MONTAGUE SELECTBOARD MEETING Town Hall, 1 Avenue A, Turners Falls, MA 01376

Monday, October 4, 2021

Join Zoom Meeting: https://us02web.zoom.us/j/83608585489

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

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 inperson 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:
 - Selectboard Meeting September 22 and 27, 2021
- 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. 6:31 Liquor License Hearing, Element Brewing Company, LLC, 16 Bridge Street, Millers Falls
 - Request alteration of licensed premises that would give permanent approval to the 29' x 17' (493 sq. ft) outdoor patio area to the north-east of the building that was granted temporary approval during the COVID emergency. If approved, it would connect it to the approved 26'6" x 17' patio area, 945.2 total sq. feet, adding an additional 28 seats outside; tables and seats will be built from reclaimed materials. Current location is approximately 9,300 square feet (total building) with 1100 square feet as public area. One front entrance, one side emergency exit and one rear emergency exit.
- 5. 6:40 Personnel Board
 - Change hire date for Roy Dennis, DPW Mechanic to 10/5/21 (was 10/12/21)
- 6. 6:45 Montague Board of Health
 - Review of Montague COVID Case Counts and Trends
 - Review Notice of COVID-19 Emergency Order: Indoor Mask Requirements
 - Discuss any other needed response to COVID situation
- 7. 7:00 Suzanne LoManto, Assistant Town Planner
 - Execute \$20,000 MassHumanities "Expand Massachusetts Stories" Grant to RiverCulture

MONTAGUE SELECTBOARD MEETING Town Hall, 1 Avenue A, Turners Falls, MA 01376 Monday, October 4, 2021

- 8. 7:05 Use of Peskeompskut Park: Alyssa Comeau, TFHS/GFMS, Musical Performance, November 14, 2021, 11:00 AM to 4:00 PM
- 9. 7:10 Use of Public Property: Vanessa Tierney, The Secret of Sinchanee, LLC, use of parking spaces in front of Shea Theater for limousine drop off, October 9, 2021 6:30 PM to 11:00 PM
- 10. 7:20 Jeff Singleton, FRTA Representative
 - FRTA Advisory Board Meeting Updates
- 11. 7:30 Town Administrator's Report
 - Town Meeting Logistics
 - Designate Capital Improvements Committee as Reviewers of the 500 Avenue A RFP
 - Update on Blue Shed Disposition
 - Update on CARES spending/requests
 - Topics not anticipated in 48 hour posting
- 12. 7:45 Executive Session: To discuss strategy with respect to potential litigation where an open meeting may have a detrimental effect on the bargaining or litigating position of the Town, pursuant to G.L. c 30A, Section 21(a)(3)

Other:

- Anticipated Next Meeting Date: Monday, October 18, 2021 at 6:30 PM
- Special Town Meeting, Saturday, October 16, 2021, 10:00 AM, Franklin County Tech School, 82 Industrial Blvd., Turners Falls



Montague Reporter:

Please publish the following as a legal notice on Thursday, September 23, 2021.

PUBLIC HEARING

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that Element Brewing Company, LLC, d/b/a Element Brewing Company, Daniel Kramer as manager, with a Pouring Permit, Farmer Brewery (Malt Beverages Only) has applied for an alteration of Licensed Premises at 16 Bridge Street, Millers Falls, MA. The proposed alteration would give permanent approval to the 29' x 17' (493 sq. ft) outdoor patio area to the north-east of the building that was granted temporary approval during the COVID emergency. If approved, it would connect it to the approved 26'6" x 17' patio area, 945.2 total sq. feet, adding an additional 28 seats outside; tables and seats will be built from reclaimed materials. Current location is approximately 9,300 square feet (total building) with 1100 square feet as public area. One front entrance, one side emergency exit and one rear emergency exit.

