

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE**

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/96371463964>

Meeting ID: 963 7146 3964 Password: 471255

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

Monday, April 12, 2021

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 Meeting: March 29, 2021 and April 5, 2021
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 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
6. 6:50 David Brule, The Nolumbeka Project, Inc.
 - Use of Peskeompskut Park, May 15, 2021, 9:30 AM to 4:00 PM, (Event 10:00 AM to 3:30 PM), 50 – 65 people
7. 7:00 Brian McHugh, Director of Community Development FCRHRA
 - Update on Spinner Park Restoration Schedule
 - Authorization to disburse \$47,120 to Sciaba Construction for the Spinner Park Restoration Project
8. 7:15 FY22 Cannabis Impact Fund Requests for Annual Town Meeting Warrant
 - Police Training (All officers - Cannabis Intoxication/Enforcement) \$7,000
 - Cannabis Impact Mitigation – Prevention Programming/Substance Abuse and Prevention Counseling
 - Communities that Care Coalition (Program development / TA / monitoring / evaluation) \$8,500
 - Gill-Montague Regional School District (prevention/counseling) \$46,200
 - Franklin County Technical School (prevention/counseling) cost TBD
9. 7:30 Town Meeting
 - Review Annual Town Meeting Survey results to date
 - Consider implications for Town Meeting logistics and date(s)
 - Review scope of draft warrant

**JOINT SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE
Monday, April 12, 2021
Page 2**

10. 7:45 Town Administrator's Report
- Execute agreement with AJ Virgilio Construction, Inc. for Chestnut Hill Loop Bridge Replacement, \$365,788
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

- Deadline for May Annual Town Meeting Warrant Article submission is **April 20, 2021 at 12:00 PM**
- Selectboard Meeting, **MONDAY, April 26, 2021, 6:30 PM** via Zoom

6



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 DAVID BRULE

Name of business/group sponsoring proposed event if applicable: THE NOLUMBEKA PROJECT, INC

If applicable, number of years your organization has been running this event in Montague? 7

Address 32 RIVER ST, ERUING, MA. 01344

Contact phone 413-423-3826

Contact email dbrule@hotmail.com

FID _____

Dates of proposed event 15 MAY 2021

Location: PESKEOMPSKUT PARK

Hours 10 AM - 3:30 PM

Set Up: 9:30

Clean Up: 3:30

Approximate number of people expected to attend 50-65

What provisions will be made regarding clean up of site? BOARD MEMBERS OF NOLUMBEKA WILL BE RESPONSIBLE

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other C

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

The day will be dedicated to the commemoration of the Native American victims of the attack on May 19, 1676. There will be four speakers: 2 from the Abenaki, one from the Republic, one from the Nolumbeka Project. We will light a ceremonial fire in a portable fire pit. The public will be invited to make comments, presentations, etc.

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

We anticipate using the Post-embroidery Park premises;

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

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services N.A

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

no foodstuffs or alcohol will be served

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

In the past the event has been held at the Discovery Center, no security or traffic control has been necessary. Please advise.

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

N.A.

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

If so, at which locations? N.A

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 Darin Bule for the Nolumbeka Project


Date 7 April 2021

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 4-7-21

BOARD OF HEALTH – Approval / Comments

Date: _____

WendyB-Montague Board of Selectmen

From: Brian McHugh <bmchugh@fcrhra.org>
Sent: Thursday, April 8, 2021 9:35 AM
To: WendyB-Montague Board of Selectmen
Subject: RE: Agenda

Okay. Will do. I just got the Spinner project schedule this morning. The agenda item is:

1. Update on Spinner Park Restoration schedule
2. Authorization to disburse \$sadsjajk to Sciaba Construction for the Spinner Park Restoration Project

I will send the pay req. later this morning. It will have the amount to disburse.

Thanks.

Brian P. McHugh
Director of Community Development
FCRHRA
241 Millers Falls Road
Turners Falls, MA 01376
(413) 223-5224

From: WendyB-Montague Board of Selectmen <selectscty@montague-ma.gov>
Sent: Thursday, April 8, 2021 9:31 AM
To: Brian McHugh <bmchugh@fcrhra.org>
Subject: re: Agenda

Hi Brian:
You mentioned at last weeks meeting you wanted to be on the agenda, if so please submit your info by noon as I plan to leave early today.

Thanks,
Wendy

Wendy Bogusz, Executive Assistant
Town of Montague
1 Avenue A
Turners Falls, MA 01376
(413) 863-3200 ext. 108
FAX: (413) 863-3231



FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY

214 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781

AUTHORIZATION TO DISBURSE No. 2

**TOWN OF MONTAGUE FY19 (6C)
SPINNER PARK RESTORATION PROJECT
Contractor: Sciaba Construction Corporation
1801 Main Street
Walpole, MA 02081-1433**

Date: April 8, 2021

| | |
|---------------------------|------------------|
| Original Contract Amount: | \$282,200.00 |
| Addenda | 24,942.26 |
| Total Contract | 307,142.26 |
| Total Paid to Date: | 52,459.00 |
| Balance: | 254,683.26 |
| This Invoice: | 47,120.00 |
| Balance: | 207,563.26 |

Work Items Complete:

| | |
|---|--------------------|
| See attached Application & Certification for Payment for period to: 3/29/21 | FY2019 CDBG |
|---|--------------------|

I have reviewed this invoice on _____ and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ **47,120.00**

Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Town of Montague
 One Avenue A
 Turner Falls, MA 01376

FROM CONTRACTOR:

Scaba Construction Corporation
 1801 Main Street
 Walpole, MA 02081

PROJECT:

Spinner Park Restoration
 One Avenue A, Turner Falls, MA
 FY19 CDBG

VIA ARCHITECT:

The Berkshire design grouping,
 4 Allen Place
 Northampton, MA 01060

AIA DOCUMENT G702

APPLICATION NO:

2

PAGE 1 OF 4 PAGES

Distribution to:

| | |
|------------|---|
| OWNER | X |
| ARCHITECT | X |
| CONTRACTOR | |

PERIOD TO: 03/29/21

PROJECT NO: FY 19 CDBG

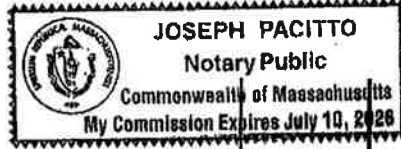
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM \$ 282,200.00
- Net change by Change Orders \$ 0.00
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 282,200.00
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 104,820.00
- RETAINAGE:
 - % of Completed Work \$ 52,241.00
(Column D + E on G703)
 - % of Stored Material \$
(Column F on G703)
Total Retainage (Lines 5a + 5b or Total in Column J of G703) \$ 52,241.00
- TOTAL EARNED LESS RETAINAGE \$ 5,241.00
(Line 4 Less Line 5 Total) \$ 99,579.00
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 52,459.00
- CURRENT PAYMENT DUE \$ 47,120.00
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 182,621.00

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | \$0.00 | |

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1982 EDITION - AIA - 01982



The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *[Signature]* Date: 3/31/21
 State of Massachusetts 31st County of Norfolk
 Notary Public: *[Signature]* day of March 2021
 My Commission expires: 7/10/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \$47,120
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet shall be changed to conform with the amount certified.)

