

**MONTAGUE SELECTBOARD MEETING**  
**Town Hall, 1 Avenue A, Turners Falls, MA 01376**  
**Monday, December 6, 2021**

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

**Join Zoom Meeting:** <https://us02web.zoom.us/j/86794887476>

**Meeting ID:** 867 9488 7476      **Password:** 191954

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

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30 PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
  
2. 6:30            Approve Minutes:
  - Selectboard Meeting November 29, 2021 if available
  
3. 6:31            Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
  
4. 6:35            Shawn Hubert, Hubies Tavern and Restaurant – Cancellation and/or Non-Renewal of Liquor License Hearing
  
5. 6:40            Michael McCarthy, Riff's North, Cancellation and/or Non-Renewal of Liquor License Hearing
  
6. 6:45            COVID Updates
  - Review of COVID Case Counts and Trends
  - Discuss any other needed response to COVID situation
  
7. 7:00            Personnel Board
  - Expected Staffing Request for FY23 Budget – Police Department
    - 2 Police Officers, Sergeant and Dispatcher
  
8. 7:15            Mike Kane, Anna Raby, Eversource
  - Update on Double Utility Poles in Montague
  
9. 7:25            Walter Ramsey, Town Planner
  - Authorize amendment#2 with Wright-Pierce Engineers for final permitting and construction administration phase services for the Montague City Road Flooding Relief Project. Value of contract amendment is \$47,090.
  - Accept Zoning Bylaw Amendment Petition from the Planning Board regarding regulation of Battery Energy Storage Facilities
  - Request participation in the proposal for the Mass in Motion Municipal Wellness & Leadership Initiative RFR submitted by the Franklin Regional Council of Governments

**MONTAGUE SELECTBOARD MEETING**  
**Town Hall, 1 Avenue A, Turners Falls, MA 01376**  
**Monday, November 29, 2021**

- 10. 7:40 Request to forgo following the new policy of 2 separate tax classification meetings as a result of the delay in getting values approved by DOR in this revaluation year
- 11. 7:50 Request to transfer \$2,000 from CD Discretionary Unallocated (225-5-184-5200) to CD Downtown Beautification (225-5-184-5233)
- 12. 7:55 Execute 3 Year Agreement with Crocker Communications, Inc., Voice Over Internet Protocol (VoIP) Agreement, \$546.84/month
- 13. 8:00 Municipal Participation in Statewide Opioid Settlement
- 14. 8:10 Executive Assistant Business
  - FY 23 License Renewal Fees

**Other:**

- Anticipated Next Meeting Date: Monday, December 13, 2021 at 6:30 PM via ZOOM



*Selectboard*  
**Town of Montague**  
1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108  
FAX: (413) 863-3231

November 30, 2021

CERTIFIED MAIL – RETURN RECEIPT REQUESTED  
ELECTRONIC MAIL

Mr. Shawn Hubert  
Hubies Tavern and Restaurant  
66 Avenue A  
Turners Falls, MA 01376

Re: Notice of Hearing – Cancellation and/or Non-Renewal of Liquor License  
Hubies Tavern and Restaurant, Montague, MA

Dear Shawn:

**On Monday, December 6, 2021, at 6:35 pm, via ZOOM link at:**  
**<https://www.montague-ma.gov/d/5487/Selectboard-Meeting>**, the Montague Select Board will hold a public hearing in accordance with Massachusetts General Laws, Chapter 138, Section 77, to determine whether the license to sell all kinds of alcoholic beverages on the premises of 66 Avenue A, Montague, MA and held by Hubies Tavern Inc., d/b/a Hubies Tavern and Restaurant, should be cancelled and/or not renewed as a result of the license holder ceasing to conduct the licensed business.

You are invited to participate in the hearing and be represented by counsel at your own expense if you wish. At that time you may produce any documentation of any special circumstances or considerations that would support a request that the license not be cancelled.

In lieu of proceeding with the hearing, you may surrender the license by providing written notice to: Wendy Bogusz, Executive Assistant, by mail to 1 Avenue A, Turners Falls, MA 01376 and/or by electronic mail to: [wendyb@montague-ma.gov](mailto:wendyb@montague-ma.gov). Upon receipt of such notice, the hearing will be cancelled and you will be deemed to have surrendered all rights in said license.

If you have any questions, you may contact me at (413) 863-3200 ext. 108.

Very truly yours,  
*Wendy*  
Wendy Bogusz  
Executive Assistant



*Selectboard*  
**Town of Montague**  
1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108  
FAX: (413) 863-3231

November 30, 2021

CERTIFIED MAIL – RETURN RECEIPT REQUESTED  
ELECTRONIC MAIL

Mr. Michael J. McCarthy  
Riffs North  
166 Avenue A  
Turners Falls, MA 01376

Re: Notice of Hearing – Cancellation and/or Non-Renewal of Liquor License  
Riffs North, Montague, MA

Dear Mike:

**On Monday, December 6, 2021, at 6:40 pm, at Montague Town Hall, 1 Avenue A, Turners Falls, MA and via ZOOM link at: <https://www.montague-ma.gov/d/5487/Selectboard-Meeting>, the Montague Select Board will hold a public hearing in accordance with Massachusetts General Laws, Chapter 138, Section 77, to determine whether the license to sell all kinds of alcoholic beverages on the premises of 166 Avenue A, Montague, MA and held by Riff's Inc., d/b/a Riffs, should be cancelled and/or not renewed as a result of the license holder ceasing to conduct the licensed business.**

You are invited to participate in the hearing and be represented by counsel at your own expense if you wish. At that time you may produce any documentation of any special circumstances or considerations that would support a request that the license not be cancelled.

In lieu of proceeding with the hearing, you may surrender the license by providing written notice to: Wendy Bogusz, Executive Assistant, by mail to 1 Avenue A, Turners Falls, MA 01376 and/or by electronic mail to: [wendyb@montague-ma.gov](mailto:wendyb@montague-ma.gov). Upon receipt of such notice, the hearing will be cancelled and you will be deemed to have surrendered all rights in said license.

If you have any questions, you may contact me at (413) 863-3200 ext. 108.

Very truly yours,

*Wendy*  
Wendy Bogusz  
Executive Assistant

most patrolmen on P8, so hired in house, Sgt woul

Grade/Step	Patrolman P1	Sergeant S3	Dispatcher D2
Hourly Rate	23.29	32.77	21.94
Annual Wages (1975 hours)	45,997.75	64,720.75	43,331.50
Holiday (assume work 6, off 6)	3,353.76	4,718.88	3,159.36
subtotal wages	49,351.51	69,439.63	46,490.86
Medicare	715.60	1,006.87	674.12
Health Ins assume HMO E+1	13,873.92	13,873.92	13,873.92
Life Ins	136.32	136.32	136.32
Uniform Allowance	900.00	900.00	
Retirement (using FY22 costs)	13,949.31	19,627.26	13,140.74
<b>Total Costs</b>	<b>78,926.66</b>	<b>104,984.00</b>	<b>74,315.96</b>

Total Town Assessment FY22	1,066,196
Wages Sep 2020	3,772,114
Actual cost of Retirement	0.282652089
Usually used	0.09

## WendyB-Montague Selectboard

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**From:** Walter Ramsey - Montague Planner  
**Sent:** Wednesday, December 1, 2021 6:17 PM  
**To:** WendyB-Montague Selectboard  
**Cc:** StevenE - Montague Town Administrator  
**Subject:** 12/6 Planning Dept SB Agenda Items  
**Attachments:** Amendment #2 City Road - Wright-Pierce RTW Signed (1).pdf; Battery Energy Storage Zoning petition.pdf; Battery Storage Powerpoint.pdf

Hi Wendy,

Can you please include these items on the upcoming agenda and share this information with the selectboard. Thank you.

12/6 Items

- Authorize amendment#2 with Wright-Pierce Engineers for final permitting and construction administration phase services for the Montague City Road Flooding Relief Project. Value of contract amendment is \$47,090.
  - *Project to be bid this winter for summer construction. Additional, unanticipated permitting and sampling is required per Army Corps of Engineers in order to bid the project. Those costs have been built into this amendment. A revised final construction cost estimate will be prepared in advance of bidding as part of this scope. We are still on budget based on the 2019 construction estimate, but please be aware that the bidding environment is volatile. I hope to have firm bid figures in advance of a late February Special Town Meeting.*
- Accept Zoning Bylaw Amendment Petition from the Planning Board regarding regulation of Battery Energy Storage Facilities
  - *In Montague, a battery energy storage facility would be considered a "Public Utility" use which is allowed by Special Permit in all zoning districts except RS-1 and RS-2. The Planning Board's proposed amendments represent an increase in restrictiveness in terms of land area and permit standards over a "public utility" use, however the proposed amendments are intended to prescribe a clearer set of standards/expectations that would facilitate the granting of a special permit for a properly sited and planned facility within the Industrial or Historic Industrial Zoning District.*

Upcoming 12/13 Items

- Overview of Planning Board's Proposal for 40R Smart Growth Zoning Overlay District to incentivize and plan for new housing in downtown Turners Falls.
- Discussion of potential for 0.65 acre municipal parcel on First Street (Map 4 Lot 31) to be redeveloped into housing in coordination with proposed rezoning.

- Authorize 2022 Planning Assistance Grant in the amount of \$33,000 to conduct Phase I of a Municipal Comprehensive Plan Update: Community Visioning and Scenario Planning.
  - *Montague would contract with FRCOG to implement the scope of work to begin updating Montague's 23 year old Comprehensive Plan. Up to 180 hours of Planning Staff time would be used to meet the match over FY22 and FY23. The technical assistance to be funded under the grant will: 1) Establish a robust and diverse comprehensive plan committee 2) Develop, deploy, analyze a thorough community visioning survey 3) Conduct community visioning sessions and scenario planning exercises 4) Develop a community vision that will frame the development of the Montague Comprehensive Plan.*

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

9A

**AMENDMENT NO. 2**  
**TO**  
**AGREEMENT BETWEEN**  
**TOWN OF MONTAGUE**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**MONTAGUE CITY ROAD**



**AMENDMENT NO. 2**  
**TO**  
**AGREEMENT BETWEEN**  
**TOWN OF MONTAGUE**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**MONTAGUE CITY ROAD**

This AMENDMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Town of Montague, (hereinafter called CLIENT), and WRIGHT-PIERCE (hereinafter called ENGINEER).

WHEREAS, an Agreement was entered on October 22, 2018 between the CLIENT and ENGINEER, which Agreement is entitled Montague City Road, Flooding Protection (hereinafter referred to as AGREEMENT).

WHEREAS,

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between CLIENT and ENGINEER to amend the AGREEMENT as follows:

1. The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.
2. The scope shall be as described as the following:

**Task 4 - USACOE:** ENGINEER will amend its existing subconsultant contract agreement with SWSCA for additional environmental permitting services. Refer to the attached proposal dated August 31, 2020. The scope of additional permitting services are for submission of the U.S. Army Corps of Engineers (USACOE) Pre-Construction Notification (PCN). Under this task, notification of updated Plans will be coordinated with the MassDEP, Conservation Commission and MEPA office.

**Task 5 – Sediment Sampling:** ENGINEER will amend its existing subconsultant contract agreement with SWSCA for additional due-diligence review of the previously submitted Water Quality Certification application (WQC) and perform a sediment sampling and analysis program to further coordinate with MassDEP. Refer to the attached proposal dated November 20, 2020.

**Task 6 – Regulatory Coordination:** ENGINEER will assist environmental subconsultant with permit negotiations and incorporate anticipated conditions of approval from Tasks 4 and 5 into the current permit drawings for distribution and coordination with all authorities having jurisdiction.

