

MONTAGUE SELECTBOARD MEETING

Remote Meeting via ZOOM

1 Avenue A, Turners Falls, MA 01376

Monday, March 28, 2022

Zoom Meeting Link: <https://us02web.zoom.us/j/82609962015>

Meeting ID: 826 0996 2015 Password: 871918 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. 6:30 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. 6:32 Approve Selectboard minutes: March 7, 14 and 21, 2022
Approve Joint Selectboard and Finance Committee minutes: March 16, 2022
4. 6:34 COVID-19 Updates
 - Review of COVID case counts and trends
5. 6:40 Maggie Martin, The Brickhouse Community Resource Center, LLC
 - 5K Fun Run and Walk, June 18th, 7:00 AM to 1:00 PM, Rail Trail, Unity Park and through “the Patch”
6. 6:50 Russ Martin, Money Game, LLC
 - Filming scenes for feature film based in Turners Falls, Avenue A Sidewalks between First St and Canal St. and visiting local businesses on March 30, 2022, 7:00 AM to 8 PM
7. 7:00 Peter Wackernagel
 - Pollinator habitat in tree belts and other municipally-owned land (L Street and Town Hall)
8. 7:10 Personnel Board
 - Appoint Timothy Little to WPCF Foreman Position, NAGE Grade F, Step 3, \$28.72, effective 3/29/22
 - Approve Cell Phone Stipend for Timothy Little, \$5.77/week, effective 3/22/22 with Chris Williams, Police Chief
 - Execute Critical Incident Training Grant for Reimbursement
 - Discussion of removal of Montague Police from Civil Service
9. 7:25 ARPA Coronavirus State & Local Fiscal Relief Spending Plan
 - Make Decisions Relative to Claiming Revenue Loss Option
 - Discuss Allocation Framework/General Spending Priorities
 - Consider Funding for Balance of expected Sewer Vac Truck cost (\$400,000)
 - Consider Funding for WPCF Screw Pumps (\$745,000)

**MONTAGUE SELECTBOARD MEETING
VIA ZOOM
Monday, March 28, 2022**

10. 7:45 Town Meeting Warrant
- To consider articles for inclusion on the May 7, 2022 Annual Town Meeting Warrant, including annual operating and capital budgets, revolving funds, enterprise fund budgets, departmental equipment requests, general and zoning bylaw amendments and citizen petitions, votes may be taken
11. 8:00 Jeff Singleton, FRTA Representative
- FRTA Updates
12. 8:10 Town Administrator's Business
- Review Unity Park Sealing/Painting Project Bids and Consider use of Bid Overrun Account Funds up to \$3,412.75
 - Legislation Relative to Host Community Agreements
 - Update on General Pierce Bridge Advocacy
 - Topics not anticipated in the 48 hour posting
13. 8:20 Executive Session under G.L. c.30A, §21(a)(36 to consider the purchase, exchange, Lease or value of real estate
14. 8:30 Executive Session under G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective Bargaining (NAGE, UE and NEPBA), Votes may be taken

Other

- Next Selectboard Meeting: Monday, April 4, 2022 at 6:30 PM In person and via ZOOM
Monday, April 11, 2022 at **6:00** via ZOOM
- Joint Meetings with the Finance Committee: March 30, April 6 and 13, 2022 at 6:00 PM via ZOOM



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Deborah Frenkel

Address of applicant: 24 3rd St, Turners Falls, MA 01376

Phone # of applicant: (413) 522-6066

Name of organization: THE BRICK HOUSE COMMUNITY RESOURCE CENTER, LLC

Name of legally responsible person: Deborah Frenkel

Location of assembly: The DCR Canalside Rail Trail Terminus at Unity Park and 5K Route through "The Patch" please see map

Date of assembly: Saturday, June 18, 2022

Time of assembly: Begin: 7:00 am End: 1:00 pm

Number of expected participants: 120

If a procession/parade: 5K Fun Run & Walk

Route: The DCR Canalside Rail Trail Terminus at Unity Park and 5K Route through "The Patch" please see map

Number of people expected to participate: 120

Number of vehicles expected to participate: N/A

Subject of demonstration: 5K Fun Run & Walk

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$3 Million Group.

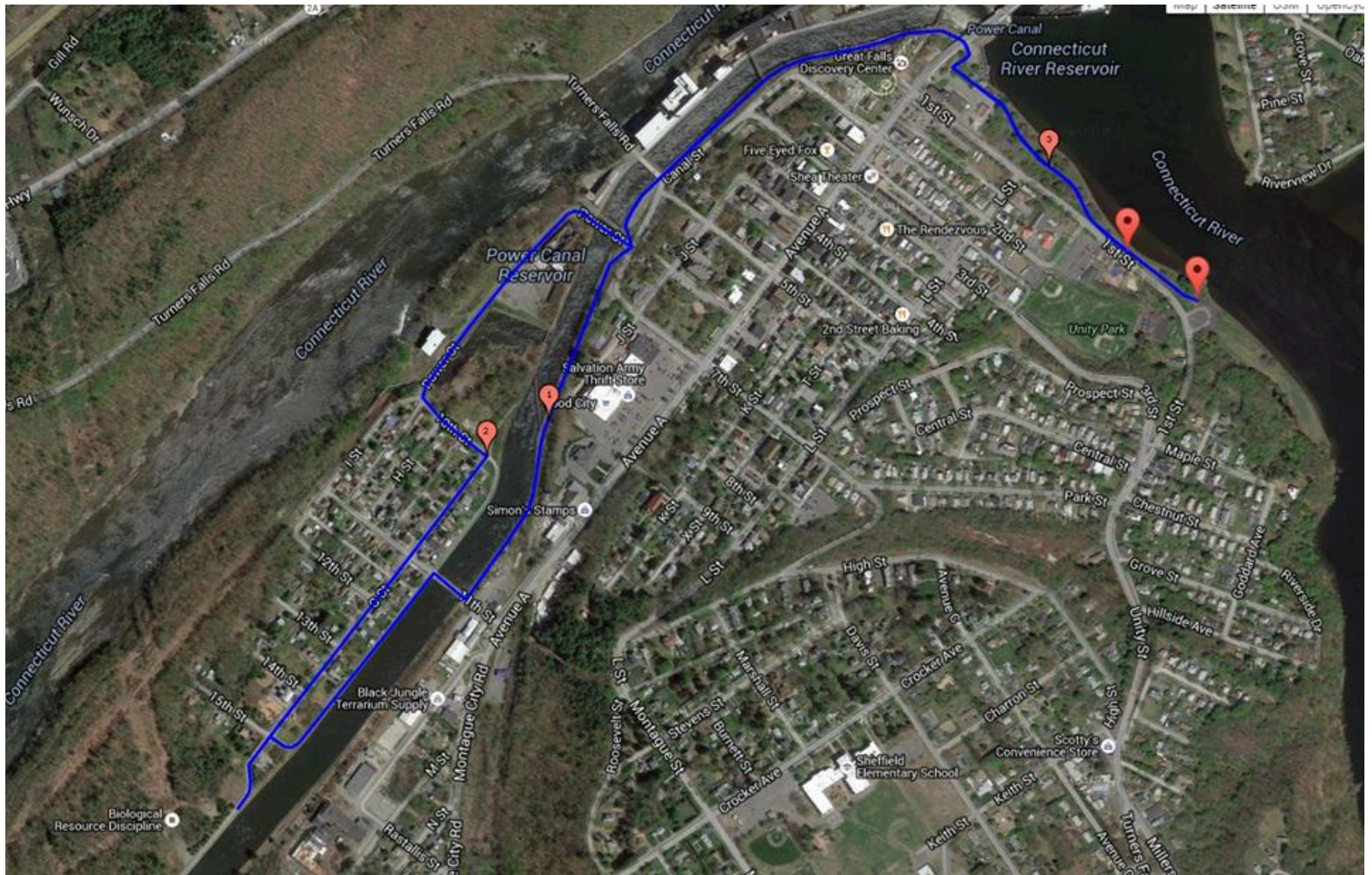
Signatures:

