

**Monday, September 26, 2022**

**Meeting ID:** 823 1938 8261    **Password:** 699112    **Dial into meeting:** +1 646 558 8656

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 September 12 and 19, 2022 (if available)
3. 6:31	Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:33	One Day Liquor License (Beer & Wine) <ul style="list-style-type: none"> <li>• Cindy Bayer, Rustic Romance, 26 E. Main St., Millers Falls, Sip n' Shop, 11/18/22, 4:00 PM to 8:00 PM</li> </ul>
5. 6:50	Kyle Cogswell, Newt Guilbault Community League Baseball <ul style="list-style-type: none"> <li>• Request to add batting cages at the Newt Guilbault Community Baseball fields, 27 Montague Street, Turners Falls</li> </ul>
6. 7:00	Personnel Board - Appointments <ul style="list-style-type: none"> <li>• <u>Planner and Conservation Agent Hiring Committee</u> <ul style="list-style-type: none"> <li>○ Erin McLean</li> </ul> </li> <li>• <u>Health Director Hiring Committee</u> <ul style="list-style-type: none"> <li>○ Michael Nelson, BOH; Cheryl Volpe, Town Nurse; Anne Stuart, Health Clerk; Bill Ketchen, Building Inspector; Tom Bergeron, DPW Superintendent; John Zellmann, Emergency Management Director; Nick Licata, Community Member, Selectboard Member representative</li> </ul> </li> <li>• <u>Cultural Council</u> <ul style="list-style-type: none"> <li>○ Maggie Martin, 3 year term, until June 30, 2025</li> <li>○ James Mussoni, 3 year term, until June 30, 2025</li> <li>○ Rescind appointment of Anne Harding (only allowed 2 consecutive appointments)</li> </ul> </li> </ul>
7. 7:10	Brian McHugh, FCRHRA <ul style="list-style-type: none"> <li>• Authorize Payment #2 to Berkshire Design Group in the amount of \$4,283.20 for Bidding Services on FY21 MONT CDBG Avenue A Streetscape Phase III Continuation Project</li> <li>• Avenue A Streetscape Update</li> </ul>
8. 7:20	October 13, 2022 Special Town Meeting Warrant <ul style="list-style-type: none"> <li>• To review draft warrant, to make recommendations on all items in the warrant and to approve and execute draft warrant, attached hereto</li> </ul>

**Montague Selectboard Agenda**  
**VIA ZOOM**  
**Monday, September 26, 2022**  
**Page 2**

9. 7:40

Town Administrator's Business

- Legislative Earmarks
  - Execute Agreement with MA Executive Office of Administration and Finance for \$100,000 for upgrades to the Montague Clean Water Facility
  - Execute agreement with MA Executive Office of Administration and Finance for \$50,000 for municipal building roof improvements
- Topics not anticipated in the 48 hour posting

**OTHER:**

**Next Meeting:** Selectboard, Monday, October 3, 2022 at 6:30 PM via ZOOM

**SPECIAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
OCTOBER 13, 2022**

Franklin, ss.

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

**GREETING:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Thursday, October 13, 2022, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

**ARTICLE 1.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$37,940, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the New England Police Benevolent Association for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 2:** To see if the Town will vote to amend the Classification Plan to add the position of DPW Lead Operator at Grade E or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 3.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$19,732, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the United Electrical, Radio and Machine Workers of America, Local 274 for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 4.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$34,834, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the National Association of Government Employees for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 5.** To see if the Town will vote to amend the vote taken pursuant to Article 7 of the May 7, 2022 Annual Town Meeting by increasing the annual salary of the Treasurer/Tax Collector to \$75,009

and increasing the annual salary of the Town Clerk to \$78,423, or to pass any vote or votes in relation thereto.

**SCHEDULE I  
Elected Officials**

<u>TITLE</u>	<b>FY23 CURRENT</b>	<b>FY23 REQUESTED</b>
<b>TREASURER/COLLECTOR</b>	72,824*	75,009**
*Grade G -old Step 9		
**Grade G – new Step 8		
<b>TOWN CLERK</b>	76,139***	78,423****
***Grade G – old Step 11		
****Grade G - new Step 10		

(Selectboard Request)

**ARTICLE 6.** To see if the Town will vote to amend the vote taken pursuant to Article 8 of the May 7, 2022 Annual Town Meeting by changing the wage ranges for the following Non-Union employees as shown, or to pass any vote or votes in relation thereto.