Date and place of hearing: Monday, October 4, 2021 at 6:31 P.M. at the Town Hall, Selectmen's Meeting Room, One Avenue A, Turners Falls and via ZOOM

Montague License Commissioners



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

AMENDMENT-Change or Alteration of Premises Information

☐ Change of Location

- Chg of Location/Alteration of Premises Application
- Financial Statement
- · Vote of the Entity
- · Supporting financial records
- Legal Right to Occupy
- Floor Plan

1. BUSINESS ENTITY INFORMATION

Entity Name

- Abutter's Notification
- Advertisement

⋈ Alteration of Premises

 Chg of Location/Alteration of Premises Application

ABCC License Number

- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan

Municipality

- Abutter's Notification
- Advertisement

Element Brewing C	Mont	ague	9	FB-69				
Please provide a nai	rrative overviev	v of the transaction(s) beir	ıg ap	plied for. Attach	n additional pages, if ne	ece.	ssary.	
Applying to make pe property.	rmanent the out	door seating area previously	appro	oved under the Co	ovid-19 emergency provi:	sior	n. All of which is located on private	
APPLICATION CON The application co Name	NTACT ntact is the pe	rson who should be con Title	tacte	ed with any qu Email	estions regarding this	ap	oplication. Phone	
Daniel Kramer	Member		info@elementb		413-835-6340			
2. ALTERATION 2A. DESCRIPTION OF Please summarize	OF ALTERATIO		ight	any specific ch	anges from the last-a	арр	roved premises.	
2A. DESCRIPTION O	OF ALTERATIO	<u>NS</u>	ight	any specific ch	anges from the last-a	ממנ	roved premises.	
previously approve	d area on the so	oor area on the northern s outh side of the front of th			e building and connec	ting	g it to the 26'6" X 17'	
2B. PROPOSED DESC Please provide a con outdoor areas to be	nplete descript		ises, i quare	including the no e footage. You n	umber of floors, numbe nust also submit a flooi	er o r pl	f rooms on each floor, any an.	
Ground level outd	oor space con	nprised of 493 square fe	et lo	cated in the fr	ont of the building.			
Total Sq. Footage	Sq. Footage 493 Seating			28	Occupancy	Number 30		
Number of Entrances 2 Number of Exits 2 Number of Floors 1					ors 1			



Town of Montague Personnel Status Change Notice

Authorized Signature:		Employee # 1982			
General Information:					
alls.		12:			
Full name of employee:	Roy Dennis	Department: <u>DPW</u>			
Title: Mechanic	Effective dat	e of change: 10/5/2021			
New Hire:					
Permanent:YN	If temporary, estima	ted length of service:			
Hours per Week:	Union:				
Pay: GradeStep _	Wage Rat	e: <u>(annual/daily/hourly)</u>			
Board Authorizing:		Date of Meeting:			
Grade/Step/COLA Change	:				
Union: U.E.					
Old Pay: GradeStep	Wage Rate: \$	(annual/daily/hourly)			
New Pay: GradeStep	Wage Rate: \$	(annual/daily/hourly)			
Termination of Employmen	nt:				
Resignation:		Involuntary Termination:			
		,			
Other:					
Unpaid Leave of Abse	ence	Termination Date:			
Unpaid Sick Leave		Termination Date:			
X Other/Specify: Change 10/12/	<u>te hire date from</u> 2021 to 10/5/2021	Termination Date:			
Copies to:Employee Treasurer	Department Accountant	Board of Selectmen Retirement Board			



Town of Montague Office of the Selectboard One Avenue A

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

Turners Falls, MA 01376

COVID-19 EMERGENCY ORDER: Indoor Mask Requirements

WHEREAS, the so-called 2019 Novel Coronavirus (COVID-19) is a highly contagious and potentially fatal respiratory disease, the prevalence of which is resurgent due to emergence of the so-called Delta Variant in Montague, Franklin County, and the Commonwealth of Massachusetts; and,

WHEREAS, the Center for Disease Control has determined that the proper use of properly fitted and constructed masks by both vaccinated and unvaccinated persons in indoor locations can substantially reduce the incidence of transmission and serious illness; and,

WHEREAS, the Montague Selectboard has determined that immediate action is needed in order to reduce the prevalence of COVID-19 within Montague and surrounding communities; and,

WHEREAS, the Montague Selectboard voted on September 27, 2021 to require that masks be worn in all private and public indoor spaces that are open to the public;

