

# Montague Selectboard

Held Jointly with the Montague Board of Health

## Meeting Materials

August 31, 2020

**SELECTBOARD and BOARD OF HEALTH  
JOINT MEETING NOTICE  
Monday, August 31, 2020**

**Due to COVID-19 Public Participation will be by:**

**Join Zoom Meeting: [https://zoom.us/j/ 95379849293](https://zoom.us/j/95379849293)**

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

**Meeting ID: 953 7984 9293 Password: 783460**

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 Board of Health Chair opens the meeting, roll call taken
3. 6:31 Approve Minutes:
  - Joint Selectboard and Board of Health, August 17, 2020
  - Joint Selectboard, Board of Health, Finance Committee, August 24, 2020
4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 Pole Location Hearing: Letourneau Way
  - Eversource request to install new 45' class 2 pole 110' northerly of existing Eversource pole 69/21 and 14' Easterly of road centerline. This new pole will be used to provide a new electric service for a new home built on lot 14
6. 6:40 Consider Eversource Request for Temporary Access Agreements
  - 39 Lake Pleasant Road in Montague
  - Sandy Lane area
7. 6:45 Montague Assessors' Vacancy (Karen Tonelli)
  - Request Appointment of Barbara Alconada (appointment through next Annual Town Election)
8. 6:50 Discussion of Annual Town Meeting Logistics (Chris Collins, Deb Bourbeau)
9. 7:00 COVID-19 Updates and Action Items
  - Review of any Updated State Guidance or Orders
  - Montague Public Libraries – Review Plan for Reopening to Public Entry

10. 7:10 Personnel Board: Library Appointments
- Increase Scott Schmith from 27.5 to 28.5 hrs/wk
  - Increase Colleen Rauch' from 26 to 26.5 hrs/wk
  - Increase Jill Waitrous from 13 to 13.5 hrs/wk
  - Make Judith Kethcum permanent employee scheduled for 7 hrs/wk
11. 7:20 Accept \$30,000 Library Services and Technology Act (LSTA) Direct Grant for a project entitled "Town-wide Preservation Assessment"
- Execute Grant Agreement with the MA Board of Library Commissioners
  - Execute MA Standard Contract Form
12. 7:25 Police Advisory Group Appointments
- Move to set voting membership of ad hoc police advisory groups at eight members per group, inclusive of one voting Selectboard member per group.
  - Consider and make any appointments as recommended by the Chair
- | <b>Equity and Use of Force</b> | <b>Community Engagement</b> |
|--------------------------------|-----------------------------|
| David Bulley                   | Denise Aiken                |
| Ariel Elan                     | Joanna Mae Boody            |
| Faith English                  | Kathy Burek                 |
| Elliot Ezcurra                 | Natan Cohen                 |
| Deborah Ruth Frenkel           | Thomasina Hall              |
| Richard Hall                   | Kwamane Harris              |
| Maddox Sprengel                | Chris Pinardi               |
| Rich Kuklewicz (SB)            | Michael Nelson (SB)         |
- Discuss Advisory Group Start-up and Next Steps
13. 7:45 Millers Falls Road Bank Erosion Progress Report (Tom Bergeron)
- Interim Plans to Mitigate Problem
  - Consider engineering agreement with Stantec Inc., Inc
14. 7:55 Town Administrator's Report
- Update on FY21 Budget Planning
  - Request to move \$1,000 from CD Discretionary Unallocated (225-5-184-5200) to CD Shea Theater Maintenance (225-5-184-5240) account
  - General Pierce Bridge Update
  - Notice of sewer rate hearing

**Upcoming Meetings:**

Selectboard Meeting, **Tuesday, September 8, 2020, 6:30 PM** via Zoom

RETURN TO:  
 Eversource Energy  
 107 Selden Street  
 Berlin CT 06037  
 Attn: Christopher Soroka

## TEMPORARY ACCESS AGREEMENT

The Town of Montague Selectboard, a municipality located in the county of Franklin, Commonwealth of Massachusetts. (“Grantor”) as owner for the property located at 39 Lake Pleasant Road in Montague, MA, for the agreements set forth below and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby permit and license NSTAR Electric Company dba Eversource Energy (“Grantee”), a Massachusetts corporation having its office at 300 Cadwell Drive, Springfield, MA, (a) to obtain all necessary permits, clear vegetation where appropriate, and utilize the existing access road (“Access Road”) as-is, (b) to improve the existing Access Road if warranted, (c) to pass and repass with vehicles, materials and equipment over and across a strip of land shown on the attached Exhibit A (“Access Road”), over Grantors’ property located at 39 Lake Pleasant Road, Montague MA in order to provide Grantee access to its electric transmission facilities within the 1044, 1113, 1134 & 1632 Line(s) corridor as part of the Montague to Fairmont Rebuild Project (the “Project”).

Grantee shall have the right to access the existing Right of Way (ROW) across or through Grantors’ property and complete the necessary permitting, grading, maintenance, matting and vegetation removal within the limits of the Access Area as presented on the attached Exhibit A. The equipment that may be used and allowed to pass through the property to the ROW includes but is not limited to log trucks, pickup trucks, flatbed trucks, drilling rigs, cranes, utility bucket trucks, a forwarder, utility terrain vehicles (UTVs), pickup trucks (with truck-mounted auger), dump trucks and bulldozers. Grantee’s access shall not interfere with Grantor’s use of the Access Road.

