

**MONTAGUE SELECTBOARD MEETING**  
**Town Hall, 1 Avenue A, Turners Falls, MA 01376**  
**Monday, October 3, 2022**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/86898752465>

**Meeting ID:** 868 9875 2465    **Password:** 021194    **Dial into meeting:** **+1 646 558 8656**

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

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30 PM    Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30        Approve minutes of September 19 and 26, 2022
3. 6:31        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. 6:33        Sewer Commissioners:  
Chelsey Little, Superintendent, Clean Water Facility
  - Authorize Superintendent to Execute Wright-Pierce task order for Emergency Power Generator Replacement Design Build Project, not to exceed \$43,000
  - Authorize Superintendent to Execute Wright-Pierce task order for CWF Screw Pumps Replacement Project: USDA-RD Funding Assistance and Preliminary Engineering Report (PER) Development Water and Waste Disposal Loan & Grant Program
  - Authorize the use of \$10,000 in ARPA funds for the development of USDA-RD PER
  - EPA NPDES Permit Renewal Update (discussion)
  - Capital Planning Request for Feb STM: Replacement of 2009 Truck (discussion)
5. 7:00        Personnel Board
  - Appoint Jillian Henry, Substitute Library Assistant, Effective 10/4/2022
6. 7:05        Lew Collins, Between the Uprights Sports Bar, 23 Avenue A, Turners Falls
  - Execute 2022 License to Use Real Property Café License, 23 – 29 Avenue A, Turners Falls
  - Use of Public Property, and One day Special License:
    - Great Falls Festival Celebration, October 22, 2022, 9:00 AM to 1:00 AM
7. 7:15        Cindy Spellman, Life Path
  - Homeshare Program
8. 7:25        Walter Ramsey, Assistant Town Administrator
  - Consider Downtown Recovery ARPA proposal

**MONTAGUE SELECTBOARD**  
**1 Avenue A and via ZOOM**  
**Monday, October 3, 2022**  
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9. 7:35 Town Administrator's Business
- Update regarding 2022 Johnson & Johnson Opioid Abatement
  - Pavement Management Study Update
  - Commencement of Comcast Renewal Process
  - Topics not anticipated in the 48 hour posting
10. 7:45 Executive Session in accordance with G.L. c. 30A, §21(a)(6), to consider the possible purchase, exchange, taking, lease or value of real property - First Light Power, votes may be taken

**Other**

- Next Selectboard Meeting:
  - Tuesday, October 4, 2022
  - Monday, October 17, 2022

September 28, 2022  
WP Project No. T17040

Ms. Chelsey Little, Superintendent  
Town of Montague Clean Water Facility  
34 Greenfield Road  
Montague, MA 01351-9522

**SUBJECT: Town of Montague CWF Emergency Power Generator Replacement Design Build Project**

Dear Chelsey,

The Town of Montague Clean Water Facility's (CWF's) Emergency Power Generator located in the Generator Room of the Administration Building is original to the CWF. The generator is past its useful life, and CWF staff desire to replace it. The Town of Montague recently secured \$230,000 in funding from two different sources. One of the sources requires funding (\$100,000) to be utilized by June 30<sup>th</sup>, 2023. The Town of Montague CWF desires to go out to bid in early 2023 to procure a Contractor that would supply and install a new emergency power generator with integral "belly" fuel tank. As requested, we have developed this proposal to assist the Town of Montague CWF in implementing this design build project.

### **Project Understanding**

The Project will include the installation of a permanent diesel powered emergency power generator with integral fuel tank outside of the Administration Building and automatic transfer switch (estimated to be 500 kW capacity or less). The ATS will be mounted either indoors or outdoors and interface to the existing service wiring main disconnects within the Administration Building. The generator will be inside a weatherproof, sound-attenuated enclosure and will be mounted on a concrete pad placed at finish grade. Per Mass DEP the generator exhaust stack must be 20' away from any building air intakes and per NFPA the diesel tank must be a minimum of 5 ft away from the building. It is our understanding the Town of Montague will separately remove and dispose of the existing generator and associated appurtenances inside the Generator Room in the Administration Building. We also understand that the Town of Montague will perform most of the site work required for the project including trenching and pavement restoration.

### **Proposed Scope of Work**

Our proposed scope and fee is as follows.

#### **Task 1 – Site Evaluation, Kick-Off Meeting, and Sizing of Generator**

Task 1 will include the following scope:

1. Conduct one on-site evaluation with a process and electrical engineer to review existing equipment and evaluate up to two proposed locations for the new generator.

