

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

Monday, March 7, 2022

Join Zoom Meeting: <https://us02web.zoom.us/j/83700172793>

Meeting ID: 837 0017 2793 **Password:** 728583 **Dial into meeting:** **+1 646 558 8656**

This meeting/hearing of the Selectboard will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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

Meeting Being Taped

Votes May Be Taken

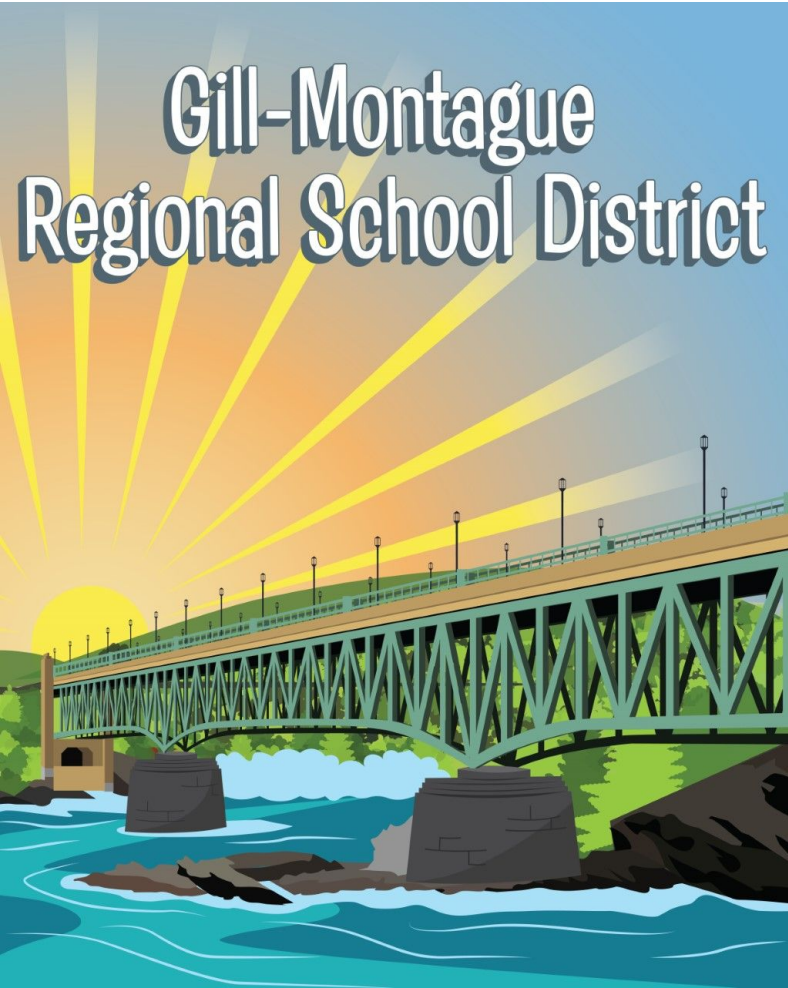
1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of February 28, 2022
3. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:33 COVID-19 Updates
 - Review of COVID case counts and trends
5. 6:40 Requests for funding from Cannabis Impact Stabilization for Licensed Substance Abuse Counselors for GMRSD and FCTS
6. 7:00 Joanne Blier, GMRSD
 - Preliminary Discussion of Elementary School Capital Needs and Possible School Building Project
7. 7:20 Stacey Langknecht, The Brick House
 - Update on Strengthening Families Program
8. 7:35 Liquor License
 - Update on State allowance for outdoor dining and extension of licensed premises
 - Request from The Rendezvous, 78 Third Street to continue to use a portion of the Town parking lot adjacent to the Rendezvous from 4/1/22 to 11/30/22
 - Request from El Nopalito Restaurant, 196 Turners Falls to petition state legislature for an all alcohol liquor license.
9. 7:50 Discussion of FY23 Budget

MONTAGUE SELECTBOARD
1 Avenue A and via ZOOM
Monday, March 7, 2022

10. 8:05 Executive Assistant Business
- Review Continuation of Remote Selectboard Meetings
 - Scheduling of ARPA Funding Discussion on 3/14/2022
11. 8:15 Town Administrator's Business
- DEP Standard Contract Form Renewal
 - Establish Gift account for donations to the Wood Bank
 - Final Judgement of Foreclosure, Town of Montague v. Solutions Consulting Group, LLC, 11 Power Street
 - Federal Street Property (48-0-0148) Auction, April 21, 2022 at Noon
 - Annual FY23 Chapter 90 Award and FY22 Supplemental Chapter 90
 - Opportunity to attend the Mass. Select Board Association Western Mass. Municipal Conference
 - Topics not anticipated in the 48 hour posting

