

**MONTAGUE SELECTBOARD MEETING
MONTAGUE BOARD OF HEALTH MEETING**

Remote Meeting via ZOOM

1 Avenue A, Turners Falls, MA 01376

Monday, January 10, 2022

Zoom Meeting Link: <https://us02web.zoom.us/j/89416936119>

Meeting ID: 894 1693 6119

Password: 248293

Dial in Option: (646) 558-8656

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. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
3. 6:33 Approve minutes of December 20, 2021 and January 3, 2022
4. 6:35 Board of Health Chair opens the meeting, if quorum present, roll call taken
5. 6:35 COVID-19 Updates
 - Welcome to Robin Neipp as Contract Tracing Nurse for the Collaborative Grant
 - Review of COVID case counts and trends
 - Update on Test Kit Ordering (Selectboard)
6. 6:45 Caitlin Kelly, Library Director
 - Preservation Assistance Grants for Smaller Institutions to be submitted to the National Endowment for the Humanities, \$9,216.00
7. 6:55 Walter Ramsey, Town Planner
 - Execute professional services agreement with FRCOG for Montague Comprehensive Plan Phase I: Community Visioning and Scenario Planning. Contract amount \$33,000 funded by a EOEEA FY23 Planning Grant
 - Burn Dump Capping Project close-out actions
8. 7:05 Winter Town Meeting
 - Open March 3, 2022 Special Town Meeting Warrant
9. 7:10 Executive Assistant Business
 - Execute 2022 Renewal Certification to ABCC

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VIA ZOOM
Monday, January 10, 2022**

10. 7:20

Town Administrator's Business

- Execute Colle Building Lease (3 Year Term)
- Execute Agreement with Sullivan & Sullivan Auctions
- MassDOT notice regarding future 5th Street and White Bridge Replacement Plan
- US Treasury adopts final rule implementing the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Program under the American Rescue Plan
- Topics not anticipated in the 48 hour posting

Other

- Anticipated Next Meeting: Tuesday, January 18, 2022 at 6:30 PM via ZOOM

WendyB-Montague Selectboard

From: Anne Stuart - Health Clerk
Sent: Thursday, January 6, 2022 11:54 AM
To: WendyB-Montague Selectboard
Cc: Daniel Wasiuk - Health Director; 'Albert Cummingsy531'; Melaine Zamojski; Nelson, Michael (michaelnelsonmba@gmail.com); Anne Stuart - Health Clerk
Subject: Selectboard Agenda
Importance: High

Please put us on the agenda as early as possible.

COVID Update

- Welcome Robin Neipp as Contract Tracing Nurse for the Collaborative Grant
- Review of Case Counts & Trends

I am assuming that a BOH member and or Daniel will be at the SB meeting next week.

Thank you,
Anne

WendyB-Montague Selectboard

From: Caitlin Kelley - Montague Library Director
Sent: Wednesday, January 5, 2022 7:14 PM
To: StevenE - Montague Town Administrator; WendyB-Montague Selectboard
Subject: Grant Narrative and Budget for NEH's Preservation Assistance Grants for Smaller Institutions

Good evening Steve and Wendy,

Attached is the narrative and project budget for NEH's preservation grant application, due on Thursday the 13th. The grant requests \$9,216.00 to cover the costs of preserving, organizing, and safely storing the Montague Public Libraries' historic collections.

Here is a brief(ish) project description:

This project seeks to preserve, organize, and safely store the historic collections of the Montague Public Libraries so that they may be easily accessed by the public. The project's goals are guided by the collection assessment and action plan developed by preservation consultant Samantha Couture in the fall of 2021. Comprised of photographs, maps, pamphlets, postcards, paintings, letters, fliers, street directories and more, the libraries' collections detail the lives of those living and working in Franklin County. Highlighted in the collection's materials are the five villages of Montague and the various mills that were built along the Connecticut River. The goals of this project will be achieved by purchasing archival-quality storage furniture, so that the collection can be organized and stored in a central location, and by paying a consultant trained in archives management to do the work of organizing, documenting, and preserving the collection.

Please let me know if you have any questions!

Caitlin

Caitlin Kelley
Library Director
Montague Public Libraries
librarydirector@montague-ma.gov
413 863-3214

Preservation Assistance Grants for Smaller Institutions

To be submitted to the National Endowment for the Humanities by January 13, 2022

Project Description:

This project seeks to preserve, organize, and safely store the historic collections of the Montague Public Libraries so that they may be easily accessed by the public. The project's goals are guided by the collection assessment and action plan developed by preservation consultant Samantha Couture in the fall of 2021. Comprised of photographs, maps, pamphlets, postcards, paintings, letters, fliers, street directories and more, the libraries' collections detail the lives of those living and working in Franklin County. Highlighted in the collection's materials are the five villages of Montague and the various mills that were built along the Connecticut River. The goals of this project will be achieved by purchasing archival-quality storage furniture, so that the collection can be organized and stored in a central location, and by paying a consultant trained in archives management to do the work of organizing, documenting, and preserving the collection.

1. Grant Narrative

A. Grant Activities

The historic materials at the Montague Public Libraries currently exist in a state of disorganization and are largely unavailable to the public. The collections, mostly located at the main Carnegie Library, have long been neglected and left unorganized. Conservator Samantha Couture was hired using LSTA funds from the 2020/2021 grant round to assess the needs of the library's collections and to write an action plan. In December of 2021, contractor Taelour Cornett was hired to enact Couture's action plan and organize the collections for ease of access for patrons and staff.

This grant would support the ongoing organization and preservation of the Montague Public Libraries' historic collections and purchase new storage solutions in which to safely secure these collections. Cornett is in the process of rehousing materials in archival boxes and storing them in the library's basement. Unfortunately, the shelving units in that space are inadequate for permanent storage, as they cannot support the weight of the archival boxes and are close to basement windows that often leak during heavy rain. New furniture would allow the collections to be placed against interior walls and stacked separately to avoid damage.

Adequate furniture would also support the reorganization and proper storage of the collection's paintings and oversized, framed print images. These items are currently stored on the second floor of the library, where humidity levels fluctuate extensively throughout the

summer and winter. These artworks are currently stacked on top of each other on the floor, as there are no pieces of furniture within the library that are large enough to accommodate their size. With new furniture, the paintings and oversized pictures could be moved from the third floor to the basement and placed within separate dividers to better protect the framed pictures from damaging each other.

Finally, library staff, with aid from Cornett, plan to develop a finding aid for the historic and art collections at the Montague Public Libraries. New furniture would allow for better organization of the collections and subsequently help prepare for the creation of this living document. New shelving will enable library staff to store the majority of the collection in two central locations rather than scattered throughout the three floors of the building. Housing the collections this way, with most oft-used items available on the Carnegie Library's main floor and the remainder safely stored one floor below, will also allow patrons and staff better access to them.

B. Content and Size of Collections

The archival collections at the Montague Public Libraries contain a variety of formats, including photographs, maps, postcards, paintings, newspaper clippings, magazines, letters, fliers, microfilm, and various other materials. In total, there are approximately 1,800 linear feet of records documenting the history of Franklin County and the lives of local people. There are more than 100 maps and blueprints that illustrate the local landscape, past renovation plans for the library, and grave placements at the local cemetery. Additionally, there are more than 100 years of street lists and census records for the Town of Montague in bound books.

In the photograph collection, there are more than 400 pictures documenting life in Franklin County from the late 1800s to the present. Photographs include work at the local mills, construction of the town and Connecticut River dam, hurricane and other natural disaster damage, as well as festivals and other cultural events. There are additionally 5 cartons of microfilm and 150 photo slides that are not yet represented within the collection as photographic prints.

Also included in the collection are 10 CDs and floppy discs that contain a documentary on local history and hundreds of image files from local photographers ranging from the years 1900 to 2000. There are 30 large, framed pictures that range from aerial shots of the town in the early 1900s to school group photos and Civil War veteran photos. Many of these pictures are originals with no other known surviving copies. It is imperative that they be preserved.

Turners Falls, the largest village in Montague and the subject of much of the Libraries' historic collections, was established as a mill town in 1868 by Alvah Crocker. Noting the vigor of the village's waterfalls, Crocker planned and promoted the development of a large swathe of mills powered by the Connecticut River. The town was directly connected to New York City via rail line, which attracted tourism and new inhabitants. Although the population dwindled

during the mid-20th Century, the town has experienced a resurgence over the past 20 years. Montague has become a center of culture and recreation with highlights like the historic Shea Theater, the Montague Book Mill, the Great Falls Harvest Festival, and the Canalside Rail Trail which stretches almost four miles between Turners Falls and Deerfield.

As noted, the Montague Public Libraries' historic collections document a large portion of the history of Turners Falls. There exist various photographs and letters detailing the construction of the dam and mills, as well as those involved in these projects. Many of the documents within the libraries' collections pertain to families who have been part of the local community for many generations. The library receives requests on a weekly basis from patrons interested in learning about library collections but, due to their current lack of organization, staff are often forced to turn them away. Patrons are most interested in (a) learning genealogy information regarding their own families, (b) seeing maps and photos of the old mills, (c) looking at pictures of historic buildings in town to determine their original purpose, and (d) finding their own photos and documents that have been donated to library collections.

C. Function of Humanities Collections

The historical collections at the Montague Public Libraries are some of the only historic collections in the region. Because so many of the items within the collections are primary documents, it is vital to the local community that the library organize them as soon as possible to increase accessibility. Many residents of the Montague area are unaware of the historical collections at the library, so it is likely that interest will increase when they are organized adequately enough to be catalogued in a finding aid and published on the library website. Once the organization of the collection has been completed, then sub-collections of interest, especially photographs, will be scanned and organized into an even-more accessible digital collection.

The Montague Public Libraries are planning to facilitate genealogy workshops for interested patrons. Currently, most of the workshops are conducted using online resources, but it is anticipated that the historical collections will be used in the future when they are in a more organized state. Likewise, portions of the library have previously been used as an exhibit space for many of the historic artworks and artifacts, once the collection is organized, staff can put together exhibits and displays, highlighting the collections and their historic significance.

D. What is the nature and mission of your institution or institutional unit?

The Montague Public Libraries are comprised of the main Carnegie Library in Turner's Falls and the Montague Center and Miller's Falls branches. The three libraries serve the 8,200 residents of Montague's five neighborhoods. The Montague Public Libraries provide inviting public common places for people of all ages to meet and interact, and to participate in informational, cultural, and recreational activities. The focus of the Montague Public Libraries is to provide resources to enrich the learning, research, and reading pleasure of the entire community. The libraries currently employ 11 people, including three full-time staff members

and eight part-time staff members. The libraries are collectively open to the public 298 days of the year and the institution's FY22 budget is \$437,744.00.

E. Has your institution ever had a preservation or conservation assessment or consultation?

The Montague Public Libraries received LSTA funding in the 2020-2021 grant year, which paid for consultant Samantha Couture to conduct a preservation assessment of the Montague Public Libraries. In her assessment, Couture evaluated the local history and art collections located at the Montague Libraries, as well as collections at the Montague Town Hall and Montague Historical Society. Her final report, submitted on September 28, 2021, made recommendations on collection identification and management, best practices for item storage and the storage environment, collection handling, and emergency preparedness. It is based on her report and its guidance that the Montague Public Libraries have embarked on the organization and preservation of its collections detailed below.

F. What is the importance of this project to your institution or institutional unit?

The previous director of the Montague Public Libraries pursued assessment of the library's artworks and local history photographs and artifacts when it became apparent that much of institutional knowledge surrounding these collections would be lost with the end of her tenure. This loss of knowledge matters to the community. They deserve to know their history. It is the effort of this project to ensure that information about the libraries' collections is not locked in the mind of a single individual, but made available, eventually in multiple formats, to the public at large.

Many patrons of the Montague Public Libraries are members of families that have resided in Franklin County for generations. The libraries often receive requests to access historical materials to learn more about their family history. Many wish to look up photos of important buildings in town, to learn about the history of the mills. The items within the library's historical collections are relevant to the lives of local residents and the sooner staff can organize these collections, the more services they will be able to offer library patrons to assist them in accessing and being enriched by these materials.

As emphasized in section A, the historical collections at the Montague Public Libraries are stored in a variety of places and in varying preservation conditions. Recently, a large portion of the paper materials in the collections were rehoused into folders and boxes in the basement to prevent further damage from humidity and other materials. However, due to inadequate shelving in the basement, much of the boxes of documents are stored on the floor and alongside a wall with ground-level windows, which increases the risk of water damage during heavy rains. New shelving would allow these items to be moved off the floor and alongside an interior wall, preventing potential damage. Additionally, items that are used most frequently will be moved upstairs to the main floor, and the new shelving units will allow us to safely increase the number of items on that floor.