**SCHEDULE II  
Appointed Officials**

	<u>Grade</u>	<u>Current FY2023</u>		<u>Requested FY2023</u>	
<u>SALARIED</u>		Start	End	Start	End
TOWN ADMINISTRATOR	J	95,616	117,673	98,484	121,203
ASSISTANT TOWN ADM	I	86,924	106,976	89,532	110,185
TOWN ACCOUNTANT	G	62,170	76,139	64,035	78,423
CHIEF OF POLICE	I	86,924	106,976	89,532	110,185
DPW SUPERINTENDENT	H	79,000	97,250	81,393	100,168
DIRECTOR OF HEALTH	G	62,170	76,139	64,035	78,423
LIBRARY DIRECTOR	G	62,170	76,139	64,035	78,423
MCWF SUPERINTENDENT	H	79,000	97,250	81,393	100,168
<u>HOURLY</u>					
EXECUTIVE ASSISTANT	E	23.11	28.44	23.80	29.29
POLICE LIEUTENANT	G+8.5%	37.85	41.99	38.98	43.25
POLICE CUSTODIAN	A	15.49	19.06	15.95	19.63

**Informational Only: Fiscal Year 2023 budgeted wages**

TOWN ADMINISTRATOR	121,203	DPW SUPERINTENDENT	100,168
ASSISTANT TOWN ADM	89,532	DIRECTOR OF HEALTH	73,538
TOWN ACCOUNTANT	78,423	LIBRARY DIRECTOR	76,510

**Informational Only: Fiscal Year 2023 budgeted wages**

CHIEF OF POLICE*	128,996	MCWF SUPERINTENDENT	92,089
POLICE LIEUTENANT	43.25	POLICE CUSTODIAN	18.78
EXECUTIVE ASSISTANT	29.29		

\*includes add'l 20% educational incentive pay for Police Chief

(Selectboard Request)

**ARTICLE 7.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$22,318, or any other amount, for the purpose of funding a Wage Adjustment for the pay schedule for elected officials shown on Schedule I for Fiscal Year 2023 as set forth under Article 4 of this warrant and non-union employees shown on Schedule II for Fiscal Year 2023 as set forth under Article 5 of this Warrant, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 8.** To see if the Town will vote to reduce the FY2023 MEDIC Budget by \$3,077, or any other amount, (the pro-rated amount of the unused MEDIC stipend) or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 9.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$22,100, or any other amount, for the purpose of increasing the FY2023 budgets for the following departments to accommodate expected increases in electricity costs, or pass any vote or votes in relation thereto.

190 Public Building Utilities	18,000
610 Libraries	4,000
693 Memorials	100

(Selectboard Request)

**ARTICLE 10.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,432, or any other amount, for the purpose of increasing the Sealer of Weights FY2023 budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 11.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$3,684, or any other amount, for the purpose of paying prior year bills of the Clean Water Facility operating budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 12.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 13.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$56,000, or any other amount, for the purpose of designing, constructing, and installing improvements to floors in the Hillcrest Elementary School and any related improvements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(GMRSD Request)

**ARTICLE 14.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$22,000, or any other amount, for the purpose of designing and constructing the replacement of the Colle Building roof and any related improvements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 15.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$12,000, or any other amount, for the purpose of funding professional engineering services associated with the closure of the Burn Dump Landfill on Sandy Lane and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Town Planner Request)

**ARTICLE 16.** To see if the Town will vote to establish a special purpose Opioid Settlement Stabilization Fund in accordance with MGL Chapter 40 Section 5B and further to see if the Town will vote to accept the provisions of the fourth paragraph of MGL Chapter 40 Section 5B and pursuant to such acceptance to dedicate all or a percentage, which may not be less than 25 percent, of the opioid settlement revenues to said Opioid Settlement Stabilization Fund, effective for the fiscal year beginning July 1, 2023, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 17.** To see if the Town will vote to amend Section 6 of Article II of the Town of Montague General Bylaws, relating to the Capital Improvements Committee, with the deletions as shown in strikeout and additions shown **bold** below or pass any vote or votes in relation thereto.

