JOINT SELECTBOARD and BOARD OF HEALTH MEETING NOTICE

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: https://zoom.us/j/92289795963

Meeting ID: 922 8979 5963 Password: 618435

Dial into meeting: <u>+1 646 558 8656</u> or <u>+1 312 626 6799</u> or <u>+1 301 715 8592</u>

Monday, March 22, 2021

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

Meeting Bei	ng Taped Votes May Be Taken
1. 6:30 PM	Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30	Board of Health Chair opens the meeting, roll call taken
3. 6:31	 Approve Minutes: Joint Selectboard, Board of Health and Finance Committee Meeting: March 8 and 15, 2021
4. 6:32	Meeting with State Representative Natalie Blais and Senator Jo Comerford
5. 7:00	Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
6. 7:02	 COVID-19 Updates and Action Items Update on Montague COVID case counts Update on Vaccine Eligibility & County Clinics Review of Updated State Guidance or Orders
7. 7:15	Request License for Extended Use of Public Property for Outdoor Retail and Dining Country Creemee, 52 Avenue A, Turners Falls The Upper Bend
8. 7:25	Jon Dobosz, Parks & Recreation Director Parks & Recreation Spring Programs Installation of portable toilet at Unity Park and sanitizing protocols
9. 7:40	 Walter Ramsey, Town Planner Canal District Gateway Improvement Project: Review Permitting Design Plans and project budget and schedule Authorize final permitting submittals to Conservation Commission, MassDOT and FERC Downtown Turners Falls Rapid Recovery Plan Review of Project Scope, announce Downtown Business Owner Survey for

o Designate Town Planner as Community Representative for Downtown Turners

Recovery Plan

Falls Rapid Recovery Plan

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

- 10. 7:55 Deb Bourbeau, Town Clerk
 - Request to change Town Election from May 18, 2021 to another date before the end of the fiscal year
- 11. 8:05 Planning for Annual Town Meeting
- 12. 8:15 Town Administrator's Report
 - Parking Ban
 - FRTA Meeting Update
 - 11 Power Street Update
 - Cannabis Impact Fee Update
 - Topics not anticipated in 48 hour posting
- 13. 8:30 Executive Session pursuant to G.L. c.30A, §21 (a)(6) to consider the purchase, exchange, lease or value of real property related to the 5th Street Bridge construction where the discussion in open session would be detrimental to the Towns negotiation position.

Upcoming Meetings:

Selectboard Meeting, MONDAY, March 29, 2021, 6:30 PM via Zoom



State Legislative Delegation Meeting Planning Topics on Which to Focus the Conversation

As Voted in March 15, 2021

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

Topics Selected for Discussion:

- Ch. 70 aid and student enrollment: Ensuring that unusual changes in student enrollment associated with the pandemic, including home schooling and delayed entry to early childhood grade levels, does not adversely impact ch70 allocations. Recommendation would be to hold harmless relative to any enrolment declines as measured by previous year Oct 1 census. For FY22 just use Oct 2019 census. Build in a safeguard relative to Oct 2021 census, which may still be affected by parent concerns relative to school safety.
- Create a Bridge Repair Funding program similar to Ch90: Create a formula-based annual municipal
 allocation specifically for bridge maintenance and repair. Note: This will not help if Ch90 is reduced.
 The extraordinary cost of bridge repair limits the practicality of applying Ch90 monies to those
 projects, particularly where bridge inventory requires repair of numerous structures.
- Assist with efforts to redevelop the Farren Care Center in a fashion that adds value to the Town
 and reflects the interests of local jobseekers and taxpayers.

Additional Topics of Concern to the Town:

- Affirm that commercial scale solar facilities are taxable: To the extent that ATB rulings based on antiquated laws from the 1970s have led to some commercial solar operations successfully challenging their taxable status, close this loophole through definitive legislation.
- Create a funding program for rural water and waste water infrastructure projects and
 operational changes to facilitate long term improvements required by changing EPA regulations.
 This program is most important in communities with limited growth prospects where needed
 investments would place unreasonable demands on rate payers and dampen economic
 development. Distribute based on a formula that accounts for limited system growth, present
 rates, and other factors.
- **Ensure full funding of State PILOT program** to ensure that rural communities are not unfairly penalized for retaining a community benefit in the form of open space protection.
- Police Department Collaboration with Mental Health Counseling and Support Service Providers: Establish funding and technical assistance to enable small communities to subcontract and work effectively with mental health service providers in order to support officers on calls requiring that specialized expertise.

- Advocate for rural regional transportation funding specifically focused on expanded weekend bus service and connections between Montague and the UMass/Northampton transit area.
- Continue Remote Participation Options for Public Meetings, including in hybrid formats, even after the presumed end of the current state and national COVID-19 Emergency Declaration.
- Fund library building renovation projects in small communities that respect the reality that we may not wish or may not be able to afford substantial expansion of facilities in order to be eligible for Library grant aid. To do otherwise essentially withholds aid.
- Continue to Advocate for Programs to Redevelop Distressed Historic Industrial Buildings and Areas. We are gratified by recent progress, but much work remains to be done and we will need your ongoing support to ensure we can make the most of our opportunities.



Montague Selectboard

1 Avenue A Turners Falls, MA 01376

(413) 863-3200 ext. 108

COVID-19 EMERGENCY MEASURES

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

No Fee

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

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

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

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

This form must be returned to the Selectboard within a minimum of 10 days prior to the intended operation date. All information must be complete. Questions related to this license application form can be directed through to the Selectboard Office.

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

COVID-19 EMERGENCY MEASURES

Name of Business:	Country (reamee
Address:	52 AUGA Turnerstalls MA 01376
Owner Name:	Robyn Mason
18	413 863-3529
Owner Phone:	¥ .
Owner Email:	robynmason38@hayou.com.
Manager Name:	Franklin Courty Housing Regional Housing
Manager Phone:	413-863-978
Manager Email:	parmatian@ ferhra-org
out.	
Intended Use	
Dining: Outdoo	or food services <u>without</u> alcohol
Dining: Outdoo	or food services with alcohol (Actual component must be approved by state ABCC)
Retail: Sale of	material goods or services
27	
Is a temporary tent	or similar structure proposed?
Yes	No No
Does the plan requ	ire the use of a public parking space(s)?
Yes	, plans require use of spaces No
Does the plan main	ntain a minimum of 3ft width ADA clearance on public sidewalks?
If No, please contac	t the Planning Department to develop a plan to ensure ADA compliance.
Yes	No No
Requested term of	license period: Start Date: 3-13-21 End Date:
Latest expected/ave	ailable end date is November 30, 2020.