**Task 7 - Construction Documents and Bidding Assistance:** Upon receipt of regulatory approvals detailed above, ENGINEER will refine the permit drawing, and specifications to a level suitable for construction purposes. Work under this task will include the following items: Preparation of final engineering design plans and construction details stamped issued for construction. Preparation of final construction specifications and contracts suitable for bidding purposes. Preparation of associated opinion of probable construction cost.

ENGINEER will assist the CLIENT with bidding the Project under a single construction contract contemplated for the Spring of 2022. Work under this task will include coordination of bid advertising in local publications (costs for advertising to be paid for by the Town) and construction industry media, issuing plans and specifications to bidders, organizing and holding a pre-bid meeting, responding to bidder questions, preparing and distributing Addenda, attending bid opening, evaluation of bids received, and a recommendation of award.

**Task 8 – Construction Engineering Services:** Provide construction administration services for the construction contract beginning in the early Summer of 2021. Efforts will include:

- Assistance to the CLIENT in executing the construction contract.
- Facilitation of pre-construction meetings with the CLIENT, DPW, contractor, Conservation Agent. This task includes up to two (2) on-site meetings.
- Coordination with an environmental subconsultant and contractor to follow all conditions of the Order of Conditions issued for this project.
- Review and processing of shop drawings and contractor RFIs.
- Review of monthly payment applications.
- Review and monitoring of the Contractor's schedule.
- Coordination with the CLIENT, Contractor, and RPR throughout construction.
- On-site supervision and monitoring of the resource area work.
- Coordination and oversight of the RPR.
- Preparation of documentation required for close-out of the project.
- Review of record drawings prepared by a registered land surveyor under contract with the selected contractor
- Hours of Construction Administration limited to those listed in the fee table below; additional hours if needed can be provided at the listed hourly rate upon your approval.

**Task 9 - Resident Project Representative (RPR):** ENGINEER to provide a RPR on a full-time basis at the site to monitor the work and its compliance with the design. The RPR shall observe the construction and act as direct by the Engineer, particularly related to the following:

- Attend meetings with the Contractor, including the preconstruction conference, progress meetings, and other project related meetings.
- Maintain records of the work.
- Provide reports of the work.

- Conduct a preliminary review of payment requests.
- Hours of RPR limited to those listed in the fee table below; additional hours if needed can be provided at the listed hourly rate upon your approval

3. The fee schedule shall be as described in Table below:

Task #	Description	Estimated Fee
1	Schematic Design	Complete
2	Design Development and Permitting (Con Com)	Complete
3	401 WQC & MassDEP Permitting	Complete
4	USACOE Permitting - PCN	\$8,650
5	Due Diligence and Sediment Sampling	\$10,490
6	Regulatory Coordination and Permitting	\$3,000
7	Construction Documents & Bidding Assistance	\$5,000
8	Construction Engineering Services (based on 30 hours of Construction Engineering Services assuming for Project Manager at up to \$205/hour)	\$6,150
9	Resident Project Representative (RPR) (based on 120 hours at \$115/hour)	\$13,800

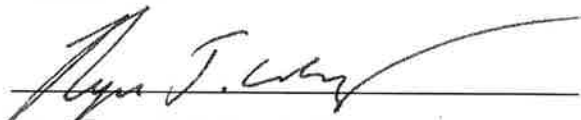
4. The fee shall be increased from \$54,700 to \$101,790 for the services described herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

CLIENT:

ENGINEER:

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

  
By: Ryan T. Wingard, PE

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title: Vice President

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

\_\_\_\_\_  
Date: November 24, 2021



ENVIRONMENTAL CONSULTANTS

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Amherst Office  
 15 Research Drive  
 Amherst, Massachusetts 01002  
 Tel 413.256.0202 Fax 413.256.1092

August 31, 2020

Mr. Tom Hogan  
 Wright-Pierce  
 94 North Elm Street, Suite 205  
 Westfield, Massachusetts 01085  
[Thomas.hogan@wright-pierce.com](mailto:Thomas.hogan@wright-pierce.com)

**Re: Change Order Environmental Permitting  
 Flood Resiliency Planning, Montague City Road  
 Montague, MA  
 SWCA Project No.: 52328**

Dear Tom:

SWCA Environmental Consultants (SWCA) has been assisting Wright-Pierce and the Town of Montague to permit the Montague City Road channel project. To date SWCA has submitted a Notice of Intent (NOI) to improve inadequate drainage along this road and received an Order of Conditions. An Environmental Notification Form was also submitted to the Massachusetts Environmental Policy Act (MEPA) Office and a Certificate of the Secretary of Energy and Environmental Affairs was issued on December 19, 2019. The certificate issued states that the project does not require the preparation of an Environmental Impact Report. In December 2019, SWCA also submitted a Water Quality Certification Application to the Massachusetts Department of Environmental Protection (MassDEP), Boston Office. This application is still pending review by MassDEP.

SWCA submitted a Self-Verification Form (SVF) to the U.S. Army Corps of Engineers (USACE), and a site visit was conducted with the reviewer in the spring of 2020. Based on that visit, and review of the project, the plans have been revised. The most recent calculated impacts to Bank, Bordering Vegetated Wetlands and Land Under Water, will now require a Pre-Construction Notification (PCN). SWCA is therefore providing you with this change order to submit the PCN. In addition, as the plans have changed, SWCA will notify the MassDEP, Conservation Commission and MEPA office of the changes and provide an updated plan set.

**SWCA is requesting a change order for an estimated contract value increase of \$8,650 to complete the additional permitting. This work will be completed as a change order in accordance with the previously signed contract dated August 15, 2019. A change order form is attached for signature.** We will invoice your office monthly and payment is due within 30 days. If during the course of the project additional time or tasks are required of SWCA, we will contact you to discuss the necessary changes. A change order will then be provided to you for approval prior to initiating the additional task. We appreciate the opportunity to provide you with these services and look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Valerie Miller".

Valerie Miller  
 Team Lead, Natural Resources

## SCOPE OF SERVICE

SWCA Environmental Consultants (SWCA) is providing Wright-Pierce with this a change order request to prepare a Pre-Construction Notification (PCN) application with the US Army Corps of Engineers (USACOE). Previously a Self-Verification Form (SVF) was submitted to the USACOE and a site visit was conducted. Since the site visit the project plans have been revised and the currently proposed impacts to jurisdictional resource areas trigger the filing of a PCN. The items to be provided to the USACOE are described herein and required by the Department of the Army General Permits for the Commonwealth of Massachusetts (General Permit).

### TASK 1 PRE-CONSTRUCTION NOTIFICATION

SWCA will file a Pre-Construction Notification (PCN) with the Army Corps of Engineers (ACOE). The PCN will request written verification from the ACOE that the project qualifies for authorization under the General Permit. Documents developed in support of the NOI, Environmental Notification Form (ENF) and Water Quality Certification application (WQC) submittals will be used to support the PCN submittal. The PCN will need to be submitted prior to starting work in the ACOE jurisdiction. Items to be included in the PCN submittal are as follows:

- Updated CAD plans
  - Provided by Wright-Pierce
- Form 4345
- Site figures, including a topographic and Orthophotograph of the site area
- Summary of the project and a summary of how the project meets the applicable general conditions outlined in the General Permit
- Submit the final documents to USACOE, Massachusetts Department of Environmental Protection, Massachusetts Historical Commission (MHC), Tribal Historic Preservation Officers, and other required departments as needed

### TASK 2 CORRESPONDENCE WITH AGENCIES

SWCA will contact the Town of Montague's Conservation Commission, MassDEP Western Regional Office, Massachusetts Environmental Policy Act Office (MEPA) to inform them that the project plans have been revised. We will provide each office with a copy of the updated plan with a cover letter outlining the changes to the plan since previously filing with their offices.

### ASSUMPTIONS

- SWCA will utilize the plan set developed by Wright-Pierce for the USACOE permit submittal
- The proposal and cost does not include formal written responses to MHC, Tribal Historic Preservation Officers, or other regulatory agencies beyond providing existing and available data
- The proposal does not include any site surveys or further site evaluations that might be required by a reviewing entity
- The proposal does not include submitting additional permitting applications or documents, beyond those stated in Task 2, to regulatory agencies that have previously received permit applications for this project

# COST ESTIMATE

Task	Description	Labor	Expense	Project Total
1	Pre-Construction Notification	\$7,900	\$0.00	\$7,900
2	Correspondence with Agencies	\$750	\$0.00	\$750
	<b>Totals</b>	<b>\$8,650</b>	<b>\$0.00</b>	<b>\$8,650</b>



**SERVICES AGREEMENT CHANGE ORDER**

Amherst Office  
15 Research Drive  
Amherst, Massachusetts 01002  
Tel 413.256.0202 Fax 413.256.1092  
Tax I.D. Number 860483317

**Project Name:** Flood Resiliency Planning  
**Client:** Wright Pierce  
**SWCA Project Manager:** Valerie Miller

**Project Number:** 52328  
**Date :** August 31, 2020

The purpose of this Change Order is to reflect certain modifications to the contract for services ("Agreement") entered into between SWCA, Incorporated ("SWCA") and the client identified above ("Client") pursuant to which SWCA agreed to provide certain services to Client. SWCA and Client agree to the following modifications:

**Changes in Scope of SWCA Services:** The following describes any changes in the scope of services to be provided by SWCA: [describe any additional services, reductions in scope or other modifications]

Please see attached letter dated August 31, 2020

**Changes in Fees for SWCA Services:** The following describes any changes in the amount of fees payable to SWCA: [describe any additional fees, reductions or other modifications; describe whether additional fees are to be billable as provided in original contract or on another basis (e.g., fixed fee or time and materials)]

\$8,650

**Changes in SWCA Cost Reimbursement:** The following describes any changes in costs reimbursable to SWCA: [describe any changes in the nature or amount of reimbursable costs]

No change from original contract dated August 15, 2019

**Changes in Payment Terms:** The following describes any changes in payment terms for fees and costs payable to SWCA: [indicate whether payment terms are same as original contract or whether payment terms are being modified]

No change from original contract dated August 15, 2019

**Other Changes:** The following describes any other changes in the terms of the Agreement: [describe any other significant changes such as changes in estimated completion date]

No change from original contract dated August 15, 2019

Except as modified by this Change Order, the terms of the Agreement shall remain in full force and effect. This Change Order is hereby incorporated into the Agreement.

**SWCA**  
ENVIRONMENTAL CONSULTANTS  
SWCA Incorporated, an Arizona corporation

**By:** \_\_\_\_\_  
(signature)

**Name:** Valerie Miller

**Title:** Team Lead, Natural Resources

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

**Client:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(signature)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

Amherst Office  
 15 Research Drive  
 Amherst, Massachusetts 01002  
 Tel 413.256.0202 Fax 413.256.1092

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November 20, 2020

Mr. Tom Hogan  
 Wright-Pierce  
 94 North Elm Street, Suite 205  
 Westfield, Massachusetts 01085  
[Thomas.hogan@wright-pierce.com](mailto:Thomas.hogan@wright-pierce.com)

**Re: Change Order Request Due Diligence Review and Sediment Sampling and Analysis  
 Flood Resiliency Planning, Montague City Road  
 Montague, Massachusetts  
 SWCA Project No.: 52328**

Dear Mr. Hogan:

SWCA Environmental Consultants (SWCA) has been assisting Wright-Pierce and the Town of Montague to permit the Montague City Road channel project. In December 2019, SWCA submitted a Water Quality Certification Application (WQC) to the Massachusetts Department of Environmental Protection (MassDEP), Boston Office. Upon review of the WQC application, the MassDEP determined that a sediment sampling and analysis program, including due diligence review, is necessary in order to dispose of dredged sediments in on-site uplands as described in 314 CMR 9.00, the WQC regulations.