As previously mentioned, the art collection on the second floor of the library is in a state of disarray. Due to the lack of adequate storage, paintings and framed photographs are currently stacked horizontally on the floor. Stacking framed pictures this way causes the frames to sag over time and bend or break the items stacked underneath them due to weight. New furniture will allow us to sort framed pictures into individual vertical slots and to lift them off the floor to prevent further damage.

The current storage solutions for the historical collections are inadequate and, as a result, items are scattered throughout the library, which makes it more difficult to create a finding aid that staff can interpret. A finding aid for the collections is in the nascent stages of development and new shelving units will allow staff to reorganize boxes into a more cohesive order. The reorganization of the collections will then be reflected in the finding aid and will subsequently make items easier to locate.

G. Consultant and Staff Involvement

Taelour Cornett is a consultant for this project. He received his master's degree in Library and Information Sciences from Simmons University in 2020 with a concentration in Archives Management. During his time at Simmons, he completed 2 archives internships- one at Keene State College and one at the University of Massachusetts in Amherst. At both internships, Cornett organized and re-housed incoming collections, created finding aids using ArchivesSpace software, and met with donors to discuss their collections. Since graduation, he has worked on several digital collections to re-organize them and add metadata to their records. Additionally, Cornett has worked with several physical collections at Keene State College in the last year, most notably the Jonathan Daniels Collections, which included more than 40 boxes of archival material. His work on the Jonathan Daniels Collections included reorganizing the entire collection, rehousing items into new folders and boxes, creating a finding aid for each of the 6 sub-collections, and digitizing more than 100 pictures and newspaper articles for Keene State College's digital repository, KSCommons.

2. Research and Related Budget

A. Senior/Key Person

Montague Public Libraries Director, Caitlin Kelley will facilitate and manage the project.

B. Other Personnel

N/A

C. Equipment Description

N/A

D. Travel

N/A

Section E. Participant/Trainee Support Costs

N/A

F. Other Direct Costs

1. Materials and Supplies

The Montague Public Libraries is in need of new shelving to store their archival collections. Currently, the collections are split between levels of the library and are stored in a variety of locations, many of which are in danger of flooding due to their proximity to the floor of the basement. After evaluating the space available and the size of the collections, it has been estimated that 7 shelving units from Hollinger would hold the bulk of the archival items. Each of these shelving units is 60"x42"x15" and can hold up to 12 standard-size record cartons. If these units are purchased, there will be enough shelving space available to hold the entirety of the collection in addition to leaving room for the collection to grow in the future. The total cost of the 7 shelving units would be approximately \$2,400.

In addition to the record carton storage units, the Montague Public Libraries would also purchase art racks to store the libraries' artworks. Currently, the art collection is stored on the second floor of the library. Each piece of art is stacked horizontally on the floor, as none of the current furniture is large enough to accommodate the framed pictures. As a result of this, a large portion of the art has sustained damage from ceiling leaks, scraping against the floor, rubbing against other pieces of art, and bending and breaking due to being stacked unevenly for a long period of time. The purchase of new furniture would allow the art to be stacked individually and vertically, preventing further damage. Each art rack has 8 distinct dividers which separate each piece. The dimensions of the art rack are 29"x36"x24.25". 4 art racks are necessary to accommodate the Montague Public Library's entire art collection, and the total cost of the art racks would be \$1,200.

2. (N/A)

3. Consultant Costs

Consultant, Taelour Cornett will work on this project for 34 days over the course of four months and complete the following:

Primary Objectives, Phase 1

1. Sort all remaining items in the final 5 drawers into boxes. (30 hours)
2. Label boxes. (2 hours)
3. Remove all maps from the flat file to be temporarily stored elsewhere.

(2 hours)

4. Sort all maps to be more evenly distributed between drawers and create new drawer labels. (4 hours)
5. Move historical collection boxes away from basement windows and onto shelves. (2 hours)
6. Determine which items to remove from Millers Falls and Montague Center and rehouse them within the Carnegie collection. (10 hours)
7. Create a finding aid that reflects all holdings between all 3 libraries. (35 hours)
8. Make copies of fragile newspaper clippings for patron use and store originals elsewhere (where patrons cannot access them). (15 hours)
9. Create physical and digital copies of contents on existing storage CDs. (4 hours)
10. On the third floor, line all exhibit shelves with acid-free paper to preserve artifacts. (12 hours)
11. On the third floor, store moldy clothing in acid-free boxes until they can be sent to a textile specialist to be treated. (1 hour)
12. Use needle and string to rebind patron-use copies of street assessment reports (currently stored in upstairs office). (20 hours)

Phase 1 Total:

Not to exceed 137 hours

Secondary/Long-term Objectives, Phase 2

1. Re-house fragile rolled maps on top of flat file (10 hours)
2. Send moldy clothing to a textile specialist to be treated. (10 hours)
3. Create an inventory of all items currently on display on the 3rd floor. (20 hours)
4. Store high value items in a secure location such as a safe. (2 hours)
5. Determine preservation priorities for painting collection and consider deaccessioning damaged and/deteriorating paintings and reproductions (3 hours)
6. Determine which items in our collection would be better served elsewhere, based on new deaccessioning policy, and contact relevant historical societies/libraries to offer the items as a donation. (27 hours)

7. Set up equipment to improve circulation and prevent further mold growth in the second floor. (1 hour)
8. Request that Ed Gregory (representative from the Montague Historical Society) create duplicates of MHS CD records. (1 hour)
9. Contact the original company who microfilmed our newspaper articles to retrieve a copy of the entire collection. (5 hours)
10. Re-house collection of paintings in upright position, preventing them from leaning on each other. (15 hours)

Phase 2 Total:

Not to exceed 97 hours

Consultant Total:

Not to exceed 234 hours at \$24.00 per hour or **\$5,616.00**

Total Project Cost: \$9,216.00

Project Timeline:

Month 1	<ul style="list-style-type: none"> • Sort all remaining items in the final 5 drawers into boxes. (30 hours) • Label boxes. (2 hours) • Remove all maps from the flat file to be temporarily stored elsewhere. (2 hours) • Sort all maps to be more evenly distributed between drawers and create new drawer labels. (4 hours) • Move historical collection boxes away from basement windows and onto shelves. (2 hours) • Determine which items to remove from Millers Falls and Montague Center collections and rehouse them within the Carnegie collection. (10 hours)
Month 2	<ul style="list-style-type: none"> • Create a finding aid that reflects all holdings between all 3 libraries. (35 hours)

	<ul style="list-style-type: none"> • Make copies of fragile newspaper clippings for patron use and store originals elsewhere (where patrons cannot use them). (15 hours) • Create physical and digital copies of contents on existing storage CDs. (4 hours) • On the third floor, line all exhibit shelves with acid-free paper to preserve artifacts. (12 hours)
Month 3	<ul style="list-style-type: none"> • On the third floor, store moldy clothing in acid-free boxes until they can be sent to a textile specialist to be treated. (1 hour) • Use needle and string to rebind patron-use copies of street assessment reports (currently stored in upstairs office). (20 hours) • Re-house fragile rolled maps on top of flat file (10 hours) • Send moldy clothing to a textile specialist to be treated. (10 hours) • Create an inventory of all items currently on display on the 3rd floor. (20 hours)
Month 4	<ul style="list-style-type: none"> • Store high value items in a secure location such as a safe. (2 hours) • Determine preservation priorities for painting collection and consider deaccessioning damaged and/deteriorating paintings and reproductions (3 hours) • Determine which items in our collection would be better served elsewhere, based on new deaccessioning policy, and contact relevant historical societies/libraries to offer the items as a donation. (27 hours) • Set up equipment to improve circulation and prevent further mold growth in the second floor. (1 hour) • Request that Ed Gregory (representative from the Montague Historical Society) create duplicates of MHS CD records. (1 hour) • Contact the original company who microfilmed our newspaper articles to retrieve a copy of the entire collection. (5 hours) • Re-house collection of paintings in upright position, preventing them from leaning on each other. (15 hours)

WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Wednesday, January 5, 2022 6:03 PM
To: WendyB-Montague Selectboard
Cc: StevenE - Montague Town Administrator
Subject: 1/10/22 SB Agenda Item
Attachments: Montague Comp Plan Phase 1 contract 1.5.22 (1).docx; Montague Comp Plan phase I Scope of Services - FRCOG edits 12-7-21 (1).docx; 34790 BD Closure memo final_with attachmentspdf.pdf

Wendy, Can you include these items on the agenda. Should not take more than 5-10 minutes.

- Execute professional services agreement with FRCOG for Montague Comprehensive Plan Phase I: Community Visioning and Scenario Planning. Contract amount \$33,000 funded by a EOEEA FY23 Planning Grant.
- Burn Dump Capping Project close-out actions

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

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE TOWN OF MONTAGUE
AND
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

THIS AGREEMENT is made this ____ day of ____ 2022, by and between the Town of Montague, hereinafter called the OWNER and Franklin Regional Council of Governments (FRCOG)., with offices at 12 Olive Street Greenfield, MA 01301 (herein called the "CONSULTANT"):

The OWNER'S Designated Representative under this contract is:

Name Walter Ramsey Position/Title Town Planner

Address: One Avenue A, Turners Falls, MA 01376

Telephone (413) 863-3200

Email planner@montague-ma.gov

The CONSULTANT'S Designated Representative under this contract is:

Name Kimberly Noake MacPhee

Position/Title Land Use & Natural Resources Program Manager

Organization: Franklin Regional Council of Governments

Address 12 Olive Street, Greenfield, MA 01301

Telephone 413-774-3167 x130

Email KMacPhee@frcog.org

WITNESSETH, for consideration hereinafter set forth, the CONSULTANT AND OWNER hereto agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONSULTANT

- 1.1 THE OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain professional services hereinafter described as:

Montague Comprehensive Plan- Community Visioning and Scenario Planning

ARTICLE 2. GENERAL CONDITIONS

The OWNER agrees that all work be done by the CONSULTANT and all materials to be used on the project shall be in accordance with the standards applicable to the relevant professions employed on the PROJECT.

ARTICLE 3. SCOPE OF SERVICES

This scope of services is found in Attachment A.

ARTICLE 4. CONTRACT PRICE AND PAYMENT

- 4.1.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT a lump sum fee of \$ 33,000.00 for the scope of services described in Article 3 of this AGREEMENT.
- 4.2.1 Payments to the CONSULTANT shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1% per month.
- 4.3.1 For services performed beyond basic services, (additional services) the CONSULTANT shall be compensated in accordance with the procedure established in Article 13.
- 4.4.1 The OWNER agrees to make payment to the CONSULTANT within thirty (30) days of the invoice date for work completed to the OWNER'S satisfaction. If the OWNER fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT'S statement therefore, except for just cause, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONSULTANT within seven (7) days of the notice, the suspension shall take effect without further notice. In the event of a suspension of services due to failure of the OWNER to make payment as agreed in this section, the CONSULTANT shall have no liability of the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 4.5.1 Notwithstanding anything in this AGREEMENT to the contrary, any and all payments that the OWNER is required to make under this AGREEMENT shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

ARTICLE 5. TERM OF AGREEMENT AND TIME FOR PERFORMANCE

- 5.1.1 The CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER and upon receipt of a Notice to Proceed from the Owner. The CONSULTANT agrees to provide services for the duration of work, starting within two weeks of the Notice to Proceed. All work must be completed no later than June 1, 2023.

ARTICLE 6. KEY PERSONNEL

- 6.1.1 The CONSULTANT shall provide a list of the names and qualifications of individual staff people who will be assigned to the performance of the CONSULTANT'S obligations under this contract.
- 6.2.1 The OWNER shall have the right to require the CONSULTANT to remove any key individual from his or her assignment to this PROJECT for cause. The key individual shall receive reasonable notice of any such action.

ARTICLE 7. CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

- 7.1.1 The CONSULTANT shall not employ consultants, except Key Personnel designated in ARTICLE 6, or assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval of and written consent of the OWNER. The OWNER shall not unreasonably withhold such approval. The OWNER may rescind its consent if a consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the CONSULTANT shall remove such consultant or subcontractor from the work. The OWNER'S written consent shall not in any way relieve the CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates or other work or materials furnished.
- 7.2.1 Except as otherwise provided in this contract, whenever the services of the following consultants are required, the CONSULTANT shall employ them within the basic fee for this project: Surveyors, Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Acoustical Engineers, Architects, Landscape Architects and Designers, Cost Estimators, Code Specialists and Specification Writers. Consultants must be registered in their respective disciplines if the applicable General Law requires registration.
- 7.3.1 When the CONSULTANT receives payment from the OWNER, the CONSULTANT shall within 30 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the OWNER. The OWNER shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the OWNER.