NOW THEREFORE, the Montague Selectboard declares that all persons shall wear a face mask suitable to mitigate the spread of COVID-19 in all indoor public spaces and private indoor spaces that are open to the public, except as indicated below:

- 1. While eating or drinking;
- 2. While working, other than to prepare food or meals in a room or office that is not open to visitors in which all persons present can maintain a 6-foot distance from other individuals;
- 3. While engaging in an activity during which it is unsafe or impossible to wear a mask or face covering;
- 4. Children who are 5 years of age or under;
- 5. Persons with a medical condition or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing to a dangerous extent, or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;



Town of Montague Office of the Selectboard

One Avenue A Turners Falls, MA 01376 Phone (413) 863-3200 ext. 108 FAX (413) 863-3231

- 6. Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
- 7. Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
- 8. Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

This order shall be effective beginning Monday, October 4, 2021, and remain in effect until further notice. The order may be further considered, modified, or rescinded by the Montague Selectboard at any future scheduled public meeting.

Richard Kuklewicz, Selectboard Chair

Christopher Boutwell, Vige Chair

Matthew Lord, Secretary

9/29/2021

Date

Date

9/29/202/

Date



WendyB-Montague Selectboard

From:

River Culture

Sent:

Thursday, September 30, 2021 10:36 AM

To:

WendyB-Montague Selectboard

Subject:

Select Board Agenda 10-4

Wendy,

Please give me up to 5 minutes to discuss the Mass Humanities Grant. Rich needs to sign.

"Suzanne LoManto announces that RiverCulture received a \$20,000 MassHumanities "Expand Massachusetts Stories" Grant.

The grant will be used to develop the Peskeompskut Audio Tour, a self-guided tour that connects the listener to personal and historic narratives by Indigenous partners by-way of cell phone technology. Funding will support the writing and recording of these narratives, costs associated with the app, and advertising. Chair is asked to sign the contract."

-Suzanne

Grant Title: Peskeompskut Audio Tour

Grant #: 145-21

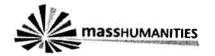
PO: JA

Amount Requested: \$20,000.00

Sponsoring Organization: RiverCulture/ Town of Montague 1 Avenue A Turners Falls, MA 01376

Contact Information: Suzanne LoManto 1 Avenue A Turners Falls, MA 01376

riverculture@montague-ma.gov



FollowUp Form

Grant Overview

Project Title*

Title of Project

Peskeompskut Audio Tour

Amount Awarded

\$20,000.00

Grant Number

145-21

Grant Period Start Date

10/04/2021

Grant Period End Date

The date listed here will become your final report deadline.

08/07/2022

Terms and Conditions

For your records, you may download a pdf of this agreement by selecting "Follow Up Packet" in the upper right hand corner of your screen.

This agreement is made between Mass Humanities (the Massachusetts Foundation for the Humanities, known also as the Foundation) and the Grantee (the organization named above as the recipient of the grant or its fiscal sponsor as identified in the project proposal, also commonly known as the Subrecipient) to govern the terms of the grant made by Mass Humanities as of the date hereof for the project identified above and associated with the grant number above, which is more particularly described in the Grantee's project proposal. Below are the terms and conditions of the grant award. Please read them carefully. This is a legally binding agreement, and the Grantee should understand that acceptance of an award creates a legal duty on the part of the Grantee to use the funds in accordance with the terms of the grant and to comply fully with all provisions and conditions.

Definitions

As used throughout this grant document, the following terms shall have the meaning set forth below:

- 1. The term "Foundation" means the Massachusetts Foundation for the Humanities, dba Mass Humanities.
- 2. The term "grantee" means the organization/institution/group/fiscal sponsor named in the grant award letter as the recipient of the grant, also known as the subrecipient.
- 3. The term "project" is the identified activity or program approved by the Foundation for support.
- 4. The term "grant period" means the period of time specified in the grant award (see grant period start date and end date above) and/or approved extension change request during which project costs may be charged against the grant.

General

This award from Mass Humanities is a subaward of the Massachusetts Cultural Council. The Grantee will use this award for only for the project purposes set forth in the proposal as originally approved or subsequently amended.