Other

- Anticipated Next Meeting: Monday, March 14, 2022 at 6:30 PM via ZOOM



Request for Proposal

Licensed Alcohol and Drug Counselor for the
Gill-Montague Regional Schools



Turners Falls High School Great Falls Middle School

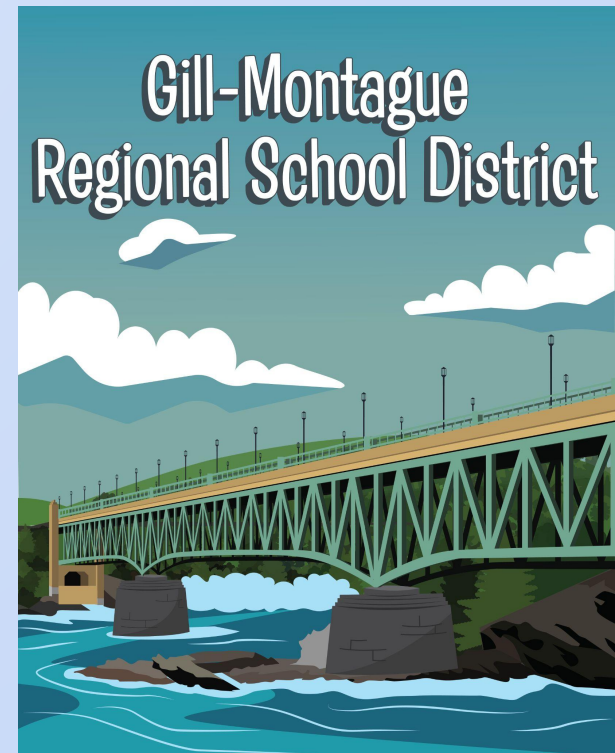


Overview of Year I: Implementation Successes

- Shared 1.0 FTE Licensed Alcohol and Drug Counselor (LADC) from the Center for Human Development (CHD) across two school districts that serve over 1,050 students
- Increased access to assessment and treatment for students identified with substance use as a barrier to positive school engagement
- Increased support for families navigating behavioral health services at a time when access to these services has been significantly strained
- Numbers served: 20+ total students provided direct ongoing weekly services (10+ at each school building: TFHS/GFMS and FCTS)
- 12+ students referred for additional community-based services
- Effective collaboration with school administration and school counseling staff
- The LADC has been a significant support for students impacted by substance use

Areas of Growth and Further Collaboration

- Access to clinical and assessment services was limited by part time hours at each school (typically 2 to 2.5 days per week). As a result level of need is actually greater than # of students served
- Integrating LADC into more school-based prevention programming (advisories, health & wellness education to work alongside guidance, school counselors, and educators)
- Expanded access to services through development of an afterschool component
- Increased use of screening tools and structured curriculum programs including brief treatment interventions
- Strengthen collaboration with schools, families, community partners, and juvenile probation to leverage treatment over more punitive approaches



Gill-Montague Regional School District



Request & Goals for FY'23

Funding to support 2.0 FTE LADCs to allow for one provider at each school district given combined rough population of 1,050 students

- GMRSD request: \$86,400 funded position through Center for Human Development and an additional \$500 for curriculum supplies
- Total request \$86,900
- Increase access to assessment and direct evidence-based treatment for students affected by substance use & risk
- Expand prevention-based programs through enhanced health education programming and brief intervention & treatment curriculums
- Offering an afterschool program that expands options for service delivery and family engagement

Extend Collaboration with Franklin County Technical School

- Continuity of care with shared students, and students transitioning between schools
- Transportation for afterschool programming at both sites

Request for Proposal Licensed Alcohol and Drug Counselor

Public Health Education and Substance Abuse Supports

1st Year Implementation By the Numbers

- September 1st, Start Date
 - Direct Counseling 2 days a week - 16 hours per week
 - Student Referral/Family Support
- Expected Expenditure in FY 22' is 42.5K
 - Contract created through collaborative process with Gill-Montague School District and the Center for Human Development (CHD)
- Schools have been able to address a number of needs including
 - Direct support of students (10 students at FCTS ~ 20 total students)
 - Connecting students and families to more referral services when necessary (12 students at FCTS and increasing).
 - Professional connections informing Counselors and Administrators of trends in treatment for an at-risk group.



Description of Services and Population Served

FCTS is a school district serving students grades 9-12

Currently the student population is 583.

Montague Students accounts for approximately 20% of our student population.

Additionally, FCTS's Co-op program includes students placed at a number of Montague area businesses.

Currently the program supports 10 students with direct counseling.

The program has been a significant support in terms of assisting families with navigating mental health services and providing referrals to levels of care.

Areas of Growth and Collaboration

- Integrating LADC into advisories and classes where guidance counselors and health teachers are working with students on drug and alcohol awareness, social/emotional supports and mental health resources.
- Incorporating Brief Treatment interventions (2 to 3 times) using a curriculum known as A-CRA Adolescent Community Reinforcement Approach. The current CHD counselor(s) are trained in this model as part of a progressive response model.
- Utilization of After School Component for students including collaboration with Gill —Montague School District.
- Increased use of screening tools to assist in determining level of care/need.
- Increase and strengthen relationships with mental health worker and school age population.



Goals for FY 23' as informed by FY 22'

- Increase Direct Counseling Capacity.
- Decrease office referrals for drug and alcohol use.
- Increase care coordination including support of families.
- Create and Implement a group Health Education Component.
- Create increased opportunities for access to services for students and families.
 - After school programming and groups
- Collaborate with the Gill Montague School District
 - Continuity of Care with shared students, transitioning students and families
 - Transportation for After-School programming at both sites

Requests for Funds Breakdown FY 23'

- Dual Request for Funds – 2.0 FTE's LADC
 - FCTS Request – 1.0 FTE LADC (increased from 0.4 FTE)
 - 86,400 for counselor funded position through Center for Human Development (CHD)
 - 500 dollars for educational consumables (i.e. printable workbooks)