Police Chief:  Date: 3-22-22

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Akey Insurance Agency 486 Main Street, Suite 1 Greenfield MA 01301		CONTACT NAME: Nadine West PHONE (A/C, No, Ext): (413) 773-3488 FAX (A/C, No): (413) 773-3489 E-MAIL ADDRESS: nadine@blackmers.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED The Brick House Community Resource Center 24 Third St PO Box 135 Turners Falls MA 01376			

COVERAGES

CERTIFICATE NUMBER: GL 2022

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		PHPK2268177	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations usual to the 5K race and charity walk to be held on June 18, 2022. The certificate holder is included as an additional insured organization where indicated by an "Y" in the ADDL INSD column under the terms of company form PI-SE-0001 attached.

CERTIFICATE HOLDER

Town of Montague
1 Avenue A

Turners Falls MA 01376

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EVENTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. This insurance applies to “bodily injury”, “property damage”, and “personal and advertising injury” arising out of all of your special events with the following exceptions unless scheduled in paragraph **C. SCHEDULE OF SPECIAL EVENTS** below:

- Parades sponsored by the Insured
- Shooting activities
- Fireworks
- Carnivals and fairs with mechanical rides sponsored by the Insured
- Events including contact sports
- Rodeos sponsored by the Insured
- Political Rallies
- Any event with greater than 2,500 people at any one time (including otherwise acceptable events)
- Any event with liquor provided by the Insured if a license is required for such activity.

B. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) related to your special events, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

C. SCHEDULE OF SPECIAL EVENTS:

Event(s)	Date(s)
Street Cultural Event	07/01/2021 07/01/2022

This endorsement is not intended to replace, supersede or provide additional coverage or limits for a special event(s) if there is a separate policy in place providing coverage for the same special event(s).



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Russ Martin

Address of applicant: 8 Tuckerman Ia. Amherst MA. 01002

Phone # of applicant: 203-641-1731

Name of organization: Money Game LLC

Name of legally responsible person: Russ Martin

Location of assembly: Avenue A sidewalks Unity Park

Date of assembly: Avenue A Sidewalks: 3/30/22, Unity Park 4/1/22, 4/8/22

Time of assembly: Begin: 3/30, 4/1, 7AM 4/8 1PM End: 8PM all days

Number of expected participants: 22-26

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Filming scenes for a feature film based in Turners Falls. Avenue A sidewalks between first street and Canal street, visiting local businesses

(3/30/22) will be scene of a family walking down the street.

Unity Park (4/1) will be a young couple playing basketball

Unity Park (4/8 will be a young couple walking along the river.

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

*****Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2022

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PRODUCER Film Emporium, Inc. 1890 Palmer Ave #403 Larchmont, NY 10538 Phone No. (914) 833-2433 Fax No.	CONTACT NAME: Darren Henshaw PHONE (A/C, No., Ext): (914) 833-2433 FAX (A/C, No.): (914) 833-2430 E-MAIL ADDRESS: darren@filmemporium.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : AGL - American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER B : ZAI - Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AGL - American Guarantee and Liability Insurance Company	26247	INSURER B : ZAI - Zurich American Insurance Company	16535	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														

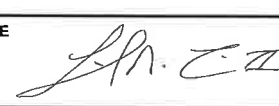
COVERAGES **CERTIFICATE NUMBER: 949979** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

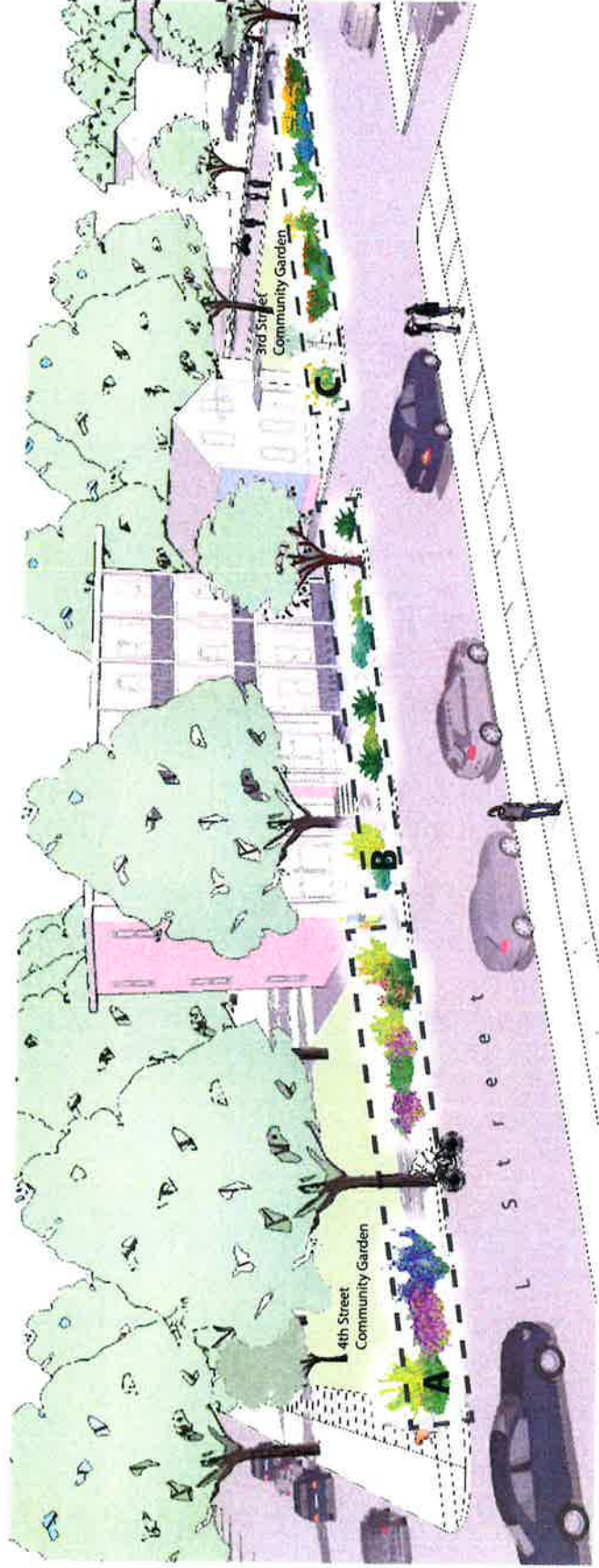
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
ZAI	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		FLM3426163-00	03/17/2022	03/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
ZAI	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	X		FLM3426163-00	03/17/2022	03/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Included BODILY INJURY (Per accident) \$ Included PROPERTY DAMAGE (Per accident) \$ 125,000 <small>Max per Auto Max Aggregate</small> 500,000
AGL	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS1190827-00	03/17/2022	03/17/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
ZAI	Inland Marine			FLM3426163-00	03/17/2022	03/17/2023	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
 Certificate Holder is named as an Additional Insured and Loss Payee as their interests may appear. Production Money Game

 All coverages expire at 12:01 a.m. Standard Time.