ARCHITECT:

By: *[Signature]* Date: 4/1/2021
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1785 NEW YORK AVE., N.W., WASHINGTON, DC 20006-6882

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. 2

APPLICATION DATE: 3/30/21

PERIOD TO: 3/29/21

ARCHITECT'S PROJECT NO: FY 19 CDBG

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | E THIS PERIOD | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % (G - C) | I BALANCE TO FINISH (C - G) | J RETAINAGE (IF VARIABLE RATE) |
|---------------|--|----------------------|---|--|---------------|---|---|----------------|--------------------------------|-----------------------------------|
| | | | | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| 1.01 | General Conditions | | | | | | | | | |
| 1.02 | Mobilization | \$12,250.00 | \$12,250.00 | \$0.00 | \$0.00 | \$0.00 | \$12,250.00 | 100.00% | \$0.00 | \$612.50 |
| 1.03 | Bonds & Insurance | \$5,200.00 | \$5,200.00 | \$0.00 | \$0.00 | \$0.00 | \$5,200.00 | 100.00% | \$0.00 | \$260.00 |
| 1.04 | Supervision | \$8,000.00 | \$1,600.00 | \$0.00 | \$0.00 | \$0.00 | \$1,600.00 | 20.00% | \$6,400.00 | \$80.00 |
| 1.06 | Project Management | \$3,500.00 | \$700.00 | \$0.00 | \$0.00 | \$0.00 | \$700.00 | 20.00% | \$2,800.00 | \$35.00 |
| 1.07 | Field Survey & Equipment | \$5,000.00 | \$500.00 | \$0.00 | \$0.00 | \$0.00 | \$500.00 | 10.00% | \$4,500.00 | \$25.00 |
| 1.09 | Temporary Fence | \$2,750.00 | \$2,750.00 | \$0.00 | \$0.00 | \$0.00 | \$2,750.00 | 100.00% | \$0.00 | \$137.50 |
| 1.10 | Storage Container | \$750.00 | \$750.00 | \$0.00 | \$0.00 | \$0.00 | \$750.00 | 100.00% | \$0.00 | \$37.50 |
| 1.11 | Privy | \$700.00 | \$140.00 | \$0.00 | \$0.00 | \$0.00 | \$140.00 | 20.00% | \$560.00 | \$7.00 |
| 1.12 | Dumpster & Clean | \$800.00 | \$160.00 | \$0.00 | \$0.00 | \$0.00 | \$160.00 | 20.00% | \$640.00 | \$8.00 |
| 1.13 | Generate Initial Schedule | \$3,000.00 | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$3,000.00 | 100.00% | \$0.00 | \$15.00 |
| 1.14 | Schedule Updates | \$600.00 | \$120.00 | \$0.00 | \$0.00 | \$0.00 | \$120.00 | 20.00% | \$480.00 | \$6.00 |
| 1.15 | Procure | \$2,500.00 | \$500.00 | \$0.00 | \$0.00 | \$0.00 | \$500.00 | 20.00% | \$2,000.00 | \$25.00 |
| 1.16 | As-Builts | \$750.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$750.00 | \$0.00 |
| 1.17 | Submittals & Mockup | \$1,500.00 | \$300.00 | \$0.00 | \$0.00 | \$0.00 | \$300.00 | 20.00% | \$1,200.00 | \$15.00 |
| | Demobilization | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,500.00 | \$0.00 |
| | Sub-total | \$49,800.00 | \$27,970.00 | \$0.00 | \$0.00 | \$0.00 | \$27,970.00 | 56.16% | \$21,830.00 | \$1,398.50 |
| 31-2000 | Site Preparation & Demolition | | | | | | | | | |
| | Silk sacks | \$500.00 | \$500.00 | \$0.00 | \$0.00 | \$0.00 | \$500.00 | 100.00% | \$0.00 | \$25.00 |
| | Sawcutting | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Disconnect Power, Lights & Poles & Stockpile | \$1,000.00 | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,000.00 | 100.00% | \$0.00 | \$50.00 |
| | Remove & Store Site Furnishings | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 100.00% | \$0.00 | \$100.00 |
| | Remove & Dispose Light Poles | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 | 100.00% | \$0.00 | \$200.00 |
| | Remove & Dispose Bituminous Concrete | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 | 100.00% | \$0.00 | \$200.00 |
| | Remove & Dispose Retaining Walls | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 | 100.00% | \$0.00 | \$200.00 |
| | Remove & Dispose Existing Concrete Sidewalk | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 | 100.00% | \$0.00 | \$200.00 |
| | Cut & Remove Trees | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$1,500.00 | 100.00% | \$0.00 | \$75.00 |
| | Remove & Dispose Misc. Site Items | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$1,500.00 | 100.00% | \$0.00 | \$75.00 |
| | Protect Existing Sculpture & Plaque | \$3,000.00 | \$750.00 | \$0.00 | \$0.00 | \$0.00 | \$750.00 | 25.00% | \$2,250.00 | \$37.50 |
| | Sub-total | \$27,500.00 | \$25,250.00 | \$0.00 | \$0.00 | \$0.00 | \$25,250.00 | 91.82% | \$2,250.00 | \$1,262.50 |
| 31-5001 | Excavation, Filling & Grading | | | | | | | | | |
| | Strip & Stockpile Topsoil | \$4,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 50.00% | \$2,000.00 | \$100.00 |
| | Exterior rough grading, cutting & filling | \$5,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$5,000.00 | \$0.00 |
| | Furnish & Install gravel for footings | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,500.00 | \$0.00 |
| | Sub-total | \$11,500.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 17.39% | \$9,500.00 | \$100.00 |
| | SHEET TOTAL | \$88,800.00 | \$55,220.00 | \$0.00 | \$0.00 | \$0.00 | \$55,220.00 | 62.18% | \$33,580.00 | \$2,761.00 |

