

**SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE**

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/99815719988>

Meeting ID: 985 3990 1763 - Password: 302581

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

MONDAY, August 10, 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. 6:31 Approve Minutes: Joint Selectboard, Board of Health and Finance Committee July 27, 2020
4. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:34 COVID-19 Updates and Action Items
 - Review of any Updated State Guidance or Orders
6. 6:45 Deb Bourbeau, Town Clerk
 - Change of Polling Locations
 - September 1, 2020 State Primary Election Warrant – To approve and execute attached
7. 6:55 Personnel Board
 - Appoint Hannah Bogusz, Town Clerks Office, Extra Clerical, as needed until November 30, 2020, \$13.50/hr, Effective 8/4/20
 - Appoint Eli Miller, Airport Grounds, 8 hrs/week, \$13.00/hr, temporary 8 months, effective 8/1/20
8. 7:00 Chris Williams, Police Chief
 - Letters of Commendation:
 - Dispatcher Steven Chase
 - Detective Sergeant Joshua Hoffman
 - K-9 Handler/Officer James Ruddock
 - K-9 Handler/Officer James Ruddock and Officer Michael Sevene
 - Thank you Letter to Mrs. Diane Hansen; Trustee of Miss Elaine Cuthbert Trust

**SELECTBOARD and BOARD OF HEALTH
MEETING NOTICE**

MONDAY, August 10, 2020

9. 7:10 Chelsey Little, WPCF Superintendent
- Change Order: Associated Building Wreckers, Inc., Time of Performance: alternate time frame commencing August 17, 2020 and continuing through September 30, 2020
10. 7:15 David Brule, Chairman, Montague Historical Commission
- First Steps MHC has taken and will take in gathering data and archives baseline relating to the 2 petitions about the village name
11. 7:25 Brian McHugh, FC Regional Housing and Redevelopment Authority
- Update on Spinner Park Restoration Project
12. 7:35 Walter Ramsey, Town Planner
- Award Contract for Grand Ave Stairway Repair (Millers Falls) to Sciaba Construction Corp in the amount of \$18,200
 - Announce Award and Authorize execution of grant agreement for MassDOT Shared Streets and Space Grant of \$35,300 for pedestrian safety improvements between downtown and Unity Park
 - Authorize extension #2 for Mass Development FY19 Brownfields Grant for Strathmore Abatement Project to extend grant period to October 31.
13. 7:50 Town Administrator's Report
- Chestnut Hill Loop Bridge Permanently closed by MassDOT effective immediately
 - 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 17, 2020, 6:30 PM** via Zoom

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2020 STATE PRIMARY

Franklin, SS.

To the Constables of the Town of Montague:

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at: Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 5, downtown section of Turners Falls, the Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls on **TUESDAY, THE FIRST DAY OF SEPTEMBER, 2020**, from **7:00 A.M. to 8:00 P.M.** for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS.FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS. SECOND DISTRICT
COUNCILLOR. EIGHTH DISTRICT
SENATOR IN GENERAL COURT HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT FIRST FRANKLIN DISTRICT
REGISTER OF PROBATE. FRANKLIN COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of August, 2020.

Richard J. Kuklewicz (Chair)

Michael M. Nelson

Christopher M. Boutwell

Selectboard of Montague

Franklin, ss Montague, MA, August _____, 2020

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 seven days before said meeting as within directed.

_____, 2020.
Constable of Montague (month and day)

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment**: _____ Meeting Date: _____

Authorized Signature: _____

Board Authorizing **Wages**: _____ Meeting Date: _____

Authorized Signature: _____

General Information:

Full name of employee: <u>Hannah Bogusz</u>	Department: <u>Town Clerk</u>
Title: <u>Extra Clerical</u>	Effective date of hire: <u>8/4/2020</u>

New Hire:

Permanent: <u> </u> Y <u> </u> X <u> </u> N If temporary, estimated length of service: <u>until 11/30/2020</u>
Hours per Week: <u>As needed</u> Union: <u>N/A</u>

Wages:

Union: _____
Wages: Grade _____ Step _____ Wage Rate: <u>\$13.50</u> (annual/ hourly)
Notes: <u>Due to COVID, Vote by mail overload</u>

Copies to:

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

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment**: _____ Meeting Date: _____

Authorized Signature: _____

Board Authorizing **Wages**: _____ Meeting Date: _____

Authorized Signature: _____

General Information:

Full name of employee: <u>ELI MILLER</u>	Department: <u>AIRPORT</u>
Title: <u>GROUNDS</u>	Effective date of hire: <u>8-1-20</u>

New Hire:

Permanent: ___ Y <input checked="" type="checkbox"/> N	If temporary, estimated length of service: <u>8 MONTHS</u>
Hours per Week: <u>8</u>	Union: <u>N/A</u>

Wages:

Union: <u>N/A</u>
Wages: Grade <u>/</u> Step <u>/</u> Wage Rate: <u>13.00</u> (annual/ <u>hourly</u>)
Notes:

Copies to:

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



Montague Police Department

180 Turnpike Road
Turners Falls, MA 01376

(413) 863-8911
(413) 863-3210 (fax)



Chief Christopher P. Williams

Letter of Commendation

Dispatcher Steven Chase,

On July 3, 2020 at 6:04 PM you received numerous calls regarding a report of an assault and battery with a knife involving multiple victims and several stab wounds. Within seconds you dispatched all available units to 51 Randall Road to apprehend the suspect and to render first aid.

After listening to all the radio transmissions and recorded telephone calls you conducted yourself with the upmost professionalism. Listening to the garbled radio transmissions and to the frantic telephone callers during this traumatic event you conducted yourself with exceptional composure and coolness. From beginning to end you were able to navigate the endless information that you gathered and were able to direct each agency for the Town of Montague and all the other agencies that were called in to help. You are a true professional.

From the bottom of my heart and on behalf of the Montague Police Department, citizens and victims I want to commend you for your actions and service.