GILL-MONTAGUE REGIONAL SCHOOL DISTRICT CAPITAL PLANNING MONTAGUE

Montague Selectboard Meeting

March 7, 2022

ENROLLMENT AT MONTAGUE ELEMENTARY SCHOOLS

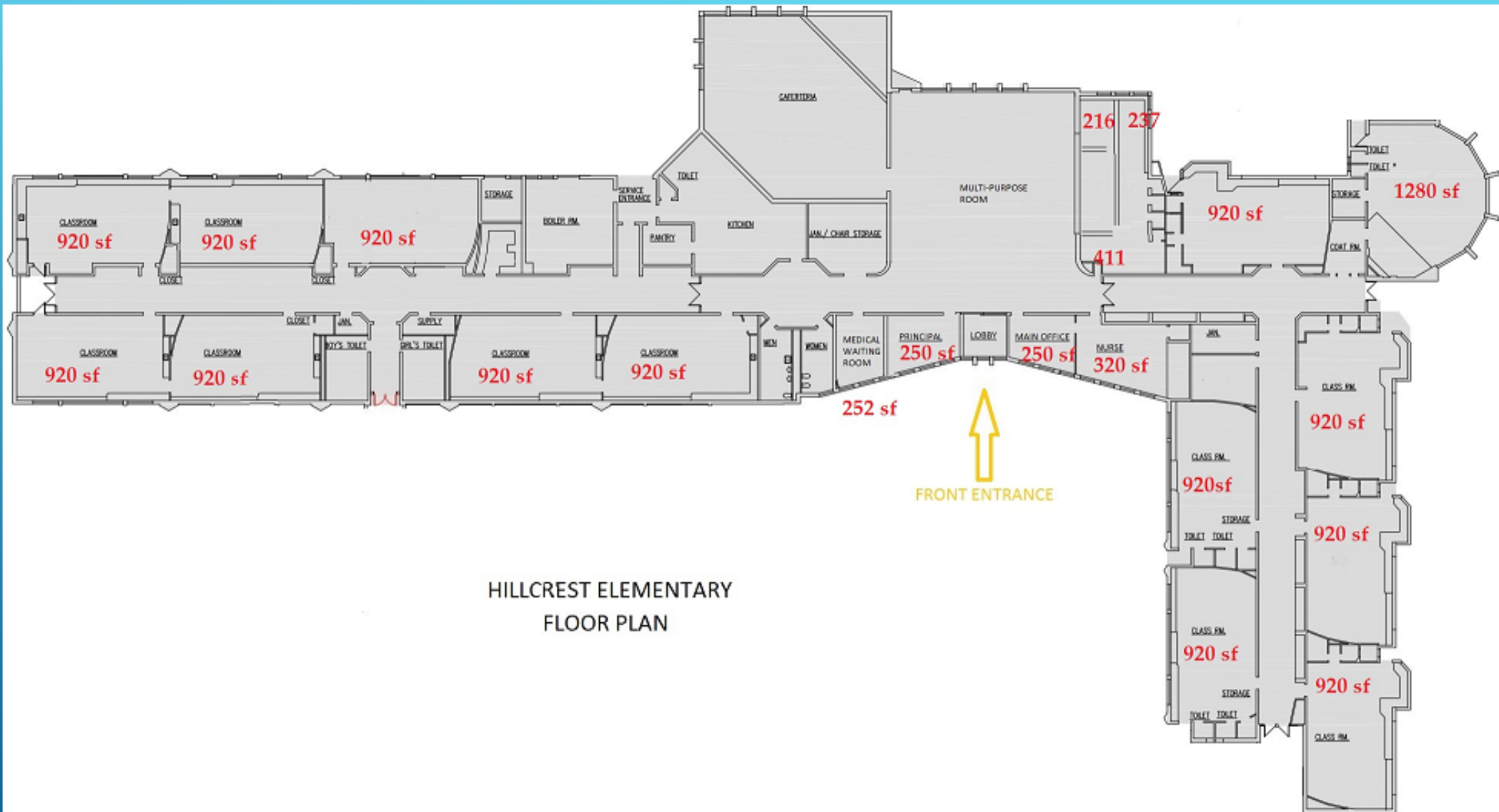
Enrollment at our Montague Elementary Schools has remained rather flat with the exception of the pandemic year where all schools statewide saw a significant enrollment decline. Enrollment numbers are beginning to increase in the current year.

| Hillcrest | Oct-17 | Oct-18 | Oct-19 | Oct-20 | Oct-21 |
|---|--------|--------|--------|----------|--------|
| PK | 40 | 32 | 39 | 36 | 38 |
| K | 74 | 59 | 51 | 43 | 60 |
| 1 | 48 | 64 | 64 | 44 | 47 |
| Totals | 162 | 155 | 154 | 123 | 145 |
| | | | | | |
| Sheffield | Oct-17 | Oct-18 | Oct-19 | Oct-20 | Oct-21 |
| 2 | 55 | 49 | 60 | 57 | 42 |
| 3 | 55 | 50 | 47 | 57 | 53 |
| 4 | 56 | 57 | 55 | 46 | 61 |
| 5 | 50 | 56 | 54 | 57 | 51 |
| Totals | 216 | 212 | 216 | 217 | 207 |
| | | | | | |
| Total Elem Enrollment at Montague Schools | | | | | |
| Totals | 378 | 367 | 370 | 340 | 352 |
| | | (11) | 3 | (30) | 12 |
| | | -3% | 1% | -8% | 4% |
| | | | | pandemic | |

MONTAGUE ELEMENTARY BUILDING CONDITION ASSESSMENT SUMMARY (FIRST 5 YEARS)

While these numbers and issues serve as a guide, they are not expected to be used as a capital plan exactly as they were received, rather, we will make ongoing adjustments to the timeline and get estimates for the projects as they become priorities.