Said Access Areas being a portion of the tracts described in the deeds recorded in Book, 1753, Page 164 of the Franklin County Registry of Deeds.

This Temporary Access Agreement will begin on the date hereof and shall terminate on December 31, 2023 Grantee may request that this Agreement be extended, which request may be granted in the Grantor’s sole discretion.

Grantee agrees to indemnify and hold Grantors harmless against any and all losses, damages, claims, demands and suits (and all reasonable costs and expenses incidental thereto, including court costs and attorney’s fees) that Grantors may suffer to incur or to which it may be made liable (collectively, “Claims”), to the extent that such Claims are caused by Grantee’s operations hereunder, excluding all losses, damages, claims, demands and suits resulting from the negligence or malicious acts or omissions) of Grantors, their agents, employees or representatives.

Grantee will repair or restore the Access Road at its own expense and to the extent of any injury or damage done to the Access Road in connected with Grantee's use of the access area and/or any repair or restoration of said Access Road, the Grantee shall promptly restore the Access Road to substantially the same condition as existed prior to such damage, injury, repair or restoration.

Grantee, and its duly authorized agents, contractors and consultants, shall have access to Grantors' property to carry out the foregoing activities as needed, and upon giving advance 48-hour notice to Ryan DaPonte either by (Cell: 401-741-4514) or (Email:ryan.daponte@gza.com) & Tom Bergeron (Email:hwysupt@montague-ma.gov) of intended entry by telephone, email or other acceptable means.

In the event Grantee breaches this Agreement, Grantor shall have the right to terminate the Agreement upon 30 days written notice.

IN WITNESS WHEREOF the Grantors have executed this document this \_\_\_\_\_ day September 2020.

Signed and delivered in the presence of

Owner: Town of Montague, Selectboard

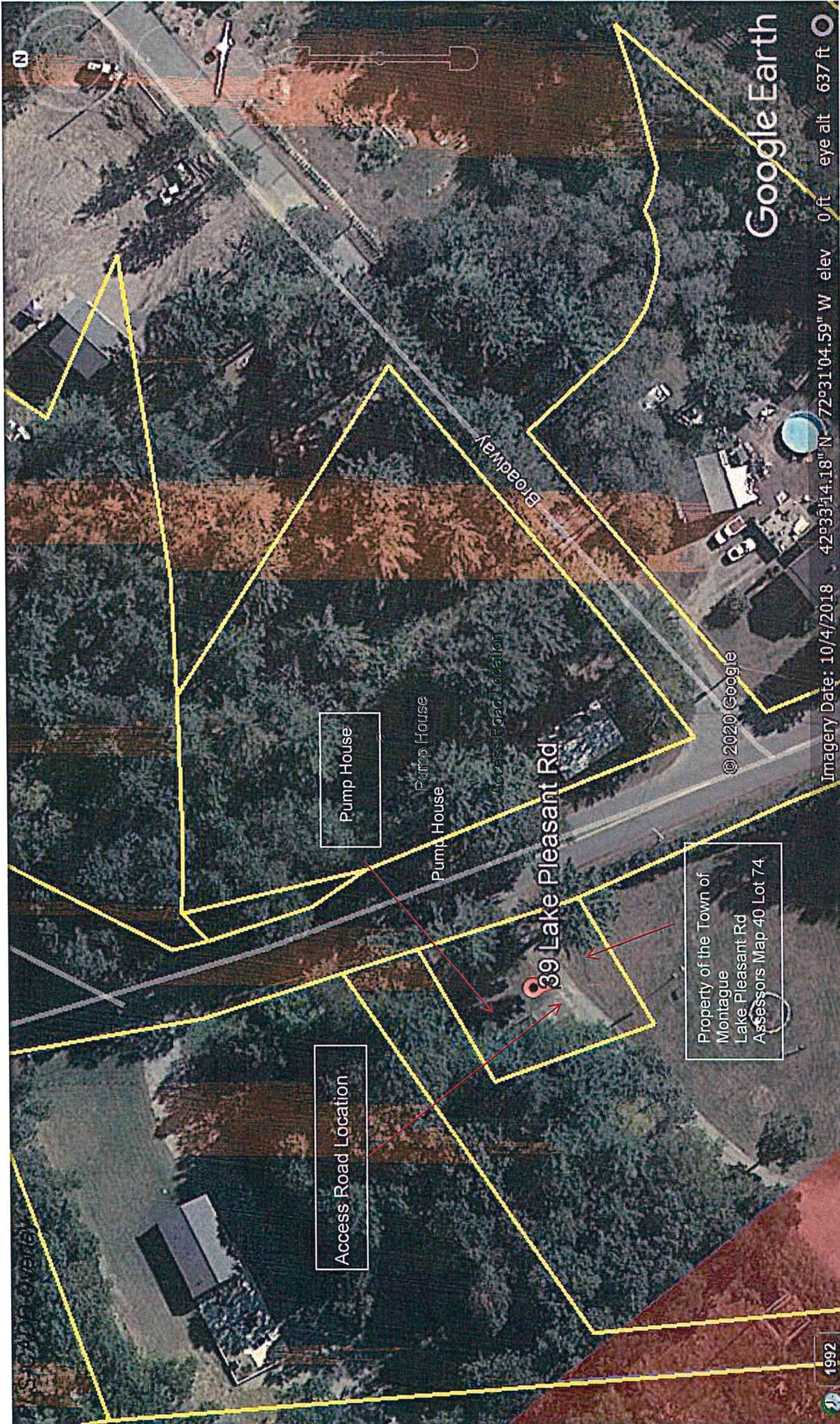
Witness:

Sign: \_\_\_\_\_  
Print: Greg Nugent

By: \_\_\_\_\_  
Richard Kuklewicz  
As: Selectmen

By: \_\_\_\_\_  
Christopher Boutwell  
As: Selectmen

By: \_\_\_\_\_  
Michael Nelson  
As: Selectmen



Google Earth

Imagery Date: 10/4/2018 42°33'14.18" N -72°31'04.59" W elev 0 ft eye alt 637 ft

© 2020 Google

Pump House

Pump House

Access Road Location

39 Lake Pleasant Rd.

Property of the Town of Montague Lake Pleasant Rd Assessors Map 40 Lot 74

Access Road Location

1992

**RETURN TO:**  
Eversource Energy  
107 Selden Street  
Berlin CT 06037  
Attn: Christopher Soroka

### **TEMPORARY ACCESS AGREEMENT**

The Town of Montague Selectboard, a municipality located in the county of Franklin, Commonwealth of Massachusetts. (“Grantor”) as owner for the property located Off Sandy Lane in Montague, MA, for the agreements set forth below and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby permit and license NSTAR Electric Company dba Eversource Energy (“Grantee”), a Massachusetts corporation having its office at 300 Cadwell Drive, Springfield, MA, (a) to obtain all necessary permits, clear vegetation where appropriate, and utilize the existing access road (“Access Road”) as-is, (b) to improve the existing Access Road if warranted, (c) to pass and repass with vehicles, materials and equipment over and across a strip of land shown on the attached Exhibit A (“Access Road”), over Grantors’ property located Off Sandy Lane, Montague MA in order to provide Grantee access to its electric transmission facilities within the 1044, 1113, 1134 & 1632 Line(s) corridor as part of the Montague to Fairmont Rebuild Project (the “Project”).

Grantee shall have the right to access the existing Right of Way (ROW) across or through Grantors’ property and complete the necessary permitting, grading, maintenance, matting and vegetation removal within the limits of the Access Area as presented on the attached Exhibit A. The equipment that may be used and allowed to pass through the property to the ROW includes but is not limited to log trucks, pickup trucks, flatbed trucks, drilling rigs, cranes, utility bucket trucks, a forwarder, utility terrain vehicles (UTVs), pickup trucks (with truck-mounted auger), dump trucks and bulldozers. Grantee’s access shall not interfere with Grantor’s use of the Access Road.

Said Access Areas being a portion of the tracts described in the deeds recorded in Book, 1115, Page 8 & Book, 801, Page 124 of the Franklin County Registry of Deeds.

This Temporary Access Agreement will begin on the date hereof and shall terminate on December 31, 2023 Grantee may request that this Agreement be extended, which request may be granted in the Grantor’s sole discretion.

Grantee agrees to indemnify and hold Grantors harmless against any and all losses, damages, claims, demands and suits (and all reasonable costs and expenses incidental thereto, including court costs and attorney’s fees) that Grantors may suffer to incur or to which it may be made liable (collectively, “Claims”), to the extent that such Claims are caused by Grantee’s operations hereunder, excluding all losses, damages, claims, demands and suits resulting from the negligence or malicious acts or omissions) of Grantors, their agents, employees or representatives.

Grantee will repair or restore the Access Road at its own expense and to the extent of any injury or damage done to the Access Road in connected with Grantee's use of the access area and/or any repair or restoration of said Access Road, the Grantee shall promptly restore the Access Road to substantially the same condition as existed prior to such damage, injury, repair or restoration.

Grantee, and its duly authorized agents, contractors and consultants, shall have access to Grantors' property to carry out the foregoing activities as needed, and upon giving advance 48-hour notice to Ryan DaPonte either by (Cell: 401-741-4514) or (Email:ryan.daponte@gza.com) & Tom Bergeron (Email:hwysupt@montague-ma.gov) of intended entry by telephone, email or other acceptable means.

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IN WITNESS WHEREOF the Grantors have executed this document this \_\_\_\_\_ day September 2020.