With Great Appreciation,


Chief Christopher P. Williams



Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376

(413) 863-8911
(413) 863-3210 (fax)



Chief Christopher P. Williams

Letter of Commendation

Detective Sergeant Joshua Hoffman,

On July 3, 2020 at 6:04 PM you responded to 51 Randall Road for a report of an assault and battery with a knife involving multiple victims with several stab wounds. Within minutes you were on the scene dealing with a very chaotic situation. Gathering valuable information from witnesses on scene, within seconds you were able to ascertain what had transpired and you were able to secure the scene and administer lifesaving first aid to one of the two victims.

During this extremely dangerous and horrific event you were able to calmly communicate with dispatch and other officers giving them vital information regarding the suspect and the situation at hand. Because of your professionalism, training, high moral character and judgement I truly believe you helped save the life of the second victim and helped others take the suspect into custody. Because of your exceptional heroic actions, the extremely dangerous suspect was taken into custody within 40 minutes from the initial time of the original call.

Your professionalism did not stop with the initial call. You were able to call in multiple agencies for their assistance and help direct them as to what needed to be done. With the task at hand you took the initiative and became the lead detective to investigate this dreadful, senseless crime and you continue to do so as we speak.

From the bottom of my heart and on behalf of the Montague Police Department, citizens and victims I want to commend you for your actions and continued professionalism.

With Great Appreciation,

A handwritten signature in blue ink, appearing to read "C. Williams".

Chief Christopher P. Williams



Montague Police Department

180 Turnpike Road
Turners Falls, MA 01376

(413) 863-8911
(413) 863-3210 (fax)



Chief Christopher P. Williams

Letter of Commendation

K-9 Handler/Officer James Ruddock,

On July 3, 2020 at 6:04 PM you responded to 51 Randall Road for a report of an assault and battery with a knife involving multiple victims with several stab wounds. Within minutes you were on the scene dealing with a very chaotic and difficult situation. In a calm state of mind you were able to assist in information gathering and administered first aid to one of the two victims.

During this extremely dangerous and horrific event you were able to calmly communicate with the victims, witnesses and EMS personnel. The average person would not have been able to remain calm during this horrible event but you did! Because of your professionalism, training, high moral character and judgement I truly believe you helped save the life of one of the two victims. Because of your exceptional heroic actions, the extremely dangerous suspect was taken into custody within 40 minutes from the initial time of the original call.

Your professionalism did not stop with the initial call. You and K-9 Artie assisted in the search of a possible firearm that may have been used during the attack. Conducting an article search with the darkness of night falling upon you on the rocky shore of the Millers Falls River added to the challenges of that night.

From the bottom of my heart and on behalf of the Montague Police Department, citizens and victims I want to commend you for your actions and continued professionalism.

With Great Appreciation,

A handwritten signature in blue ink, appearing to read "C. Williams".

Chief Christopher P. Williams



Montague Police Department

180 Turnpike Road
Turners Falls, MA 01376

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(413) 863-3210 (fax)



Chief Christopher P. Williams

LETTER OF COMMENDATION

K-9 Officer James Ruddock and Officer Michael Sevene,

On the morning of Wednesday May 27, 2020, Officer Michael Sevene began to investigate a possible breaking and entering in the Greenhouse Building at the Franklin County Technical School. Officer Sevene coordinated checks of this area with K-9 Officer James Ruddock, and the two of you were able to locate and identify a subject who was, in fact, entering the greenhouse.

Officer's Ruddock and Sevene could have simply arrested the individual or moved him along if no major crime occurred. However, instead of taking the simple easy route to resolve the issue, both officers took the time to learn why the man was in the greenhouse and then developed a strategy to resolve the issue for the long term.

Officer's Ruddock and Sevene learned the man was down on his luck and currently homeless. He was employed nearby, but had no place to go once he left work. In fear of losing his job if could not remain close by and report for duty, the individual found the greenhouse and used it for shelter until he could save enough money to get an apartment.

After learning of the man's plight, Officers Ruddock and Sevene took the extra ordinary steps in developing, coordinating, and implementing a plan to help. Officers Ruddock and Sevene spoke to all concerned parties involved, including school administration. These officers were able to coordinate and obtain food, shelter and bedding, some of which they donated from their own homes to include a tent and blankets, to enable this gentlemen the opportunity a safe means to re-establish himself.

The compassionate manner in which Officer's Ruddock and Sevene chose to conduct their duties in this particular situation exemplifies the values of the Montague Police Department and the unseen ways police officers serve and protect every day. Officer Ruddock and Sevene could have taken the path of least resistance and made this man's life much harder, including criminally charging him. Instead, they chose to invest their time, energy, and resources to make a positive difference in the life of a stranger who was doing everything possible to get back on his feet after a rough patch in his life.

Respectfully

Chief Christopher P. Williams



Montague Police Department

180 Turnpike Road
Turners Falls, MA 01376

(413) 863-8911
(413) 863-3210 (fax)



Chief Christopher P. Williams

TO: Mrs. Diane Hansen, Trustee of Miss Elaine Cuthbert Trust
FROM: Chief Christopher P. Williams
RE: K-9 Artie Donation
DATE: July 28, 2020

Dear Mrs. Diane Hansen,

On behalf of the Montague Police Department and the Town of Montague I would like to thank you for the very generous donation of \$16,400.00 to K-9 Artie and Officer Ruddock. I understand the donation is to be used by K-9 Officer Ruddock at his discretion to train, equip, feed, healthcare, safety, travel, replacement upon retirement for another K-9 and any other related expense he feels necessary.

I knew Miss Cuthbert and realized she was a very generous and companionate person when it came to K-9 Artie and Officer Ruddock. She has made numerous previous donations throughout K-9 Artie's carrier.

After speaking with you and K-9 Officer Ruddock it was very obvious to me that she formed a great friendship and bond with the K-9 Team. I know that both Artie and James visited with Elaine regularly. Both visited her often when she was in the nursing home and attended Elaine's funeral and spoke of their relationship.