The WQC application had stated that samples would not be collected from the stream as portions of the stream are located on Pan Am Railways (Pan AM) property. At this time, the MassDEP would like samples collected from those areas not located on Pan AM property to assess disposal options. SWCA is therefore providing you with this change order to conduct the due diligence review and sediment sampling and analysis program at the Montague City Road project site.

SWCA is requesting a change order for an estimated contract value increase of \$10,490 to complete the due diligence review and sediment sampling and analysis program. This work will be completed as a change order in accordance with the previously signed contract dated August 15, 2019. Tasks 1, 2 and 4 will be invoiced as fixed fee amounts. Task 3, if required, will be invoiced on a per sample basis. A change order form is attached for signature. We will invoice your office monthly and payment is due within 30 days.

If during the course of these tasks additional items are required, we will contact you to discuss the necessary changes. A change order will then be provided to you for approval prior to initiating the additional task. We appreciate the opportunity to provide you with these services and look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Valerie Miller".

Valerie Miller  
 Team Lead, Natural Resources





## SCOPE OF SERVICE

SWCA Environmental Consultants (SWCA) is providing Wright-Pierce with this a change order request to conduct a due diligence review and sediment sampling and analysis program as required by the Massachusetts Department of Environmental Protection's (MassDEP's) 401 Water Quality Certification application (WQC) submittal described in 314 CMR 9.00 the WQC regulations.

### TASK 1 DUE DILIGENCE REVIEW

As required in section 314 CMR 9.07, SWCA will conduct a due diligence review of the Montague City Road project site and vicinity to evaluate the potential for sediments to have concentrations of oil or hazardous materials as defined in 310 CMR 40.0000, the Massachusetts Contingency Plan (MCP). The focus of the due diligence review will be the project area and adjoining properties. SWCA's review will include MassDEP's Bureau of Waste Site Cleanup Searchable Site list of prior releases, Montague City historic land use information and historical mapping and orthophotography.

Results of the due diligence review will be used to determine if additional contaminants of concern should be included for analysis with the required parameters listed in 314 CMR 9.07 (see Task 2). Due diligence review results will be provided in a summary sediment sampling and analysis report. This report will be submitted to MassDEP in support of the WQC application.

### TASK 2 SEDIMENT SAMPLING AND ANALYSIS PROGRAM

SWCA will conduct a sediment sampling and analysis program at the Montague City Road project site based on the results of the due diligence review described above and the standard sediment chemical characterization profile provided within 314 CMR 9.07 (2)(b) 6. The MassDEP specifies that one sediment sample shall be collected to represent each 1,000 cubic yards of sediment to be dredged with a minimum of two samples to be collected per project. SWCA understands that approximately 350 cubic yards will be dredged as part of the project and, therefore, two sediment samples will be required for collection and analysis for this project.

SWCA proposes to collect two sediment samples from the Montague City project area using hand-auger methodologies. The samples will be collected from the 0 to 1-foot depth interval within the sediment column at each location. The sample locations selected will be representative of sediment conditions within the channel. The sediment samples will be collected in pre-cleaned laboratory containers and submitted under chain-of-custody to ConTest Analytical Laboratory of East Longmeadow, Massachusetts. The sediment samples will be analyzed for the following list of parameters from Table 314 CMR 9.07 (2)(b) 6:

- Total arsenic, cadmium, chromium, copper, mercury, nickel, lead, Zinc (EPA Method SW846 3051A)
- Polycyclic Aromatic Hydrocarbons (PAHs) (EPA Method 8270 SIM PAH)
- Polychlorinated Biphenyls (PCBs) (NOAA Summation of Congeners)
- Extractable Petroleum Hydrocarbons (EPHs) (MassDEP Methodology)
- Volatile Organic Compounds (VOCs) (EPA Method 8260)
- Total Organic Carbon (TOC) (EPA Method SW9060A)

- Percent Moisture
- Grain Size Distribution – Wet Sieve (ASTM D422)

SWCA will present the results of the sediment sampling program in a summary report including the tabulated laboratory analytical data and a site plan showing where sediment samples were collected. Sediment results will be compared to reuse and disposal parameters for lined and unlined landfills in accordance with MassDEP Policy # Comm-97-001. Samples will be compared to applicable Reportable Concentrations (RCs) and risk assessment standards as outlined in the MCP.

### **TASK 3 TOXICITY CHARACTERISTIC LEACHING PROCEDURE**

Following the initial review of the laboratory analytical results, SWCA may need to request that the laboratory complete Toxicity Characteristic Leaching Procedure (TCLP) analysis. This is required when concentrations of metals exceed MassDEP standards and to address disposal options.

SWCA will collect additional sample volume in case the TCLP analysis is required and the laboratory will be directed to hold the sediment samples until it is determined whether TCLP analysis is necessary. The per sample unit cost for each specific TCLP metal analysis is presented in the cost estimate table below. SWCA is including the cost for this analysis but will only conduct this analysis upon review of the results and discussion with Wright-Pierce.

### **TASK 4 CORRESPONDENCE WITH MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION**

SWCA will submit the results of the due diligence review and analytical results. We will discuss and respond to any additional questions or comments the MassDEP may have related to the results.

## **ASSUMPTIONS**

- SWCA is assuming that approximately 350 cubic yards of sediment will be removed as part of the dredging program. If additional samples are required a change order will be provided.
- The laboratory cost in this proposal does not include any additional contaminants of concern that may be identified in the due diligence review.
- Estimated costs to conduct TCLP analysis is included. The costs assumes that each of the metals analyzed will exceed the standard in both samples and will require the additional analysis. SWCA will only invoice for those samples analyzed for TCLP, if any.
- This proposal does not include coordination of off-site soil disposal, if required.
- The proposal does not include any site surveys or further site evaluations that might be required by a reviewing entity



## COST ESTIMATE

Task	Description	Labor	Expense	Subcontractor	Project Total
1	Due Diligence Review	\$1,700	\$70	\$0	\$1,770
2	Sediment Sampling and Analysis	\$2,500	\$70	\$1,750	\$4,320
3	TCLP	\$0	\$0	\$2,900	\$2,900
4	Correspondence with Massachusetts Department of Environmental Protection	\$1,500	\$0	\$0	\$1,500
	<b>Total</b>	<b>\$5,700</b>	<b>\$140</b>	<b>\$4,650</b>	<b>\$10,490</b>

Note: Costs associated with the TCLP analysis assume that each of the eight metals analyzed, in both samples, all exceed the standards.



**SERVICES AGREEMENT CHANGE ORDER**

Amherst Office  
15 Research Drive  
Amherst, Massachusetts 01002  
Tel 413.256.0202 Fax 413.256.1092  
Tax I.D. Number 860483317

**Project Name:** Flood Resiliency Planning  
**Client:** Wright Pierce  
**SWCA Project Manager:** Valerie Miller

**Project Number:** 52328  
**Date :** November 17, 2020

The purpose of this Change Order is to reflect certain modifications to the contract for services ("Agreement") entered into between SWCA, Incorporated ("SWCA") and the client identified above ("Client") pursuant to which SWCA agreed to provide certain services to Client. SWCA and Client agree to the following modifications:

**Changes in Scope of SWCA Services:** The following describes any changes in the scope of services to be provided by SWCA: [describe any additional services, reductions in scope or other modifications]

Please see attached letter dated November 20, 2020

**Changes in Fees for SWCA Services:** The following describes any changes in the amount of fees payable to SWCA: [describe any additional fees, reductions or other modifications; describe whether additional fees are to be billable as provided in original contract or on another basis (e.g., fixed fee or time and materials)]

\$10,490

**Changes in SWCA Cost Reimbursement:** The following describes any changes in costs reimbursable to SWCA: [describe any changes in the nature or amount of reimbursable costs]

Project work will be conducted in accordance with the previously signed contract dated August 15, 2019.

**Changes in Payment Terms:** The following describes any changes in payment terms for fees and costs payable to SWCA: [indicate whether payment terms are same as original contract or whether payment terms are being modified]

Tasks 1, 2 and 4 will be invoiced as fixed fee and Task 3 will be invoiced on a per sample basis, as needed.

**Other Changes:** The following describes any other changes in the terms of the Agreement: [describe any other significant changes such as changes in estimated completion date]

No change from original contract signed.

Except as modified by this Change Order, the terms of the Agreement shall remain in full force and effect. This Change Order is hereby incorporated into the Agreement.

**SWCA**  
ENVIRONMENTAL CONSULTANTS SWCA Incorporated, an Arizona corporation

**Client:** Wright-Pierce

**By:** \_\_\_\_\_  
(signature)

**By:** \_\_\_\_\_  
(signature)

**Name:** Scott Fisher  
**Title:** Team Lead, Natural Resources

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

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

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



## MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A · TURNERS FALLS, MA 01376 ·  
413-863-3200 EXT 112 – PLANNER@MONTAGUE-MA.GOV

**To:** Montague Selectboard  
**From:** Montague Planning Board, Town Planner  
**Date:** 12/1/21

### **RE: Planning Board Petition for a Zoning Bylaw Amendment relating to the regulation of Battery Energy Storage Facilities**

On 11/23/21, the Planning Board moved to initiate a zoning change amendment pertaining to the regulation of Battery Energy Storage Facilities in Montague. The proposed bylaw amendment was developed in anticipation of the proliferation of battery storage technology in response to renewable energy initiatives at the state and federal level. Montague, with its hydro, solar, and electric transmission assets is a suitable candidate for grid-scale battery storage. So far, the State has not provided central guidance on how municipalities should regulate these, so municipalities are just starting to develop regulations on their own. Unfortunately there are no suitable models, but other communities were surveyed to inform the Planning Departments drafting of the regulations. If Montague wishes to retain its role as a regional leader in renewable energy and ensure a proper deployment of this technology, it would be wise to act swiftly to enact regulations.

#### Zoning Analysis:

In Montague, a battery energy storage facility would be considered a “Public Utility” use which is allowed by Special Permit in all zoning districts except RS-1 and RS-2. The proposed amendments represent an increase in restrictiveness in terms of land area and permit standards over a “public utility” use, however the proposed amendments are intended to prescribe a clearer set of standards/expectations that would facilitate the granting of a special permit for a properly sited and planned facility within the Industrial or Historic Industrial Zoning District.

#### Summary of Recommended Changes:

- Allow battery energy storage facilities by Special Permit and Site Plan Review from the Planning Board in Historic-Industrial and Industrial Districts.
- Regulate battery storage facilities to the same standards as solar energy facilities.
- Additional regulation to encourage battery storage to co-locate with like uses such as solar facilities, generation plants, and electrical substations. For a facility that does not co-locate, there are additional requirements that the facility be housed within a building or will otherwise require additional mitigation.
- Incorporate new standards for pollinator-friendly plantings at solar and battery storage facilities.

#### Recommended Motion:

*To acknowledge the Planning Board’s initiation of a zoning amendment for the regulation of Battery Energy Storage Facilities as presented and to refer it back to the Planning Board for a public hearing.*

Respectfully Submitted by Ron Sicard, Planning Board Chair

Proposed Zoning Bylaw Amendment relating to the regulation of  
Battery Energy Storage Facilities

Section 2 Definitions

PUBLIC UTILITY: shall include power lines, power transmission, power generation facilities, and telecommunication facilities (See Section §8.6) but shall exclude solar energy installations, solar energy facilities, small scale battery energy storage systems, and battery energy storage facilities (See §8.9). A public utility may be privately owned but is otherwise regulated by the Mass Department of Public Utilities, the Federal Communications Commission, the Federal Energy Regulatory Commission, or other governmental agencies.