| Sheffield Capital Project summary | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|-------------------|---------------------|---------------------|-------------------|---------------------|
| Accessibility Review | 12,500 | 1,616,000 | - | - | - |
| Electrical, Telephone & Security | - | - | 40,000 | - | - |
| Exterior Walls | 56,000 | 519,775 | 338,250 | 324,400 | 12,000 |
| Fire Alarm, Life Safety & Code | 16,500 | 16,500 | - | - | - |
| Heating, Ventilation & Air Condtnng | - | 27,500 | - | - | - |
| Interior Finishes | - | 13,500 | 48,125 | - | 18,000 |
| Roofing | 54,700 | - | - | - | 528,000 |
| Site & Features at Grade | 32,000 | 52,560 | 70,400 | - | 72,000 |
| Special Systems & Components | 500 | 20,000 | - | 500 | - |
| Vertical Transportation | - | - | - | - | 110,000 |
| Sheffield Elementary School Complex | \$ 172,200 | \$ 2,265,835 | \$ 496,775 | \$ 324,900 | \$ 740,000 |
| | | | | | |
| Hillcrest Capital Project summary | 2021 | 2022 | 2023 | 2024 | 2025 |
| Exterior Walls | - | 288,000 | 470,000 | - | - |
| Heating, Ventilation & Air Condtnng | 1,000 | 1,000 | 1,000 | 1,000 | 171,000 |
| Interior Finishes | 27,500 | 95,000 | 187,500 | 87,500 | - |
| Roofing | 15,000 | - | 1,155,000 | - | - |
| Site & Features at Grade | 12,600 | 187,000 | 15,000 | - | 123,750 |
| Special Systems & Components | - | 20,000 | - | - | - |
| Hillcrest Elementary School | \$ 56,100 | \$ 591,000 | \$ 1,828,500 | \$ 88,500 | \$ 294,750 |
| | | | | | |
| Montague Elementary School Buildings | \$ 228,300 | \$ 2,856,835 | \$ 2,325,275 | \$ 413,400 | \$ 1,034,750 |
| | | | | | 6,858,560 |