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Ms. Chelsey Little

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- a. The two proposed locations may include 1) behind the Administration Building closer to the Connecticut River and outside of the Break Room / Kitchen and 2) adjacent to the parking lot turnaround across the driveway from the existing Transformer.
2. Conduct an onsite kick-off meeting during the site visit to review design criteria and operational loads, (including how many hours of fuel storage will be required). Meeting minutes will be prepared and distributed by Wright-Pierce.
3. Obtain and review available existing and future generator loading requirements by workshopping with the Town CWF staff.
4. Perform calculations to size the new generator, automatic transfer switch (ATS), and conduit / wire systems to interface to the two main service breakers. Develop a memo with appendix of loading requirements to document the sizing of the generator.
5. Attend up to one Teams conference call meeting (project manager and electrical engineer) to follow up on the generator sizing and basis of design / design criteria.
6. Attend up to one Teams conference call meeting (project manager, architect, and electrical engineer) to discuss converting the Generator Room to a Conference / Training Room. Provide up to 4 hours of consulting time.

## **Task 2 – Design Drawings and Specifications Development**

Task 2 will include the following scope:

1. Size and layout the new concrete pad for the emergency power generator. It is assumed that a slab on grade pad will be designed with a simple set of stairs and platform required due to the height of the belly tank.
2. Communicate and coordinate with Eversource as needed.
3. Prepare and submit preliminary existing and proposed site drawing (1"-10' scale) for review and comment by the Town CWF staff. Meet with Town CWF staff to review site drawings and the proposed emergency generator layout.
4. Prepare and submit draft contract drawings (civil / site and electrical drawings) and technical specifications (divisions 1-16 as deemed necessary). It is assumed that up to 8 drawings total will be prepared. Revise and finalize contract drawings and technical specifications based on any feedback from the Town. Clearly define on drawings what scope of work will be conducted by the Town of Montague CWF staff (i.e. trenching and pavement restoration as needed).
5. Prepare and submit written description of controls system modification requirements to be performed by the Town's on-call integrator for review and comment by the Town CWF staff.
6. Prepare an opinion of probable construction cost for the scope of work that will be performed by the Contractor.
7. Prepare final stamped contract documents that will be used in the bidding documents. The Town of Montague and / or FRCOG will prepare the front-end bidding and contract documents.

### **Task 3 – Bidding, Construction Administration, and Commissioning Assistance**

Task 3 will include the following scope:

1. During the bidding process, provide responses to any questions received so that one formal addendum (to provide clarifications or modifications to the contract documents) can be issued if needed.
2. Attend up to 3 pre-construction and construction meetings on-site.
3. Review manufacturer's shop drawings and other submittals to verify equipment sizing and installation details.
4. Provide up to 14 hours of technical support to the Montague CWF staff to respond to any field questions, RFIs, and proposed change orders from the Contractor or Town. Wright-Pierce will not formally issue any correspondence on behalf of the Town of Montague to the Contractor.
5. Provide up to 3 full days or 6 half days of project oversight, commissioning, and start-up assistance in the field as requested by the Montague CWF staff.
6. Based solely on information provided by the contractor or Montague CWF staff, develop civil / site and electrical record drawings to show modifications made in the field.

### **Assumptions / Exclusions**

Assumptions and services not included in the scope of services are:

1. Other modifications not specifically identified within scope
2. Generator and ATS will interface to the existing main breakers located within the old generator room. We have assumed that new service disconnects are not required at this time.
3. The site is located outside of the 100-year floodplain.
4. No wetlands identification or flagging is included in this scope.
5. No field topo or property survey is included, and it is assumed that existing conditions / base plans can be developed from record drawings provided by the Town of Montague and available GIS data.
6. It is assumed that the work will occur within existing Town owned property.
7. No geotechnical investigations and evaluation are included. (This can be added via amendment if requested or deemed necessary.)
8. Permitting Fees
9. MA DEP system modification permit is assumed to not be required.
10. No permitting applications are included (local, state, or federal).
11. "Front End" Division 0 contract and bidding documents will be prepared by the Town of Montague and / or FRCOG.
12. The Town of Montague and / or FRCOG will advertise the project for bid and distribute bidding documents. Wright-Pierce will provide final stamped drawings and technical specifications in PDF for use in bidding by the Town of Montague.
13. Wright-Pierce will not visit the factory where the generator is being built.

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### Proposed Schedule

Wright-Pierce will complete Task 1 and 2 within 90 days of receiving written authorization. Wright-Pierce understands that the Town would like to bid this project in early 2023.

### Proposed Fee

Our proposed fee for performing the scope of work in Tasks 1,2, and 3 above is **\$43,300**. Below is a breakdown of each fee by task:

Task Name	Estimated Hours	Reimbursable Expenses	Total Estimated Fee
Task 1 – Site Evaluation / Kick-Off Meeting	35-45	\$300	\$6,500
Task 2 – Design Drawings and Specification Development	105-115	\$0	\$20,400
Task 3 – Construction Administration and Commissioning Assistance	100-110	\$800	\$16,400
<b>TOTAL FEE</b>		<b>\$1,100</b>	<b>\$43,300</b>

We would invoice the Town on a time charge basis with a **not-to-exceed cost of \$43,300**. Upon review and approval of this proposal by the Town, please sign the attached task order for work to be conducted under our existing on-call agreement with the Town executed in August 2022. We can begin immediately upon receiving written authorization.