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 3/30/21

PERIOD TO: 3/29/21

ARCHITECT'S PROJECT NO: FY 19 CDBG

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | E THIS PERIOD | F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % (G+C) | I BALANCE TO FINISH (C - G) | J RETAINAGE (IF VARIABLE RATE) |
|------------------|---|-------------------------|---|---------------|------------------|--|---|--------------------|--------------------------------------|---|
| | | | FROM PREVIOUS APPLICATION (D + E) | | | | | | | |
| | Balance forward | \$88,800.00 | \$55,220.00 | \$0.00 | \$0.00 | \$55,220.00 | 62.18% | \$33,580.00 | \$2,761.00 | |
| 32-1216 | Bituminous Concrete Paving | | | | | | | | | |
| | Furnish & Install Gravel Base | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 | \$0.00 | |
| | Furnish & Install Bituminous Concrete Paving | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 | \$0.00 | |
| | Sub-total | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,000.00 | \$0.00 | |
| 32-1306 | Cast-in-place Concrete | | | | | | | | | |
| | Furnish & Install form work | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,500.00 | \$0.00 | |
| | Furnish & Install Rebar & wire reinforcement | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,200.00 | \$0.00 | |
| | Furnish & Install Joint Sealants & Expansion Joints | \$1,300.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,300.00 | \$0.00 | |
| | Furnish & Install Concrete | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 | \$0.00 | |
| | Sub-total | \$6,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$6,000.00 | \$0.00 | |
| 32-1313 | Fiber Reinforced Concrete Sidewalk | | | | | | | | | |
| | Furnish & Install form work | \$5,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$5,000.00 | \$0.00 | |
| | Furnish & Install reinforcement and dowels | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,000.00 | \$0.00 | |
| | Furnish & Install Concrete | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,500.00 | \$0.00 | |
| | Furnish & Install Expansion & Isolation Joints | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,000.00 | \$0.00 | |
| | Furnish & Install Joint & Concrete Sealant | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,000.00 | \$0.00 | |
| | Sub-total | \$15,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$15,500.00 | \$0.00 | |
| 32-1406 | Unit Paving | | | | | | | | | |
| | Furnish & Install Setting Bed | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 | \$0.00 | |
| | Furnish Pavers | \$15,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$15,000.00 | \$0.00 | |
| | Install Pavers | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$10,000.00 | \$0.00 | |
| | Sub-total | \$27,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$27,000.00 | \$0.00 | |
| 32-2000 | Site Improvements | | | | | | | | | |
| | Furnish & Install Construction Sign | \$1,600.00 | \$1,600.00 | \$0.00 | \$0.00 | \$1,600.00 | 100.00% | \$0.00 | \$80.00 | |
| | Furnish 6' Benches | \$3,800.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,800.00 | \$0.00 | |
| | Install 6' benches | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,200.00 | \$0.00 | |
| | Furnish 8' Benches | \$3,800.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,800.00 | \$0.00 | |
| | Install 8' Benches | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,200.00 | \$0.00 | |
| | Furnish Granite Seat wall blocks & Granite Curb | \$48,000.00 | \$0.00 | \$0.00 | \$0.00 | \$48,000.00 | 100.00% | \$0.00 | \$2,400.00 | |
| | Sub-total | \$59,600.00 | \$1,600.00 | \$0.00 | \$0.00 | \$48,000.00 | 83.22% | \$10,000.00 | \$2,400.00 | |
| | SHEET TOTAL | \$199,900.00 | \$56,820.00 | \$0.00 | \$0.00 | \$104,820.00 | \$2.44% | \$95,080.00 | \$5,241.00 | |

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
 APPLICATION DATE: 3/30/21
 PERIOD TO: \$44,284.00
 ARCHITECT'S PROJECT NO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | E | | F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E.) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % (G ÷ C) | I BALANCE TO FINISH (C - G) | J RETAINAGE (IF VARIABLE RATE) |
|------------------|---|-------------------------|--|-------------------------------|---------------|---|---|-------------------|--------------------------------------|---|
| | | | | WORK COMPLETED THIS PERIOD | | | | | | |
| | Balance Forward | \$199,900.00 | \$56,820.00 | \$0.00 | \$0.00 | \$48,000.00 | \$104,820.00 | 52.44% | \$95,080.00 | \$5,241.00 |
| | Install Granite Seat wall & Granite curb | \$3,900.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,900.00 | \$0.00 |
| | Furnish Decorative Anti-Skate Guard | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 | \$0.00 |
| | Install Decorative Anti-Skate Guard | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 | \$0.00 |
| | Furnish Trash Receptacles | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$4,000.00 | \$0.00 |
| | Install Trash Receptacle | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,200.00 | \$0.00 |
| | Reinstall Plaque | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,200.00 | \$0.00 |
| | Reinstall base for sculpture | \$1,600.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,600.00 | \$0.00 |
| | Furnish & Install Hose Bib | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 | \$0.00 |
| | Sub-total | \$15,900.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$15,900.00 | \$0.00 |
| 32-9300 | Planting | | | | | | | | | |
| | Furnish & Install Loam & Fertilizers | \$4,400.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$4,400.00 | \$0.00 |
| | Furnish Plants | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$10,000.00 | \$0.00 |
| | Install Plants | \$6,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$6,000.00 | \$0.00 |
| | Sub-total | \$20,400.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$20,400.00 | \$0.00 |
| 33-4100 | Storm Drainage | | | | | | | | | |
| | Furnish & Install drainage pipe | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 | \$0.00 |
| | Furnish & Install drain structures | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 | \$0.00 |
| | Furnish & Install fittings & Bends | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,000.00 | \$0.00 |
| | Furnish & Install Castings | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,500.00 | \$0.00 |
| | Test drainage system | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,500.00 | \$0.00 |
| | Sub-total | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$10,000.00 | \$0.00 |
| 26-1000 | Site Electrical | | | | | | | | | |
| | Furnish & Install new Panel boards | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 | \$0.00 |
| | Furnish & Install new feeders | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 | \$0.00 |
| | Furnish & Install new junction boxes | \$3,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,500.00 | \$0.00 |
| | Furnish & Install Light bollards | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$12,000.00 | \$0.00 |
| | Furnish & Install Light poles | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$12,000.00 | \$0.00 |
| | Furnish & Install sleeves, hangers and misc. Products | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$3,000.00 | \$0.00 |
| | Furnish & Install New self contained meter socket | \$500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$500.00 | \$0.00 |
| | Testing & Warranty | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 | \$0.00 |
| | Sub-total | \$36,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$36,000.00 | \$0.00 |
| | Grand Total | \$282,200.00 | \$56,820.00 | \$0.00 | \$0.00 | \$48,000.00 | \$104,820.00 | 37.14% | \$177,380.00 | \$5,241.00 |



Cannabis Impact Fee Stabilization Fund Balance

Attributable to 253 Farmacy

as of March 18, 2021

| | | |
|--------------------------------|-----------|---------------------|
| Account Balance | | \$198,883.83 |
| Article for Town Reimbursement | \$ | 14,011.78 |
| Article for TFFD Reimbursement | \$ | 5,538.12 |
| Adjusted Balance | \$ | 179,333.93 |

Past Expense Related to Cannabis Establishment

Attributable to 253 Farmacy

FY18-FY21

as of March 18, 2021

Town by Category

| | | |
|---------------------|-----------|------------------|
| Town Administration | \$ | 12,469.50 |
| Police | | \$1,542.28 |
| Due to Town | \$ | 14,011.78 |

| | | |
|--------------------|-----------|-----------------|
| Due to TFFD | \$ | 5,538.12 |
|--------------------|-----------|-----------------|

Town Administration Details

| 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 |

Communities that Care

COALITION

Proposal for Prevention Services for the Town of Montague

Whereas the Town of Montague has Cannabis Impact Fees to spend on the mitigation of harm from legalized cannabis, and wished to spend this funding as responsibly as possible, with fidelity to the best evidence in youth substance use prevention and harm reduction...

And whereas the Communities That Care Coalition (a program of the Franklin Regional Council of Governments) has expertise in working with local towns and schools to ensure that youth substance use prevention and youth development efforts are as effective as possible...

The Communities That Care Coalition proposes to work with the Town of Montague to provide monitoring, technical assistance, and evaluation of their youth substance use prevention efforts undertaken with Cannabis Impact Fees.