Daily maintenance and cleaning plan:

Clean with blech and walk

Offer USE

Plan for securing fixtures during evening and closed hours:

Headle left as 15 over night

Required Attachments:

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

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

	ai man		om Business owner)	
Owner	Signature: /10/09/1/1807/	Landlord signature: _		_
Name ((printed): Rdoyn Mason	Name (printed):	ag d del	
		ž	* 06 %	K.
Date:	3-10-21	Date:		
		(2)		
APPRO	OVAL BY SELECTBOARD or Designee:	erg = 1 mercen	en de la company	
Select	poard Chair or Designee	Date		
				O.
ADDITI	IONAL APPROVALS AS NECESSARY			
	Town Administrator/ ADA Officer	n 90 <u></u>		
<u></u>	Health Director	ade to a		
	Police Chief			
	Fire Chief		0 %	
	Building Inspector	-		
	Town Planner	,		
Town !	ತ್ರಗಳ ಪ್ರಕರ್ಣ ನಿರ್ವಹಿಸುವ ಪ್ರಕರ್ಣ ಪ್ರಕರ್ಣ Use Only	$x_i = x_i = x_i$	and the state of	3
Town	Internal Routing, with approval received a	necessary:	¥ (4)	
	Selectboard's Office Town Administrator/ ADA Officer Health Director Police Chief Fire Chief Building Inspector			33 III
	Town Planner		*	

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

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

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

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

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

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

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

1, Robyn Mason	, hereby acknowledge that I have received and that I ha	ve read the
foregoing Rules and Regu	lations for Temporary Use of Property for Outdoor Reta	ail and Dining,
and that I will comply wit	h all requirements thereof.	7

Name:

Date:

23) 84 23) 8/ (238/ (52) 8/

799772 BAODS

thod sont 9/282 Who con the contraction 52 Avenue A

HVENUE F

Client#: 20071

COUCR

ACORD. CERTIFICATE OF LIABILITY INSURANCE

3/16/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 :	CONTACT Samantha DeSantis				
White-Jubinville Ins. Agency 39 Lamb Street	PHONE (AIC, No, Ext): 413 538-8293 (AIC, No): 413 538-597				
P.O. Box 789	INSURER(S) AFFORDING COVERAGE	NAIC#			
South Hadley, MA 01075	INSURER A : Cambridge Mutual Fire Insurance Company				
INSURED	INSURER B ;				
Robyn Mason dba Country Creemee	INSURER C :				
52 Avenue A	INSURER D :				
Turners Falls, MA 01376	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.

TYPE OF INSURANCE

ADDLSUBR INST WYD

GENERAL LIABILITY

SBP2310776

D4/09/2021

D4/09/2022

EACH OCCURRENCE

\$1,000,000

IK	TITEOT MOORANGE	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DO/YYYY)	Limit	3
١	GENERAL LIABILITY			SBP2310776	04/09/2021	04/09/2022	EACH OCCURRENCE	\$1,000,000
-	X COMMERCIAL GENERAL LIABILITY						PREMISES (Es occumence)	\$50,000
-	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000
ļ							PERSONAL & ADV INJURY	\$1,000,000
1							GENERAL AGGREGATE	\$2,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-						PRODUCTS - COMP/OP AGG	\$1,000,000
1	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s
I	ANY AUTO						BODILY INJURY (Per person)	\$
L	ALL OWNED SCHEDULED AUTOS				1		BODILY INJURY (Per accident)	\$
L	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
ļ								\$
L	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
L	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$						100000000000000000000000000000000000000	\$
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- OTH-	
1	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$
и	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

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

For Bistro Tables and Chairs located outside 52 Avenue A, Turners Falls, MA

These are the limits at policy inception

CERTIFICATE HOLDER	CANCELLATION
Town of Montague	SHOULD ANY OF THE ABOVE DESCRIBED PO

One Avenue A Montague, MA 01376 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cary R. Jubinville

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Montague Selectboard

1 Avenue A Turners Falls, MA 01376

(413) 863-3200 ext. 108

COVID-19 EMERGENCY MEASURES

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

No Fee

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

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

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

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

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

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

COVID-19 EMERGENCY MEASURES

Name of Business:	Sow	oud lic	DBA	THE UPPER BENO			
Address:	112 A	IENVEA	TURNE	CRS FALLS			
Owner Name:	Willia	MMCKER	2418	N			
Owner Phone:	315-	396.36	07	2			
Owner Email:		a upper					
Manager Name:		0					
Manager Phone:	~						
Manager Email:				1			
•	E						
Dining: Outdoor	Intended Use Dining: Outdoor food services without alcohol Dining: Outdoor food services with alcohol (Actual component must be approved by state ABCC) Retail: Sale of material goods or services						
Is a temporary tent	or similar struc	cture proposed?		× .			
Yes		-	No				
Does the plan requir	re the use of a	public parking spac	e(s)?	A			
Yes,	plans require u	ise of spaces	No	2 K			
Does the plan maint	ain a minimum	of 3ft width ADA o	learance on p	oublic sidewalks?			
If No, please contact the Planning Department to develop a plan to ensure ADA compliance.							
Yes		8	□ No				
Requested term of li	cense period:	Start Date:	AP	End Date: 11 30 21			
Latest expected/available end date is November 30, 2021.							