Sincerely,  
**WRIGHT-PIERCE**

Christopher N. Pierce, PE  
Vice President  
[chris.pierce@wright-pierce.com](mailto:chris.pierce@wright-pierce.com)



Lisa M. Muscanell-DePaola, PE  
Project Manager  
[lisa.muscanell@wright-pierce.com](mailto:lisa.muscanell@wright-pierce.com)

**EXHIBIT A  
 ON-CALL ENGINEERING SERVICES AGREEMENT  
 ENGINEERING SERVICES REQUEST FORM**

Project Name: <u>Montague Clean Water Facility Screw Pumps Replacement Project</u>	Project No. <u>T17040/TBD</u>
Client: <u>Town of Montague</u>	Prepared By: <u>Lisa M. Muscanell-DePaola, PE</u>
	Date: <u>9/28/2022</u>

Description of Assignment: <b>Clean Water Facility Emergency Power Generator Replacement Project</b>	Est. Hours	Estimated Fee
Itemization of Tasks		
Refer to proposal letter attached, dated 9/28/2022.	240-270	\$43,300
<b>TOTAL</b>		\$43,300

**TOTAL ESTIMATED FEE:** \$43,300

I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between Town of Montague, (CLIENT) and WRIGHT-PIERCE dated . Such payment may be different than the "Estimated Fee" indicated.

**SEEN AND AGREED TO BY:**

(CLIENT) \_\_\_\_\_ DATE: \_\_\_\_\_

(ENGINEER) \_\_\_\_\_ DATE: 9/28/2022

4B

September 28, 2022  
WP Project No. T16333

Ms. Chelsey Little, Superintendent  
Town of Montague Clean Water Facility  
34 Greenfield Road  
Montague, MA 01351-9522

**SUBJECT: Town of Montague CWF Screw Pumps Replacement Project  
USDA RD Funding Assistance and Preliminary Engineering Report (PER) Development  
Water and Waste Disposal Loan & Grant Program**

Dear Chelsey,

The Town of Montague Clean Water Facility (CWF) has two screw pumps that convey wastewater from the effluent of the primary settling tanks to the aeration tanks. Both screw pumps were replaced approximately twenty years ago by the Town of Montague CWF staff, but the pumps are now beyond their useful life and are in poor condition. It is our understanding that only the pumps and ancillary equipment was replaced during the previous project. The proposed project would also address related structural, electrical, HVAC, and instrumentation & control features in the facility where the pumps are located.

We understand that the Town of Montague has allocated \$800,000 of their American Rescue Plan Act (ARPA) funding for this project. However, to publicly bid this project and award the construction to a general contractor, additional funding will be required. Therefore, the Town of Montague desires to apply to the USDA RD Water & Waste Disposal Loan & Grant Program for the remainder of the funds needed to design and construct the project. The USDA RD Water & Waste Disposal Loan & Grant Program provides long-term, low-interest loans combined with a grant percentage. The grant percentage for the Town of Montague (project and application specific) will not be announced by USDA RD until the application is formally submitted. However, previous correspondence in recent years by both Wright-Pierce and the Town of Montague indicated a strong interest from USDA RD in funding assistance. Also, the Town of Montague is considered a "distressed community" meeting the low median income thresholds. In lieu of taking out a 40-year loan or in lieu of a large loan amount, the Town would utilize the ARPA funding for the local share.

As requested, we have developed this proposal to prepare a Preliminary Engineering Report (PER) following the USDA RD guidelines. As part of the PER effort, a conceptual opinion of probable construction cost (OPCC) will be prepared. Wright-Pierce will not be preparing an Environmental Report, which is normally required for this type of application. We will request a waiver from USDA RD because of the nature of the project (i.e. direct equipment replacement).



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The application will be formally submitted to USDA after the Town's Special Town Meeting (STM) anticipated to be held in February 2023. The STM, consistently on the Town's calendar each year for similar capital improvement projects, will obtain the formal appropriations and resolutions required by USDA RD as part of the application process.

### **Proposed Scope of Work**

Our proposed scope and fee is as follows.