If funded (and assuming continuation of existing federal and state matching funds), the Communities That Care Coalition will:

- Continue to work with Great Falls Middle School, Turners Falls High School, and the Franklin County Technical School to implement an annual Teen Health Survey, providing information about youth drug and alcohol use as well as underlying risk and protective factors.
- Work with the Department of Public Health to make trainings in the Botvin™ Middle School LifeSkills substance use prevention curriculum accessible to Great Falls Middle School health teachers. Support Great Falls Middle School health teachers in implementing and evaluating the LifeSkills program.
- Work with the University of Montreal to make trainings in the PreVenture substance use prevention program accessible to Great Falls Middle School health teachers. Support Turners Falls High School and Franklin County Technical School counselors in implementing the PreVenture program. Work with Clinical and Support Options to provide clinical supervision to the program. Coordinate program evaluation efforts.
- Monitor and provide reporting on the progress of these prevention efforts in the Gill-Montague Regional School District and Franklin County Technical School, as requested by Montague Selectboard and Cannabis Control Commission.

A one-year budget for these proposed services is:

| |
|---|
| Coalition Co-Coordinator (Kat Allen), ½ hour per week plus all fringe & admin overhead = \$3,340 |
| Prevention in Schools Specialist (in hiring process), 1 hour per week plus fringe & admin = \$4,506 |
| Rent, IT, Mileage, Program Support = \$654 |
| Total Budget = \$8,500 |



**Gill- Montague Regional School District
Pupil Services Office**

35 Crocker Ave., Turners Falls, MA 01376

(413) 863-7507 Fax (413) 863-3296

On the web: www.gmrtd.org/

"Challenging and Supporting Every Student."

**Supporting Evidence Based Prevention Programming in Gill-Montague Schools
Cannabis Impact Fee Proposal**

Date: April 8, 2021

To: Town of Montague Selectboard

The Gill-Montague Regional School District (GMRSD) would like to extend our gratitude for the opportunity to apply for funds from the Town of Montague Cannabis Impact Stabilization account to support evidence based prevention programs in our schools.

Background:

The Gill-Montague Schools has an established history of providing a range of student support and evidence based prevention programs that includes, but is not limited to, the Keeping Kids Safe and Second Step program in our elementary schools that focus on personal safety, self advocacy, relationships and decision making skills as a way of promoting positive youth development and bullying prevention. Within our middle schools we provide, the Botkin Life Skills Prevention Program, which has been taught with fidelity, to students in grades 6-8, since 2015 prior to the impact of Covid in March 2020 on in-person learning and instructional delivery models. Additionally, the district teaches the Signs of Suicide curriculum, health and wellness education, and a provides range of student leadership development opportunities into high school including student council, National Honor Society, athletics, arts, and extracurricular clubs and activities. The district also provides traditional guidance counseling with a college and career focus as well as school adjustment counseling services for students.

Community Engagement and Collaboration

GMRSD has a long standing relation with the Communities that Care Coalition, has a school representative that serves on the Regional School Health Task Force, and engages in the larger county-wide substance use prevention efforts. This includes the annual administration of various nationally validated, teen health survey instruments (youth risk behavior survey, prevention needs assessment, and the US Department of Education School Climate survey). GMRSD in collaboration with the Youth Partnership and the Communities that Care Coalition analyze this data so that our

The Gill-Montague Regional School District does not discriminate on the basis of age, marital status, race, color, creed, religion, sexual orientation, gender, gender identity, national origin, disability, ancestry, genetic information, homelessness, or military service. The Gill Montague Regional School District maintains a commitment to ensuring that the school community is free from discrimination in education and employment.

school based programming and prevention efforts can address and respond to emerging trends and needs with the use of evidence based prevention programs.

Statement of Need

Data from the most 2020 Franklin County/ North Quabbin Teen Health survey indicates that Gill-Montague students as a whole are reporting lower rates of substance use than the aggregate of participating districts in the Franklin County/ North Quabbin area. This is encouraging and speaks well to the combined efforts of the district, our families, and our students. The survey was administered in February 2020 and given a year of a global pandemic with significant disruption and hardship, GMRSD along with schools across the state and country, are seeing alarming numbers of students presenting one or more risk factors. In addition, district data from the teen health survey indicates a 7.3% increase in a 3 year period, in the reported use of marijuana by students, rising from 8.3% in 2017 to 15.5 % in 2020 .

Use of Impact Fees to Support Substance Prevention and Recovery in the Gill-Montague Schools

The Gill-Montague Schools expects to continue to utilize and expand upon our existing evidence based prevention programs to address substance prevention as well as rising risk factors related to post pandemic student wellness. Our school personnel are committed to continued engagement with the Youth Partnership and in being trained in the use of the Preventure program, an evidence based prevention program focused on assessment and personality based interventions for youth between the ages of 12-17. Through offering this programming our staff will be able to bridge the transition from middle to high school and focus on underlying issues of mental health and the development of effective, personally relevant coping skills, that will better position students from engaging in risk taking behavior and substance use.

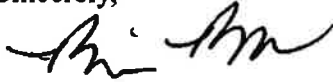
In our analysis of district needs, engagement of district and community stakeholders and in consultation with our neighboring district, Franklin County Technical School (FCTS), we have identified a need to add a licensed substance abuse counselor to our continuum of student support and prevention efforts. We are envisioning a 16 hour per week school year, contract services position, that would provide direct assessment and individual student, family, and potentially group counseling sessions focused on drug/alcohol substance abuse and recovery. Given limits on health insurance coverage and long wait lists for area clinics, accessing substance abuse counseling through the schools would fill an identified short term need. It is our understanding that FCTS is also interested in adding a substance abuse counselor 1-2 days per week under a separate proposal.

We are respectfully requesting \$46,200 from the Town of Montague Cannabis Impact Stabilization fund. These monies will fund a school year, 2 day per week licensed substance abuse prevention counselor. In addition, our district would like to purchase some vape detectors to be placed strategically in the secondary schools to further reduce potential for vaping of marijuana by students.

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We welcome the opportunity to answer any questions or offer points of clarification that the Board may have in regards to this proposal.

Sincerely,



Brian Beck
Superintendent of Schools



Dianne Ellis
Pupil Services Director

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**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
MAY ##, 2021**

9

Franklin, ss.

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

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet at the **Turners Falls High School, 222 Turnpike Road**, Turners Falls, Massachusetts, on **Saturday, May X, 2021, at 8:30 A.M.** and to act on the following articles and any motions which may be presented.

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

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

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by creating a new Airport Fuel Revolving Fund for the Fiscal Year beginning July 1, 2021, with the changes as shown in **bold** below; and to establish an annual spending limit of \$160,000 for said Airport Fuel revolving fund, and which funds may be expended without further appropriation for the purposes defined therein, with such expenditure limits to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; provided, however, that in accordance with state law, the Select Board, with the approval of the Finance Committee, may increase the limit for that fiscal year only, or pass any vote or votes in relation thereto.

Section 7: Revolving Funds

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

Annual Town Meeting Warrant
May 1, 2021
Page 1 of 15

| <u>Revolving Fund</u> | <u>Spending Authority</u> | <u>Revenue Source</u> | <u>Allowed Expenses</u> |
|---|---------------------------|---|--|
| Hazardous Materials Response Planning Committee (a.k.a. SARA Title III Committee) | SARA Title III Comm | Fees collected from individuals responsible for oil and hazardous material spills | For the purpose of cleaning up oil and hazardous material spills |
| Airport Fuel | Airport Manager | Fees from sale of Airport fuel | Purchase of Airport fuel to be sold and used at the Airport |

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

(Airport Manager and Montague Tree Advisory Committee Request)

ARTICLE 4: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2021, as set forth in Schedule I, Elected Officials, a copy of which is on file in the Office of the Town Clerk and on the Town’s website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information> or pass any vote or votes in relation thereto.