I know Elaine was a beloved Montague Center resident and her kindness went beyond the Montague Police K-9 Team. I would like to thank you for your time and effort as a trustee of Elaine's Trust. Again thank you very much for the kind donation.

Respectfully,

Chief Christopher P. Williams

June 7, 2020

Diane Hansen
137 Old Sunderland Road
Montague, MA 01351

K9 Officer James Ruddock
Chief Chris Williams
Montague Police Department K9 Unit
180 Turners Falls Road
Turners Falls, MA 01376

Dear Chief Williams and K9 Officer Ruddock,

Miss Elaine Cuthbert, a beloved Montague Center resident passed away December 19, 2019. Elaine formed a friendship and bond with K9 Officer James Ruddock and K9 Artie. She was highly impressed with their passion, general kindness and ability to serve. Elaine has donated for the past several years directly for K9 Officer Ruddock and K9 Artie only. Each check sent was specified to such. Elaine has remembered K9 Officer Ruddock and K9 Artie in her trust.

Elaine was a generous person and made arrangements prior to her passing, intrusting K9 Officer James Ruddock and K9 Artie with approximately \$17,500. It was Elaine's wish to give this amount solely to K9 Officer Ruddock and K9 Artie. The trust amount is to be used at the discretion of K9 Officer Ruddock and the support of K9 Artie. These funds are meant for, but not limited to, training, equipment, feeding and healthcare of the K9, safety, travel, transportation, vehicle and any other expenses. It is also slated for K9 Officer Ruddock only should the occasion arise to purchase another dog if anything happens to K9 Artie.

In the event that the Town of Montague disbands the K9 Unit, the remaining amount of the trust money, in its entirety, will be returned to the Trust, In care of Diane Hansen, Trustee.

It is with great kindness and respect Elaine Cuthbert entrusted K9 Officer James Ruddock and K9 Artie with this gift and it is extremely important that her wishes are fulfilled.

If you have any questions, please contact me at 413-367-9346 or 413-626-0261.

Sincerely,



Diane E. Hansen
Trustee

Revision 6/7/2020

WendyB-Montague Board of Selectmen

From: WPCF Superintendent
Sent: Thursday, August 06, 2020 11:10 AM
To: WendyB-Montague Board of Selectmen
Subject: Aug 10 Agenda Item
Attachments: 34 Greenfield Road - Montague (CO_1) (1).pdf

Hey Wendy,

Can you please add the following to the Monday, Aug 10th Selectboard Meeting:

Associated Building Wreckers fuel tank and vault removal project no cost change order request.

Attached please find the original document that was sent via email to me.

Thanks,

Chelsey

Chelsey Little, BSBS MPH

Superintendent

Montague Water Pollution Control Facility

She/ Her/Hers

ASSOCIATED BUILDING WRECKERS, INC.

352 Albany Street, Springfield, Massachusetts 01105

Tel: (413) 732-3179/(800) 448-2822

Fax: (413) 734-6224

www.buildingwreckers.com

AA/EOE

July 31, 2020

Ms. Chelsey Little, BSBS MPH
Superintendent
Montague Water Pollution Control Facility
34 Greenfield Road
Montague, MA 01351

RE: Proposed Change Order #1
34 Greenfield Road
Montague, MA

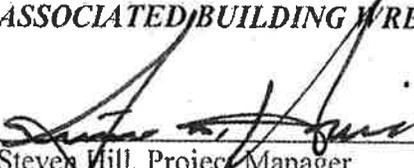
With regard to Article 2: Time of Performance, of our contract, dated June 30, 2020, Associated Building Wreckers, Inc. respectfully requests an alternate time frame commencing August 17, 2020 and continuing through September 30, 2020.

Total Additional Charges	\$ 0.00
Total Credits	<u>\$ 0.00</u>

Total Proposed Change Order #1 **\$ 0.00**

Please sign below in acceptance of the above charges.

ASSOCIATED BUILDING WRECKERS, INC.


Steven Hill, Project Manager

PCO #1 Agreed and Accepted by:

Town of Montague Date
Selectboard

Town of Montague Date
Selectboard

Town of Montague Date
Selectboard

WendyB-Montague Board of Selectmen

From: david brule <dpbrule@hotmail.com>
Sent: Tuesday, August 04, 2020 11:40 AM
To: WendyB-Montague Board of Selectmen
Cc: River Culture
Subject: Requesting 10 minutes for Historic Com report-back on Monday Aug 10

Dear Wendy and Board of Selectmen:

If possible, I'd like a maximum of 10 minutes to report to the board on first steps the MHC has taken and will take in gathering a data and archives baseline relating to the 2 petitions about the village name.

thank you, David B, chairman MHC

WendyB-Montague Board of Selectmen

From: Brian McHugh <bmchugh@fcrhra.org>
Sent: Thursday, August 06, 2020 11:52 AM
To: WendyB-Montague Board of Selectmen
Subject: Monday's Selectboard Meeting

Hi Wendy,

Can I be added to the agenda for this:

Update on the Spinner Park Restoration Project. Discussion about re-routing electrical and telecommunications lines to Powertown Apartments resulting in impending change orders to construction contract and architectural services contract.

Thanks.

Brian P. McHugh
Director of Community Development
Franklin County Regional Housing & Redevelopment Authority
241 Millers Falls Road, Turners Falls, MA 01376
(413) 223-5224



Franklin County Regional Housing and Redevelopment Authority email messages are public records except when they fall under one of the specific statutory exemptions. This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

WendyB-Montague Board of Selectmen

From: Walter Ramsey - Montague Planner
Sent: Wednesday, August 05, 2020 4:06 PM
To: WendyB-Montague Board of Selectmen
Cc: StevenE - Montague Town Administrator; Montague Assistant Planner
Subject: 8/10/20 SB Agenda Items
Attachments: Grand Ave Stairs Contract.docx; Third St Gateway concept 7.7.20.pdf; 2nd Amendment to MOA - Town of Montague.doc; KP-#726404-v4-MTGU_Option_Agreement_(Urban_Grown)7.89Acres.docx; KP-#728192-v1-MTGU_Release_of_Option_(Urban_Grown).DOC; Montague 7-31 award letter.pdf

Wendy, here are meeting items and materials for 8/10. Let me know if you have any questions.