#### **Task 1 – USDA RD Funding Assistance and PER Development**

Task 1 will include the following scope:

1. Attend one design workshop in person with CWF staff, collect photographs, and tour the screw pumps building/ station. As part of the design workshop, CWF Staff and WP will confirm the scope of the equipment replacement and related structural, electrical, HVAC, and I&C improvements to be included in the project. The confirmed scope will be used as the basis for development of the PER and OPCC. Wright-Pierce will provide meeting minutes that define the specific scope items to be included and obtain written acceptance of these minutes prior to proceeding with the PER.
2. Attend up to three conference calls with CWF staff and / or USDA RD.
3. Develop the PER following the USDA RD guidelines and requirements.
4. Coordinate with the Town of Montague to request a waiver of the Environmental Report (ER). (A waiver is justified because the screw pumps are being replaced in-kind and within the existing footprint of the CWF.)
5. On behalf of the Town of Montague, prepare, coordinate, and submit the funding application on the RD Apply online platform. (Town of Montague will provide all financial information required.)
6. Attend the Special Town Meeting in February 2023 if requested by CWF staff.

#### **Assumptions / Exclusions**

The development of the PER will not include site visits by discipline staff. Proposed scope and opinions of probable construction cost will be based on a workshop with the Montague CWF staff and similar projects.

#### **Proposed Schedule**

Wright-Pierce will complete the PER development within 60 days of written authorization. Wright-Pierce will support the USDA RD funding application and submit on behalf of the Town of Montague after the February 2023 Special Town Meeting.

#### **Proposed Fee**

Our proposed fee for performing the scope of work above is **\$9,900**. Below is a breakdown of each fee by task:

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Ms. Chelsey Little

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Task Name	Estimated Hours	Reimbursable Expenses	Total Lump Sum or Estimated Fee
Task 1 – USDA RD Application Assistance and PER Development	75-85	\$100	\$9,900
<b>TOTAL FEE</b>			<b>\$9,900</b>

We would invoice the Town on a time charge basis with a not-to-exceed cost of \$9,900. Upon review and approval of this proposal by the Town, please sign the attached task order for work to be conducted under our existing on-call agreement with the Town executed in August 2022. We can begin immediately upon receiving written authorization.

Sincerely,

**WRIGHT-PIERCE**

Christopher N. Pierce, PE  
Vice President  
[chris.pierce@wright-pierce.com](mailto:chris.pierce@wright-pierce.com)



Lisa M. Muscanell-DePaola, PE  
Project Manager  
[lisa.muscanell@wright-pierce.com](mailto:lisa.muscanell@wright-pierce.com)

**EXHIBIT A  
 ON-CALL ENGINEERING SERVICES AGREEMENT  
 ENGINEERING SERVICES REQUEST FORM**

Project Name: <u>Montague Clean Water Facility Screw Pumps Replacement Project</u>	Project No. <u>T16333/TBD</u>
Client: <u>Town of Montague</u>	Prepared By: <u>Lisa M. Muscanell-DePaola, PE</u>
	Date: <u>9/28/2022</u>

Description of Assignment: <b>Clean Water Facility Screw Pumps Replacement Project – USDA RD Grant Application Assistance and Preliminary Engineering Report Development</b>	Est. Hours	Estimated Fee
Itemization of Tasks		
<b>Task 1</b> - Refer to proposal letter attached, dated 9/28/2022.	75-85	\$9,900
<b>Note:</b> No building services site visits will be performed during this preliminary design phase.		
<b>TOTAL</b>		\$9,900
<b>TOTAL ESTIMATED FEE:</b>		\$9,900

I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between Town of Montague (CLIENT) and WRIGHT-PIERCE dated . Such payment may be different than the "Estimated Fee" indicated.

**SEEN AND AGREED TO BY:**

(CLIENT) \_\_\_\_\_ **DATE:** 9/28/2022

(ENGINEER) \_\_\_\_\_ **DATE:** \_\_\_\_\_

# Town of Montague Personnel Status Change Notice New Hires

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

Board Authorizing **Appointment**: Selectboard Meeting Date: 10/3/22

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

Board Authorizing **Wages**: Selectboard Meeting Date: 10/3/22

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

### General Information:

Full name of employee: Jillian Henry	Department: Libraries	Title: <u>Substitute</u>
<u>Library Assistant</u>	Effective date of hire: <u>10/4/2022</u>	

### New Hire:

Permanent: <u>Y</u> <u>N</u>	If temporary, estimated length of service: _____
Hours per Week: n/a	Union: <u>n/a</u>

### Wages:

Union: <u>n/a</u>
Wages: Grade _____ Step _____ Wage Rate: <u>14.25</u> (annual/ <b>hourly</b> )
Notes: Substitute library assistants have no regularly scheduled hours but cover for regular library staff during vacations, illnesses, and/or special events.

### Copies to:

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

# Jillian Henry

\*Millers Falls, Ma \*113245252 \*jillhenry@rock.com

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Montague Public Libraries  
Montague Ma

Hello!