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

Daily maintenance and cleaning plan:

Plan for securing fixtures during evening and closed hours:

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

TABLES + CHAMPS WILL BE STORED INSIDE DURING OFF HOURS

Required Attachments:

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

BINDING AGREEMENTS IN BEHALF OF THE APP	LICANT.			-
Owner Signature: and Co	(If diffe	rent from Busine	sa chiner	
Name (printed): WILLIAM MCKERLHIE			111,400 /100	
	waine (printed)		110012 / 10	8 TROPE-TIES
Date: 3/10/21	Date:			
APPROVAL BY SELECTBOARD or Designee:				*
Selectboard Chair or Designee	Date			
ADDITIONAL APPROVALS AS NECESSARY				
□ Town Administrator/ ADA Officer	-			
□ Health Director		-3,		
□ Police Chief		N.		
□ Fire Chief	(4. (1)			
□ Building Inspector				
□ Town Planner	,			
Town Use Only				×
Town Internal Routing, with approval received as ne	cessary:	I	* k1	
□ Selectboard's Office				
□ Town Administrator/ ADA Officer				
□ Health Director				
□ Police Chief				
□ Fire Chief				
□ Building Inspector				
□ Town Planner				

I HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM DULY AUTHORIZED TO ENTER INTO

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

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

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

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

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

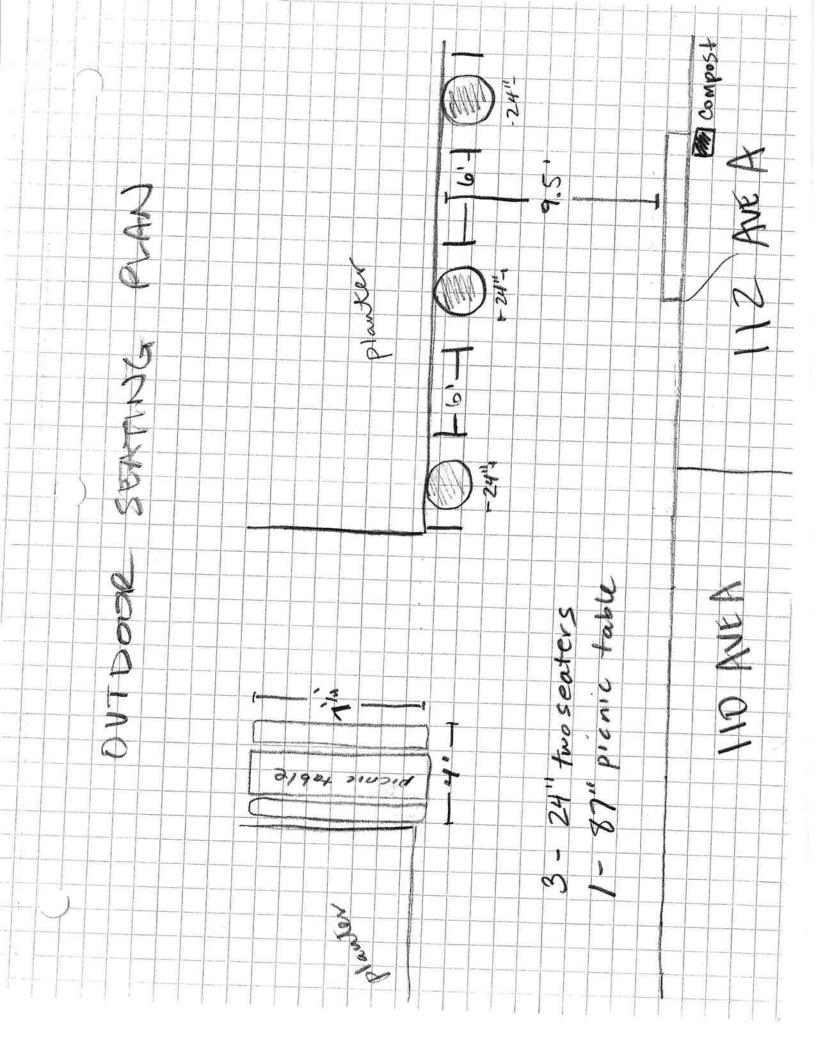
however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

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

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

Name: WILLIAM (BILLY) MCKERCHIE

Date:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/12/21

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

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

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	underland, MA 01375				E-MAI ADDR	ESS: info@D	aleFrankInsı				
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WendyB-Montague Board of Selectmen

From:

Jonathan Dobosz

Sent:

Wednesday, March 17, 2021 2:06 PM

To:

WendyB-Montague Board of Selectmen

Subject:

Spring Programs Proposal

Attachments:

MPRD Spring YOUTH Sports Health Protocols March 2021.pdf

Hello,

Attached is our proposal to run Spring Programs this year.

I would also like to discuss installing the portable toilet down here at Unity in the couple of weeks, with guidance as to if we resume daily cleaning or return to traditional usage where the unit is cleaned once a week. Last year the cost of the cleaning the unit daily came to an additional expense of \$720 per month. Traditional use, which entailed weekly cleaning, was \$195 a month. The CARES Act covered the additional \$720 last year. I do not know if the vendor will be increasing their prices this year.

Jon Dobosz, CPRP, CPO

Director of Parks & Recreation

Montague Parks & Recreation Dept.

56 First St.

Turners Falls, MA 01376

(413) 863-3216



MONTAGUE PARKS & RECREATION DEPARTMENT

56 First Street, Unity Park Fieldhouse

Turners Falls, MA 01376

Phone: (413) 863-3216/Fax: (413) 863-3229

www.montagueparksrec.com

Jonathan J. Dobosz, CPRP, CPO Director of Parks & Recreation recdir@montague-ma.gov



Jennifer L. Peterson Clerk/Bookkeeper recclerk@montague-ma.gov

2021 MPRD Spring Youth Sports Health Protocols Relative to COVID-19

Revised, March 2021

The following protocols include Tee Ball, Youth Baseball, and Youth Soccer Program.

This proposal is formulated from the standards established by the Massachusetts Executive Office of Energy & Environmental Affairs (EOEEA), as noted in their *Reopening Standards for Youth & Adult Amateur Sports Activities — Phase 3, Step 2* dated **March 1, 2021**, where the above noted activities are categorized as a "**Moderate Risk**".