5.2.8 ID. Industrial District

(a) Permitted Uses:

- i. Business office or professional office
- ii. Manufacturing, processing, or research
- iii. Bulk storage, warehousing, distribution
- iv. Agriculture or forestry products processing

(b) Uses allowed by Special Permit from the Planning Board

- i. All uses in §5.2.8(a) that involve the construction or alteration of over 20,000 square feet of floor area or the development of over 217,800 square feet (5 acres) of land.
- ii. Solar energy and battery energy storage facilities, per §8.9
- iii. Self-service storage facilities, per §8.7
- iv. Retail sales and services
- v. Hotels
- vi. Earth removal, per §8.2
- vii. Open recreational enterprises
- viii. Public utilities
- ix. Marijuana cultivation, production, research, or testing, medical marijuana treatment center, or retail if accessory to cultivation or production as a primary use, per §8.10
- x. Other uses similar to §5.2.8(a) in externally observable attributes.

5.2.9 HI. Historic Industrial District

(a) Permitted Uses:

- i. Business, professional, or medical office in an existing building
- ii. Retail sales and services in an existing building
- iii. Manufacturing, processing, or research in an existing building
- iv. Bulk storage, warehousing, distribution in an existing building
- v. Craft workshop or light assembly shop in an existing building

- (b) Uses allowed by Special Permit from the Planning Board:
- i. Uses listed in § 5.2.9(a) that are in new structures or additions to existing buildings
  - ii. Multi-family dwelling
  - iii. Hotels
  - iv. Public utilities
  - v. Solar energy and battery energy storage facilities, per §8.9
  - vi. Marijuana retailer, medical marijuana treatment center, cultivation, production, research or testing, per §8.10
  - vii. Self-service storage facilities, per §8.7
  - viii. Open recreational enterprises
  - ix. Farming and forestry on 5 acres or less
  - x. Other uses similar to § 5.2.9(a) in externally observable attributes.
- (c) Special Requirements
- i. Demolition of an existing structure requires a special permit from the Planning Board, excepting structures that have been deemed unsafe by the Inspector of Buildings.

## **8.9 Solar Energy Installations & Facilities and Battery Energy Storage Facilities**

### **8.9.1 Purpose**

To facilitate the transition from fossil fuels to renewable energy through the following:

- To encourage solar energy collection on roofs, over parking lots, and on degraded areas and to minimize the environmental impact when that is not otherwise practical.
- To allow properly sited battery energy storage facilities.

### **8.9.2 Definitions**

**BUILDING MOUNTED SOLAR ENERGY INSTALLATION:** A solar energy installation that is permanently affixed to a building, as defined by the building code. This definition is inclusive of canopy structures.

**ACCESSORY GROUND MOUNTED SOLAR ENERGY INSTALLATION:** A solar energy installation that primarily supports on-site energy needs that is mounted on the ground, either directly or on supports which do not constitute a building under the building code.

**SOLAR ENERGY FACILITY:** a ground-mounted solar energy installation that exceeds 2,000 square feet of panel surface area. Solar Energy Facilities shall not constitute a Public Utility for the purposes of this bylaw.

**BATTERY ENERGY STORAGE FACILITY:** a physical container providing secondary containment to one or more battery cells for storing electrical energy that is equipped with cooling, ventilation, fire suppression, and an electronic battery management system. It may be a primary use or accessory to a solar energy facility, power generation facility, an electrical substation or other similar uses. Battery Energy Storage Facilities shall not constitute a Public Utility for the purposes of this bylaw.

**SMALL SCALE BATTERY ENERGY STORAGE SYSTEM:** a battery storage system that is ancillary to a residential, commercial, or industrial use. For the purpose of this bylaw, the aggregate rating of the system shall not exceed 80 kWh.

**8.9.3 Building Mounted Solar Energy Installations**

Building Mounted Solar Energy Installations are permitted in all zoning districts.

**8.9.4 Accessory Ground-Mounted Solar Energy Installations**

Ground Mounted Solar Energy Installations shall be considered an accessory structure and shall meet the setback requirements of the Zoning District in which it is located. Ground-Mounted Solar Energy Installations are permitted in accordance with the following table:

<b>Zoning District</b>	<b>Requirement</b>
Neighborhood Business, Central Business, and Recreation-Education	Special Permit Required
RS-1	Special Permit Required if exceeding 150 square feet of panel surface area
All other districts	Special Permit Required if exceeding 500 square feet of panel surface area

**8.9.5 Solar Energy Facilities and Battery Energy Storage Facilities**

Solar Energy Facilities and Battery Energy Storage Facilities are allowed in the Industrial and Historic-Industrial Districts by Special Permit and Site Plan Review from the Planning Board, subject to the submittal requirements and standards of this section. The Planning Board may require additional conditions or vary the prescribed conditions upon a finding that such action is reasonably necessary to meet the purpose and intent of the Bylaws.

- (a) Required Submittals. In addition to the required Site Plan elements in §9, the following materials are required for permitting approval of Solar Energy and Battery Storage Facilities:
  - i. A plan for the general procedures of operation and maintenance of the installation including security measures, maintenance of emergency access and the clear and available means of shutting down the facility in the event of an emergency.
  - ii. A fully inclusive estimate of the costs associated with removal and site restoration, prepared by a professional engineer.
  - iii. Owners and successors in title shall provide a satisfactory form of surety, either through escrow account, bond or otherwise, to cover the cost of removal and restoration of the landscape, in an amount determined to be reasonable by the Planning Board, but in no event to exceed more than 125 percent of the cost of removal. Such surety may be waived for municipally or state owned facilities.
  - iv. A stormwater management report prepared by a professional engineer.
  - v. A native flowering planting and maintenance plan that supports pollinator habitat within the project area and its perimeter. Plan to be developing in consistency with UMASS Clean Energy’s Extension Pollinator Friendly Solar PV Guide.

- (b) Special Permit Standards



- i. Adequate access and parking shall be provided for service and emergency vehicles; however there shall be no exterior long term storage of equipment or service vehicles on the site.
- ii. For every mature tree cleared for construction, measured in board feet of wood; at least an equivalent mass of living mature trees shall be retained on-site.
- iii. An 8 foot security fence shall be installed no closer to a property line than the setback required for a principal building. In addition, the site and its fencing shall be screened by buffering vegetation from general view from the surrounding ground level unless the Planning Board determines that there is no public benefit from such screening.
- iv. The facility shall provide a vegetated buffer strip of at least 100 feet from any street line property boundaries or from the property line of any abutting residential use.
- v. To the extent feasible, all network interconnections and power lines, to and from the facility, shall be via underground lines.
- vi. Drainage from impervious surfaces shall be fully accommodated onsite.
- vii. No array shall be floodlit.
- viii. Herbicides may not be used to control vegetation at the ~~solar electric~~ installation facility. The operator shall conduct annual monitoring of the pollinator plantings and will remove invasive species and replant native flowering plants as needed.
- ix. The owner of the facility must provide for and post a 24 hour emergency contact phone number and identification of the owner. The information shall remain current and shall also be provided to the Police Chief and Fire Chief.
- x. Decommissioning Requirements. Any facility which has reached the end of its useful life or has been abandoned shall be decommissioned by the owner or operator who shall notify the Board by certified mail of the proposed date of shut down and removal. Decommissioning shall consist of the following:
  - Physical removal of all panels, structures, equipment, security barriers and transmission lines from the site.
  - Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
  - Stabilization and re-vegetation of the site and erosion prevention.
  - The Town shall have the right, upon determination of abandonment, but not the obligation, to claim the financial surety, enter the site and remove the facility in accordance with the requirements of this section.
  - All facilities, attachments, and accessory structures which have not been used for a period of one (1) year shall be considered abandoned. The removal expense shall be secured with the performance guarantee.
- xi. Battery Energy Storage Facilities are encouraged to co-locate with solar energy facilities, energy, power generation stations, and electrical sub-stations. Facilities that are a primary use shall be located within a physical building that is harmonious with the adjacent architecture. Relief from this requirement may be granted for exceptional screening or the provision of publicly accessible open space or recreational amenities.

#### 8.9.5 Small Scale Battery Energy Storage System

Small Scale Battery Energy Storage Systems that are ancillary to and located within a commercial, residential, or industrial use is allowed by right.

### 9.1.2 Applicability

The following activities and uses are subject to site plan review:

- (a) All uses that involve the construction or expansion or change of use of over 3,000 square feet of floor area.
- (b) All uses that involve the development of over 130,680 square feet (3 acres) of land.
- (c) Any new structure, group of new structures, changes of use, or additions which result in an increase of 500 or more vehicle trips per day, as proposed in an applicant's business plan acceptable to the reviewing authority or estimated by a professional engineer.
- (d) All uses that involve the construction or expansion of a parking area that creates ten (10) or more new parking spaces, per §7.2.6
- (e) Specific Uses identified elsewhere in this bylaw:
  - Accessory Apartments within existing single family homes, per §8.5
  - Self-storage facilities, per §8.9
  - Solar energy and battery energy storage facilities, per §8.9
  - Medical Marijuana Treatment Center or Marijuana retailer, cultivation, production, research or testing, per §8.10
  - Open Space Residential Development, per §8.11
  - Planned Unit Development, per §8.12

# Zoning Workshop: Battery Energy Storage

Montague Planning Board  
November 23, 2021



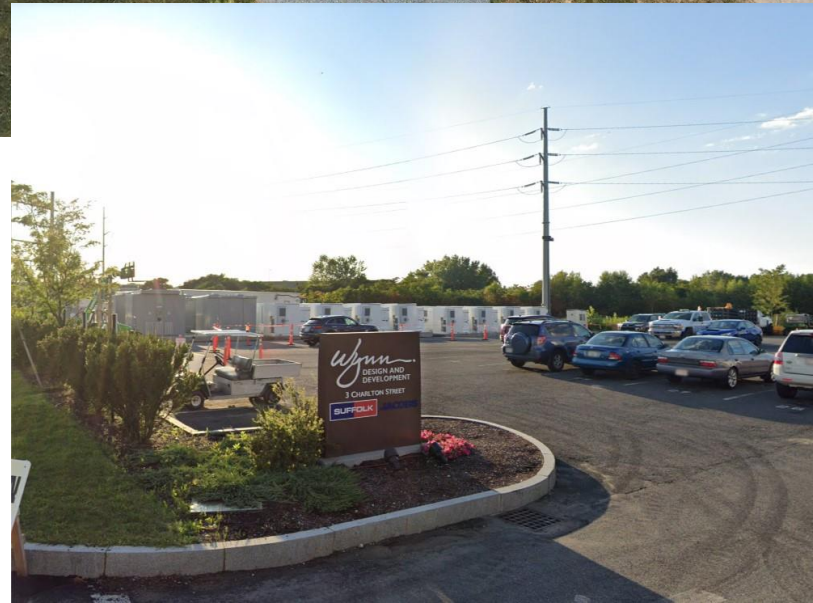
# What is Battery Energy Storage? (BES)

- ▶ Battery storage technologies are essential to speeding up the replacement of fossil fuels with renewable energy.
- ▶ Battery storage systems will play an increasingly pivotal role between green energy supplies and responding to electricity demands.
- ▶ Intelligent battery software uses algorithms to coordinate energy production and computerized control systems are used to decide when to keep the energy to provide reserves or release it to the grid. Energy is released from the battery storage system during times of peak demand, keeping costs down and electricity flowing
- ▶ Several chemistries in development including lithium-ion, lead-acid, redox flow, and molten salt
- ▶ Could be utility owned or 3<sup>rd</sup> party owned (like solar facilities)

*Credit: <https://www.nationalgrid.com/stories/energy-explained/what-is-battery-storage>*