ARTICLE 8. STATUTORY COMPLIANCE

- 8.1.1 This AGREEMENT will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the AGREEMENT shall conflict with any provisions or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

- 8.2.1 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this AGREEMENT. To whatever extent any provision of this AGREEMENT shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 8.3.1 The CONSULTANT shall exercise due care in accordance with generally accepted standards of professional practice, and perform the work required under this AGREEMENT in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the CONSULTANT shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the CONSULTANT'S failure to comply with the provisions of this Article and shall indemnify the OWNER against any liability incurred as a result of a violation of this section, in place at the time of this Agreement's execution.

ARTICLE 9. INSURANCE

General Liability Insurance

- 9.1.1 The CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost the OWNER. With respect to the operation the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury, death and property damage.
- 9.2.1 **Automobile Liability Insurance**
- The CONSULTANT agrees to hold the Town of Montague harmless from the liability of any accidents, deaths or injuries, or destruction of property, caused by or incurred by employees of the CONSULTANT while engaged in the implementation of this contract.
- 9.3.1 The CONSULTANT shall, before commencing performance of this AGREEMENT, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of this AGREEMENT.
- 9.4.1 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this AGREEMENT. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OWNER at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 10. RESPONSIBILITIES OF THE OWNER

The OWNER without cost to the CONSULTANT, shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

- 10.1.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.
- 10.2.1 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONSULTANT regarding both general and special considerations relating to the PROJECT.
- 10.3.1 Assist the CONSULTANT by placing at the disposal of the CONSULTANT all available information pertinent to the PROJECT including previous reports and existing survey data and any other data relative to design or construction of the PROJECT.
- 10.4.1 Waive or pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and obtain such approvals and consents from others as may be necessary for completion of the Project. The CONSULTANT shall assume that the information provided by OWNER is reliable for the purposes of these services. All materials and information provided to the CONSULTANT by OWNER under this contract shall remain the property of OWNER and shall be returned to OWNER upon completion of this contract or upon early termination of this contract
- 10.5.1 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- 10.6.1 Cooperate with and assist the CONSULTANT in all additional work that is mutually agreed upon.
- 10.7.1 Pay the CONSULTANT for work performed in accordance with terms specified herein.
- 10.8.1 Develop, organize and implement all public information and participation efforts.
- 10.9.1 OWNER does not guarantee the accuracy of information furnished and CONSULTANT must satisfy itself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by OWNER. If the above data are not available or they are in the opinion of CONSULTANT insufficient, CONSULTANT, upon request, may be given authorization to obtain the services of a consultant or perform the work with its own employees. Such consultants shall carry adequate liability insurance. In no case shall CONSULTANT commence such additional work without prior written authorization of OWNER.

Written consent shall not in any way relieve CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specification, estimates and other work or material furnished.

ARTICLE 11. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 11.1.1 CONSULTANT shall indemnify and save harmless OWNER and all of its municipal boards, commissions, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the CONSULTANT in the performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by CONSULTANT or its employees, consultants or subcontractors.

OWNER shall indemnify and save harmless CONSULTANT and all of its councilors, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the OWNER in the performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by OWNER or its employees, consultants or subcontractors.

By entering into this agreement, the FRCOG and the Town of Montague have not waived any governmental immunity that may be extended to them by operation of law.

11.2.1 Hazardous Waste Indemnification's

For the purpose of this AGREEMENT, CONSULTANT shall not be considered an owner or operator of the project site with respect to the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against CONSULTANT, its principals, agents, employees, and consultants unless such claims are based, in whole or in part, upon the negligence, breach of AGREEMENT, warranty, indemnity, or other obligation of CONSULTANT, its principals, agents, employees and consultants.

- 11.2.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

ARTICLE 12. NOTICE

All notices required to be given hereunder shall be in writing and delivered by hand to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone and facsimile or email, but shall be followed by notice in writing in the manner stated above.

ARTICLE 13. EXTENSION OF SERVICES

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

ARTICLE 14. OWNERSHIP AND USE OF DOCUMENTS

One (1) reproducible copy of all reports, design drawings, field data, calculations, estimates, and other documents and records (collectively referred to as "documents") which CONSULTANT prepares as instruments of service shall become the property of the OWNER upon payment in full to CONSULTANT under this AGREEMENT. Any re-use of such documents without CONSULTANT's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONSULTANT'S rights under this AGREEMENT.

ARTICLE 15. TERMINATION

- 15.1 The OWNER may terminate this AGREEMENT, without cause, upon ten days written notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall be compensated for all services performed prior to termination.
- 15.2 If the PROJECT is suspended or abandoned in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due.
- 15.3 If the PROJECT is resumed after being suspended for more than nine (9) months, the CONSULTANT'S compensation shall be equitably adjusted.
- 15.4 In the event of termination by the OWNER, the CONSULTANT will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 4 of this AGREEMENT.

ARTICLE 16. GENERAL PROVISIONS

16.1 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT'S services.

16.2 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

16.3 Force Majeure

The parties shall not be liable for the failure to wholly perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Consultant or the Owner.

16.4 Nondiscrimination

Consultant shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, .or any other protected class under the law.

ARTICLE 17. PROVISIONS REQUIRED BY MASSACHUSETTS LAW

- 17.1 The CONSULTANT hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT. (Statutory reference: M.G.L. c. 7, §38H (e) (i))
- 17.2 The CONSULTANT hereby certifies that no consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT. (Statutory reference: M.G.L. c. 7, §38H (e) (ii))
- 17.3 The CONSULTANT hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this AGREEMENT upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT to the CONSULTANT. (Statutory reference: M.G.L. c. 7 § 38H (e) (iii))
- 17.4 The CONSULTANT hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the CONSULTANT filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c. 7, §38H (e) (iv))

ARTICLE 18. DISCLOSURE RIGHTS

OWNER agrees the CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

TAX COMPLIANCE STATEMENT

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that _____, to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

NON-COLLUSION STATEMENT

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that AGREEMENT has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, entity, or group of individuals.

Date _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Accepted for the OWNER, TOWN OF MONTAGUE, by its Selectboard:

_____ Date

Accepted for the CONSULTANT,

_____.

by:

Linda Dunlavy, Executive Director

Date

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: _____
Accountant, Town of Montague

Date: _____

A TRUE COPY, ATTEST:

By: _____
Clerk, Town of Montague

Date: _____

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number _____

EXHIBIT A
SCOPE OF WORK

Attachment A

MONTAGUE COMPREHENSIVE PLAN – COMMUNITY VISIONING AND SCENARIO PLANNING CONSULTANT SCOPE OF SERVICES

TASK 1: ESTABLISH A MASTER PLANNING COMMITTEE

Franklin Council of Governments (FRCOG) will assist the Montague Planning and Conservation Department (MPCD) to conduct outreach to form a Master Planning Committee. The Town has the option of appointing members or allowing interested municipal officials and residents to volunteer to participate on the Master Plan Committee. FRCOG will meet with the Master Committee established to explain the process and to review the Scope of Work to be completed during the Visioning and Goal setting process. FRCOG will review recent planning studies completed such as the Open Space & Recreation Plan, Municipal Vulnerabilities Plan, Housing Plan, and Zoning Bylaws.

Responsibility: FRCOG, MPCD, Montague Select Board, Montague Planning Board

Timeframe: Months 2-3

Budget: \$3,000.00

Deliverables:

1. Establishment of Master Planning Committee and introductory meeting of Members organized and facilitated by FRCOG
2. Review of Planning Studies and Zoning Bylaws by FRCOG

TASK 2: PREPARE AND CONDUCT AN ON-LINE SURVEY AND DEVELOP A DRAFT VISION STATEMENT AND GOALS & OBJECTIVES

FRCOG will work with the Montague Master Planning Committee to prepare an on-line survey to assist with identifying Goals & Objectives and a Vision for Montague's Master Plan. The results of the survey will be used to identify top goals in each of the following topic areas: Housing, Transportation, Economic Development, Community Facilities & Services, Land Use & Zoning and Energy & Sustainability. The MPCD will help translate the survey into Spanish. The result of the survey can be used to prepare a Draft Vision Statement which can be presented and modified during the Community Visioning Sessions.

Responsibility: FRCOG, MPCD, Montague Master Planning Committee

Timeframe: Months 3-7

Budget: \$12,000.00

Deliverables:

1. Completion of an On-line Survey using Survey Monkey or a similar survey instrument
2. Development of Draft Goals and Objectives and a Vision Statement based on the Survey Results

3. Up to Three (3) Meetings with the Master Planning Committee to review the Draft Survey and get input, review Survey Results and prepare Draft Goals & Objectives and a Draft Vision Statement

TASK 3: CONDUCT COMMUNITY VISIONING SESSIONS

FRCOG will conduct four Community Visioning Sessions to present a Draft Vision Statement and Goals & Objectives. One session would be via Zoom and three would be an in-person session in different villages of Montague. Based on the Community Sessions create a Final Vision Statement and Goal & Objectives for the Master Plan. During the Visioning Sessions the FRCOG may conduct a Scenario Planning Exercise. To facilitate discussion, Draft goals from the on-line survey will be presented according to topic areas including Housing, Transportation, Economic Development, Community Facilities & Services, Land Use & Zoning and Energy & Sustainability.

The FRCOG will prepare a PowerPoint presentation and mapping to present background information on Montague's current conditions to ensure that they will have sufficient information for the visioning and goal setting process. The topics will include: land use and development patterns; housing (affordability, diversity of housing stock, access to jobs); transportation (traffic volumes on major roads, transit options, pedestrian/bikeway infrastructure); economic sectors and employment centers (jobs, training); socioeconomic data (unemployment, income, demographics); energy use; water and sewer infrastructure; vacant or underutilized buildings or sites including Brownfield locations; broadband access; environmental resources (water supply areas, critical habitat areas, wetlands, water bodies, floodplains); food resources (active farmland and prime farmland soils); forestry resources; and cultural and historic resources.

For the scenario planning exercise, participants will be asked to identify:

1. Appropriate locations and density for new housing units needed for the next 20 years based on population forecasts
2. Appropriate locations for additional commercial development to create new jobs and tax base
3. Locations where infrastructure requires upgrading or repair or where new infrastructure is needed to support employment and housing development
4. Locations requiring protection in order to support clean water supplies, food production, and biodiversity
5. Locations where transit or ridesharing services are needed
6. Prioritization of redevelopment areas and infrastructure improvements to support sustainable development principles

Responsibility: FRCOG in coordination with MPCD and Montague Master Planning Committee

Timeframe: Months 7-12

Budget: \$17,000.00

Deliverables:

1. Prepare PowerPoint presentation, GIS mapping and other public education materials for Community Visioning Sessions.

2. Two (2) Meetings with the Master Planning Committee to provide input on Community Visioning Session materials and to finalize Vision Statement and Goals & Objectives
3. Conduct Four (4) Community Visioning Sessions
4. Final Vision Statement and Goals & Objective for the Master Plan based on the Community Visioning Sessions

Budget Recap

TASKS		Grant Funds
TASK 1: ESTABLISH A MASTER PLANNING COMMITTEE		\$3,000.00
TASK 2: PREPARE AND CONDUCT AN ON-LINE SURVEY & DEVELOP A DRAFT VISION STATEMENT AND GOALS AND OBJECTIVES		\$12,000.00
TASK 3: CONDUCT COMMUNITY VISIONING SESSIONS		\$17,000.00
DIRECT COSTS - Survey, Travel, Printing, etc.		\$1,000.00
PROJECT TOTAL		\$33,000.00



Proactive by Design

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT



7B

MEMORANDUM

To: Walter Ramsey, Town Planner – Montague

From: Todd Greene; Ryan DaPonte, P.E. - GZA

Date: December 20, 2021

File No: 34790.00

Re: CAD and PCUP Closure Certification Report and Project Close Out
Former Burn Dump
Montague, MA

On December 16, 2021, Ryan DaPonte and Todd Greene of GZA met with Walter Ramsey of the Town of Montague and Daniel Hall and James Scheffler of the Massachusetts Department of Environmental Protection (MADEP) at the Former Burn Dump (located off Turnpike Avenue) in Montague, MA. The purposed of the meeting was to discuss the closure certification for the Corrective Action Design (CAD) and Post Closure Use Permit (PCUP) for the landfill closure and solar array installation activities.

