the other for consequential, incidental, or punitive damages.

26. No Partnership. Nothing contained under this LDA shall be construed to create a partnership or joint venture between the Town and the Developer or to make the Town an associate in any way of the Developer in the conduct of the Developer's business, nor shall the Town be liable for any debts incurred by the Developer in the conduct of the Developer's business.

27. Recording. Upon execution, the Developer shall immediately cause this LDA and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Town evidence of such recording or filing including the date and instrument number, book and page, or registration number of this LDA. The LDA shall be recorded prior to the recording of any mortgages, including the Construction Mortgage and other Permitted Mortgages.

28. Recitals. The recitals stated in the preface of this LDA are true and accurate and are incorporated herein by reference.

29. Governing Law. This LDA shall be governed exclusively by the laws of the Commonwealth of Massachusetts.

[Remainder of Page Intentionally Blank]

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

DEVELOPER:

TOWN OF MONTAGUE,
By its Selectboard

By: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, member of the Town of 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 or attached 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:

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager of _____.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager of Nova Real Estate LLC.

Notary Public
My Commission Expires:

Exhibit A

Legal Description

Exhibit B

Approved Plans

Exhibit C

Construction Schedule

Exhibit D

Notice Addresses of Permitted Mortgagees



DRAFT

April 6, 2022

DRAFT

Renovaion Plan for 500 Ave A building

Phase 1

- Exterior Masonry repair
- Repair damaged or rotted facia boards
- Replace or repair exterior lighting
- Replace metal awnings
- Install commercial gutters on the rear of the building
- Install new energy effiecient doors
- Retrofit or replace windows
- Repair or replace overhead doors
- Paint exterior
- Weather seal
- Common restroom accessibility improvements
- Energy efficiency lighting upgrades (internal)
- Signage

Phase 2 (C-PACE Program)

- Furnace retrofit or upgrade
- Solar array
- Insulation upgrades



Conceptual drawing 1. View looking northward.



Conceptual drawing 2. View looking westward.

For illustrative purposes only. Final design could vary.

MassDevelopment TDI's Portico Project Proposal

Later this month, MassDevelopment will apply to the U.S. Economic Development Administration (EDA) for a grant that would fund a place-based community development pilot initiative focused on rural economies and downtown districts. The program is inspired by their successful Transformative Development Initiative (TDI) program available to Gateway Cities.

As a "portico" is a small gateway, this spin-off pilot project will target places that are very similar to, but smaller than, Gateway Cities such as low income rural communities and small cities. Gateway Cities were named as such because they were once portals to opportunity. The communities participating in the Portico Project have similarly suffered a loss of industry or even population and through comprehensive partnership-based work will help to re-establish pathways to opportunity for stronger local markets. Lastly, the term "portico" describes the physical area before an entrance – a place of gathering and preparation. The intent of TDI's Portico Project is to set the stage for follow-on investment and sustainability after the relatively short-term program participation.

The Portico Project will bring dedicated capacity (in the form of a point person or fellow), funded by MassDevelopment, to work on the ground in the community to facilitate partnership development work, community engagement, technical assistance, and project implementation. A partnership-led work-plan would be developed to focus on priority projects in a defined geographic area and leverage resources for their implementation. To be developed over a two-year period, the goal of the partnership is to build sustainable capacity for local economic development.

MassDevelopment has selected four communities for this pilot phase. Each community has recently completed a Local Rapid Recovery Plan, which provides a baseline of planning work that includes data on current conditions and identified community priorities. The pilot initiative proposes to include a defined downtown area in Gloucester in Essex County, and a coordinated cluster of downtown areas in Greenfield, Turners Falls (Montague) and Shelburne Falls (Buckland and Shelburne) in Franklin County. The proposal includes a dedicated point-person for Gloucester and another dedicated point-person shared among the three Franklin County communities. The three Franklin County communities also have many of the same prospective partners, including region-wide organizations and anchor institutions, who could work collaboratively with each other and the selected communities. The Franklin Regional Council of Governments (FRCOG) has already committed to participate in the program.

For this pilot phase, there is no match requirements by the participating municipalities. However, municipalities will be requested to have local government officials and staff engaged in the program.

The creation of a rural version of MassDevelopment's TDI program has been advocated for by Rep. Natalie Blais and the Franklin Regional Council of Governments, and is a recommendation included in the Rural Policy Advisory Commission's (RPAC) 2019 *Rural Policy Plan for the Commonwealth of Massachusetts* (2019).

Request to the Select Board:

- 1. Do you support your community's inclusion in this pilot initiative and EDA grant application?**
- 2. If funded, do you support municipal officials and staff engaging in this pilot initiative?**
- 3. Would you sign a letter of support to be included in the EDA grant application?**



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

April 11, 2022

Linda Cruz-Carnall, Regional Director
United States Department of Commerce
Economic Development Administration (EDA)
Robert N.C. Nix Federal Building
900 Market Street, Room 602
Philadelphia, PA 19107

RE: MassDevelopment EDA Application

Dear Regional Director Cruz-Carnall:

The Town of Montague Selectboard strongly endorses MassDevelopment's grant application to the U.S. Economic Development Administration for an Economic Adjustment Assistance investment in the TDI's Portico Project. The Portico Project will bring dedicated capacity (in the form of a point person or fellow), funded by MassDevelopment, to work on the ground in the community to facilitate partnership development work, community engagement, technical assistance, and project implementation. One of the four communities selected to be part of this project is Downtown Turners Falls, within the Town of Montague.

Downtown Turners Falls is a historic mill community of about 3,800 people, located along the Connecticut River and not far from the major transportation corridors of Interstate-91 and Route 2. As large-scale manufacturing declined over the decades, a legacy of vacant and underutilized mill structures remain along the historic canal. Limited employment opportunities, low wages and much needed investment in property has resulted in population loss and economically distressed households. In addition, the impact of the COVID-19 pandemic led to the temporary and permanent closure of some downtown businesses.

However, despite these challenges, the Town and its residents are continuing to shape a vibrant community that celebrates creativity, cultures and the natural environment. The municipality's investments in downtown streetscape projects and parks, and the revitalization of its town-owned performing arts center, are creating assets that can be built upon. The much needed expertise

provided by the TDI's Portico Project will harness this momentum to build a sustainable capacity for local economic development that will lead to private investment in business, property and people.

To ensure success, the Selectboard will support municipal officials and staff engaging in this project and will encourage the engagement of local businesses, non-profit organizations. The Selectboard also looks forward to working collaboratively with the two other Franklin County communities that are part of this project and the Franklin Regional Council of Governments (the region's Economic Development District) and other regional partners and institutions.

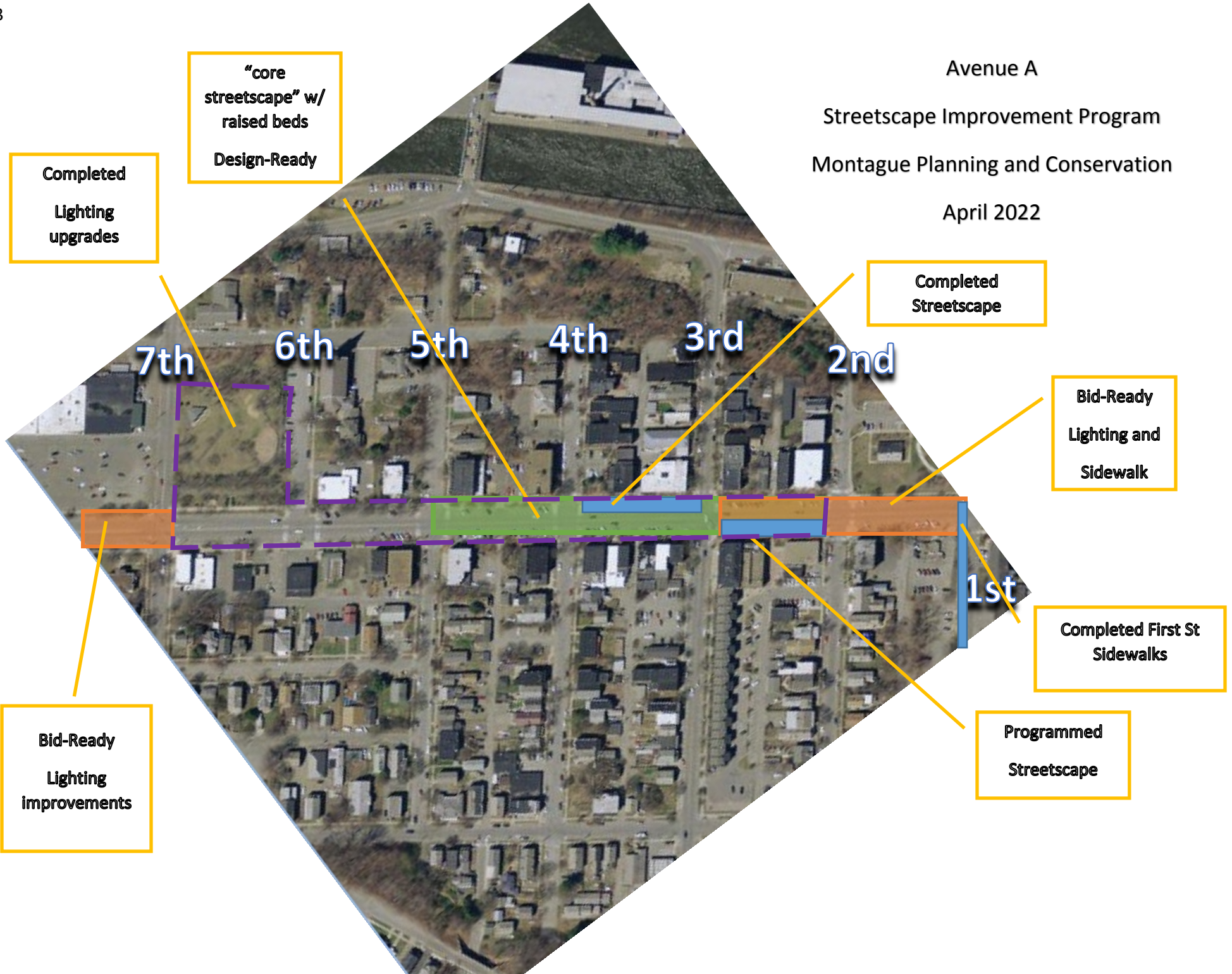
The Montague Selectboard hopes for a favorable review of MassDevelopment's application and strongly encourages investment in this project. If there are any questions or concerns, please contact Town Planner Walter Ramsey (planner@montague-ma.gov).

Thank you for your time and attention.

Sincerely,

Richard Kuklewicz,
Montague Selectboard Chair

Avenue A
Streetscape Improvement Program
Montague Planning and Conservation
April 2022



WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Wednesday, April 6, 2022 12:33 PM
To: WendyB-Montague Selectboard
Subject: FW: FY2023 Congressionally Directed Spending Requests
Attachments: Blank Sample Application - FY2023 Congressional Directed Spending Requests.pdf; FY23-CDS-BudgetTemplate-1.xlsx; FY22-EligibleAccounts.pdf

You can include the email below in the meeting packet

From: Gongora, Chris (Warren) <Chris_Gongora@warren.senate.gov>
Sent: Friday, March 25, 2022 4:52 PM
To: Gongora, Chris (Warren) <Chris_Gongora@warren.senate.gov>
Subject: FY2023 Congressionally Directed Spending Requests

Greetings,

I am writing to notify you that Senator Warren will soon begin accepting requests for Congressionally Directed Spending (CDS) for the FY2023 Senate Appropriations process. CDS requests are designed to identify high-impact projects in Massachusetts that can reach completion with assistance from the federal government. For-profit entities are not eligible to receive Congressionally Directed Spending, and any CDS request that Senator Warren submits to the Appropriations Committee must comply with Senate Rule XLIV.

We invite your organization to submit an FY2023 CDS request to our office. Please note that the Senate Appropriations Committee currently is developing specific guidance for Congressionally Directed Spending for FY2023. When this guidance and eligibility criteria are available, we will post them on Senator Warren’s website and launch our online application portal.

To help you plan for and prepare your submission, I am attaching the following materials:

- Sample application
- Budget template
- List of accounts through which CDS requests were funded in the Fiscal Year 2022 process - this list of eligible accounts is subject to change pending publication of the FY2023 Appropriations process, and Senator Warren’s website will be updated as soon as the FY23 guidance and instructions are available. **Please note that very few subcommittee accounts can be used for construction. You must verify that you selected an appropriate subcommittee account that can be used for construction and that your request meets all of the subcommittee’s criteria.*

All CDS requests must be submitted electronically through our online portal, and I will be back in touch when the portal is live. In the meantime, I encourage you to begin compiling your application materials now so that you can submit your request through the online portal when it becomes available. **Our deadline for all FY2023 CDS requests is Friday, April 15, 2022 at 5pm ET.** We strongly encourage all applicants to submit an identical request to Senator Markey’s office.

We appreciate your interest in this funding opportunity through the Senate. Please feel free to contact me with any questions via email. Thank you!

Sincerely,
Chris Gongora | Regional Director for Western Massachusetts
Office of U.S. Senator Elizabeth Warren

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Wednesday, April 6, 2022 12:35 PM
To: WendyB-Montague Selectboard
Subject: FW: FY23 community project funding

You can also include the exchange below.

From: StevenE - Montague Town Administrator
Sent: Monday, April 4, 2022 1:33 PM
To: Gardner-Levine, Koby <Koby.Gardner-Levine@mail.house.gov>
Cc: Walter Ramsey - Montague Planner <planner@montague-ma.gov>
Subject: RE: FY23 community project funding

Hi Koby

Thanks for your outreach. Hearing clearly the interest in shovel-ready (fully designed) projects, I would offer the following suggestions for possible investment:

1. Avenue A Streetscape Renewal. The Town has design improvements to the almost 40 year old streetscape in the center of Turners Falls, which is an Environmental Justice population center on the basis of income. We have implemented improvements in some areas, but are limited by the availability of funds. CDBG Grants allow us only to do a few hundred feet of work at a time. The downtown is at a pivotal moment following COVID, which led to closure of some restaurants and dramatically impact the entertainment scene. This project would be an excellent investment from both an equity and COVID-recovery standpoint, as well as ADA accessibility. I could have Walter update our existing cost estimates from the original design project, if you see this as potentially viable.
2. Strathmore Mill demolition. As you no doubt recall, the Strathmore Mill continues to loom over the CT river and power canal as both an opportunity and a risk. The scales have been tipping, increasingly, toward risk in recent years as the building has deteriorated. It is far beyond the Town's ability to maintain it. We have fully engineered design plans for a partial demolition. We are currently beginning a Canal District Master Plan study that will clarify other needs throughout the Canal District and also make recommendations relative to whether the remainder of the Mill can reasonably be redeveloped; but that element of the Canal District plan will not be ready in a period that is timely to this request.