# Standalone BES Examples



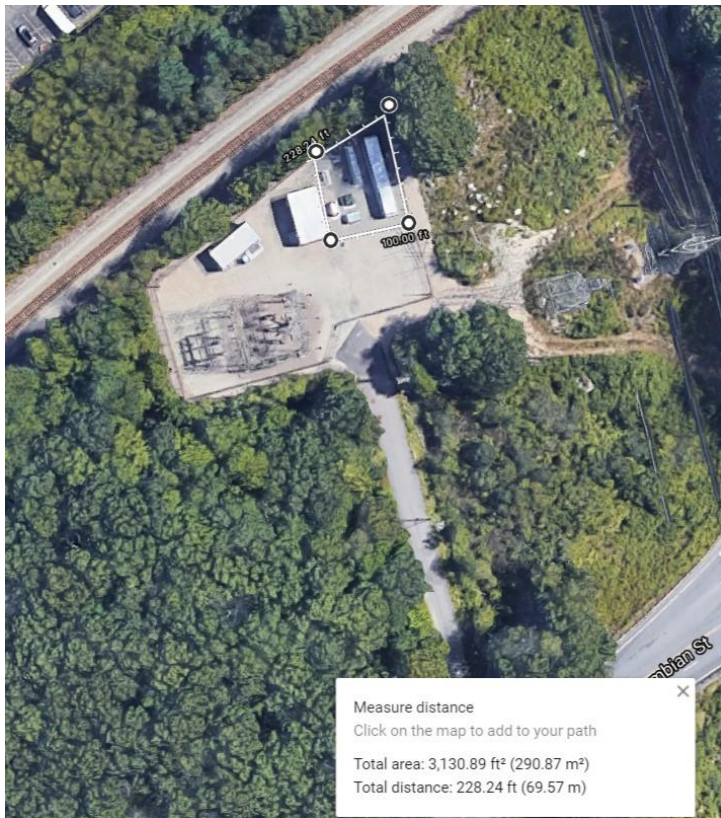


# Standalone BES in a building



Battery storage facility, East Hampton, Long Island, NY

# BES Co-located with Electric Substation





# BES accessory to Solar (MONTAGUE example)





# BES accessory to Solar (MONTAGUE example)



# BES- Current Zoning

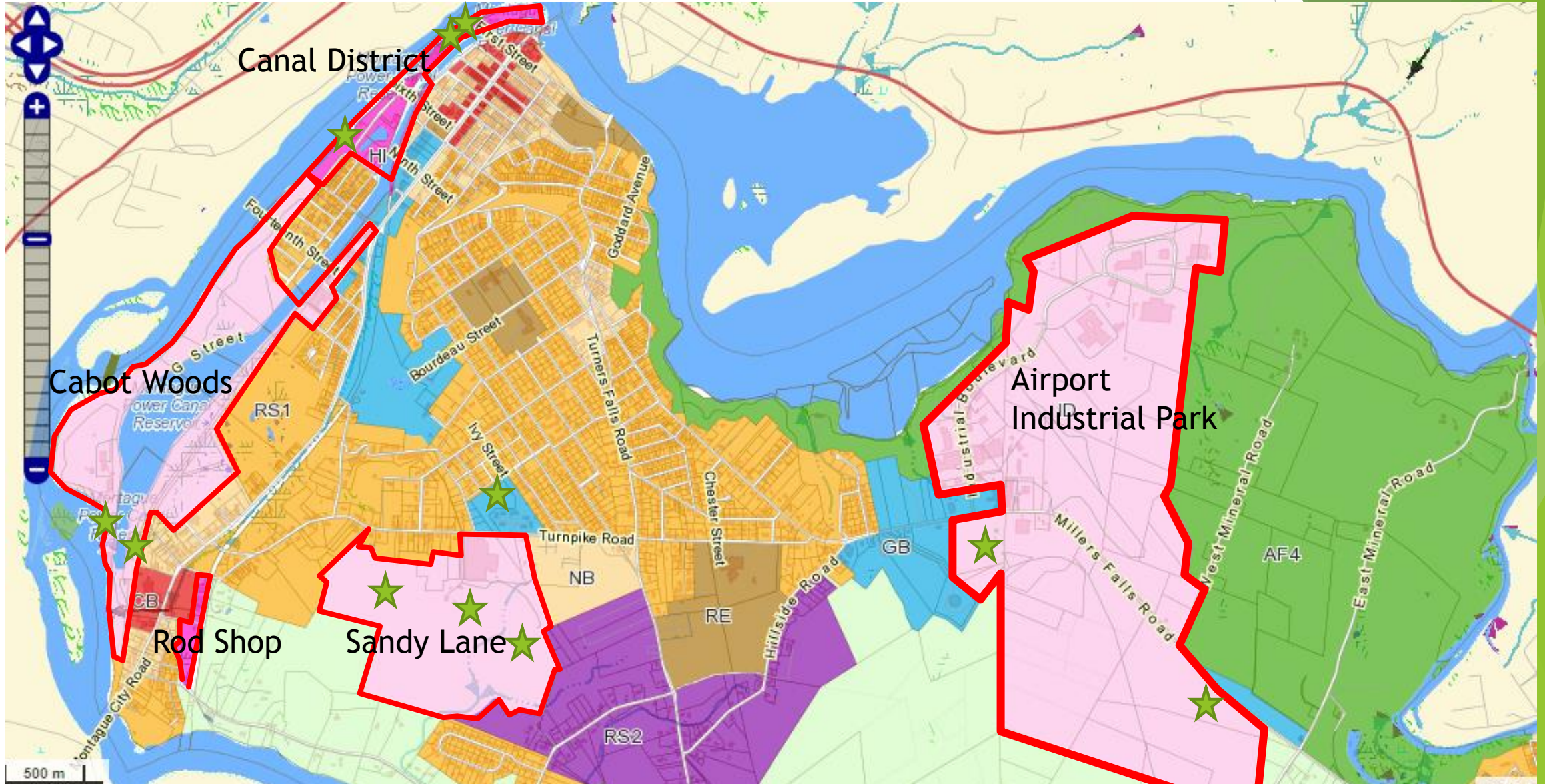
- ▶ Primary use= Public Utility
- ▶ *PUBLIC UTILITY: shall include power lines, power transmission, power generation facilities, and telecommunication facilities (See Section §8.6) but shall exclude solar energy facilities and installations (See §8.9). A public utility may be privately owned but is otherwise regulated by the Mass Department of Public Utilities, the Federal Communications Commission, the Federal Energy Regulatory Commission, or other governmental agencies.*
- ▶ Allowed by Special Permit in all districts except Residential 1 and 2.
- ▶ Reviewed in accordance to Standard Special Permit criteria in 9.2.3
- ▶ Site Plan Review not necessarily triggered.
- ▶ Could be approved as an accessory/ancillary use to other public utility uses and solar.

# Planner Recommended Changes

- ▶ Allow BES facilities by Special Permit and Site Plan Review from the Planning Board in Historic-Industrial and Industrial Districts.
- ▶ Regulate battery storage facilities to the same standards as solar energy facilities.
- ▶ Encourage battery storage to co-locate with like uses such as solar facilities, generation plants, and electrical substations.
- ▶ For a facility that does not co-locate, there are additional requirements that the facility be housed within a building or will otherwise require additional mitigation.
- ▶ New standards incorporated for pollinator-friendly plantings for solar and battery storage facilities.



# Industrial and Historic Industrial Districts





# Required Submittals (Section 8.9)

- ▶ Operation and maintenance plan
- ▶ Decommissioning plan and surety
- ▶ Stormwater management plan
- ▶ Native flowering planting plan
- ▶ Site Plan



# Special Permit Standards (Section 8.9)

- ▶ No more than 50% of mature trees on the site may be cleared for construction
- ▶ 8 foot security fence required. Fence to be screened by buffering vegetation
- ▶ 100 foot setback from any street line or abutting residential use. Setback must be vegetated.
- ▶ Stormwater must be accommodated onsite
- ▶ No flood lighting
- ▶ No herbicides, must maintain pollinator habitat and remove invasives.
- ▶ 24 hour emergency contact info to Police Chief and Fire Chief
- ▶ Specific Decommissioning Requirements

# Proposed Co-location Standard

- ▶ BES Facilities are encouraged to co-locate with solar energy facilities, energy, power generation stations, and electrical sub-stations.
- ▶ Standalone facilities shall be located within a physical building that is harmonious with the adjacent architecture. Relief from this requirement may be granted for exceptional screening and the provision of publicly accessible open space or recreational amenities.



Battery storage facility, East Hampton, Long Island, NY

9C

**WendyB-Montague Selectboard**

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**From:** Rachel Stoler <RStoler@frcog.org>  
**Sent:** Wednesday, December 1, 2021 3:38 PM  
**Subject:** Mass in Motion Grant sign-on request  
**Attachments:** Mass in Motion 2022 Frequently Asked Questions.docx.pdf; Principles for Promoting Racial Equity and Key Term Glossary.pdf; Participant Agreement Form for FRCOG application.docx

December 1, 2021

TO: Franklin County/North Quabbin Municipal Leaders  
FROM: Rachel Stoler and Phoebe Walker  
RE: Mass in Motion Grant sign-on request

Franklin County has been involved in the Massachusetts Department of Public Health (DPH) Bureau of Community Health and Prevention’s Mass in Motion Municipal Wellness & Leadership Initiative since 2012 through the Franklin Regional Council of Governments. Over the years, this initiative has worked to reduce the burden of chronic disease by addressing the community-level risk factors of access to healthy food and physical activity. In Franklin County, Mass in Motion has:

- Advocated for towns joining the Complete Streets program,
- Helped create the Age-Friendly Franklin County/North Quabbin network,
- Trained and supported school nutrition directors to increase their use of local foods,
- Supported town applications for a variety of grants to increase healthy eating and active living for all residents.
- Increased low-income residents access to local food through the Healthy Incentives Program
- Leveraged \$1.2 Million in investments in local chronic disease prevention efforts from the Department of Public Health and over \$1 Million in regional age-friendly planning and racial justice grants from the MA Community Health and Healthy Aging Funds.

The MA Department of Public Health has released a new Request for Responses, reopening the Mass in Motion program for applications due December 13, 2021. New contracts will begin on July 1, 2022 for up to 4 years, with opportunities to renew the contract for two additional 3-year periods, up to a total of ten years. I have attached responses to frequently asked questions, the Principles for Promoting Racial Equity, and the participant agreement form. The full Request for Response can be found [here](#).

The FRCOG is interested in applying for this funding to support Franklin County/North Quabbin municipalities in maximizing the impact of the regional Age-friendly Franklin County/North Quabbin initiative by providing staff time and small subcontracts to:

- Identify age-friendly practices and projects to implement at the town level
- Work with other towns on regional age-friendly efforts
- Find funding to support these age-friendly efforts.

Our population is aging rapidly -- there has already been a 62% increase in the number of residents over 65 in our region in the last decade, and our communities need to plan for this new reality.

In order to apply, we need your signature on the attached participant agreement! If your Select Board Chair, Town Administrator, or Mayor is authorized to support this application on behalf of your town, we hope you will do so and return the form to us ASAP. If this decision requires a vote of the Board, would you please let us know when and if it is



on the agenda? Our final application is due 12/13. We hope to have as many Franklin County/North Quabbin towns signed on as possible to demonstrate our region's interest in this initiative.

Please feel free to address questions or submit the forms to Rachel Stoler [rstoler@frcog.org](mailto:rstoler@frcog.org) or 413-774-3167 x 121. Thank you for your interest in community-level policy, systems, and environment change to support the health of our residents.