The original CAD was approved by MassDEP on April 5, 2019, under Transmittal Number X272789 and Authorization Number SW36-0000014. MassDEP issued a revised CAD approval (SW45-0000106) on March 12, 2021. The PCUP was approved by MassDEP on April 5, 2019, under Transmittal Number X281750 and Authorization Number SW36-0000014.

A summary of the items discussed at the meeting are outlined below:

- Erosion has been observed in the Northeast portion of the solar array. Stormwater Best Management Practices (BMPs) will need to be designed and installed in this area to collect and convey stormwater to the river in a non-erosive manner. The observed erosion has impacted the river embankment. The remedial design will need to include provisions for riverbank stabilization. This area is shown in attached Photographs 1 through 6.
- Erosion has been observed south of the sandfilter outfall. A temporary mulch berm has been constructed in this area to detain water discharging from the sandfilter to prevent future river embankment erosion. Water that discharges from this berm has eroded a channel in the river embankment. Water seepage was observed along the downgradient sections of the berm and had created an opening in the middle section



of the berm. Failure of this temporary berm would likely result in significant downgradient erosion to the river embankment. The temporary mulch berm should be replaced with a permanent BMP to detain and convey stormwater to the river in a non-erosive manner. This BMP should also encourage passive oxidization prior to discharging to the river. This area is shown in the attached Photographs 7 and 8.

- Groundwater has caused upwelling on the landfill liner system in two areas upgradient of the sandfilter system. An outlet should be designed and installed to convey this groundwater through the liner and into the sand filter in a way that does not cause damage to the landfill cover system. This area is shown in attached Photograph 10.
- MADEP will review the required depth, location and construction of the required soil gas monitoring locations to be installed north of the landfill and report back to the Town and GZA.
- In areas of the solar array where vegetation has not been established, the areas should be raked and re-seeded per the work plan submitted as part of PCUP and CAD application number 20-SW45-0015-APP. This work should occur during the Spring of 2022. An example of these areas is shown in attached Photograph 9
- There is an area where stormwater runoff bypasses the sandfilter collection swales and discharges directly into the ponded area behind the sand filter. This area should be graded to convey water to the sandfilter collection swales. This area is shown in attached Photograph 7.



MADEP advised the Town of Montague that the PCUP and CAD completion could not be certified until the above listed items are adequately addressed. MADEP will require work plans to be submitted and approved for the required liner modification and stormwater BMP installation. The preferred target date for completion of the above listed activities is the fall of 2022.

Attachments: Photo Log

J:\ENV\34790.rd\Work\Site Visit Memo\34790 BD Closure memo draft .docx



Photographic Log

Client Name: Town of Montague, MA		Site Location: Former Burn Dump Montague, Massachusetts		Project No.: 03.0034790.00
Photo No.: 1	Date: 12/16/21			
Direction Photo Taken: East				
Description: Eroded side slope in Northeast portion of the array.				
Photo No.: 2	Date: 12/16/21			
Direction Photo Taken: West				
Description: Area of erosion and lack of vegetation in Northeast portion of the array				



Photographic Log


Client Name: Town of Montague, MA		Site Location: Former Burn Dump Montague, Massachusetts	Project No.: 03.0034790.00
Photo No. 3	Date: 12/16/21		
Direction Photo Taken: North			
Description: Erosion under ballast block in Northeast portion of the array			

Photo No. 4	Date: 12/16/21	
Direction Photo Taken: South		
Description: Erosion in northeast portion of the array		



Photographic Log

Client Name: Town of Montague, MA		Site Location: Former Burn Dump Montague, Massachusetts	Project No.: 03.0034790.00
Photo No. 5	Date: 12/16/21		
Direction Photo Taken: East			
Description: Eroded side slope in Northeast portion of the array.			

Photo No. 6	Date: 12/16/21	
Direction Photo Taken: East		
Description: Eroded side slope in Northeast portion of the array.		



Photographic Log

Photo No. 7	Date: 12/16/21
Direction Photo Taken: South	
Description: Area where access road runoff bypasses sand filter collection swales.	

A photograph showing a muddy, eroded runoff path on a grassy slope. The path is dark and wet, with some fallen leaves scattered along it. The surrounding area is covered in green grass and some bare trees in the background.

Photo No. 8	Date: 12/16/21	
Direction Photo Taken: South		
Description: Ponded water behind sandfilter		



Photographic Log

Photo No. 9	Date: 12/16/21	
Direction Photo Taken: West		
Description: Area where vegetation has failed to establish.		

Photo No. 10	Date: 11/02/21	
Direction Photo Taken: North		
Description: Riprap swale upwelling		

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Tuesday, January 4, 2022 3:56 PM
To: WendyB-Montague Selectboard
Cc: Walter Ramsey - Montague Planner
Subject: 1/10 Selectboard

Hi

Under TA Business please include:

- Execute Colle Building Lease (3 Year Term)
- Execute agreement with Sullivan & Sullivan Auctions
- MassDOT notice regarding future 5th Street bridge replacement

I'm hoping to speak with state officials before the week is out. If I can't I may delay on the DOT notice until after we have that opportunity.

Steve

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

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

**AMENDED AND RE-STATEMENT AND LEASE
COLLE BUILDING
85 AVENUE A
TURNERS FALLS**

AMENDED AND RE-STATEMENT AND LEASE made this 4th of January, 2022 by and between the Town of Montague, Massachusetts, a municipal corporation, having its address at Montague Town Office Building, One Avenue A, Turners Falls, Mass. 01376, acting through its Selectboard, hereinafter called LESSOR, and Center for Responsive Schools, Inc., having an address at 85 Avenue A, P.O. Box 718, Turners Falls, Massachusetts, hereinafter called LESSEE.

WHEREAS, the LESSOR declares that it owns land, a building and improvements at 85 Avenue A in Turners Falls, Massachusetts, known as the Colle Building, and

WHEREAS, the LESSEE is desirous of leasing said property.

NOW, THEREFORE, the parties agree as follows:

1. LEASE

The LESSOR hereby demises and leases unto the LESSEE and the LESSEE leases from the LESSOR, the Leased Premises, hereafter defined.

2. DESCRIPTION AND USE OF LEASED PREMISES

The Leased Premises shall consist of the entirety of the building known as the Colle Building located at 85 Avenue A, Turners Falls, Massachusetts (the "Leased Premises"), with the Town of Montague retaining its right to access and use for its own purposes the existing so-called Building Maintenance Office in the building basement. In addition, the Leased Premises shall include the nonexclusive right of the LESSEE, its employees, agents and customers, in common with other tenants of the building, to park in the 40 spaces in the Colle Parking Lot during the hours of 7:00 A.M. to 9:00 P.M. on business days.

The Leased Premises shall be used only for the purposes of operating an office for the LESSEE and related activities.

3. TERM OF LEASE AND RENT

The term of the lease shall be for one three (3) year period commencing on June 1, 2022 and ending on May 31, 2025.

The LESSEE shall pay to the LESSOR rent at the following rate:

Year 1: A total monthly rent of \$8,946 per month for base rent.

Year 2: A total monthly rent of \$9,214 per month for base rent.

Year 3: A total monthly rent of \$9,490 per month for base rent.

The first full payment of \$8,946 will be due on June 1, 2022. If said payment is not received by the LESSOR within fifteen (15) days of the date due, a five (5) percent late charge will be due along with the payment. The LESSEE has paid to the LESSOR the amount of \$5,566.19 which shall be held as a security deposit for the LESSEE'S performance as herein provided, and to be credited to the LESSEE at the end of the lease, subject to the LESSEE'S satisfactory compliance with the conditions herein.

4. UTILITIES AND SERVICES; SECURITY SYSTEM

The LESSOR shall provide and maintain the heat, air conditioning, and electrical systems for the Leased Premises. LESSEE shall be responsible for paying for any fuel, electrical, water, sewer, and other utility costs for the Leased Premises, and the cost of cable, telephone and data access, trash disposal and janitorial care for all areas of the building. Taxes, common area maintenance (including elevator maintenance), exterior maintenance (including roof) and the removal of snow from abutting sidewalks and public parking areas shall be the responsibility of and shall be paid for by the LESSOR.

The LESSOR agrees to maintain a security system on all outside entrances.

5. LESSEE'S OBLIGATION TO MAINTAIN AND REPAIR

Except as otherwise provided herein, the LESSEE agrees to maintain the Leased Premises in the same condition as they are at the commencement of this lease, reasonable wear and tear, damage by fire and other casualty only excepted; and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Leased Premises are now in good order and the glass whole. The LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Improvements made by the LESSEE will be made in compliance with all local building and related codes, and be subject to all normal municipal and other permitting requirements. LESSEE will be responsible for all damage to the Leased Premises. LESSEE shall obtain written consent of LESSOR before installing any signs in the Leased Premises.

6. LESSOR'S OBLIGATION TO MAINTAIN AND REPAIR

Except as expressly provided herein to the contrary, the LESSOR agrees at its sole expense, during the term hereof, to keep those parts of the Leased Premises that are the LESSOR'S responsibility in good and safe order, condition and repair, excepting only reasonable wear and tear.

LESSOR also agrees to make all repairs and replacements to maintain in safe condition, the halls, stairwells, lavatories and all other common areas of the building. LESSOR also agrees to

keep, operate, use and maintain every part of the common areas in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant. The LESSOR shall have no obligation to make repairs to the structure in case of fire or other casualty.

The areas of LESSOR'S responsibility for repair and maintenance shall include the following: the roof, building exterior excluding common walls, framing and floor slabs, all fixtures and equipment located in the common areas, all common areas (including elevator and common bathrooms), stairways, entrances, exterior walkways, grounds, and public parking areas serving the building, all wires, cable, pipes, lighting fixtures, plumbing and utility lines serving the Leased Premises (with the exception of wires, cable, pipes, lighting fixtures, plumbing and utility lines installed by the LESSEE for the LESSEE'S sole use), as well as the boilers, and the heating and ventilating systems, and the fire protection systems serving the Leased Premises.

7. ALTERATIONS

The LESSEE shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, and such non-structural alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction, and consistent with any preservation easements that are currently in place for the building. LESSEE shall not permit any mechanic's liens or similar liens to remain upon the Leased Premises for labor and materials furnished or claimed to have been furnished to the LESSEE in connection with any work performed or claimed to have been performed for the LESSEE, and shall cause any such lien to be released of record forthwith without cost to the LESSOR.

Any alterations or improvements made by the LESSEE shall become the property of the LESSOR after expiration of the term or any renewal, if exercised.

The LESSEE shall procure all the necessary permits before undertaking any work of the Leased Premises, and shall cause all such work to be performed in a good, workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality. The LESSEE shall defend, hold harmless, exonerate and indemnify the LESSOR from all injury and loss of damage to any person or property occasioned by such work. The LESSEE agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Leased Premises in reasonable amounts and agrees to submit certificates evidencing such coverage to the other party prior to the commencement of and during the continuation of such work.

8. ASSIGNMENT/SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the Leased Premises without first obtaining the written consent of the LESSOR. The LESSOR covenants and agrees that it will not unreasonably withhold such written consent for such assignment or subletting. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

9. DAMAGE BY FIRE, CASUALTY OR BY TAKING FOR PUBLIC USE

9.1 If the entire Leased Premises shall be damaged and rendered untenable by reason of damage from fire or other casualty, or by taking by eminent domain, or if a portion thereof is rendered untenable so that the undamaged portion is unsuitable for the continued conduct of the LESSEE'S business, then this Lease may be terminated by either the LESSOR or the LESSEE, as of the date of such damage or taking, by written notice to the other party within thirty (30) days of the date of such damage or taking.

If the Lease is not so terminated, a just proportion of the rent due hereunder shall be abated according to the nature and extent of the damage from the date of such damage.

9.2 If a portion of the Premises is so damaged or taken, but the remaining portion remains suitable for the continued conduct of the LESSEE'S business, in the sole opinion of the LESSEE, then LESSEE may elect not to terminate this lease, provided that the damaged portion is repaired to a proper condition within ninety (90) days, but a just proportion of the rent due hereunder shall be abated according to the nature and extent of the damage.

9.3 The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking for eminent domain, except for damage to the LESSEE'S fixtures, property, or equipment.

