

**SELECTBOARD, BOARD OF HEALTH and FINANCE COMMITTEE
MEETING NOTICE
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA**

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: [https://zoom.us/j/ 99815719988](https://zoom.us/j/99815719988)

Meeting ID: 998 1571 9988 Password: 734131

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

MONDAY, JULY 27, 2020

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 Board of Health Chair opens the meeting, roll call taken
3. 6:30 Finance Committee Chair opens the meeting, roll call taken
4. 6:32 Approve Minutes: Joint Selectboard and Board of Health July 20, 2020
5. 6:33 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
6. 6:35 COVID-19 Updates and Action Items
 - Review of any Updated State Guidance or Orders
7. 6:45 Jen Audley, Mike Nelson, Steve Ellis
 - Overview and Affirmation of Framework for Montague Financial Policies
8. 7:05 Chelsey Little, WPCF Superintendent
 - Execute MOU with FC Solid Waste Management District FY21 Sludge Hauling and Disposal
 - Announce Galkowski Legacy Fund Scholarship for procurement training
9. 7:15 Jon Dobosz, Parks and Recreation Director
 - Implementation of Carry-In/Carry-Out Trash Policy at Parks

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MONDAY, JULY 27, 2020**

10. 7:20 Personnel Board
- Appoint Tina Tyler, WPCF Administrative Assistant 12 hours/week, temporary 8 weeks, effective 7/27/20
 - Appoint David Jensen, Zoning Board of Appeals Alternate, until 6/30/21
 - Appoint Dave Jensen, Alternate Building Inspector, until 6/30/21
 - Request to increase current part time position in Treasurer/Collectors office from 25 hours to 35 hours through December 10, 2020
11. 7:30 Owen Wormser, Planter Coordinator
- Request for Additional Support to Enhance Beauty and Sustainability of Avenue A Planters
12. 7:40 Bryan McHugh
- Authorization to approve Application for Payment #1 to Sciaba Construction Corporation in the amount of \$52,459 for the Spinner Park Restoration Project funded through the town's FY19 Community Development Block Grant.
 - Authorization to approve pay requisition #6 in the amount of \$275 to Berkshire Design Group for the Spinner Park Restoration Project funded by the town's FY19 Community Development Block Grant.
13. 7:50 Town Administrator's Report
- Execute Grant of Easements for Access and Installation and Maintenance of Utilities with the Turners Falls Fire District on property located at 180 Turners Falls Road
 - Police Advisory Review Group Updates
 - Topics not anticipated in 48 hour posting
14. 8:00 Executive Session under G.L. c. 30A §21(a)(6) to consider the purchase of real property: Map 17 Lot 58 Votes may be taken

Upcoming Meetings:

Selectboard Meeting, **MONDAY, August 10, 2020, 6:30 PM** via Zoom

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Wednesday, July 22, 2020 6:34 PM
To: WendyB-Montague Board of Selectmen
Cc: Jen Audley; Rich Kuklewicz; CarolynO-Montague Town Accountant; WPCF Superintendent
Subject: July 27 Agenda
Attachments: Matrix Montague 2014 and Collins Center Policies.xlsx; Montague Financial Policy Inventory.xlsx; Draft Procurement Policy.docx; ChlorineDesignProposalLtr20200707.pdf

Hi Wendy

We will have the finance committee with us for a portion of Monday’s Selectboard meeting so please post it jointly. There will be two matters to discuss. The first actually requires FinCom engagement, the second will likely interest members enough that they want to stay for it, but perhaps not. Please include this email in the meeting materials, along with its attachments.

The first topic will require 15-20 minutes and will be addressed by Jen Audley , Mike Nelson and me:

1. Overview and affirmation of framework for Montague Financial Policies

I’ve attached A) an outline of Montague’s current financial policies (the inventory), (B) a matrix that takes the substance of our policies and maps them to new proposed policy areas (our new policies), and (C) a draft procurement policy, which presents the proposed format to be replicated across all of our newly written policies.

The goal of the conversation will be to finalize what we view as the list of necessary policies so we can let our consultant know what he needs to be working on. We will have opportunity to review the substance of policies at a later meeting(s) dedicated to that process.

The second topic will require 5-7 minutes and will be addressed by Chelsey Little

2. Execute agreement with Wright-Pierce Inc in the amount of \$40,000 for consulting services related to the “WPCF Chlorine Gas Hazard Process Review and Sodium Hypochlorite Conversion Project”

I’ve attached a copy of a proposal from Wright-Pierce to assist the town in complying with an EPA order to assess the hazards associated with our existing chlorine gas treatment system, which is antiquated and requires replacement. The timing of the first requirement of the order coincides with a USDA grant opportunity that may cover most or all of the cost of this initial contract as well as the conversion itself. The major task areas include:

- Task 1 – Process Hazard Review / Compliance Consulting
- Task 2 – Sodium Hypochlorite Basis of Design Memorandum
- Task 3 –USDA RD Funding Application

In consultation with the Town Accountant, it is proposed that this expense be made from the WPCF operating budget, with consideration of any reserve fund transfer or requirement for a future STM article left until later in the budget year, when we have a clearer sense of the trajectory of overall WPCF spending relative to budget or (hopefully) receive word that the grant is funded and will retroactively cover this expense. W-P has had success pursuing these funds in the past and believes this project and our Town are well positioned for support.

Thanks - Steve

**Policies recommended by Collins
Center/Elements of Town's 2014 policies
to be captured**

**Additional Policies for consideration
based on consultation with Town
Accountant**

Comments

Financial Planning

Town Policies from 2014	Policies recommended by Collins Center/Elements of Town's 2014 policies to be captured	Comments	Additional Policies for consideration based on consultation with Town Accountant
II.D.	5-year financial projection of revenue and expenditures prepared annually for all funds	Multi-Year Forecasting	
III.A.	Determination annually by Select Board of budget goals and objectives; proposed budget to be balanced with current operating expenditures financed with current operating expenditures	Annual Budget Process Policy	
III.B.	long-term debt not to be used to fund current operating expenditures	Debt Management Policy	
III.C.	On-going monitoring of all amounts due to Town; Aggressive policy of pursuing collection of receivables	Tax Enforcement Policy	
III.D.	Regular review of charges for services and fees compared to cost of delivering services; commitment to updating fee schedules; recreation charges and fees to cover 75% of total <u>direct</u> costs of programs.	N/A	Would be component of a user fee policy if the Town wants the Collins Center to pursue.
III.E.	Dedication of one-time revenues to capital, reserves, and non-recurring expenditures	Capital Planning Policy/Financial Reserves Policy	
III.F.	Property tax levy shall not exceed 2.5% per year	Annual Budget Process Policy	
III.G.	Property Values shall be based on analysis of market conditions	No policy needed. DOR annual review and certification of values insures that values reflect market conditions as of the annual assessment date, January 1.	
III.H	Pursuit of grant opportunities; evaluation of grant benefits and cost effectiveness	N/A	Would be component of a grant management policy if the Town wants the Collins Center to pursue.