The total payment by the Foundation to the Grantee will not exceed the amount set forth in the original grant award letter or written modification thereof. With respect to the award,

- The Grantee certifies that the project will be non-profit in nature.
- The Grantee agrees to spend grant funds only on federally allowable expenses occurring within the grant award period (see above for the dates when the grant period begins and ends). Grant funds may NOT be used for any of the following: lobbying; fundraising; the endowment of capital campaigns; debt or deficit reduction; the purchase of land or facilities; the cost of construction or renovation; the purchase of alcohol; or other unallowable costs for Federal Grants (see 2 CFR 200, Subpart E Cost Principles). Costs for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are also unallowable (see 2 CFR Part 230).
- The Grantee agrees not to seek or receive Federal Funds for the same expenditures incurred in connection with this grant.
- Project amendments must be submitted online via an extension/change request form by the project director for written approval by the Foundation.
- Significant changes requiring such action include:
 - o Changes of project purpose, scope, activities or schedule.
 - o Changes in the major personnel identified in the approved proposal.
 - Changes in the duration of the grant period. (Changes should be requested at least 30 days prior to the termination of the grant period).
 - Changes in any budget line item in the Foundation grant column which exceed \$500 or changes which introduce or eliminate a category of expenditure. Within the limitation the grantee may shift funds from one line item to another without prior approval of the Foundation, but any such shifts shall be reported to the Foundation in the next fiscal report.
 - Subcontracting or transferring substantive project work.
- Commitment of grant funds, and of such non-Foundation funds as are required, must be incurred during the grant period. Such commitment must relate to goods or services provided and utilized within the grant period.
- Funds remaining uncommitted at the termination of the grant period must be returned to Mass Humanities within thirty (30) days. Such funds should be sent with the final report by a check payable to "Mass Humanities." In those unusual circumstances when interest accrues on Foundation funds, the interest must also be remitted by check to the Foundation.

Unless it is a municipality, or state or federally recognized tribal government, the Grantee certifies that the organization receiving the grant funds (the Grantee or its fiscal sponsor) is a currently tax-exempt non-profit 501(c)3 organization, that is has timely filed all reports, and that it has not received any notice or information that the determination letter it has received from the IRS has been, or is likely to be, revoked or suspended.

Grant funds may not be used for the advocacy of any partisan, political, or religious purpose, including any particular program of social or political action or any particular public policies or legislation.

Payment and Reporting

- The Foundation funds will be sent to the Grantee in two to three installments of the Amount Awarded (above), depending on the size of the award. Grantees should review their award notification for their payment schedule.
- If the Grantee fails to complete its final reporting requirements, the Foundation may, at its
 discretion declare the Grantee ineligible for future grants from the Foundation for a period of 5
 years

Termination and misapplied funds

In the case that the Grantee fails at any point to fulfill the terms of the grant award, the Foundation may, at its discretion after consultation with the Grantee, terminate on 30 days written notice any grant, in whole or in part, and may move for the return of funds already granted. The Grantee agrees to furnish the Foundation, within 30 days after the date of termination, an itemized accounting of funds expended, obligated, and remaining under the grant. The Grantee also agrees to remit within 30 days after the receipt of a written request therefore any amount determined to be due.

If Mass Humanities determines that the Grantee has misapplied any of the grant funds, Mass Humanities has an ownership interest in any money or property acquired through the use of the misapplied funds. The Grantee must repay misapplied funds to Mass Humanities.

In the case that the Grantee fails to submit a completed final report within 90 days after the end of the grant period, the Foundation may, at its discretion, declare the Grantee ineligible for subsequent grants from the Foundation for a period of five years.

Indemnification

As part of the terms of this contract, the Grantee agrees to hold the Foundation, the Massachusetts Cultural Council, and their employees and agents harmless. The Grantee also agrees to defend and indemnify the Foundation, the Massachusetts Cultural Council, and their employees and agents against all claims, actions, liability, damage, loss, and expense, including attorney fees, in any matter arising (or alleged to have arisen) from acts or omission by you, the Grantee, your employees, agents, and sub-contractors in connection with the grant.