CERTIFICATE HOLDER Avenue A sidewalks 1st street and 11th street Turner Falls, MA 01376 United States Of America Phone No. Fax No.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

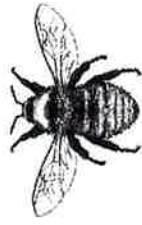
L Street Pollinator Corridor



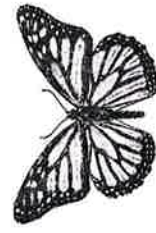
Massachusetts
Threatened
Pollinators



Half-black Bumblebee
Bombus vagans



Golden Northern Bumblebee
Bombus fervidus



Monarch Butterfly
Danaus plexippus

- A** **Pollinator supported:**
Monarch Butterfly (*Danaus plexippus*)
Plants:
Butterfly Weed (*Asclepias tuberosa*)
Common Milkweed (*Asclepias syriaca*)
Yellow Wild Indigo (*Baptisia tinctoria*)
Blue Wild Indigo (*Baptisia australis*)
Early Goldenrod (*Solidago juncea*)
- B** **Pollinator supported:**
Half-black Bumblebee (*Bombus vagans*)
Plants:
Heart-leaved American Aster (*Symphotrichum cordifolium*)
Calico Aster (*Symphotrichum lateriflorum*)
Purple Giant Hyssop (*Agastache scrophulariifolia*)
Golden Alexander (*Zizia aptera*)
Northeastern Beardtongue (*Penstemon hirsutus*)
- C** **Pollinator supported:**
Golden Northern Bumblebee (*Bombus fervidus*)
Plants:
Wild Bergamot (*Monarda fistulosa*)
Pasture Thistle (*Cirsium pumilum*)
Purple Giant Hyssop (*Agastache scrophulariifolia*)
Purple Coneflower (*Echinacea purpureum*)
Blazing Star (*Liatriis novae-angliae*)



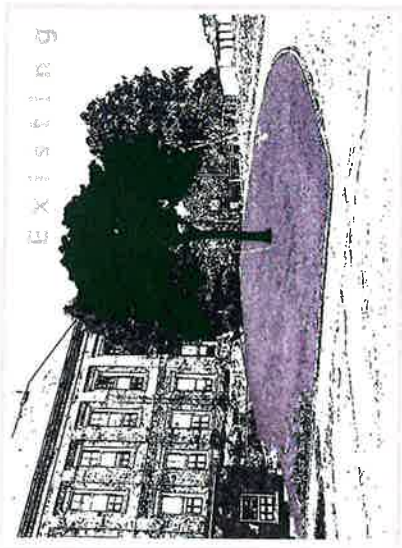
The BRICK HOUSE

P R O T E A N G A R D E N

3.14.22



Town Hall Pollinator Garden



American Bumblebee
(*Bombus pensylvanicus*)



Yellow-banded Bumblebee
(*Bombus terricola*)



New Jersey Tea Inchworm
(*Apodrepanulatrix liberaria*)



Frosted Elf
(*Callophrys irus*)

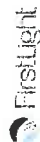
- Plants**
- Yellow Wild Indigo
 - Wrinkleleaf Goldenrod
 - Zigzag Goldenrod
 - Showy Goldenrod
 - Butterfly Weed
 - Shrubby St. John's Wort
 - Anise Hyssop
 - New Jersey Tea
 - Wild Columbine
 - Sundial Lupine
 - Mountain Mint
 - Garden Phlox

- Baptisia tinctoria*
- Solidago rugosa*
- Solidago flexicaulis*
- Solidago* spp.
- Asclepias tuberosa*
- Hypericum prolificum*
- Agastache foeniculum*
- Ceanothus americanus*
- Aquilegia canadensis*
- Lupinus perennis*
- Pycnanthemum flexuosum*
- Phlox paniculata*

- Shrubs**
- Shadblow Serviceberry
 - Black Chokeberry
 - Wild Raisin Viburnum

- Trees**
- Styphnolobium japonicum*

THE BRICK HOUSE



P R O T E C T A N G A R D E N



8A

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1263

General Information:

Full name of employee: <u>Timothy Little</u>	Department: <u>WPCF</u>
Title: <u>WPCF Foreman</u>	Effective date of change: <u>3/29/2022</u>

New Hire:

Permanent: <u>Y</u> N	If temporary, estimated length of service: _____
Hours per Week: _____	Union: _____
Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Board Authorizing: _____	Date of Meeting: _____

Grade/Step/COLA Change:

Union: <u>NAGE</u> ✓
^{UF} Old Pay: Grade <u>E</u> Step <u>9</u> Wage Rate: <u>27.34</u> (annual/ <u>hourly</u>)
New Pay: Grade <u>F</u> Step <u>3</u> Wage Rate: <u>28.72</u> (annual/ <u>hourly</u>)
Notes: <u>Promotion to open position</u>

Termination of Employment:

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

Other:

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

Copies to:

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

CELL PHONE STIPEND AUTHORIZATION REQUEST

Application Date: 3/24/2022

Employee Name:
Timothy Little

Department:
WPCF

Please estimate work time percentage spent "out of office" weekly/monthly.
75 % (weekly) works in field most of
" " % (monthly) the day.

Prioritize those situations which are critical to your being reached while out of the office. It will be expected that cell phones are on while away from your office.

- works in field, away from phones most of the day
- deals w/ vendors during + after hours for scheduling
- deals w/ emergency call-in's after hours
- deals w/ staff after hours and meetings

Do you currently use a cell phone for work purposes? YES X NO _____

If yes, estimate how many minutes per month? ~240

Reserved for use by Board of Selectmen:

Approved by Selectmen: Effective Date: _____

Disapproved by Selectmen: Voted: _____

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.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF MONTAGUE POLICE DEPARTMENT (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MENTAL HEALTH MMARS Department Code: DMH	
Legal Address: (W-9, W-4): 180 TURNPIKE ROAD, TURNERS FALLS MA 01376		Business Mailing Address: 25 STANIFORD STREET, BOSTON MA 02114	
Contract Manager: LT CHRISTOPHER BONNETT	Phone:	Billing Address (if different):	
E-Mail: cbonnett@montague.net	Fax:	Contract Manager: MICH RYGIEL	Phone:
Contractor Vendor Code: VC6000191893		E-Mail: michleen.rygiel@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD004 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): DMHMAJAILDIV18TO2701	
		RFR/Procurement or Other ID Number: BD-18-1022-DMH08-8210B-21306	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Data, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> 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. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ 200,000.00 _____			
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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> 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.) JAIL DIVERSION PROGRAM TRAINING REIMBURSEMENT PROJECT			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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 <u>NOVEMBER 1, 2026</u> , 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: <u>Richard Kuklewicz</u> Print Title: <u>Selectboard Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>THUY NGUYEN</u> Print Title: <u>DIRECTOR OF ACCOUNTING</u>	

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME : Town of Montague Police Department
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
Christopher Williams	Chief of Police
Christopher Bonnett	Lieutenant of Police

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.