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Center/Elements of Town's 2014 policies
to be captured**

**Additional Policies for consideration
based on consultation with Town
Accountant**

Town Policies from 2014

Comments

	Town Policies from 2014	Policies recommended by Collins Center/Elements of Town's 2014 policies to be captured	Comments	Additional Policies for consideration based on consultation with Town Accountant
III.I.	Maximizing revenue potential: annual re-examination of existing revenues and exploration of new revenue opportunities.	N/A	Would be component of a user fee policy	
IV.A.	Rationale for maintaining reserves; upper limit of combined reserves.	Financial Reserves Policy		
IV.B.	Purpose for maintaining General Stabilization Fund	Financial Reserves Policy		
IV.C.	Balance to be maintained in General Stabilization Fund	Financial Reserves Policy		
IV.D.	Amount of annual appropriation into General Stabilization Fund	Financial Reserves Policy		
IV.E.	Source of funding for annual appropriation into the General Stabilization Fund	Financial Reserves Policy		
IV.F.	Proposed uses of General Stabilization Fund	Financial Reserves Policy		
IV.G.	Replenishing the General Stabilization Fund after drawdown below minimum balance established per policy	Financial Reserves Policy		
IV.H.	Free cash: budget practices to generate free cash annually; uses of free cash	Financial Reserves Policy		
IV.I.	Use of excess free cash for non-recurring, emergency expenditures and capital	Financial Reserves Policy/Capital Planning Policy		
IV.J.	Capital Improvements Stabilization Fund	Financial Reserves Policy/Capital Planning Policy		
IV.K.	Select Board annual request to Board of Assessors of status of the Overlay and potential to declare amounts as Overlay Surplus	N/A	Overlay Policy: not explicitly recommended at 7/15 meeting but appropriate and reasonably can be developed.	
IV.L.	Analysis of potential impacts of proposed drawdowns of financial reserves.	Financial Reserves Policy		

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Center/Elements of Town's 2014 policies
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**Additional Policies for consideration
based on consultation with Town
Accountant**

Town Policies from 2014

			Comments	
V.A.	Roles and responsibilities of Capital Improvements Committee	Capital Planning Policy		
V.B.	Development of 6-year Capital Improvement Plan annually.	Capital Planning Policy		
V.C.	Deadline for submittal of capital requests to Capital Improvements Committee	Capital Planning Policy		
V.D.	Preparation of 6-year Capital Improvement Plan	Capital Planning Policy		
V.E.	Definition of capital and prioritization of capital requests	Capital Planning Policy		
V.F.	Sources of Funding of capital budget	Capital Planning Policy		
V.G.	Cash capital (funding from revenues on-hand) vs. debt financing	Capital Planning Policy		
V.H.	Target annual spending levels for cash capital and debt service	Capital Planning Policy		
V.I.	Target annual allocation of operating revenue for building renewal projects and equipment replacement	Capital Planning Policy		
V.J.	Commitment to preventive maintenance of infrastructure	Capital Planning Policy		
V.K.	Estimate of annual operating costs and debt services costs of proposed capital projects	Capital Planning Policy		
VI.A.	Factors determining bond rating	Debt Management Policy		
VI.B.	Town's commitment to practices/policies that will improve bond rating, e.g., sound financial management, improved receivables management, building reserves and adoption of debt management policies and procedures	Debt Management Policy		
VI.C.	Projects for which long-term debt will be the funding source	Debt Management Policy		

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**Additional Policies for consideration
based on consultation with Town
Accountant**

	Town Policies from 2014	Comments	Accountant
VI.D.	No use of long-term debt for current, on-going operations. Capital costing less than \$25,000 with a useful life of less than 5 years to be financed through the operating budget.	Debt Management Policy/Capital Planning Policy	
VI.E.	Projects for which long-term debt will be the funding source	Debt Management Policy/Capital Planning Policy	
VI.F.	Projects that are candidates for financing through debt exclusion referenda	Debt Management Policy	
VI.G.	Appropriation of available funds for a portion of the cost of a project to reduce amount of borrowing needed for financing.	Debt Management Policy	
VI.H.	Financing of debt service with sources other than general fund revenue where possible and appropriate, e.g., special assessments, enterprise fund revenues. Scheduling of infrastructure improvements to be financed with debt to minimize need for fee increases.	Debt Management Policy/Enterprise Fund Policy	
VI.I.	Strive to issue debt for terms shorter than that allowed by Massachusetts General Laws	Debt Management Policy	
VI.J.	Identification of financing source of debt service and impact on operating budget of proposed capital project	Debt Management Policy/Capital Planning Policy	
VI.K.	Upper limits of debt service as percent of operating budgets	Debt Management Policy/Capital Planning Policy/Enterprise Fund Policy	
VI.L.	Minimum debt service to be maintained as a percent of operating budget	Debt Management Policy/Capital Planning Policy/Enterprise Fund Policy	
VI.M.	N/A		
VI.N.	Factors to consider in determining appropriateness of debt financing for a project	Debt Management Policy	

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Town Policies from 2014

			Comments	
VI.O.	Maintaining a long-term debt schedule so that 50% of outstanding principal is retired at the end of 10 years.	Debt Management Policy		
VI.P.	Use of short-term debt	Debt Management Policy		
VI.Q.	Maximum term of bonds to be funded from special assessment revenue	Debt Management Policy		
N/A	N/A	OPEB Policy		
N/A	N/A	Investment Policy		

Financial Management Operations

II.A.	Compliance with GAAP and GASB	N/A	Does this rise to the level of requiring a policy?	
II.B/C.	Annual Audit requirement, membership of audit committee and established deadline for completion of audit	N/A	Would be the core of an audit policy if the Town wants the Collins Center to pursue.	
N/A	N/A	Anti-Fraud		
N/A	N/A	Procurement Policy including ethics requirements		Include disposition of surplus property as a component of a Procurement Policy
N/A	N/A	N/A		Credit card policy
N/A	N/A	N/A		Travel policy/employee reimbursement policy
N/A	N/A	N/A		Turnover policy (handling of revenue collected by Town departments)
N/A	N/A	N/A		Reconciliation of cash and receivables

Outline of Montague Financial Policies

I Overview

II Accounting, Auditing, and Financial Planning

Generally Accepted Accounting Principles

Independent Annual Audit

5 Year Projection Annually for All Funds

Revenues

Expenses

III General

Balanced Budget Reliant on Current Operating Revenues, Based on Goals

No use of long term debt to fund current operating expense

Review charges and fees every three years

P&R revolving fund revenues equal to 75% of recreational program cost

One time revenues devoted to capital projects and reserves

Stay within prop 2.5 limit for levy growth

Property values established Jan 1, whether tri-enniel or interim year adjustmt

Pursue grants with awareness of matching or other obligations

ongoing review of opportunities for new sources of revenue

IV Reserves

Maintain total reserves of between 5% and 10% PYGOR

General Stabilization Fund (GSF) maintained at 5% of PYGOR or greater

Allocate 35%+ of annual free cash to GSF to attain 5% of PYGOR, with limits

Annual GSF appropriation of at least 0.3% of PYGOR

Use GSF only for

PAYGO capital projects in Capital SF is <25,000

Support General operating budget if Tax Levy growth is <2.5% from PYGOR

Use to below 5% threshold only in case of emergency

If GSF <5% PYGOR, plan for replenishment is required. Free cash to be used

Free Cash Goal is 3% of PYGOR is goal each year, may spend or roll over to next yr

Free cash above 3% of PYGOR should go to stabilization, large capital projects (>100k)

Capital Stabilization Fund minimum is \$25,000, annually ad 0.2% PYGOR

Assessors Overlay Reserve reported annually, excess to stabilization within same FY

Thoughtful analysis must preceed spending of any reserves

V Capital Planning

CIC Board composition, was altered to 5 members in FY18

Develop a 6 year plan annually

Town Administrator submits capital requests to CIC before January 15

Five year forward view completed as part of annual recommendation process

Capital projects can include

- New buildings or additions

- Improvements/alterations to buildings with life of >10 years

- Land acquisition for development or other purposes

- Major equipment purchases or repair, may include IT

- Streets, sidewalks, sewers, stormwater

- Feasibility studies to support a future capital project

Capital project funding sources should be diverse

Long term debt may be appropriate to fund large capital projects

Debt service and PAYGO projects should cost between 6% and 8% of PYGOR

- Building renewal and equipment at least 2% PYGOR

- Debt service 4%-6% PYGOR

Town will emphasize preventative maintenance. Replace exhausted capital goods

Annual cost of capital project will be identified before long term bonding is recommended