9.4 The LESSOR and the LESSEE agree not to bring any action against each other for any loss, cost or damage caused by or resulting from fire, flood, earthquake, or other casualty, of whatsoever origin, to the building constituting the Leased Premises or of which the Leased Premises are a part, as the case may be, unless caused by deliberate act or gross negligence of the other.

10. UNLAWFUL, IMPROPER, OR OFFENSIVE USE

10.1 The LESSEE shall not make nor allow to be made unlawful, improper or offensive use of the Leased Premises, or use or permit any use that constitutes a nuisance or violates any law or municipal by-law in force in the town in which the Leased Premises are situated. LESSOR may during the term of this lease require the LESSEE implement measures to mitigate the effects of excessive noise, odors or other environmental impacts associated with the specific use of the Leased Premises.

10.2 If LESSEE desires to contest the validity of any statute, rule, order, by-law, requirement or regulation LESSEE may, at LESSEE's own cost and expense, carry on such contest and such noncompliance by LESSEE during such contest shall not be deemed a breach of the covenants contained in this numbered Article, provided that LESSEE shall indemnify LESSOR against all liability for costs, expenses, claims, losses, damages, fines and penalties, including reasonable counsel fees, resulting from or reasonably incurred by LESSOR in connection with such contest and noncompliance.

10.3 In the event of the existence or enactment of any law or the making of any by-law, rule, ruling or regulation which materially impedes or limits the use of said Leased Premises for any of the specific purposes permitted under this lease, at the election of the LESSEE, to be exercised by notice thereof in writing, this lease shall thereupon terminate and all liability hereunder shall cease from and after the date such impediment or limitation becomes effective, and all prepaid rent and additional rent, if any, shall be prorated on a daily basis and the excess, if any, paid by LESSOR to LESSEE.

11. INSURANCE

The LESSOR shall insure, at its sole expense, the building on the Leased Premises under a standard "all risk" multi-peril policy (excluding flood and earthquake) at fair market value. The LESSEE agrees to maintain a commercial general liability insurance policy and public liability insurance policy with a combined single limit of not less than \$1,000,000 on the Leased Premises, with responsible companies qualified to do business in Massachusetts and in good standing therein, and insuring the LESSOR as well as the LESSEE against injury to persons or damage to property. LESSOR shall be a named insured on the insurance policy. The LESSEE shall deposit with the LESSOR certificates for such insurance at the commencement of this lease term and thereafter, within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least twenty (20) day prior written notice to each named insured therein. All such policies shall be written with such companies qualified to do business in Massachusetts.

12. INDEMNIFICATION AND LIABILITY

12.1 The LESSEE shall, during the term thereof, assume and maintain exclusive control (but not exclusive possession) of the Leased Premises and, to the maximum extent this lease may be made effective according to the law, the LESSEE agrees to defend, indemnify and save harmless the LESSOR from and against all claims, expenses or liability of whatever nature arising from any acts, omissions or negligence of the LESSEE, the LESSEE's contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under the LESSEE, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring during the term of this lease, including sidewalks and entrance ways, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, licensees, agents, servants, employees, customers, invitees, guests, or visitors, or anyone claiming by, through or under the LESSEE.

12.2 LESSOR agrees, to the extent permitted by law, to defend, indemnify and save harmless the LESSEE from and against all claims, expenses, or liability of whatever nature arising from any acts, omissions or negligence of the LESSOR, the LESSOR's contractors, invitees, guests or visitors, or anyone claiming by, through or under the LESSOR, or arising, directly or indirectly, from any accident, injury, or damage whatsoever, however caused, to any person, or to the property of any person, during the term of this Lease, including sidewalks and entrance ways, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of the LESSOR or LESSOR's contractors, licensees, agents, servants, employees, customers, invitees, guests, or visitors, or anyone claiming by, through or under the LESSOR.

13. COVENANTS AND AGREEMENTS

All of the covenants, agreements and conditions of this lease shall accrue to the benefit of and be binding upon the respective parties hereto, their permitted successors and assigns as if they were in every case named and expressed. This lease shall be deemed a Massachusetts contract and governed by the laws of the Commonwealth of Massachusetts.

14. QUIET ENJOYMENT

The LESSOR agrees that if the LESSEE shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid or performed, the LESSEE shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the LESSOR or by any other person or persons.

15. COMPLIANCE WITH ZONING AND OTHER LAWS

The LESSOR has made such investigation as it considers sufficient to enable it to represent that the Leased Premises are capable, under zoning and other applicable laws and regulations, of being used for such purposes as the LESSEE desires consistent with the provisions of this lease.

It is agreed that inability by the LESSEE to use the Premises for its desired purposes at any time during the term of this Lease, where such inability is not caused by the LESSEE, may give rise to a right of the LESSEE to terminate this lease.

16. LESSOR'S ACCESS

The LESSOR or its agents may, at reasonable times and upon reasonable notice, (i) enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and to make repairs and alterations as LESSOR should elect to do, and (ii) show the Leased Premises to others, and (iii) within three (3) months before the expiration of the term, may affix to any suitable part of the Leased Premises, a notice for selling or letting the Leased Premises or property, without hindrance or molestation.

17. LESSOR'S COOPERATION

If any provision of law, act, rule, code, regulation, ordinance or other provision of any state, municipal or other governmental department, board, bureau or agency having jurisdiction over the Leased Premises or any of the appurtenances thereunto belonging shall require the owner of the Leased Premises to join in, consent to or institute any action, proceeding or application with respect to the exercise by the LESSEE of any right, not in violation of the terms of the lease, for the enjoyment and use of the Leased Premises or any buildings or improvements now or hereafter thereon, or the appurtenances thereunto belonging, LESSOR agrees, to the extent that same is reasonable, free of expense to LESSOR to give LESSOR'S consent thereto and LESSEE may, in its name, in LESSOR'S name or in both names, institute such actions or proceedings and make such applications as shall be requisite for LESSEE'S enjoyment and use of the Leased Premises, and the appurtenances thereunto belonging. In the event that LESSOR shall fail or neglect to comply with any of its obligations as set forth in this numbered Article, LESSEE may, in addition to any other remedies, as agent or attorney in fact of LESSOR do all such things as LESSOR is obligated hereunder to do and to execute, acknowledge and deliver all instruments required for LESSEE to exercise its rights pursuant to this lease for the lawful enjoyment and use of the Leased Premises; and in any such case LESSOR hereby irrevocably nominates, constitutes and appoints LESSEE as LESSOR's proper and legal attorney in fact for such action, proceedings or application: and LESSEE will indemnify and hold LESSOR harmless from all such costs and expenses. All actions and proceedings shall be conducted, all applications shall be made, and all instructions and documents required shall be prepared, by LESSEE'S attorney at LESSEE'S expense.

18. DEFAULT AND BANKRUPTCY

In the event that:

- (A) The LESSEE shall default in the payment of any installment of rent or other sum herein specified, and such default shall continue for ten (10) days after written notice thereof; or
- (B) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (C) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this lease ended, and to remove the LESSEE'S effects, without prejudice to any remedies which might otherwise be used for arrears or rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. The LESSOR, after reasonable notice to the LESSEE and without being under any obligation to do so and without waiving such default, may remedy such

default and at the expense of the LESSEE and/or terminate this lease upon ten (10) days written notice.

19. REIMBURSEMENT FOR COSTS

If the LESSOR or LESSEE makes any expenditures or incurs any obligations for the payment of money in connection therewith on account of the breach of this lease by the other, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceedings, such sums paid or obligations incurred, with interest at the rate of eight (8) per cent per annum and costs, shall be paid to the breaching party.

20. WAIVER

Failure on the part of either party to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be deemed to be a waiver by such party of any of its rights hereunder. Further, it is agreed that no waiver at any time of any of the provisions hereof by either party shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval to or of any action by either party requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar acts by such party. No payment of the LESSEE or acceptance by the LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated otherwise than as a payment on account. The acceptance by the LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount is payment in full, shall be given no effect, and the LESSOR may accept such check without prejudice to any other rights or remedies which the LESSOR may have against the LESSEE. In no event shall the LESSEE ever be entitled to receive interest upon, or payments on account of earnings or profits derived from any payments hereunder by the LESSEE to the LESSOR.

21. SUBORDINATION; NONDISTURBANCE

LESSOR represents that the Leased Premises are not subject to any lien or encumbrance. The parties agree that in event that the LESSOR chooses, in its discretion, to mortgage the Leased Premises, that the LESSEE will subordinate this Lease to such mortgage and other instruments in the name of a mortgage, now or at any time hereafter, placed upon the property of which the Leased Premises are a part, and the LESSEE shall, upon request, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages or other instruments in the nature of a mortgage, provided the mortgagee executes a Nondisturbance Agreement in which the mortgagee agrees it will not disturb LESSEE'S rights under this Lease as long as LESSEE is not in default hereunder.

22. NOTICE

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased Premises addressed to the LESSEE, or, if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the

LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if mailed to the LESSOR at such address as the LESSOR may, from time to time, advise in writing. All rent and notices shall be paid and sent to the LESSOR as follows: Town of Montague, 1 Avenue A, Turners Falls, Mass. 01376.

23. SURRENDER

The LESSEE shall, at the expiration or other termination of this Lease, remove all LESSEE'S goods and effects from the Leased Premises (including but not limited to, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the term of this lease, or as they were put during the term thereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the Leased Premises, LESSOR is hereby authorized, without liability to LESSEE for any loss or damage thereto, at the sole risk of the LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

24. MISCELLANEOUS/OTHER PROVISIONS

24.1 Invalidity of Particular Provisions: If any term or provisions of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease should be valid and be enforced to the fullest extent permitted by law, so long as the agreement of the parties is not materially affected thereby.

24.2 Recording: The LESSEE agrees not to record this Lease, but each party hereto agrees on request of the other to execute a notice of lease complying with applicable Massachusetts Law. In no event shall such document set forth the rental or other charges payable by the LESSEE under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease. In the event of termination of this Lease the LESSEE agrees to execute a recordable instrument setting forth such fact and hereby irrevocably designates and appoints the LESSOR as its attorney-in-fact to execute in the name of the LESSEE and record such instrument if the LESSEE fails to do so.

24.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which when executed by the parties hereto and delivered shall be an original, but all of which together shall constitute a single instrument. In making proof of this Agreement, it shall not be necessary to provide or account for more than one such counterpart.

24.4 Economic Development Administration Condition: The LESSOR and LESSEE hereby acknowledge that the Leased Premises are subject to the terms and conditions of the Economic Development Administration (EDA) Special Award Condition (Award No, 01-01-07424), wherein the use of the Leased Premises is restricted to Commercial use. The LESSOR agrees that this agreement of Lease is consistent with the authorized general and special purposes of the award, and that this agreement is consistent with EDA's policies concerning, but not limited to, non-relocation (as defined in EDA's regulations found at 13 CFR 316.3), no-discrimination and adequate consideration, in that the LESSEE is providing market value compensation to the LESSOR for this Lease. Moreover, the use of the Leased Premises must be used for no other purpose other than the general and specific purpose of the award. Finally, the agreement of lease shall be subordinate, junior and inferior to the priority of the lien of the award provided to EDA.

24.5 EDA Restriction: The LESSEE acknowledges that the Leased Premises were improved, in part, with funding from the United State Department of Commerce, Economic Development Administration, Project No. 01-01-07424, and agrees to use the Leased Premises in a manner consistent with the authorized general and special purpose of the EDA Financial Assistance Award for the entire term of the Lease. This covenant shall remain in effect for a period of Fifteen (15) years from the date of completion of construction of the project, which is estimated useful life of the project as determined by EDA.

24.6 Nondiscrimination: The LESSEE agrees to provide services without discrimination to all persons without regard to their age, race, color, religion, sex, handicap, or national origin.

24.7 Title: 13 CFR 314 prohibits the sale, transfer, mortgage, encumbrance, or alienation of the EDA project in any manner without the approval of EDA. Title must be retained by the Grant Recipient at all times during the useful life of the project. This provision shall remain in effect for a period of Fifteen (15) years from the date of completion of construction of the project which is the estimated useful life of the project as determined by EDA.