Signature

Date: 3/28/2022

Title: Selectboard Chair

Telephone: (413) 863-3200

Fax: (413) 863-3231

Email: selectscity@montague-ma.gov

[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.

ARPA Spending Plan and Allocation Strategy

Draft Scenario for Discussion Only: Rev. 03.24.22

Available Funds \$ **2,402,826**

Currently Obligated		Current	Net Expected	Factor w/out ARPA	
a	Long Term Control Plan Study	\$ 49,900	\$ 49,900	lease cost	540000
b	Montague Collection System Study	\$ 250,000	\$ 52,000	STM Article	108000
c	COVID Test Kits	\$ 18,450	\$ 18,450		
	Remaining Balance	\$ 2,084,476	\$ 2,282,476	Future Outlay	432000

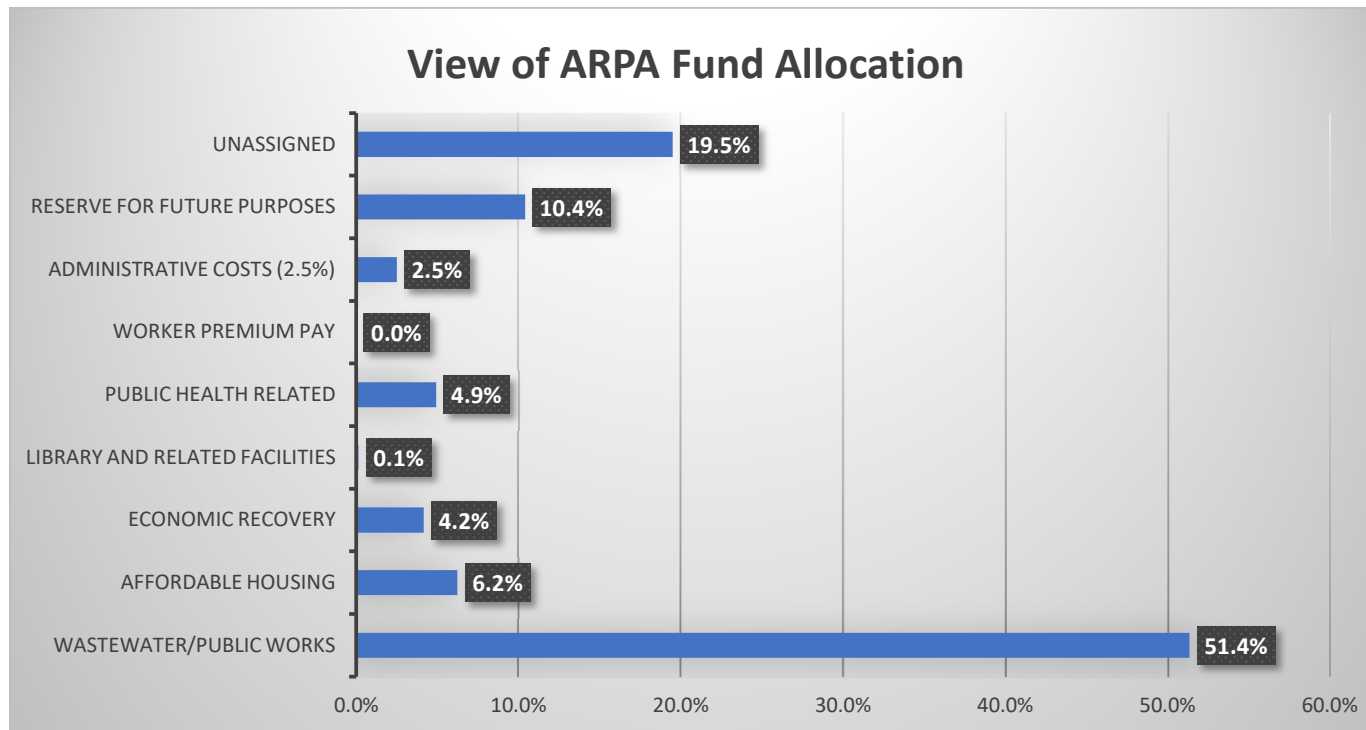
Requests Under Consideration		Padded	Expected	Factor w/ ARPA	
d	WPCF Screw Pumps	\$ 800,000	\$ 745,000	outright cost	495000
e	Factor Truck	\$ 400,000	\$ 387,000	- STM Article	108000
	Remaining Balance	\$ 884,476	\$ 1,150,476	Net Expected	387000

Other Proposed Uses		Request
f	Affordable Housing Funds	\$ 150,000
g	Business/Downtown Development	\$ 100,000
h	Library Tent	\$ 3,500
i	Library System Planning	
j	Old Montague TH Improvements	
k	Public Health Programs	
l	COVID Test Kits	\$ 18,450
m	COVID Contingency	\$ 100,000
n	Worker Premium Pay	
o	Administrative Costs (2.5%)	\$ 60,071
p	Reserve for Future Purposes	\$ 250,000
	subtotal	\$ 682,021

View of ARPA Fund Allocation

Interactive Tool Allows Revision and Scenario Testing

		Expected or Proposed	% of Available Funds
a,b,d,e	Wastewater/Public Works	\$ 1,233,900	51.4%
f	Affordable Housing	\$ 150,000	6.2%
g	Economic Recovery	\$ 100,000	4.2%
h,i,j	Library and Related Facilities	\$ 3,500	0.1%
k,l,m	Public Health Related	\$ 118,450	4.9%
n	Worker Premium Pay		0.0%
o	Administrative Costs (2.5%)	\$ 60,071	2.5%
p	Reserve for Future Purposes	\$ 250,000	10.4%
	Unassigned	\$ 468,455	19.5%



ARPA Spending

Obligated and Requested Wastewater Investments

This is a scenario, not necessarily a proposal for ARPA spending

Available Funds \$ **2,402,826**

Currently Obligated

Long Term Control Plan Study	\$	49,900
5th Street PedX Bridge Utilities	\$	491,493
Sub-total	\$	1,861,433

Proposed Grant Match

DEP Asset Mgmt Planning Grant		\$	100,000
CSO Modeling & Alt Analysis			
Millers Falls I&I Investigation			
Sub-total	\$	1,761,433	

Current Year Capital Requests

WPCF Screw Pumps	\$	750,000
WPCF Generator	\$	130,000
Vactor Truck	\$	500,000
Remaining	\$	381,433



Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301
www.fрта.org Tel: (413)774-2262 Fax: (413)772-2202

MEETING NOTICE

**The Advisory Board
Of the
FRANKLIN REGIONAL TRANSIT AUTHORITY**

Thursday, March 17, 2022
4:00 p.m. – 5:00 p.m.

**You may join the meeting from your computer, tablet or smartphone at:
<https://us02web.zoom.us/j/81583176181?pwd=MDIvRHFBbDdJODFDMmJHSHhoYm1HUT09>**

**You can also dial in by your location:
1 (646) 876-9923 (New York), or
1 (301) 715-8592 (Washington D.C.)
Meeting ID: 815 8317 6181
Passcode: 349389**

AGENDA

1. Introductions (2 minutes)
2. Review and Vote to Accept Minutes from November 18, 2021 (3 minutes)
3. Old Business: Update on HST and Legislative Task Force (5 minutes)
4. Maintenance Facility Project Update (10 minutes)
5. Discussion/Update on Discretionary Grant and Workforce Transportation Grant (10 minutes)
6. Discussion/Update on Comprehensive Regional Transit Plan and Weekend Fixed Route Service (5 minutes)
7. Discussion/Update on Public Hearings (5 minutes)
8. New Business: Review Advisory Board By-Laws (10 minutes)
9. Transit Advisory Committee Updates (5 minutes)
10. FRTA Updates (5 minutes)
11. Discussion of any subject not anticipated prior to the notice being sent to the Advisory Board Members pursuant to Article II, section 4 of the by-laws or anticipated 48 hours prior to the meeting pursuant to the Open Meeting Law or a subject which cannot be delayed until the next Advisory Board meeting, including the need for an executive session.