VI Debt Management

Explanation of Factors Affecting Bond Rating

Always strive to preserve and improve bond rating

Use long term debt in accordance with law for significant capital projects

Don't borrow for inexpensive things you can otherwise afford

Seek debt exclusion votes for major projects in excess of \$500,000

Use free cash where possible to reduce borrowing

Use sources other than general obligation bonds, work to smooth sewer rates and user fees

Long term debt cannot be pursued without clear identification of funding sources

Contain gross/net annual debt as a function of PY General Fund Operating Revenue

- gross general fund debt service <15% of operating revenue

- net general fund debt service 8-10% ceiling

- net general fund debt less debt exclusions 5% ceiling

Debt service floor is 2% of PYGOR

Guidelines for use of debt

- Capital projects <50k don't borrow

- Life of capital project cannot be less than period of debt

- fund capital expenditures not meeting capital project standard through operating budget

Seek to retire at least 50% of total debt within 10 years

Short term debt can be used strategically

Town can borrow up to 15 years for betterments benefitting a portion of community

VII Definitions

Procurement and Purchasing Policy

PURPOSE

The purpose of this policy is to formalize the process the Town must follow to comply with state statutes that govern a municipality's procurement of goods and services and to identify parties that are subject to such compliance.

APPLICABILITY

This policy applies to all employees, boards and commissions of the Town and the Oxford School District.

DEFINITIONS

Sound business practice – practice that ensures the receipt of favorable prices by periodically soliciting price lists or quotes.

Encumbrance – triggered by the issuance of a purchase order to a vendor; the reservation of a portion of an appropriation to insure that funds are available to pay an invoice from the vendor upon receipt for the good or service ordered.

POLICY

It shall be the policy of the Town as follows:

- The Town Manager shall serve as the Chief Procurement Officer of the Town.
- The Town Manager shall be the signatory on all town contracts including purchase orders.
- The Superintendent of the Oxford Public Schools, shall serve as Chief Procurement Officer of the Oxford Public School District pursuant to the delegation of such authority by the Town Manager.
- The Director of the Public Library shall serve as Chief Procurement Officer for the Oxford Public Library pursuant to the delegation of such authority by the Town Manager.
- As chief procurement officer of the Town, the Town Manager may delegate his/her powers and duties to one or more employees of the Town. Such delegation shall be in writing, be signed by the chief procurement officer, and state the activity or function authorized and the duration of the delegation. A delegation may be in specific or general terms, may be limited to a particular procurement or class of procurements, and may be conditioned upon compliance with specified procedures. A delegation may be revoked or amended whenever the chief procurement officer determines that revocation or amendment is in the best interests of the Town. A delegation of powers or duties by the chief procurement officer and any revocation or amendment thereof shall not take effect until a copy of the same has been filed with the office of the Inspector General of the Commonwealth.

- It shall be the policy of the Town that all employees shall procure goods and services pursuant to sound business practices and in compliance with all applicable laws and regulations of the Commonwealth and Town By-Laws, including ethics provisions that govern the conduct of public officials and employees.
- It shall be the policy of the Town that all department heads and those employees designated by a department head to solicit bids for goods and services shall within X months of the beginning of their employment with the Town, pursue all training opportunities and certifications offered by the Commonwealth in the area of procurement that is pertinent to their daily operations including the following:
 - MGL Chapter 30B – procurement of supplies and services
 - MGL Chapter 149 – building (vertical) construction
 - MGL Chapter 7C, §§ 44-58 – designer services
 - MGL Chapter 30, §39M --Non-building (horizontal) Construction
- The Town shall comply with all purchasing-related record retention requirements as promulgated by state statute and regulations.

PROCEDURES

The following procedures shall be followed in the procurement of goods and services:

- The head of each town department shall be responsible for the procurement of goods and services of the department.
- The department head may designate one or more employees to solicit bids for goods and services.
- The purchase of any good or service in excess of \$1,000 shall require the issuance of a purchase order.
- Though goods and services of less than \$1,000 generally do not require a purchase order, if a good or service is on order and anticipated to be delivered and/or invoiced after the close of the fiscal year, each department must initiate a requisition for a purchase order for the good or service for the purpose of posting an encumbrance of funds from the current year's budget so they are available to pay invoices when submitted.
- For all purchases, whether or not they require a purchase order, vendors shall be instructed to transmit invoices to the department that generated the order
- With the exception of designer selection, the solicitation of bids for any good or service in the amount of \$10,000 or less must be made on the basis of sound business practices, i.e., to the extent practicable be made competitively by seeking at least 3 quotations based on a common specification. (For designer selection, services with an estimated cost of \$30,000 or requires solicitation of quotes from three designers.)

- The solicitation of bids for goods or services in excess of \$10,000 (\$30,000 in the case of designer selection), excepting those exempt from competitive bidding by statute, must adhere to the requirements of Massachusetts General Laws. The threshold for competitive solicitation of designer selection.
- In the case of procurement of those goods or services exempt from competitive bidding by statute, to the extent practicable, efforts shall be made to solicit competitive quotations from at least three vendors/firms.
- The procurement of a good or service which is estimated to cost in excess of \$10,000 may not be split into multiple procurements in order to evade the requirements of Massachusetts General Laws.
- The Finance Director/Town Accountant shall establish a hierarchy of approvals of purchase order requisitions that, at a minimum, shall include:
 - The department head of the requisitioning department if the requisition was initiated by one of his/her designees
 - The Finance Director/Town Accountant or his/her designee
 - The Town Manager
- A requisition for a purchase order in excess of \$10,000 shall be accompanied by evidence that competitive quotes were sought in compliance with Massachusetts General Laws governing the good or service being procured.
- If the procurement is for a good or service that calls for the signing of a detailed contract in addition to a purchase order, a copy of the proposed contract shall accompany the requisition and include signature blocks for the Finance Director/Town Accountant (to certify the availability of funds), and for the Town Manager.
- The Town Manager, in consultation with Town Counsel, shall develop a template for a standard contract for the procurement of goods and services that shall include provisions that will protect the interests of the Town and will be subject to modification to meet the needs of any particular procurement.
- Competitive bids may be waived in instances where it is demonstrated that only one vendor can provide a good or service in an amount of \$50,000 or less, referred to as a sole source procurement. A requisition for a purchase order for a sole source procurement must be accompanied a memorandum from the head of the department seeking the purchase order stating the evidence that there is only one vendor who can provide the good or service.

- Pursuant to Massachusetts General Laws, whenever the time required to procure a good or service would endanger the health or safety of the people or their property due to an unforeseen emergency, the Chief Procurement Officer may authorize an emergency procurement that does not comply with statute. A record of each emergency procurement shall be maintained, documenting the basis for the determination that an emergency exists, the name of the vendor providing the good or service, the amount and type of contract, and a list of the supplies or services purchased under the contract. The record of the emergency procurement must be submitted as soon as possible to the Secretary of State for publication in Goods and Services Bulletin.