IN WITNESS WHEREOF the said Parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

TOWN OF MONTAGUE
By Its Selectboard
(LESSOR)

Richard Kuklewicz, Chair

Christopher Boutwell

Matthew Lord

WITNESS:

CENTER FOR RESPONSIVE SCHOOLS, INC.
(LESSEE)

Betty Tower Hughes

By:

Lera M. Hodges
Name:

Title: CEO, Center for Responsive
Schools

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Wednesday, January 5, 2022 12:28 PM
To: WendyB-Montague Selectboard
Cc: Rich Kuklewicz
Subject: Federal Street Property Auction Agreement
Attachments: Property and authorization.docx; AUCTION PROPOSAL - Montague.pdf

Hi Wendy

Attached find a proposed agreement between the Town and Sullivan & Sullivan Auctioneers, LLC, to conduct an auction of a 2.19 acre parcel (ID: 48-0-0148 Book / Page: 6896-109) on Federal Street in Montague. This parcel was acquired through tax title and the Selectboard was authorized to dispose of it by Town Meeting some time ago, following which it was considered as a possible site for other purposes, which apparently were not a good fit. At this time it seems advantageous to auction the property, which we had perc tested in November (it passed) to enhance its value.

Attorney Berenson, who works with the Town on tax title cases (that's how we acquired this parcel) has reviewed the very simple agreement and considers it technically appropriate and reasonable from the standpoint of standard industry fees. The Building Inspector has confirmed that this is a buildable lot, as below. He works with numerous auction firms and considers this to be a strong choice from the standpoint of project management and execution. He will assist us with the sale and close, which we'll pay out of our general counsel budget line. Note that I re-organized the very glitzy auction proposal to place the agreement itself at the front.

From Bill Ketchen...

"The lot is in the Rural Business (RB) zoning district. To be a buildable lot in that district, it needs at least an acre of land and 200 ft of frontage. This lot has 2.91 acres and 228 ft of frontage, so it is buildable based on size. There are a few different uses in that district by right and a few uses that would be allowed by special permit from the ZBA."

Steve

As Voted: May 5, 2018 Annual Town Meeting

Property adjacent to 517 Federal St, Montague Center

ID: 48-0-0148 Book / Page: 6896-109

AMENDED ARTICLE 35. MOVED: That the Town vote in accordance with MGL c. 40, § 15A to transfer from the officer, board or commission having the care, custody, and control of a parcel of land containing 2.91 acres of land, more or less, located on Federal Street and identified on the Town Assessor's Maps as Map 48, Lot 0148, further described in a deed recorded with the Franklin Registry of Deeds in Book 3733, Page 177, and being "Lot 2" on a plan recorded with said Registry in Plan Book 105, Page 57 to the Board of Selectmen for the purpose of conveyance, and further to authorize the Board of Selectmen to convey all or a portion of said parcel on such terms and conditions as determined by the Board of Selectmen to be in the best interest of the Town. **PASSED/UNANIMOUS VOTE AS AMENDED**



Town of Montague, Massachusetts

Property Record Card

Card 1 of 1

ID: 48-0-0148 Book / Page: 6896-109



Owner: INHABITANTS OF MONTAGUE
Co-Owner: POSSESSION
Mailing Address: 1 AVENUE A
TURNERS FALLS MA 01376

Assessment: Total: 74900
Building: 0, Land: 74900, Yard: 0

Sales History

Grantee:
MARTINBEAULT TERI M
MOUGIN BRUCE A.

Legal Reference
6896-109
3733-177

Sale Date
8/8/2016
2/22/2001

Sale Price
0
35000



MainStreetGIS, LLC
www.mainstreetgis.com

Land Information
Land Area: 2.91 AC / 126781 SQ FT Zoning: RESIDENTIAL
Land Use: 030 -
Neighborhood: XG - TRAF GD

Building Information
Units: 0
Year Built: 0
Style:
Rooms: 0
Bedrooms: 0
Baths: 0
Half Baths: 0

Stories:
Heat Fuel:
Heat Type:
Roof Structure:
Roof Covering:
Kitchens: 0
Fireplaces: 0

Extra Feat. / Yard Items
Type

Area

Assessment

Sub Areas
Type

Area

Assessment



December 16, 2021

Mr. Steven Ellis
Town Administrator
Town of Montague
One Avenue A
Turner Falls, MA 01376

RE: Tax Possession Auction Proposal – Town of Montague, MA

Dear Steve:

It was a pleasure to speak with you recently to discuss conducting a Tax Possession Auction on behalf of the Town of Montague.

Sullivan & Sullivan Auctioneers, LLC is a full-service Auctioneering firm, specializing in municipal auctions for cities and towns throughout the state. You will see from the enclosed information we have been conducting successful municipal auctions throughout the state since 2013, generating much needed income to municipalities and cleaning up their lists of Tax Title Properties!

Based on our discussion, and since we are selling just one property, we could conduct this sale relatively quickly (late winter/early spring). We can discuss this further, should you choose to engage our services.

Our proposal is attached for your review. If you are in agreement with the enclosed, please sign the last page and send it back for our files. If you have any questions, please feel free to email or call to discuss. Once we settle on an auction date & have been able to see the land to sell, we can immediately start the marketing process.

We hope to have the opportunity with you and the Town of Montague to sell your tax title property and create revenue for the Town of Montague!

Sincerely,

A handwritten signature in cursive script, appearing to read "M. F. Sullivan".

Marianne F. Sullivan President

/Enclosures



SECTION 2:

MARKETING PLAN & MUNICIPAL AUCTION PROPOSAL

Town of Montague, MA

AUCTION MANAGEMENT SPECIFICS:

Sullivan & Sullivan is a comprehensive service provider focused on putting our client's needs first. We work closely with each client and walk alongside them throughout the entire auction process from pre-auction planning to successful close. If selected by the Town of Montague, Sullivan & Sullivan will handle all aspects of the Auction as follows:

Pre-Auction Planning:

From Marketing Strategy development and execution to event logistics, site safety and compliance, careful planning is key. Sullivan & Sullivan adheres to a proven, efficient process which covers all the bases and ensures success from the start.

Establishment of Terms of Sale:

We recommend a \$5,000 deposit in the form of a bank treasurer's check in order to register on auction day. The balance of the purchase price would be due from the buyer in 30 or 45 days (your choice). These terms are suggested based upon our past experience and can be discussed prior to setting the terms of sale with you and your tax title attorney.

Auction Day Management:

When the big day arrives, our professional, experienced Team will be there to ensure that everything comes off without a hitch from start to finish.

Registration Management:

We will provide complete electronic registration services on-site the day of the auction. Our experienced, professional and courteous team will greet and check-in all bidders, inspect their deposits, and hand out any necessary documents including bidder cards and information packages. A printed report of all registered bidders will be provided to the municipality and their attorney on-site, just prior to starting the auction.

Conduct of Auction:

When the bidding starts, our auctioneers get a chance to shine. Building off years of experience they will work the crowd to generate excitement, create a competitive environment, encourage robust bidding activity and secure the highest bid possible. (All bids and bidder ID's are carefully tracked by the auctioneer's support team throughout the bidding.) With the high bid hanging in the air, the auctioneer will seek a nod of approval and confirmation from Town officials, and declare the property SOLD to the highest bidder!

Post-Auction Close-Out**Winning Bidder Paperwork and Post-Auction Report:**

After the auction, our team will work with the Town and their attorney to assist in completing the purchase & sale agreement (as well as any other paperwork) with the winning highbidder.

Shortly after the auction on-site, Sullivan & Sullivan will provide a complete auction report including all registered bidders, related contact information, the highest bids and a tally of the day's auction in a neat, professional format.

Buyer's Premium

Based on our discussion about your property, we would set the buyer's premium at 8% of the purchase price. Please note that the buyer's premium will cover Sullivan & Sullivan's agreed upon total compensation. The buyer's premium would be added to the purchase & sale agreement to arrive at the final purchase price and would be paid by the buyer at the closing.

The buyer's premium could be paid in one of the following ways:

1. The Town could instruct the buyer to bring a separate BANK CHECK to the closing made payable to Sullivan & Sullivan Auctioneers.
2. We could bill the Town for the buyer's premium; and once the property closes, the Town would then pay the invoice from the total proceeds of the sale.

Our proposal also serves as our contract! There are no additional hidden fees of any kind.

If you are in agreement with this proposal, please sign below & return a copy of this to our files. If you would like to discuss any aspect of this proposal, please feel free to give us a call. We look forward to working with you & the Town of Montague!

As agreed,



Marianne F. Sullivan
President
Sullivan & Sullivan Auctioneers, LLC

Steven Ellis
Town Administrator
Town of Montague

Driving Qualified Bidders to Your Auction Using Our Proven Marketing Strategies.

Effective marketing is key to a successful auction. Sullivan & Sullivan employs a full suite of modern marketing and advertising tools proven to drive interest, traffic and attendance to our clients' auctions.

1



Website Promotion

Our fully responsive search engine & optimized website is a popular resource for auction investors (earning over 300,000 page views annually). Our client's auctions are showcased on the very first page of our website.

The Town of Montague's auction will receive prominent promotion on Sullivan & Sullivan's website (a widely-used resource among auction investors, receiving over 300,000 page views annually). Your placements will include a feature on the site's home page, a dedicated listing in our popular Online Auction Calendar and an exclusive Auction Detail Page containing all the vital information related to your auction. Visitors to your Auction Detail Page can click a "Keep me informed" button to be automatically notified by text/email of any changes/updates to your auction and instantly download the Auction Information Packet.

Your auction will also be listed on relevant external websites including Zillow and Trulia, local MLS, and auction-related sites.

2



Newspaper Advertising & Public Relations

Print advertising and PR remain valuable components in the modern marketing stack. Sullivan & Sullivan utilizes print advertising campaigns to drive awareness of our client's auctions and leverages our strong media relationships to win coveted press coverage of the event.

In addition to any mandated legal posting (handled by the attorney), Sullivan & Sullivan will also develop, implement and execute a creative newspaper advertising campaign to widely promote the auction. This will include advertisement copywriting and graphic design along with paid placement in targeted newspapers at no cost to the town. (All Marketing and Advertising costs are covered by the Buyer's Premium.)

Suggested Publications may include:

- Montague Reporter
- The (Greenfield) Recorder
- Athol Daily News
- Boston Herald

We can discuss further with the Town and check local publications for additional advertising.

Marketing Capabilities (Cont'd)

3



High Quality Flyers/Mailers

Print collateral is a tried & true tool for reaching a large audience. Sullivan & Sullivan designs, prints, and distributes high quality, color flyers/posters/mailers to broadly promote auctions on behalf of our clients.

Full color Auction Flyers will be provided to the Town for distribution to all inquiring about the Auction. Our "signature" canvassing of local establishments who agree to display these posters/flyers will provide added local exposure and increase awareness within the community.

4



Robust eMail Marketing

Email marketing is a highly effective way to connect with interested prospects. Sullivan & Sullivan maintains a list of thousands of highly engaged, opt-in subscribers who want to stay informed of upcoming auctions. (Including yours!)

Your Auction will be promoted through multiple email campaigns to our opt-in email subscriber base comprised of thousands of highly engaged auction participants. We begin with a "save the date" announcement and follow up with reminder campaigns and property spotlights to keep the interest focused on your auction!

5

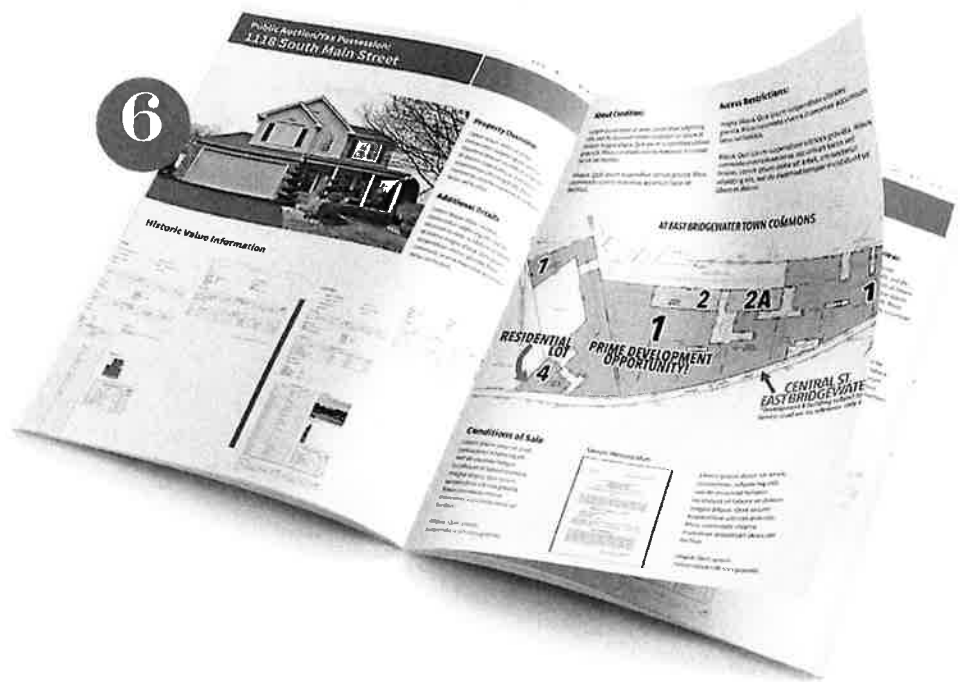


Social Media Marketing

It is obvious by now that social media is about more than connecting with friends and family, it's also about business. Sullivan & Sullivan promotes our client's auctions (with organic and paid posts) in all major social media channels, including Facebook, Instagram and Linked-In.