Please let us know whether one or both of these is something the Congressman would see as a viable proposal and we'll get to work on it.

Steve

From: Gardner-Levine, Koby <Koby.Gardner-Levine@mail.house.gov>
Sent: Friday, April 1, 2022 4:33 PM
To: Walter Ramsey - Montague Planner <planner@montague-ma.gov>; StevenE - Montague Town Administrator <StevenE@montague-ma.gov>
Subject: FY23 community project funding

Hi Steve and Walter,

I hope you are both doing well.

As you may be aware, members of Congress were able to resume the practice of Community Project Funding (often referred to as earmarks) for the FY22 cycle. Our office is now beginning this cycle again for the FY23 process, and I am reaching out to you to ask if you might have any interest in hearing more about this process?

The CPF's are designed for shovel ready projects and require quite a bit of community support and other requirements, so I am hoping to touch base with interested parties as quickly as possible given the tight turnaround time. If you are interested, please let me know.

Best,

Koby Gardner-Levine

Regional Manager

Congressman Jim McGovern | MA-02

<https://www.linkedin.com/in/koby-gardner-levine-2319b2178/>

94 Pleasant Street

Northampton, MA 01060

(O) 413.341.8700 | (F) 413.584.1216

[mcgovern.house.gov]McGovern.House.Gov

Updates from Rep. Jim McGovern



Sent from my iPhone

14B

WendyB-Montague Selectboard

From: Comerford, Joanne (SEN) <Jo.Comerford@masenate.gov>
Sent: Friday, April 1, 2022 11:24 AM
To: WendyB-Montague Selectboard; rkuklewicz@swmintl.com; rkukl@comcast.net; cboutwell@martignetti.com; Michael Nelson; StevenE - Montague Town Administrator
Cc: Cohen, Elena (SEN)
Subject: Funding from Winter Recovery Assistance Program

Good morning,

We're pleased to share that Montague is scheduled to receive \$343,831 from the Winter Recovery Assistance Program (WRAP) which was voted on and approved by the House and Senate. It is currently awaiting the Governor's signature, which we anticipate will happen quickly. This figure is calculated based on miles of roads and is separate funding from your Ch 90.

Please feel free to be in touch with any questions.

Warmest wishes,
Jo

Hampshire, Franklin, Worcester district
SenatorJoComerford.org
@Jo_Comerford
she/her

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14C

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Testimony

MMA expresses concerns about cannabis bill before Senate, particularly interference in local contracts

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Dear Senator,

On behalf of the cities and towns of the Commonwealth, the Massachusetts Municipal Association is writing regarding S. 2801, legislation further advancing the legalization of adult use cannabis in our state.

First, we want to applaud the provisions of the bill that advance social equity as a key priority. We strongly support the sections to create the Social Equity Trust Fund, and the creation of grants and loans for economic empowerment and social equity participants.

However, we have serious reservations regarding the aspects of S. 2801 that would interfere with existing contracts and expand the Cannabis Control Commission's authority in that regard. While we appreciate that S. 2801 would remove the most problematic retroactivity issues contained in the previous iterations of the bill, we are concerned that the language still needs to be clarified to ensure this legislation would only impact host community agreements executed after the date of the bill's enactment. Understandably, we oppose amendments or proposals that would do the reverse (including amendment #5, which the MMA asks you to reject), which would implement a retrospective or retroactive interference with contracts that have been executed in good

faith. Constitutional tenets protect existing contracts from statutory encroachment, and such provisions would invite extensive litigation and rejection in the long term.

Before voting on this measure, we respectfully urge you to contact the chief municipal officials in your district to discuss how S. 2801 would impact those municipalities that have executed host community agreements.

Cities and towns continue to oppose granting the Cannabis Control Commission additional regulatory powers to interfere with host community agreements. Placing host community agreements in the hands of a regulatory agency would hinder the development of the industry, thwarting the goal of propelling it forward. Overregulation would create an uncertain landscape for cities and towns that are working to successfully navigate the emergence of the cannabis industry. We ask that you remove and moderate the Cannabis Control Commission's role in the host community agreement process. This would ensure that communities can continue to negotiate in good faith with businesses without worrying about stalled or delayed approval times, or counterproductive or industry-dominated interference.

Micromanagement of community impact fees is a very real concern, and we respectfully ask that you recognize the burden this would place on cities and towns. There is a significant level of disagreement around how to quantify and recognize these fees, exacerbated by the multi-billion-dollar cannabis industry's highly effective campaign to minimize the direct and indirect impact of the industry on municipalities. Their goal, of course, is to maximize profits and minimize accountability to local needs. The best method of reaching agreement is to allow the parties to do so directly, without state or industry interference.

In this context, the MMA strongly supports Sen. Tarr's amendment (#31), which would remove community impact fees from host community agreements, and instead allow municipalities to impose an additional fee of up to 3% of sales to offset local impacts and needs. This would standardize the fee structure and eliminate countless disagreements. Standardizing impact fees in this way would simplify the process, allow for a more predictable funding stream, benefit communities, and expand the industry.

The MMA supports the following specific amendments and asks you to consider these

proposals in your final bill:

Amendment #7 – Sen. Moore’s amendment to create a 120-day time frame for Cannabis Control Commission review;

Amendment #8 – Sen. Moore’s amendment to require renewal, renegotiation or waiver of Host Community Agreements upon expiration;

Amendment #15 – Sen. Velis’s amendment to clarify that the Cannabis Control Commission need not approve host community agreements;

Amendment #21 – Sen. Tarr’s amendment to establish a fund to aid municipalities in negotiating host agreements (.05% of sales tax revenue);

Amendment #32 – Sen. Velis’s amendment to require the Cannabis Control Commission to provide resources to municipalities to meet reporting and recording requirements.

Thank you very much for your consideration and attention to this important issue for the Commonwealth and our cities and towns. If you have any questions regarding our comments or require additional information, please do not hesitate to have your office contact me or MMA Legislative Analyst Ali DiMatteo at 617-426-7272, ext. 124, or adimatteo@mma.org.

Sincerely,

Geoffrey C. Beckwith
MMA Executive Director & CEO

| Advocacy Topics

ENERGY AND THE ENVIRONMENT



FISCAL AFFAIRS



MUNICIPAL AND REGIONAL ADMINISTRATION



→ See all

→ Economic Development

**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
MAY 7, 2022**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Turners Falls, Massachusetts, on Saturday, May 7, 2022, at **8:30 A.M.** and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to receive and act upon the reports of the Officers of the Town and to receive the report of any committees and act thereon.

(Selectboard Request)

ARTICLE 2: To see if the Town will vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by amending the Airport Fuel Revolving Fund for the Fiscal Year beginning July 1, 2022, with the changes as shown in ~~strikeout~~ and **bold** below; or pass any vote or votes in relation thereto.

Section 7: Revolving Funds

(a) There are hereby established in the Town of Montague pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, the following revolving funds:

<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
Hazardous Materials Response Planning Committee (a.k.a.	SARA Title III Comm	Fees collected from individuals responsible for oil and hazardous material spills	For the purpose of cleaning up oil and hazardous material spills

Annual Town Meeting Warrant

May 7, 2022

Page 1 of 32

<u>Revolving Fund</u>	<u>Spending Authority</u>	<u>Revenue Source</u>	<u>Allowed Expenses</u>
SARA Title III Committee)			
Montague Tree Fund	Tree Warden	Fees received under the Public Tree Protection Bylaw	Tree planting and maintenance consistent with the Public Tree Protection Bylaw
Airport Fuel	Airport Manager	Fees from sale of Airport aviation fuel	Purchase of Airport aviation fuel to be sold and used at the Airport, system maintenance, parts, and inspections

(b) Expenditures from each revolving fund shall be subject to the limitations established by Town Meeting, and to any additional limitations as otherwise set forth in Massachusetts General Laws Chapter 44, Section 53E½.

(Airport Commission Request)

ARTICLE 4: To see if the Town will vote to amend the classification plan as shown below or pass any vote or votes in relation thereto.

- A. To see if the Town will vote to establish the position of Assistant Town Administrator within the Classification Plan at Grade I, with such benefits as are awarded to other non-union management personnel.
- B. To see if the Town will vote to establish the position of Selectboard Administrative Assistant within the Classification Plan at Grade B.
- C. To see if the Town will vote to establish the position of WPCF Laboratory Manager within the Classification Plan at Grade D.

(Selectboard Request)

ARTICLE 5: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2022, as set forth in Schedule I, Elected Officials, a copy of which is on file in the Office of the Town Clerk and on the Town’s website at <https://www.montague-ma.gov/p/374> or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 6: To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2022, as set forth in Schedule II, Appointed Officials, a

copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374> or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$11,176,944, or any other amount, for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374> and for any other necessary charges, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$2,872,377, or any other amount, for the purpose of operating the Water Pollution Control Facility and associated pumping stations, said sums to be allocated in accordance with Schedule IV, WPCF Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374>, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$316,015, or any other amount, for the purpose of operating the Turners Falls Airport, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$49,950, or any other amount, for the purpose of funding the operations, maintenance, and debt service of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$1,029,566, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$11,341,466, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,000, or any other amount, for the purpose of supplementing the Henry Waidlich Conservation Trust Fund, or pass any vote or votes in relation thereto.

(Conservation Commission Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$45,000, or any other amount, for the purpose of providing tuition and transportation for a Montague resident attending Smith Vocational School, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$75,000, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$130,000, or any other amount, for the purpose of purchasing and installing a facility back-up generator for the Water Pollution Control Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, or pass any vote or votes in relation thereto.

(WPCF Request)

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$21,584, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article #18C of the May 22, 2021, Annual Town Meeting, which provided funds for bid and project overruns, or pass any vote or votes in relation thereto.

(Town Administrator and CIC Requests)

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$415,000, or any other amount, for the following Town projects and all incidental and related costs, or to pass any vote or votes in relation thereto.

- A. \$125,000 for Town Hall Roof
- B. \$60,000 for Shea Front/Lower Roof
- C. \$130,000 for Carnegie Basement Renovation
- D. \$100,000 for Montague Center Library Masonry Repair

(Town Administrator and CIC Requests)

ARTICLE 19: To see if the Town will vote to amend the vote taken pursuant to Article 4 at the March 3, 2022 Special Town Meeting, which appropriated the sum of \$125,000 from the Capital Stabilization Fund to pay the first year payment on a lease-purchase agreement for a new combination vacuum and sewer cleaner truck, also known as a vactor truck, and any equipment related thereto, by authorizing the Selectboard to use said appropriation toward the outright purchase of said vactor truck, with the remaining purchase price to be funded through the use of ARPA grant funds, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Town Capital Stabilization Fund	131,200
OPEB Trust Fund	50,000
GMRSD Stabilization Fund	40,608
FCTS Stabilization Fund	124,356
Total:	346,164

(Finance Committee Request)

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$173,800, or any other amount, for costs associated with the establishment and operation of a marijuana establishment known as 253 Pharmacy, or pass any vote or votes in relation thereto.

- A. \$86,900 for contracted services of a licensed alcohol and drug abuse counselor and related curriculum material expenses for the Gill-Montague Regional School District
- B. \$86,900 for contracted services of a licensed alcohol and drug abuse counselor and related curriculum material expenses for the Franklin County Technical School

(Selectboard Request)

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$40,000, or any other amount, for the purpose of providing Science, Technology, Engineering, and Math afterschool enrichment programs, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 23: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$25,000, or any other amount, for the purpose of developing a Feasibility Assessment and Preliminary Design for roadway safety improvements to the intersection of Millers Falls Road and Industrial Boulevard, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 24: To see if the Town will vote, in accordance with Massachusetts General Laws, Chapter 40, Section 5B, to establish a special purpose stabilization fund to be known as the “Canal District Utility Improvement Fund”, for the purpose of funding installations, repairs, and upgrades of utility services for the Canal District of the Town, and anything incidental or related thereto; and further to accept the provisions of the fourth paragraph of said Massachusetts General Laws, Chapter 40, Section 5B, to allow one hundred percent (100%) of the funds received pursuant to the Town’s August 9, 2021 Agreement with FirstLight MA Hydro, LLC to be dedicated to said Fund, without further appropriation, to be effective for the Fiscal Year beginning on July 1, 2022; or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 25: To see if the Town will vote to rescind the unused \$286,081.30 borrowing authority as voted pursuant to Article #8 of the February 25, 2021, Special Town Meeting, which appropriated \$1,450,000 for the purpose of acquiring three properties for airport and aviation purposes, or to pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 26: To see if the Town will vote to rescind the unused \$1,305,011.05 borrowing authority as voted pursuant to Article #1 of the March 29, 2018, Special Town Meeting, which

appropriated \$11,146,762 for the purpose of building and equipping a new DPW Facility, or to pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 27. To see if the Town will vote to authorize the Selectboard to petition the General Court for one (1) additional on premises all alcoholic beverages license to be exercised and located at 196 Turners Falls Road in the Montague Center village of the Town, said license not to be transferred to any other location; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Selectboard approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, or pass any vote or votes in relation thereto.

The petition for special legislation shall take the following form:

AN ACT AUTHORIZING THE TOWN OF MONTAGUE TO GRANT ONE ADDITIONAL LIQUOR LICENSE FOR THE SALE OF ALL ALCOHOLIC BEVERAGES TO BE DRUNK ON THE PREMISES
Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the licensing authority of the town of Montague may grant one (1) additional license for the sale of all alcoholic beverages to be drunk on the premises pursuant to section 12 of said chapter 138 to El Nopalito Restaurant, located at 196 Turners Falls Road, in the town of Montague. The license shall be subject to all of said chapter 138 except said section 17.

(b) The licensing authority of the town of Montague shall not approve the transfer of the license granted pursuant to this act to any other location, but it may grant the license to a new applicant at the same location if the applicant files with the licensing authority a letter from the department of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

(c) If the license granted pursuant to this act is cancelled, revoked or no longer in use, it shall be returned physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority, which may then grant the license to a new applicant at the same location under the same conditions as specified in this act.

(d) The license granted pursuant to this act shall be issued not later than 2 years after the effective date of this act; provided however, that if the license is originally granted within that time period, it may be granted to a new applicant pursuant to subsection (b) or (c) anytime thereafter.

SECTION 2. This act shall take effect upon its passage.

(Board of Selectmen Request)

ARTICLE 28: To see if the Town will vote to authorize the Selectboard to petition the General Court for special legislation providing that all of the positions in the Police Department after passage of the Act not be subject to the Civil Service statute, all as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Selectboard approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, and to authorize the Selectboard to approve such amendments, or pass any vote or votes in relation thereto.