12A

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Wednesday, March 23, 2022 1:59 PM
To: WendyB-Montague Selectboard
Cc: Jonathan Dobosz
Subject: TA Business - supplemental funds for Unity Park Sealing and Painting
Attachments: Bid Summary 03.23.2022.xlsx

Hi Wendy

Under TA Business next Monday, please include the following:

“Unity Park Sealing/Painting Project: Request for use of Bid Overrun Account Funds up to \$3,412.75”

As detailed in the attached bid summary, the combined cost of the base bid plus alternates is \$17,500, with an appropriation of \$15,000 available for the project. This added financial support would enable award of bid alt 2, repainting of the hopscotch areas, and leave additional funding for any unanticipated crack sealing that may be advisable at a cost of \$25 linear ft.

Please include this email with the bid results in the meeting packet.

Steve

Bid Results Summary: Unity Park Surfaces - Paint and Re-Sealing

Date: 03.23.2022

Bid Opening Location: Town Hall Annex

Company Name	Bid Opening Attendee	Base Bid	Alt 1	Alt 2	Other pricing	Submission Complete?
East Coast Seal Coating, Inc.	None	\$ 10,000	\$ 4,000	\$ 3,500	\$25/linear foot for added crack sealing	Yes
H. M. Nunes and Sons	Christine LeBlanc	\$ 30,000	\$ 10,000	\$ 2,000	\$60/linear foot for added crack sealing	Yes



Shaun A. Suhoski, Town Manager

Email: ssuhoski@townofathol.org

Bridget A. Sullivan, Executive Asst.

Email: bsullivan@townofathol.org

VIA EMAIL: Michael.Rodrigues@masenate.gov
Aaron.M.Michlewitz@mahouse.gov

March 23, 2022

The Honorable Aaron Michlewitz
Chair, House Committee on Ways and Means
The Honorable Michael Rodrigues
Chair, Senate Committee on Ways and Means
State House, Boston, MA

RE: S-2660 and H-4440: An act relative to host community agreements

Dear Chair Michlewitz and Chair Rodrigues,

I write to express the Town of Athol's deep concern over two companion bills (S-2660 and H-4440) that were recently reported out of the Joint Committee on Cannabis Policy and sent to the House and Senate Ways and Means committees. These bills are a compilation of various pieces of legislation that would significantly impact cities and towns that worked to embrace the cannabis industry through negotiated host community agreements.

As in Athol, I would surmise that many select boards, city councils, town managers and mayors negotiated in good faith with the cannabis industry (some with budgets larger than the municipality itself) to reach agreements mutually beneficial to the new industry and its host community. Now, years into the licensing and start-up of the industry, municipalities will face an *ex post facto* review of these contracts in a new and even more complex regulatory scheme.

Upending over 1,000-plus contracts across the Commonwealth by enacting a bill with an effective date in 2016 – nearly six years prior – will create confusion for all parties and potentially spawn ill-will and legal challenges that are unnecessary. Contract law falls under the jurisdiction of the judiciary. Having the CCC assume and usurp home rule is a troubling specter and should be rejected.

There is good intent in the package. From a municipal perspective, I would amplify the commentary recently submitted by the Mass. Municipal Association, and offer the following comments:

- **Host Community Agreements:** Existing agreements should be honored. Current law mandates that they sunset after five years in any event. Any changes should be made on a going-forward basis but with a clear framework that all parties can rely upon with certainty.
- **Social Equity Provisions:** A state-wide program is preferred. Having 351 different jurisdictions interpreting or modifying the program would seem to create inequity. Smaller towns lack administrative capacity and will benefit from a consistent state-wide protocol.

The Honorable Aaron Michlewitz
The Honorable Michael Rodrigues
March 23, 2022
Page two

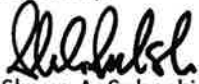
- **On-site Consumption:** The Athol Board of Selectmen has not yet discussed this particular topic, however, I am confident stating that the Town would support at least having the ability for its residents to “opt-out” of on-site consumption through the ballot initiative.

In sum, the efforts and language to create a Social Equity Trust Fund to offer grants and loans to Economic Empowerment or Social Equity participants is laudable and should be pursued; but not by negating the more than one thousand existing host community agreements.

As the MMA stated in its testimony, municipal officials – and this town manager – would welcome the opportunity to work collaboratively legislative staff to create more feasible alternatives that provide a clear and consistent road map for all parties.

Contact me directly at 978-721-8451 or via email to suhoski@townofathol.org with any questions or if more information is needed. I certainly appreciate your time and consideration and thank you for your service to the Commonwealth.

Sincerely,



Shaun A. Suhoski
Town Manager

Email: House Vice Chair Ann-Margaret Ferrante: Ann-Margaret.Ferrante@mahouse.gov
Senate Vice Chair Cindy F. Friedman: Cindy.Friedman@masenate.gov
State Sen. Anne Gobi: anne.gobi@masenate.gov
State Sen. Jo Comerford: jo.comerford@masenate.gov
State Rep. Susannah Whipps: Susannah.whipps@mahouse.gov
Athol Board of Selectmen
Mass. Municipal Association
Small Town Administrators of Mass.
Rural Policy Advisory Commission

SENATE No. 2660

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Second General Court
(2021-2022)**

SENATE, February 7, 2022.

The committee on Cannabis Policy, to whom was referred the petitions (accompanied by bill, Senate, No. 63) of Nick Collins, Michael O. Moore, Sonia Chang-Diaz, Adam G. Hinds and others for legislation to promote social equity and economic empowerment in the cannabis industry; (accompanied by bill, Senate, No. 65) of Julian Cyr relative to social consumption sites; (accompanied by bill, Senate, No. 67) of Julian Cyr for legislation relative to host community agreements; (accompanied by bill, Senate, No. 68) of Diana DiZoglio for legislation to encourage transparency in host community agreements; (accompanied by bill, Senate, No. 72) of Patricia D. Jehlen, Sonia Chang-Diaz and Adam Gomez for legislation to ensure equitable host community agreements and increase small business opportunity; and (accompanied by bill, Senate, No. 77) of Susan L. Moran for legislation to support partnerships between the cannabis industry and municipalities, reports the accompanying bill (Senate, No. 2660).

For the committee,
Sonia Chang-Diaz

SENATE No. 2660

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Second General Court
(2021-2022)**

An Act relative to social equity and host community agreements in the cannabis industry.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Section 1 of chapter 64N of the General Laws, as appearing in the 2020
2 Official Edition, is hereby amended by adding the following 2 subsections:-

3 (c) “Social equity business”, a marijuana establishment with at least 51 per cent majority
4 ownership of individuals who are eligible for the social equity program under section 22 of
5 chapter 94G or whose ownership is qualified as an economic empowerment priority applicant as
6 defined in 935 CMR 500.