REFERENCES

MGL Chapter 30B
MGL Chapter 149
MGL Chapter 7C, §§ 44-58.
MGL Chapter 30, §39M
M.G.L. Chapter. 268A
MGL Chapter 66, § 8

Oxford By-Laws: Chapter 5 Financial Affairs and Town Contracts

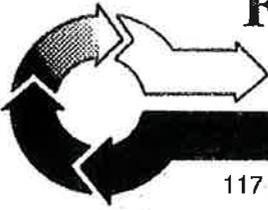
Publications of the Commonwealth of Massachusetts, Office of Inspector General:

- The Chapter 30B Manual: Procuring Supplies, Services and Real Property
- Designing and Constructing Public Facilities,
- Charts on Procurement Procedures
- Model Designer Selection Procedures for Municipalities and Other Local Public Agencies
- Code of Conduct for Public Employees

Adopted by:

Date Adopted:

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street, Second Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND
THE TOWN OF MONTAGUE
REGARDING HAULING & DISPOSAL OF SLUDGE

This Memorandum of Understanding (MOU), is executed this 27 day of July, 2020, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District", and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESS THAT:

WHEREAS, the District issued an Invitation for Bids for hauling and disposal of sludge from municipal treatment plants, and
WHEREAS, the District awarded a contract to Wall Trucking, Inc. for hauling and disposal of sludge from the Town, and
WHEREAS, the District is making this contract available to the Town,
THEREFORE, the District and the Town agree to the following terms and conditions regarding said contract:

1. The District shall provide administration of the contract on behalf of the Town. The District shall receive all bills from Wall Trucking, Inc. for services provided by them to the Town. The District will review bills for each facility for accuracy.
2. The contract with Wall Trucking, Inc. includes a fuel adjustment clause which allows for a fuel credit or a fuel surcharge depending on the US DOE retail diesel price for New England.
3. The District shall, within five (5) days of receipt of Wall Trucking's bills, remit to the Town an invoice for the share of the hauling and disposal costs incurred by the Town. The District's invoice will include an administrative fee as detailed in Attachment A, excluding any fuel surcharges. Attachment A lists the Town's per unit costs.
4. Bills from Wall Trucking may include a \$75 per hour demurrage charge if it takes in excess of 45 minutes to load Wall's truck. The charge will be pro-rated per minute. The demurrage charge will not be assessed in situations that are due to equipment failure, an emergency or other unusual circumstance. The District will not charge an administrative fee on any demurrage charges.
5. The facility has the right to submit a bill to the District for overtime costs associated with loading Wall's truck when the contractor is delayed beyond normal operating hours. The overtime charges will not be assessed in situations due to extreme weather, vehicle failure, or other unusual circumstance.

6. The Town will remit payment to the District for all charges invoiced by the District within thirty (30) days of receipt of the District's invoice. In the event that payment from the Town does not reach the District office within thirty (30) days, the District may charge a 1.5% late fee on the next invoice sent to the Town, only if such late fees are assessed by the Contractor.

7. The facility shall contact the hauler directly to arrange for pickups. Contact information will be provided to the manager of the Town's facility.

8. The Town has the right to terminate this Agreement at any time, without cause. The District requires no fewer than sixty (60) days written notice prior to the Town terminating this Agreement. If less than sixty (60) days notice is given, the Town will be financially responsible for the District's lost administrative fees. For example, if a town provides written notice on March 1st to terminate on April 30th, there are no lost administrative fees and no charge to the Town. If a town provides written notice on March 1st to terminate on March 31st, the Town will be responsible to pay the District for lost administrative fees for one month. Lost administrative fees will be calculated using an average administrative fee based upon the previous three months' invoices.

9. The District will remedy any problems regarding the performance of Wall Trucking, Inc. If the Town experiences any problems with the Contractor it must report them to the District. Any questions or problems concerning the sludge hauling contract shall be directed to Jan Ameen, Executive Director, at 413-772-2438 or fcswmd@crocker.com.

10. This MOU may be amended by written agreement of both parties.

11. This MOU shall remain in effect beginning July 1, 2020 and ending June 30, 2021.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

FCSWMD

Selectboard Member

Jonathan Lagreze, Chair

Selectboard Member

Date

Selectboard Member

Date

ATTACHMENT A

**SLUDGE HAULING AND DISPOSAL COSTS
JULY 1, 2020 – JUNE 30, 2021**

MONTAGUE

End Disposal Facility	Transportation Cost Per Gallon	Disposal Cost Per Gallon
Lowell Regional Wastewater Facility	\$0.0648	\$0.079*
Admin. Fee	\$500/year annual flat rate fee \$0.0035/gallon	

* Disposal at Lowell is based on percent solids.

Management group awards 4 Galkowski scholarships

The Massachusetts Municipal Management Association awarded four local officials with scholarships from the Nancy Galkowski Legacy Fund.

Three of the four officials will use the scholarship to complete coursework in the Massachusetts Certified Public Purchasing Officer program. They are Wenham Administrative Services Director Jackie Bresnahan, Southborough Library Director Ryan Donovan, and Chelsey Little, director of Montague's water pollution control facility.

West Stockbridge Town Administrator Marie Ryan will receive funding to attend the MMA Annual Meeting in 2021.

Nancy Galkowski had a 35-year career in municipal management in Massa-



Jackie Bresnahan



Marie Ryan



Ryan Donovan



Chelsey Little

chusetts and a passion for mentoring younger managers and being of service to all of her peers. Following her death in 2013, her Management Association colleagues established a fund to honor her memory and continue her legacy.

The fund accepts applications once a year in the spring.

Contact: MMA Senior Member Services Coordinator Denise Baker at dbaker@mma.org

Officials asked to update information for Municipal Directory

The MMA is seeking updates from cities and towns for its 2020-2021 Massachusetts Municipal Directory, a comprehensive resource for connecting with colleagues.

As of July 15, 79 communities had updated their information using the convenient online tool.

Everett was the first community to complete its updates this year, with Executive Manager Dolores Lattanzi submitting them at 10:09 a.m. on July 1, the day that the first emails were sent

with links to the online tool.

The online update form is pre-populated with the personnel information currently on file with the MMA, and should take only a few minutes to update by the person most familiar with a city or town's personnel.

The MMA has sent emails to the chief municipal official and a selected designee in each community, with a link to the tool and the username to access it.

The Massachusetts Municipal Directory includes listings of local officials and

contact information, as well as demographic and financial data, for all of the state's cities and towns. The annual publication also includes sections devoted to regional school districts, state and federal government agencies, and relevant professional organizations, as well as a guide to products and services for municipalities.

The new edition of the directory will be published this fall.

For more information, contact the MMA at directory@mma.org.

WEMO to hold second annual leadership conference virtually

Women Elected Municipal Officials will be holding its second annual leadership conference virtually this year. The event will be free of charge.

The conference will feature a keynote speaker followed by facilitated breakout

discussions, where participants will have the opportunity to discuss prompted topics and ideas for future WEMO programming in small groups using Zoom's breakout room feature.

Additional information, including

speaker details and registration instructions, will be made available over the summer.

Contact: MMA Member Services Coordinator Isabelle Nichols at inichols@mma.org

MMHR accepting nominations for 2020 Skop Award

Massachusetts Municipal Human Resources is accepting nominations through Sept. 1 for its annual [Emil S. Skop Award](#), given in recognition of outstanding contributions made to the field of municipal human resources management.

Nominations will be accepted from MMHR members, human resources colleagues, municipal chief administra-

tive officers, municipal personnel/human resources boards, officials of state human resources-related agencies, and other related entities.

Skop was one of the founding members of the Massachusetts Municipal Personnel Association (renamed MMHR in 2019) and served as its first executive secretary.

Before "networking" became a recogniz-

able term, Skop acknowledged the value of sharing information and experiences with other human resources and labor relations professionals. He is recognized for his tireless efforts in this area.

[The award criteria and nomination form can be found here.](#)

Contact: MMA Member Services Coordinator Isabelle Nichols at inichols@mma.org



MONTAGUE PARKS & RECREATION DEPARTMENT
56 First Street, Unity Park Fieldhouse
Turners Falls, MA 01376
Phone: (413) 863-3216/Fax: (413) 863-3229
www.montague-ma.gov

Jonathan J. Dobosz, CPRP, CPO
Director of Parks & Recreation
recdir@montague-ma.gov

Jennifer L. Peterson
Clerk/Bookkeeper
recclerk@montague-ma.gov

MEMO

TO: Montague Board of Selectmen
FROM: Jon Dobosz, Director of Parks & Recreation
RE: Implementation of Carry-In/Carry-Out Trash Policy at Parks
DATE: July 23, 2020

This summer the Parks & Recreation Department started to implement a "Carry-In/Carry-Out" Policy relative to trash management at our parks, specifically; Unity Park, Montague Center Park, Highland Park in Millers Falls, and Rutter's Park and Norma's Park in Lake Pleasant.