AN ACT EXEMPTING ALL POSITIONS IN THE POLICE DEPARTMENT OF THE TOWN OF MONTAGUE FROM THE CIVIL SERVICE LAW

Be it enacted by the Senate and House of Representatives, in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, all positions in the police department of the town of Montague shall be exempt from chapter 31 of the General Laws.

SECTION 2. This act shall not impair the civil service status of a person holding a position described in section 1 on the effective date of this act.

SECTION 3. Notwithstanding the provisions of Section 2, no appointments or promotions made after the effective date of this act will be governed in any way by chapter 31 of the General Laws.

SECTION 4. This act shall take effect upon its passage.

ARTICLE 29: To see if the Town will vote to adopt the 2022 Update to the Montague Economic Development and Industrial Corporation's Economic Development Plan developed in accordance with Mass General Laws Chapter 121 C, a copy of which is on file in the Office of the Town Clerk and on the Town's website at [https://www.montague-ma.gov/files/MEDIC ECON DEV PLAN 2022 DRAFT.pdf](https://www.montague-ma.gov/files/MEDIC_ECON_DEV_PLAN_2022_DRAFT.pdf), or to pass any vote or votes in relation thereto.

(MEDIC Request)

ARTICLE 30. MOVED: That the Town vote to amend the Town’s Zoning Bylaws, in accordance with Chapter 40R of the Massachusetts General Laws, to add a new Section 10, to be titled “Smart Growth Overlay Districts (SGODs), as shown below, or to pass any vote or votes in relation thereto.

(Planning Board Request)

SECTION 10: SMART GROWTH OVERLAY DISTRICTS (SGODs)

1. PURPOSE

The purposes of this Section are:

1. To establish Smart Growth Overlay Districts (SGODs) to encourage smart growth in accordance with the purposes of G. L. Chapter 40R;
2. To encourage the revitalization of underutilized properties to benefit the general health and welfare of our residents and the region;
3. To encourage the creation of new multifamily and residential developments in appropriate locations at appropriate densities; and,
4. To maintain or increase the supply of affordable dwelling units;
5. To maintain a consistently high level of design quality.

2. DEFINITIONS

For purposes of this Section the following definitions shall apply. All capitalized terms shall be defined in accordance with the definitions established under the Governing Laws or Section 2.0, or as set forth in the PAA Regulations. With respect to their application to Section 10, to the extent that there is any conflict between the definitions or terms set forth in, or otherwise regulated by, the Governing Laws and those defined or used in Section 10, inclusive of any applicable Design Standards, PAA Regulations, or any other applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the terms of the Governing Laws shall govern.

Affordable Homeownership Unit - an Affordable Housing unit required to be sold to an Eligible Household.

Affordable Housing - housing that is affordable to and occupied by Eligible Households.

Affordable Housing Restriction - a deed restriction of Affordable Housing meeting the statutory requirements in G.L. Chapter 184, Section 31 and the requirements of Section 5.5 of this Bylaw.

Affordable Rental Unit - an Affordable Housing unit required to be rented to an Eligible Household.

Applicant – the individual or entity that submits a Project application for Plan Approval.

As-of-right - a use allowed under Section 10.4.0 without recourse to a special permit, variance, zoning amendment, or other form of zoning relief. A Project that requires Plan Approval by the PAA pursuant to Sections 10. 8.0 through 10. 12.0 shall be considered an as-of-right Project, subject to review and approval by DHCD of any Municipal 40R regulations, guidelines, application forms, or other requirements applicable to review of Projects by the Plan Approval Authority under the 40R Zoning and 760 CMR 59.00.

Department or DHCD - the Massachusetts Department of Housing and Community Development, or any successor agency.

Design Standards – provisions of Section 12 made applicable to Projects within the SGOD that are subject to the Plan Approval process.

Eligible Household - an individual or household whose annual income is less than or equal to 80 percent of the area-wide median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size, with income computed using HUD's rules for attribution of income to assets.

Governing Laws - G.L. Chapter 40R and 760 CMR 59.00.

Mixed-Use Development Project – a Project containing a mix of residential uses and non-residential uses, as allowed in Section 10. 4.2, and subject to all applicable provisions of Section 10.

Monitoring Agent or Administering Agent – the PAA or a qualified housing entity designated by the PAA, pursuant to Section 10. 5.2, to review and implement the Affordability requirements affecting Projects under Section 10. 5.0.

PAA Regulations – the rules and regulations of the PAA adopted pursuant to Section 10. 8.3.

Plan Approval Authority (PAA) - The local approval authority authorized under Section 10. 8.2 to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

Project - a Residential Project or Mixed-use Development Project undertaken within the SGOD in accordance with the requirements of Section 10.

Residential Project - a Project that consists solely of residential and any allowed or required parking and/or accessory uses, as further defined in Section 4.1.

SGOD – A Smart Growth Overlay District established in accordance with Section 10 and as shown on the Smart Growth Overlay District Map referenced in Section 3 herein and as shown of the Town’s Zoning Map.

Zoning Bylaw - the Zoning Bylaw of the Town of Montague.

3. Applicability of SGODs – SCOPE AND AUTHORITY

3.1 Establishment. The Smart Growth Overlay District, herein referred to as the “SGOD,” is an overlay district having a land area of approximately 4 acres in size that is superimposed over the underlying zoning district(s) and is shown on the Zoning Map as set forth on the map entitled “Smart Growth Overlay District, dated ____, prepared by ____.” This map is hereby made a part of the Zoning Bylaw and is on file in the Office of the Town Clerk.

3.2 Subdistricts. The SGOD contains the following Sub-Districts:
Sub-District A: Griswold Mill comprising approximately 3.02 acres and;
Sub-District B: First Street comprising approximately 1.16 acres.

3.3 Applicability of SGODs. An applicant may seek development of a Project located within the SGOD in accordance with the provisions of the Governing Laws and Section 10, including a request for Plan Approval by the PAA. In such case, notwithstanding anything to the contrary in the Zoning Bylaw, such application shall not be subject to any other provisions of the Zoning Bylaw, including limitations upon the issuance of building permits for residential uses related to a rate of development or phased growth limitation or to a local moratorium on the issuance of such permits, or to other building permit or dwelling unit limitations. To the extent that there is any conflict between the Governing Laws and Section 10, inclusive of the Design Standards, the PAA Regulations, and any otherwise applicable associated local zoning requirement (e.g., zoning requirement contained in another section of the Zoning Bylaw that is nonetheless incorporated by reference), the Governing Laws shall govern.

3.4 Underlying Zoning. The SGOD is an overlay district superimposed on all underlying zoning districts. The regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s) shall remain in full force, except for those Projects undergoing development pursuant to Section 10. Within the boundaries of the SGOD, an Applicant may elect either to develop a Project in accordance with the requirements of the SGOD, or to develop a project in accordance with requirements of the regulations for use, dimension, and all other provisions of the Zoning Bylaw governing the underlying zoning district(s).

3.5 Administration, Enforcement, and Appeals. The provisions of Section 10 shall be administered by the Building Inspector, except as otherwise provided herein. Any legal appeal arising out of a Plan Approval decision by the PAA under Sections 8 through 12 shall be

governed by the applicable provisions of G. L. Chapter 40R. Any other request for enforcement or appeal arising under this Section shall be governed by the applicable provisions of G. L. Chapter 40A.

4. PERMITTED USES - GENERAL

The following uses are permitted As-of-Right for Projects within SGODs unless otherwise specified under the corresponding section of the District-specific requirements.

4.1 Sub-District A (Griswold Mill). The following uses are allowed:

- a) Multifamily residential uses
- b) Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 51% of the gross floor area of the Project:
 - Offices, including medical offices.
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments, including daycares.
 - Bakeries and artisan food or beverage producers.
 - Restaurants and cafes, indoor or outdoor.
 - Hotels.
 - Community, education, or recreational uses, including museums, parks, playgrounds, health clubs and gym/fitness centers.
 - Municipal facilities.
 - Craft workshops or light assembly shops.
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses

4.2 Sub-District B (First Street). The following uses are allowed:

- a. Single-family, two-family, three-family, or multifamily residential uses, any of which may include live/work units.
- b. Mixed-use Projects, incorporating multifamily residential uses and any of the following non-residential uses, where the minimum gross floor area devoted to residential uses shall be 51% of the gross floor area of the Project:
 - Offices, including medical offices and co-working facilities
 - Retail stores, including banks, but excluding wholesale establishments and establishments with drive-through windows.
 - General service establishments and personal service establishments.
 - Bakeries and artisan food or beverage producers.
 - Restaurants and cafes, indoor or outdoor.
 - Hotels
- c) Accessory uses, including home occupations, and parking accessory to any of the above permitted uses.

5. Housing and Housing Affordability

5.1 Number of Affordable Housing Units. For all Projects, not less than twenty percent (25%) of housing units constructed shall be Affordable Housing. For purposes of calculating the number of units of Affordable Housing required within a Project, any fractional unit of .5 or greater shall be deemed to constitute a whole unit.

5.2 Monitoring Agent. A Monitoring Agent which may be the PAA or other qualified housing entity shall be designated by the PAA. In a case where the Monitoring Agent cannot adequately carry out its administrative duties, upon certification of this fact by the designating official or by DHCD such duties shall devolve to and thereafter be administered by a qualified housing entity designated by the designating official. In any event, such Monitoring Agent shall ensure the following, both prior to issuance of a Building Permit for a Project within the SGOD, and on a continuing basis thereafter, as the case may be:

1. prices of Affordable Homeownership Units are properly computed; rental amounts of Affordable Rental Units are properly computed;
 2. income eligibility of households applying for Affordable Housing is properly and reliably determined;
 3. the housing marketing and resident selection plan conform to all requirements, have been approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR 59.00, and are properly administered;
 4. sales and rentals are made to Eligible Households chosen in accordance with the housing marketing and resident selection plan with appropriate unit size for each household being properly determined and proper preference being given; and
5. Affordable Housing Restrictions meeting the requirements of this section are approved by DHCD specifically with regard to conformance with M.G.L. c.40R and 760 CMR. 59.00, recorded with the proper registry of deeds.

5.3 Submission Requirements. As part of any application for Plan Approval for a Project within the SGOD submitted under Sections 10, the Applicant must submit the following documents to the PAA and the Monitoring Agent:

- 1) evidence that the Project complies with the cost and eligibility requirements of Section 10. 5.4:
- 2) Project plans that demonstrate compliance with the requirements of Section 10. 5.5; and

- 3) a form of Affordable Housing Restriction that satisfies the requirements of Section 10.5.6.

These documents in combination, to be submitted with an application for Plan Approval, shall include details about construction related to the provision, within the development, of units that are accessible to the disabled and appropriate for diverse populations, including households with children, other households, individuals, households including individuals with disabilities, and the elderly.

5.4 Cost and Eligibility Requirements. Affordable Housing shall comply with the following requirements:

1. Affordable Housing required to be offered for rent or sale shall be rented or sold to and occupied only by Eligible Households.
2. For an Affordable Rental Unit, the monthly rent payment, including applicable utility allowances, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.
3. For an Affordable Homeownership Unit the monthly housing payment, including mortgage principal and interest, private mortgage insurance, property taxes, condominium and/or homeowner's association fees, and insurance, shall not exceed 30 percent of the maximum monthly income permissible for an Eligible Household, assuming a family size equal to the number of bedrooms in the unit plus one, unless another affordable housing program methodology for calculating rent limits, as approved by DHCD, applies.

Prior to the granting of any Building Permit for a Project, the Applicant must demonstrate, to the satisfaction of the Monitoring Agent, that the method by which such affordable rents or affordable purchase prices are computed shall be consistent with state or federal guidelines for affordability applicable to Montague.

5.5 Design and Construction. Units of Affordable Housing shall be finished housing units. With respect to the minimum required number for a given Project, units of Affordable Housing shall be equitably integrated and proportionately dispersed throughout the residential portion of the Project of which they are part, across all residential buildings, floors, distinct unit types, and with respect to the gross floor area devoted to residential units, in accordance with the affordable housing restriction and marketing and tenant selection plan approved by DHCD and be comparable in initial construction quality, size, amenities, and exterior design to the other housing units in the Project. Unless expressly required otherwise under one or more applicable state or federal housing subsidy programs, the bedroom-per-unit average for the Affordable Housing must be equal to or greater than the bedroom-per-unit average for the unrestricted/market-rate units.

5.6 Affordable Housing Restriction. Each Project shall be subject to an Affordable Housing Restriction which is approved by DHCD pursuant to the Governing Laws and recorded with the

appropriate registry of deeds or district registry of the Land Court and which contains the following:

1. specification of the term of the Affordable Housing Restriction which shall be stipulated in the Plan Approval decision but in no case be less than thirty years;
2. the name and address of the Monitoring Agent with a designation of its power to monitor and enforce the Affordable Housing Restriction;
3. a description of the Affordable Homeownership Unit(s), by address and number of bedrooms in a Project or portion of a Project which is homeownership; and a description of the overall quantity, initial unit designations and number of bedrooms and number of bedroom types of the Affordable Rental Unit(s) in a Project or portion of a Project which is rental. Such restriction shall apply individually to the specifically identified Affordable Homeownership Unit and shall apply to a percentage of rental units of a rental Project or the rental portion of a Project with the initially designated Affordable Rental Units identified in, and able to float subject to specific approval by DHCD in accordance with, the corresponding Affirmative Fair Housing Marketing Plan (AFHMP) and DHCD's AFHMP guidelines.
4. reference to an affirmative fair housing marketing and resident selection plan, to which the Affordable Housing is subject, and which includes an affirmative fair housing marketing program, including public notice and a fair resident selection process. Such plan shall be consistent with DHCD guidance and approved by DHCD. Consistent with DHCD guidance, such plan shall include a preference based on need for the number of bedrooms in a unit and a preference based on need for the accessibility features of a unit where applicable, and may only provide for additional preferences in resident selection to the extent such preferences are also consistent with applicable law and approved by DHCD.
5. a requirement that buyers or tenants will be selected at the initial sale or initial rental and upon all subsequent sales and rentals from a list of Eligible Households compiled in accordance with the housing marketing and selection plan;
6. reference to the formula pursuant to which rent of an Affordable Rental Unit or the maximum resale price of an Affordable Homeownership Unit will be set;
7. a requirement that only an Eligible Household may reside in Affordable Housing and that notice of any lease of any Affordable Rental Unit shall be given to the Monitoring Agent;
8. provision for effective monitoring and enforcement of the terms and provisions of the Affordable Housing Restriction by the Monitoring Agent;
9. provision that the AHR on an Affordable Homeownership Unit shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit initial sale and re-sale to and occupancy by an Eligible Household;
10. provision that the AHR on Affordable Rental Units in a rental Project or rental portion of a Project shall run with the rental Project or rental portion of a Project and shall run in favor of the Monitoring Agent and/or the municipality, in a form approved by municipal counsel, and shall limit rental and occupancy to an Eligible Household;

11. provision that the owner[s] or manager[s] of Affordable Rental Unit[s] shall file an annual report to the Monitoring Agent, in a form specified by that agent certifying compliance with the Affordability provisions of this Bylaw and containing such other information as may be reasonably requested in order to ensure affordability; and
12. a requirement that residents in Affordable Housing provide such information as the Monitoring Agent may reasonably request in order to ensure affordability.