7 (d) “Social equity program”, the program administered by the Massachusetts cannabis
8 control commission, pursuant to section 22 of chapter 94G, to provide training and technical
9 assistance to eligible applicants, potential applicants, and licensees from communities that have
10 previously been disproportionately harmed by marijuana prohibition and enforcement.

11 SECTION 2. Section 2 of said chapter 64N, as so appearing, is hereby amended by
12 inserting after the word “products”, in line 6, the following words:-

13 ; provided however, that 1 per cent of the 10.75 per cent of total sales price collected
14 from a marijuana retailer that is a social equity business, as defined in section 1, shall be
15 distributed to the city or town that hosts said social equity business, with the remaining 9.75 per
16 cent being distributed to the marijuana regulation fund as provided in section 14 of chapter 94G.

17 SECTION 3. Section 3 of Chapter 94G is hereby amended by striking subsection (b) and
18 inserting in place thereof the following:-

19 (b) The city council of a city and the board of selectmen or town council of a town shall,
20 upon the filing with the city or town clerk of a petition meeting the requirements of this
21 subsection and signed by not fewer than 10 per cent of the number of voters of such city or town
22 voting at the preceding biennial state election, request that the question of whether to allow, in
23 such city or town, the sale of marijuana and marijuana products for consumption on the premises
24 where sold be submitted to the voters of such city or town, shall cause the following question to
25 be placed on the ballot:

26 "Shall this [city or town] allow the sale of marijuana and marijuana products, as those
27 terms are defined in G.L. c.94G, §1, for consumption on the premises where sold, a summary of
28 which appears below?"

29 A fair and concise summary of the question shall be prepared by the city solicitor or town
30 counsel.

31 If a majority of the votes cast in the city or town are not in favor of allowing the
32 consumption of marijuana or marijuana products on the premises where sold, such city or town
33 shall not have authorized the consumption of marijuana and marijuana products on the premises
34 where sold.

35 The petition shall be on a form prepared by the secretary of the commonwealth, and shall
36 be submitted forthwith after filing to the board of registrars or election commissioners who shall
37 have seven days after receipt to certify the signatures of registered voters. Upon certification of
38 the signatures, the question shall be placed upon the ballot at the next occurring regular
39 municipal or state election, provided that the question may only appear on a municipal ballot for
40 an election to be held at least 35 days after certification. To have the question appear on the
41 biennial state election, the city or town clerk must provide notice, including the ballot question
42 and summary as prepared by the city solicitor or town counsel, to the secretary of the
43 commonwealth no later than the first Wednesday in August before that election.

44 As an alternative to a local voter initiative petition, a city or town may, through an
45 ordinance or by-law, allow the consumption of marijuana or marijuana products on the premises
46 where sold. No local voter initiative shall be required if the sale of marijuana and marijuana
47 products for consumption on the premises is authorized by local law.

48 SECTION 4. Section 3 of chapter 94G of the General Laws, as so appearing, is hereby
49 amended by striking out subsection (d) and inserting in place thereof the following subsection:-

50 (d)(1) A marijuana establishment or a medical marijuana treatment center, as defined in
51 section 1 of chapter 94I, seeking to operate or continue to operate in a municipality which
52 permits such operation shall negotiate and execute an agreement with the host community setting
53 forth the conditions to have a marijuana establishment or medical marijuana treatment center
54 located within the host community which shall include, but not be limited to, all stipulations of
55 responsibilities between the host community and the marijuana establishment or medical
56 marijuana treatment center.

57 (2)(i) Notwithstanding any general or special law to the contrary, an agreement between a
58 marijuana establishment or a medical marijuana treatment center and a host community may
59 include a community impact fee for the host community; provided, however, that no agreement
60 shall include a community impact fee after the fifth year of operation of a marijuana
61 establishment or a medical marijuana treatment center; provided further, that the community
62 impact fee shall be reasonably related to the costs imposed upon the municipality in the
63 preceding year by the operation of the marijuana establishment or medical marijuana treatment
64 center, in addition to costs that would be created by a non-cannabis business entity, as
65 documented pursuant to subparagraph (iii), and shall not amount to more than 3 per cent of the
66 gross sales of the marijuana establishment or medical marijuana treatment center or be effective
67 for longer than a single 5-year term; provided further, that the 5-year term shall commence on
68 the date the marijuana establishment or medical marijuana treatment center is granted a final
69 license by the commission; and provided further, that a host community shall not mandate a
70 certain percentage of total sales as the community impact fee.

71 (ii) Notwithstanding any general or special law to the contrary, the community impact fee
72 shall encompass all payments and obligations, including, but not limited to, monetary payments,
73 in kind contributions and charitable contributions by the marijuana establishment or medical
74 marijuana treatment center to the municipality or any other organization pursuant to negotiations
75 with the host community; provided, that any payment of the community impact fee shall be due
76 annually to the host community, with the first payment occurring no sooner than upon the first
77 renewal by the commission of a final license to operate the marijuana establishment or medical
78 marijuana treatment center; provided, further, that any other contractual financial obligation that
79 is explicitly or implicitly a factor considered in or is a condition of an agreement shall not be

80 enforceable; and provided further, that nothing shall preclude a marijuana establishment or a
81 medical marijuana treatment center from voluntarily providing or require a marijuana
82 establishment or a medical marijuana treatment center to provide organizations with in-kind
83 contributions and charitable contributions after the execution of the host agreement.

84 (iii) Any cost to a city or town imposed by the operation of a marijuana establishment or
85 medical marijuana treatment center shall be documented by the city or town and transmitted to
86 the licensee not later than 1 month after the date of the annual renewal of a final license to
87 operate the marijuana establishment or medical marijuana treatment center, and shall be a public
88 record as defined by clause Twenty-sixth of section 7 of chapter 4.

89 (iv) A licensee may bring a breach of contract action against a city or town and recover
90 damages, attorneys' fees, and other costs associated with community impact fees, if the
91 information documented and transmitted by a city or town pursuant to clause (iii) is not
92 reasonably related to the actual costs imposed upon the city or town in the preceding year by the
93 operation of the marijuana establishment or medical marijuana treatment center. Any decision of
94 the commission relative to a hearing conducted pursuant to this clause shall be appealable to the
95 superior court in the county in which the municipality is located and the court shall renew the
96 decision de novo.

97 (3) The commission shall review each agreement required by this subsection prior to a
98 licensee's submission of a complete marijuana establishment license application; provided, that
99 the commission shall not approve a final license application unless the commission certifies that
100 the agreement complies with this section.

101 (4) Terms and conditions related to the community impact fee shall be severable from an
102 agreement. If a term or condition related to the community impact fee is struck by the
103 commission, all remaining provisions of the agreement shall remain in full force and effect. No
104 applicant, licensee or holder of a provisional or final certificate of registration shall be denied a
105 license, registration or renewal thereof by the commission on the sole basis of an agreement
106 containing an invalid term or condition related to the community impact fee.

107 (5) An agreement required by this subsection may be waived at the discretion of the host
108 community; provided, however, that the host community shall submit to the commission a
109 written waiver executed by the host community and the marijuana establishment or medical
110 marijuana treatment center.