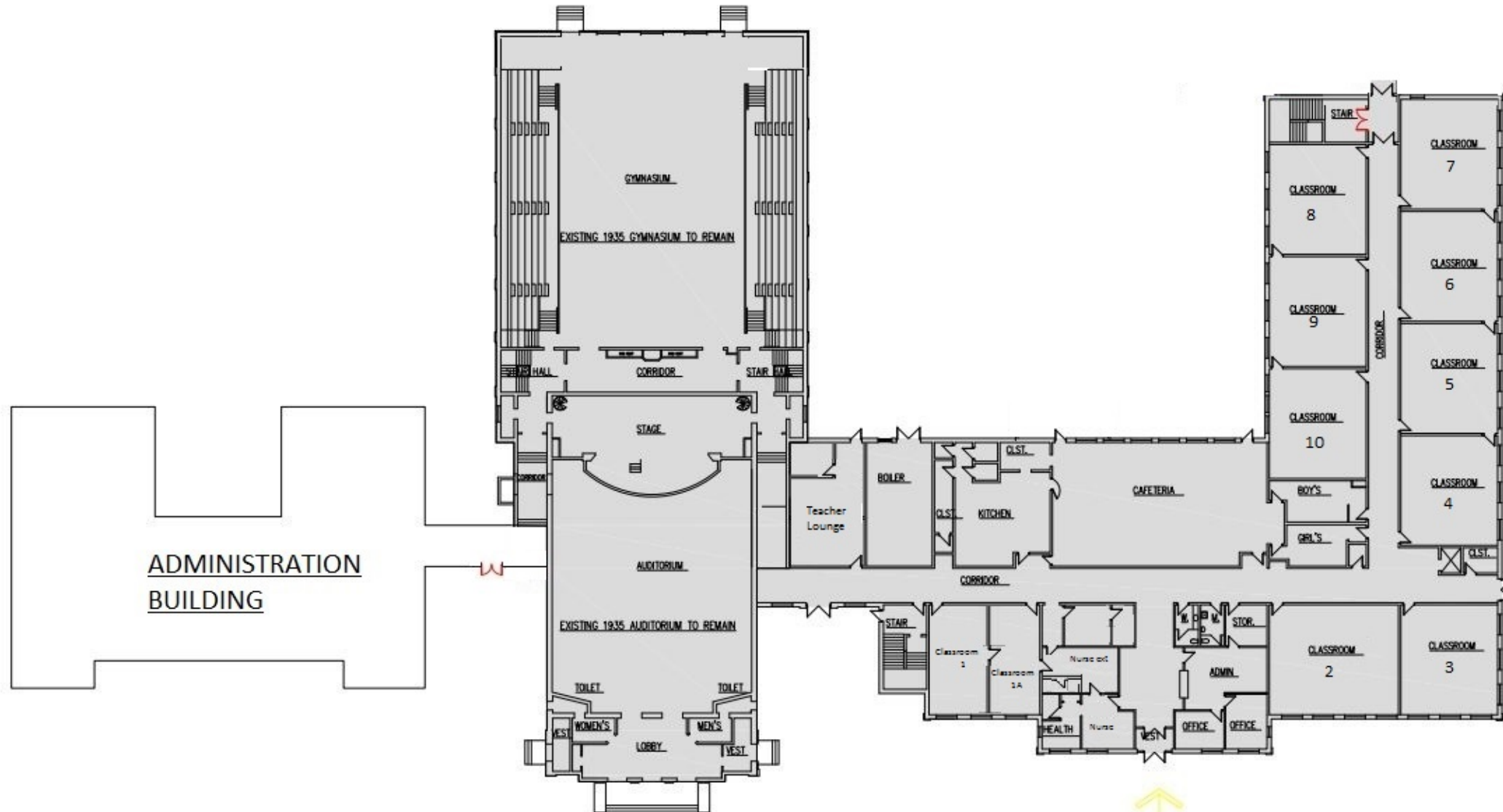


HILLCREST ELEMENTARY
FLOOR PLAN

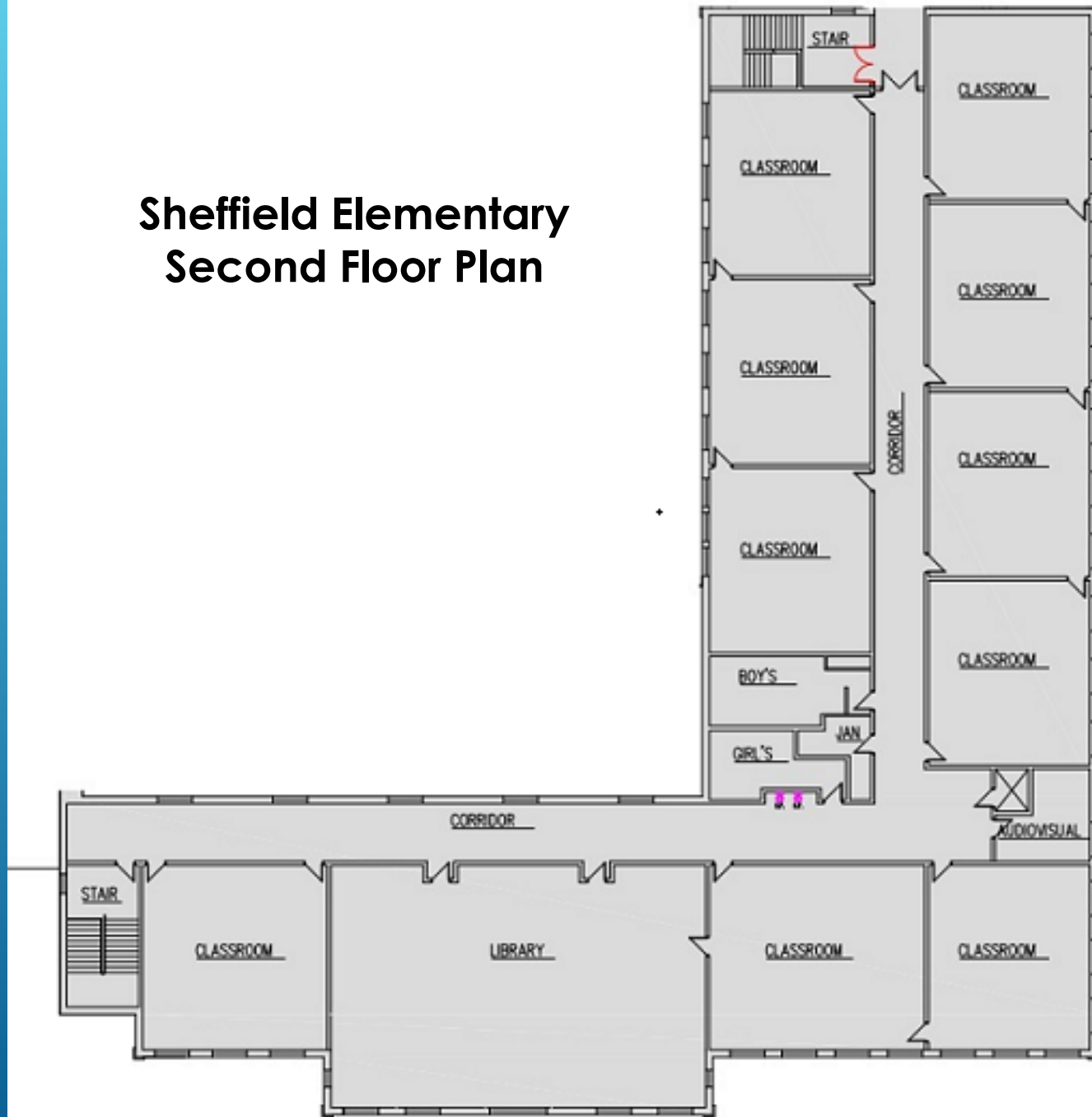
SHEFFIELD ELEMENTARY

FIRST FLOOR PLAN

Mount Vernon Group



Sheffield Elementary Second Floor Plan



CURRENT CONDITIONS

Grade levels:

Hillcrest: Pre-K – Grade 1

3 classrooms for each grade level

Sheffield: Grade 2 – 5

3 Classrooms for each grade level

Great Falls Middle School: Grades 6 – 8

3-4 classroom teachers per grade level

Remaining space in each building is used for:

Special Education classrooms

Specialist classrooms

Offices & Meeting space

Both Elementary Schools and the Middle School use every available space and need more space.

Older buildings continue to have major needs with heating/cooling, flooring, ceiling, façade and roof.

CONSIDERATIONS

Not enough dedicated space for:

Classrooms for specials (Art, Music, science etc)

Conference Rooms

Related services space (OT, PT, Speech)

Family Engagement

Bilingual Liaison

BCBA

Psychologist & Counselors

Hillcrest does not have

A Library

Storage space

Conference Room

Fire Doors

Sheffield does not have

Sinks in classrooms

Bathrooms in classrooms for 2nd grade students

Music Room (currently on stage)

Need for

Gender specific student restrooms

Kitchen for Life skills classroom

Family Community Resource space

Makerspace

Better regulated temperature controls

Bathrooms in classrooms for 2nd grade students

Sinks & water fountains in classrooms

Breakout rooms for therapeutic programming

Better design to support developmental phases

ie: Pre-K – Grade 2

Grade 3-5

MONTAGUE ELEMENTARY SCHOOLS MSBA PROJECT ESTIMATE

Click [https://www.massschoolbuildings.org/building/Ed Facility Planning](https://www.massschoolbuildings.org/building/Ed_Facility_Planning) to read about the process to prepare for a potential building project.

Click [https://www.massschoolbuildings.org/sites/default/files/edit-contentfiles/Building With Us/Ed Facilities Planning/Orange%20Educational%20Program.pdf](https://www.massschoolbuildings.org/sites/default/files/edit-contentfiles/Building_With_Us/Ed_Facilities_Planning/Orange%20Educational%20Program.pdf) to see the Orange educational program planning document that was created in preparation for their Dexter Park building project.