5.7 Costs of Housing Marketing and Selection Plan. The housing marketing and selection plan or any associated Monitoring Services Agreement may make provision for payment by the Project applicant of reasonable costs to the Monitoring Agent to develop, advertise, and maintain the list of Eligible Households and to monitor and enforce compliance with affordability requirements.

5.8 Age Restrictions. Nothing in Section 10 shall permit the imposition of restrictions on age upon Projects unless proposed or agreed to voluntarily by the Applicant. However, the PAA may, in its review of a submission under Section 10. 5.3, allow a specific Project within the SGOD designated exclusively for the elderly, persons with disabilities, or for assisted living, provided that any such Project shall be in compliance with all applicable federal, state and local fair housing laws and regulations and not less than twenty-five percent (25%) of the housing units in such a restricted Project shall be restricted as Affordable Housing units.

5.9 Phasing. For any Project that is approved and developed in phases in accordance with Section 10. 8.4, the percentage of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10. 5.1. Where the percentage of Affordable Housing is not uniform across all phases, the unit dispersal and bedroom proportionality requirements under Section 10. 5.5 shall be applied proportionately to the Affordable Housing provided for in each respective phase.

5.10 No Waiver. Notwithstanding anything to the contrary herein, the Affordability provisions in Section 10. 5.0 shall not be waived.

6. Dimensional and Density Requirements - GENERAL

6.1 Residential Density. Multifamily Residential (four or more dwelling units) and Mixed Use Development Projects in a SGOD, and in any Sub-District, may be developed as-of-right at a minimum density of 20 dwelling units per acre of Developable Land. Two-family and three-family residential Projects may be developed as-of-right in Sub-District B at a minimum density of 12 dwelling units per acre of Developable Land. Single-family residential use Projects may be developed as-of-right in Sub-District B at a minimum density of 8 dwelling units per acre of Developable Land.

6.2 Lot Area, Frontage, and Yard Setbacks

Each Project shall have:	
Minimum Project area:	4,000 square feet
Minimum length of frontage:	30 feet
Minimum front yard setback:	0 feet
Maximum front yard setback:	no maximum setback
Minimum side yard setback:	no requirement between buildings within a Project; 10 feet between any Project building and the boundary of the applicable Sub-District
Minimum rear yard setback:	no requirement between buildings within a Project; 10 feet between any Project building and the boundary of the applicable Sub-District

For the purposes of this subsection, frontage and front yard setbacks shall be determined with respect to public and private streets, as well as to private ways providing similar access.

Access: Individual buildings or parcels within a Project site shall have coordinated street access. There shall be not more than one driveway (curb cut) per 50 feet of frontage.

6.3 Open Space: A minimum of 20 percent of the total Project area shall be open space. For the purpose of this subsection, “open space” shall be defined as yards, playgrounds, walkways and other areas not covered by parking and driveways; such open space need not be accessible to the public. This minimum percentage may be reduced by the PAA through the Plan Approval process only if the Project provides for direct access or enjoyment of the Connecticut River.

6.4. Building Height, maximum:

Subdistrict A: 60 feet
 Subdistrict B: 40 feet

7. Parking Requirements - GENERAL

The parking requirements applicable for Projects within the SGOD are as follows.

7.1 Number of parking spaces. Unless otherwise found to be Unduly Restrictive with respect to Project feasibility and approved by the PAA, the following minimum and maximum numbers of off-street parking spaces shall be provided and allowed, respectively, by use, either in surface parking, within garages or other structures, or on-street:

Residential Project: Minimum One parking space per residential unit, maximum 2 parking spaces per residential unit.

Mixed-use Project: Same formula for residential units plus the applicable quantity computed per Section 7.2.2 of the Town's Zoning Bylaws for non-residential uses.

The PAA may allow for additional visitor parking spaces beyond the 2 maximum spaces per unit if deemed appropriate given the design, layout and density of the proposed residential or other development. The PAA may allow for a decrease in any required parking as provided in Sections 7.2 and 7.3 below.

7.2 Shared Parking. Notwithstanding anything to the contrary herein, the use of shared parking to fulfill parking demands noted above that occur at different times of day is strongly encouraged. Minimum parking requirements above may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that shared spaces will meet parking demands by using accepted methodologies (e.g. the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other approved studies) or the PAA is otherwise satisfied that the reduced parking is nonetheless sufficient and consistent with smart growth practices.

7.3 Reduction in parking requirements. Notwithstanding anything to the contrary herein, any minimum required amount of parking may be reduced by the PAA through the Plan Approval process, if the Applicant can demonstrate that the lesser amount of parking will not cause excessive congestion, endanger public safety, or that lesser amount of parking will provide positive environmental or other benefits, taking into consideration:

- a) the availability of surplus off-street parking in the vicinity of the use being served and/or the proximity of a bus stop or transit station;
- b) the availability of public or commercial parking facilities in the vicinity of the use being served;
- c) shared use of off-street parking spaces serving other uses having peak user demands at different times;
- d) To the extent consistent with 760 CMR 59.04(1)(g) and 760 CMR 59.04(l)(i)1., age or other occupancy restrictions which are likely to result in a lower level of auto usage;
- e) impact of the parking requirement on the physical environment of the affected lot or the adjacent lots including reduction in green space, destruction of significant existing trees and other vegetation, destruction of existing dwelling units, or loss of pedestrian amenities along public ways; and
- f) Any applicable transportation demand management strategies that will be integrated into the Project or such other factors as may be considered by the PAA.

7.4 Location of Parking. Any surface parking lot shall, to the maximum extent feasible, be located at the rear or, where such location is deemed infeasible by the PAA, the side of a building, relative to any principal street, public open space, or pedestrian way.

8. PLAN APPROVAL OF PROJECTS: GENERAL PROVISIONS

8.1 Plan Approval. An application for Plan Approval shall be reviewed by the PAA for consistency with the purpose and intent of Section 10. Such Plan Approval process shall be construed as an As-of-Right review and approval process as required by and in accordance with the Governing Laws. Any Project with uses allowable in Section 4 shall be subject to the Plan Approval Process.

8.2 Plan Approval Authority (PAA). The Montague Planning Board consistent with G.L. Chapter 40R and 760 CMR 59.00, shall be the Plan Approval Authority (the “PAA”), and it is authorized to conduct the Plan Approval process for purposes of reviewing Project applications and issuing Plan Approval decisions within the SGOD.

8.3 PAA Regulations. The Plan Approval Authority may adopt administrative rules and regulations relative to Plan Approval. Such rules and regulations and any amendments thereof must be approved by the Department of Housing and Community Development.

8.4 Project Phasing. An Applicant may propose, in a Plan Approval submission, that a Project be developed in phases, provided that the submission shows the full buildout of the Project and all associated impacts as of the completion of the final phase, and subject to the approval of the PAA. Any phased Project shall comply with the provisions of Section 10.5.9.

9. PLAN APPROVAL PROCEDURES

9.1 Preapplication. Prior to the submittal of a Plan Approval submission, a “Concept Plan” may be submitted to help guide the development of the definitive submission for Project buildout and individual elements thereof. Such Concept Plan should reflect the following:

1. Overall building envelope areas;
2. Open space and natural resource areas; and
3. General site improvements, groupings of buildings, and proposed land uses.

The Concept Plan is intended to be used as a tool for both the Applicant and the PAA to ensure that the proposed Project design will be consistent with the Design Standards and other requirements of the SGOD.

9.2 Required Submittals. An application for Plan Approval shall be submitted to the PAA on the form provided by the PAA and approved by DHCD, along with application fee(s) which shall be as set forth in the PAA Regulations. The application shall be accompanied by such plans and documents as may be required and set forth in the PAA Regulations. For all Projects, the application shall be accompanied by all materials required under Section 10.

5.3. All site plans shall be prepared by a certified architect, landscape architect, and/or a civil engineer registered in the Commonwealth of Massachusetts. All landscape plans shall be prepared by a certified landscape architect registered in the Commonwealth of Massachusetts. All building elevations shall be prepared by a certified architect registered in the Commonwealth of Massachusetts. All plans shall be signed and stamped, and drawings

prepared at a scale of [one inch equals forty feet (1"=40') or larger], or at a scale as approved in advance by the PAA.

9.3 Filing. An Applicant for Plan Approval shall file the required number of copies of the application form and the other required submittals as set forth in the PAA Regulations with the Montague Clerk and a copy of the application including the date of filing certified by the Montague Clerk shall be filed forthwith with the PAA.

9.4 Circulation to Other Boards. Upon receipt of the application, the PAA shall immediately provide a copy of the application materials to the Select Board, Board of Appeals, Board of Health, Conservation Commission, Fire Department, Police Department, Building Department, Department of Public Works, the Monitoring Agent (if already identified, for any Project subject to the Affordability requirements of Section 10. 5.0), and other municipal officers, agencies or boards for comment, and any such board, agency or officer shall provide any written comments within 60 days of its receipt of a copy of the plan and application for approval.

9.5 Hearing. The PAA shall hold a public hearing for which notice has been given as provided in Section 11 of G.L. Chapter 40A. The decision of the PAA shall be made, and a written notice of the decision filed with the Town Clerk, within 120 days of the receipt of the application by the Town Clerk. The required time limits for such action may be extended by written agreement between the Applicant and the PAA, with a copy of such agreement being filed in the office of the Town Clerk. Failure of the PAA to take action within said 120 days or extended time, if applicable, shall be deemed to be an approval of the Plan Approval application.

9.6 Peer Review. The Applicant shall be required to pay for reasonable consulting fees to provide peer review of the Plan Approval application, pursuant to G.L. Chapter 40R, Section 11(a). Such fees shall be held by the Town in a separate account and used only for expenses associated with the review of the application by outside consultants, including, but not limited to, attorneys, engineers, urban designers, housing consultants, planners, and others. Any surplus remaining after the completion of such review, including any interest accrued, shall be returned to the Applicant forthwith.

10. PLAN APPROVAL DECISIONS

10.1 Plan Approval. Plan Approval shall be granted where the PAA finds that:

1. the Applicant has submitted the required fees and information as set forth in the PAA Regulations; and
2. the Project as described in the application meets all of the requirements and standards set forth in Section 10 and the PAA Regulations, or a waiver has been granted therefrom; and
3. any extraordinary adverse potential impacts of the Project on nearby properties have been adequately mitigated.

For all Projects, compliance with condition (2) above shall include written confirmation by the Monitoring Agent that all requirements of Section 10. 5.0 have been satisfied. Any Plan Approval decision for a Project shall specify the term of such affordability, which shall be no less than thirty years. The PAA may attach conditions to the Plan Approval decision that are necessary to ensure substantial compliance with Section 10, or to mitigate any extraordinary adverse potential impacts of the Project on nearby properties.

10.2 Plan Disapproval. A Plan Approval application may be disapproved only where the PAA finds that:

1. the Applicant has not submitted the required fees and information as set forth in the Regulations; or
2. the Project as described in the application does not meet all of the requirements and standards set forth in Section 10 and the PAA Regulations, or that a requested waiver therefrom has not been granted; or
3. it is not possible to adequately mitigate significant adverse Project impacts on nearby properties by means of suitable conditions.

10.3 Waivers. Upon the request of the Applicant and subject to compliance with the Governing Laws and Section 10. 5.10, the Plan Approval Authority may waive dimensional and other requirements of Section 10, including the Design Standards, in the interests of design flexibility and overall project quality, and upon a finding of consistency of such variation with the overall purpose and objectives of the SGOD, or if it finds that such waiver will allow the Project to achieve the density, affordability, mix of uses, and/or physical character allowable under Section 10.

10.4 Project Phasing. The PAA, as a condition of any Plan Approval, may allow a Project to be phased at the request of the Applicant, or it may require a Project to be phased for the purpose of coordinating its development with the construction of Planned Infrastructure Improvements (as that term is defined under 760 CMR 59.00), or to mitigate any extraordinary adverse Project impacts on nearby properties. For Projects that are approved and developed in phases, unless otherwise explicitly approved in writing by the Department in relation to the specific Project, the proportion of Affordable units in each phase shall be at least equal to the minimum percentage of Affordable Housing required under Section 10. 5.1.

10.5 Form of Decision. The PAA shall issue to the Applicant a copy of its decision containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision, and certifying that a copy of the decision has been filed with the Town Clerk and that all plans referred to in the decision are on file with the PAA. If twenty (20) days have elapsed after the decision has been filed in the office of the Town Clerk without an appeal having been filed or if such appeal, having been filed, is dismissed or denied, the Town Clerk shall so certify on a copy of the decision. If a plan is approved by reason of the failure of the PAA to timely act, the Town Clerk shall make such certification on a copy of the application. A copy of the decision or application bearing such certification shall be recorded in the registry of

deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. The fee for recording or registering shall be paid by the Applicant.

10.6 Validity of Decision. A Plan Approval shall remain valid and shall run with the land indefinitely, provided that construction has commenced within two years after the decision is issued, which time shall be extended by the time required to adjudicate any appeal from such approval and which time shall also be extended if the Project proponent is actively pursuing other required permits for the Project or there is other good cause for the failure to commence construction, or as may be provided in a Plan Approval for a multi-phase Project.

11. CHANGE IN PLANS AFTER APPROVAL BY PAA

11.1 Minor Change. After Plan Approval, an Applicant may apply to make minor changes in a Project involving minor utility or building orientation adjustments, or minor adjustments to parking or other site details that do not affect the overall buildout or building envelope of the site, or provision of open space, number of housing units, or housing need or affordability features. Such minor changes must be submitted to the PAA on redlined prints of the approved plan, reflecting the proposed change, and on application forms provided by the PAA. The PAA may authorize such changes at any regularly scheduled meeting, without the need to hold a public hearing. The PAA shall set forth any decision to approve or deny such minor change by motion and written decision and provide a copy to the Applicant for filing with the Town Clerk.

11.2 Major Change. Those changes deemed by the PAA to constitute a major change in a Project because of the nature of the change in relation to the prior approved plan, or because such change cannot be appropriately characterized as a minor change as described above, shall be processed by the PAA as a new application for Plan Approval pursuant to Sections 10. 8.0 - through 10. 12.0.