Drawn to the opportunity to be a more integral part of my hometown, I'm excited to apply for the position of Library Assistant at the Millers Falls Library.

I am a weekly visitor to the small but mighty Millers Falls branch location. An avid reader myself I frequently request titles online via the CWMars System and walk down with my dog Willa to retrieve them when ready.

I have a deep appreciation for the vital library services so many rely on. Including the mentioned food pantry. So important for our community.

As a long time management professional I have ample experience working with many types of team members and clients. I am adaptable to varied communication styles.

My time in Human Resources and positions requiring federal Compliance have instilled a great respect for confidentiality and discretion.

So much of my professional experience has been in the world of internet and telephone service provision. Requiring frequently learning new programs as technology has evolved.

I enjoy mixed media art, scrap booking, reading, walking our rescue dog Willa, gardening, supporting local businesses/community events and spending time with my family.

Between my two teenagers becoming independent and my wrapping up of a 22 year career in corporate management in March 2022, I have found that I have open time and do not get out of the house often enough. I miss meeting and interacting with people and the sense of satisfaction I get from being a helpful resource to those around me.

Thank You for your time and consideration,

Jillian Henry

# Jillian Henry

\*Millers Falls, Ma 01349 \*4138245252 \*[jillian@crocker.com](mailto:jillian@crocker.com)

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## SKILLS

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Customer service  
Technical proficiency  
Communication  
Attention to detail  
Organization

Account Management  
Professional Development Coaching  
Event Planning  
Conflict Mediation  
Vendor Relationship management  
Payroll Processing  
Workforce Scheduling  
Contract negotiation

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## PROFESSIONAL EXPERIENCE

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**Mim's Market** Cashier/Cleaning/Deli 1996-2001

**Crocker Communications Inc.** April 28<sup>th</sup> 2000 – September 21<sup>st</sup> 2021

Call Center Supervisor 2000-2002

Customer Service Representative 2002-2005

System Programmer 2005-2007

Call Center Manager 2007-2016

IT Manager 2009-2016

Human Resources Representative 2016-2021

General Manager 2016-2021

**Crocker Answering Service** September 22<sup>nd</sup> 2021 – March 31<sup>st</sup> 2022

Acquisition Transition Manager

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## PROGRAM PROFICIENCY

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Microsoft Office 365 Suite; Word, Excel, Teams, Outlook  
Customer Record Management/Support Ticketing Systems: Sugar, Zendesk, Salesforce  
Zoom/Skype/Teams Video Conferencing

6A

**LICENSE TO USE REAL PROPERTY**  
**CAFÉ LICENSE**

(Article IV, Sections 4, 5 and 6)

This instrument is a license ("Café License") by and between the Town of Montague ("Licensor") and Lewis B. Collins, Between the Uprights, LLC, dba Between the Uprights at 2<sup>nd</sup> Street, ("Licensee") with a principal place of business at 23 Avenue A, Turners Falls, Massachusetts, its employees, agents, contractors and representatives

Whereas, the Café Licensee is the owner and operator of a bar/restaurant/nightclub known as "Between the Uprights at 2<sup>nd</sup> Street", the holder of an "Alcoholic Beverages Control Commission (ABCC), All Alcoholic Beverages, Section 12 License" ("Liquor License") which is located at 23 Avenue A, Turners Falls,

Whereas, the Licensee has petitioned the Town of Montague Board of Selectmen for the issuance of a Café License and the extension of the "Liquor License" for the purpose of placing a temporary sidewalk café directly in front of the Business Site. (hereinafter referred-to as the "Café Premises" or the "Premises").

Whereas, the Licensor is the owner of the public sidewalk abutting the Business Site and the Board of Selectmen is responsible for the care, custody, control and maintenance of said public sidewalk; and

Whereas, the Board of Selectmen are willing to allow Licensee to use a portion of the Town's sidewalk, on a temporary basis, for the operation of a sidewalk café directly in front of the Business Site and on a private strip of land adjacent to the 2<sup>nd</sup> Street public sidewalk.

Now, therefore, Licensor hereby grants to Licensee the right to place gates and fences, to occupy and use the Café Site as described below in conjunction with the Business Site subject to the following terms and conditions:

1. REFERENCE DATA

Date of License:	<u>September 26, 2022</u>
Mailing Address of Licensor:	Montague Board of Selectmen One Avenue A Turners Falls, Massachusetts 01376
Mailing Address of Licensee:	<u>Between the Uprights at 2<sup>nd</sup> Street</u> <u>23 Avenue A</u> <u>Turners Falls, MA 01376</u>
Permitted Use:	Sidewalk Café – operation of an outdoor eating and drinking area adjacent to and contiguous to the Business Site as depicted on the Plan attached hereto as "Exhibit 1" and allowing appurtenances, including but not-limited to chairs, tables, fencing and bollards that can be easily removed without damage to the Café Premises and subject to the conditions set forth herein.