- Award Contract for Grand Ave Stairway Repair (Millers Falls) to Sciaba Construction Corp in the amount of \$18,200
 - *Request for Quotes advertised in July. 4 responses received: Sciaba-\$18,200, Kenney masonry-\$28,580, Conerstone- \$41,100, Frederico Co-\$64,500. Sciaba is already mobilized in town for Spinner and is using Montague-based sub Carriage house design for railwork. Initial budget quote from Rucci masonry was \$16,000, so I think this is a good quote.*
- Announce Award and Authorize execution of grant agreement for MassDOT Shared Streets and Space Grant of \$35,300 for pedestrian safety improvements between downtown and Unity Park
 - *Covid-related quick-grant program to be implemented by October 9, 2020. Will fund purchase of materials for some temporary interventions that will improve the pedestrian experience in town. Painted bumpouts at 3rd/L intersection, painted sidewalk/improved crosswalk in front of Chick's garage (site of new brewery), and traffic calming at second street entrance to Unity Park. Permanent Solar powered radar speed feedback sign to be installed on 3rd street as traffic enters downtown. Budget includes labor cost so town can hire out for installation. Grant a*
- Authorize extension #2 for Mass Development FY19 Brownfields Grant for Strathmore Abatement Project to extend grant period to October 31.
 - *Boiler room abatement has rolled over into August, necessitating another grant extension. Abatement work should wrap up in August. Smokestack demo dates are still being planned. But all necessary approvals are in place. Demo date will be put on town website when set.*
- 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
 - *Interested party has pivoted interest to the adjacent 7.89 acre site.*

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

**AGREEMENT FOR CONSTRUCTION
GRAND AVENUE STAIRCASE REPAIR**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Sciaba Construction Corporation, with an address of 1801 Main Street, Walpole, MA, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for the **Grand Ave Staircase Repair**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing August 2020 through October 15, 2020

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$18,200. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

_____ (\$ 18,200.00)
Town Accountant Contract Sum

Attachment A- Project Scope

to repair a concrete stairway connecting the village center of Millers Falls to Highland Park. The property is located off West Main and Grand Ave in Millers Falls, MA on a parcel identified as Assessor's Map 29 Lot 105. Closest address is 9 Grant Avenue. Construction labor associated with this bid is subject to prevailing wage rates.

Contractor will be expected to:

- Repair 32 upper and 39 lower concrete steps using an industry standard repair mortar.
- Remove existing handrails and replace with new painted handrails for the length of the stairway.

The successful bidder will provide all labor, materials and equipment necessary for fulfillment of the Project as specified in this Request for Quotes (RFQ). Construction labor associated with this bid is subject to prevailing wage rates



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO



July 31, 2020

Walter Ramsey, Town Planner
One Avenue A
Turner Falls, MA 01376

Dear Mr. Walter Ramsey:

Thank you for submitting a project application to the MassDOT Shared Streets and Spaces Program. Your project application has been reviewed, and we are pleased to notify you that the Montague pedestrian safety improvements project has been approved for funding. We received many applications and had a competitive applicant pool from which to select, and your application stood out. The Montague pedestrian safety improvements project will be funded at \$35,300.00 under Chapter 90 Contract Number/ MMARS #50895. Ongoing maintenance, operational, and enforcement costs associated with a project are not eligible uses of this funding.

The Shared Streets and Spaces Program is intended to support projects that promote public health, safe mobility, and renewed commerce by quickly providing new or repurposed space for socially-distanced walking, bicycling, dining, retail, and bus travel. Because of the urgency of this effort, the Montague project will need to be fully implemented by Friday, October 9, 2020. Please note that any pavement markings or signage included in your project that are not compliant with the Manual on Uniform Traffic Control Devices should be used with caution, and only on a temporary basis. Please feel free to contact the Shared Streets Team to discuss this issue in more detail, if needed.

By December 31, 2020, a report detailing lessons learned from the project must be submitted to MassDOT. Grant recipients may also be invited to participate in a learning exchange with other municipalities to share experiences. MassDOT will work directly with you to determine the best evaluation process for your particular project.

We are excited to work with you and the full Montague team as this project advances.

Sincerely,

Stephanie Pollack
Secretary and CEO



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



AGREEMENT
NOTICE TO PROCEED

August 5, 2020

Town of Montague
One Avenue A
Turner Falls, MA 01376

Agreement Number: 50895
Action Item #: 10
Action Item Date: August 5, 2020

Dear Walter Ramsey:

Enclosed is a signed copy of your agreement with the Massachusetts Department of Transportation, Highway Division.

This agreement is relative to the Shared Streets Grant, in the amount of \$35,300.00, in Montague.

In accordance with the terms of this agreement, you are hereby notified to commence work on July 31, 2020. The work is scheduled to be completed on December 31, 2020.

Thank you,

John Clarkeson
Chief Procurement & Contracts Officer

JC/mas

cc: Fiscal
Contracts & Records

E-Mail: Susan Woods
Robert Shaughnessy
Jenny Zeng
Matt Bamonte



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation

July 31, 2020

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We are excited to work with you and the full Montague team as this project advances.