Best regards,

Rachel Stoler	Phoebe Walker
Community Health Program Manager	Director of Community Services

Rachel Stoler (she,her)  
Partnership for Youth/Communities That Care Coalition/Mass in Motion  
Franklin Regional Council of Governments  
12 Olive St., Suite 2  
Greenfield, MA 01301

413-774-3167 x 121  
[rstoler@frcog.org](mailto:rstoler@frcog.org)

## PARTICIPANT AGREEMENT

Mass in Motion Municipal Wellness & Leadership Initiative RFR#XXXXXX

Signed forms are needed from:

- *Non-lead municipal governments when the lead applicant is a community-based organization*
- *All non-lead municipal governments included in a regional application or an application that includes multiple municipalities*
- *All partners named in response to application question 6 about multi-sectoral collaboration*

The Town of Montague agrees that our City/Town/Organization will participate in the proposal for the Mass in Motion Municipal Wellness & Leadership Initiative RFR submitted by the Franklin Regional Council of Governments (FRCOG). This agreement is evidence of our commitment to support the implementation of the requirements in this RFR if we are funded by the Massachusetts Department of Public Health (MDPH). We understand the program requirements and agree to:

- Support the lead applicant, as needed, to meet all administrative requirements detailed in the RFR and in-line with guidelines and annual calendar provided by MDPH upon award
- Work with lead applicant, resident, and organizational partners to implement MDPH Mass in Motion if awarded
- Provide capacity to operationalize the approach, practices, and effort detailed in the RFR
- Agree to advance and abide by the Principles for Promoting Racial Equity included as part of this RFR

Complete the following section only if participating municipality or organization has multiple departments who would be active partners in implementation:

These departments in Montague will work with other partners to implement Mass in Motion:

Department Name

\*Add rows as needed

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### Chief Elected Official or Organization Chief Executive Officer/President

Name: Richard Kuklewicz

Title: Chair, Selectboard

Signature and Date: \_\_\_\_\_ December 6, 2021



# Franklin Regional Council of Governments

## Frequently Asked Questions regarding the Mass in Motion Municipal Wellness and Leadership Initiative application for Franklin County

**1) How will towns benefit from signing on to this application?**

Towns will receive FRCOG staff support to work on local (individual town or groups of towns) age-friendly priorities, as well as access to a modest pool of funding to support implementation of age-friendly projects.

**2) What will towns be expected to do if they sign on as a partner to this application?**

Towns will be expected to share their age-friendly efforts with the rest of the region by submitting a short annual summary that may be used for press/publicity and sharing it at an annual gathering of partner towns and organizations.

**3) One of the requirements of DPH, as part of this RFR, is that all participating municipalities abide by Principles of Promoting Racial Equity. What does it mean for my town to abide by the Principles for Promoting Racial Equity as stated in the participant agreement?**

As a lead applicant, the FRCOG is expected to design a program that incorporates actions that reduce racial differences in health outcomes in our region. In signing on as a partner for the FRCOG's application, towns agree to use these principles to guide all efforts supported by the grant. This does not mean that towns are expected to be experts, rather that they be open to learning how to put these principles into practice. A full description of the Principles for Promoting Racial Equity and relevant vocabulary can be found in the attached document.

## **Principles for Promoting Racial Equity**

### **Bureaus of Community Health and Prevention & Family Health and Nutrition**

The Bureaus of Community Health and Prevention (BCHAP) and Family Health and Nutrition (BFHN) are committed to achieving health equity by promoting racial justice and addressing institutional<sup>1</sup> and structural<sup>2</sup> racism. All M and P procurements issued by BCHAP and BFHN must incorporate Principles for Promoting Racial Equity (The Mass in Motion Municipal Wellness & Leadership Initiative RFR is a P procurement). The principles are intended to provide prospective applicants with information about the Bureaus' commitment to addressing racial inequities in health and provide direction regarding expectations for racial equity<sup>3</sup> work.

It is expected that applicants will review these principles carefully and consider their content when completing their application/bid response. Each prospective applicant should demonstrate how they will incorporate the principles into their service design. **DPH reviewers will be required to consider an applicant's ability to reflect on and incorporate these principles into their program design as they score proposals.** Please find resources for further learning and a glossary of terms at the end of this document.

#### ***Principle 1: Promote racial equity and address racial inequities in access to services and supports and health outcomes.***

BCHAP and BFHN strive to promote racial equity and eliminate unfair disparities in health outcomes among populations in Massachusetts. These racial inequities include but are not limited to higher rates of infant mortality, educational achievement gaps, depression, and poorer access to services or resources. Inequities often result from social, economic or environmental disadvantages, sometimes called the social determinants of health, which adversely affect certain groups of people. Promotion of racial equity seeks to improve the structures that contribute to inequities so that everyone may achieve their highest potential. Addressing racial equity in public health utilizes data, focuses on the social determinants of health, incorporates cultural relevance, actively addresses structural racism, and is accountable to improving outcomes for People of Color and underrepresented populations.

#### ***Principle 2: Build and sustain the leadership of People of Color and those from underrepresented populations.***

Organizations that work directly with People of Color<sup>4</sup> and others from underrepresented populations (e.g. religion, disability, gender identity) will engage them in leadership roles within and beyond an advisory capacity. Creating meaningful ways to bring People of Color and

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<sup>1</sup> **Institutional Racism** is defined as discriminatory treatment, unfair policies and practices, and inequitable opportunities and impacts within organizations and institutions, based on race.

<sup>2</sup> **Structural Racism** is defined as racial bias across institutions and society over time. It's the cumulative and compounded effects of an array of factors such as public policies, institutional practices, cultural representations, and other norms that work in various, often reinforcing, ways to perpetuate racial inequity.

<sup>3</sup> **Racial Equity** means that race no longer predicts life outcomes and outcomes for all groups are improved.

<sup>4</sup> **People of Color** is a political construct created by People of Color to describe people who would generally not be categorized as White.

underrepresented populations into the work of an organization goes beyond being “service” oriented. For example, People of Color in leadership means that People of Color who directly benefit from programs are engaged in shared and meaningful decision-making about the programs that impact their lives. Organizations should systematically engage People of Color and underrepresented populations in the planning, development, leadership, oversight and quality improvement of the program’s services using the “Nothing about us, without us” philosophy. This engagement and leadership values the lived experiences of People of Color and other underrepresented populations without exploiting or tokenizing them.

***Principle 3: Ensure programming is data-driven, evidence-informed, theory-based, and directly highlights and addresses racial inequities.***

“Data-driven” approaches are those that take into consideration available local and/or programmatic data as well as up-to-date understanding of risk and resilience factors based on race, and overtly incorporate this information into the design of programming. Such approaches should include an analysis of the data with a lens of racial equity/inequity. “Evidence-informed” and “theory-based” approaches are those that take into consideration the current, best available research on effective intervention and prevention strategies and/or logically incorporate theories about the causes of human behavior, social determinants of health, structural racism or other related issues into intervention and/or prevention strategies. Evidence-informed strategies should cite the evidence/research. Theory-based approaches should articulate the theory and the logical progression to the selected intervention or prevention strategy.

***Principle 4: Provide services to People of Color through community collaboration and network-building.***

Active and engaged partnerships are a critical component of efforts to promote public health. Organizations that are embedded in and partner with the community/other community-based organizations can better meet the needs of People of Color and their families.

People of Color are impacted by multiple inequities and issues: racism, sexism, economic inequality, homophobia, physical and mental illness, housing instability/homelessness, access to health care, substance misuse, etc. Thus, collaboration with other entities in the community that are working on these issues enhances organizations’ engagement with the community, increases awareness of and accountability to the community’s concerns, and enables organizations to be a partner in addressing the multiple issues that intersect with public health.

In addition to collaboration providing a vehicle for increasing access to supportive services for the clients with whom they work, programs can assist their community partners to help them understand the effects of racism and support People of Color’s needs. Community collaboration should include addressing social justice and racial inequities through education/cross-training with community partners.

***Principle 5: Address structural and institutional racism through a variety of policy and systems strategies.***

The causes of structural and institutional racism are rooted in the intersections of multiple forms of oppression. Policy and systems strategies as described below can each contribute to addressing the underlying causes and to changing the cultural norms that allow structural racism

to flourish. This work often takes place in community settings and involves connecting with people in their neighborhoods, schools, etc., while at the same time requiring internal work within the organization. These strategies often overlap; thus the categories are not exclusive.

***Internal Structural*** changes within an organization involve intentional institutional restructuring based on anti-racist analysis. This should include reviews of all aspects of organizational life to ensure full participation of People of Color. This also involves implementing structures, policies and practices with inclusive decision making and other forms of power sharing on all levels of the organization.

***Outreach*** increases awareness about structural and institutional racism and develops community relationships and trust in the organization. Outreach empowers communities to understand the impact of both structural and institutional racism in their lives and to seek services.

***Education*** increases knowledge and understanding about structural and institutional racism, and changes attitudes and beliefs that uphold it.

***Training*** develops skills and tools to take action to address structural and institutional racism.

***Community Engagement*** is the intentional building and maintaining of relationships with and between organizations, community leaders and social networks that are empowered and collaborate in decisions to address structural and institutional racism. While it is important that efforts ensure White people are held accountable, everyone has a role in addressing structural and institutional racism.

***Community Mobilization*** brings communities together to define the issues and create their own approaches to addressing the issues. Community mobilization meets people where they are to move together towards the transformation of the social, economic, and political systems that result in oppression and violence. Community mobilization creates change in communities by facilitating community ownership and action to address structural and institutional racism. Social and behavior change is a process which requires sustained long term relationships and investment of time.

**Principle 6: Provide trauma- and resilience-informed approaches.**

Trauma is a personal experience that may result from such experiences as: interpersonal violence including sexual or physical violence; severe neglect; loss; the witnessing of violence, terrorism, racism and/or disaster. Trauma may also affect groups of people collectively through cumulative exposure to traumatic events that affect communities, and trauma may affect subsequent generations. Examples of community trauma include slavery, mass incarceration, neighborhood violence, immigration raids, school segregation, war, etc.

Providers and organizations shall approach their work with a “trauma-informed” focus, based on understanding how the physical, emotional, behavioral, social and spiritual effects of trauma may be experienced by individuals and communities of color. Because individual or community

history of trauma is sometimes not explicitly known, trauma-informed approaches assume that every person may have been exposed to trauma, similar to the concept of “universal precautions” in healthcare. Trauma-informed approaches are sensitive to the impact of trauma and offer support while avoiding re-traumatization, but are not designed to specifically treat symptoms or syndromes related to trauma. Trauma-informed care allows individuals and communities to have as much control as possible over all aspects of the encounter, emphasizing their right to stop the encounter - or withdraw previous consent - at any point in time.

Resilience-informed is a strengths-based approach which means working with individuals and communities to identify and promote their inherent skills and resources to overcome adversity and to support and promote people’s social networks and emotional connectedness.

***Principle 7: Promote a just society with equity in economic, political and social rights and opportunities for People of Color.***

Social justice efforts seek to eliminate social and economic inequities and to promote respect for human dignity, inclusiveness of diversity and the physical and psychological wellbeing of populations impacted by social and racial injustices. Social justice work requires that organizations understand their roles in the context of social change and justice, actively challenge systems that continue to oppress all people, and see their work in the context of larger systemic patterns of privilege, oppression and discrimination. Organizations counter the belief that people’s situations are solely a result of their personality or choices and continually make the link between individual experiences and systemic oppression. Social justice efforts are required in all aspects of work including the provision of services, prevention, community engagement, leadership, recruitment and training of staff, board members and volunteers, and systems change and advocacy.



## Resources for Further Learning

American Public Health Association – Racism and Health

Robert Wood Johnson Foundation – Living with Discrimination Can Take a Toll on Health

American Journal of Public Health – Critical Race Theory, Race Equity, and Public Health

The Lancet - Structural racism and health inequities in the USA: evidence and interventions

## Glossary of Terms

**Health Disparities:** Differences between the health of one population and another in measures of who gets disease, who has disease, who dies from disease, and other adverse health conditions that exist among specific population groups in the US.<sup>5</sup>

**Health Equity:** The opportunity for everyone to attain his or her full health potential. No one is disadvantaged from achieving this potential because of his or her social position (e.g. class, socioeconomic status) or socially assigned circumstance (e.g. race, gender, ethnicity, religion, sexual orientation, geography, etc.).