12. DESIGN STANDARDS - GENERAL

12.1. Design Standards. The Plan Approval Authority may adopt, by simple majority vote, Design Standards which shall be applicable to Development Projects subject to Plan Approval by the Plan Approval Authority. Such Design Standards must be objective and not subjective and may only address the scale and proportions of buildings, the alignment, width, and grade of streets and sidewalks, the type and location of infrastructure, the location of building and garage entrances, off street parking, the protection of significant natural site features, the location and design of on-site open spaces, exterior signs, and buffering in relation to adjacent properties. DHCD may, at its discretion, may require Design Standards to contain graphics illustrating a particular standard or definition in order to make such standard or definition clear and understandable.

12.2. DHCD Approval. After adopting Design Standards, the PAA shall submit Design Standards to DHCD for approval. Design Standards shall not take effect until approved by DHCD and filed with the Town Clerk. In submitting proposed Design Standard for DHCD approval, the PAA shall also submit sufficient documentation clearly showing that the proposed Design Standards will not add unreasonable costs to Development Projects or unreasonably impair the economic feasibility of a Development Project. A letter from a developer, property owner or other interested party indicating that the Design Standards will not add unreasonable costs or unreasonably impair (as such term is defined under 760 CMR 59.02) the economic feasibility of a Development Project shall not constitute sufficient documentation. At its discretion, DHCD may disapprove Design Standards if it finds that the PAA has not adopted objective Design Standards or has not submitted such documentation.

12.3. Plan Approval. An application for Plan Approval that has been submitted to the Town Clerk pursuant to this Section 10 shall not be subject to Design Standards that have not been approved by DHCD and filed with the Town Clerk.

13. SEVERABILITY

If any provision of Section 10 is found to be invalid by a court of competent jurisdiction, the remainder of Section 10 shall not be affected but shall remain in full force. The invalidity of any provision of Section 10 shall not affect the validity of the remainder of the Montague Zoning Bylaws.

ARTICLE 31: That the Town vote in accordance with MGL c. 40, § 15A to transfer from the board or commission having the care, custody, and control of a parcel of land containing 2.27 acres of land, more or less, located at 11 Power Street and identified as Assessors' Parcel ID 03-0-027 further described in a deed recorded with the Franklin Registry of Deeds in Book 6418, Page 65, and referenced in a judgement in a tax lien case recorded with said Registry in Book 7959, Page 332 and shown on a plan recorded with said Registry in Plan Book 133, Page 21 to the Selectboard for the purposes of economic development or the development of low or moderate income housing; and further, that the Selectboard be authorized to sell, lease, transfer or convey any portion or all of the aforesaid property upon such terms and conditions and for such amounts as the Selectboard shall deem fit, subject to the approval of the Montague Economic Development and Industrial Corporation, and further that the Selectboard be authorized to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Planning Department Request)

ARTICLE 32: To see if the Town will vote to transfer care, custody and control of a parcel of land containing 0.65 acres of land, more or less, located on First Street and identified as Assessors' Parcel ID 04-0-0031, from the Selectboard for general municipal purposes to the Selectboard

for general municipal purposes or for developing low or moderate income housing and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land for such sum and upon such conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Planning Department Request)

ARTICLE 33: To see if the Town will vote to amend the Town’s General Bylaws to add a new Bylaw, to be titled “Demolition Delay”, as shown below, and to authorize the Town Clerk to assign such numbering as is appropriate to bring said bylaw into conformance with the existing codification, or to pass any vote or votes in relation thereto.

Montague Demolition Delay Bylaw

§ 1 Purpose.

The purpose of this Bylaw is to preserve and protect, through advance notice of their proposed demolition, Significant Buildings within the Town of Montague which constitute or reflect distinctive features of the architectural, cultural, political, economic, or social history of the Town, to encourage owners of Preferably Preserved Significant Buildings to seek out persons who might be willing to purchase and to preserve, rehabilitate, or restore such buildings rather than demolish them, to alert residents of the Town to impending demolitions of Significant Buildings, and by furthering these purposes to promote the public welfare, to preserve the resources of the Town, and to make the Town a more attractive and desirable place to live. To achieve these purposes, the Montague Historical Commission is empowered to advise the Montague Inspector of Buildings with respect to the issuance of permits involving demolition, and the issuance of demolition permits for Significant Buildings is regulated as provided in this Bylaw.

§ 2 Definitions.

As used in this Bylaw, the following terms shall have the meanings indicated:

APPLICATION

An application for a permit involving the demolition of a Significant Building. Every application shall include the address of the building to be demolished, the owner's name, address and telephone number, photographs of all sides of the building visible from a public way taken within the past year, plans, a narrative description of the building and justification of the proposed demolition, and a brief description of the proposed reuse, reconstruction, or replacement.

BUILDING

Any combination of materials capable of providing shelter for persons, animals, or property.

COMMISSION

The Montague Historical Commission.

DEMOLITION

Any act of pulling down, destroying, removing, or razing a structure or significant portion thereof, or commencing the work of total or substantial destruction with the intent of completing the same. Significant portion is defined as twenty-five percent (25%) of the volume of the building or structure, or twenty-five percent (25%) of the roof structure. For purposes of this Bylaw, the term "demolition" shall not include the ordinary maintenance or repair of any building or structure, interior renovations, or removal or demolition of any ancillary portion of a structure such as porches, decks, or windows, provided that in the instance of demolition of said ancillary portions for the purpose of repair or replacement, said repair or replacement shall be done using like-kind or better materials.

DEMOLITION PERMIT

A permit issued by the Inspector of Buildings under the State Building Code for the demolition of a building or structure.

INSPECTOR OF BUILDINGS

The administrative chief of the building department in a municipality who is charged with the administration and enforcement of 780 CMR, the Massachusetts State Building Code.

SIGNIFICANT BUILDING

- A.** Any building or structure individually listed on the National Register of Historic Places or is the subject of a pending application for listing on said National Register; or
- B.** Any building or structure evaluated by Massachusetts Historical Commission to be a contributing building within a National Register or State Register District; or
- C.** Any building or structure which has been certified by the Massachusetts Historical Commission to meet eligibility requirements for individual listing on the National Register of Historical Buildings; or
- D.** Any Building or structure constructed, or a portion of which was constructed, over 100 years ago that contributes to the historical or architectural heritage or resources of the Town.

§ 3 Preferably Preserved Significant Buildings.

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A. A Preferably Preserved Significant Building is any Significant Building which the Montague Historical Commission determines, pursuant to the procedure detailed in § 4, is in the public interest to be preserved or rehabilitated rather than to be demolished. A Preferably Preserved Significant Building is subject to the one-year delay period of this Bylaw.

B. The Montague Historical Commission may determine that a building or structure be designated as a Preferably Preserved Significant Building if it meets one or more of the following criteria:

(1) It is listed on, or is within an area listed on, the National Register of Historic Places, or is the subject of a pending application for listing on said National Register; or

(2) The Montague Historical Commission determines that the structure meets one or more of the following three criteria:

(a) Historical importance. The structure meets the criteria of historical importance if it:

[1] Has character, interest, or value as part of the development, heritage or cultural characteristics of the Town of Montague, the Commonwealth of Massachusetts, or the nation; or

[2] Is the site of an historic event; or

[3] Is identified with a person or group of persons who had some influence on society; or

[4] Exemplifies the cultural, political, economic, social, or historic heritage of the community.

(b) Architectural importance. The structure meets the criteria of architectural importance if it:

[1] Portrays the environment of a group of people in an era of history characterized by a distinctive architectural style; or

[2] Embodies those distinguishing characteristics of an architectural type; or

[3] Is the work of an architect, master builder or craftsman whose individual work has influenced the development of the Town; or

[4] Contains elements of architectural design, detail, materials, or craftsmanship which represent a significant innovation.

(c) Geographic importance. The structure meets the criteria of geographic importance if:

[1] The site is part of, or related to, a square, park, or other distinctive area; or

[2] The structure, as to its unique location or its physical characteristics, represents an established and familiar visual feature of the neighborhood, or the community as a whole.

§ 4 Procedure.

A. No permit for the demolition of any building or structure shall be issued other than in conformity with this Bylaw. The Inspector of Buildings, on the day of receipt of an application for demolition of a Significant Building or within seven days, shall cause a copy of each such permit application to be forwarded to the Montague Historical Commission. At such time, the applicant will be notified that their permit application has been submitted to the Montague Historical Commission. No demolition permit shall be issued at that time, unless the Inspector of Buildings deems the building is in need of emergency demolition and the emergency demolition provisions of this Bylaw have been met.

B. The Montague Historical Commission shall hold a public hearing within 45 days of receiving a copy of such application and shall give public notice thereof by publishing notice of the time, place, and purpose of the hearing in a local newspaper at least 14 days before said hearing. The Montague Historical Commission shall mail a copy of said notice to the applicant and shall, at least seven days prior to said hearing, notify the Selectboard, Town Administrator, Inspector of Buildings, Planning Department, Planning Board, Zoning Board of Appeals, and such other persons as the Montague Historical Commission shall deem entitled to notice. The applicant shall notify all abutting landowners as they appear on the most recent local tax list no later than seven days prior to said hearing.

C. If, after such hearing, the Montague Historical Commission determines that the demolition of the Significant Building would not be detrimental to the historical or architectural heritage or resources of the Town, the Montague Historical Commission shall so notify the Inspector of Buildings and Selectboard within seven days of such determination. Upon receipt of such notification, or after the expiration of 21 days from the date of the close of the public hearing, if he or she has not received notification from the Montague Historical Commission, the Inspector of Buildings may, subject to the requirements of the State Building Code and any other applicable laws, rules, or regulations, issue the demolition permit.

D. If, after such hearing, the Montague Historical Commission determines that the demolition of the Significant Building would be detrimental to the historical or architectural heritage or resources of the Town, such building shall be considered a

Preferably Preserved Significant Building. The Montague Historical Commission's determination remains in effect for one year from the date of decision. Upon a determination by the Montague Historical Commission that the Significant Building which is the subject of the application for a demolition permit is a Preferably Preserved Significant Building, the Montague Historical Commission shall, within seven days, so advise the applicant by registered mail, and the Inspector of Buildings, and no demolition permit may be issued until at least one year after the date of designation as a Preferably Preserved Significant Building. The applicant shall, upon notice of said designation, secure the building or site against vandalism, fire or other destruction and post a copy of said designation on the building in a place visible from the nearest public way. The applicant shall give reasonable access to the building or site to the Montague Historical Commission.

E. Notwithstanding the preceding section, the Inspector of Buildings may issue a demolition permit for a Preferably Preserved Significant Building at any time after receipt of written advice from the Montague Historical Commission to the effect that either:

(1) The Montague Historical Commission is satisfied that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate, or restore such building; or

(2) The Montague Historical Commission is satisfied that reasonable efforts have been made to identify a purchaser to preserve, rehabilitate or restore the subject building, and that such efforts have been unsuccessful.

§ 5 Emergency demolition.

Nothing in this Bylaw shall be construed to derogate in any way from the authority of the Inspector of Buildings derived from Massachusetts General Laws Chapter 143.

A. If a building poses an immediate threat to public health or safety due to its deteriorated condition, the owner of such building or structure may request issuance of an emergency demolition permit from the Inspector of Buildings.

B. Upon receipt of any application for an emergency demolition permit, the Inspector of Buildings shall within five days transmit a copy thereof to the Montague Historical Commission.

C. As soon as is practicable, but within 14 days after receipt of such an application, and regardless as to whether a copy of the emergency demolition permit has been transmitted to the Montague Historical Commission, the Inspector of Buildings shall

inspect the building with an inspection team consisting of the Inspector of Buildings, Fire Chief, Montague Historical Commission Chair, or the designees of said officials.

- D.** Within five days after inspection of the building and after consultation with other members of the inspection team, the Inspector of Buildings shall determine:
- (1)** Whether the condition of the building or structure represents a serious and imminent threat to public health and safety; and
 - (2)** Whether there is any reasonable alternative to the immediate demolition of the building which would protect public health and safety.
- E.** If the Inspector of Buildings finds 1) that the condition of the building or structure poses a serious and imminent threat to public health and safety, and 2) that there is no reasonable alternative to the immediate demolition of the building or structure which would protect public health and safety, then the Inspector of Buildings may issue an emergency demolition permit to the owner of the building.
- F.** If the Inspector of Buildings finds 1) that the condition of the building does not pose a serious and imminent threat to public health and safety, and/or 2) that there are reasonable alternatives to the immediate demolition of the building which would protect public health and safety, then the Inspector of Buildings may refuse to issue an emergency demolition permit to the owner of the building or structure.
- G.** Upon issuing an emergency demolition permit under the provisions of this section, the Inspector of Buildings shall submit a brief written report to the Montague Historical Commission describing the condition of the building and the basis for his/her decision to issue an emergency demolition permit. Nothing in this section shall be inconsistent with the procedure for the demolition and/or securing of buildings and structures established by G.L. c. 143, §§ 6 through 10.

§ 6 Enforcement and remedies.

The Inspector of Buildings is specifically authorized to institute any and all actions and proceedings, in law or equity, as he/she may deem necessary and appropriate to obtain compliance with the provisions of this Bylaw or to prevent a threatened violation thereof.

- A.** No permit for erection of a new structure on the site of an existing Preferably Preserved Significant Building may be issued prior to issuance of a permit for demolition of such existing building.
- B.** No permit for erection of a new building, paving of drives or for parking shall be issued for one year from the commencement of such work if a structure is demolished in violation of this Bylaw. The Commission may suspend this moratorium if it determines

that earlier reconstruction, restoration, or other remediation of any demolition in violation of this Bylaw better serves the intent and purpose of this Bylaw.

- C.** Any owner of a building and/or structure subject to this Bylaw who knowingly acts to demolish said building and/or structure, or damage a portion of a building or structure in a way which increases its likelihood of total failure, without first obtaining a building permit for demolition in accordance with the provisions of this Bylaw, or who likewise by some causative action contributes to the deterioration of said building or structure during the demolition review period, shall be in violation of this Bylaw and subject to enforcement by a noncriminal complaint pursuant to the provisions of G.L. c. 40, § 21D, as amended.
- D.** Notwithstanding the provisions of Article 30 of the Town of Montague Bylaws, the fine for any such violation shall be \$300 for each offense. Each day the violation exists shall constitute a separate offense until the demolished building is rebuilt or recreated as directed by the Montague Historical Commission, or unless otherwise agreed to by the Montague Historical Commission.

§ 7 Historic Districts Act.

If any provision of this Bylaw conflicts with Massachusetts General Laws Chapter 40C, the Historic District Act, that Act shall prevail.