Signed and delivered in the presence of

Owner: Town of Montague, Selectboard

Witness:

Sign: \_\_\_\_\_

Print: Greg Nugent

By: \_\_\_\_\_

Richard Kuklewicz

As: Selectman

By: \_\_\_\_\_

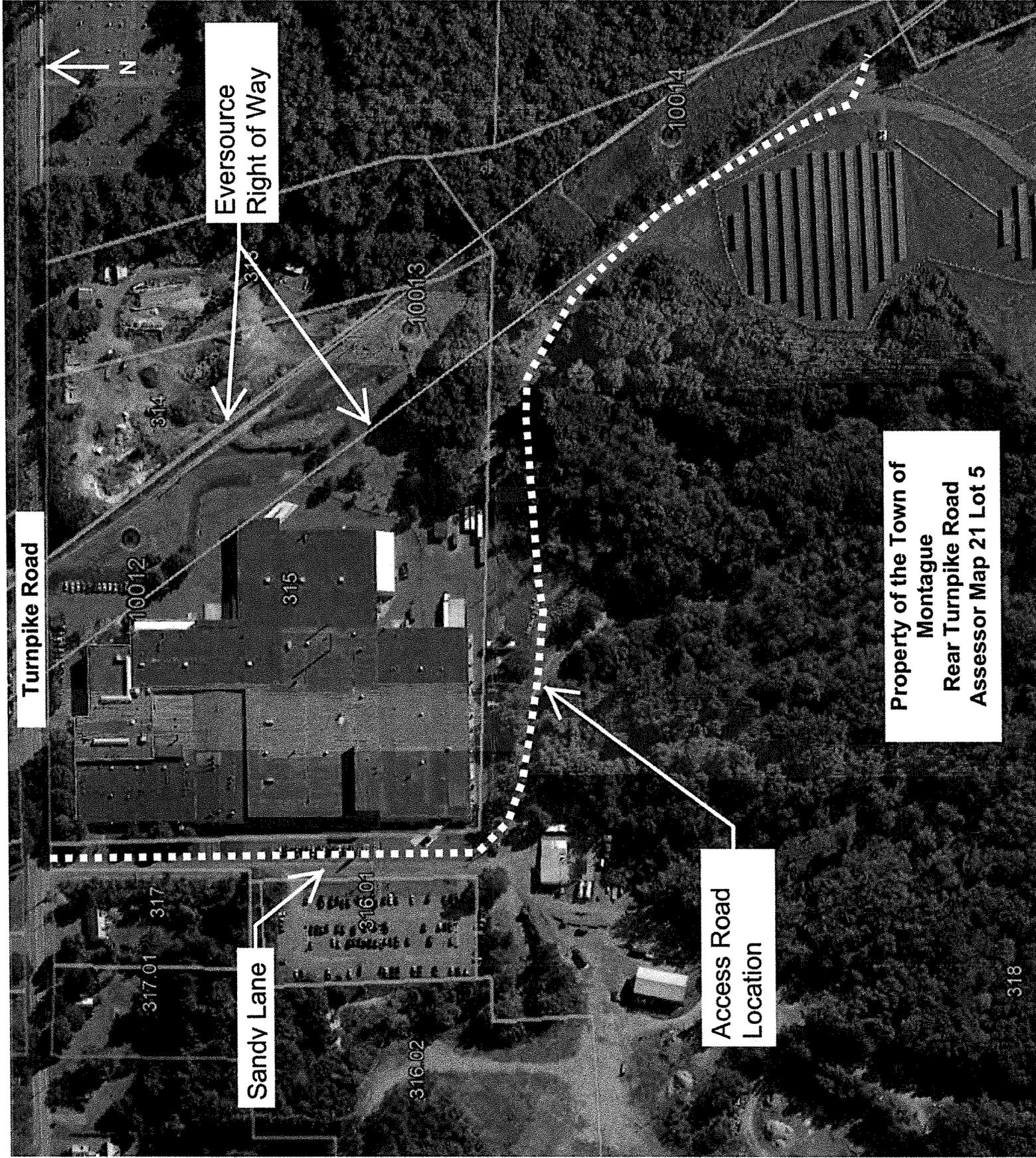
Christopher Boutwell

As: Selectman

By: \_\_\_\_\_

Michael Nelson

As: Selectman



Turnpike Road

Eversource  
Right of Way

Sandy Lane

Access Road  
Location

Property of the Town of  
Montague  
Rear Turnpike Road  
Assessor Map 21 Lot 5





**MONTAGUE BOARD OF ASSESSORS**

ONE AVENUE A, TURNERS FALLS, MA 01376

413-863-3200 X204

Fax 413-863-3228

*Paul J. Emery, Chairman*

Ann M. Cenzano

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Karen M. Tonelli, MAA  
Director of Assessing

August 26, 2020

Montague Members of the Selectboard  
1 Avenue A  
Turners Falls, MA 01376

RE: Board of Assessors Vacancy

Dear Board Members:

At their most recent meeting, the Board of Assessors discussed the position left vacant as a result of the resignation of Terry Miner in January, 2020. The Board wishes to recommend Barbara A. Alconada of 706 Fairway Avenue, Turners Falls, to fill that position until the next election.

Ms. Alconada, a former teacher, has expressed an interest in serving as a board member. After discussing the various requirements necessary for the position, the Assessors believe that she would be a good candidate.

Would you please place this matter on the agenda for your meeting on August 31, 2020? Ms. Alconada will be happy to attend the meeting if you feel it is necessary.