Section 6: Capital Improvements Committee: There shall be a Capital Improvements Committee consisting of ~~one member appointed by and from the Planning Board, and four additional~~ **five** members to be appointed by the Moderator, with powers and duties to include (a) to conduct an annual review of the capital improvements program of the Town as well as proposals for the construction of municipal buildings and acquisition of property, (b) to make recommendations to the Town Meeting regarding the above, and (c) to prepare an annual report. **The terms of the existing members of the Capital Improvements Committee shall terminate on June 30, 2023 and the Moderator shall appoint five individuals to fill those positions for staggered terms beginning on July 1, 2023 as follows: two members for initial three year terms, two members for initial two year terms, and one member for an initial one year term; with all subsequent terms to be three years in length.**

(Capital Improvements Committee Request)

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

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Richard Kuklewicz, Chairman  
Selectboard, Town of Montague

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Matthew Lord

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Christopher M. Boutwell, Sr.

Franklin, ss     Montague, MA     September     , 2022

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

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Constable of Montague

PA. CIV  
\$40.00 1602

4

**TOWN OF MONTAGUE**  
**Special and One Day License – Application Form**  
(M.G.L. Ch. 138 S. 14)

CHECK ONE

☒

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

☐

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: November 18 2022

1. Full name, address and phone number(s) of the organization making this application:  
Rustic Romance  
26 E Main St. Millers Falls MA.
2. Full name, address and phone number(s) of manager who shall be responsible for the license:  
Cindy L. Bayer 413-774-3259  
472 Millers Falls Rd. Millers Falls MA.
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.  
YES ☒ NO ☐
4. Nature of Event Sip N Shop Number of Attendees 50
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES ☐ NO ☒
6. Location where event shall be held: Rustic Romance 26 E. Main St. Millers Falls MA.
7. Has the approval of the property owner been obtained? YES ☒ NO ☐
8. Exact times of the license: FROM 6 o'clock PM TO 8 o'clock PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?  
YES ☐ NO ☒ If so, when? \_\_\_\_\_
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES ☐ NO ☒
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access. Street parking on E. Main & Bridge Sts.
12. Proof of Liquor Liability Insurance provided? yes Date 11/18/22

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Authorized Representative and Title CINDY BAYER

11/13/22  
Date

Office Use Only:

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

# Days Permit Issued For: \_\_\_\_\_

Dates License Issued for: \_\_\_\_\_

Police Chief Signature: \_\_\_\_\_

Select Board Chair Signature: \_\_\_\_\_



# Certificate of Completion

This Certificate of Completion of  
**eTIPS Off Premise and Delivery**  
For coursework completed on September 13, 2022  
provided by Health Communications, Inc.  
is hereby granted to:

**Cindy Bayer**

Certification to be sent to:

**Rustic Romance At Bayer Farm  
26 E Main St  
Millers Falls MA, 01349-1322 USA**



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/22

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**

Gilmore & Farrell Insurance Agency Inc  
PO Box 950  
525 Bernardston Road  
Greenfield, MA 01302

**CONTACT**

NAME: Jordan Bryant

PHONE (A/C, No, Ext): 413-772-0251

FAX (A/C, No): 413-772-2338

E-MAIL ADDRESS: jrbryant@gilmoreandfarrell.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Covington Specialty Inc

INSURER B: Hospitality Mutual

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

Rustic Romance  
472 Millers Falls Rd  
Millers Falls, MA 01349

**COVERAGES****CERTIFICATE NUMBER:****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"/> <b>COMMERCIAL GENERAL LIABILITY</b>			VBA775860	10/01/22	10/01/23	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:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	<b>Liquor Liability</b>			TBD	11/18/22	11/19/22	Per Person 500,000 Per Occurrence 1,000,000

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

**CERTIFICATE HOLDER****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

To whom it may concern,

September 15, 2022

I am writing to inform you of our intention to construct a batting cage at the Newt Guilbault Community Baseball fields. Our League was formed in the 1960's and for the last many years our league has been attempting to figure out a way to add a batting cage. The board of directors and I believe that existing children and generations to come of little leaguers will benefit from this addition to our fields.