During their February 2020 meeting, the Parks & Recreation Commission voted to implement a "Carry-In/Carry-Out" approach to waste management at our parks. Particular concern was given to Unity Park, and in fact, we have seen an increase in illegal dumping of household trash at that facility in the last couple of months; galvanizing our motives for establishing such policy.

Numerous park systems at the municipal, state, and federal level have instituted Carry-in/Carry-out practices, and it has proven to be an effective method of not only combating illegal dumping, but also reducing litter, lessening the waste management burden for local authorities, as well as alleviating staff to address other tasks of higher priority (*however, that is more of an issue for our Department of Public Works*). It has also shown to enhance conservation efforts, foster a greater sense of stewardship, and eliminate wildlife encroachment.

Our goal is to implement this broad-based program for a year, then make a final decision as to if a permanent Carry-In/Carry-Out policy would be appropriate. We may find that some facilities in our park system would benefit with returning to a standard service of providing waste receptacles on-site. Nevertheless, while at first this may be an inconvenience for some, "owning" our trash and bringing it with us when we leave may create a cleaner and healthier park system.

As always, we appreciate the community's support with these efforts by continuing to play a vital role in making our parks a great destination for all

Town of Montague
Personnel Status Change Notice
New Hires

Employee # 1311

Board Authorizing Appointment: Selectboard Meeting Date: 07/27/2020

Authorized Signature: _____

Board Authorizing Wages: Selectboard Meeting Date: 07/27/2020

Authorized Signature: _____

General Information:

Full name of employee: <u>Tina Tyler</u>	Department: <u>WPCF</u>
Title: <u>Admin. Assistant</u>	Effective date of hire: <u>7/27/2020</u>

New Hire:

Permanent: <u>Y</u> <u>X</u> N	If temporary, estimated length of service: <u>8 weeks</u>
Hours per Week: <u>12</u>	Union: <u>NAGF</u>

Wages:

Union: <u>NAGF</u>
Wages: Grade <u>D</u> Step <u>11</u> Wage Rate: <u>\$25.95</u> (annual/ <u>hourly</u>)
Notes: <u>Tina to fill in until new hire is appointed and trained.</u>

Copies to:

- | | | |
|------------------|------------------|--------------------------|
| _____ Employee | _____ Department | _____ Board of Selectmen |
| _____ Treasurer | _____ Accountant | _____ Retirement Board |
| _____ Town Clerk | | |

103

Name: David Jensen

MONTAGUE APPOINTED OFFICIAL

NAME: David Jensen

DATE: 7/27/2020

COMMITTEE: Zoning Board of Appeals

TERM: 1 yr.

TERM EXPIRATION: 6/30/2021

SELECTMEN, TOWN OF MONTAGUE TERM STARTS: 7/27/2020

David Jensen personally appeared and made oath that he would faithfully and impartially perform his duty as a member of the Zoning Board of Appeals 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.



ZONING BOARD OF APPEALS
TOWN OF MONTAGUE
ONE AVENUE A
TURNERS FALLS, MA 01376

July 22, 2020

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

Dear Selectboard,
I would like to recommend David Jensen to be appointed as an alternate member to the Zoning Board of Appeals.

Sincerely,

John Burek

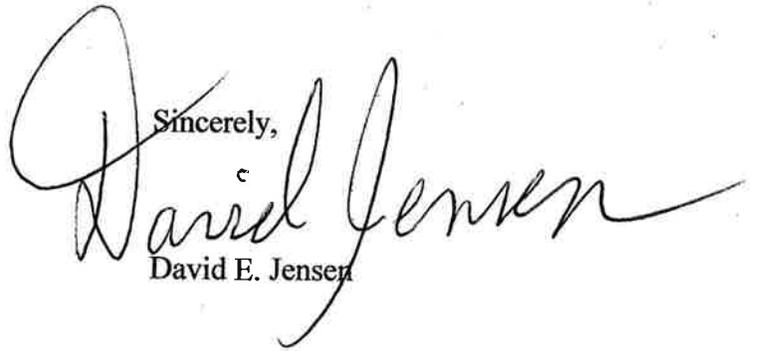
Zoning Board of Appeals Chairman

David E. Jensen
13 Denton Street – PO Box 44
Lake Pleasant, MA 01347
(413) 834-4878
djensen77@yahoo.com

July 2, 2020

John Burek, Chair: Zoning Board of Appeals
Board of Selectmen

I would like to express my interest in being appointed to the Zoning Board of Appeals as an Alternate Member. Thank you for your consideration.

Sincerely,

David E. Jensen

Cc:

100

Name: David Jensen

MONTAGUE APPOINTED OFFICIAL

NAME: David Jensen

DATE: 7/27/2020

COMMITTEE: Alternate Building Inspector

TERM: 1 yr.

TERM EXPIRATION: 6/30/2021

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 7/27/2020

David Jensen personally appeared and made oath that he would faithfully and impartially perform his duty as a member of the **Building Dept.** 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.

10P



Town of Montague
OFFICE OF THE TREASURER/COLLECTOR
1 Avenue A
Turners Falls, MA 01376
(413)863-3200 Fax(413)863-3224
treasurer@montague-ma.gov

July 23, 2020

TO: Personnel Board

FROM: Cheryl Clark
NAGE Union President

Eileen Seymour
Treasurer/Tax Collector

The Treasurer/Tax Collector is requesting that the current part-time position be officially increased to 35 hours from 25 until such time as one of the current full-time positions is vacated due to retirement.

I am requesting this because one of my full timers is going out on medical leave for 8-12 weeks and Tina will be working full time as a result of that. Shortly after her return from medical leave the full time employee will be retiring and the position will be posted as required by union rules.

By doing this, Tina will be able to accrue time as she should for 35 hours.

The NAGE union agrees with this increase in hours and understands that this is not an addition of a full-time position.

Sincerely,

Cheryl Clark
NAGE Union President

Sincerely,

Eileen Seymour
Treasurer/Tax Collector

Personnel Board Approval:

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1587

General Information:

Full name of employee: Tina Sulda

Department: Tax Collector

Title: Treasury & Collections Specialist

Effective date of change: 7/27/2020

New Hire:

Permanent: ___ Y ___ X ___ N If temporary, estimated length of service: 12/10/2020

Hours per Week: 35 _____ Union: NAGE _____

Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____

Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)

New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Notes:

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
_____ Town Clerk

11

WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Tuesday, July 21, 2020 11:34 AM
To: WendyB-Montague Board of Selectmen
Cc: River Culture; Walter Ramsey - Montague Planner; TomB - Montague Highway Department; MatthewC - Montague Highway Department; Owen Wormser
Subject: FW: Planter maintenance budget
Attachments: Maintenance Requirements.pdf; ATT00001.htm

Hi Wendy

Please add the following item to our Selectboard Agenda next Monday night:

“Request for Additional Support to Enhance Beauty and Sustainability of Avenue A Planters”

This request is brought by our Planter Coordinator, Owen Wormser. The request would be for the expenditure of \$2,000 of the existing DPW budget on contracted support for maintenance of the plantings, as described in the attached document. While it is early in FY21, Matt Cadran has confirmed that this can be done without an adverse impact on other projects.

Owen will confirm separately whether he can join us for the Zoom meeting.

Steve

From: Owen Wormser [<mailto:owenwormser@gmail.com>]
Sent: Tuesday, July 21, 2020 11:20 AM
To: StevenE - Montague Town Administrator
Subject: Planter maintenance budget

Hi Steve,

Below is the information you requested. If you need anything else, or suggest I present this differently in any way, please let me know.