Term of License:  
Renewable on an annual basis

September 26, 2022 to September 25, 2023

Consideration to be paid by  
Licensee:

One Dollar (\$1.00) plus \$40.00 per event

## 2. DESCRIPTION OF THE CAFÉ PREMISES AND BUSINESS SITE

The Café Premises shall consist of the area adjacent to and contiguous to the Business Site as depicted on the Plan attached hereto as "Exhibit 1" and as described below:

The Café Premises is the sidewalk area in front of 23 – 29 Avenue A to within five (5) feet of the exterior curb line of Avenue A excluding the planter. Also to be allowed as a Café is a privately owned grass strip between the sidewalk and the building on Second Street, 11 feet wide and extending 60 feet toward the rear of the building.

Use of the Café Premises will be limited to specific dates and times by permission of the Board of Selectmen. The number of events is not expected to exceed 6 times per year.

The Business Site is 23 Avenue A, Turners Falls, MA consisting of two function rooms, two bars, kitchen and grill on the first floor and cellar used for storage. Two main entrances are on the northwest side (Avenue A) and one exit on the southwest side (Second Street). The business site currently operates under an ABCC Liquor License

The Licensee shall have the obligation to prevent encroachment onto space not covered by this License. To accomplish this goal, the Licensee shall install a non-movable and temporary system of enclosure around the Café Premises.

The Licensee shall ensure that, at all times, there will be at least five (5) feet of sidewalk between the boundary of the Café Premises and the street.

The Licensee shall provide safe and adequate access to patrons making use of the Cafe Premises and 29 Avenue A and to pedestrians making use of the sidewalk and public way adjacent to the Café Site.

## 3. CONDITION OF PREMISES

Licensee acknowledges and agrees that it accepts the Premises in "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

## 4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Licensee of all permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, including but not limited to the Town of Montague Board of Selectmen and the Massachusetts Alcoholic Beverages Control Commission, and compliance by the Licensee with such permits and licenses.



5. ALTERATION OF THE PROPERTY

Licensee shall not make any major or permanent improvements or construction upon the Premises, and Licensee expressly agrees to restore the Premises as closely as practical to their condition prior to the exercise of Licensee's rights, immediately after they are disturbed by said Permitted Use.

6. LICENSEE'S EQUIPMENT

Licensee may bring such furniture and other equipment upon the Premises as would ordinarily be used to undertake the Permitted Use.

Licensee shall ensure that all structures comprising the Premises, including but not limited to chairs, tables, fencing, bollards and planters will be easily removed during periods of non-use and at the expiration of this License. All such items shall be removed no later than the last effective date of this License.

Licensor reserves the right to require the Licensee to remove all furniture, equipment and structures from the Premises if and when it determines it to be necessary.

7. UTILITIES

Licensor makes no representation as to the operation, presence or adequacy of any utilities for the Permitted Use and Licensor has no obligation to supply any such utilities to the Premises.

8. CONDUCT OF LICENSEE

Compliance with Laws

Licensee shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.

Sanitation

Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse or construction debris.

Security

Licensor is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.

### Costs of Operations

Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

### Operations Limited to Permitted Use

Licensee shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License and except for any requirement set forth in this License.

#### 9. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.

#### 10. INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.

#### 11. INSURANCE

The Licensee shall keep in force, at its sole cost and expense, during the full term of this License, comprehensive public liability insurance, in the amount of one million dollars (\$1,000,000), insuring the Licensee and the Licensor against all claims and demands for personal injury or damage to or diminution in value of any property which may be claimed to have occurred upon the Premises or as a result of the exercise by Licensee of the rights granted by this License and naming the Licensor as a named insured. Failure to obtain and keep in force said insurance, and failure to provide the Licensor with proof of same, shall automatically terminate this License and any rights granted herein.

#### 12. RIGHTS OF LICENSOR TO ENTER

The Licensor reserves the right and the Licensee shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's Permitted Use.

#### 13. TERMINATION

This License is terminable at any time by the Licensor or the Licensee following notice by certified U.S. Mail, return receipt requested, to the other party. This License shall expire on the date specified in such notice.

14. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.

15. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.

The Licensee is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the Licensee in any contract or to incur any liability for or on the part of the Licensee.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

This License is to take effect as a sealed instrument.