Sincerely,

Stephanie Pollack
Secretary and CEO

From: noreply@formstack.com
Sent: Wednesday, July 15, 2020 5:13 PM
To: MassDOT Shared Streets
Subject: Emergency Grant Program
Attachments: 93696225_Third St Gateway Illustrations.pdf

Follow Up Flag: Flag for follow up
Flag Status: Completed



Formstack Submission For: Emergency Grant Program
Submitted at 07/15/20 5:13 PM

Part A: Applicant Information

Date::	07/15/2020
Municipality:	MONTAGUE
Name of official Municipal signatory:	Richard Kuklewicz
Other Municipalities involved and their roles:	none
Description of roles & responsibilities of the applicant and any partnering municipalities:	The Town of Montague is the applicant and will be responsible to implement the project
Contact person:	Walter Ramsey- Town Planner
Address:	One Avenue A TURNERS FALLS, MA 01376

Email:

planner@montague-ma.gov

Telephone:

(413) 863-3200

Part B: Project Information

Project goals (1-2 sentences):

Provide a safe pedestrian route between downtown Turners Falls and Unity Park by implementing tactical urbanism techniques along the Third Street corridor.

Project description:

The Third Street Gateway Project consists of three complimentary elements:

A) Sidewalk treatments on 3rd in front of Brewery: Establish a temporary painted pedestrian sidewalk with temporary refuge islands/curb extensions in front of 149 Third St. This property, adjacent to Unity park , hosts a new brewery and is a well-known 135 foot gap in the sidewalk network between downtown and Unity Park. Work also includes an improved crosswalk at Third Street connecting Unity Park to the footpath connecting to the "hill neighborhood". Current

crosswalk is angled. Proposed crosswalk realignment will make it a right angle and shorter. This aspect includes a solar powered digital Speed feedback sign on Third Street for vehicles inbound coming down the hill so that vehicles slow down before the crosswalk.

B) Bumpouts at 3rd and L Street: Paint and delineate temporary bumpouts at the 3rd and L Street Intersection. This busy intersection connects downtown residential areas to Unity Park and the riverfront. It hosts a busy convenience store that attracts a lot of foot traffic from adjacent neighborhoods and the Park. The bump outs will calm traffic and improve the pedestrian experience in this location.

C) Traffic calming gateway to Unity Park from 3rd Street alley: The Parks Department has long identified a need to calm traffic entering the rear entrance of Unity Park via Second Street and the Third Street

Alley. The proposal will establish a traffic calming gateway to the parking lot by narrowing the vehicular travel lane. The space using temporary curb, planters, paint, and barriers. This will establish this as a pedestrian friendly area rather than vehicular pass-through. Work is directly adjacent to the municipal skate park in Unity Park.

Project location:

3rd/Lst intersection and
149 Third Street

GPS coordinates for project location:

42.606437,-72.553627

Does the project include a dedicated bus lane?:

No

Description of how the project will be implemented:

Markings will be laid out by the Planning Department and installed by the DPW with support from the Planning Department. The project has already been cleared with relevant stakeholders.

Description of any materials required to implement the project, and how they will be obtained:

Materials have been identified with the assistance of a FRCOG transportation Planner. The materials will be purchased by the Montague Planning

Department and delivered to the Montague Department of Public Works who will install the improvements with oversight from the Planning Department.

Specifically, the materials and quantities are as follows: 6 rolls of reflective tape, 203 cans of acrylic paint, 150 Armadillos/ temporary curb markers, 30 surface mount delimitator posts, 16 planters, 2 barricades, and one solar-powered radar speed feedback sign.

Demonstration of compliance with safety and accessibility-related regulations (ADA and MAAB):

Yes

Project budget:

\$35,300

Project timeline and milestones:

Materials will be ordered within 5 days of project award. Painting can commence within 15 days of project award. Planters, armadillos, and speed feedback sign can be installed within 10 days of product delivery. Project can be fully functional within 30 days of award.

Explanation of the benefits of the project and how it will meet the goals of this program:

The improvements have been recommended as

gateway improvements in the Downtown Turners Falls Livability Plan and significant aspects of the project have been identified as solutions in Montague's Complete Streets Plan. The work will support a new brewery/taproom adjacent to the park which will make use of the outdoor seating in front of the building. Unity Park is an extremely popular destination. The Town runs a summer play group and programs for local youth throughout the year. Free meals are distributed here for downtown youth. This work represents a safe route between the popular skate park and the nearest convenience store (FL Roberts), which is a heavily traveled route by youth. The filler paint areas will be done with a consistent and unique design that will contribute to placemaking of this corridor.

Part C: Site Information

1. Is this project entirely on municipally-owned infrastructure?:

Yes

- | | |
|---|----------------------------|
| 2. Indicate whether any MassDOT-owned infrastructure is integral to the proposed project: | No |
| 3. Indicate whether any infrastructure owned by a state agency other than MassDOT is integral to the proposed project (i.e. the Department of Conservation & Recreation): | No |
| 4. Demonstrate whether the proposed project is in a Census Block Group identified by the relevant Regional Planning Agency as an Environmental Justice area.: | Yes |
| 5. Is the site on a National Highway System roadway? GeoDOT for NHS jurisdictions: | No |
| 6. Is this project intended to be a temporary or a permanent change? (preference will be given to projects with potential to be lasting): | Potentially permanent |
| 7. How fast can the proposed project be implemented?: | Within 15-30 days of award |
| 8. Would the proposed project divert, detour, or otherwise impede current public transit service, even temporarily?: | No |
| 9. Would the proposed project repurpose parkland for transportation purposes, even temporarily?: | No |

Part D: Eligible Project Types

- | | |
|--|---|
| <p>Shared Streets and Spaces: Support for increased rates of walking and/or biking by providing greater physical separation and increased safety:</p> | <p>Expanded sidewalks
 Safety, traffic calming,
 and speed reduction
 measures
 Contiguous walking
 and/or biking corridors</p> |
|--|---|

among neighborhoods
and/or destinations

**Outdoor Dining and
Commerce:** Safe and functional environments for
curbside or sidewalk retail, dining, and civic
programming:

Repurposed and/or
expanded portions of
streets, curbs, and/or
sidewalks to create more
safe space for
pedestrians, retail
activity, dining, and
community programming

Safe Routes to School:
Safe transportation to childcare, schools, and other
facilities for children :