Based on some very rough estimates from prior MSBA elementary projects of comparable size, and using the MSBA reimbursement rate we had for the Sheffield Window project, the annual cost of a new/renovated elementary building would be in the \$825K range. The High School MSBA project was reimbursed at a rate of 90%, but I'm not aware that they reimburse at such a high rate any more.

| Cost Estimate Summary | |
|--|---------------|
| MSBA Building Estimate | \$ 55,000,000 |
| Estimated 76% reimbursement rate | \$ 41,800,000 |
| Montague Share | \$ 13,200,000 |
| Est Annual cost including interest for new building (20 years) | \$ 825,000 |
| Average cost to keep up with Capital project list from Building Condition Assessment report for the next 5 years | \$ 1,371,712 |

CONCLUSION

Open a discussion about a new elementary building project.

MSBA application window is typically January and April each year.

New playground at Hillcrest is pending

Significant building needs in the foreseeable future

- New floors at Hillcrest

- Façade work

- Boiler

- Roof replacement

Continued conversations – research - next steps

JB

Selectboard
Town of Montague

We are writing to request the use of the town parking lot adjacent the Rendezvous from April 1, 2022 to Nov 30, 2022 for the purpose of outdoor dining, and are also requesting that the Selectboard to begin discussion about permanent use of town-owned outdoor spaces for outdoor dining and retail sales.

As you know, the past two years have been very difficult for restaurants. We have had to cope with multiple closures due to Covid infection rates, limited indoor seating, and a general reluctance among diners to even venture out to eat. Last year, we felt certain that this summer would help to recoup some of the previous year's losses. Unfortunately, we ran straight into the Delta variant, which brought renewed hesitancy to meet in groups, and great difficulty hiring and retaining staff, which continues to result in necessary closures when staff are ill and need to undergo testing. The past two years of losses put a continual strain on our operations and we are reaching out for Town assistance.

The use of the outdoor parking area the past two summers is one of the main reasons we are able to continue to provide a vibrant, lively place for the community to eat, socialize, and watch local musicians. Outdoor dining created a space in which those uncomfortable dining in indoor areas could feel at ease. Without this space our income would have been too low for us to continue operations, and to continue to provide tax revenue to the town as well as jobs for the 15 people we employ.

The use of the parking area again next year has the potential to help us rebuild our struggling restaurant and recoup some of the losses we have incurred. We also feel that outdoor dining and shopping add a festive feel to our town and make the entire downtown area more inviting to both local and out-of-town visitors. Therefore, along with our request to use the parking area again next year, we urge the Selectboard to begin discussions on permanent use of Town sidewalks and parking areas for these purposes.

Thank you for your continued support and dedication to our Town.

Sincerely,

Mark Wisnewski
Christopher Janke
Emily Brewster
The Rendezvous
78 Third Street
Turners Falls, MA 01376

March 3, 2022

To: Montague Selectboard

We are in the process of opening El Nopalito Restaurant at 196 Turners Falls Road, Montague MA. We feel having a liquor license would be beneficial to our business. Therefore, we are asking you to petition the state legislature for an all alcohol liquor license.

Thank you,

A handwritten signature in black ink that reads "Jesus Ayala". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Jesus Ayala

Means of balancing budget, leaving varying amounts of available taxation

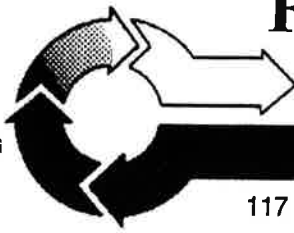
As of March 2, 2022, the budget is in balance while preserving the targeted \$500,000 in excess levy capacity, which reduces taxation and provides important financial flexibility for the future. Town leaders may, however, wish to maintain a cushion for currently undefined FY23 expenses. This would require consideration changes to current budget proposals. This workbook offers a template for considering cuts in newly proposed expenses and selected lines the Town Accountant has identified, in the event a cushion of some level is considered a priority (four possibilities are presented).

A workspace in which you can develop your own scenarios

| | | | | |
|--|-----------|-----------|-----------|-----------|
| Taxation surplus figure as of 3/2/22 | 54,296 | 54,296 | 54,296 | 54,296 |
| With targeted remaining Available Taxation | (240,000) | (200,000) | (160,000) | (120,000) |
| Net shortfall | (185,704) | (145,704) | (105,704) | (65,704) |

| Changes | Selected Options |
|---|------------------|
| Move Vector lease to SpArt from Capital Stabilization | 125,000 |
| Remove ATA | 86,924 |
| remove HMO Ind for ATA | 6,000 |
| Remove add's Sgt | 64,720 |
| remove HMO Ind for Sgt | 6,000 |
| Remove SB AA | 23,830 |
| Remove HMO Ind for SB AA | 6,000 |
| Remove Add'l Dispatcher | 43,332 |
| Remove HMO Ind for Add'l Dispatcher | 6,000 |
| Eliminate Police Discretionary | 10,000 |
| Reduce DPW Discretionary to current CIC rec | 50,000 |
| Reduce Utilities Budget | 5,000 |
| Reduce SB (not all incr needed if no ATA) | 3,000 |
| Reduce Reserve Fund to \$40K | 20,000 |
| Reduce Police - Sgt assessment ctr not needed | 7,800 |
| Reduce dispatch travel | 800 |
| Reduce dispatch wages PT s/n need as much | 7,000 |
| Reduce Electrical Inspector Wages | 1,750 |
| DPW Vehicle Repair & Maint | 2,000 |
| DPW Advertising | 1,500 |
| DPW Misc Parts/Supplies | 5,000 |
| DPW Gasoline | 5,000 |
| DPW Public Works Supplies (Sidewalks) | 5,000 |
| Charging Stations | 1,000 |

| | | | | |
|--------------------------------|------------------|------------------|------------------|-----------------|
| Ending budget "surplus" | (185,704) | (145,704) | (105,704) | (65,704) |
|--------------------------------|------------------|------------------|------------------|-----------------|



MEMORANDUM

To: Town Offices
From: Jan Ameen, Executive Director
Date: February 21, 2022
RE: DEP Standard Contract Form Renewal

Because each town receives DEP grant funds, it must have a “vendor” contract. The current contract expires on 6/30/22. I’ve enclosed the new contract paperwork. Directions are below.