Sincerely,

  
Karen M. Tonelli, M.A.A.  
Director of Assessing

Karen Tonello  
Board of Assessors

8/12/20

Dear Karen,

As per our recent conversation,  
I am interested in serving on the  
board of assessors for the town  
of Montague

Thank you for the opportunity

Sincerely,

Brodie A. Alconada



# Montague Annual Town Meeting Plan and Safety Measures

In response to the COVID-19 pandemic, the Annual Town Meeting will be held outdoors at the east parking lot at Turners Falls High School (see below). This venue was selected with the ability to provide safe, sanitary, and ADA accessible facilities as our foremost concerns. **This open air event is scheduled for 8:30am on June 13, 2020.** In the event of bad weather, the Moderator may postpone to same time on Sunday, June 14. If necessary, we will move to other alternate dates later in June.



## Safety and Logistics

- A limited warrant primarily focused on the Town budget will be considered, allowing what we hope will be a much shorter than usual meeting
- All participants will be given KN95 Masks and bottled water upon entry
- ADA accessible restrooms, sanitized with no-touch [electrostatic cleaning wands](#) prior to and during the event. Accessible through outside doors
- Chairs arranged in grid with 9 foot spacing. Electrostatically sanitized prior to your arrival. Once you are seated, that is your spot for the day
- Professional sound system and engineer with free-standing standing no-touch microphones available for members and presenters comments
- On-site EMT services provided by the Turners Falls Fire Department
- There is ample parking on site. We ask that members leave the spaces closest to member seating for those who may need them most
- There is also limited shade on site. Please leave the shadier spots for those members who have the greatest need for them

## Dress Comfortably and Bring...

- Your town meeting packet (we will have extras if you need one)
- Clipboard/binder and pen for organizing materials and note taking
- Sun screen and hand held shade umbrella, if desired (no canopies)
- Beverages and any snacks you may enjoy (pack out your own trash)
- Comfortable clothing that reflects the day's weather
- Hand sanitizer and a mask (if you'd rather not wear the KN95 we provide)
- A flexible mindset and great sense of humor - we're making history!



Please RSVP to the Town Clerk at [townclerk@montague-ma.gov](mailto:townclerk@montague-ma.gov) or 413-863-3200 x104

## Montague Public Libraries Reopening Guidelines draft 8-20-20

### Target Reopening Date- 9/15

#### 4 Basic Rules for public entry:

- Noses and mouths must be covered.
- If ill, must not come in.
- Sanitize hands upon entry.
- Minimum 6 feet social distancing at all times.

#### Fundamentals

- Express service model- quick in and out, no lingering
- Continue to offer curbside even after we open buildings to minimize contact
- Door monitor will enforce mask wearing, limit number of patrons, make sure they sanitize hands, screen for obvious signs of illness, and help enforce social distancing minimum of 6 feet.
- Enter thru Carnegie ramp door, exit thru front door, unless physical issue.
- In branches, enter front door, exit back door
- Wall mounted hand sanitizer in Carnegie front and back halls, wall mounted unit in Montague Center in front hall, bottle on circulation desk in Millers Falls. Bottles available on circ desks, by computers.
- Surfaces will be cleaned every morning and mid-day.

#### Hours and Occupancy Limits

Public entry hours will be limited at first

- Carnegie Tuesdays 10 – 8, Saturdays 10 – 2.
- Montague Center Library- Opening date be determined
- Millers Falls under- Opening date be determined

Staffing levels - minimum three visible staff at all times for Carnegie, two in branches when open for appointments.

Managed entry - Appointments preferred. Will allow walk ins as schedule and space dictates.

Carnegie- 4 patrons browsing at one time, minimum 6 feet social distancing at all time.

Staggered entry- for example, 2 at 10, 2 at 10:15.

Branches- 3 browsers max, 1 computer user

Computers- 2 computer users at one time, limited to no more than 30 minutes a day at Carnegie. 1 computer user max in branches

Computers to be wiped down before and after use.

No public bathroom use

No reading in the library

Limit idle conversation

Only staff use the copiers, will make copies for library users

**Mask use notes**

- Staff will all be wearing masks in public areas
- If library users claim to be unable to wear masks for medical reasons, face shields will be provided to the extent supply is available
- Disposable masks will be provided for those who don't have them
- Masks/face coverings must cover the nose and mouth

Carnegie Library Statistics for August 3-22

Note: All numbers are approximate, based on staff kept records. Totals may actually be higher than reflected here.

Week of August 17-22

Total Unique Patrons: 95

Day	Incoming Calls	Outgoing Calls	Pick Up Appointments
Monday	40	11	28
Tuesday	40	5	28
Wednesday	32	4	17
Thursday	21	5	12
Friday	31	7	14
Saturday	29	8	22
<b>TOTALS</b>	<b>193</b>	<b>40</b>	<b>121</b>

Week of August 10-15

Total Unique Patrons: 88

Day	Incoming Calls	Outgoing Calls	Pick Up Appointments
Monday	40	7	25
Tuesday	28	1	18
Wednesday	33	4	16
Thursday	15	9	14
Friday	39	4	26
Saturday	18	4	18
<b>TOTALS</b>	<b>173</b>	<b>28</b>	<b>117</b>

Week of August 3-8

Total Unique Patrons: 106

Day	Incoming Calls	Outgoing Calls	Pick Up Appointments
Monday	49	8	39
Tuesday	38	3	16
Wednesday	36	6	18
Thursday	36	2	15
Friday	48	6	29
Saturday	21	6	10
<b>TOTALS</b>	<b>228</b>	<b>31</b>	<b>127</b>

Circulation Statistics: All Branches

Note: These numbers reflect the number of items being Returned and being Checked Out.  
These numbers are generated from reports from C/W MARS.