Auction Info Packages: Enabling Qualified Buyers to Bid Confidently.

We know that real estate investors want to know as much as possible about a property before they decide if they'll even bid. Our well-researched, downloadable Auction Information Package gives them the information they are looking for in one convenient document.



Sullivan & Sullivan will research and gather all relevant information related to the property to be auctioned. Our team will prepare and produce a comprehensive Auction Information Package (print and digital download version) which will provide prospective bidders with the information they need, in order to make an educated buying decision and to bid confidently.

The Auction Information Package will contain a detailed description of the properties, photographs, the property's field card(s) and current assessment information along with any additional information that can be gathered from the Town and/or public records. If there is additional information available from the Town not easily found in the public records, we would be happy to include that as well.

We would also ask the Town to provide a letter indicating if the parcel meets the minimum requirements to be developable/buildable. This will be a great attraction for builders in the area!

The Package also includes important instructions for bidders, auction terms, buyer requirements, COVID Safety information, auction event details and other helpful information to help ensure a smooth transaction.

Contacts and Inquiries:

Any materials prepared and made available to prospective bidders will be provided to them once they have provided us with their contact information. We will direct interested parties to a link where they will enter their contact information. Once entered, they will be brought to a page where they can download the information. This allows us to capture their information into our back-end database. We would provide the client with this list during the marketing period leading up to the auction date.

Information Typically Included in Our Auction Information Packages Includes:

- | | | |
|-----------------------|--------------------------|----------------------|
| • Notice of Auction | • Property Details | • Disclaimers |
| • Terms & Conditions | • Assessor's Map(s) | • Safety Protocols |
| • Auction Location | • Field Cards | • On-site Guidelines |
| • Requirements to Bid | • Municipal Contact Info | |



SECTION 3:

SUPPORTING DOCUMENTS



Municipal Clients & Properties Sold

Municipality & Date(s)	# Sold	Municipality & Date(s)	# Sold	Municipality & Date(s)	# Sold
Adams, MA	24	Goshen, MA	3	Randolph, MA	1
25-May-2017		18-Jun-2021		22-Jan-2021	
2-Dec-2015		Great Barrington, MA	10	Orange, MA	1
1-Dec-2014		30-Jan-2015		17-Jun-2021	
Agawam, MA	39	Greenfield, MA	64	Rockland, MA	2
17-Nov-2020		12-Oct-2020		8-Dec-2020	
3-Mar-2017		29-Apr-2019		27-Apr-21	
1-Sep-2015		22-Sep-2017		Russell, MA	4
Avon, MA	1	16-May-2016		9-May-2019	
20-Aug-2019		Apr. 24 & Nov. 11-2015		29-Mar-2014	
Barre, MA	5	Apr. 25 & Nov. 7-2014		Southwick, MA	5
13-Apr-2016		Hanson, MA	17	12-Oct-2017	
28-Oct-2015		12-Jun-2019		24-May-2017	
Beckett, MA	23	26-Oct-2018		Springfield, MA	139
26-Oct-2019		Hatfield, MA	2	2-Jun-2021	
Blandford, MA	16	30-Oct-2018		7-Nov-2019	
1-Dec-2014		Heath, MA	2	7-May-2019	
Boxford, MA	1	8-Nov-2017		Mar. 27 & Oct. 23-2018	
25-Jul-2018		Holyoke, MA	38	Mar. 21 & Sept. 27-2017	
Bridgewater, MA	5	24-May-2017		25-Oct-2016	
25-Feb-2020		27-Jun-2016		Stockbridge, MA	1
11-Dec-2018		Hudson, MA	7	7-Aug-2020	
Brimfield, MA	18	20-Nov-2019		Taunton, MA	36
14-Jun-2017		20-Mar-2018		29 & 30-Sept-2020	
Brockton, MA	9	9-Nov-2017		29-May-2019	
25-Feb-2019		Huntington, MA	3	18-May-2017	
12-Dec-2018		20-Jun-2016		22-Jun-2016	
Charlemont, MA	9	Lunenburg, MA	5	Tolland, MA	16
28-Sep-2018		29-Aug-2017		26-Aug-2017	
Chester, MA	4	Marblehead, MA	3	Walpole, MA	2
25-May-2017		29-Jun-2020		8-Jul-2020	
Chesterfield, MA	4	24-Oct-2019		Westfield, MA	8
14-Nov-2020		26-Sep-2018		13-Aug-2020	
Conway, MA	4	Middlefield, MA	3	24-Jul-2019	
18-Dec-2013		24-Oct-2018		24-Jul-2018	
26-Nov-2013		New Marlborough, MA	4	Wilbraham, MA	4
East Bridgewater, MA	7	27-Sep-2014		17-Nov-2020	
2-Sep-2020		29-Mar-2014		Winchendon, MA	16
31-Jan-2018		New Salem, MA	1	13-Nov-2020	
East Longmeadow, MA	1	17-Jun-2021		23-Oct-2019	
30-May-2017		Northbridge, MA	4	29-Oct-2018	
Gardner, MA	9	17-May-2017			
20-Aug-2015		14-Mar-2014			

Total Sold - As of May 25, 2021: 580

Municipalities Worked With: 45



Print Advertising Samples

SULLIVAN & SULLIVAN MA Lic. #107
AUCTIONEERS • LLC

**TOWN OF BECKET
PUBLIC AUCTION**

Saturday, October 26 at 12PM
Town Hall – 557 Main St

36 PROPERTIES ON THE AUCTION BLOCK: **

FEATURED PROPERTIES (\$5,000 DEPOSIT):

- 121 Shawnee Shore Rd (204-102) – 30,927± sf
- 388 Black Arrow Way (216-375 D) – 26,136± sf
- 458 Brookline Rd (410-21) – 1.7± Acres
- Fred Snow Rd (407-96 W) – 5.27± Acres
- 40 Fireside Ln (217-124 D) – 21,780± sf
- Ronald Dr (211-38 C) – 16,117± sf
- Bennett Rd (408-90) – 25± Acres
- Tyne Rd (203-50.1) – 14,374± sf
- Partridge Ln (413-38.3) – 3.31± Acres
- Partridge Ln (413-127) – 2.27± Acres
- Moberg Rd (218-69) – 2.1± Acres
- Long Bow Ln East (213-41 G) – 1.5± Acres
- Beaver Brook Rd (204-46) – 1± Acre
- King Richard Dr (217-214 D) – 20,037± sf
- Trail Cr (213-98 G) – 30,056± sf
- 53 Forest Ln (215-29 D) – 12,196± sf

ADDITIONAL LOTS (\$2,500 DEPOSIT):

- Squires Rd West (214-82 G) – 24,829± sf
- 4 Walter Ln (219-16 D) – 23,086± sf
- Arrowhead Ln (215-4 D) – 13± Acres
- 21 Porcupine Cts (216-728 D) – 11,325± sf
- 102 Wells Rd (217-147) – 10,018± sf
- Frost Ct (216-155 D) – 1.1± Acres
- Mountain Dale Cr (219-128 D) – 1.1± Acres
- Pine Dale Cr (219-136 D) – 1.12± Acres
- Hilltop Ct (219-169 D) – 1.1± Acres
- Nottingham Cr (216-802 D) – 37,897± sf
- King Richard Dr (217-225 D) – 33,976± sf
- Pine Dale Cr (219-133 D) – 34,412± sf
- Depot St (206-49) – 1.3± Acres
- Tyne Rd (203-59) – 6,098± sf
- Castle Ln (216-41 D) – 11,761± sf Surplus Land
- Black Arrow Way (216-119 D) – 11,761± sf
- Jesters Lane (216-163 D) – 11,761± sf
- King Richard Dr (216-345 D) – 13,068± sf
- Finch Tuck Dr (216-514 D) – 10,454± sf

Signs are located in approximate locations. **Inventory subject to change.

TERMS: Required deposit as noted; 7% Buyer's Premium, balance due 30 days. Inventory subject to change. Call or visit web for more info & full terms.

Sullivan-Auctioneers.com • 617-350-7700

SULLIVAN & SULLIVAN MA Lic. #107
AUCTIONEERS • LLC

**TOWN OF WILBRAHAM
AUCTION**

TUESDAY, NOVEMBER 17 AT 11:00 AM
**HELD AT SPEC POND PAVILION
5 SPEC POND WAY, WILBRAHAM**

ON THE AUCTION BLOCK:

17 HUNTING LANE 4 BEDROOM HOME • 20,473± SF LOT • 2,333± SF LIV SP • 2 BATHS • INGROUND POOL OPEN HOUSE TUES. NOV. 10, 11AM – 1PM	440 DIPPING HOLE ROAD 4 BEDROOM HOME • 22,651± SF LOT • 1,550± SF LIV SP • 1 BATH • BRICK RANCH
2451 BOSTON ROAD VACANT COMMERCIAL LOT .97± ACRE ON BOTH SIDES OF FOREST STREET	166V MOUNTAIN ROAD 1.34 ACRE WOODED LOT LOCATED ON SCENIC ROAD BETWEEN #487 & #495

Sullivan-Auctioneers.com • 617-350-7700

TERMS: In order to register & bid, you must be present with either a \$10,000 deposit for the houses or Boston Rd OR \$5,000 deposit for Mountain Rd. Deposits must be in the form of a BANK CHECK PAYABLE TO "TOWN OF WILBRAHAM"; 5% buyer's premium & balance due in 30 days.

Wear a mask and social distance when attending our open houses & auctions.

SULLIVAN & SULLIVAN MA Lic. #107
AUCTIONEERS • LLC

**TOWN OF AGAWAM
PUBLIC AUCTION**

2 HOUSES ON A 10,890± SF LOT
★ ★ SOLD TOGETHER ★ ★

3 SPRING ST. – 760± SF HOME
7 SPRING ST. – 1,623± SF HOME

TUESDAY, NOV. 17 @ 3:00 PM

Auction held at Town Hall, 36 Main St., Agawam – OUTSIDE

TERMS: \$5,000 Deposit by bank check payable to TOWN OF AGAWAM.
8% Buyer's Premium & closing to take place in 30 days.
Sold "AS IS". See web for Auction Info Package.

Sullivan-Auctioneers.com • 617-350-7700
Wear a mask and social distance when attending our auctions.

Signage Samples

TOWN ORDERED AUCTION

Oct. 26 – 12 PM
AT TOWN HALL

36

**TOWN-OWNED
PROPERTIES**

Visit Website for Details!

Sullivan-Auctioneers.com

SULLIVAN
MA Lic#107  SULLIVAN
AUCTIONEERS - LLC

617-350-7700

TOWN ORDERED AUCTION

October 26 – 12:00 PM
AT TOWN HALL



**Parcel ID 204-102
30,927± SF LOT**

SULLIVAN
MA Lic#107  SULLIVAN
AUCTIONEERS - LLC

617-350-7700

Sullivan-Auctioneers.com

PUBLIC AUCTION

Conducted at:
**TOWN OFFICES
422 MAIN ROAD
Sat., Nov. 14 at 12 PM**

PARCEL 19-9: **264± FT FRONTAGE
1+ ACRE**

Sullivan-Auctioneers.com 617-350-7700

PUBLIC AUCTION

Conducted at:
**TOWN OFFICES
422 MAIN ROAD
Sat., Nov. 14 at 12 PM**

PARCEL ID: 40-4
**37+ ACRES
1,710± FT FRONTAGE**

617-350-7700

Sullivan-Auctioneers.com



SECTION 1:

ABOUT US



About Sullivan & Sullivan

Founded by Marianne Sullivan in 2007, Sullivan & Sullivan is one of the region's leading auction firms, conducting hundreds of auctions annually throughout Massachusetts, New Hampshire and Rhode Island. With an emphasis on professional service and an unwavering commitment to customized client attention at every step, Sullivan & Sullivan specializes in marketing and auctioning foreclosures, municipal tax possession properties, government ordered auctions, condominium lien sales and Receiver's auctions for residential, commercial and industrial real estate properties and land.