**Health Inequities:** Differences in health status and mortality rates across population groups that are systemic, avoidable, unfair, and unjust. These differences are rooted in social and economic injustice, and are attributable to social, economic and environmental conditions in which people live, work, and play.<sup>6</sup>

**People of Color:** A political construct created by People of Color to describe people who would generally not be categorized as White.

**Race:** A socially constructed way of grouping people, based on skin color and other apparent physical differences, which has no genetic or scientific basis. This social construct was created and used to justify social and economic oppression of People of Color by Whites.<sup>7</sup>

**Racial Justice:** The creation and proactive reinforcement of policies, practices, attitudes, and actions that produce equitable power, access, opportunities, treatment and outcomes for all people, regardless of race.<sup>8</sup>

**Racism:** A system of advantage based on race. (David Wellman)

- **Internalized Racism** - The set of private beliefs, prejudices, and ideas that individuals have about the superiority of Whites and the inferiority of People of Color. Among

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<sup>5</sup> Adapted from NIH

<sup>6</sup> Adapted from Margaret Whitehead

<sup>7</sup> Adapted from *Race: The Power of an Illusion*.

<sup>8</sup> Adapted from *the Applied Research Center*

people of color, it manifests as internalized racial oppression. Among Whites, it manifests as internalized racial superiority.

- **Interpersonal Racism** - The expression of racism between individuals. These are interactions occurring between individuals that often take place in the form of harassing, racial slurs, or telling of racial jokes.
- **Institutional Racism** - Discriminatory treatment, unfair policies and practices, and inequitable opportunities and impacts within organizations and institutions, based on race.
- **Structural Racism** - Racial bias across institutions and society over time. It's the cumulative and compounded effects of an array of factors such as public policies, institutional practices, cultural representations, and other norms that work in various, often reinforcing, ways to perpetuate racial inequity.

**Resilience** is the capacity for successful adaptation, positive functioning and competence in the face of adversity, chronic stress and change.

**Social Determinants of Health:** The circumstances in which people are born, grow, live, work, play, and age that influence access to resources and opportunities that promote health. The social determinants of health include housing, education, employment, environmental exposure, health care, public safety, food access, income, and health and social services.

**WendyB-Montague Selectboard**

**From:** CarolynO-Montague Town Accountant  
**Sent:** Thursday, December 2, 2021 4:01 PM  
**To:** Christopher Boutwell ; Matt Lord; Rich Kuklewicz (rkuklewicz@gmail.com); StevenE - Montague Town Administrator; WendyB-Montague Selectboard  
**Subject:** Policy A-9 Tax Rate Setting Policy and 12/6 meeting

Part of Tax Rate Setting Policy recently adopted by the Selectboard requires 2 meetings for the tax rate classification, an information session followed by a hearing allowing public comment and a vote (see below for specific language.)

**POLICY**

The steps culminating in the setting of an annual tax rate shall be coordinated by the Town Administrator, or his/her designee(s).

The target date of the Selectboard to adopt a Residential Factor shall be the 3<sup>rd</sup> Monday in October of each year but no later than November 30<sup>th</sup>.

The process of adoption of a Residential Factor shall, at a minimum, consist of two meetings by the Selectboard

- First meeting - a tax classification information session in which the Town Administrator or his/her designee(s) shall make a presentation that includes but is not limited to:
  - Property values by class and their change from the prior fiscal year
  - Each class of property as a percentage of total value and the change in percentages from the prior fiscal year
  - The tax levy limit for the fiscal year and the factors in its increase, and the change from the prior year
  - The proposed tax levy for the fiscal year and the amount, if any, of excess levy capacity that will result
  - Options for shifting the tax burden from residential/open space to commercial/industrial/personal
  - The projected tax bill for the home of average and median value and for commercial and industrial properties of average value based on selected tax rate options.

- Second meeting - tax classification hearing to allow for public comment and to vote a tax rate(s).

The Treasurer/Collector shall mail the actual tax bills no later than December 31 each year.

Since the tax valuations have not yet been approved by DOR, the first of the 2 anticipated meetings will not be held before December 13<sup>th</sup>, which would make the second meeting take place on Dec 20<sup>th</sup>. If the final vote does not take place until the 20<sup>th</sup>, the Tax Collector will not be able to issue the tax bills by the December 31<sup>st</sup> deadline (bear in mind that Town Hall is only working 2 days the week of the 20<sup>th</sup> and 3 days the week of the 27<sup>th</sup>.)

I propose a formal vote on Dec 6<sup>th</sup> to forgo following the new policy of 2 separate tax classification meetings as a result of the delay in getting values approved by DOR in this revaluation year.

Please let me know if you have any questions.  
Carolyn

# Community Development Discretionary Account

## Allocation from 225-5-184-5233

\$ 2,000 for Downtown Beautification

Approved on \_\_\_\_\_

\_\_\_\_\_

Selectboard Chair

## Rescission of unused balance

\$ \_\_\_\_\_ of CD Disc \_\_\_\_\_

Account # \_\_\_\_\_

Approved on \_\_\_\_\_

\_\_\_\_\_

Selectboard Chair

**CROCKER COMMUNICATIONS, INC.**

**Voice Over Internet Protocol (VoIP) Agreement**

Sales Order # Q-00214-1

This VoIP Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) by and between CROCKER COMMUNICATIONS, INC. (hereinafter referred to as “CROCKER”) of 101 Munson Street, Greenfield, Massachusetts and, The Town of Montague, (“Customer”) of 1 Avenue A STE 1 Montague, MA 01376 .

1. Services

Customer has ordered, and CROCKER shall provide Hosted IP PBX, or SIP Trunking, or Digital Voice Services (hereinafter referred to as VoIP Services) a managed phone system with voice services as specifically set forth on the Customer Sales Order which is attached hereto as Exhibit A and made a part hereof.

CROCKER shall provide Customer with CROCKER VoIP Services under the terms and conditions embodied in this Agreement. CROCKER may, from time to time, notify Customer of changes or additions to this Agreement, and Customer’s continued use of CROCKER VoIP after CROCKER so notifies Customer will signify that Customer agrees to such changes or additions. Customer may not resell or redistribute any portion of the Service or provide access to the service to any third party for financial gain.

In the event that Customer uses CROCKER Internet bandwidth services, Customer agrees that Customer must comply with the terms and conditions of the CROCKER Internet Access Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING CROCKER VoIP. BY USING THE VoIP SERVICES, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS AGREED TO BECOME A PARTY TO, AND TO BE LEGALLY BOUND BY, THIS AGREEMENT. IF CUSTOMER DOES NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICE. REGARDLESS OF WHETHER CUSTOMER ACCESSES OR USES THE SERVICE, ANY COMPUTER SOFTWARE LICENSE AGREEMENTS BETWEEN CUSTOMER AND CROCKER SHALL CONTINUE IN FULL FORCE AND EFFECT AND CUSTOMER’S USE OF SOFTWARE, IF ANY, RECEIVED FROM CROCKER SHALL BE SOLELY PURSUANT TO THE TERMS AND CONDITIONS OF SUCH APPLICABLE COMPUTER SOFTWARE LICENSE AGREEMENTS.

2. Fees and Payment

Regardless of whether or not Customer uses the Service, CROCKER will charge Customer standard monthly fees for Customer's CROCKER VoIP as set forth in Customer's Sales Order. Customer's hosted VoIP Service will be billed at a monthly base rate. In addition, usage fees may be charged for local, long distance and international calling, based on per minute usage rates, as applicable. Customer will pay a set up fee that includes the cost of the IP telephone and licensing fees, and provisioning Additional set up fees may apply for additional equipment installation. Any and all charges will appear on Customer's monthly statement. If Customer does not use CROCKER Internet, the hosted extension may be more expensive to Customer. From time to time, CROCKER may add or modify certain services relating to CROCKER VoIP, and CROCKER reserves the right to charge Customer additional or different fees in consideration for providing such new or modified services to Customer. For example, specialized services such as automatic call distribution queue requires an additional cost, which will be set forth on Customer Sales Order. Customer will also be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on Customer's Account.

3. Termination of Service

Customer may terminate Customer CROCKER VoIP Account by calling 413-775-4170 but Customer will remain liable for all charges accrued and 100% of the remaining monthly recurring charges for each month for the remainder of contract term, including full monthly charges for the month during which the Termination Date occurred.

4. Interruption of Service

Customer acknowledges and agrees that from time to time VoIP services will be interrupted causing temporary loss of services. Service interruption may occur without warning for scheduled upgrades to VoIP Services or due to power failure. No rebates will be made and CROCKER is not responsible for any loss or damage resulting from service interruption.



5. Disclaimers of Warranty

CROCKER VoIP SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CUSTOMERS USE OF CROCKER VoIP IS ENTIRELY AT CUSTOMER'S OWN RISK. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE OF CROCKER VoIP AND THE INTERNET GENERALLY. IT IS ALSO SOLELY CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, USEFULNESS OR VALIDITY OF ALL OPINIONS, ADVICE, SERVICE, PROMOTIONS, ADVERTISEMENTS, AWARDS, PRIZES OR OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH CROCKER VoIP OR ON THE INTERNET GENERALLY. NEITHER CROCKER, NOR ITS AFFILIATES OR SUBSIDIARIES, MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO CROCKER VoIP OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH CROCKER VoIP OR ON THE INTERNET GENERALLY, OR AS TO THE ACCURACY, QUALITY, COMPLETENESS TITLE, NONINFRINGEMENT, OWNERSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE OF ANY MATERIALS ACCESSED THROUGH CROCKER INTERNET. CROCKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability.

CROCKER WILL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES WHICH CUSTOMER MAY INCUR IN CONNECTION WITH CROCKER VoIP, OR CUSTOMER'S USE THEREOF, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF CROCKER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. IN NO EVENT SHALL CROCKER'S LIABILITY FOR ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR CROCKER VoIP EXCEED CROCKER VoIP CHARGES INCURRED BY CUSTOMER. THIS LIMITATION OF LIABILITY APPLIES TO LOST VoIP PHONE SERVICES, DROPPED CALLS, FAILURE OF VoIP TO FUNCTION PROPERLY, INCLUDING 911 CALLS FOR ANY REASON, INCLUDING LOST POWER, EQUIPMENT FAILURE OR HUMAN ERROR. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER. Customer understands that if Customer becomes dissatisfied with the Service, Customer's sole and exclusive remedy will be to discontinue the Service in accordance with Section 3 of this Agreement.

7. 911

FCC rules require that IP-based phone service providers remind you about these important 911 facts: CROCKER needs a correct service address to deliver your proper location information to a 911 operator. If you move CROCKER provided equipment to a different address, call Crocker at the Crocker Customer Care number of (413) 654-1000. Crocker Hosted PBX VoIP service uses the electrical power and Internet access in your office. You may not be able to make 911 calls if there is a power outage, CROCKER experiences network or other technical problems, or your Internet service is suspended. When a 911 call is placed you may need to instruct the operator of your location.

8. Privacy

Customer's telephone communications with and through CROCKER VoIP will, in most cases, be heard only by Customer and by anyone to whom Customer addresses such communications. When reasonably practicable, CROCKER will attempt to preserve the confidentiality of such communications. However, Customer agrees that CROCKER has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate the Service properly, or to protect itself or its subscribers. CROCKER has no obligation to monitor CROCKER VoIP. Customer understands and agrees that, unless Customer notifies CROCKER to the contrary in writing, CROCKER may publish Customer's name and other information in directories that may be accessed by third parties.