Signage, crosswalks

Documents Attached:

[View File](#)

CHAPTER 79 – ACTS OF 2014

SECTION 21. Notwithstanding any general or special law to the contrary, in carrying out this act, the Massachusetts Department of Transportation may enter into contracts, agreements or transactions that may be appropriate with other federal, state, local or regional public agencies or authorities. The contracts, agreements or transactions may relate to such matters as the department shall determine including, without limitation, the research, design, layout, construction, reconstruction or management of construction of all or a portion of these projects. In relation to any such contracts, agreements or transactions, the department may advance monies to such agencies or authorities, without prior expenditure by the agencies or authorities, and the agencies and authorities may accept monies necessary to carry out these agreements; provided, however, the department shall certify to the comptroller the amounts so advanced and these agreements shall contain provisions satisfactory to the department for the accounting of monies expended by any other agency or authority. All monies not expended under these contracts, agreements or transactions shall be credited to the account of the department from which they were advanced.

massDOT

Massachusetts Department of Transportation

Request For Allocation of Funds Prior to Encumbrance

Project Number(s)

Encumbrance Document ID			
Trans	Dept	Unit	Identification Number
CT	DOT	2501	INTF00X02018S0050895

681

8/3/2020

Funding Source

Capital Tolls Capital Tolls General Federal Grant
 Operating Tolls Operating Expendable Trust

Approp No	Obj	Unit	Activity	Program	Phase	N/P	Amount Allocated
61211317	P01	0461					\$35,300.00
							\$35,300.00

Obligation By Fiscal Year for Multi-Year Contracts

	61211317	Total
2021	\$35,300.00	\$35,300.00
MMARS Total	\$35,300.00	\$35,300.00

Reason for Request: Shared Streets

Contract #: 50895

Cost Reduction %:

Vendor ID & Adress Code: VC6000191893 AD001

Current Year Savings:

Vendor Name: TOWN OF MONTAGUE

Contract Location: MONTAGUE

Contract Description: Chapter 90 - FY2008 Apportionment MONTAGUE

Report Notes: Shared Streets

Recommended by: John Mallios 8/3/20
(Signature / Date)

Approved by: Matthew Bamonte Digital Signature by Matthew Bamonte Date 20200804 10:52:0400
(Signature / Date)

Completed by the Budget Office:

Expense Budget Entered By: [Signature] 08/04/2020
(Signature / Date)

Approved by: [Signature] 8/4/2020
(Signature / Date)

Completed by the FAPRO (Applies to Capital only):

Approved by: [Signature] 08/05/2020
(Signature / Date)



Commonwealth of Massachusetts Office of the Comptroller
Contract Commodity Encumbrance Form

Document Name		TOWN OF MONTAGUE		[2409723]	
Document Description		Shared Streets			
Document I.D.					
Code	Dept	Unit	Document Identifier	Action	Code
CT	DOT	2501	INTF00X02018S0050895	Mod	MA
Header / Vendor Information					
Budget FY:	2021		Document Total:		
Fiscal Year:	2021		Vendor Name:	TOWN OF MONTAGUE	
Period:	2		Vendor Address:	1 AVENUE A	City: TURNERS FALLS State: MA
Board Award:	0050895		Vendor/Customer No.:	VC6000191893	
Requester ID:	dotdy		Address Code:	AD001	
Report Note:	Shared Streets		Comment:		

Line #2- Commodity Information			
Commodity Code	List Price	Description	Shared Streets
841015010000			
Service	Unit Price	Contract Amount	
	Service From	Action (Inc/Dec)	
	Service To	Inc/Dec Amount	\$35,300.00

Line #1- Accounting Information			
Event Type	Budget FY	Unit	Major Program
PR05	2021	0461	
Line Amount	Fiscal Year	Object	Program
\$35,300.00	2021	P01	
Dept	Period	Appropriation	Program Period
DOT	2	61211317	
Line Description	Dept Object		
Shared Streets			

X21SSSP192 - CM

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

FOR FISCAL USE ONLY	
Entered By: _____	Date: _____
Verified By: _____	Date: _____
(Initial)	(Initial)

Print Name: John Mallios Signed: *John Mallios* Title: PC III

Print Name: Matthew Bamonte Signed: _____ Title: Chief Adm. Officer Highway

Authorized Signatory

Phone Ext.: 9469 Date: 8/3/20

Phone Ext.: 9151 Date: _____



State-wide - PARS Number Report

Project Manager : Highway PM

Email : spm@dot.state.ma.us.disable

Phone :