(Historical Commission Request)

ARTICLE 34:

FAIR SHARE AMENDMENT-MONTAGUE RESOLUTION OF SUPPORT

WHEREAS, Massachusetts needed new investments in our transportation and public education systems even before the COVID-19 pandemic, and those investments are needed more than ever to lift our economy into an equitable and long-lasting recovery;

WHEREAS, the best way to help working families and rebuild a strong economy for us all is to make sure that we have quality public schools for our children, affordable public higher education, and a reliable transportation system; and

WHEREAS, Montague has numerous structurally deficient bridges and overdue road repair and replacement projects; and

WHEREAS, students need a well-rounded education and major investments in public education are needed to help students recover academically, socially, and emotionally from the COVID-19 pandemic; and

WHEREAS, tuitions and fees at our public colleges are among the highest in the country, forcing students to take on enormous debt just to receive a degree; and

WHEREAS, new state revenue is necessary to rebuild crumbling roads and bridges, improve our public schools from Pre-K through college, expand access to vocational and technical training invest in reliable and decarbonized public transportation, make public higher education affordable again, and expand opportunities for healthy walking and bicycling; and

WHEREAS, wealth Massachusetts residents saw their investments grow during the pandemic while working families struggled, and Massachusetts' wealthiest residents should pay their fair share to support our communities and grow our economy; and

WHEREAS, the Legislature's Constitutional Convention voted 159-41 to place the Fair Share Amendment on the November 2022 statewide ballot;

THEREFORE, let it be resolved that the Montague Town Meeting Supports the proposed Fair Share Amendment that would create an additional tax of four percentage points on annual income above one million dollars and dedicate the funds raised by this tax to quality public education, affordable public colleges and universities, and for the repair and maintenance of roads, bridges, and public transportation.

(Petitioned Article)

And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this 11th day of April in the Year of Our Lord Two Thousand and Twenty-Two.

Matthew Lord

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA April ____, 2022

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

Constable of Montague

UNITY PARK BASKETBALL COURT AND WALKWAY SEALING AND REPAINTING PROJECT PROJECT CONTRACT

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and East Coast Sealcoating, Inc., with an address of 766 Adams Street, Abington, MA 02351, hereinafter referred to as "Contractor", effective as of the 1st day of April, 2022. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for the **Unity Park Basketball Court and Walkway Sealing and Repainting Project** to, including the entire scope of services and response to bidders' questions as set forth in Attachment A, inclusive of Bid Alternates 1 and 2.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing **April 2, 2022** through **June 6, 2022**.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$17,500**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify

that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
<u>General Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence \$2,000,000 per occurrence
<u>Automobile Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability (or combined single limit)	\$ 500,000 per occurrence \$1,000,000 per occurrence
<u>Workers' Compensation Insurance</u>	
Coverage for all employees in accordance with Massachusetts General Laws	

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-2772428
Social Security Number or
Federal Identification Number

EAST COAST SEAL COATING INC.
Signature of Individual or
Corporate Name

By: Harry Conover
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By EAST COAST SEAL COATING by its Selectboard
Harry Conover

HARRY CONOVER, President
Printed Name and Title

Approved as to Availability of Funds:

Town Accountant (\$ _____)
Contract Sum

**TOWN OF MONTAGUE
PARKS & RECREATION DEPARTMENT**

Village of Turners Falls, MA

REQUEST FOR QUOTES

***UNITY PARK BASKETBALL COURT
&
PLAYGROUND WALKWAY PROJECT***



Bids Due at 1pm Wednesday, March 23, 2022

Bid Conference Wednesday, March 16 at 9am

Project Manager

Jon Dobosz

56 First Street

Turners Falls, MA 01376

(413) 863-3216

recdir@montague-ma.gov

NOTICE OF REQUEST FOR QUOTES

RFQ-FY22-01

The Town of Montague is accepting Quotes for the sealing and re-painting of the outdoor basketball court and playground walkways at Unity Park in Turners Falls, MA.

Quotes shall be submitted in a sealed envelope clearly labeled "Unity Park Project" and be delivered to the Selectboard Office, Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376. This RFQ is offered per M.G.L. c. 30, § 39M and work is subject to Prevailing Wage Requirements.

Sealed quotes must be received by Wednesday, March 23, 2022 @ 1:00 PM, at which time all bid packages will be opened and read at the Town Hall Annex Meeting Room at the same address listed above. No exceptions or allowances will be made for late submittals.

A bidders' conference will be held on Wednesday, March 16, 2022 at 9:00 AM at Unity Park, 56 First St., Turners Falls, MA 01376. Attendance is not mandatory, but is strongly encouraged.

The RFQ is available at <https://www.montague-ma.gov/BIDS>. Registration is required. Once registered, any addenda or notifications will automatically be sent to the email address of registrants on record. **Written questions can be submitted to the Project Manager, Jon Dobosz, at recdir@montague-ma.gov until Friday, March 18, 2022 at 1:00 PM.**

Qualified proposers who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified proposers are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at <http://www.mass.gov/sdo>.

The Town of Montague reserves the right to accept or reject any or all proposals in total or in part as they may deem in the public's best interest.

By: Steven Ellis, Chief Procurement Officer

March 9, 2022

The Town of Montague does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities

UNITY PARK BASKETBALL COURT/PLAYGROUND WALKWAY PROJECT

Introduction

The Unity Park Basketball Court and Playground Walkway Project is located at 56 First Street in Turners Falls, MA. The park is a highly trafficked area and source of pride to the community. The winning proposer will be responsible for performing all tasks to specification, in accordance with state and local laws and regulations, including but not limited to M.G.L. c. 30, § 39M. Work is subject to Prevailing Wage Requirements.

The Town will award the project to the lowest bidder that is found to be responsible and qualified. The Town reserves the right to award or not award a contract as it determines is within its own best interest.

A. Scope of Services

The objective of this project is to re-paint the outdoor basketball court and playground walkways at Unity Park with products of the best quality that are suitable to actively used recreational spaces, so as to ensure the enduring beauty of the finished project. While specific brands and products are not specified here-in, bidders will be required to use products labeled and warranted for the described use. Basic standards that the bidder agrees to adhere to include:

Surface preparation: Pavement surface must be cleaned entirely of dust, dirt, debris, and any and all vegetation, as well as any loose pavement or deteriorated crack sealant. Surface preparation protocol must meet any and all additional standards described as necessary for use of the intended crack sealing and/or paint products used in the project.

Crack filling: Paintable acrylic crack patch/filler that is suitable to the depth and width of any observed cracks. This may include poured or troweled products, as specified and appropriate. Filler used should be color appropriate relative to final painted surface. Filler is only to be applied when surface and weather conditions are consistent with manufacturer's recommendations.

Painting: Project requires use of 100% acrylic emulsion coating designed for sport and recreational pavement surfaces, fortified with sand for slip resistance and durability. Application with a soft rubber squeegee or other manufacturer approved device. Temperatures must be above 50 degrees both during application and for a period of 24 hours after application.

A minimum of two complete coats required to be applied in accordance with manufacturer specifications. First coat must be allowed to dry thoroughly before applying second coat. Paint coverage must be complete with no voids or thin areas in coverage.

It is the bidder's obligation to affirm all specifications as represented above prior to submitting a bid. **A Bidders' Conference and tour of the project area will be held on March 16, 2022 at 9:00 AM** at Unity Park, Turners Falls, MA. Meeting will begin at the Unity Park Fieldhouse. The site briefing is not mandatory, but attendance is strongly encouraged. Unity Park is a public space and is generally accessible to the public except when programs may occupy an area.

UNITY PARK BASKETBALL COURT/PLAYGROUND WALKWAY PROJECT

Base Bid: Basketball Court

Approximate size, 95'x'60 (5,700 sq. ft.). Crack repair needs are minimal and estimated to be up to 50' in total. In total, three colors will be used. This includes one color to be applied to the periphery/key/center circle, and another for the remaining portion of the court as illustrated below in Image 1. New white striping will also be included. Color choice is to be determined by the Project Manager after award, in consultation with the winning bidder.

Image 1



Bid Alternate 1: Playground Walkways

Work will include four separate walkways in the playground area (which include: 38'x5', 20'x5', 62'x5', 38'x5'; equaling 790 sq. ft.), in addition to a bituminous periphery surrounding the water spray area shown in image 2 that is approximately 1,000 sq. ft., making the total playground work area approximately 1,800 sq. ft. Crack repair seems to be minimal, and is estimated to be up to 50' in total. Only one color will be used, not two as in the current design. Color choice is to be determined by the Project Manager after award in consultation with the winning bidder.

Image 2



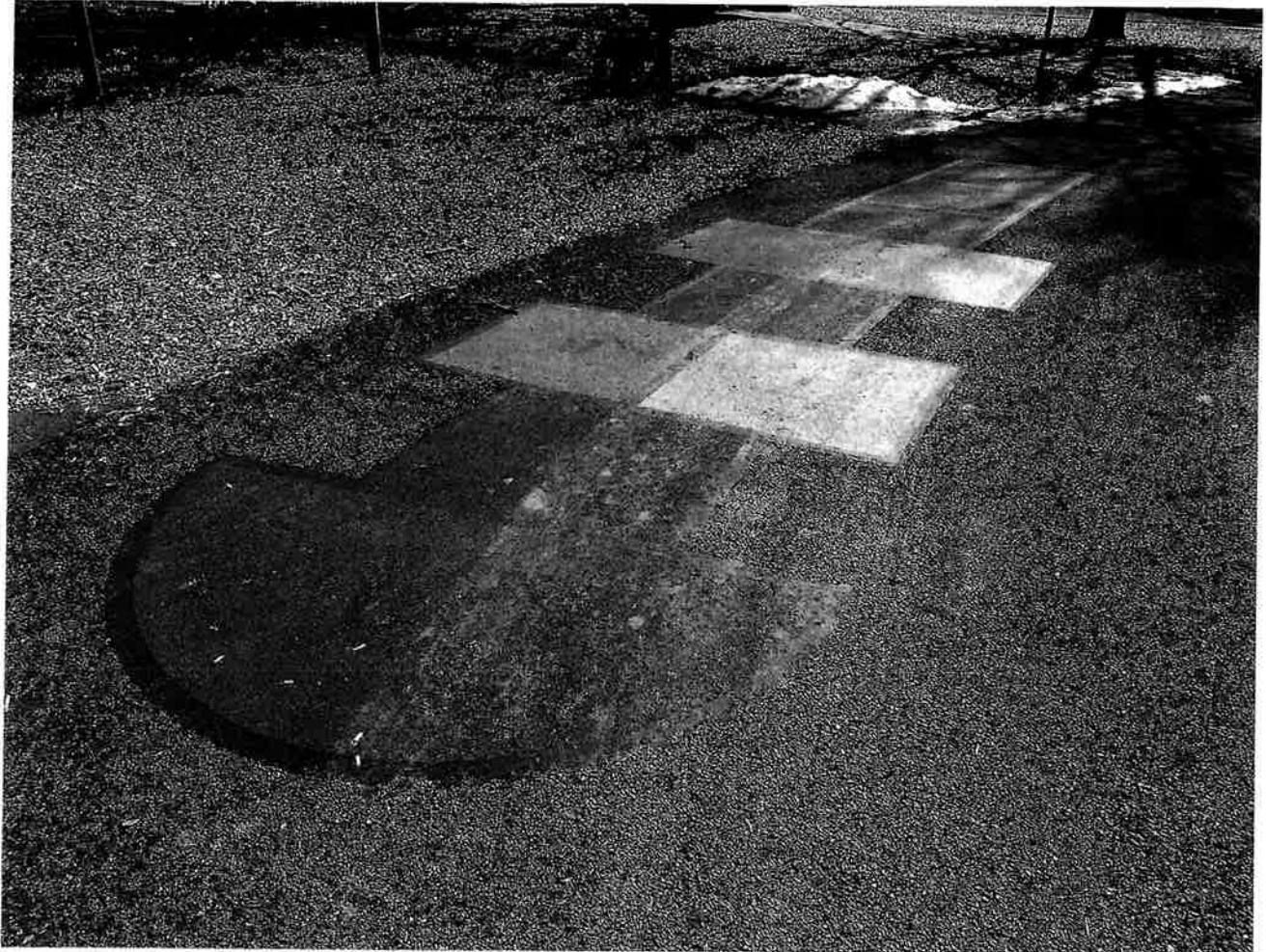
UNITY PARK BASKETBALL COURT/PLAYGROUND WALKWAY PROJECT

Bid Alternate 2: Hop Scotch Areas (2): Work includes approximately 320 sq. ft. and crack repair is estimated at 5' in total. We ask for similar colors for each box to be used; green, light blue, dark blue, brown, red, purple, gray and yellow. Number stenciling and line color will be black. See Image 3 for reference to original condition and Image 4 for present condition.

Image 3



Image 4



UNITY PARK BASKETBALL COURT/PLAYGROUND WALKWAY PROJECT

B. Proposal Submission Requirements

The completed bid package shall be submitted to the Montague Selectboard Office in a sealed envelope clearly labeled "Unity Park Project" by Wednesday, March 23, 2022 at 1:00 PM. In the event the Selectboard Office is not open, bids may be delivered to the Town Clerk. **These offices are located in Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376.** Submittals cannot be accepted after deadline. By submitting a bid, the proposer agrees to perform the work in a timely fashion and to meet or exceed the scope and quality standards described in this RFQ.

The complete bid package must include completed and signed (where applicable):

- Price Quote Form (Do Not Substitute your own form)
- Reference Form
- Certification of Tax Compliance
- Certification of Non-Collusion

The Town will award the project to the lowest bidder that is found to be responsible and qualified. The Town reserves the right to award or not award a contract as it determines is within its own best interest. The Town of Montague is Affirmative Action/Equal Opportunity Employers and encourages submittals from qualified minority and women owned businesses.

C. Insurance Requirements

The winning bidder shall obtain, and maintain in full force and effect during the term of this Agreement, insurance coverage from companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of a project contract.

UNITY PARK BASKETBALL COURT/PLAYGROUND WALKWAY PROJECT

D. Key Dates

Following is an anticipated timeline for the project, including dates related to the RFQ process and project implementation. Dates subject to revision but articulate the client's needs.

Bidder's Conference	March 16, 2022 at 9am
Deadline for written questions	March 18, 2022 at 1pm
Deadline for Proposal Submission	March 23, 2022 at 1pm
NOA and Contract Signing	April 4, 2022
Mobilize and execute project	April 11-29, 2022

Work is not expected to be performed when conditions are not suitable for sealing and painting. Work must be completed prior to summer camp season commences on June 6th.