Thanks!
Owen

Maintenance Requirements for Avenue A Planters

Owen Wormser
Planter Coordinator

7/21/20

After almost 5 years of organizing and collaboration, many of the downtown planters have been resurrected. Many hundreds of volunteer hours, thousands of dollars, and over 800 plants and over 800 flower bulbs have gone into this effort.

Now that improvements have been made, the biggest challenge to keeping them in place is the lack of regular ongoing maintenance. I have personally played that role of over the years, donating lots of my time but that specific type of work is not something I can keep doing. I have also tried hard to organize volunteers, but this approach is unpredictable and not even close to being reliable enough.

However, with a small budget, a professional gardener could be paid \$25 an hour to maintain most, if not all of the planters throughout the growing season. 50-70 hours a year allocated towards this along with a small budget for mulch would not only allow us to lock in our gains, it would allow for me to continue building on what we've already done. If a gardener is hired, I will provide regular oversight and guidance to ensure that their input is used effectively.

With this in mind, a budget of \$2000 dollars dedicated to the planters' regular maintenance will have a huge impact. The work I have initiated in the last 5 years is at a junction. Without this level of support, the project devolves into neglect. On the other hand, with just a small amount of support this project will continue to grow and flourish.

--Owen Wormser

12A



FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY
214 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781

AUTHORIZATION TO DISBURSE No. 1

**TOWN OF MONTAGUE FY19 (6C)
SPINNER PARK RESTORATION PROJECT
Contractor: Sciaba Construction Corporation
1801 Main Street
Walpole, MA 02081-1433**

Date: July 23, 2020

Original Contract Amount:	\$282,200.00
Addenda	-
Total Contract	282,200.00
Total Paid to Date:	-
Balance:	282,200.00
This Invoice:	52,459.00
Balance:	229,741.00

Work Items Complete:

See attached Application & Certification for Payment for period to: 7/14/20	FY2019 CDBG
---	-------------

I have reviewed this invoice on 7/23/20 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 52,459.00



Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
 Town of Montague
 One Avenue A
 Turner Falls, MA 01376

FROM CONTRACTOR:
 Sciabs Construction Corporation
 1801 Main street
 Walpole, MA-02081

PROJECT:
 Spinner Park Restoration
 One Avenue A, Turner Falls, MA
 FY 19 CDBG

VIA ARCHITECT:
 The Berkshire design grouping
 4 Allen Place
 Northampton, MA 01060

AIA DOCUMENT G702
 APPLICATION NO: 1

PAGE 1 OF 4 PAGES

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 07/14/20

PROJECT NO: FY 19 CDBG

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 282,200.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 282,200.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 55,220.00
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 2,761.00
(Column D + E on G703)
 - b. % of Stored Material \$
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$ 2,761.00
(Line 4 Less Line 5 Total) \$ 52,459.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 229,741.00

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to the Contractor for Work for which previous Certificates for Payment were issued, and that payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: PATRICIA M. RAINVILLE
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires January 14, 2022

BY: *[Signature]*
 State of: Massachusetts County of Norfolk
 Subscribed and sworn to before me this 17th day of July
 Notary Public: Patricia M. Rainville
 My Commission expires: 1/14/2022
 Date: 7/17/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 52,459
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
 By: *[Signature]* Date: 7/20/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

APPLICATION NO. 1

APPLICATION DATE: 7/14/20

PERIOD TO: 7/14/20

ARCHITECT'S PROJECT NO. FY 19 CDBG

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
1.01	General Conditions										
1.02	Mobilization	\$12,250.00	\$0.00	\$0.00	\$12,250.00	\$0.00	\$0.00	\$12,250.00	100.00%	\$0.00	\$612.50
1.03	Bonds & Insurance	\$5,200.00	\$0.00	\$0.00	\$5,200.00	\$0.00	\$0.00	\$5,200.00	100.00%	\$0.00	\$260.00
1.04	Supervision	\$8,000.00	\$0.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	20.00%	\$6,400.00	\$80.00
1.06	Project Management	\$3,500.00	\$0.00	\$0.00	\$700.00	\$0.00	\$0.00	\$700.00	20.00%	\$2,800.00	\$35.00
1.07	Field Survey & Equipment	\$5,000.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	10.00%	\$4,500.00	\$25.00
1.09	Temporary Fence	\$2,750.00	\$0.00	\$0.00	\$2,750.00	\$0.00	\$0.00	\$2,750.00	100.00%	\$0.00	\$137.50
1.10	Storage Container	\$750.00	\$0.00	\$0.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$37.50
1.11	Privy	\$700.00	\$0.00	\$0.00	\$140.00	\$0.00	\$0.00	\$140.00	20.00%	\$560.00	\$7.00
1.12	Dumpster & Clean	\$800.00	\$0.00	\$0.00	\$160.00	\$0.00	\$0.00	\$160.00	20.00%	\$640.00	\$8.00
1.13	Generate Initial Schedule	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
1.14	Schedule Updates	\$600.00	\$0.00	\$0.00	\$120.00	\$0.00	\$0.00	\$120.00	20.00%	\$480.00	\$6.00
1.15	Procure	\$2,500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	20.00%	\$2,000.00	\$25.00
1.15	As-Builts	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$750.00	\$0.00
1.16	Submittals & Mockup	\$1,500.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00	20.00%	\$1,200.00	\$15.00
1.17	Demobilization	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
	Sub-total	\$49,800.00	\$0.00	\$0.00	\$27,970.00	\$0.00	\$0.00	\$27,970.00	56.16%	\$21,830.00	\$1,398.50
31-2000	Site Preparation & Demolition										
	Silk sacks	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
	Sawcutting	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
	Disconnect Power, Lights & Poles & Stockpile	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
	Remove & Store Site Furnishings	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
	Remove & Dispose Light Poles	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
	Remove & Dispose Bituminous Concrete	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
	Remove & Dispose Retaining Walls	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
	Remove & Dispose Existing Concrete Sidewalk	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
	Cut & Remove Trees	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
	Remove & Dispose Misc. Site Items	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
	Protect Existing Sculpture & Plaque	\$3,000.00	\$0.00	\$0.00	\$750.00	\$0.00	\$0.00	\$750.00	25.00%	\$2,250.00	\$37.50
	Sub-total	\$27,500.00	\$0.00	\$0.00	\$25,250.00	\$0.00	\$0.00	\$25,250.00	91.82%	\$2,250.00	\$1,262.50
31-5001	Excavation, Filling & Grading										
	Strip & Stockpile Topsoil	\$4,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	50.00%	\$2,000.00	\$100.00
	Exterior rough grading, cutting & filling	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
	Furnish & Install gravel for footings	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
	Sub-total	\$11,500.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	17.39%	\$9,500.00	\$100.00
	SHEET TOTAL	\$88,800.00	\$0.00	\$0.00	\$55,220.00	\$0.00	\$0.00	\$55,220.00	62.18%	\$33,580.00	\$2,761.00