- PARS Number and Activity by Funding Source

Project Agreement #	Funding Source	Major Program Category	Major Program	Program	Phase	Amount	Non-Participating Activities	Participating Activities	Status	Status Date	Remarks
NFA	NFA - SS NFA SITE SPECIFIC					\$300,000.00					
NFA	Materials and others	DOTH	HLA	X21SSSP192	C11	\$300,000.00	050N,051N,053N,054N,020N,021N,022N,023N,024N,025N,009N,010N,011N,012N		Active	07/10/2020	MassDOT Shared Streets and Spaces Program.
Activity Code	Activity Name	Activity Description									
050	Contract Payments	All payments to contractors, cities, towns and counties for work done on construction, reconstruction, betterment and state aid projects. This includes mix-in-place or other materials installed by outside contractors. Do not include payments to municipalities to subdivisions thereof for relocating utilities, these are included in Activity Code 054.									
051	Force Account Work (by Department Forces)	All expenditures incurred by the Department using its own personnel and equipment in doing any construction, reconstruction and betterment work, and includes any materials installed by Department personnel. This work must be identified by a project number and may be done entirely by force account, in some instances, and in others, may supplement work done on the same project by an outside contractor.									
053	Materials Furnished Contractor	The cost of all materials furnished by the Department to a contractor to be incorporated in a construction contract.									
054	Payments to Utilities for Rearrangements	All payments to utility companies, cities and towns or subdivisions thereof for work done in relocating utilities in connection with construction projects undertaken by the Department.									
020	Aerial Surveys, other Initial Studies and Reconnaissance	All expenditures incurred in connection with initial studies and reconnaissance activities on proposed construction projects, including aerial survey contracts for this purpose. This account covers both field and office activities of this type.									
021	Location and Survey	All expenditures incurred in connection with preliminary field surveys on proposed construction projects. Private survey parties engaged on this type of work shall also be charged to this activity. Test borings and traffic engineering in connection with the above are also included in this activity.									
022	Preparation of Plans, Specifications, Designs and Preliminary Estimates	All expenditures incurred in preparing plans, profiles, cross sections and related data required prior to the completing of the design of a proposed construction project; the preparation of specifications for such project, the preparation of designs and preliminary estimates for a proposed construction project including outside consultants engaged in this type of work. Layout work prior to the issuance of Right of Way Engineering Work Order should also be charged to this activity. See activity Code 099 for maintenance projects.									
023	Materials Testing	Payments to outside testing companies for materials testing. Also included charges at standard prices for testing performed by the Department at the Materials Division or District laboratories. Department materials personnel assigned full time to a construction job will also use this activity. However, all other Department charges for Materials Testing will be charged to the 530 series of activity codes.									
024	Field Engineering	All expenditures incurred in connection with projects actually under construction exclusive of materials testing. Inspections on all construction, reconstruction, betterment and State Aid projects are to be charged to this activity. See activity Code 099 for inspection on Maintenance projects.									
025	Final Estimates	All expenditures in connection with final computations and the preparation of final estimates of work done on construction projects listed under Activity Code 024.									
009	Engineering Administration and Supervision	Salaries and expenses of engineering personnel who act in an administrative and/or supervisory capacity and whose time cannot be directly allocated to any other activity. Major examples: salary and expenses of Chief Engineer, Deputy Chief Engineers, District Highway Engineers and engineering heads and their principal engineering assistants.									