To protect its interests, Mass Humanities strongly recommends that the Grantee develop written agreements whenever services or goods are to be provided to the Grantee by others.

Publicity and rights

The Grantee will acknowledge Mass Humanities and the Massachusetts Cultural Council (MCC) in written and promotional materials related to this grant and make sure to include the Mass Humanities logo and the MCC logo. Below is sample language:

"Funding from Mass Humanities has been provided through the Massachusetts Cultural Council."

"This program is made possible by a grant from Mass Humanities, which provided funding through the Massachusetts Cultural Council (MCC)."

The grantee will recognize Mass Humanities and MCC in appropriate social media posts crediting funders and partners, including posts on Twitter, Facebook, blogs and other channels.

Whenever feasible, the Foundation should be referred to as "Mass Humanities, state-based affiliate of the National Endowment for the Humanities." In web-based and email publicity and announcements, either the words "Mass Humanities" or the Foundation's logo shall be hyper-linked to our website's home page at www.masshumanities.org.

The Grantee also agrees to recognize Mass Humanities and MCC as donors in their current fiscal year. The nature of the acknowledgement should reflect the Grantee's policies and practices for recognizing

donors at various levels of financial support.

Finally, the Grantee agrees to inform elected officials (via letter, email, or a phone call) that you received this funding. Because the Massachusetts Cultural Council is funded by the State of Massachusetts, officials notified should include your state legislator and state senator (based on the location of your organization).

The Foundation reserves a non-exclusive license to use and reproduce for government or public purposes, without payment, any publishable matter, including copyrighted matter, arising out of grant activities where the government or the Foundation deems it in its interest to do so.

Upon request the grantee shall furnish to the Foundation free of charge two copies, or streaming access to, of any films, video recordings, audio recordings, slides, or any other audio-visual materials made as a part of or as an outgrowth of the project provided this does not entail costs in addition to those set forth in the approved project.

Grant Agreement Links

Where links to federal regulations or other requirements are provided above or in the Grant Agreement Addendum, you are responsible for reading and complying with the full text of that regulation or requirement. If links are broken, and you are otherwise unable to find the full text, please contact us before signing this agreement and we will provide the information to you.

Grant Agreement Addenda*

Please review the additional terms of our grant agreement here.

I have reviewed the Addenda.

Acceptance of Terms & Conditions*

Receipt of Mass Humanities' funding is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below the Grantee agrees to accept and comply with the stated terms and conditions of this grant. Grant checks will be sent via US Mail or e-payment upon receipt and review of this signed grant agreement.

I accept the grant terms and conditions.

Authorizing Official's First and Last Name

Richard Kuklewicz

Authorized Signature*

The electronic signature on this document of the person authorized to make legal contracts for Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name and Title, followed by the Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee.

If you prefer to a signify your agreement by signing a physical copy you may download a pdf of this agreement, sign it, and upload it to the "Optional Signature Upload" space below.

Name*

[Unanswered]

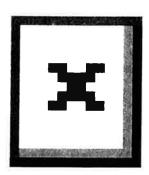
Date*

10/04/2021

Job Title at Grantee Organization*

Chair of the Montague Select Board

Authorized by:



Brian Boyles
Mass Humanities Executive Director

To download a copy of your completed agreement, select the pdf icon "FollowUp Packet" on the upper right of this page.

Optional Signature Upload

Instead of providing an electronic signature, you may download a pdf of your agreement, have the authorizing official sign it, and then upload the signed agreement below.

If you choose to upload a signed pdf instead of providing an electronic signature, make sure to type "see upload" in the electronic signature line.

Grantee Social Media

Facebook page*

Enter the link to your organization or project's facebook page. If you do not have one, put N/A. https://www.facebook.com/RiverCulture

Twitter Handle*

Enter your organization's or project's Twitter handle. If you do not have one, put N/A.

N/A

Instagram Handle*

Enter your organization's or project's instagram handle. If you do not have one, put N/A.

N/A

Other Social Media

Enter any other social media links or handles.

www.riverculture.org

Optional Grantee Survey

Mass Humanities is assessing our role in supporting diversity and best practices in public humanities programming. To help us in that effort, please take a moment to respond to the following brief survey questions. Note: these are not required to complete your grant agreement form

Expand Massachusetts Stories Cohort - Survey

Would you be interested in taking part in a virtual convening of Expand Massachusetts Stories grantees to share projects and explore forming a grantee cohort, coordinated by Mass Humanities?