Activities that are deemed **moderate risk** involve "intermittent close proximity or limited, incidental physical contact between participants". Such activities, as noted by the EOEEA, can participate in **Level 1, 2 and 3** type of play, but ONLY if "the Minimum Mandatory Standards for Modification to Play are met". These levels are defined as the following;

- **Level 1** Individual or socially distanced group activities (non-contact workouts, aerobic conditioning, individual skill work, and drills)
- Level 2 Competitive practices (intra-team/group games, contact drills, and scrimmages)
- **Level 3** Competitions (inter-team games, meets, matches, races, etc.)
- Program Structure: utilizing the EOEEA's guidelines as a benchmark, the program will be structured in the following manner;
 - O Play sessions:
 - Tee Ball -
 - Location: Unity Park, Turners Falls
 - Days/Times: Saturdays, April 24 June 5; 10:30a 11:30a (dates may be adjusted)
 - we may reduce the amount of sessions to help limit exposure of respiratory particle transmission between participants. However, considering that it is an outdoor program, we may decide to keep the program at its traditional six weeks
 - there will be four teams (cohorts) of no more than 10 players per area
 - each team competes against one other during each session, which is allowable under current guidelines
 - Given the age of the participants, parents of children should be present during each session. We ask that only 1 parent/caregiver be present per player during the program to ensure we stay within acceptable capacity limits. Parents will be asked to not bring additional family members if at all possible.
 - Rookie Baseball
 - Location: Unity Park, Turners Falls
 - Days/Times: Saturdays, April 24 June 5; 9:00a 10:15a (dates may be adjusted)

- we may reduce the amount of sessions to help limit exposure of respiratory particle transmission between participants. However, considering that it is an outdoor program, we may decide to keep the program at its traditional six weeks
- there will be two teams (cohorts) of no more than 10 players per area, but there will be intra-squad games between both groups in a given session.

Youth Soccer Clinic/Camp –

- Location: Highland Park, Millers Falls
- Days/Times: Saturdays, April 24 June 5; 12:00p 1:30p
- This program will be similar to that of what we offered in the fall.

Players, Coaches, Parents & Caregivers:

- <u>Facial coverings must be worn at all times</u>
- Equipment will be shared, so all participants must practice proper hand hygiene at the beginning and end of all activities either through handwashing with soap and water or by using an alcohol-based hand sanitizer. Equipment will be cleaned and disinfected between sessions.
- We are promoting an <u>"arrive, play, and leave" approach</u> to ensure that individuals are not congregating in common areas or parking lots before, during or following practices or events.

Coaches:

- must practice proper hand hygiene at the beginning and end of all activities, either through handwashing with soap and water or by using an alcohol-based hand sanitizer.

> Access to Municipal Buildings:

- Tee Ball & Rookie Baseball (Unity Park Fieldhouse) The Tee Ball and Rookie Baseball programs will need access to the building. A key will be left in a combination lock box to allow access to the building by the tee ball and baseball coaches. The building will then be locked during the session to control access to the building by the general public. A portable toilet will be on-site to accommodate restroom needs.
- Youth Soccer Clinics/Camp (Highland Park Shed) The coach currently has a key to the building. There is a small restroom located in the back of the building that will be cleaned once a week.
- > All equipment will be sanitized between sessions
- Players/parents refusing to comply with any of the protocols will not be allowed to participate, and will be asked to leave the program site immediately. The child's participation status will be under review, with dismissal being a possible outcome.
- If any individual develops symptoms of COVID-19 during the activity, they should promptly inform organizers and must be removed from the activity and return home. Parents/guardians should follow-up with MPRD as to the status of their child and whether or not he/she has contracted the virus.
- ➤ In the event of a positive case, the program may be suspended or cancelled. Consultation with the Montague Board of Health will then determine proper procedures and program status. GMRSD administration will be notified of any positive case through MPRD.
- Partial refunds will be given if program is reduced or permanently cancelled.

Health Procedures

- ➤ Daily Screening: All staff, volunteers, parents, children, and any individuals seeking entry into the program space must self-screen at home, prior to coming to the program for the day.
- > To participate or attend, participants, volunteers, coaches and spectators must show no signs or symptoms of COVID-19 for 14 days.

People with COVID-19 have had a wide range of symptoms reported — ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus.** People with these symptoms may have COVID-19: Fever of 100.0 F or higher, or chills, Cough, Shortness of breath or difficulty breathing, Fatigue, Muscle or body aches, Headache, New loss of taste or smell, Sore throat, Congestion or runny nose. Nausea or vomiting, Diarrhea.

This list does not include all possible symptoms. CDC will continue to update this list as we learn more about COVID-19. Anyone with **two or more** of the symptoms noted above or any other signs of illness will NOT be permitted to attend.

Protocols are subject to change to accommodate MA State Guidelines.

WendyB-Montague Board of Selectmen

From:

Walter Ramsey - Montague Planner

Sent:

Wednesday, March 17, 2021 6:21 PM

To:

WendyB-Montague Board of Selectmen; StevenE - Montague Town Administrator

Subject:

3/22 Agenda items- Canal District Gateway Improvement Project

Attachments:

2021_03_11_Full Set - Progress Plot.pdf; OPCC update.pdf

Wendy,

please include these items and materials for the 3/22 agenda

Canal District Gateway Improvement Project:

- Review Permitting design plans and project budget and schedule
- Authorize final permitting submittals to Conservation Commission, MassDOT and FERC

Pages 1, 6, 7 and 10 are the most relevant from the plans. Let me know if you would like me to print them out on 11x17.