LICENSOR: Town of Montague  
By: Board of Selectmen

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

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

LICENSEE: Between The Uprights at 2nd Street

  
Authorized Signature

owner  
Title

Lewis B. Collins  
Print Name

Date: 9/22/22

6B



# Board of Selectmen Town of Montague

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

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

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

Name of applicant: Lew Collins

Address of applicant: 23 Avenue A Turners Falls, MA 01376

Phone # of applicant: 413-262-1747 (cell); Bar Phone 413-863-2882

Name of organization: Between The Uprights Sports Bar

Name of legally responsible person: Lew Collins - owner

Location of assembly: Front of Building and Grass side on end St side of Building

Date of assembly: Saturday October 22, 2022

Time of assembly: Begin: 9AM (begin set up) End: 1AM (finish taking down all equipment)

Number of expected participants: 150+ outside in roped off Area

If a procession/parade:

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

Number of people expected to participate: No more than 150-200 at peak times, usually less

Number of vehicles expected to participate: None

Subject of demonstration: Outdoor Party Area set up in front of bar with use of front sidewalk plus 3 vendor spots rented from Great Falls festival on Avenue A. End St Grass side of Building will be a smoking area on 15 feet of space. Beer Bar set up outside until 9pm then all sales inside. Live music outside until 9pm.

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

\*\*\*\*\*

Signatures: [Signature] Date: 9/21/22

Comments/Conditions: Must have outdoor area roped off as in previous years.

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

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

FEE \$ 40<sup>00</sup>

**TOWN OF MONTAGUE**

**Special License**

A Special License is granted to

Lew Collins - Owner (Between The Uprights Sports Bar)

Name

23 Avenue A Turners Falls, MA 01376

Address

for the purpose of

Outdoor party Area Set Up for Great Falls Festival with a portable

Beer Bar 3pm-9pm outside & Live Music 2:30pm-9pm outside

3 Vendor spots will be rented from GFF as well. (no music after 9pm

on Saturday October 22, 2022

no outside Beer sales after 9pm)

Date/Dates

Special Conditions

Proof of insurance liquor liability - on file -

This license is granted in conformity with the Statutes and Ordinances relating thereto,

and expires 10/23/22 @ 12:00 unless sooner suspended or revoked.

Am

Date \_\_\_\_\_

  
\_\_\_\_\_  
CHIEF OF POLICE

\_\_\_\_\_  
BOARD OF SELECTMEN

# HomeShare can help! Join us to learn more.

September 19, 2022, 11 a.m.–12 p.m.  
Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376

September 22, 2022, 10–11 a.m.  
Gill/Montague Senior Center, 62 5th St., Turners Falls, MA 01376

Virtual Event: September 14, 1–3 p.m. Visit <https://zoom.us/join>  
and enter the following: Meeting ID: 833 5374 8554 and Passcode: 274990



### There's no place like home.

HomeShare is a program where two or more people share a home and expenses to their mutual benefit. It is a commitment to valuing human connection and providing a better quality of life for all individuals.

### Be a Home Sharer...

Are you an older adult or a person with a disability who wants to age comfortably in your home? Do you have a bedroom to share in exchange for rent, help around the house, or a combination of the two?

### Be a Home Seeker...

Do you have free time, but not a lot of money for housing costs? Do you enjoy caring for others and empowering folks in your community?

To learn more or register, call LifePath's Information & Caregiver Resource Center (ICRC) at 413-773-5555 x1230, 978-544-2259 x1230, or email [info@lifepathma.org](mailto:info@lifepathma.org).

**Join us for an informational meeting to discuss all of the benefits that home sharing offers.**



Funded by LifePath and  
Towns of Orange and Montague



Below is the email I'd sent to the BOH regarding the opportunity to receive settlement payments on an accelerated schedule. You may include it with the meeting materials for October 6. I lightly edited it for readability.

**From:** StevenE - Montague Town Administrator  
**Sent:** Thursday, September 22, 2022 5:35 PM

Dear BOH

As it may be informative to your deliberations/thinking of the Opioid Settlement funds, I learned today that municipalities will have the option (see link in body of email for spreadsheet) to receive J&J's settlement payments for the years 2022-2025 in a lump sum (\$8,521), rather than in four installments (\$2,130).

As best as I can determine, this is only J&J's contribution to the settlement and other culpable parties will still provide funds on an installment basis, as the attached settlement spreadsheet shows Montague is scheduled to receive \$20,721 over that period. I'll be honest, I feel they've made this as confusing as possible to keep track of - with what feel like idiosyncratic payment schedules that don't obviously align with these figures. But here is what I have expected total payments over that span.

Town	% Share	2022	2023	2024	2025
Montague	0.02914%	6,890\$	3,652\$	4,972\$	5,207

In any event, I'll work to get what clarity I can and bring this option to the Selectboard for consideration on October 6. I will avoid any comments on the advisability of this matter outside of public meeting right now. I will remind you that we have a Town Meeting warrant article that will create a special stabilization account to receive any and all funds from this settlement, so whenever the money goes it, it will be properly reserved for its purpose.