Branch	August 17-22		August 10-15		August 3-8	
	Returns	Check Outs	Returns	Check Outs	Returns	Check Outs
Carnegie	707	599	567	534	584	547
Montague Center	233	162	78	131	183	136
Millers Falls	168	237	158	235	182	215
<b>TOTALS</b>	<b>1108</b>	<b>998</b>	<b>803</b>	<b>900</b>	<b>949</b>	<b>898</b>

# Town of Montague Personnel Status Change Notice

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

Employee #1667

**General Information:**

Full name of employee: Scott Schmith_____	Department: Library__
Title: <u>Library Asst.</u> _____	Effective date of change:9/1/20_____

**New Hire:**

Permanent: ___Y ___N	If temporary, estimated length of service: _____
Hours per Week: __	Union: NAGE_____
Pay: Grade _____	Step _____ Wage Rate: _____
Board Authorizing: _____	Date of Meeting: _____

**Grade/Step/COLA Change:**

Union: _____	
Old Pay: Grade _____	Step _____ Wage Rate: _____ (annual/daily/hourly)
New Pay: Grade _____	Step _____ Wage Rate: _____ (annual/daily/hourly)

**Termination of Employment:**

Resignation: _____	Layoff: _____	Involuntary Termination: _____
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**Other:**

____ Unpaid Leave of Absence	Termination Date: _____
____ Unpaid Sick Leave	Termination Date: _____
<input checked="" type="checkbox"/> Other/Specify: Increase hours from 27.5 to 28.5	Termination Date: _____

Copies to:

____ Employee	____ Department	____ Board of Selectmen
____ Treasurer	____ Accountant	____ Retirement Board

# Town of Montague Personnel Status Change Notice

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

Employee #1835

**General Information:**

Full name of employee: Colleen Rauch_____	Department: Library__
Title: <u>Library Asst.</u> _____	Effective date of change:9/1/20_____

**New Hire:**

Permanent: ___Y___N	If temporary, estimated length of service: _____	
Hours per Week: __	Union: NAGE_____	
Pay: Grade _____	Step _____	Wage Rate: _____
Board Authorizing: _____	Date of Meeting: _____	

**Grade/Step/COLA Change:**

Union: _____			
Old Pay: Grade _____	Step _____	Wage Rate: _____	(annual/daily/hourly)
New Pay: Grade _____	Step _____	Wage Rate: _____	(annual/daily/hourly)

**Termination of Employment:**

Resignation: _____	Layoff: _____	Involuntary Termination: _____
--------------------	---------------	--------------------------------

**Other:**

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
<u>X</u> _____ Other/Specify: Increase hours from 26 to 26.5	Termination Date: _____

Copies to:

_____ Employee	_____ Department	_____ Board of Selectmen
_____ Treasurer	_____ Accountant	_____ Retirement Board

# Town of Montague Personnel Status Change Notice

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

Employee #1353

**General Information:**

Full name of employee: Jill Watrous_____	Department: Library__
Title: <u>Library Asst.</u> _____	Effective date of change: 9/1/20_____

**New Hire:**

Permanent: ___Y___N	If temporary, estimated length of service: _____	
Hours per Week: __	Union: NAGE_____	
Pay: Grade _____	Step _____	Wage Rate: _____
Board Authorizing: _____	Date of Meeting: _____	

**Grade/Step/COLA Change:**

Union: _____			
Old Pay: Grade _____	Step _____	Wage Rate: _____	(annual/daily/hourly)
New Pay: Grade _____	Step _____	Wage Rate: _____	(annual/daily/hourly)

**Termination of Employment:**

Resignation: _____	Layoff: _____	Involuntary Termination: _____
--------------------	---------------	--------------------------------

**Other:**

____ Unpaid Leave of Absence	Termination Date: _____
____ Unpaid Sick Leave	Termination Date: _____
<u>X</u> Other/Specify: Increase hours from 13 to 13.5	Termination Date: _____

Copies to:

____ Employee	____ Department	____ Board of Selectmen
____ Treasurer	____ Accountant	____ Retirement Board

# Town of Montague Personnel Status Change Notice

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

Employee #2892

**General Information:**

Full name of employee: Judith Ketchum_____	Department: Library
Title: <u>Library Asst.</u> _____	Effective date of change:9/1/20_____

**New Hire:**

Permanent: ___Y ___N	If temporary, estimated length of service: _____	
Hours per Week: ___	Union: NAGE_____	
Pay: Grade _____	Step <u>5</u> _____	Wage Rate: _____
Board Authorizing:_____	Date of Meeting:_____	