UNITY PARK BASKETBALL COURT & PLAYGROUND WALKWAY

PAINTING PROJECT

BIDDERS QUESTIONS

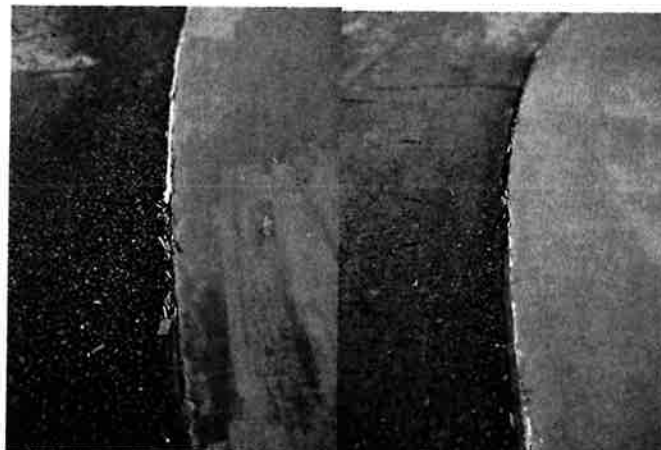
1. **Question #1:** Is sealing the space between the asphalt and the basketball posts part of the project?

Answer: Yes



2. **Question #2:** Is sealing between the asphalt on the playground between the walkway and water feature part of the project?

Answer: Yes





Policy Number:

Date Entered: 04/04/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2022

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 John R. Mulcahy Insurance Agency, Inc. 800 Hingham Street Suite 2 North Rockland, MA 02370	CONTACT NAME:		
	PHONE (A/C, No. Ext): () -	FAX (A/C, No): () -	
	E-MAIL ADDRESS: john@mulcahyinsurance.net		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED East Coast Sealcoating, Inc. 766 Adams Street P.O. Box 455 Abington, MA 02351	INSURER A:	Western World Insurance Co	
	INSURER B:	Hartford Insurance Co	
	INSURER C:	Safety Insurance Co	
	INSURER D:		
	INSURER E:		
	INSURER F:		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NPP1404193	08/05/2021	08/05/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6249946	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	02 WEKTK 480	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Town of Montague MA is listed as additional insured

CERTIFICATE HOLDER Town of Montague 56 First Street Utility Feildhouse Turners Falls MA 01376 Attn: John Dobosz - Director of Parks & Recreation	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 

**TOWN MONTAGUE
AGREEMENT FOR CONSTRUCTION PROJECT UNDER C 149**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and **Jamrog HVAC, Inc.**, with an address of **194 Millers Falls Rd., Turners Falls, MA 01376**, hereinafter referred to as "Contractor", effective as of the **11th day of April, 2022**. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for the **Montague Center Library HVAC Project**, including the scope of services set forth in Attachment A and as presented in the project bid documents.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing **April 12, 2022 through May 30, 2022**.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$17,950**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**Incorporation of Applicable Provisions of the
Massachusetts General Laws**

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

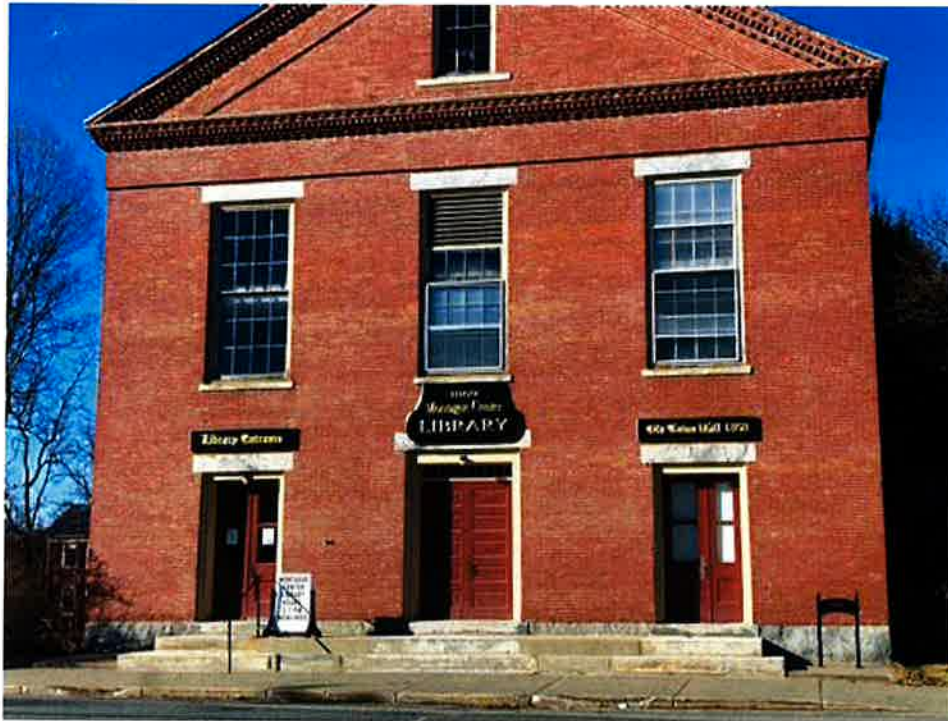
by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

_____ (\$ _____)
Town Accountant Contract Sum

Request for Quotes
FY22-06 Montague Center Library HVAC
17 Center Street, Montague, MA 01351



Issued March 16, 2022



Mandatory Bid Conference:

Tuesday, March 22, 2022 at 9am

Questions Due:

Friday, March 25, 2022 at 1pm

Sealed Bids Due:

Friday, April 1, 2022 at 1pm

Request for Quotes: Montague Center Library HVAC

Request for Quotes

Montague Center Library HVAC Project

Town of Montague, MA

In accordance with M.G.L. Chapter 149, the Town of Montague will receive Sealed Bids until 1:00PM on Friday, April 1, 2022 for and HVAC project at the Montague Center Library at 17 Center Street, Montague MA 01351. All bids must be submitted in printed hard copy and include all required forms.

Construction labor associated with this bid is subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive. OSHA 10 safety training is also required to certify that "all employees to be employed at the worksite" have successfully completed a 10-hour course in construction safety approved by the United States Occupational Safety and Health Administration (OSHA), referred to as the OSHA 10 course.

A copy of the RFQ may be obtained at <https://www.montague-ma.gov/BIDS>. Registration is required to ensure interested contractors receive all updates relative to the project bid.

The contract will be awarded to the responsible contractor offering to perform the work to specifications for the lowest bid price. Contractors must respond to all RFQ requirements, explicit and implied, and demonstrate suitable experience and satisfactory references. The Town of Montague reserves the right to reject any or all bids as is determined to be in the best interests of the Town.

Key dates:

<u>Mandatory Bid Conference:</u>	Tuesday, March 22, 2022 at 9am
Questions Due:	Friday, March 25, 2022 at 1pm
Sealed Bids Due:	Friday, April 1, 2022 at 1pm

Bid must be delivered: Montague Center Library HVAC Bid
C/O Caitlin Kelley
Carnegie Library
201 Avenue A, Turners Falls MA 01376

Project Contact: Caitlin Kelley

librarydirector@montague-ma.gov
413 863-3214

The Town of Montague is an Equal Opportunity Employer and does not discriminate on the basis of age, gender, race, or disability. SOMWBA certified vendors are encouraged to apply.

Request for Quotes: Montague Center Library HVAC

SECTION A: PROJECT LOCATION AND OVERVIEW

The Montague Center Library is located on 17 Center Street. The 1869 structure was initially constructed as the town hall, but became a library soon after. The building was previously heated by two now-decommissioned furnaces, located in the attic. Heating on the first floor is provided by forced hot air generated by a single oil-fired hot air furnace, manufactured by Airco, which is located in the basement. There are two above ground tanks which provide fuel oil for the furnace, though one is no longer in use. An ERV installed in 2021 provides air exchange. The furnace vents horizontally to the exterior wall on the north elevation and is equipped with a power assisted vent fan. Hot air is ducted from the furnace to floor registers in the first floor above. Much of the ductwork serving that system is corroded and in need of replacement. The property does not have a building management system. Temperature control is provided by local thermostats.

To augment the existing HVAC system, two ductless split air conditioners/heat pump systems will be installed on the first floor of the library. Ductwork between the existing furnace and ERV will be modified as shown in the project sketches and the existing ductwork sealed. WiFi thermostats will be installed to control the new ductless splits and the existing hot air furnace at individual setpoints, and provide remote access and cloud-based trending. Additionally, temperature sensing and monitoring will be added to the basement to serve as a low limit for furnace operation.

SECTION B: PROJECT SPECIFICATIONS

It is the bidder's responsibility to independently verify all relevant existing conditions in the field prior to bidding on the work. The winning bidder is responsible for securing all required building permits. However, the fee for building permits will be waived.

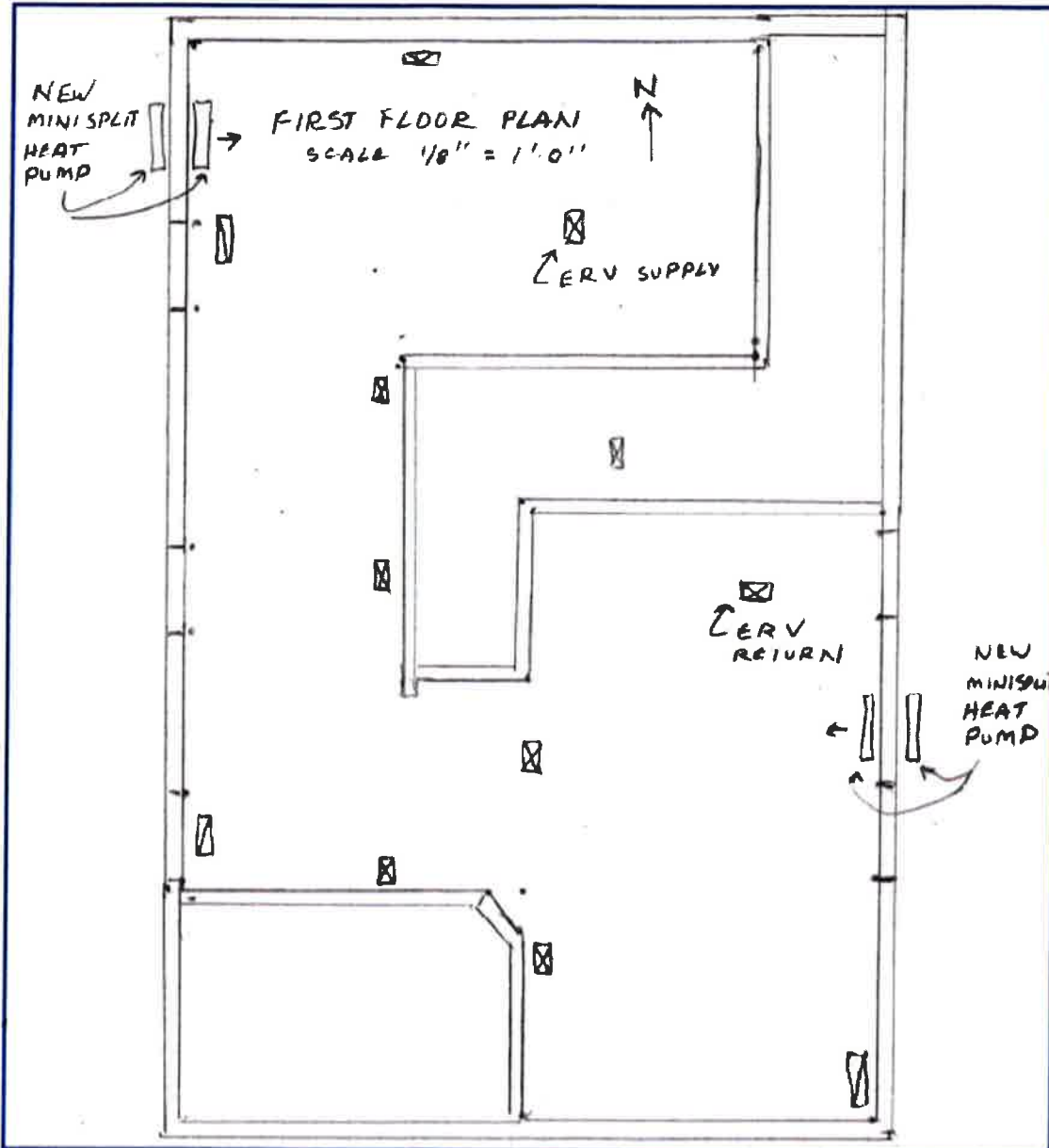
1. HVAC

1. Install two ductless split air conditioners/heat pump systems serving first floor of library, 24,000 BTU/hr. nominal capacity, equal to Daikin FTX24UVJU indoor and RXL24UMVJU outdoor units. Locate approx. as shown on plans, coordinate exact location with owner.
2. Provide all accessories required for wall mounting indoor and outdoor units, snow and weather protection and controls for heating to minus 17F ambient.
3. Provide new individual electric breakers per unit with any new subpanels, disconnects, or wiring required by code.
4. Install new ductwork from the existing heat recovery ventilator to existing hot air ductwork serving the first floor as shown on the plans. Provide low leakage manual dampers as shown equal to Greenheck VCDR 53 with manual quadrant. Dampers will allow ventilation air supply and return as existing from existing hot air system in winter, and will allow bypassing existing hot air system in summer.
5. Install new ductwork uninsulated according to SMACNA low pressure standards, and seal all existing ductwork joints.
6. Seal all new and existing furnace and ERV duct work
7. Install a timeclock on the ERV.
8. Install wifi thermostats to control the new ductless splits and the existing hot air furnace at individual setpoints, and provide remote access and cloud-based trending, equal to Ecobee. Add temperature sensing and monitoring to the basement to serve as a low limit for furnace operation.
9. Add 7 day time clock to control existing heat recovery ventilator.
10. Start & test system operation.
11. Installation to be performed in accordance with the project sketches as provided below and following all manufacturer's recommended installation practices.

Project Sketches



SHEET NO. 1 OF 3
PREPARED BY JB DATE 1/26/2022
CHECKED BY JASON BORDANK DATE 1/26/2022
SCALE 1/8" = 1'-0" APPROX.