1. I have included a document which lists the current signers by job title. I highly recommend that each town have at least two signers. (Note that DEP reviews signed grant agreements to make sure that the signer has an authorized signer job title.) All DEP documents going forward are job-based not individual-name-based.
2. On the Standard Contract Form complete contract manager, phone, and email. The contract manager does not need to be an authorized signer. The person signing that form, though, needs to be listed on the next forms as an authorized signer.
3. On the Signature Listing Form (page 4) list the names of the authorized signers and titles. The signature at the bottom of this page should be an authorized signer.
4. On the next form (page 5): Proof of Authentication of Signature note that each authorized signer must complete this form and have it notarized. I believe that the Town Clerk can act as the “Corporate Clerk.” So, if there are two authorized signers there will two signature authentication forms.

SCAN and EMAIL the completed forms to: David Minucci at david.minucci@state.ma.us.
Please cc me so I have a file copy of your documents: fcswmd@crocker.com

If you want a copy of the co-signed (executed) contract you must request it in your email to Mr. Minucci.

If you have questions, you can email me or call me at 413-772-2438.

DEP MSA (Contract) SIGNATURES 2017-2022

| | | |
|-------------|-----------|----------------------------|
| Bernardston | BOS Chair | |
| Buckland | BOS Chair | Town Administrator |
| Charlemont | BOS Chair | |
| Colrain | BOS Chair | Town Coordinator |
| Conway | BOS Chair | Town Administrator |
| Deerfield | BOS Chair | Town Administrator |
| Erving | BOS Chair | Administrative Coordinator |
| Gill | All BOS | Town Administrator |
| Hawley | BOS Chair | Administrative Assistant |
| Heath | All BOS | |
| Leverett | All BOS | |
| Montague | BOS Chair | Town Administrator |
| New Salem | BOS Chair | BOH Chair |
| Northfield | BOS Chair | Town Administrator |
| Orange | BOS Chair | |
| Rowe | BOS Chair | Executive Secretary |
| Shelburne | BOS Chair | |
| Sunderland | BOS Chair | |
| Warwick | BOS Chair | Town Coordinator |
| Wendell | BOS Chair | Town Coordinator |
| Whately | BOS Chair | Town Administrator |

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

| | | | |
|---|---------------|--|----------------------------|
| CONTRACTOR LEGAL NAME: TOWN OF MONTAGUE (and d/b/a): | | COMMONWEALTH DEPARTMENT NAME: DEPARTMENT OF ENVIRONMENTAL PROTECTION MMARS Department Code: EQE | |
| Legal Address: (W-9, W-4): 1 AVENUE A, TURNERS FALLS, MA 01376-1128 | | Business Mailing Address: ONE WINTER STREET, BOSTON, MA 02108 | |
| Contract Manager: | Phone: | Billing Address (if different): | |
| E-Mail: | Fax: | Contract Manager: WINIFRED PRENDERGAST | Phone: 617-292-5596 |
| Contractor Vendor Code: VC6000191893 | | E-Mail: Winifred.Prendergast@mass.gov | Fax: 617-292-5832 |
| Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.) | | MMARS Doc ID(s): MA 3033PO2M000000000000 | |
| | | RF/Procurement or Other ID Number: GRANT | |

| | |
|---|---|
| <p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p> | <p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p> |
|---|---|

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). \$ _____.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

The Sustainable Materials Recovery Program (SMRP) - Municipal Grant offers funding to cities, towns and regional governmental entities for recycling, composting, improving air quality, and reuse and source reduction activities. Execution of this contract does not guarantee that an award will be made to the signatory entity.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

2. may be incurred as of July 1, 2022, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2029, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
(Signature and Date Must Be Captured At Time of Signature)

Print Name: _____

Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Captured At Time of Signature)

Print Name: Bawa Wavezwa

Print Title: Director, Commonwealth Fiscal Management Division

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING FORM



CONTRACTOR LEGAL NAME: Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

| AUTHORIZED SIGNATORY NAME | TITLE |
|---------------------------|-------|
| | |
| | |
| | |
| | |
| | |

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____ Date: _____
Signature

Title: _____ Telephone: _____

Fax: _____ Email: _____

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued
May
2004



CONTRACTOR LEGAL NAME : Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

PROOF OF AUTHENTICATION OF SIGNATURE

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): _____

Title: _____

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on: _____

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

11c

SECURITY

Law Office of Ronald J. Berenson

116 Pleasant Street, Suite 312
Easthampton, MA 01027-2785
413/529-9936
413/529-9937 (FAX)
rjberen@comcast.net

March 1, 2022

Franklin Registry of Deeds
Scott A. Cote, Register
43 Hope Street
Greenfield, MA 01301

RE: Final Judgment of Foreclosure
Town of Montague v. Solutions Consulting Group, LLC
Case #15 TL 001777

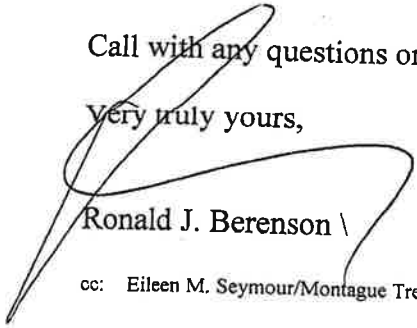
To Whom It May Concern:

Find attached Final Judgment of Foreclosure as entered by the Massachusetts Land Court in the above-referenced case and the fee of \$105 to record same.

Please record the Instrument and, once recorded, return, using the attached, addressed, stamped envelope.