ARTICLE 5: To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2021, as set forth in Schedule II, Appointed Officials, a copy of which is on file in the Office of the Town Clerk and on the Town’s website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information> or pass any vote or votes in relation thereto.

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,775,731, or any other amount, for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, a copy of which is on file in the Office of the Town Clerk and on the Town’s website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information> and for any other necessary changes, or pass any vote or votes in relation thereto.

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$2,586,971, or any other

amount, for the purpose of operating the Water Pollution Control Facility and associated pumping stations, said sums to be allocated in accordance with Schedule IV, WPCF Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at <https://www.montague-ma.gov/p/374/Annual-Budget-Information>, or pass any vote or votes in relation thereto.

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$78,950, or any other amount, for the purpose of funding the operations, maintenance, and debt service of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$206,164, or any other amount, for the purpose of operating the Turners Falls Airport, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$1,221,005, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,950,854, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$13,130, or any other amount, for the purpose of utility valuation appraisal services, or pass any vote or votes in relation thereto.

(Board of Assessors Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$190,000 or any other amount,

for the following school building related projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

1. \$55,000 to repair the Hillcrest Façade
2. \$45,000 to repair the Sheffield Façade
3. \$90,000 to update the Sheffield fire alarm system

(GMRSD Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$56,511 or any other amount, for the purpose of resurfacing the tennis courts at the Turners Falls High School, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(GMRSD Request)

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$100,000, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$250,000, or any other amount, for the purpose of purchasing and equipping a six wheel dump truck with plow and sander, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$75,000, or any other amount, for the following Town projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

1. \$25,000 Unsafe Unhealthy Buildings
2. \$25,000 for Unexpected Engineering Services
3. \$25,000 for Bid/Project Overrun

(Town Administrator and CIC Requests)

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount,

for the purpose of a Building Assessment and Capital Plan Study, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(CIC Request)

ARTICLE 19: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$32,500, or any other amount, for the purpose of a Phase II Environmental Study for 500 Avenue A, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(Town Planner Request)

ARTICLE 20: To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$100,670 or any other amount for the purpose of reimbursing the Town for costs associated with the establishment and operation of 253 Farmacy, or pass any vote or votes in relation thereto.

1. \$14,012 to reimburse the Town for costs associated with the establishment and operation of 253 Farmacy
2. \$5,538 to reimbursing the Turners Falls Fire District for costs associated with the establishment and operation of 253 Farmacy
3. \$6,120 for police training relative to cannabis
4. \$75,000 for school substance abuse prevention programs

(Town Administrator Request)

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto. (NOTE: Does SB want 1st line as separate article?)

| Fund | Amount (\$) |
|---|----------------|
| WPCF Capital Stabilization Fund (from WPCF RE) | 180,000 |
| Town Capital Stabilization Fund (from Taxation) | 127,690 |
| OPEB Trust Fund (from Taxation) | 50,000 |
| GMRSD Stabilization Fund (from Taxation) | 39,890 |
| | |
| Total: | 397,580 |

ARTICLE 22: To see if the Town will vote to acquire and accept, by donation, from Millers River Cemetery Corporation, or the current owner, all of the real property known as the Highland Cemetery, containing 7.393 acres, more or less, located at Millers Falls Road, Montague, and shown as Parcel 28-0-13; and further, to acquire and accept, by donation, all of the personal property, funds and accounts of said Millers River Cemetery Corporation owned, maintained and used in connection with the ownership and operation of the Highland Cemetery; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

ARTICLE 23: To see if the Town will vote to approve the following bylaw, or pass any vote or votes in relating thereto.

Montague Public Tree Protection Bylaw

1. Preamble:

The Town of Montague recognizes that trees are an asset to the community and provide a healthier and more beautiful environment in which to live. Trees improve air quality and provide shade, wildlife habitat, and beauty. Trees give protection from wind, glare and noise, and act as barriers and water quality protection. Public trees and landscaping are economically beneficial in attracting new residents, shoppers, visitors and industry. When properly chosen varieties are planted in appropriate settings, trees enhance property values, promote the economic viability of commercial districts, and enhance the desirability and sustainability of residential neighborhoods.

2. Intent and Purpose:

This by-law is enacted for the purpose of preserving and protecting public shade trees pursuant to Massachusetts General Law Chapter 87. It is also enacted to encourage the planting of more public shade trees than are removed to compensate for tree losses and the time it takes for trees to mature.

3. Definitions:

Critical Root Zone (CRZ): Defined by measuring outwards from the trunk a minimum of 1.25 feet for every inch diameter of tree trunk four feet above the ground. For any tree, a minimum of six feet must be protected around trees regardless of the trunk diameter.

Public Tree: Any tree within public right-of-way, in a municipal park, or adjacent to public buildings.

Right-of-Way: All land within the boundaries of the public right-of-way as set forth by an order of the town laying out a public way. The public right-of-way may include not only the traveled surface of the public way but lands adjacent thereto, including sidewalks and the tree belt.

Drip Line: Drip line of a tree is the area defined by the outermost circumference of a tree's canopy, where water drips from and onto the ground.

4. Tree Warden:

The Tree Warden is an elected position pursuant to Massachusetts General Law, Chapter 41, Section 106.

The duties and responsibilities of the Tree Warden shall conform to the Massachusetts General Law Chapter 87 and shall include, but not be limited to the following:

- Care, control, and management of all trees within public rights-of-way, adjacent to public buildings on public land, and on public commons; and the care, control, and management of trees within parks if so requested by the Director of Parks and Recreation;
- Expenditure of funds for public tree planting and maintenance consistent with this bylaw and Massachusetts General Law Chapter 87;
- Enforcement of the provisions of this bylaw and Massachusetts General Law Chapter 87;
- Preparation and maintenance of a current Public Tree Management Plan;
- Coordination with the Highway Department, Planning Department, Parks and Recreation, Planning Board, and the Montague Tree Advisory Committee on matters related to urban forestry and public tree management, and;
- Develop regulations for the care and preservation of public trees and establish fines and forfeitures for violation thereof.
- Other responsibilities consistent with this bylaw and Massachusetts General Laws.

5. Cutting of Public Trees:

Consistent with Massachusetts General Law Chapter 87, no person except the Tree Warden, may cut, trim, prune, damage, or remove any part of a public tree, including the roots within the drip line of the tree, without written permission as described in Section 7.

The Tree Warden may not remove, permit the removal of, or cause to be destroyed any tree greater than 1.5 inches in caliper without a duly advertised public hearing as specified in Massachusetts General Law Chapter 87, or if objection is given at or prior to the hearing in writing, without the additional approval of the Selectboard, unless that tree is determined to be an imminent hazard tree, as described in Section 8.

Utilities may, or at the request of the Tree Warden must, file an annual vegetation management plan and/or a hazard tree removal plan.

In all cases, pruning and removal of public trees shall be done in accordance with the current ANSI pruning standards.

6. Planting of Public Trees:

No person except the Tree Warden may plant a tree on public property without written permission as described in Section 7.

No trees, except those smaller species appropriate for planting under utilities, shall be planted within 10 lateral feet of an overhead electric utility wire.