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

PAGE 4 OF 4 PAGES

APPLICATION NO: 1

APPLICATION DATE: 7/14/20

PERIOD TO: \$44,026.00

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
				THIS PERIOD						
	Balance Forward	\$199,900.00	\$0.00	\$55,220.00	\$0.00	\$55,220.00	\$55,220.00	27.62%	\$144,680.00	\$2,761.00
	Install Granite Seat wall & Granite curb	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,900.00	\$0.00
	Furnish Decorative Anti-Skate Guard	\$2,000.00	\$0.00	\$6.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
	Install Decorative Anti-Skate Guard	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
	Furnish Trash Receptacles	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
	Install Trash Receptacle	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	\$0.00
	Reinstall Plaque	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	\$0.00
	Reinstall base for sculpture	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,600.00	\$0.00
	Furnish & Install Hose Bib	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
	Sub-total	\$15,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,900.00	\$0.00
32-9300	Planting									
	Furnish & Install Loan & Fertilizers	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,400.00	\$0.00
	Furnish Plants	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
	Install Plants	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
	Sub-total	\$20,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,400.00	\$0.00
33-4100	Storm Drainage									
	Furnish & Install drainage pipe	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
	Furnish & Install drain structures	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
	Furnish & Install fittings & Bends	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
	Furnish & Install Castings	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
	Test drainage system	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
	Sub-total	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
26-1000	Site Electrical									
	Furnish & Install new Panel boards	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
	Furnish & Install new feeders	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
	Furnish & Install new junction boxes	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00
	Furnish & Install Light bollards	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00
	Furnish & Install Light poles	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00
	Furnish & Install sleeves, hangers and misc. Products	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
	Furnish & Install New self contained meter socket	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
	Testing & Warranty	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
	Sub-total	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,000.00	\$0.00
	Grand Total	\$282,200.00	\$0.00	\$55,220.00	\$0.00	\$55,220.00	\$55,220.00	19.57%	\$226,980.00	\$2,761.00



IQB

FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY
214 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781

AUTHORIZATION TO DISBURSE No. 6
Invoice # 2019-135-8
TOWN OF MONTAGUE FY19 (6K)
SPINNER PARK RESTORATION PROJECT
Contractor: Berkshire Design Group, Inc.
4 Allen Street
Northampton, MA 01060

Date: July 23, 2020

Original Contract Amount:	11,000.00
Addenda	-
Total Contract	11,000.00
Total Paid to Date:	4,179.60
Balance:	6,049.96
This Invoice:	275.00
Balance:	5,774.96

Work Items Complete:

See attached invoice #2019-135-8 dated: July 2, 2020	FY2019 CDBG
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I have reviewed this invoice on July 23, 2020 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ **275.00**

Director of Community Development – HRA

I hereby authorize the above payment

TOWN of MONTAGUE

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 # 2019-135-8

July 2, 2020

Project No: 2019-135

Re: Spinner Park Bidding & Construction Administration

For professional landscape architectural, civil engineering and land surveying services listed below for the period June 1, 2020 to June 30, 2020:

Email Invoices To: bmchugh@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Construction Documents	\$11,000.00	47.50%	2.50%	\$275.00
	\$11,000.00			

Subtotal Task Charges **\$275.00**

INVOICE TOTAL **\$275.00**

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.

Statement of Accounts

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2019-135-5	4/10/2020	\$0.00	\$0.00	(\$0.04)	\$0.00	(\$0.04)
2019-135-7	6/5/2020	\$770.44	\$0.00	\$0.00	\$0.00	\$770.44
Total Prior Billing		\$770.44	\$0.00	(\$0.04)	\$0.00	\$770.40

Total Due **\$1,045.40**

Grant of Easements

Turners Falls Fire District (“Grantor”), a Massachusetts fire district, established pursuant to G.L. c. 48, §62, having an address of 226 Millers Falls Road, Turners Falls, MA 01376, in consideration paid of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the **Town of Montague** (the “Town”), a Massachusetts municipal corporation, having an address of Montague Town Hall, One Avenue A, Turners Falls, MA 01376, with Quitclaim Covenants, the rights and easements described herein.

Whereas, Grantor is the owner of property located at 180 Turnpike Road, Turners Falls, and more particularly described in a deed recorded with the Franklin County Registry of Deeds in Book 1383, Page 184 (the “Grantor Property”);

Whereas, the Town is the owner of property located at 178 Turnpike Road, Turners Falls, being the site of a police station and other improvements thereon, described in deeds recorded with the Franklin County Registry of Deeds in Book 5538, Page 193 and in Book 5452, Page 82 and property located at 128 Turners Falls Road, Turners Falls, being the site of a public works building and other improvements thereon, described in a deed recorded with the Franklin County Registry of Deeds in Book 5452, Page 82 (together, the “Benefited Property”);

Whereas, the Town requested Grantor to grant the Town an access and utility easement on a portion of the Grantor Property for use by the Town; and

Whereas, Grantor is amenable to granting the Town an easement on a portion of the Grantor Property for the benefit of the Benefited Property, on the terms set forth herein.

Now, therefore, the parties hereby agree as follows:

1. Permanent Easement. Grantor hereby grants the Town a permanent non-exclusive easement in, on, and under the portion of the Grantor Property shown as “Proposed Access and Utility Easement Area” on a plan entitled “Proposed Access and Utility Easement Plan of Land in Montague, Massachusetts Franklin Registry Prepared for the Town of Montague,” dated May 13, 2019, prepared by Harold L. Eaton Associates, Inc., said plan attached as Exhibit A and incorporated herein (the “Easement Premises”) for pedestrian and vehicular access to the Benefited Property and for any and all uses incidental and ancillary thereto, including, without limitation, for the purpose of constructing, maintaining, improving and/or repairing the Benefited Property, and for the purpose of installing, operating, maintaining, improving and/or repairing utilities, below and above ground, including, but not limited to, water, sewer and electricity, to the Benefited Property.

2. Construction and Maintenance of Access Way. The Town shall have the right, but not the obligation, to alter and/or improve the Easement Premises for the purposes stated herein, including, without limitation, paving the Easement Premises, installing signs, and making other improvements, as the Town deems advisable. The Town shall have the right to relocate the existing access drive on the Easement Premises, and to reconfigure the parking on the Grantor Property as required to accommodate the relocated access drive, assuming all costs and expenses associated therewith. The Town shall maintain the Easement Premises in a reasonably safe and passable condition, including removing snow and ice therefrom in the same manner and with the same frequency in which the Town maintains secondary streets in the Town of Montague.

3. Town's Rights. The Town shall have the right, but not the obligation, to locate, construct, install, maintain, repair, reconstruct, and forever use and enjoy the Easement Premises for any and all uses and improvements incidental and ancillary thereto. Included in this easement is the right of the Town to trim, cut, fill and remove any and all trees, underbrush, obstructions and other vegetation within the limits of the Easement Premises to ensure safe, year-round access. The Town shall have the right of entry upon and passage over said Easement Premises by foot and motor vehicle, including heavy equipment, from time to time and at any time, for all purposes stated herein and uses incidental thereto and using, as needed, construction equipment, materials or other incidental items necessary or convenient to the proper construction and maintenance of the Benefited Property and the Easement Premises. The Town shall at all times comply with all applicable federal, state and local laws, by-laws and regulations with respect to the use of the Easement Premises by the Town. In the event the Town damages any portion of the Grantor Property outside of the Easement Premises or any improvements thereon, the Town shall promptly restore the Grantor Property or improvement to its condition substantially similar to the condition that existed immediately prior to such damage.

4. Grantor's Use. Grantor acknowledges that the Easement Premises needs to remain open and unobstructed. Grantor shall have the right to use the Easement Premises, in common with the Town, for pedestrian and vehicular purposes provided that Grantor does not interfere unreasonably with the exercise of the rights granted hereunder to the Town. Grantor agrees that no temporary or permanent buildings or structures shall be constructed, installed or placed in or on the Easement Premises, but Grantor may install utilities within the Easement Premises provided Grantor informs the Town in writing, at least thirty (30) days prior to undertaking any work within the Easement Premises that may unreasonably interfere with the use thereof by the Town, and agrees to conduct such work expeditiously and use diligent efforts to minimize any adverse impact on the use of the Easement Premises, and Grantor restores the surface of the Easement Premises to its condition prior to Grantor's disturbance. Any improvements or alterations made to the Easement Premises in violation of the provisions hereof shall be removed at Grantor's sole cost and expense. Grantor shall repair any damage caused to the Easement Premises and/or any improvements thereon by Grantor and/or Grantor's agents, employees, representatives, customers, invitees and others acting by or through Grantor

5. Subordinations. Grantor agrees to obtain and record with the Registry of Deeds simultaneously with this Grant of Easements all documents necessary to subordinate any mortgage, lease, or any other agreement which gives rise to a security interest affecting the Easement Premises.