111 (6) Notwithstanding any general or special law to the contrary, all host communities shall
112 establish procedures and policies to promote and encourage full participation in the regulated
113 marijuana industry by people from communities that have previously been disproportionately
114 harmed by marijuana prohibition and enforcement and to positively impact those communities;
115 provided, that the commission shall, pursuant to subsection (a1/2) of section 4 this chapter,
116 establish a minimum acceptable standard for such procedures and policies. If a municipality does
117 not establish procedures or policies and fails to provide documentation and notice to the
118 commission under this section by or before July 1, 2023, the host community shall deposit the
119 community impact fees received from the marijuana establishment or medical marijuana
120 treatment center operating within its community into the Cannabis Social Equity Trust Fund
121 established in subsection (c) of section 14 until such policies and procedures are implemented.

122 (7) If a licensee submits a petition to the commission and demonstrates that a host
123 community has not provided the documentation and notice or implemented the policies and
124 procedures required by paragraph (6), a social equity program participant or an economic
125 empowerment priority applicant may petition the commission to consider the application without
126 verifying compliance with this subsection or paragraph (1) of subsection (b) of section 5. The
127 commission may act on the application in accordance with subsection (a) of section 5; provided
128 that the commission verifies with the municipality that the applicant is in compliance with local
129 zoning laws and the host community agreement requirement or receives written documentation
130 of a waiver prior to granting the applicant their final license.

131 (8) The commission shall promulgate rules and regulations necessary to carry out this
132 subsection, including but not limited to paragraph (6).

133 SECTION 5. Subsection (a) of section 4 of said chapter 94G, as so appearing, is hereby
134 amended by striking out clauses (xxvii) and (xxviii) and inserting in place thereof the following
135 6 clauses:-

136 (xxvii) monitor any federal activity regarding marijuana;

137 (xxviii) adopt, amend or repeal regulations for the implementation, administration and
138 enforcement of this chapter;

139 (xxix) review and certify host community agreements pursuant to paragraph (3) of
140 subsection (d) of section 3;

141 (xxx) regulate and enforce all host community agreements described in section 3;

142 (xxxi) approve procedures and policies enacted by municipalities to promote and
143 encourage full participation in the regulated marijuana industry during negotiations of host
144 community agreements with social equity program participants and economic empowerment
145 priority applicants, including a minimum acceptable standard for said policies; and

146 (xxxii) prioritize social equity program participants and economic empowerment priority
147 applicants and any other class of applicants the commission deems eligible for expedited review
148 during an evaluation of applications.

149 SECTION 6. Subsection (a 1/2) of said section 4 of said chapter 94G, as so appearing, is
150 hereby amended by striking out clauses (xxxiii) and (xxxiv) and inserting in place thereof the
151 following 6 clauses:-

152 (xxxiii) requirements that prohibit marijuana product manufacturers from altering or
153 utilizing commercially-manufactured food products when manufacturing marijuana products
154 unless the food product was commercially manufactured specifically for use by the marijuana
155 product manufacturer to infuse with marijuana; provided, however, that a commercially-
156 manufactured food product may be used as an ingredient in a marijuana product if: (i) it is used
157 in a way that renders it unrecognizable as the commercial food product in the marijuana product;
158 and (ii) there is no statement or advertisement indicating that the marijuana product contains the
159 commercially-manufactured food product;

160 (xxxiv) energy and environmental standards for licensure and licensure renewal of
161 marijuana

162 establishments licensed as a marijuana cultivator or marijuana product manufacturer;

163 (xxxv) criteria for allowing marijuana establishments and medical marijuana treatment
164 centers to satisfy their positive impact plan requirement for licensure in part by donating a
165 percentage of their revenue to the Cannabis Social Equity Trust Fund;

166 (xxxvi) requirements and procedures for host community agreements, including without
167 limitation criteria for calculating community impact fees, consistent with subsection (d) of
168 section 3;

169 (xxxvii) criteria for reviewing and certifying host community agreements and community
170 impact fees; and

171 (xxxviii) requirements for procedures and policies enacted by municipalities to promote
172 and encourage full participation in the regulated marijuana industry during negotiations of host
173 community agreements with social equity program participants and economic empowerment
174 priority applicants; provided, that the commission shall promulgate advisory guidelines and best
175 practices for municipalities, including but not limited to a minimum acceptable standard for said
176 policies.

177 SECTION 7. Subsection (b) of section 14 of said chapter 94G, as so appearing, is hereby
178 amended by inserting, in line 15, after the word "132B", the following words:-

179 ; provided, however, that 20 per cent of the fund shall be transferred to the Cannabis
180 Social Equity Trust Fund established in subsection (c).

181 SECTION 8. Said section 14 of said chapter 94G, as so appearing, is hereby further
182 amended by adding the following subsection:-

183 (c)(1) There shall be established and set up on the books of the commonwealth a
184 Cannabis Social Equity Trust Fund, for the purpose of making grants and loans, including no-
185 interest loans and forgivable loans, to social equity program participants and economic
186 empowerment priority applicants to encourage the full participation of entrepreneurs from
187 communities that have been disproportionately harmed by marijuana prohibition and
188 enforcement. The fund shall be administered by the executive office of housing and economic
189 development, through the Cannabis Social Equity Trust Fund board established in paragraph (3).
190 Monies remaining in this fund at the end of any fiscal year shall not revert to the General Fund.

191 (2) The executive office of housing and economic development, in consultation with the
192 commission, shall promulgate regulations governing the structure and administration of the fund.
193 The fund shall consist of revenues collected by the commonwealth including: (i) funds
194 transferred pursuant to subsection (b); and (ii) any funds from private sources such as gifts,
195 grants and donations. The regulations shall include, but not be limited to, requirements for
196 businesses to apply to receive a grant or loan and regulations pertaining to marijuana
197 establishments or medical marijuana treatment centers that default on their loans as defined by
198 the Board and a process by which a license is sold as a result of a licensee's default on a loan.

199 (3) There shall be a Cannabis Social Equity Trust Fund board consisting of individuals
200 from and with experience advocating on behalf of communities that have been disproportionately
201 harmed by marijuana prohibition and enforcement. The board shall be comprised entirely of
202 individuals from communities that have previously been disproportionately harmed by marijuana
203 prohibition and enforcement and shall consist of: 1 person appointed by the governor with a
204 background in the cannabis industry, who shall serve as chair; 1 person appointed by the
205 treasurer and receiver-general with a background in the finance industry or commercial lending

206 industry; 1 person appointed by the attorney general with a background in business development
207 or entrepreneurship; 1 person appointed by the senate president with relevant experience; and 1
208 person appointed by the speaker of the house of representatives with relevant experience. Board
209 members shall serve 2-year terms; provided, however, that at the end of a term a board member
210 may be reappointed once by their appointing authority; provided further, that any absence in a
211 seat on the board shall be filled by the appropriate appointing authority within 60 days. The
212 appointing authority may remove a board member who was appointed by that appointing
213 authority for cause. Before removal, the board member shall be provided with a written
214 statement of the reason for removal and an opportunity to be heard. The board shall make
215 recommendations to the executive office of housing and economic development on regulations
216 for the Cannabis Social Equity Trust Fund and the criteria for making loans and grant funds
217 available. The board shall be responsible for the selection of individual fund recipients, award
218 values, and conditions. Board members may, at the discretion of the secretary of housing and
219 economic development, receive stipends in compensation for their time and service under section
220 4 of chapter 7. Board members may be employed by another business that does not conflict with
221 the duties of their office.