My plan is to construct a 20 x 60-foot area for the batting cage area. I envision 6 x 6 x 14-foot-tall post every 20 feet. There will be a total of 8 posts. The netting will hang from the inside of the wood posts. The netting will be removed in the late fall and will return in the spring coinciding with our season. The posts will be cemented in to the ground and will be permanent. There are 2 telephone polls that are on the property now and we would like to use those as 2 of our posts.

The proposed site sits between the Sheffield School parking lot and field 1, first base fence line. Unfortunately, there are trees in the area. I am asking permission to remove one of the trees to allow the best placement for the cage. I would then like to plant another tree somewhere on the complex in the near future.

Thank you for this consideration, if I can answer any questions, please feel free to reach out to me.

Sincerely,



Kyle M. Cogswell  
President  
Newt Guilbault Community League Baseball  
Location: 27 Montague Street  
Mailing address: P.O. Box 189  
Turners Falls, MA 01376  
413.522.3150  
kmcogs31@gmail.com

↑ SHEFFIELD  
School ↓

SHEFFIELD  
School  
PARKING  
LOT

GRASS

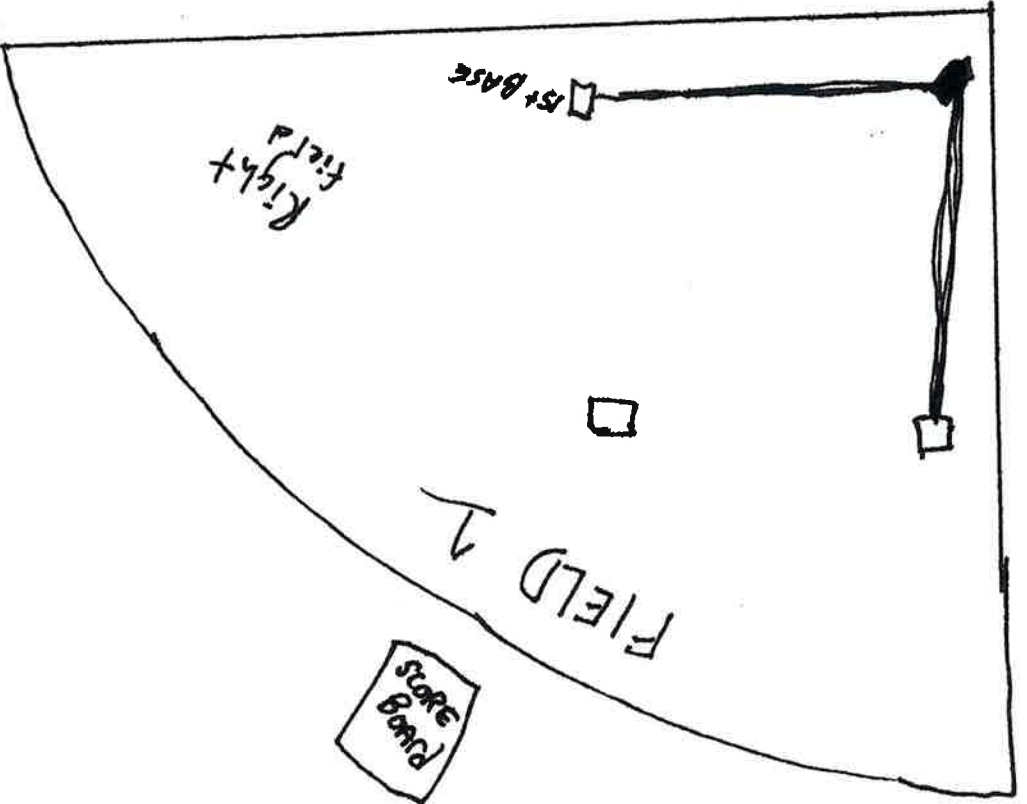
SHED

Existing  
League  
Clubhouse



20x60 ft.  
BATTING CAGE

10 ft.  
More than



MONTAGUE STREET





I do believe we need to take down the tree that I have pointed to. Sixty feet would be tight between the existing trees with overhang of both trees over our new netting.