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

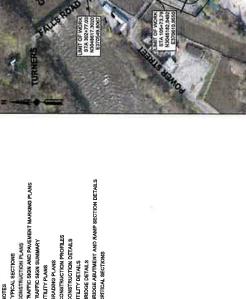
AND INTERSECTION IMPROVEMENTS **5TH STREET PEDESTRIAN BRIDGE**

IN THE TOWN OF

MONTAGUE

FRANKLIN COUNTY

STANDARDS

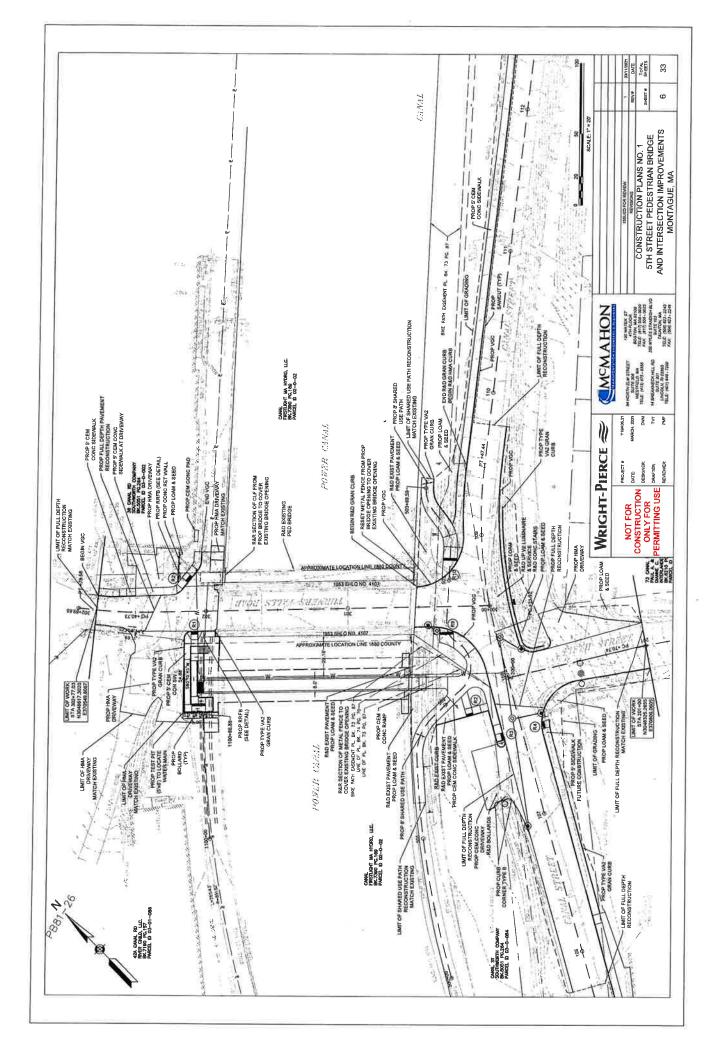


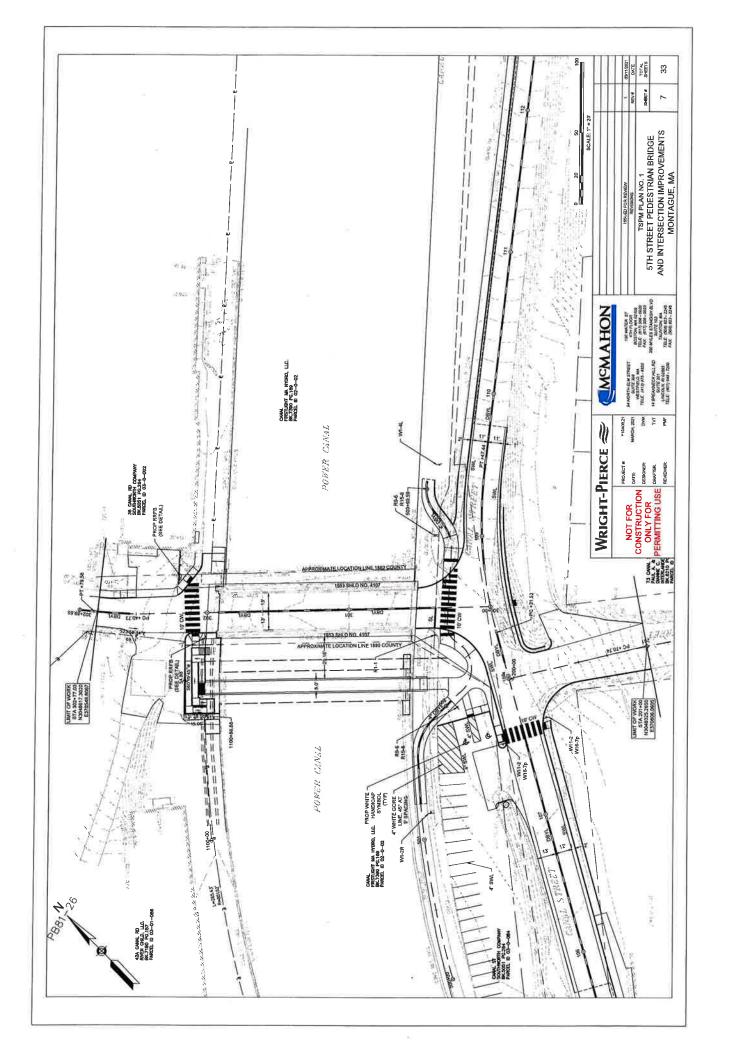
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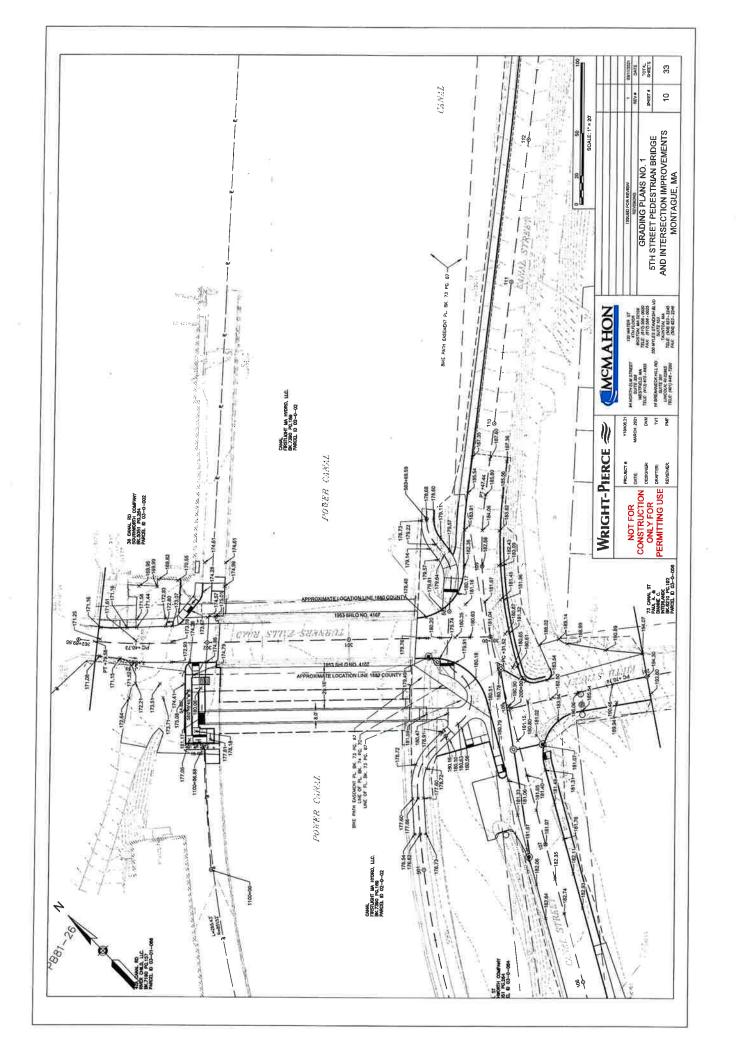
SUBMISSION: FERC PERMIT SUBMISSION DATE: MARCH, 2021