About Marianne Sullivan

President and Lead Auctioneer, Marianne Sullivan is fully licensed and bonded as an Auctioneer in Massachusetts, New Hampshire and Rhode Island. With 30+ years of experience in the auction industry, Marianne is highly regarded as a knowledgeable professional with a commitment to operating with the utmost integrity and a generous, kind approach to doing business.



Our Unparalleled Team

Any organization is only as strong as the men and women who bring their passion, skills and commitment to the table. Sullivan & Sullivan is fortunate to have one of the strongest teams in the business. This includes our Professional Auctioneers, Operations and internal support team.

Professional Affiliations

- National Auctioneers Association
- Massachusetts Auctioneers Association
- New Hampshire Auctioneers Association
- Turnaround Management Association
- MLS Property Information Network
- Cape Cod & Islands Assoc. of Realtors
- CREW Network
- Massachusetts Municipal Association
- Massachusetts Collectors & Treasurers Assoc.
- New Hampshire Collectors & Treasurers Assoc.
- Plymouth & South Shore Assoc. of Realtors

Let us show you what it looks like when an auction firm puts your needs first.

We believe what separates Sullivan & Sullivan from most of our competition is the value we place on building a relationship of trust. Below are four hallmarks our clients can expect when working with us.

Professional Service.

Our aim is to deliver an unparalleled level of professional service with a warm, personal approach. As a team, we pride ourselves on our thoroughness, organization, and attention to detail as well as our ability to customize the needs of each and every client.

Personal Attention.

Putting a client's needs first starts with being there when they need you. You can rest assured that we'll be right beside you from start to finish, pick up the phone when you call, and we are complimented quite often on our rapid response time!

Total Transparency.

When it comes to auction strategy, execution and cost, we are an open book. With Sullivan & Sullivan there are never any hidden fees, hidden agendas, or hidden mistakes. If you ever have a question about anything, just ask. We also understand the dynamics of working inter-departmentally to enhance every aspect of the municipal auction.

Investment in Your Success.

With our no-up-front fees structure, we only succeed when you do! Our Auctioneer compensation is entirely dependent on us delivering a successful auction that gets you the highest value possible for your property. We are proud to say we have a long list of happy clients and a high referral rate.

Hear What Other Municipal Auction Clients Have to Say.



"We are so pleased with the outcome of the auction. Sullivan & Sullivan made the process so easy, and our profits were greater than expected. We will be calling Sullivan & Sullivan when we have our next auction."

- Kelly Varner, Treasurer Collector - Greenfield, MA

"Sullivan & Sullivan ran a very successful auction for us. They were thorough, responsive and very professional. They researched parcels, sent mailings, posted signs, published notices and held open houses. They created so much interest that the auction was standing room only."

- Laurel Placzek, Treasurer/Collector - Agawam, MA



"I have used Sullivan & Sullivan Auctioneers, LLC over the past 2 years and have been completely satisfied. Marianne and her entire staff are a pleasure to work with and have done an excellent job. When it comes to auctioning off town property, it is nice to know Sullivan & Sullivan are there for us; they step in and handle all details from beginning to end and make the entire process very easy to navigate."

-Nancy E. Connelly, Esq., Treasurer/Tax Collector – Marblehead, MA

"It was a lengthy process to review and evaluate the Requests for Proposals for Auctioneer services. References from Treasurers who had worked with you previously, spoke highly of your organizational, communication and interpersonal skills. Your work ethic, honesty and integrity, coupled with your poise, presence and self-assuredness throughout the process impressed me."

-Ellen Guerin, Treasurer/Collector - Boxford, MA



Two New Enhancements to Our Safe & Successful Municipal Auctions

Mobile On-Site Auction Office:



With many municipal & state buildings off limits, our **Mobile Auction Office** enables our team to host exciting, LIVE auctions safely, outdoors on the actual property site.

COMING SOON: Live/Online Bidding Platform



New & Exciting! Built specifically for Municipal Auctions, our **online platform** enables bidders to participate remotely (in real time) or attend the live auction on-site.

These Live auctions aren't only safer, they're even more successful!

More Qualified Bidders.

One unexpected benefit of on-site is the draw of more qualified bidders! We are finding that many of our most active investors are showing up ready to bid. There appears to be tremendous pent-up demand for auctions in general. These properties are bringing more money to municipalities!

COVID Compliant.

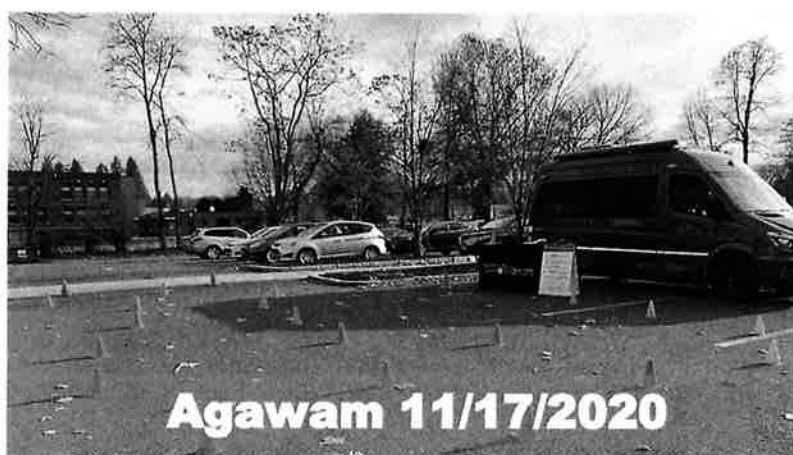
With strict COVID safety measures in place at all our auctions (and universal adoption among all attendees) we can ensure a level of safety in keeping with best practices and state mandates. We have implement-ed additional measures to optimize social distancing throughout the proceedings.

Proven Successful.

The proof is in our recent sales:

- Town of Marblehead
- Town of Walpole
- Town of Stockbridge
- City of Westfield
- Town of East Bridgewater
- City of Taunton
- City of Greenfield
- Town of Winchendon
- Town of Wilbraham
- Town of Agawam
- Town of Rockland
- Town of Randolph

Safe & Successful Municipal Auctions





Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



December 21, 2021

Mr. Richard Kuklewicz, Chairman
Montague Selectboard
One Avenue A, Turners Falls
Montague, MA 01376

**Subject: MassDOT Highway Division Project # 612507:
Greenfield - Montague - Bridge Replacement G-12-002, Turners Falls Road over Connecticut
River & M-28-015, 5th Street over Canal**

Dear Chairman Kuklewicz:

On behalf of the Massachusetts Department of Transportation, I am writing to inform you that the Highway Division's Project Review Committee has approved a project to construct a Bridge Replacement G-12-002, Turners Falls Road over Connecticut River & M-28-015, 5th Street over Canal. Project number 612507 has been assigned to the project, and MassDOT has begun the project development.

It should be noted that Project Review Committee approval is not a commitment of state or federal funding to the project. MassDOT, in conjunction with the Franklin County Transportation Planning Organization (FCTPO), continually evaluates transportation needs and priorities; therefore, the estimated advertisement date may change significantly as the project development process progresses. You can monitor this project's progress by utilizing the project information system available to the public through MassDOT's web site at <https://hwy.massdot.state.ma.us/projectinfo/projectinfo.asp>. You may also contact this District office for more information.

Thank you for your support for transportation system improvements. If you have any questions, or would like additional information, please contact Laura Hanson, District Projects Engineer, at (413) 800-6894.

Sincerely,

Patricia M. Leavenworth, P.E.
Acting District Highway Director

PKS/LGH/dja

ecc: Paula Simmons, P.E., District Project Development Engineer
Jonathan Gulliver, Highway Division Administrator
Carrie Lavalley, P.E., Acting Deputy Administrator and Chief Engineer
Tom Bergeron, Public Works Superintendent
Steven Ellis, Town Administrator
Walter Ramsey, Town Planner and Conservation Agent
Maureen Mullaney, Transportation and GIS Program Manager, FRCOG
Joanne Comerford, State Senator
Natalie Blais, State Representative
Christopher J. Klem, MassDOT Office of Transportation Planning
Marie J. Rose, MassDOT Highway Project Management Director
Michael O'Dowd, MassDOT Director of Bridge Project Management

Laura G. Hanson (Dec 21, 2021 15:33 EST)

811 North King Street, Northampton, MA 01060
Tel: (857) 368-2000 Fax: (857) 368-0200
www.mass.gov/massdot

Report by: [City](#) | [MassHighway District](#) | [MPO](#) | [State Senate](#) | [State Representative](#) | [US Congress](#)Enter a City or Road name to
search for a new project:[Advanced Project Search](#)**Project 612507**[\(Click here for a glossary of terms\)](#)Project Description: **GREENFIELD- MONTAGUE- BRIDGE REPLACEMENT, G-12-002, TURNERS FALLS ROAD
OVER CONNECTICUT RIVER & M-28-015, 5TH STREET OVER CANAL**Location:

- [Town of Greenfield](#)
- [Town of Montague](#)

Design Responsibility: Consultant

Right of Way Responsibility: MassDOT

Project Manager: Michael O'Dowd



Estimated Total Contract Cost: \$44,760,114.00

Estimated Total Federal Participating
Construction Cost: \$46,417,896.00

District: District 2

Current Status: This project is in the preliminary design phase.

Contracts (0)**Progress**

No contracts associated with this project

Bridges

- G12002 [details...](#)
- M28015 [details...](#)

Milestone Details

TIP/Funding

Project Issues

See the Milestone Details tab for additional Project information

Property Impacts - Right of Way	no comments
Environmental Impacts	no comments
Project Design	no comments
Project Funding	no comments
Public Involvement	no comments
Accelerated Bridge Program	no comments

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Thursday, January 6, 2022 4:31 PM
To: WendyB-Montague Selectboard
Cc: Chris Boutwell; Matt Lord; Rich Kuklewicz
Subject: FW: Final Rule Information for the Coronavirus State and Local Fiscal Recovery Funds

From: slfrp@treasury.gov <slfrp@treasury.gov>
Sent: Thursday, January 6, 2022 1:52 PM
To: StevenE - Montague Town Administrator <StevenE@montague-ma.gov>
Subject: Final Rule Information for the Coronavirus State and Local Fiscal Recovery Funds

Dear State and Local Fiscal Recovery Funds Recipient,

Today, Treasury adopted the final rule implementing the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program under the American Rescue Plan.

The final rule is the result of extensive dialogue with our stakeholders, including recipient governments, and will enhance the capacity of state, local, and Tribal governments to meet immediate pandemic response needs and promote longer-term recovery.

The State and Local Fiscal Recovery Funds program provides governments across the country with the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue resulting from the crisis, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

About the Final Rule:

The final rule – which takes effect on April 1, 2022 – provides state, local, and Tribal governments with even broader flexibility to pursue a wider range of uses to respond to local public health and economic needs – as well as greater simplicity so they can focus on responding to the needs in their communities and maximizing the impact of their funds. Recipients may find the full text of the [final rule](#) on our website with available supporting materials.

Prior to April 1, 2022, recipients may take actions and use funds in a manner consistent with the final rule, and Treasury will not take action to enforce the Interim final rule if a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Please see the [Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule](#) for more information.

Additional Treasury Resources for Navigating the Final rule:

Treasury is committed to working with recipients to help them digest the final rule and effectively maximize their use of funds.

Recipients are encouraged to consult the [Overview of the Final Rule](#), which is a user guide that boils the rule text down

into an easy-to-understand summary. The Overview of the Final Rule includes a non-exhaustive list of projects that recipients can undertake with these funds without undergoing additional independent analysis.

Treasury is hosting webinars with recipients and stakeholders to brief and answer questions about the Final Rule. Please attend one of the following webinars for a live presentation. If Treasury reaches RSVP capacity and you cannot attend a webinar or prefer to be briefed at your convenience, Treasury will post a recording of the webinar hosted on January 7, 2022.

- January 7, 2022 at 1:00pm ET; [register here](#). This webinar will be recorded and shared within a few business days.
- January 10, 2022 at 4:00pm ET: [register here](#).
- January 12, 2022 at 1:00pm ET: [register here](#).

Treasury looks forward to working with recipients to navigate any remaining questions that they may have about the final rule so they can deploy these resources in their communities with confidence. Please email our inbox at slfrp@treasury.gov with your questions and Treasury will respond as soon as possible.

Thank you.