9. Terms and Conditions, Acceptable Use and Policies

Customer agrees to be bound by the CROCKER terms and conditions, acceptable use policy and the specific service level policies applicable to Customer, which are important for the proper use of the Service. Customer's failure to follow these provisions, whether set out in this Agreement, the MSA, CROCKER Internet Access Agreement, the Customer Sales Order, on the website at [www.crocker.com](http://www.crocker.com) or in bulletins posted at various points by CROCKER, may result in CROCKER terminating this Agreement. Customer agrees to abide by all of the rules of CROCKER Internet Access. In addition, Customer agrees to the following rules:

- (i) Customer will not transmit or distribute via VoIP in any way, information, software, or other material which is protected by copyright, or other proprietary right, without obtaining permission of the owner of such rights.
- (ii) Customer will not use our Service to commit a crime, or to plan, encourage or help others to commit a crime.
- (iii) Customer will not use VoIP for telephone sales and solicitation in violation of law.

- (iv) Customer will not impersonate another user or otherwise falsify one's identity in connection with the use of the service.

10. Indemnity

Customer agrees to defend and indemnify and hold harmless CROCKER and its officers, directors, employees, affiliates and subsidiaries from and against any and all claims, proceedings, damages, injuries, liability, losses, costs and expenses claims, proceedings, damages, injuries, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to any acts by Customer or materials or information transmitted by Customer in connection with the Service, regardless of the type of claim or nature of the cause of action.

11. Proprietary Rights

By engaging in communication via VoIP in or through CROCKER VoIP, Customer is granting to CROCKER a perpetual, worldwide license (the "License") to use, copy, modify, adapt or document such communications in the normal course of business for business purposes. CROCKER shall use the licensed material solely in conjunction with providing, promoting, distributing or otherwise exploiting the Service. The License does not, however, grant CROCKER any ownership rights in or to Customer communications. Customer shall have no recourse against CROCKER for any alleged or actual infringement of any proprietary rights to which Customer may claim ownership. CROCKER or our suppliers own all rights, title and interest in and to all components of the Service, but expressly excluding content owned by third parties which may be accessible through the Service and/or the Internet generally. Customer may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile, or disassemble (i) any aspect of the CROCKER VoIP which we or our suppliers own, or (ii) any service, information or materials supplied by a third-party content provider and which Customer may access through CROCKER Internet.

12. Miscellaneous

This Agreement, the Customers Sales Order, and the MSA, where applicable constitute the entire agreement between CROCKER and Customer with respect to the Service. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Springfield, Massachusetts. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises. If for any reason, a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. Customer may not assign this Agreement or Customer's rights or obligations hereunder without the prior written consent of CROCKER.

Signed as a sealed instrument as of the date first set forth above.

BY:

Crocker Communications, Inc.

BY:

The Town of Montague

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

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

\_\_\_\_\_  
Authorized Signature (printed)

\_\_\_\_\_  
Authorized Signature (printed)

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A  
Customer Sales Order  
Quote #\_Q-00214-1

Attached



# crocker communications

## Quotation

Quote #:  
Date:  
Expires On:

Q-00214-1  
11/29/2021, 9:44 AM  
2/27/2022

101 Munson Street : Greenfield, MA 01301

**Ship To**  
TOWN OF MONTAGUE - TOWN OFFICE  
1 Avenue A STE 1  
TURNERS FALLS, MA 01376

**Bill To**  
TOWN OF MONTAGUE - TOWN OFFICE  
1 Avenue A STE 1  
TURNERS FALLS, MA 01376

SALESPERSON	PHONE	EMAIL
Joshua Levin	(413) 475-1304	jlevin@corp.crocker.com

### Monthly Recurring Charge

Service	Unit Price	Discount (%)	Discounted Price	Quantity	Total Price
BASIC USER	\$10.95	20	\$8.76	43	\$376.68
AUTO ATTENDANT	\$5.00	0	\$5.00	3	\$15.00
AUTO ATTENDANT	\$0.00	0	\$0.00	1	\$0.00
HUNT GROUP	\$5.00	0	\$5.00	8	\$40.00
PREMIUM USER	\$22.95	20	\$18.36	6	\$110.16
VOICEMAIL USER	\$6.25	20	\$5.00	1	\$5.00
<b>Monthly Recurring Charge Discount:</b>					\$122.96
<b>Monthly Recurring Charge Total:</b>					\$546.84

<b>Quote Total:</b> \$546.84
------------------------------

### Notes

**Terms & Conditions**  
Net 30

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

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

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Please sign and email to Joshua Levin at [jlevin@corp.crocker.com](mailto:jlevin@corp.crocker.com).



Just a reminder to include this on the 12/6 agenda as a public conversation so I can submit our participation form upon my return to the office.

Steve

**From:** MAOpioidSettlements (AGO) <[maopioidsettlements@state.ma.us](mailto:maopioidsettlements@state.ma.us)>

**Sent:** Tuesday, November 30, 2021 1:17 PM

**Subject:** Reminder - Municipal Participation in Statewide Opioid Settlements - Sign-Ons Due January 2, 2022

Thank you for registering your municipality to receive participation forms for the statewide settlements with three opioid distributors — Cardinal, McKesson and Amerisource Bergen — and opioid-maker Johnson & Johnson, recently [announced](#) by Attorney General Maura Healey. We are writing to remind you that the deadline for sign-ons is January 2, 2022, though we recommend that you complete and submit the participation forms by mid-December to avoid holiday delays and ensure your municipality's participation is properly recorded. If you have already done so, thank you!

You can find more information about the settlements, including answers to frequently asked questions, [here](#).

To speak with someone on AG Healey's team about the Settlements, email [MAOpioidSettlements@mass.gov](mailto:MAOpioidSettlements@mass.gov).



# Board of Selectmen Town of Montague

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3204  
FAX: (413) 863-3231

## YEARLY LICENSE FEES

### Liquor Licenses

Restaurant, All Alcohol	\$1,050
Restaurant, Beer & Wine	\$580
Package Store, All Alcohol	\$975
Package Store, Beer & Wine	\$550
Club, All Alcohol	\$725
Innholder, All Alcohol	\$1,000
Seasonal Club All Alcohol	\$450
Brewery/Winery Pouring Permit	
Seating under 50:	\$110
Seating 51 – 99:	\$220
Seating over 100:	\$550

(Effective 1/11/16: Prorate as of 1<sup>st</sup> of month if sold  
Responsible for # months owned business)

### Other Licenses

Common Victualler	\$40
Class II & Class III (used cars) (junk)	\$110
Automatic Amusement	\$45/ea.
Lodging House	\$40
1-day (all alcohol)	\$40
1-day (Wine & Malt)	\$40
Entertainment	\$55
Annual Auctions	\$110
Special Auctions	\$20
Tag Sales	No fee, but must register tag sale or \$10 fine if caught

- Adopted by Board of Selectmen on November 23, 2015
- Amended 1/11/16

Fee Schedule w/ Reduced Fees

	Count	License Cost	Full Cost Total	License Fee 50% reduced	50% Total	License Fee 75% reduced	75% Total
<b>Alcohol Licenses</b>							
RESTAURANT, ALL ALCOHOL	10	\$ 1,050	\$ 10,500	\$ 525.00	\$ 5,250.00	\$ 262.50	\$ 2,625.00
RESTAURANT, BEER & WINE	4	\$ 580	\$ 2,320	\$ 290.00	\$ 1,160.00	\$ 145.00	\$ 580.00
CLUB, ALL ALCOHOL	5	\$ 725	\$ 3,625	\$ 362.50	\$ 1,812.50	\$ 181.25	\$ 906.25
BREWERY/WINERY POURING PERMIT	3	\$ 110	\$ 330	\$ 55.00	\$ 165.00	\$ 27.50	\$ 82.50
GENERAL ON PREMISES - BEER & WINE	2	\$ 580	\$ 1,160	\$ 290.00	\$ 580.00	\$ 145.00	\$ 290.00
PACKAGE STORE, ALL ALCOHOL	4	\$ 975	\$ 3,900	\$ 487.50	\$ 1,950.00	\$ 243.75	\$ 975.00
PACKAGE STORE, BEER & WINE	1	\$ 550	\$ 550	\$ 275.00	\$ 275.00	\$ 137.50	\$ 137.50
<b>Liquor License Revenue</b>			<b>\$ 22,385</b>		<b>\$ 11,193</b>		<b>\$ 5,596.25</b>

	Count	License Cost	Full Cost Total	License Fee 50% reduced	50% Total	License Fee 75% reduced	75% Total
<b>Food, Entertainment &amp; Auto Amuse Licenses</b>							
COMMON VICTUALLER	27	\$ 40.00	\$ 1,080.00	\$ 20.00	\$ 540.00	\$ 10.00	\$ 270.00
ENTERTAINMENT	18	\$ 55.00	\$ 990.00	\$ 27.50	\$ 495.00	\$ 13.75	\$ 247.50
AUTOMATIC AMUSEMENT*:	27	\$ 45.00	\$ 1,215.00	\$ 22.50	\$ 607.50	\$ 11.25	\$ 303.75

<b>Food, Entertainment &amp; Auto Amuse Licenses</b>	<b>Total</b>	<b>\$ 3,285.00</b>	<b>\$ 1,642.50</b>	<b>\$ 821.25</b>
<b>Total Revenues</b>		<b>\$ 25,670.00</b>	<b>\$ 12,835.00</b>	<b>\$ 6,417.50</b>

# Liquor License Holders

ALL ALCOHOL	BEER & WINE	POURING PERMIT
<p><b>On Premise, Section 12 (14 Allowed + 1 Petitioned)</b></p> <p>The Alva Stone            Millers Pub (Crystal Spring Investments)            Hubies Tavern            Rendezvous            North Village Smokehouse (Secondhand Smoke, Inc). 05/07/18            Millers Falls Rod &amp; Gun            Montague Elks            St. Kazmierz            St. Stanislaus            Turners Falls Rod &amp; Gun Club            Between the Uprights @ 2<sup>nd</sup> Street            Riff's, Inc.            Thomas Memorial Golf &amp; Country Club            Black Cow Burger            5 Eyed Fox (<i>Petitioned Legislature, ABCC Approved 9/7/16</i>)</p>	<p><b>On Premise, Section 12 (5 Allowed + 1 petitioned)</b></p> <p>Turners Falls Pizza House            The Lady Killigrew            Shady Glen            Great Falls Harvest            Shea Theater Arts Center, Inc. 1/31/17            Mystic Pinball LLC (<i>Petitioned Legislature ABCC approved 6/19</i>)            Sow Loud, LLC dba The Upper Bend (<i>Petitioned license transferred from MP - ABCC approved 3/22/21</i>)</p>	<p><b>Farmer-Breweries</b></p> <p>Element Brewing Co.            3/10/15</p> <p>Brick and Feather Brewery, Inc.            11/14/16</p> <p>Pioneer Valley Brewery, LLC            10/21/20</p> <p><b>Winery</b>            Wild Child Cellars (ABCC approved. 7/24/18)</p> <p>Has not been issued by the Town</p> <p>*These do not go against the Town's quota</p>
<p><b>Off Premise, Section 15 (2 Allowed + 2 Petitioned)</b></p> <p>Connecticut River Liquor &amp; Wine            Crestview Liquors            Carroll's Market (<i>Petitioned Legislature, ABCC Approved 11/13</i>)            Montague Village Store (<i>Petitioned Legislature, ABCC Approved, 2/17</i>)</p>	<p><b>Off Premise, Section 15 (5 Allowed)</b></p> <p>Food City</p>	<p><b>SEASONAL LICENSE</b></p>
<p><b>0 AVAILABLE</b></p>	<p><b>0 AVAILABLE</b></p>	<p><b>AS OF 04/05/21</b></p>

Legislature approved Licenses awaiting new business: 485 Federal Street, Montague, 10/22/15; 26 - 28 East Main Street, Millers Falls 6/30/15; 42 Canal Road, Turners Falls, 9/20/18;