Consistent with Massachusetts General Law Chapter 87, the Tree Warden may plant trees within 20 feet of the public right-of-way with the written consent of the adjoining land owner. The Property owner will own the tree immediately after planting and is responsible for the maintenance for the lifetime of the tree. The Tree Warden may require a one-time cost share for the expense of the tree.

7. Permission for Planting, Cutting, Pruning or Removal of Non-Hazardous Public Trees:

No person other than the Tree Warden shall plant, prune, trim, cut above the ground, remove, or conduct any excavation within the drip line of, a public tree without first filing an application and procuring written permission from the Tree Warden. The Tree Warden may grant permission, may deny permission or may issue permission with conditions.

Permission must be granted by the Tree Warden not less than three business days in advance of the time the work is to commence with the exception that, if the work consists of cutting down or removal of a public tree, the application shall be made no less than thirty days in advance. At the time that the application is submitted, applicants shall pay a non-refundable fee of five dollars per tree to the Montague Tree Fund. In cases of emergency, an applicant may seek and receive oral permission from the Tree Warden to trim or excavate within the drip line of a public shade tree without first requesting permission in writing. An emergency is defined as an unforeseen occurrence, which requires immediate action to avoid or reduce significant injury or damage to persons or property. Within three business days after oral permission is granted, the applicant must submit a written request to the Tree Warden who shall grant pre-approval due to emergency.

Removal:

An applicant who wishes to remove a non-hazardous public shade tree is responsible for the following expenses:

- Cost of advertising a hearing as specified in Massachusetts General Law Chapter 87;
- Cost of removal of tree and stump, including hauling away of all debris, and proper filling of stump hole;
- Planting of sufficient replacement trees as described below;
- Cost of police traffic details, repair of street surface and road shoulder, protection and restoration of utility structures; and
- All other costs related to the removal and replanting.

Public trees shall not be removed for a private purpose without suitable compensation to the Town for replacements. The value of existing shade trees is to be calculated on an inch-by-inch replacement basis. Replacements shall be at least two-inch trunk

diameter, nursery grown stock. The Tree Warden may, at their discretion, require larger replacements. For example, if an 18-inch diameter tree, measured four feet above grade is to be removed, the applicant must sufficiently reimburse the Town to provide for the purchase and planting of nine, two-inch diameter replacements. At the discretion of the Tree Warden, the applicant shall either:

- A. Arrange to plant suitable replacements using his/her own contractor, working to the Town's specifications, or
- B. Make a cash contribution to the Montague Tree Fund to be used exclusively for the purchase and planting of replacements, and related expenses.

If the applicant proposes to trim or prune a public tree, and if, in the opinion of the Tree Warden, the proposed work will drastically affect the health, beauty, structural stability, or safety of the tree, the Tree Warden may consider the proposed work to have the same effect as the removal of the tree. In these cases, the Tree Warden may either order the removal of the tree, or allow the tree to remain, provided that it does not present an imminent hazard. In either case, appropriate replacement plantings must be provided by the applicant.

Nothing contained in this bylaw shall prohibit the Tree Warden from refusing to permit the cutting, trimming or removal of non-hazardous trees.

All trees or tree parts (i.e. wood) removed from the town trees are owned by the Town of Montague, with the exception of fallen leaves.

8. Removal of Hazard Trees:

The Tree Warden may remove, without a public hearing, a tree that is determined by the Tree Warden, to be an imminent hazard to persons or property.

The hazard determination shall be made based on an objective risk tree rating system such as the USDA Forest Service 12-point Risk Tree Rating system or the International Society of Arboriculture Hazard Tree Evaluation system. Hazard trees shall be prioritized for pruning, removal, or otherwise minimizing the risk based on hazard trees objectively presenting the most risk.

9. Fines:

Any person who removes, or causes to be destroyed, a non-hazardous public tree without a duly advertised hearing, permission from the Tree Warden, and the approval of the Selectboard if an objection is made to the removal, shall pay a fine of up to \$500 or the appraised value of the tree, whichever is greater, to the Montague Tree Fund.

Any person who cuts, trims, prunes, damages or removes any part of a public tree, including the roots within the drip line of the tree, without written permission, or who fails to comply with the conditions of their permission, shall pay a fine of up to \$100 per tree to the Montague Tree Fund.

This provision is inclusive, but not limited to the following prohibited acts:

- Mutilating (e.g. driving in nails or screws), girdling, carving into, or topping a tree;
- Damage to the root system by trenching, digging, or other excavation;
- Tapping a publicly owned sugar maple;
- Removing any tree guard, tree stake, watering bag, or other device or material intended for the protection or to support the health of a public tree;
- Covering or obstructing any open land at the base of a public tree designed to permit access of air, water and fertilizer to the root system;
- Applying or sweeping road salt onto the CRZ of a public tree;
- Securing, fastening or running any rope, wire, holiday lighting, unprotected electrical installation, or other device or material to, around or through a public tree, or attaching any sign, poster, notice or other object to any public tree, except that the Tree Warden may authorize tying temporary signs to such trees as necessary;
- Causing or encouraging any fire or burning within the drip line of any public tree. This includes the grilling of food below a public tree, within the drip line, unless the grill is provided in a public park and is permanently installed under the tree;
- Paving over the tree belt and/or over the CRZ on public land;
- Parking a vehicle on the CRZ of a public tree;
- The application of chemicals including, but not limited to, pesticides and herbicides on public land.

10. Public Hazard and Abatement:

Upon a determination by the Tree Warden that a private tree constitutes a public hazard, they shall give written notice to the owner of the property upon which said hazard exists to remove, or otherwise mitigate the hazard posed by such tree as to cause the hazard to the public to be abated. Failure to comply with such written notice within fifteen days thereafter is a violation of this section, and the Tree Warden or coworkers may then remove or trim such tree and assess the cost thereof against the property.

11. Severability:

Should any part or provision of this bylaw be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the bylaw as a whole or any part thereof other than the part held to be invalid.

Appendix A. Suitable Trees for the Town of Montague (May 2019)

Note: A more extensive discussion of tree tolerances and preferences can be obtained from the MTC in an expanded treatment of this list. **NOTE:** specific cultivar (“variety”) names are listed intentionally. Many species are not suitable for various reasons but the specific cultivars may have special traits that make them much more desirable (e.g. no seed production, narrow outline, shorter stature, etc.). Measurements are mature HEIGHT X WIDTH. Ultimate size is influenced by growing conditions and regional climate. All trees are cold hardy to at least Zone 5 (all of the town of Montague).

Shade trees and ornamental flowering trees

Acer campestre (Hedge Maple) +* (A, B, C) – preferred cultivars are Metro Gold® (aka 'Panacek') and Streetwise™ (aka 'Stwizam') 30'x30'. Obtain trees trained to **one** leader.

Acer ginnala (Amur Maple) +* (A, B, C) Obtain trees trained to **one** leader. 20' x 25'

Acer miyabei (Miyabei Maple) * (E) – preferred cultivar is State Street™ (aka 'Morton') 35' x 35'.

Acer rubrum* (D, E) (Red or Swamp Maple) Male cultivars are preferred to avoid seed.

Acer tataricum (Tatarian Maple) +* (A, B, C) – best cultivar is Rugged Charm®, aka 'JFS-KW2', and HotWings® (aka 'GarAnn') 20' x 20'.