WRIGHT-PIERCE 📚 PERMITTING USE CONSTRUCTION ONLY FOR NOT FOR

MCM AHON









5th Street Pedestrian Bridge and Intersection Quantities Proj. #Y19A06.21 Designed by: DVM Checked by: PMF

Date: 02-03-2021 Date: 02-03-2021

ITEM NO	QUANTIT	LIME	DESCRIPTION	UNIT	COST
Treivi NG	Y	CAVIT	SCHILL HOY	PRICE	
102.1	20	FT	TREE TRIMMING	17.00	\$340.00
102.3*	20	FT	SHRUB TRIMMING	20.00	\$400.00
102.521*	50	FT	TREE AND PLANT PROTECTION FENCE	8.00	\$400.00
120.	1,650	CY	EARTH EXCAVATION	40.00	\$66,000.00
121.	300	CY	CLASS A ROCK EXCAVATION	115.00	\$34,500.00
141.1	50	CY	TEST PIT FOR EXPLORATION	85.00	\$4,250.00
142.	30	CY	CLASS B TRENCH EXCAVATION	30.00	\$900.00
144.	5	CY	CLASS B ROCK EXCAVATION	150.00	\$750.00
146.	2	EA	DRAINAGE STRUCTURE REMOVED	550.00	\$1,100.00
150.	50	CY	ORDINARY BORROW	35.00	\$1,750.00
151.	1,000	CY	GRAVEL BORROW	45.00	\$45,000.00
156.	25	TON	CRUSHED STONE	55.00	\$1,375.00
170.	3,600	SY	FINE GRADING AND COMPACTING	6.00	\$21,600.00
201.	6	EA	CATCH BASIN	5,000.00	\$30,000.00
202.	1	EA	MANHOLE	4,500.00	\$4,500.00
210.*	2	EΑ	SANITARY SEWER MANHOLE	6,000.00	\$12,000.00
220.	1	EA	DRAINAGE STRUCTURE ADJUSTED	450.00	\$450.00
220.2	5	FT	DRAINAGE STRUCTURE REBUILT	400.00	\$2,000.00
220.3	2	EA	DRAINAGE STRUCTURE CHANGE IN TYPE	1,200.00	\$2,400.00
220.5	3	EA	DRAINAGE STRUCTURE REMODELED	1,000.00	\$3,000.00
221.	3	EA	FRAME AND COVER	900.00	\$2,700.00
222.1	4	EΑ	FRAME AND GRATE - MASSDOT CASCADE TYPE	1,000.00	\$4,000.00
223.	1	EA	FRAME AND GRATE (OR COVER) REMOVED AND RESET	500.00	\$500.00
227.3*	5	CY	REMOVAL OF DRAINAGE STRUCTURE SEDIMENT	250.00	\$1,250.00
227.31*	25	FT	REMOVAL OF DRAINAGE PIPE SEDIMENT	10.00	\$250.00
241,12	170	FT	12 INCH REINFORCED CONCRETE PIPE	105.00	\$17,850.00
250.04*	55	FT	4 INCH POLYVINYL CHLORIDE SANITARY SEWER PIPE	35.00	\$1,925.00
250.06*	105	FT	6 INCH POLYVINYL CHLORIDE SÄNITARY SEWER PIPE	100.00	\$10,500.00
303.04*	310	FT	4 INCH SEWER FORCE MAIN	75.00	\$23,250.00
303.12	290	FT	12 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT)	120.00	\$34,800.00
350.12	1	EA	12 INCH GATE AND GATE BOX	4,500.00	\$4,500.00
358.	1	EA	GATE BOX ADJUSTED	250.00	\$250.00
358.1*	1	EA	GATE BOX REMOVED AND STACKED	500.00	\$500.00
367.12*	1	EA	12 INCH CAST IRON PLUG	800.00	\$800.00
369.06	1	EA	6 X 6 INCH TAPPING SLEEVE, VALVE AND BOX	5,000.00	\$5,000.00
371.12*	2	EA	12 INCH COUPLING	1,000.00	\$2,000.00
373.04*	175	FT	4 INCH SEWER FORCE MAIN INSULATION	80.00	\$14,000.00
373.12*	175	FT	12 INCH WATER PIPE INSULATION	75.00	\$13,125.00
376.	1	EA	HYDRANT	7,000.00	\$7,000.00
381.	2	EΑ	SERVICE BOX	300.00	\$600.00
381.3	2	EA	SERVICE BOX ADJUSTED	250.00	\$500.00
402.	250	CY	DENSE GRADED CRUSHED STONE FOR SUB-BASE	80.00	\$20,000.00



5th Street Pedestrian Bridge and Intersection Quantities Proj. #Y19A06.21 Designed by: DVM Checked by: PMF