Call with any questions or concerns.

Very truly yours,


Ronald J. Berenson \

cc: Eileen M. Seymour/Montague Treasurer-Collector

[SEAL]

JUDGMENT IN TAX LIEN CASE

DOCKET NUMBER
15 TL 001777

Commonwealth of Massachusetts
Land Court
Department of the Trial Court



CASE NAME

4c COPY

Town of Montague

Plaintiff(s)

v.

Solutions Consulting Group, aka Solutions Consulting Group, LLC

Defendant(s)

After consideration by the Court, it is **ADJUDGED** and **ORDERED** that all rights of redemption are forever foreclosed and barred under the following instruments:

| Land Type | Instrument Date | Book Number | Page Number | Document Number | Certificate of Title Number |
|-----------|-----------------|-------------|-------------|-----------------|-----------------------------|
| Recorded | 09/23/2013 | 6459 | 269 | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

This Judgment must be recorded and/or registered by the Plaintiff in the appropriate Registry of Deeds and/or Registration District pursuant to G. L. c. 60, § 75.

Excepting the portion of the parcel described in this instrument subject to the Judgment which entered in 14 TL 148438 on August 28, 2015, as corrected by the Judgment which entered in the same case on November 13, 2020.

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY
ATTEST:

Deborah J. Patterson
RECORDER

Deborah J. Patterson

DATE ENTERED: 02/17/2022

RECORDER: Deborah J. Patterson

SULLIVAN & SULLIVAN

AUCTIONEERS • LLC

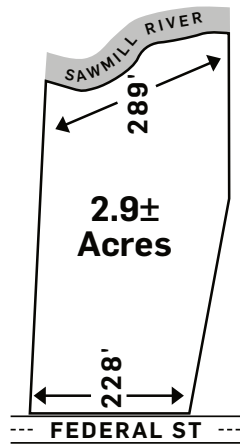


TOWN OF MONTAGUE PUBLIC AUCTION

Conducted at Montague Town Hall – 1 Avenue A, Turners Falls
Thursday, April 21 at 12 PM

FEDERAL STREET (Parcel ID: 48-0-0148)
Undeveloped Land Between #507 & #517

- ▶ **2.9± Acres**
- ▶ **289' Frontage on Sawmill River**
- ▶ **228' Frontage on Federal Street**
- ▶ **Perced & meets minimum requirements**



TERMS: \$5,000 Deposit by bank check payable to TOWN OF MONTAGUE. 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



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO

11E
massDOT
Massachusetts Department of Transportation

February 17, 2022

Steven Ellis, Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Steven Ellis, Town Administrator

We are pleased to inform you that we anticipate Chapter 90 local transportation aid funding for Fiscal Year 2023 will total \$200 million statewide, pending final legislative approval.

This letter certifies that, pending final passage of the bond authorization, your community's Chapter 90 apportionment for Fiscal Year 2023 is \$485,059.00. This apportionment will automatically be incorporated into your existing 10-year Chapter 90 contract, and will also be listed on the MassDOT website www.massdot.state.ma.us/chapter90.

The Chapter 90 Program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work and raise a family.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

IIF

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Wednesday, March 2, 2022 4:25 PM
To: WendyB-Montague Selectboard
Subject: TA Business: Western Mass Municipal Conference April 9

Please add this to the TA Business section for Monday. I'd like the Board to be aware of the event so they can consider attendance. I have registered and plan to attend. You can include this email in the meeting materials.

From: MA Municipal Assoc. <inichols@mma.org>
Sent: Wednesday, March 2, 2022 12:01 PM
To: StevenE - Montague Town Administrator <StevenE@montague-ma.gov>
Subject: Register: Western Mass Municipal Conference April 9



You're Invited:

Western Massachusetts Municipal Conference

When: Saturday, April 9, 8 am - noon

Where: Easthampton High School

REGISTER

The Massachusetts Select Board Association will host its second Western Massachusetts Municipal Conference on Saturday, April 9 in Easthampton. The conference is being co-sponsored by **the Berkshire Regional Planning Commission, the Franklin Regional Council of Governments, the Pioneer Valley Planning Commission, and the Rural Policy Advisory Commission.**

This event will bring together regional stakeholders, including municipal officials, planning agencies and legislators from Berkshire, Franklin, Hampden and Hampshire counties, to address challenges facing the region. Conference goals are to:

- promote sustainable cross-governmental partnerships across western Massachusetts;
- share best practices for adaptation to and mitigation of challenges facing the four; counties
- advocate more effectively for the region.

The agenda is still in development, but a preview can be found below. The complete agenda will be posted on the [MMA website](#).

Agenda

8:00 - 8:30 Registration and Networking - *A light breakfast will be served*

8:30 - 8:45 Opening Remarks and Overview

8:45 - 9:45 Legislative Panel

9:45 - 10:45

- Workshop 1: Police Reform and Its Impact on Small Towns
- Workshop 2: ARPA Funding and Economic Recovery From COVID-19

10:45 - 11:00 Break

11:00 - 12:00

- Workshop 3: Impact of Post-COVID Population Shifts on Housing Affordability
- Workshop 4: Public Infrastructure in Western Massachusetts

12:00 Closing - *Boxed lunches will be available*

The conference will be held at Easthampton High School at 70 Williston Ave. in Easthampton. The cost is \$35. All requests for cancellation must be received by email by **Wednesday, April 6 to receive a refund**. [This meeting is only being offered in-person. Virtual participation will not be available and the meeting will not be recorded.](#)

Due to COVID, this in-person meeting requires you to show proof of being fully vaccinated (card, photo or QR code) on the day of the event. (Religious or medical exemptions are allowed with a negative PCR test taken within 72 hours.) **Masks will be optional**. These safety protocols are subject to change based on the latest public health data and guidance.