**Grade/Step/COLA Change:**

Union: NAGE_____			
Old Pay: Grade Sub _____	Step _____	Wage Rate: \$13/hour_____	(annual/daily/hourly)
New Pay: Grade <u>A</u> _____	Step <u>5</u> _____	Wage Rate: \$16.41_____	(annual/daily/hourly)

**Termination of Employment:**

Resignation: _____	Layoff: _____	Involuntary Termination: _____
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**Other:**

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
_____ Other/Specify:	Termination Date: _____

Copies to:

_____ Employee	_____ Department	_____ Board of Selectmen
_____ Treasurer	_____ Accountant	_____ Retirement Board



# Massachusetts Libraries

BOARD OF LIBRARY COMMISSIONERS

## MBLC Agreement

The Montague Public Libraries, Hereinafter referred to as “The Library” agrees to accept the allocation of \$30,000.00 in Federal funds under the State Plan for the Library Services and Technology Act (LSTA) Direct Grant Program entitled “Town-wide Preservation Assessment”. This grant is funded by Massachusetts Board of Library Commissioners award LS-246159-OLS-20. Such sum shall be disbursed within the period October 1, 2020 to September 30, 2021.

IT IS UNDERSTOOD THAT PARTICIPATION IN THIS PROGRAM INVOLVES AN AGREEMENT TO ACCEPT AND ADHERE TO THE FOLLOWING REGULATIONS AND CONDITIONS:

1. The Library will fulfill the program described in the application, which was approved by the MBLC. In fulfilling this program, the Library shall follow all state and local laws, rules, regulations, standards, and procedures required by the MBLC, subject to Federal statutes, codes, and regulations: <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>.
2. The Library agrees that it will comply with all applicable IMLS regulations and certifications, this includes branding: <https://guides.mblc.state.ma.us/mblc-brand-guide/cobranding>
3. This Agreement may be suspended or terminated upon the recommendation of the Project Consultant and the approval of the Director of the MBLC if there is failure to comply materially with the terms of the grant. New obligations incurred during any period of suspension will not be allowed unless specifically authorized by the Project Consultant. New obligations shall not be incurred before the start date of this contract and after the date of termination.

By signing below, you are certifying that you will adhere to all applicable statutes, codes and regulations pertaining to this grant.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

\_\_\_\_\_  
Director, Board of Library Commissioners

\_\_\_\_\_  
Date

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#) and [Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Montague (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Board of Library Commissioners <b>MMARS Department Code:</b> BLC	
<b>Legal Address: (W-9, W-4):</b> 1 AVENUE A, Turner Falls MA 01376		<b>Business Mailing Address:</b> 98 North Washington St, #401, Boston, MA 02114	
<b>Contract Manager:</b> Linda Hickman, Director	<b>Phone:</b> 413-863-3214 x101	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <a href="mailto:librarydir@montague-ma.gov">librarydir@montague-ma.gov</a>	<b>Fax:</b>	<b>Contract Manager:</b> Evan Knight	<b>Phone:</b> 617-725-1860 x236
<b>Contractor Vendor Code:</b> VC6000191893		<b>E-Mail:</b> <a href="mailto:Evan.Knight1@mass.gov">Evan.Knight1@mass.gov</a>	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001_		<b>MMARS Doc ID(s):</b>	
(Note: The Address ID must be set up for EFT payments.)		<b>RFR/Procurement or Other ID Number:</b> LSTA Grant	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended) <u>\$30,000.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT</b> The historic materials of the three Montague Public Libraries, Town Hall, and Historical Society are at an immediate risk of damage and loss. All these collections are stored in unsafe buildings with frequent mold outbreaks. Residents, researchers, and community members are interested in preserving and interpreting the past history of Montague and its villages but are desperate to learn how. This project proposes to contract with a professional preservation consultant for preservation assessment of the special collections of the three Libraries, Town Hall, and Historical Society. The consultant's recommendations will identify concerns with current storage and management of collections and will be used for town-wide collaborative planning purposes. The partners will learn about each other's significant collections and explore ways they may collaborate in the future for enhanced preservation, access, and management of the town's unique history.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>October 1, 2020</u> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>September 30, 2021</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____ Print Title: _____		Print Name: <u>James Lonergan</u> Print Title: <u>Director</u>	



# Office of the Selectboard

Town of Montague  
One Avenue A  
Turners Falls, MA 01376

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

## **Selectboard Special Inquiry Community Engagement, Equity, and Use of Force in Policing Advisory Group Structure and Appointment Recommendations**

Recent national incidents have highlighted persistent inequity in policing practice toward African-Americans and other non-majority population sub-groups. This inequity has included excessive use of force by some police in some communities, leading to unnecessary injury and death. These concerns have been presented peacefully in Montague through demonstration, during Annual Town Meeting, and at Selectboard meetings.

The Montague Selectboard has expressed the belief that while no comparable incident is known to have occurred in Montague; it is nonetheless essential that our community also engages in fact-finding and reflection to assess the equity of policing in our community, our use of force practices, and the strength of our police department's engagement with the community it serves.