**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/8/2022

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  
K&K INSURANCE GROUP, INC.  
1712 MAGNAVOX WAY  
PO BOX 2338  
FORT WAYNE IN 46801

CONTACT NAME: Nick Davey  
PHONE (A/C, No. Ext): 800-736-7358 FAX (A/C, No): 847-953-2873  
E-MAIL ADDRESS: Nick.Davey@kandkinsurance.com

INSURED

MEMBER NO:

NEWT GUILBAULT/GILL-MONTAGUE REG. SCHOOL DIST. CRL  
DBA: Newt Guilbault Community Baseball League  
21 Norman Circle  
Turners Falls, MA, 01376

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Insurance Company	23841
INSURER B: National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

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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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			AIL0003450194700	03/08/2022 12:01 AM	02/01/2023 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PARTICIPANT LEGAL LIABILITY \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AIL0003450194700	03/08/2022 12:01 AM	02/01/2023 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB # OCCUR EXCESS LIAB # CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
	DED RETENTION						
	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 <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			AIB0003450195100	03/08/2022 12:01 AM	02/01/2023 12:01 AM	Excess Medical \$250,000 AD&D \$ 15,000

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

ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage

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



Name: McLean, Erin

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Erin McLean

**DATE:** 9/26/2022

**COMMITTEE:** Planner and Conservation Agent Hiring Committee

**TERM:** Until Planner and Conservation Agent Hired

**TERM EXPIRATION:** Until Planner and Conservation Agent Hired

**SELECTMEN, TOWN OF MONTAGUE** **TERM STARTS:** 09/26/22

Erin McLean personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Planner and Conservation Agent Hiring Committee** according to the foregoing appointment.

Received \_\_\_\_\_ and entered in the records of the Town of Montague.

**MONTAGUE TOWN CLERK**

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

**APPOINTED OFFICIAL**

\*\*\*If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.



Name: Health Director Hiring Committee

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Michael Nelson, Cheryl Volpe, Anne Stuart, Bill Ketchen  
Tom Bergeron, John Zellmann, Nick Licata

**DATE:** 9/26/2022

**COMMITTEE:** Health Director Hiring Committee

**TERM:** Until Health Director Hired

**TERM EXPIRATION:** Until Health Director Hired

**SELECTMEN, TOWN OF MONTAGUE** **TERM STARTS:** 09/26/22

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Michael Nelson, Cheryl Volpe, Anne Stuart, Bill Ketchen, Tom Bergeron,  
John Zellmann, Nick Licata,*  
personally appeared and made oath that he/she would faithfully and impartially  
perform his/her duty as a member of the  
Health Director Hiring Committee  
according to the foregoing appointment.

Received \_\_\_\_\_ and entered in the records of the  
Town of Montague.

\_\_\_\_\_  
**MONTAGUE TOWN CLERK**

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25,  
of the General Laws, the Open Meeting law.

\_\_\_\_\_  
**APPOINTED OFFICIAL**

\*\*\*If you choose to resign from your appointed position during your term, you must  
notify the Town Clerk in writing before such action takes effect.

bc

## **WendyB-Montague Selectboard**

---

**From:** Kathleen <livingthedream@comcast.net>  
**Sent:** Thursday, September 22, 2022 10:21 AM  
**To:** WendyB-Montague Selectboard  
**Subject:** Re: Cultural Council

Dear Select board:

The cultural Council is excited to welcome a Maggie Martin and James Mussoni as new members to our committee. Maggie has 30+ years of experience in a creative field and has been an Contributing subcommittee member of the Brick House. James currently serves on the EDIC and will lend our committee a unique lens when considering our proposals and doing our yearly work.

Best,

Kathleen Lynch  
Current Chair

Sent from my iPhone

On Sep 21, 2022, at 6:31 PM, WendyB-Montague Selectboard <WendyB@montague-ma.gov> wrote:

Hi Kathy:

I received email's from Maggie Martin and James Mussoni requesting to join the Cultural Council. If you would like them to be appointed to the Cultural Council please send a letter (email is fine) of support for them.

Thank you!