222 SECTION 9. Said chapter 94G of the General Laws is hereby amended by adding the
223 following section:-

224 Section 22. The commission shall administer a social equity program, consistent with
225 regulations promulgated pursuant to subsection (a $\frac{1}{2}$)(iv) of section 4, to encourage and enable
226 full participation in the marijuana industry by people from communities that have previously
227 been disproportionately harmed by marijuana prohibition and enforcement and to positively
228 impact those communities. The program shall offer technical assistance and training to

229 entrepreneurs certified as economic empowerment priority applicants and other criteria
230 determined by the commission. The commission may promulgate regulations necessary for the
231 implementation of this section.

232 SECTION 10. Section 22 of Chapter 270 of the General Laws is hereby amended by
233 inserting after the definition of “lodging home” the following new definition:-

234 ““Licensed marijuana social consumption establishment”, a facility or venue approved by
235 the Cannabis Control Commission for sale of marijuana for consumption on the premises.”

236 and in subsection (c) by inserting after paragraph (5) the following new paragraph:-

237 (5½) “A licensed marijuana social consumption establishment.”.

238 SECTION 11. The cannabis control commission shall establish a safe harbor period
239 during which host communities, marijuana establishments and medical marijuana treatment
240 centers shall renegotiate in good faith any existing host community agreement that is out of
241 compliance with this act, to bring terms into compliance with chapter 94G of the General Laws.
242 No party shall be permitted to bring suit for breach of contract or any other issue related to the
243 negotiation or implementation of a host community agreement during this period.

244 The commission shall review all host community agreements that have received their
245 final license and commenced operations as of the effective date of this act and strike any
246 provision of a host community agreement that is not in compliance with subsection (d) of section
247 3 of said chapter 94G. Following the review, each host community that is not in compliance
248 shall, in a timely manner and subject to the safe harbor period provisions established by the
249 commission, renegotiate the host community agreement with the marijuana establishment or

250 medical marijuana treatment center; provided, that the 5-year term during which a host
251 community may receive a community impact fee pursuant to paragraph (2)(i) of subsection (d) of
252 section 3 of said chapter 94G shall commence on the date the marijuana establishment or
253 medical marijuana treatment center was first granted a final license by the commission. On
254 receipt of notice from the municipality and the applicant or licensee that a renegotiated
255 agreement has been executed, the commission shall review and certify the renegotiated
256 agreement pursuant to paragraph (3) of said subsection (d) of said section 3 of said chapter 94G.

257 After the safe harbor period, if a host community and marijuana establishment or medical
258 marijuana treatment center that has received its final license and commenced operations, but
259 whose host community agreement has not been certified by the commission, do not successfully
260 renegotiate the host community agreement, the marijuana establishment or medical marijuana
261 treatment may do either or both of the following: (1) bring suit against the host community for
262 breach of contract and recovery of reasonable attorney's fees; (2) relocate to a new city or town
263 and receive expedited review of their application by the commission; provided, that once the
264 marijuana establishment or medical marijuana treatment center enters into a host community
265 agreement with the new city or town and the agreement is certified by the commission, pursuant
266 to paragraph (3) of said subsection (d) of said section 3 of said chapter 94G, the commission
267 shall reissue the final license in a timely manner.

268 After the safe harbor period, if a host community and marijuana establishment or medical
269 marijuana treatment center whose host community agreement was found by the commission to
270 be out of compliance with the provisions of section 3 of chapter 94G do not successfully
271 renegotiate the host community agreement , the host community who has an executed host
272 community agreement with a marijuana establishment or medical marijuana treatment center

273 who has commenced operations may: (1) bring suit against the marijuana establishment or
274 medical marijuana treatment center for breach of contract; or (2) negotiate a new host
275 community agreement with another marijuana establishment or medical marijuana treatment
276 center and receive expedited review of that application by the commission; provided, that once
277 the host community enters into a new host community agreement with a marijuana establishment
278 or medical marijuana treatment center, and the agreement is certified by the commission
279 pursuant to paragraph (3) of said subsection (d) of said section 3 of said chapter 94G, the
280 commission shall reissue the final license in a timely manner.

281 If a host community and a marijuana establishment or medical marijuana treatment center
282 that has not commenced operations as of the effective date of this act but that have executed a
283 host community agreement, either party may petition the cannabis control commission to review
284 the host community agreement, during the safe harbor period, for compliance with subsection (d)
285 of section 3 of chapter 94G, and the commission may strike any provision that is not in
286 compliance. Following the petitioned review by a host community, marijuana establishment, or
287 medical marijuana treatment center, each host community whose terms were found to be not in
288 compliance shall, in a timely manner, renegotiate in good faith the host community agreement
289 with the marijuana establishment or medical marijuana treatment center; provided, that the 5-
290 year term during which a host community may receive a community impact fee pursuant to
291 paragraph (2)(i) of subsection (d) of section 3 of said chapter 94G shall commence on the date
292 the marijuana establishment or medical marijuana treatment center was first granted a final
293 license by the commission. On receipt of notice from the municipality and the applicant or
294 licensee that a renegotiated agreement has been executed, the commission shall review and

295 certify the renegotiated agreement pursuant to paragraph (3) of said subsection (d) of said section
296 3 of said chapter 94G.

297 The commission shall, pursuant to section 3 of chapter 94G, review the host community
298 agreements of all new applications received after the effective date of this act.

299 SECTION 12. The comptroller shall transfer \$10 million dollars from the General Fund
300 to the Cannabis Social Equity Trust Fund, established in section 14(c)(1) of chapter 94G, no later
301 than 60 days after the effective date of this act.

302 SECTION 13. Initial appointments to the Cannabis Social Equity Trust Fund board
303 established in section 14 of chapter 94G of the General Laws shall be made not later than 60
304 days after the effective date of this act.

305 SECTION 14. The cannabis control commission shall update all regulations to reflect the
306 changes in this act.

307 SECTION 15. Section 4 of this act shall take effect as of December 15, 2016.

12c



COMMONWEALTH OF MASSACHUSETTS
THE GENERAL COURT
STATE HOUSE BOSTON 02133-1053

March 23, 2022

Jonathan Gulliver, Highway Administrator
Massachusetts Department of Transportation
10 Park Plaza, Suite 4160
Boston, Massachusetts 02116

Re: General Pierce Bridge

Dear Administrator Gulliver,

Thank you for your service.

We write today about the General Pierce Bridge with gratitude for the time and consideration MassDOT has given to efforts to rehabilitate the bridge, improve public safety, and respond to previous concerns about the project scope from local stakeholders.

Our offices have received renewed advocacy from constituents and municipal officials wanting to see painting of the upper trusses, rust remediation, and additional "under deck" work while the deck is open and easily accessible. We have heard concerns that the scope of the project remains short-sighted and a desire for the longest possible life expectancy of the repaired bridge with attention paid to environmental considerations and aesthetics of this historic structure, as well as decisions made from the perspective of maximizing this current investment.

Given the unprecedented federal infrastructure dollars coming into the commonwealth and available state funding resources (including a \$1.5M bond authorization), we respectfully request that MassDOT consider this community request to complete work on the General Pierce Bridge.

We would be glad to join in further conversations with MassDOT and municipal leaders about these issues.

Thank you for your attention to this matter.

Yours sincerely,

Jo Comerford
State Senator
Hampshire, Franklin, Worcester district

Natalie M. Blais
State Representative
1st Franklin district

Cc: Patricia Leavenworth, Acting District Highway Director