Yes

Stories Represented - Survey

Will your final project collect, share, or discuss stories of under-represented or historically excluded communities?

Note: We recognize that many communities identify across these categories or do not fit neatly into them. Check all that apply. If Other, please explain. In none, select N/A.

Rural Communities with limited access to humanities institutions and programming

Indigenous Communities

Immigrants and/or Refugees

Members of Low-Income Communities and Families

Other Stories Represented - Survey

By and For - Survey

Are individuals from under-represented or historically excluded communities represented in any of the following areas of program planning and implementation? Select all that apply. If none, select N/A. If other, please explain.

Project director

Lead project staff

Humanities advisor

Researcher

Community advisory board member

Interviewee

Guest speaker

Discussion participant

Story creator

Other By and For Role - Survey

This project is co-directed by David Brule of the Nolumbeka Project. He is of Indigenous decent.

Payment Information

Direct Deposit Through Bill.com Option

Mass Humanities has contracted with Bill.com to manage direct deposit payments. Bill.com allows us to process direct deposit payments quickly and with extra security.

If you select direct deposit through Bill.com, within three weeks you should receive an email from Bill.com with a request to set up a Bill.com account for Mass Humanities. The account creation process requires you either to enter or to confirm your organization's bank account information with Bill.com. To ensure that your Bill.com account links with Mass Humanities' payment process, we recommend that you follow the link in the email to set up your account, instead of going to Bill.com directly.

You can learn about Bill.com accounts here, and about how Bill.com addresses information security and fishing scam concerns here.

If you are concerned that you are receiving an email that is not officially from Bill.com, please feel free to reach out to grants@masshumanities.org.

Please note: if you select payment through Bill.com but do not complete the account creation process, after two attempts to contact you, Mass Humanities will mail a paper check to the address listed for your organization above.

Direct Deposit - Bill.com*

Do you want to receive your award via Bill.com's direct deposit process?

Please note: If you choose to receive a paper check, please double check the address information for your organization. Checks will be sent to this address. If your project is fiscally sponsored, the check will be sent to the fiscal sponsor address listed in the proposal.

No - I prefer to receive a paper check at the address for my organization or fiscal sponsor.

Bill.com Email Address

If you select Direct Deposit through Bill.com please enter the email address you would like associated with your Bill.com account for Mass Humanities. This email address will receive the Bill.com email invitation and any messages from Bill.com about payments.

FollowUp Files

Applicant File Uploads

No files were uploaded

Printed On: 30 September 2021

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Board of Selectmen Town of Montague

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

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

Name of applicant Alyssa Comeau	
Name of business/group sponsoring proposed event if applicable:	
If applicable, number of years your organization has been running this event in Montague? N/A	
Address 222 Turnpike Road, Montague, MA	ž.
Contact phone 413-863-7251 Contact email alyssa.comeau@gmrsd.org	
FID	129
Dates of proposed event Sunday, November 14th Location: Peskeompskut Park/ Common	
Hours_1:00pm-3:00pm Set Up: 11:00am-12:30pm Clean Up: 3:00pm-4:00pm	
Approximate number of people expected to attend 30 people	*
What provisions will be made regarding clean up of site?	the school.
Will the proposed event be: Musical Theatrical Exhibitions Amusements Wedding Other	
Fully & specifically describe content of the proposed exhibition, show and/or amusements:	3. 38
The middle and high school music classes will be presenting a performance. Music selected by me, the music teach	
will be prepared over the next two months and presented in a live concert. Students will be split into small groups songs out of lesson books, original written duets/trios, classical based music, and some pop tunes.	to perform