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

## **WendyB-Montague Selectboard**

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**From:** Maggie Martin <4dearmags@gmail.com>  
**Sent:** Saturday, September 10, 2022 3:28 PM  
**To:** WendyB-Montague Selectboard  
**Subject:** Request to Join Local Cultural Council Committee

Hi Wendy,

Kathy Lynch told me about the Local Cultural Council Committee and I would like to participate on the Committee. Please let me know if I need to do anything other than make this request to join the committee. For instance, do I need to be present at a Selectboard meeting.

Thanks for your assistance.

Maggie

MAGGIE MARTIN  
MOBILE: 323-828-9433

EMAIL: [4dearmags@gmail.com](mailto:4dearmags@gmail.com)

Name: MARTIN, Maggie

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Maggie Martin

**DATE:** 9/26/2022

**COMMITTEE:** Cultural Council

**TERM:** 3 years

**TERM EXPIRATION:** 6/30/2025

**SELECTMEN, TOWN OF MONTAGUE**

**TERM STARTS:** 09/26/22

Maggie Martin personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Cultural Council according to the foregoing appointment.

Received \_\_\_\_\_ and entered in the records of the Town of Montague.

\_\_\_\_\_  
**MONTAGUE TOWN CLERK**

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

\_\_\_\_\_  
**APPOINTED OFFICIAL**

\*\*\*If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

## WendyB-Montague Selectboard

---

**From:** James Mussoni <jamesmussoni@gmail.com>  
**Sent:** Wednesday, September 7, 2022 11:40 AM  
**To:** WendyB-Montague Selectboard  
**Subject:** Letter if Intent

To whom it may concern,

I James Mussoni would wish to join the Cultural Council led by Kathy Lynch. I am presently a member of Montague Economic and Industrial Corporation.

Thank you,

James Mussoni

Name: MUSSONI, James

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** James Mussoni

**DATE:** 9/26/2022

**COMMITTEE:** Cultural Council

**TERM:** 3 years

**TERM EXPIRATION:** 6/30/2025

**SELECTMEN, TOWN OF MONTAGUE**

**TERM STARTS:** 09/26/22

James Mussoni personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Cultural Council according to the foregoing appointment.

**Received** \_\_\_\_\_ **and entered in the records of the Town of Montague.**

\_\_\_\_\_  
**MONTAGUE TOWN CLERK**

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

\_\_\_\_\_  
**APPOINTED OFFICIAL**

**\*\*\*If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.**



7A

**FRANKLIN COUNTY REGIONAL HOUSING &  
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376  
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289  
splesant@fcrhra.org

**AUTHORIZATION TO DISBURSE**

**Invoice # 2022-108-2**

**Project No. 2022-108**

**TOWN OF MONTAGUE**

**FY21 Avenue A Streetscape Phase III Continuation (6B)**

**Contractor: Berkshire Design Group**

**4 Allen Place**

**Northampton, MA 01060**

Date: September 21, 2022

Total Contract	30,000.00
Total Paid to Date:	2,640.00
Balance:	27,360.00
This Invoice:	<b>4,283.20</b>
Balance:	23,076.80

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period August 1 – August 31, 2022.

See attached invoice dated: September 21, 2022

**FY21MONT  
\$4,283.20**

I reviewed this invoice on 09/21/22 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$4,283.20.

*Director of Community Development – HRA*

We hereby authorize the above payment

**TOWN of MONTAGUE (2 of 3 required)**

\_\_\_\_\_  
*Authorized signature*  
Chair, Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard



# Berkshire Design Group

4 Allen Place, Northampton, MA 01060  
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.  
Attn: Mr. Brian Mchugh  
241 Millers Falls Rd.  
Turners Falls, MA 01376

**INVOICE # 2022-108-2**

September 21, 2022

Project No: 2022-108

**Re: Montague - Avenue A Streetscapes Phase III - 2022**

For professional landscape architectural, civil engineering and land surveying services listed below for the period August 1, 2022 to August 31, 2022:

Email invoices at: [bmchugh@fcrhra.org](mailto:bmchugh@fcrhra.org)

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$8,000.00	86.54%	53.54%	\$4,283.20
Construction Administration	\$22,000.00	0.00%	0.00%	\$0.00
	\$30,000.00			
<b>Subtotal Task Charges</b>				<b>\$4,283.20</b>
<b>INVOICE TOTAL</b>				<b>\$4,283.20</b>

**Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.**

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.



**SPECIAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
OCTOBER 13, 2022**

Franklin, ss.

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

**GREETING:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Thursday, October 13, 2022, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

**ARTICLE 1.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$37,940, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the New England Police Benevolent Association for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 2:** To see if the Town will vote to amend the Classification Plan to add the position of DPW Lead Operator at Grade E or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 3.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$19,732, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the United Electrical, Radio and Machine Workers of America, Local 274 for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 4.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$34,834, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the National Association of Government Employees for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 5.** To see if the Town will vote to amend the vote taken pursuant to Article 7 of the May 7, 2022 Annual Town Meeting by increasing the annual salary of the Treasurer/Tax Collector to \$75,009 and increasing the annual salary of the Town Clerk to \$78,423, or to pass any vote or votes in relation thereto.

**SCHEDULE I  
Elected Officials**

<u>TITLE</u>	<u>FY23 CURRENT</u>	<u>FY23 REQUESTED</u>
<b>TREASURER/COLLECTOR</b>	72,824*	75,009**
*Grade G -old Step 9		
**Grade G – new Step 8		
<b>TOWN CLERK</b>	76,139***	78,423****
***Grade G – old Step 11		
****Grade G - new Step 10		

(Selectboard Request)

**ARTICLE 6.** To see if the Town will vote to amend the vote taken pursuant to Article 8 of the May 7, 2022 Annual Town Meeting by changing the wage ranges for the following Non-Union employees as shown, or to pass any vote or votes in relation thereto.

**SCHEDULE II  
Appointed Officials**

	<u>Grade</u>	<u>Current FY2023</u>		<u>Requested FY2023</u>	
		<u>Start</u>	<u>End</u>	<u>Start</u>	<u>End</u>
<u>SALARIED</u>					
TOWN ADMINISTRATOR	J	95,616	117,673	98,484	121,203
ASSISTANT TOWN ADM	I	86,924	106,976	89,532	110,185
TOWN ACCOUNTANT	G	62,170	76,139	64,035	78,423
CHIEF OF POLICE	I	86,924	106,976	89,532	110,185
DPW SUPERINTENDENT	H	79,000	97,250	81,393	100,168
DIRECTOR OF HEALTH	G	62,170	76,139	64,035	78,423
LIBRARY DIRECTOR	G	62,170	76,139	64,035	78,423
MCWF SUPERINTENDENT	H	79,000	97,250	81,393	100,168
<u>HOURLY</u>					
EXECUTIVE ASSISTANT	E	23.11	28.44	23.80	29.29
POLICE LIEUTENANT	G+8.5%	37.85	41.99	38.98	43.25
POLICE CUSTODIAN	A	15.49	19.06	15.95	19.63

**Informational Only: Fiscal Year 2023 budgeted wages**

TOWN ADMINISTRATOR	121,203	DPW SUPERINTENDENT	100,168
ASSISTANT TOWN ADM	89,532	DIRECTOR OF HEALTH	73,538
TOWN ACCOUNTANT	78,423	LIBRARY DIRECTOR	76,510

**Informational Only: Fiscal Year 2023 budgeted wages**

CHIEF OF POLICE*	128,996	MCWF SUPERINTENDENT	92,089
POLICE LIEUTENANT	43.25	POLICE CUSTODIAN	18.78
EXECUTIVE ASSISTANT	29.29		

\*includes add'l 20% educational incentive pay for Police Chief

(Selectboard Request)

**ARTICLE 7.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$22,318, or any other amount, for the purpose of funding a Wage Adjustment for the pay schedule for elected officials shown on Schedule I for Fiscal Year 2023 as set forth under Article 4 of this warrant and non-union employees shown on Schedule II for Fiscal Year 2023 as set forth under Article 5 of this Warrant, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 8.** To see if the Town will vote to reduce the FY2023 MEDIC Budget by \$3,077, or any other amount, (the pro-rated amount of the unused MEDIC stipend) or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 9.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$22,100, or any other amount, for the purpose of increasing the FY2023 budgets for the following departments to accommodate expected increases in electricity costs, or pass any vote or votes in relation thereto.