Catalpa speciosa* (Northern Catalpa) (E). 45'x 35'

Celtis occidentalis (Common Hackberry) * (A – if lines are not droopy, B, C) – Better cultivars include 'Chicagoland' and Prairie Sentinel™ (extremely narrow)

Cercis canadensis (Eastern Redbud) + (A – see conditions) – 20'x20'

Cornus mas (Cornelian Cherry Dogwood) +* (A, B, C) 20 to 25 feet Buy only those trained into a tree form.

Cotinus x 'Grace'+* (Grace Cotinus) (A, B, C) 20'x15'

Use only specimens trained to a single stem.

Crataegus viridis 'Winter King' (Winter King Hawthorn) +* (A, B, C)– 30' x 30'

Eucommia ulmoides (E) (Hardy Rubber Tree) – 45' x 45' after 30 years. Use any but Emerald Pointe™ is an upright column only 5 feet wide

Ginkgo biloba* (E) (Ginkgo or Maidenhair tree) Huge but very slow. Use only male clones like 'Autumn Gold', 'Princeton Upright'

Gleditsia triacanthos var. inermis* (C) (Thornless Honeylocust)

(preferably 'Skyline', 'Shademaster' or the narrower 'Draves' aka Street Keeper® Honeylocust). 40-50' x 40-50'

Heptacodium miconioides (Seven Son Flower) +* (A, B, C) Only use single trunk specimens 15-20' at maturity with a 10' spread.

Liquidambar styraciflua 'Ward' (Cherokee™ Sweetgum) * (E) 60'x70'**Maackia amurensis** (Amur Maackia) +* (A) 25'-30' '

Maclura pomifera 'White Shield' (White Shield Osage Orange) +* (A, B, C) 30' x 30'.

Magnolia 'Galaxy' (Galaxy Magnolia) * (E) 30' x 20'.

Magnolia x soulangeana (Saucer Magnolia) + (E) generally 25'x 25'

Malus 'Adirondack' (Adirondack Crabapple) +* (A, B, C). 18'x14'.

Malus 'Sugar Tyme' (Sugar Tyme Crabapple) +* (A, B, C). 18'x16'

Malus 'Donald Wyman' (Donal Wyman Crabapple) +* (B, C). 15' to 20' x 20 to 25'

Platanus x acerifolia (Planetree) * (E). 80' x 80' is possible. Use only disease-resistant cultivars like 'Morton Circle' aka Exclamation!® or 'Bloodgood'.

Prunus sargentii +* (Sargent Cherry) (A, B) 30'x30' The cultivar 'Columaris' is a narrow (to 20') vase shaped tree useful when width is an issue.

Prunus serrulata 'Kwanzan' (Kwanzan cherry) +* (A, B) 25'x25'

Prunus virginiana 'Canada Red' (Canada Red Choke Cherry) * (A, B, C). Purple leaves. 25-35'x18'

Prunus x yedoensis (Yoshino Flowering Cherry) (A, B) 25' x 25'

Quercus Oaks produce acorns, which can litter streets and if planted near fast traffic roads hit moving cars at high speed. Oaks also extend cleanup season as many leaves are retained until spring.

Quercus bicolor * (Swamp White Oak) (E) About 50'x 50'

Quercus palustris * (Pin Oak) (C, E) – 60'x40'

Quercus rubra * (Red Oak) (E) 70'x60'

Sophora japonica, now Styphnolobium japonicum (Scholar Tree) * (E). '60'x 60' at maturity. Regent' is the best cultivar as it grows fast enough to be useful.

Syringa reticulata*? (Japanese Tree Lilac) (A, B). 20'x20' 'Ivory Silk', 'Summer Snow', and 'Regent' will perform best but mixed results under city conditions .

Taxodium distichum (Bald Cypress) * (D, E) Preferred cultivars are 'Mickelson' aka Shawnee Brave® (50'x20') or 'Skyward' (20'x6')

Tilia americana 'Redmond' (Redmond Linden) * (E).

Tilia cordata × *mongolica* 'Harvest Gold' (Harvest Gold Linden) * (E)

40'x 30'.

Tilia cordata (Littleleaf Linden) * (E) Greenspire® or 'Norlin' are good cultivars but there are many good selections. 60'x35'

Ulmus davidiana var. *japonica* 'Discovery' (Discovery Elm)* (C, E). 40'x35'

Ulmus 'Frontier' (Frontier Elm) * (A, C, E). (35'x20')

Ulmus wilsoniana 'Prospector' (Prospector Elm) * (E) 40'x25'

Ulmus 'Morton Glossy' (Triumph™ Elm) * (E) 50'x40'

Zelkova serrata (Japanese Zelkova) * (A, B for 'Musashino', C, E for the rest)

Dwarf 'JFS-KW1' aka City Sprite® (24'x18'), Wireless® aka 'Schmidtlow' flat top that avoids power lines (24'x35') or use 'Musashino' tight upright column (45'x15') or 'Village Green' when space permits as it provides more shade (50'x50').

KEY:

Trees with no asterisk or plus sign are suitable for parks and open spaces and may not tolerate street conditions (drought, salt, compaction, limited root zone).

* Trees that can tolerate street conditions (size, width, shade vs. sun, etc. still need to be considered).

The width of the tree belt or size of a tree pit will greatly influence success on some if not all of these.

+ Trees suitable for use under power lines.

Mapping codes below established by the Franklin Regional Council of Governments (FRCOG)

- A. Under utility lines
- B. In otherwise constrained canopy area (but not under utility line)
- C. In constrained root area
- D. In wetland or river area
- E. No constraints (park, front yard, wide tree belt (8 feet or greater))

Fruit trees

The planting of edible fruit or nut bearing trees on municipal tree belts is prohibited in Montague, except by the permission of the Tree Warden. Fruit and nut trees can cause damage to personal property (e.g. automobiles) and their low-lying limbs can provide obstruction to easy passage of pedestrians on sidewalks. They are generally considered shorter lived and more pest prone than urban shade trees. Acknowledging the important resource (nutritious fresh food) and positive community associations and harvesting traditions that develop around fruit and nut trees, the use of edible fruit and nut bearing species at community gardens and certain parklands is acceptable, with the permission of the Tree Warden.

If fruit trees are to be planted the following should be used because they require less intensive pest control:

Apple varieties ('Baldwin', 'Raritan', 'Northern Spy', 'Fuji', 'Liberty', 'Honeycrisp', 'Red Delicious', and 'Gold Delicious')

Peach varieties ('Harcot')

Pear varieties ('Seckel')

(Montague Tree Advisory Committee Request)

ARTICLE 24: To see if the Town will vote to amend Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by creating a new Montague Tree Fund for the Fiscal Year beginning July 1, 2021, with the changes as shown in **bold** below; and to establish

Annual Town Meeting Warrant

May 1, 2021

Page 12 of 15

an annual spending limit of \$5,000 for said Montague Tree Fund revolving fund, and which funds may be expended without further appropriation for the purposes defined therein, with such expenditure limits to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; provided, however, that in accordance with state law, the Select Board, with the approval of the Finance Committee, may increase the limit for that fiscal year only, or pass any vote or votes in relation thereto.