Steve

**From:** MAOpioidSettlements <[MAOpioidSettlements](#)>  
**Sent:** Thursday, September 22, 2022 4:21 PM  
**To:** MAOpioidSettlements <[maopioidsettlements](#)>  
**Subject:** \*\*Time-Sensitive Update regarding 2022 Johnson & Johnson Opioid Abatement Payment Election Option – Please Read\*\*  
**Importance:** High

Under the terms of the J&J Opioid Settlement, J&J payments due in 2022-2025 are payable as a lump sum in 2022.

As a courtesy, Settlement Administrator Brown Greer is providing participating municipalities the opportunity to elect to receive that sum in four equal payments payable in 2022-2025. Elections must be made no later than **October 10, 2022**, by notifying Adreyan Caldeyro at Brown Greer by email  
In the absence of an election by that date, participating municipalities will receive the lump sum in 2022.

A spreadsheet reflecting the payment options is [here](#).

Subdivisions that elect to be paid in four equal payments may change their election and receive the balance of the lump sum in 2023 by notifying Brown Greer 30 days before the 2023 payment date.

9B

## **WendyB-Montague Selectboard**

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**From:** StevenE - Montague Town Administrator  
**Sent:** Monday, September 26, 2022 11:40 AM  
**To:** WendyB-Montague Selectboard  
**Subject:** TA Business 10/3

Hi Wendy

For TA Business next week, please add "Pavement Management Study Update"

Notes for meeting packet:

### **Background:**

- Our last pavement management assessment was performed in 2006. It's been a useful reference tool but is sorely outdated.
- FRCOG is now actively implementing a pavement management study for the Town, supported with grant funds (DLTA, through the Community Compact program).
- Survey work started in Montague Center. FRCOG will continue to survey 1-2 days per week this Fall. They want to survey before leaves cover the shoulders of the road.
- This study will inventory and provide a systematic assessment of condition of town roads, of which Montague has approximately 109 miles.
- The new system will be able to make recommendations for maintenance and repair based on budget scenarios, and can account for the value of preventative maintenance.
- MassDOT is in the process of purchasing new pavement management software for RPAs to use (a joint purchase among RPA's). The software vendor has not yet been selected, so FRCOG will upload the survey data once the software is available.
- While we do not yet know what software will be selected, the program promises to be easy to update and maintain. FRCOG will input annual updates or otherwise provide the town with credentials and training on how to do annual updates.
- In a perfect world, we would make annual updates every October (after paving season) and develop management scenario in advance of budget season.
- Laurie will look to integrate culvert and stormwater assessment data with the pavement study results, to the extent practical.
- Tom Bergeron will serve as Town lead and will be FRCOG's primary Point of Contact

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





9c

Comcast Cable  
676 Island Pond Road  
Manchester, NH 03109  
603-695-1400  
www.comcastcorporation.com

9/19/2022

VIA UPS and email townadmin@montague.net

Town of Montague  
Board of Selectmen  
One Avenue A  
Montague, MA 01376

Subject: COMMENCEMENT OF FRANCHISE RENEWAL PROCESS

Dear Chair and Members of the Select Board:

Comcast appreciates the opportunity to provide our products and services to the citizens of the Town of Montague. We provide the high quality cable television and other services the Town of Montague and its residents demand, and we hope to continue providing those services to our Town of Montague subscribers for many years to come. Therefore, we are taking this step to ensure the renewal of our franchise with you.

The Cable Communications Policy Act of 1984 ("the 1984 Cable Act") encourages franchisors and cable operators to reach renewal agreements at any time through an informal process of discussion. However, Section 626 of the 1984 Cable Act also provides for commencement of a formal renewal procedure. To preserve our statutory rights to this formal procedure, this letter is our official notice to you invoking that provision so the parties can use the formal renewal procedure should informal discussions result in an impasse.

This letter is not intended to introduce a new formality into our discussions, nor is that the intention of the 1984 Cable Act. In fact, we prefer to reach a mutually satisfactory agreement through informal negotiations, thus making many of the 1984 Cable Act's formal procedures unnecessary.

***Eileen Leahy will be in contact with you soon to arrange a meeting to discuss informally negotiating a renewal agreement. Please also feel free to contact Eileen at ~~603-730-1111~~ at any time if you have any questions.*** Comcast looks forward to meeting with the Town and continuing the relationship that, we believe, has benefited both the community and the residents of the Town of Montague.

Sincerely,



Subject: Franchise Renewal  
September 19, 2022

A handwritten signature in black ink that reads "Timothy Murnane". The signature is written in a cursive style with a horizontal line above the first few letters.

Timothy Murnane  
Vice President, Government and Regulatory Affairs

TM/cam  
Attachment

cc: Eileen Leahy– Comcast Government & Regulatory Affairs  
Cable Advisory Board  
Town Manager