We will be using the common area that had the small performance building	cover and the grass area directly in f
Lisa back of form or attach a man of the manning in limiting and	
Use back of form or attach a map of the premises indicating parki area(s), vendor area(s), location & number of toilets, location & n garbage storage area, camping area(s), and location of first aid/me	umber of garbage receptacles,
Will vendors be selling:	
□ merchandise	
□ alcohol	
□ other services	-
Fully & specifically describe the extent to which the event and/or safety, health, or order. If serving alcohol, indicate separate serving TIPS trained. (separate license required to serve alcohol)	premises would affect public ng area, approved server i.e.
It should not affect public safety, health or order. Students will be supervis	ed by staff and families will be seate
It should not affect public safety, health or order. Students will be supervis chairs, etc. Describe the appropriate level and nature of security and/or traffic	
chairs, etc. Describe the appropriate level and nature of security and/or traffic and what provisions have been made.	control that would be needed
chairs, etc. Describe the appropriate level and nature of security and/or traffic	control that would be needed
chairs, etc. Describe the appropriate level and nature of security and/or traffic and what provisions have been made. I believe that having one office attend the event would be needed just to needed.	control that would be needed nake sure the area is clear before students of the performers.
Describe the appropriate level and nature of security and/or traffic and what provisions have been made. I believe that having one office attend the event would be needed just to n arrive. I will have staff and volunteer support to help monitor the security	control that would be needed nake sure the area is clear before students of the performers.

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

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

Signature of applicant	
Date	
License fees: Monday – Saturday = \$25.00 per day Sunday = \$50.00	
BOARD OF SELECTMEN – Approval	POLICE CHIEF - Approval / Comments
	
Date:	Date:
BOARD OF HEALTH – Approval / Comments	
·	
Date:	

KLESTER

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/27/2021

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

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

	ODUC	certificate does not confer rights		2 001	moute newel III lied Of St	CONTA						
Berry Insurance						NAMÉ: PHONE (A/C, No, Ext): (508) 528-5200 FAX (A/C, No): (508) 520-6914						
		ward Street, Suite J n. MA 02038							urance.com	(A/C, No):	(300)	920-6314
		, IIIA 02000				ADDRE			177			
									RDING COVERAGE			NAIC #
INS	URED					-		ut ilisurali	ce Company			N/A
	0112						RB:MEGA					IN/A
		Gill-Montague Regional Scl 35 Crocker Avenue	1001	Distr	ict	INSURE						
		Turners Falls, MA 01376				INSURER D:						
ana, an , a lat a						INSURER E :					-	
~		2.050				INSURE	RF:					
	100				E NUMBER:				REVISION NUM			
(ERT	IS TO CERTIFY THAT THE POLICE ATED. NOTWITHSTANDING ANY PARTICIPATE MAY BE ISSUED OR MAY	REQU PEF	JIREM RTAIN	IENT, TERM OR CONDITIOI I. THE INSURANCE AFFORI	N OF A	NY CONTRAI THE POLIC	CT OR OTHER IES DESCRIE	R DOCUMENT WITH SED HEREIN IS SU	H RESPE	CT TO	WHICH THIS
INSF	YOL.	USIONS AND CONDITIONS OF SUCH	ADDI	SUBF	LIMITS SHOWN MAY HAVE	REEN I		PAID CLAIMS	İ			
INSF LTR	X	TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	INSC	SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT		1 000 000
^	 ^			1					EACH OCCURRENCE		\$	1,000,000
	-	CLAIMS-MADE X OCCUR			PE-4633409-10		7/1/2021	7/1/2022	DAMAGE TO RENTE PREMISES (Ea occur	rence)	\$	r100,000
	\vdash								MED EXP (Any one pe	erson)	\$	10,000
	-			1					PERSONAL & ADV IN	JURY	\$	1;000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGA	ATE	\$	3,000,000
	-	POLICY PRO: X LOC							PRODUCTS - COMP/	MP/OP AGG \$		3,000,000
A	_	OTHER:		\vdash					201101150 201015		\$	
Α	\vdash	TOMOBILE LIABILITY							COMBINED SINGLE ((Ea accident)	LIMIT	\$	1,000,000
	X	ANY AUTO			SBA700092510		7/1/2021	7/1/2022	BODILY INJURY (Per	person)	\$	
	_	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per	accident)	\$	
	_	HIRED ONLY NON-SWILL							PROPERTY DAMAGE (Per accident)		\$	
_	_										\$	
Α	_	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE		s	2,000,000
	X	EXCESS LIAB CLAIMS-MADE			UMB-4633409-10		7/1/2021	7/1/2022	AGGREGATE		\$	2,000,000
_		DED RETENTION \$									\$	
В	WOR	RKERS COMPENSATION EMPLOYERS' LIABILITY					7/1/2022	X PER STATUTE	OTH- ER			
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A		WCX3402190021			7/1/2021	E.L. EACH ACCIDENT	г	\$	1,000,000
	(Man	idatory in NH)	"						E.L. DISEASE - EA EN	MPLOYEE	s	1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC	CY LIMIT	\$	1,000,000
					77							
												¥*:
DESC	RIPT	ION OF OPERATIONS / LOCATIONS / VEHICL	.ES (A	CORD	101, Additional Remarks Schedul	e, may be	attached if more	space is requir	ed)			
e: u	Juta	oor Concert										
												æ
												35
CEF	TIF	ICATE HOLDER				CANC	ELLATION					
Town of Montague 1 Avenue A Turners Falls, MA 01376						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHORIZED REPRESENTATIVE							
					Kimberly Lester							
		PATE				Kin	berly	Lester				45