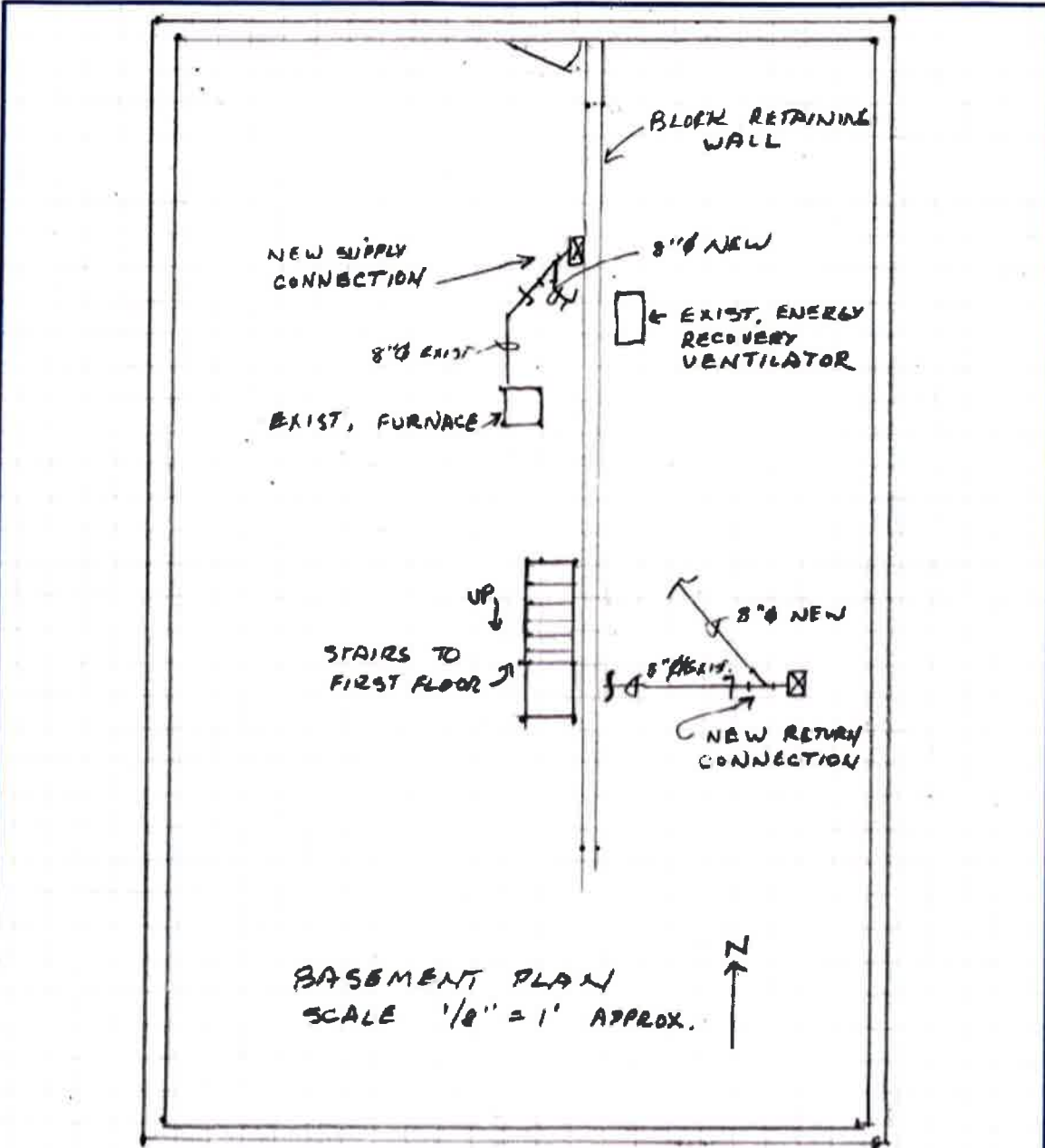


Request for Quotes: Montague Center Library HVAC

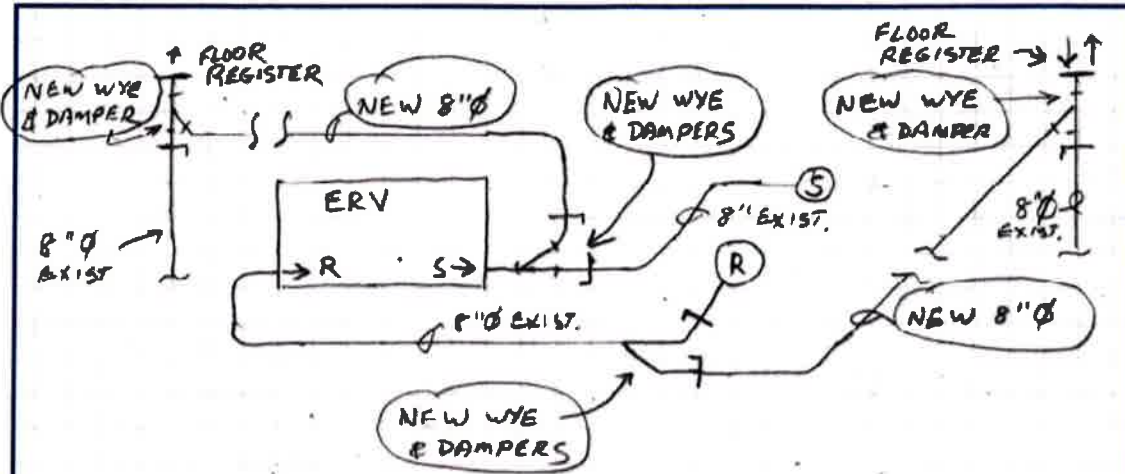


ALERTON Authorized Dealer

JOB MONTAGUE CENTER LIBRARY
SHEET NO. 2 OF 3
PREPARED BY JB DATE 1/26/2022
CHECKED BY JASON BURBANK DATE 1/26/2022
SCALE 1/8" = 1'-0" APPROX.



Request for Quotes: Montague Center Library HVAC



DUCT SCHEMATIC - NEW 8"Ø CONNECTIONS FROM EXISTING ENERGY RECOVERY VENTILATOR DUCTS TO EXISTING HOT AIR DUCTWORK, CONNECT TO EXISTING WITH 45° WYES, SEE PLAN VIEW FOR LOCATIONS.

Ⓢ EXISTING HOT AIR SUPPLY

Ⓡ EXISTING HOT AIR RETURN

⌈⌋ MANUAL CONTROL DAMPER

ERV : ENERGY RECOVERY VENTILATOR (EXIST.)

SECTION C: CONTRACTOR REQUIREMENTS

- All work is to be coordinated with the Project Engineer, Public Library Director, Montague Highway Department, and Building Inspector. Work will avoid the limited public visiting hours of the Montague Center Library.
- Contractor quotes should include all required electrical and other trade work for a complete and finished working system.
- The library director will be provided startup information and training in equipment operation and maintenance.
- All work is to be done by a Massachusetts licensed general contractor, certified, and skilled in the work proposed.
- The contractor is responsible for obtaining any permits required to complete this project. Permits issued by the Town will be issued at no cost for this project.
- Contractor must provide OSHA 10 training certifications verifying that employees to be employed at the worksite have completed an approved United States Occupational Safety and Health Administration training in a construction safety and health course. This certification must accompany the certified payroll submittal.
- The prevailing wage requirements of Massachusetts General Laws, Chapter 149, are applicable to this RFP. Wage rates, as determined by the Massachusetts Division of Occupational Safety, and are attached. The contractor agrees that the rate per hour and wages paid to employees used in the performance of this project shall not be less than the minimum rates of wages as determined in accordance with Massachusetts General Law Chapter 149 as may be amended.
- Qualified bidders who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified bidders are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at <https://www.mass.gov/supplier-diversity-office>.

SECTION D: GENERAL INSTRUCTIONS and CONTRACT TERMS

1. Sealed Bids should be marked “**Montague Center Library HVAC**” and will be received by the Library Director until 1pm on Friday, April 1, 2022. Emailed bids will not be accepted. Mailed or hand delivered bids should be delivered to Carnegie Library, 201 Avenue A, Turners Falls MA 01376. Attn: Caitlin Kelley. Bids received after the deadline will not be accepted. Bids must be signed by an authorized representative of the bidder organization.
2. The bid will be awarded to the responsible and responsive contractor based upon price, past performance and reliability of the contractor, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid.
3. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the Chief Procurement Officer. Conditional Bids will not be accepted.
4. An electronic copy of the RFQ may be obtained at <https://www.montague-ma.gov/BIDS>. Registration is required to ensure all interested contractors receive updates, including any notices and addenda. Non-registrants may not receive such notices or addenda.
5. The contractor will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, and local codes (including current building and fire codes). Building permit fees will be waived by the Town.
6. As the Town is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices bid herein are not to include these taxes. Tax exempt forms will be provided to the contractor upon request.
7. Prevailing Wage rates set at the Massachusetts Department of Labor and Industries apply. These rates are included as Appendix D. Certified Payroll shall be submitted weekly to Steve Ellis, Town Administrator, Town of Montague, 1 Avenue A, Turners Falls, MA 01376.
8. A bidder will be held to the terms and the prices submitted for the duration of the contract period if a contract is signed by both parties within 45 days from bid opening.
9. Contract execution will be conditioned upon producing an insurance certificate as required in the RFQ, as well as a 50% Payment Bond if the bid is \$25,000 or more.
10. A contract substantially in accord with the Sample Contract found in this bid package will be required to be signed by the Contractor and the Montague Selectboard. Submitting a bid denotes acceptance of these terms and conditions. Any terms or conditions that cannot be met by the bidder must be brought to the Town’s attention in a Written Question before the deadline for written questions. If the matter can be resolved in an

Addendum, one will be issued so that all Bidders are notified of any exceptions allowed.

11. By responding to this bid, the contractor certifies that materials and workmanship shall be warranted for 1 year from date of project completion.
12. The Contractor must submit with their response a list of **at least three (3)** projects which they have successfully completed, giving the name and address of the projects so that they may be investigated prior to the award of the contract. Public projects and projects completed in a professional workplace are preferred. A contact person with **CURRENT PHONE NUMBER** must be provided for each reference (see form).

13. **INSURANCE REQUIREMENTS**

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the **TOWN OF MONTAGUE** and before commencement of work hereunder the Contractor agrees to furnish the TOWN certificates of insurance or other evidence satisfactory to the TOWN to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry and furnish proof of the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000

The Town of MONTAGUE shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.



April 1, 2022

Montague Center Library HVAC Bid
c/o Caitlin Kelley
Carnegie Library
201 Avenue A
Turners Falls, MA

Re: Montague Center Library HVAC BID

We appreciate the opportunity of providing you with a bid for the Montague Center Library HVAC project

Equipment: Daikin Ductless Heat Pump Mini-Splits (as spec'd)
Associated materials

Scope: Install all HVAC as spec'd in project bid documents

In addition, we will install automated tight close dampers to provide easy control by the operation of a summer/winter switch. All dampers will open and/or close simultaneously, with no need to go to each damper individually to open or close. This will make the operation easier for the employees.

Bid: \$17,950.00

Rebates: MassSave recently rolled out their commercial heat pump rebate program. We believe your project is eligible. We will apply for the rebate(s) on your behalf after the install has been completed & your invoice has been paid in full. A recent copy of the library electric bill is required to be submitted as MassSave requires this document for their rebate application.

Payment

Terms: Invoiced out upon project completion & start up per contract

Electrical: Is included and will be provided by Wyman Electrical

Calibration: We will adjust the unit(s) as needed to bring to correct operating specification.

Jamrog HVAC Inc
194 Millers Falls Rd Turners Fall, MA 01376
ph. 413-548-9024
www.jamroghvac.com



Notes: We are an approved Statewide Contractor: TRD01 – Vendor ID 00027073

Prevailing wage rate(s) included

Due to material price changes beyond our control, the above price is valid for 15 (fifteen) days

Enclosures: See attached – as required per bid

Terms & Conditions:

All labor and materials are guaranteed for a period of one year with all applicable manufacturer's warranties in force from the date of installation. All work to be completed in a workman like manner according to standard practices. Any alteration, deviation or unforeseen circumstances from the above specifications involving extra costs will be executed only upon written orders and will become extra charge over and above the estimate as we may agree. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by workman's compensation and liability insurance. Jamrog HVAC is not responsible for any changes to rebate and/or promotional programs that may occur.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment terms are outlined above.

Date of Acceptance: _____

Customer Signature: _____

Jamrog HVAC Inc
194 Millers Falls Rd Turners Fall, MA 01376
ph. 413-548-9024
www.jamroghvac.com

Jamrog HVAC, Inc
Bidder's Company Name

Bid Form
Request for Quotes
Montague Center Library HVAC Project

To the Town of Montague, Massachusetts, (hereinafter called the "Owner") acting through its Selectboard, duly authorized therefore, who act solely for said Town and without personal liability to themselves.

The undersigned Nicole Zabko, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the Request for Quotes and the Specifications (and amendments thereto); and s/he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have ten (10) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications for Lump Sum Work, but involved in carrying out their intent will be performed the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications and that they are licensed to perform the services in the Commonwealth of Massachusetts and that workmanship is warranted for at least one year.

The Bidder will take in full payment, therefore, the following price, to wit:

Total Lump Sum Bid Amount \$ 17,950.00

In words: Seventeen Thousand Nine Hundred Fifty-Zero Cents
Any Payment Bond required will be based on this lump sum bid amount.

Bid Form: Montague Center Library HVAC Project, Page 2

Acknowledge you received any Addenda to the RFQ by initialing below:

#1 N/A #2 N/A #3 N/A

Authorized Signature

Nicole Zabko

Printed Name

Nicole Zabko

Title

President

Company Name

Jamrog HVAC, Inc

Company Address

194 Millers Falls Rd. Ste 2 Turners Falls, MA 01376

Phone

413-548-9024

Email

nicole@jamroghvac.com

Date

3-31-22

IF ANY SUBCONTRACTORS ARE TO BE UTILIZED IN THE WORK. INCLUDE LICENSURE INFORMATION AND QUALIFICATIONS.

SubContractor - Thomas Wyman Electrical

Master Electrician

License #15802

(Town of Montague Electrician)

Allocation of Recoveries from Statewide Opioid Settlements

April 6, 2022

As many of you are aware, a settlement has been reached in the national opioid litigation involving the big three distributors and Johnson & Johnson, pursuant to which Massachusetts will receive approximately \$500 million. An allocation agreement reached with the Attorney General through which Massachusetts municipalities will receive 40% of the settlement proceeds. The remaining 60% will be placed in a statewide Opioid Recovery and Remediation Fund to be administered by the Attorney General.

In order to benefit from this settlement and receive the increased allocation of municipal settlement proceeds, each municipality must execute and submit to the Attorney General a State Subdivision Agreement. The form for submittal is attached, and may also be found [here](#). Completed and executed forms should be submitted to MAOpioidSettlements@mass.gov.

We hope this information is helpful, and we encourage municipalities to submit their State Subdivision Agreement as soon as possible to be eligible for increased allocation funds. Additional information is available on the Attorney General's website [here](#).

Please contact [Mark Reich](#) or [Lauren Goldberg](#) with any further questions.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

16E



Gill-Montague Regional School District

35 Crocker Avenue
Turners Falls, MA 01376
tel 413-863-9324
fax 413-863-4560

March 25, 2022

Steven Ellis and Richard Kuklewicz
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Ellis and Mr. Kuklewicz:

Please be advised that on April 12, 2022 the Gill-Montague Regional School Committee will hold a meeting at which the chief executive officers or chairmen of boards of selectmen from the member towns shall elect one of their number to represent them in collective bargaining pursuant to M.G.L. c. 150E, § 1.

Sincerely,

A handwritten signature in cursive script that reads "Brian Beck".

Brian Beck
Superintendent of Schools