Section 7: Revolving Funds

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

| <u>Revolving Fund</u> | <u>Spending Authority</u> | <u>Revenue Source</u> | <u>Allowed Expenses</u> |
|---|---------------------------|---|---|
| Hazardous Materials Response Planning Committee (a.k.a. SARA Title III Committee) | SARA Title III Comm | Fees collected from individuals responsible for oil and hazardous material spills | For the purpose of cleaning up oil and hazardous material spills |
| Montague Tree Fund | Tree Warden | Fees received under the Public Tree Protection Bylaw | Tree planting and maintenance consistent with the Public Tree Protection Bylaw |

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

(Montague Tree Advisory Committee Request)

ARTICLE 25: Petitioned Article

A Resolution in Opposition to State Subsidies and & Incentives for Biomass Plants

WHEREAS, the Town Meeting of Montague is committed to ensuring and safeguarding the health, safety, and environment of the residents in our community, and

WHEREAS, wood-burning biomass plants are a highly polluting form of energy generation, known to release pollutants including fine particulate matter, volatile organic compounds, nitrogen oxides, carbon monoxide, and carbon dioxide, and

WHEREAS, the Commonwealth adopted science-driven Renewable Portfolio Standard (RPS) regulations in 2012 recognizing that wood-burning power plants emit more carbon dioxide than fossil fuel power plants per unit of energy generated, and

WHEREAS, if the weakened RPS regulations proposed in December 2020 by the Massachusetts Department of Energy Resources (DOER) go into effect, Massachusetts subsidies and incentives would be available for inefficient large-scale biomass power plants, and

WHEREAS, the proposed RPS regulations would wrongly incentivize and directly subsidize the construction of a large-scale wood-burning biomass plant proposed by Palmer Renewable Energy in Springfield, an Environmental Justice community already heavily burdened by industrial air pollution and by record-setting rates of asthma and other respiratory illnesses, and

WHEREAS, our Town Meeting stands in solidarity with the residents of the City of Springfield, and the Springfield City Council, which passed a resolution on December 21, 2020, opposing Massachusetts state subsidies and incentives for wood-burning biomass plants,

NOW, THEREFORE BE IT RESOLVED, that Montague Town Meeting opposes any state subsidies or incentives for commercial wood-burning biomass plants in the Commonwealth of Massachusetts, and

BE IT FURTHER RESOLVED, that Montague Town Meeting calls upon the Massachusetts DOER to revise the proposed RPS regulations by returning the woody biomass provisions to their previous, science-based language, and

BE IT FURTHER RESOLVED, that Montague Town Meeting urges its State Legislative Delegation to support legislation in the forthcoming session of the Massachusetts General Court to remove and bar taxpayer and ratepayer incentives for commercial biomass power plants in the Commonwealth of Massachusetts, and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to our municipality's State Legislators, as well as Governor Charles Baker, DOER Commissioner Patrick Woodcock, and the Co-Chairs of the Joint Committee on Telecommunications, Utilities, and Energy Committee, Senator Mike Barrett and Representative Jeff Roy.

Given under our hands this 26th day of April in the Year of Our Lord Two Thousand and Twenty One.

Michael Nelson

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA April ____, 2021

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

Constable of Montague

SECTION 00531

AGREEMENT

THIS AGREEMENT, made this 5th day of April, 2021, by and between the Board of Selectmen, Town of Montague, Massachusetts, hereinafter called "OWNER" and A.J. Virgillio Construction, Inc. doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **Chestnut Hill Loop Bridge Replacement**.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The CONTRACTOR will commence Work under this Contract on or before the date specified in the Notice to Proceed and, due to permitting restrictions to perform the work during low flows, the schedule is anticipated to be the following:
 - a) Tentative construction start date: June 19, 2021
 - b) Substantially Complete by: October 17, 2021
 - c) Final Completion by: November 16, 2021

Note: Actual start date may be adjusted based on the mutually agreed upon date proposed by the CONTRACTOR and accepted by the OWNER, provided the site conditions are in conformance with the conditions of the MADEP and USACOE permits.

4. The contract deadlines are as follows:
 - a) The CONTRACTOR shall achieve substantial completion as determined by the ENGINEER within 120 days of the date of the signed NOTICE TO PROCEED.
 - b) The CONTRACTOR shall achieve final completion as determined by the ENGINEER within 30 days of substantial completion.
5. The CONTRACTOR agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the unit prices shown in the Bid schedule.
6. The term "Contract Documents" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for BIDDERS
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement
 - (F) General Conditions
 - (G) Supplemental General Conditions
 - (H) Special State Conditions
 - (I) Payment Bond
 - (J) Performance Bond
 - (K) Notice of Award

- (L) Notice to Proceed
- (M) Change Order
- (N) Drawings prepared by Stantec Consulting Services Inc.
- (O) Specifications prepared by Stantec Consulting Services Inc.
- (P) MassDOT Standard Specifications for Highways and Bridges
- (Q) MassDOT Standard Specifications for Construction
- (R) MADEP General Permit and Site-Specific Order of Conditions
- (S) USACOE General Permit and Site-Specific Conditions
- (T) Addenda:

No. 1, dated January 22, 2021.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as Commonwealth Law (Chapter 30, Section 39G of M.G.L.) otherwise provides, the amount the OWNER retains shall be limited to the following:
 - (a) Withholding of not more than 5 percent of the payment claimed until work is substantially complete.
 - (b) When the work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 1 percent to only that amount necessary to assure completion.
 - (c) The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.
 - (d) The OWNER may accept securities negotiable without recourse, condition or restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the CONTRACTOR instead of all or part of the cash retainage.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

Board of Selectmen
Town of Montague, Massachusetts

Richard Kuklewicz, Chairman

Christopher Boutwell, Clerk

Michael Nelson, Vice Chair

I certify that there is an appropriation in the amount of this contract and that the Board of Selectmen has been authorized to execute the contract and approve all requisitions and change orders.

(SEAL)

Carolyn Olsen, Town Accountant

ATTEST:

Name: _____
Debra Bourbeam, Town Clerk

CONTRACTOR:

A.J. Virigillio Construction Inc.
(Company Name)

By: _____
(Signature)

Name: _____
(Please Type)

(Title)

Address: 86 Summit Lock Rd,
Westfield, MA 01085

Telephone No.: (413) 562-6600

(SEAL)

ATTEST:

(Signature)

Name: _____
(Please Type)

NOTE: If the CONTRACTOR to whom this Contract is awarded is a corporation, an affidavit giving the principal the right to sign the contract must accompany the executed Contract.

END OF SECTION

SECTION 00680

NOTICE TO PROCEED

To: A.J. Virgillio Construction Inc.
86 Summit Lock Rd. Westfield, MA 01085

Date: April 5, 2021

Project: **CHESTNUT HILL LOOP BRIDGE REPLACEMENT**

You are hereby notified to commence Work in accordance with the Agreement dated April 5, 2021, on June 19, 2021, unless it is mutually agreed upon by the TOWN and CONTRACTOR that the site conditions allow an earlier start of construction date based on the conditions outlined in the permits for the project. Based on the stated NTP date the date of completion of all Work shall be November 16, 2021.

Board of Selectmen
Town of Montague, Massachusetts

Richard Kuklewicz, Chairman

Michael Nelson, Vice Chairman

Christopher Boutwell, Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 20_____.

By: _____

Title: _____

END OF SECTION