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:	Vanessa Tierney						
Address of applicant:	1137 N Hudson Avenue Los Angeles CA 90038						
Phone # of applicant:	4135227802						
Name of organization:	The Secret of Sinchanee LLC						
Name of legally responsible per	rson: Vanessa Tierney// Steven Grayhm						
Location of assembly:	Shea Theater Arts Center 71 Avenue A, Turners Falls MA 01376						
Date of assembly:	October 9, 2021						
Time of assembly:	Begin: 6:30 PM Event Start End: 11 PM						
Number of expected participant	s:300						
If a procession/parade:							
Route:							
	ected to participate:						
drop o	Use of parking spaces in front of the Shea Theater for limousine off						
Attach a copy of your insurance Individual/\$3Million Group.	ce policy or liability binder indicating a minimum policy of \$1Million						
Police Chief:	Date:						
	Date:						





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2021

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): (888) 202-3007 5 Concourse Parkway contact@hiscox.com Suite 2150 Atlanta GA, 30328 INSURER(S) AFFORDING COVERAGE NAIC# Hiscox Insurance Company Inc 10200 INSURER A: INSURED INSURER B: Vanessa Tierney Photography INSURER C: 1137 N Hudson Avenue Los Angeles, CA 90038 INSURER D : INSURER E : INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER **COMMERCIAL GENERAL LIABILITY** \$ **FACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POLICY LOC PRODUCTS - COMP/OP AGG \$ OTHER: \$ COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$ ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY HIRED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLALIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ lf yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT Α Professional Liability N UDC-4049748-EO-21 01/24/2021 01/24/2022 Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Secret of Sinchanee Move Premiere October 9, 2021 CERTIFICATE HOLDER CANCELLATION Shea Theater Arts Center 71 Avenue A SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Turners Falls MA 01376 THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE cull-

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WendyB-Montague Board of Selectmen

From:

StevenE - Montague Town Administrator

Sent:

Monday, September 27, 2021 9:50 AM

To:

WendyB-Montague Board of Selectmen

Cc:

TomB - Montague Highway Department; Highway Foreman

Subject:

Oct 4 TA business

Hi Wendy

For next Monday please add to the Town Admin's Business:

Update on Blue Shed Disposition

In brief, the DPW has requested time for further consideration of what should be done with the 40' x 60' storage shed (Blue Shed) in the Town Hall parking lot. They are living through their first full year in the new building and are still determining whether it would be better to move the shed up to the new site. Much or all of the exterior may need to be scrapped, but the structure itself appears to be in very good condition. In addition, removal of the building will require some site work to ensure the parking lot in that area is both plowable and useable.

The assumption is that any bids for the building will come in at low or even negative cost, depending on how much we require for site leveling and paving.

Steve

Steven Ellis Montague Town Administrator One Avenue A Turners Falls, MA 01376 413-863-3200 x110 www.montague-ma.gov

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