190 Public Building Utilities	18,000
610 Libraries	4,000
693 Memorials	100

(Selectboard Request)

**ARTICLE 10.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,432, or any other amount, for the purpose of increasing the Sealer of Weights FY2023 budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 11.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$3,684, or any other amount, for the purpose of paying prior year bills of the Clean Water Facility operating budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 12.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 13.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$56,000, or any other amount, for the purpose of designing, constructing, and installing improvements to floors in the Hillcrest Elementary School and any related improvements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(GMRSD Request)

**ARTICLE 14.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$22,000, or any other amount, for the purpose of designing and constructing the replacement of the Colle Building roof and any related improvements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 15.** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$12,000, or any other amount, for the purpose of funding professional engineering services associated with the closure of the Burn Dump Landfill on Sandy Lane and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Town Planner Request)

**ARTICLE 16.** To see if the Town will vote to establish a special purpose Opioid Settlement Stabilization Fund in accordance with MGL Chapter 40 Section 5B and further to see if the Town will vote to accept the provisions of the fourth paragraph of MGL Chapter 40 Section 5B and pursuant to such acceptance to dedicate all or a percentage, which may not be less than 25 percent, of the opioid settlement revenues to said Opioid Settlement Stabilization Fund, effective for the fiscal year beginning July 1, 2023, or to pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 17.** To see if the Town will vote to amend Section 6 of Article II of the Town of Montague General Bylaws, relating to the Capital Improvements Committee, with the deletions as shown in strikeout and additions shown **bold** below or pass any vote or votes in relation thereto.

Section 6: Capital Improvements Committee: There shall be a Capital Improvements Committee consisting of ~~one member appointed by and from the Planning Board, and four additional~~ **five** members to be appointed by the Moderator, with powers and duties to include (a) to conduct an annual review of the capital improvements program of the Town as well as proposals for the construction of municipal buildings and acquisition of property, (b) to make recommendations to the Town Meeting regarding the above, and (c) to prepare an annual report. **The terms of the existing members of the Capital Improvements Committee shall terminate on June 30, 2023 and the Moderator shall appoint five individuals to fill those positions for staggered terms beginning on July 1, 2023 as follows: two members for initial three year terms, two members for initial two year terms, and one member for an initial one year term; with all subsequent terms to be three years in length.**

(Capital Improvements Committee Request)

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

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Richard Kuklewicz, Chairman  
Selectboard, Town of Montague

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Matthew Lord

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Christopher M. Boutwell, Sr.

Franklin, ss    Montague, MA    September    , 2022

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

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Constable of Montague

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



9

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>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Montague and d/b/a:		<b>COMMONWEALTH DEPARTMENT NAME:</b> Exec Office for Administration and Finance <b>MMARS Department Code:</b> ANF	
<b>Legal Address: (W-9, W-42):</b> 1 Avenue A Turners Falls, MA 01376		<b>Business Mailing Address:</b> 24 Beacon St., Room 373, Boston, MA, 02133	
<b>Contract Manager:</b> Steven Ellis	<b>Phone:</b> 413-863-3200 x110	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> stevene@montague-ma.gov	<b>Fax:</b>	<b>Contract Manager:</b> Debora Collins	<b>Phone:</b> 617-413-1301
<b>Contractor Vendor Code:</b> VC6000191893		<b>E-Mail:</b> Debora.collins3@mass.gov	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> TOWNOFMONTAGUEWATERF	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <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 - <u>815 CMR 2.00</u> ) (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 checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, 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"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<b>COMPENSATION: (Check ONE option):</b> 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 <u>815 CMR 9.00</u> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <b>\$100,000</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 ___ statutory/legal or Ready Payments ( <u>M.G.L. c. 29, § 23A</u> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) This contract supports the earmark on line-item 1599-0026 which states "provided further, that not less than \$100,000 shall be expended to the town of Montague for upgrades to the water pollution control facility".			
<b>ANTICIPATED START DATE:</b> (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 <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2023</b> , 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.			
<b>CERTIFICATIONS:</b> 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Richard Kuklewicz Print Title: Selectboard Chair		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Olivia Graham Print Title: Chief Financial Officer	