6. Binding. The provisions of this Grant of Easements shall inure to the benefit of and bind the successors and assigns of the respective parties to it in perpetuity. This Grant of Easements shall be for the benefit or, and appurtenant to, the Benefited Property.

7. Complete Agreement. The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the use of the Easement Premises. No modification of this Grant of Easements shall have any effect unless signed by Grantor and the Town. Any recording fees for recording an amendment of this Grant of Easements shall be paid by the party requesting the amendment. Each party herein represents to the other that the execution and delivery of this Grant of Easements has been duly authorized and that the person signing on its behalf has all requisite authority to do so. All disputes shall be brought in the courts of the Commonwealth of Massachusetts and be governed by Massachusetts laws.

The certified vote authorizing the grant of the Easement Premises from the Grantor to the Town is attached hereto and incorporated herein.

The Town's Acceptance of Easement and certified vote authorizing the acceptance of the Easement Premises are attached hereto and incorporated herein.

[Signature Page Follows]

Signed under seal as of this _____ day of _____, 2020.

TURNERS FALLS FIRE DISTRICT,
By Its Prudential Committee

David J. Zamojski, Chairman

John A. Greene

Todd O'Brien

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ___ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, members of the Turners Falls Fire District Prudential Committee, who proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Turners Fall Fire District.

Notary Public

My Commission Expires:

ACCEPTANCE OF GRANT OF EASEMENTS

On this ____ day of _____, 2020, the Town of Montague, acting by and through its Selectboard, pursuant to the vote taken under Article 17 of the October 2, 2019 Special Town Meeting, and every other authority appertaining, hereby accepts the foregoing Grant of Easements from the Turners Falls Fire District.

TOWN OF MONTAGUE,
By Its Selectboard

Richard Kuklewicz, Chairman

Michael Nelson, Vice Chairman

Christopher Boutwell

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, members of the Montague Selectboard, who proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Town of Montague.

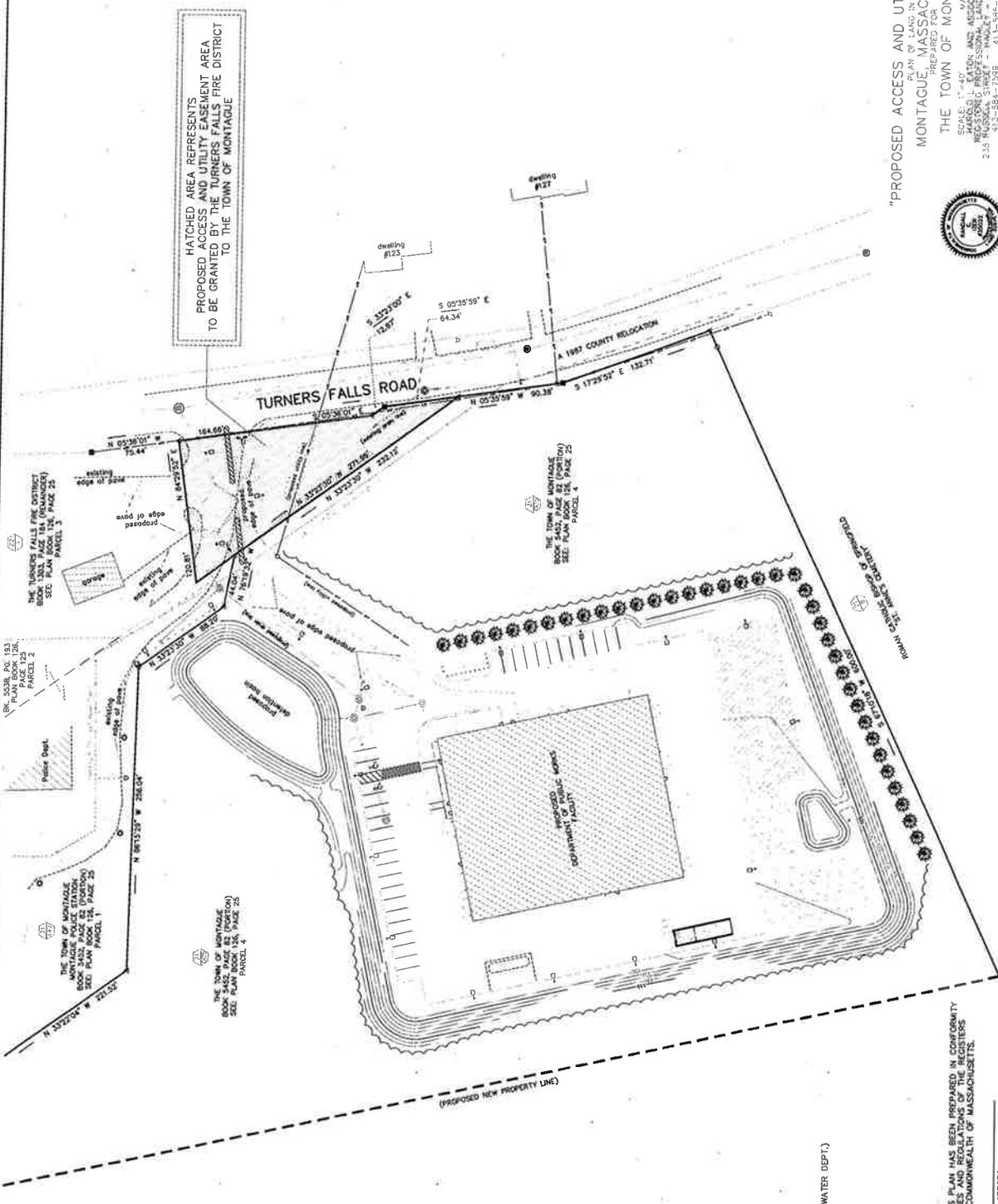
Notary Public
My Commission Expires:

Exhibit A

Plan

I REPORT THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING AND PROPOSED LOTS AND THE LINES OF STREETS AND WAYS SHOWN ARE THE LINES OF STREETS AND WAYS SHOWN OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

SURVEYOR:



HATCHED AREA REPRESENTS PROPOSED ACCESS AND UTILITY EASEMENT AREA TO BE GRANTED BY THE TURNERS FALLS FIRE DISTRICT TO THE TOWN OF MONTAGUE

"PROPOSED ACCESS AND UTILITY EASEMENT"
 PLAN OF LAND IN
 MONTAGUE, MASSACHUSETTS
 PREPARED FOR
 THE TOWN OF MONTAGUE



SCALE: 1" = 40' DATE: MAY 13, 2019
 PROFESSIONAL LAND SURVEYOR
 225 HUSSACK STREET - FRANKLIN, MASSACHUSETTS
 413-548-1111 - FAX: 413-548-1112
 www.rizler.com - info@rizler.com



- FOUND IRON PIN
- REBAR TO BE SET
- FOUND GRANITE BOUND
- FOUND GRANITE BOUND
- SEWER MANHOLE
- CATCH BASIN
- UTILITY POLE
- SECURITY LAMP
- SECURITY LAMP
- WATER VALVE
- OVERHEAD UTILITY LINE
- WATER LINE (PIPE SIZE PER DEP'T.)
- WATER LINE (LOCATION AND PIPE SIZE PER WATER DEP'T.)
- DRAIN LINE
- PROPOSED SECURITY LAMP

I REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE 1976 RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

RANDALL E. IZLER #35032