### **Advisory Group Structure**

On June 29, 2020, the Selectboard established two ad hoc Advisory Groups focused as follows:

- Police Community Engagement – What are MPD policies and practices relative to community engagement, what is the impact of these practices on key sub-groups, how might they improve?
- Equity and Use of Force in Policing – What are MPD policies and practices relative to equitable policing and use of force, what is the impact of these practices on key subgroups, how might they improve?

The Advisory Groups are charged with exploring questions directly relevant to their focus, developing a broader engagement strategy to bring robust community perspective, analyzing what is learned, and reporting of findings and recommendations to the Selectboard. The timeline for this report is to be determined by the Selectboard in collaboration with the groups. The groups' work is expected to be independent, but also to intersect and be integrated at key points.

### **Advisory Group Appointments**

Outreach was conducted to attract potentially interested people to serve on the Advisory Review Groups and 22 applications were received. Selectboard Chair Rich Kuklewicz engaged four local residents (Denise Aiken, Natan Cohen, Ariel Elan, Elliot Ezcurra) to inform his thinking relative to recommended appointments and is now prepared to recommend that 14 people be appointed, seven to each group. These individuals, and one Selectboard member, will serve as voting members of the two Advisory Groups.

Recommendations of the Chair reflect the consensus of those residents that he asked to inform his thinking relative to the candidates. It should be noted that the applicant pool was excellent and that they are encouraged to remain engaged with the process, as these groups will meet in accordance with the open meeting law. The interest of all members being appointed has been confirmed.

**Equity and Use of Force**

David Bulley  
Ariel Elan  
Faith English  
Elliot Ezcurra  
Deborah Ruth Frenkel  
Richard Hall  
Maddox Sprengel

Rich Kuklewicz (SB)

**Community Engagement**

Denise Aiken  
Joanna Mae Boody  
Kathy Burek  
Natan Cohen  
Thomasina Hall  
Kwamane Harris  
Chris Pinardi

Michael Nelson (SB)

**Next Steps**

All members will be notified once appointed and will need to be sworn in by the Town Clerk before participating as a voting member of their group. The groups will have the support of Paula Green as a facilitator for their first meeting, at which it is expected they will establish operating norms and strategy.

To the extent schedules allow, the Town will have a staff representative in attendance as needed, and will make police leadership available to provide background information, share policies and data, and share perspective upon request. Additional supports to support the research and outreach process may be provided, with requests for such directed to the Town Administrator.



Montague DPW  
500 Avenue A  
Turners Falls, MA 01376  
Tel. 413-863-2054

August 27, 2020

Proposed work for Millers Falls Rd. Montague

The Montague DPW will take the following steps to repair a failed banking located near house #86 on Millers Falls Rd.

The first thing we will do is to clear a path from Millers Falls Rd. of trees and stumps for trucks and equipment to be able to access the work zone. The DPW will put up along the side walk snow fence to help keep the public out of the work zone, removing and replacing daily.

The DPW will bring in an excavator in order to move the stone being dumped, the stone being used will be large shot rock from Warner Brothers quarry in East Deerfield, after we get a base with the large shot rock we will have smaller rock brought in, this rock will help fill in the voids created by the larger shot rock that is dumped over the banking. After we get the banking to a safe and stable condition we will keep adding stone that will create a stable bank.

The next step is to add drainage pipe to the now concrete pipe that is hanging over nothing, we will use schedule 80 or equivalent pipe tying them together with a clamp style so the joints don't come apart from the pressure of the water.

Once the pipe is in place we will bury the pipe as best we can.

Thank you  
Tom Bergeron  
Superintendent  
Montague DPW

ART NO	ACTUAL ATM VOTES DESCRIPTION	AMOUNT	TAX LEVY	SEWER A-2	AIRPORT A-2	FREE CASH	TOWN CAP STAB
6	Town Operating	10,481,863.00	10,481,815.70				
7	WPCF Operating	2,449,068.00	220,559.00	2,228,509.00			
8	Colle Operating	79,750.00					
9	Airport Operating	55,694.00	1,405.00		54,289.00		
10	FCTS	1,255,456.00	1,255,456.00				
11	GMRSD	10,732,268.00	10,732,268.00				
12	Utility Valuation	16,250.00	16,250.00				
13	GMRSD Entry Canopy	10,000.00				10,000.00	
13	Hillcrest Roof	10,000.00				10,000.00	
13	GMRSD Bldg Studies	21,953.00	21,953.00				
14	WPCFAdd to #7 3/5/20	51,000.00					
14	WPCF Fine Bubble Diffuser	100,000.00					
14	WPCF Sludge Pump	40,000.00					
15	DPW Equipment	80,000.00	80,000.00				
15	Senior Center Chimney	10,000.00				10,000.00	
15	Repair Walking Paths	37,260.00				37,260.00	
	TOTAL	25,430,562.00	22,809,706.70	2,228,509.00	54,289.00	67,260.00	-





# Community Development Discretionary Account

## Allocation from 225-5-184-5200

\$1,000 for CD Shea Theater Maintenance (225-5-184-5240)

Approved on August 31, 2020

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Selectboard Chair

Community Development Discretionary Balance prior to transfer: \$30,840.27