Date: 02-03-2021 Date: 02-03-2021

STEM NO	QUANTIT Y	UNIT	DESCRIPTION	UNIT PRICE	COST
402.12*	5	CY	DENSE GRADED CRUSHED STONE FOR SHOULDERS	80.00	\$400.00
440.	8,200	LB	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	0.45	\$3,690.00
443.	9	MGL	WATER FOR ROADWAY DUST CONTROL	90.00	\$810.00
451.*	30	TON	HMA FOR PATCHING	250.00	\$7,500.00
452.*	225	GAL	ASPHALT EMULSION FOR TACK COAT	10.00	\$2,250,00
453.*	650	FT	HMA JOINT SEALANT	1.40	\$910.00
450.23*	260	TON	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5)	160.00	\$41,600.00
450.32*	440	TON	SUPERPAVE INTERMEDIATE COURSE - 19.0 (SIC - 19.0)	140.00	\$61,600.00
472.	45	TON	TEMPORARY ASPHALT PATCHING	250.00	\$11,250.00
482.3*	150	FT	SAWING ASPHALT PAVEMENT	3,00	\$450.00
482.31*	60	FT	SAWING & SEALING JOINTS IN ASPHALT PAVEMENT AT BRIDGES	40.00	\$2,400.00
482.4*	20	FT	SAWING CEMENT CONCRETE	5.00	\$100.00
502.	440	FT	GRANITE CURB TYPE VA2 - STRAIGHT	75.00	\$33,000.00
502.1	30	FT	GRANITE CURB TYPE VA2 - CURVED	80.00	\$2,400.00
506.	1,440	FT	GRANITE CURB TYPE VB - STRAIGHT	55.00	\$79,200.00
506.1	150	FT	GRANITE CURB TYPE VB - CURVED	65.00	\$9,750.00
509.	80	FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT	60.00	\$4,800.00
509.1	180	FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - CURVED	65.00	\$11,700.00
514.	1	EA	GRANITE CURB INLET - STRAIGHT	475.00	\$475.00
515.	2	EA	GRANITE CURB INLET - CURVED	500.00	\$1,000.00
517.	2	EA	GRANITE CURB CORNER TYPE B	500.00	\$1,000.00
590.*	100	FT	CURB REMOVED AND STACKED	8.00	\$800.00
591.*	2	EA	CURB INLET REMOVED AND STACKED	45.00	\$90.00
593.*	580	FT	EDGING REMOVED AND STACKED	5.50	\$3,190.00
630.	20	FT	HIGHWAY GUARD REMOVED AND RESET	55.00	\$1,100.00
635.1*	50	FT	HIGHWAY GUARD REMOVED AND DISCARDED	40.00	\$2,000.00
645.148	20	FT	48 INCH CHAIN LINK FENCE (PTR) VINYL COATED (LINE POST OPT.)	40.00	\$800.00
652.048	2	EA	48 INCH CHAIN LINK FENCE END POST	500.00	\$1,000.00
666.	30	FT	CHAIN LINK FENCE REMOVED AND RESET	65.00	\$1,950.00
697.	950	FT	SEDIMENTATION FENCE	8.00	\$7,600.00
697.1	8	EA	SILT SACK	200.00	\$1,600.00
701.	800	SY	CEMENT CONCRETE SIDEWALK	70.00	\$56,000.00
701.1	100	SY	CEMENT CONCRETE SIDEWALK AT DRIVEWAY	75.00	\$7,500.00
701.2*	250	\$Y	CEMENT CONCRETE WHEELCHAIR RAMP	120.00	\$30,000.00
701.21	210	SY	ADA RAMP ASSEMBLY AT BRIDGE ABUTMENT	240.00	\$50,320.00
702.	100	TON	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY	180.00	\$18,000.00
707.1*	2	EA	PARK BENCH	3,000.00	\$6,000.00
707.2*	1	EA	TRASH RECEPTACLE	2,000.00	\$2,000.00
707.8*	15	EA	STEEL BOLLARD	1,250.00	\$18,750.00
707.9*	1	EA	BICYCLE RACK	1,000.00	\$1,000.00
748.	1		MOBILIZATION	45,900.00	\$45,900.00
751.	200	CY	LOAM BORROW	65.00	\$13,000.00



5th Street Pedestrian Bridge and Intersection Quantities

Proj. #Y19A06.21 Designed by: DVM Checked by: PMF

Date: 02-03-2021 Date: 02-03-2021

	QUANTIT			UNIT	
ITEN NO	Υ	UNIT	DESCRIPTION	PRICE	CO5T
765.	1,250	SY	SEEDING	2.00	\$2,500.00
767.8	310	EA	BALES OF HAY FOR EROSION CONTROL	18.00	\$5,580.00
806.2	210	FT	2 INCH ELECTRICAL CONDUIT TYPE RM - GALVANIZED STEEL	55.00	\$11,550.00
811.22	2	EA	ELECTRIC HANDHOLE - SD2.022	1,200.00	\$2,400.00
813.80*	1	EA	SERVICE CONNECTION (OVERHEAD)	6,500.00	\$6,500.00
824.53*	2	EA	SOLAR POWERED CROSSWALK FLASHING BEACON	8,000.00	\$16,000.00
832.	140	SF	WARNING-REGULATORY AND ROUTE MARKER - ALUM. PANEL (TYPE A)	14.00	\$1,960.00
847.1	8	EA	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	140.00	\$1,120.00
852.	250	SF	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	24.50	\$6,125.00
853.1	5	EA	PORTABLE BREAKAWAY BARRICADE TYPE III	150.00	\$750.00
853.2	50	FT	TEMPORARY BARRIER	55.00	\$2,750.00
853.21	50	FT	TEMPORARY BARRIER REMOVED AND RESET	15.00	\$750.00
854.016	3,170	FT	TEMPORARY PAVING MARKINGS - 6 IN. (PAINTED)	0.45	\$1,426.50
856.	607	UD	ARROW BOARD	11.00	\$6,677.00
856.12	120	UD	PORTABLE CHANGEABLE MESSAGE SIGN	25.00	\$3,000.00
864.04	70	SF	PAVEMENT ARROWS AND LEGENDS REFL. WHITE (THERMOPLASTIC)	10.00	\$700.00
866.06	730	FT	6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	1.35	\$985.50
866.12	1,020	FT	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	4.00	\$4,080.00
867.06	2,440	FT	6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	1.35	\$3,294.00
874.	3	EΑ	STREET NAME SIGN	130.00	\$390.00
874.2*	1	EA	TRAFFIC SIGN REMOVED AND RESET	170.00	\$170.00
874.4*	2	EA	TRAFFIC SIGN REMOVED AND STACKED	50.00	\$100.00
930.1*	1	LS	REMOVE EXISTING BRIDGE STRUCTURE	50,000.00	\$50,000.00
930.2*	1	LS	REMOVE CONCRETE, STRUCTURAL CONCRETE, ABURMENTS AND RETAINING WALL REP.	80,000.00	\$80,000.00
930.3*	1	LS	STRUCTURAL REINFORCED CONCRETE ABUTMENTS	52,500.00	\$52,500.00
930.4*	1	LS	STRUCTURAL MICRO PILES	42,000.00	\$42,000.00
930.5*	1		CONCRETE BRIDGE DECKING	31,500.00	\$31,500.00
930.6*	1	- 15	PREFAB BRIDGE STRUCTURE AND ASSEMBLY (MODIFIED BOW TRUSS MAIN SPAN) 153	275,000.00	\$275,000.00
930.7*	1		FEET LONG BRIDGE INSTALLATION	20,000.00	\$20,000.00
JJG.7	•	43	ALTINOS SESTIMATE CAPITY STEELS	,	,,

Subtotal: \$1,572,708.00

10% Construction Engineering:

\$157,270.80

10% Construction Contingency:

\$157,270.80

\$1,887,249.60

Uniformed Traffic Officer Control

\$38,400.00

Sanitary Sewer Pump Station, Controls, Valve Pit & Wet Well

\$450,000.00

Grand Total:

Subtotal:

\$2,375,649.60

\$1,925,649

*-Denotes item has special provision

Grant 2,163,000 enswerny-232,600 OPCC -1925,649

J: Wnatymin\Town of Montague\Cenal District\Estimats\OPCC.xtm.



WendyB-Montague Board of Selectmen

From:

Walter Ramsey - Montague Planner

Sent:

Thursday, March 18, 2021 2:13 PM

To:

WendyB-Montague Board of Selectmen; StevenE - Montague Town Administrator

Subject:

RE: 3/22 Agenda items- Canal District Gateway Improvement Project

Attachments:

RRP_Community Agreement Form (003).docx

I have a couple more items to tag on for 3/22:

Downtown Turners Falls Rapid Recovery Plan

- Review of Project Scope, announce Downtown Business Owner Survey for Recovery Plan
- Designate Town Planner as community representative for Downtown Turners Falls Rapid Recovery Plan

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

From: Walter Ramsey - Montague Planner Sent: Wednesday, March 17, 2021 6:21 PM

To: WendyB-Montague Board of Selectmen <selectscty@montague-ma.gov>; Steve Ellis (townadmin@montague-

ma.gov) <townadmin@montague-ma.gov>

Subject: 3/22 Agenda items- Canal District Gateway Improvement Project

Wendy,

please include these items and materials for the 3/22 agenda

Canal District Gateway Improvement Project:

- Review Permitting design plans and project budget and schedule
- Authorize final permitting submittals to Conservation Commission, MassDOT and FERC

Pages 1, 6, 7 and 10 are the most relevant from the plans. Let me know if you would like me to print them out on 11x17.

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



Community Agreement: Rapid Recovery Plans

Section 1: Study Area Definition

The study area has been clearly defined and is illustrated in a GIS shapefile (in adherence to GIS Fileshare standards).

Section 2: Study Area Name

The study area name (to be used in the business survey tool) is as follows: Downtown Turners Falls

Section 3: Schedule & Program Milestones

This Community Agreement adheres to the schedule and program milestones outlined in the Plan Facilitators agreement with the Commonwealth of Massachusetts as follows:

Scope	Timeframe	Deliverables		
Phase 1: Diagnostic	5-7 weeks	Kick off meeting, Community		
		Agreement, define study area, Public		
		Presentation; promote state-wide		
		business owner survey, Baseline		
		Data		
Phase 2: Project	5-7 weeks	Coordination with community,		
Recommendations		SME(s) if applicable, Public		
		Presentation; Project List		
Phase 3: Plans	4-6 weeks	Coordination with community and		
		SME(s), Final Plan Draft and 1		
		revision		

Section 4: Rapid Recovery Plan Overview

Phase 1: Outreach & Diagnostic

- A. Community to provide:
- 1) Regular engagement with Plan Facilitator
- 2) Support for outreach to key stakeholders via introductions via email or in person
- 3) Provide a walking and/or driving tour of the district (with adherence to COVID protocols)
- 4) Support for distribution of business surveys to all businesses/cultural institutions in the district.

Discuss outreach strategy to non-english/non-spanish speaking businesses.

- 5) Provision of any/all background document available and deemed necessary by the Plan Facilitator
- 6) Sponsor and help promote community engagement and presentation of findings at the conclusion of Phase 1
- B. Plan Facilitators to provide:
- 1) Conduct 4 (no. of) site visit(s)



2)

Lead stakeholder/community outreach

	3)	Collect baseline data for submission to Commonwealth					
Phase 2: Project Recommendations							
	Commu 1)	unity to provide: Feedback and engagement on Project Recommendations					
	Plan Fa 2) 3) 4)	cilitator to provide: Opportunities for community to provide feedback of Project Recommendations Solicit input from Subject Matter Expert, if applicable Final List of (8-10) Project Recommendations					
	Phase	3: Rapid Recovery Plan					
	A. 1)	Community to provide: Feedback on Draft Rapid Recovery Plan in a timely manner (within 10-14 days)					
	B. 1)						
		ved on Date: nunity Representative					
	Signatu	ire					
	Munici	pality or Organization					
	Plan F	acilitator					
	Signatu						
		pality or Organization					
30							

(10)

WendyB-Montague Board of Selectmen

From:

DebB-Montague Town Clerk

Sent:

Thursday, March 18, 2021 2:50 PM

To:

WendyB-Montague Board of Selectmen

Subject:

Annaul Town Election - Date Change

Hi Wendy,

Would you please put me onto the Selectboard's agenda for Monday, March 22nd to discuss and to possibly vote to postpone the annual town election from Tuesday, May 18th to another date before the end of this fiscal year.

I have already reached out to FCTS and June 22nd is open.

Thank you, Deb

Дев

Debra A. Bourbeau, CMMC
Montague Town Clerk
1 Avenue A
Turners Falls, MA 01376
(413)863-3200, ext. 203 general office, ext. 104 desk phone
(413)863-3224 Fax
townclerk@montague-ma.gov
www.montague-ma.gov

Monday, Tuesday & Thursday: 8:30 am to 5:30 pm

Wednesday: 8:30 am to 6:30 pm

Friday: Town Hall is Closed

Register to vote at: <u>www.RegisterToVoteMA.com</u>

Absentee Voting: https://www.sec.state.ma.us/ele/eleabsentee/absidx.htm

253 Farmacy Summary of Expense

as of March 18, 2021

Due to Town Town Administration \$ 12,469.50 Police \$1,542.28 Total to Town \$ 14,011.78 Due to TF Fire Dept \$ 5,538.12

Pivot Table of Town Admin Detail

Row Labels	Sum of Total
KP Law	3814
Multiple	400.4
Planning	1567.787
Selectboard	2433.327
Town Administrator	4253.99
Grand Total	12469.504

Cannabis Impact Fee Stabilization Fund

Current Account Balance		\$198,883.83		
Town Re	imbursement	\$	14,011.78	
TFFD Rei	mbursement	\$	5,538.12	
Balance		\$	179,333.93	