State-wide - PARS Number Report

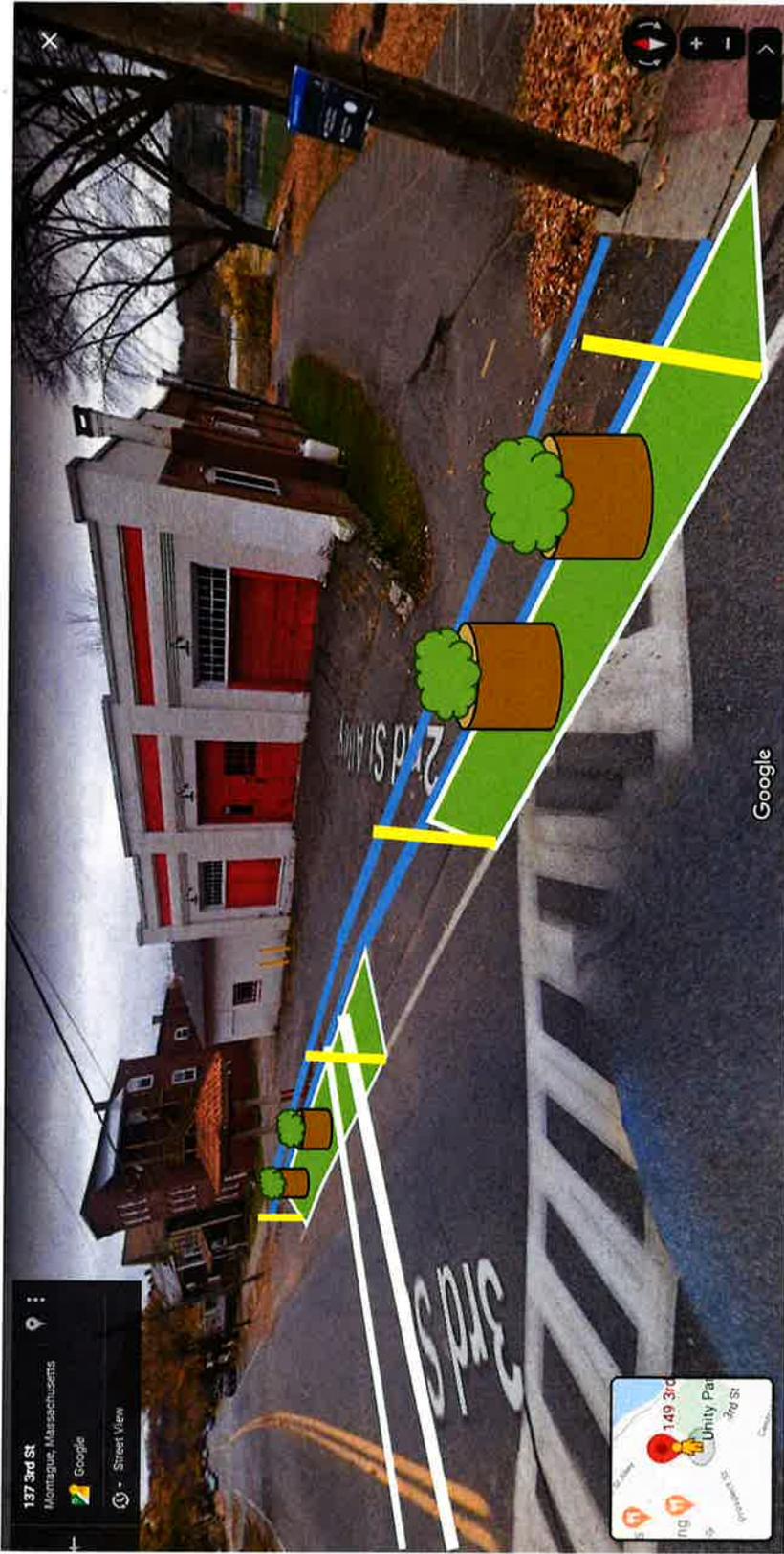
Project Manager : Highway PM

Email : spm@dot.state.ma.us disable

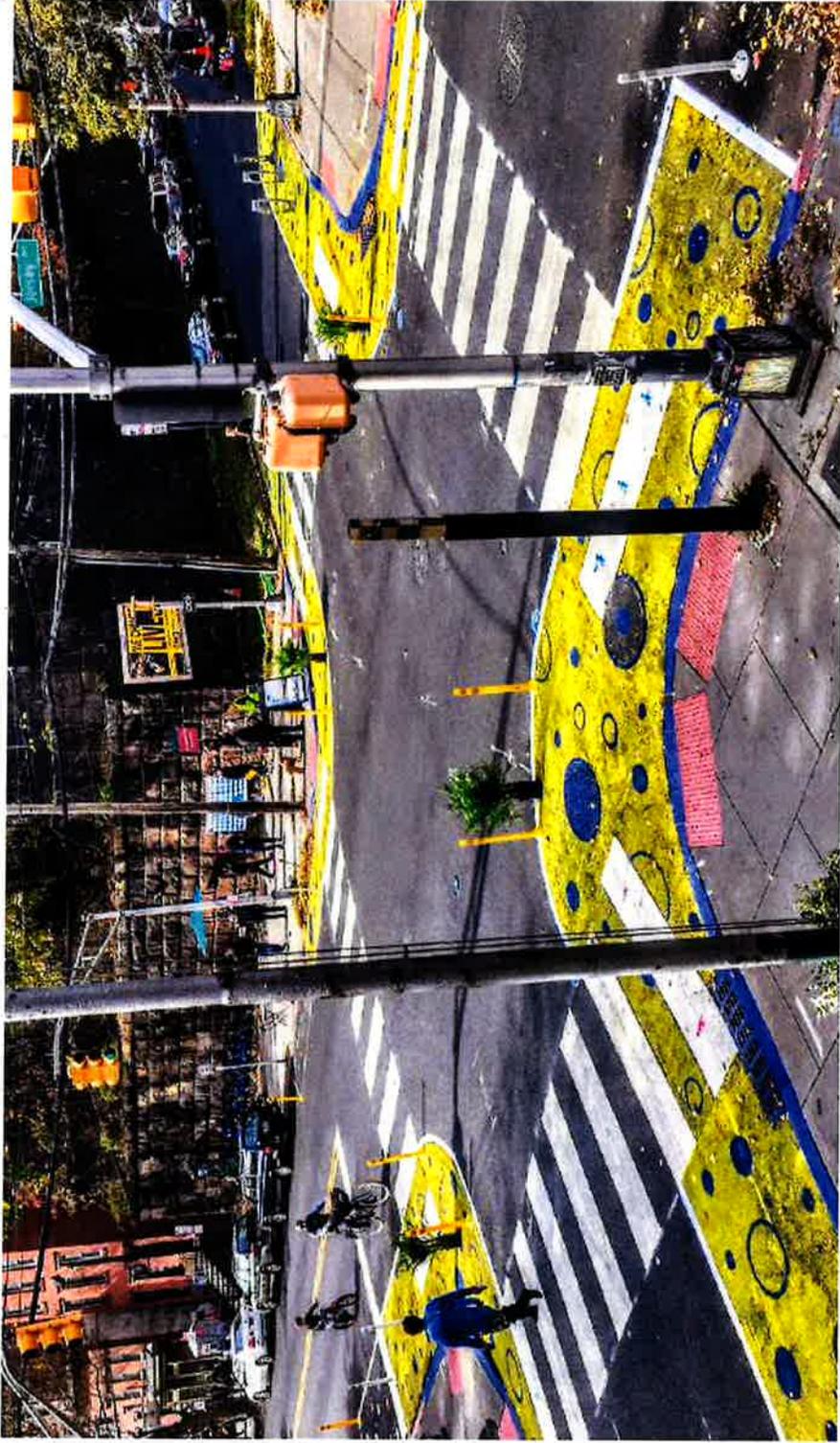
Phone :

010	Non-Engineering Administrative and Supervision	Salaries and expenses of all non-engineering personnel who act in an administrative and/or supervisory capacity and whose time cannot be directly allocated to any other activity.
011	Accounting, Auditing and Budgeting	Salaries, expenses, supplies and other expenditures incurred by personnel engaged in accounting, internal and field auditing and budgeting.
012	Blueprinting, Photo Reproduction and Other Duplicating	All expenses incurred in blueprinting, photographic reproduction and other duplicating processes. This covers work done by both Department employees and private concerns.





Third and L painted bumpout example



SECOND AMENDMENT TO RECOVERABLE GRANT AGREEMENT
For Municipal Brownfields Site Assessment & Remediation

THIS SECOND AMENDMENT TO RECOVERABLE GRANT AGREEMENT (the "Amendment") hereby amends that certain Recoverable Agreement dated June 28, 2019 (the "RGA"), by and between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate created and established under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, 11th Floor, Boston, MA 02110 ("MassDevelopment") and the **TOWN OF MONTAGUE**, a body politic and a political subdivision of the Commonwealth of Massachusetts, having a mailing address at One Avenue A, Turners Falls, MA 01376 ("Sponsor").

All capitalized terms in this Amendment not defined herein shall have the meanings given to them in the original grant agreement.

WITNESSETH THAT

WHEREAS, MassDevelopment and Sponsor wish to amend the original grant agreement for a second time to revise certain dates thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent of being legally bound, the parties hereby agree as follows:

1. Section 1(a) of the original grant agreement is hereby deleted in its entirety and replaced with the following language:

"use good-faith efforts to complete the Site Assessment and Remediation on or before **October 31, 2020**, and shall submit all of its requests for MassDevelopment Funds (hereafter define) no later than **November 30, 2020**."

2. Effect of Amendment. Except as modified by this Amendment, the RGA and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed, and MassDevelopment and Sponsor hereby agree that the RGA remains in full force and effect. In the event of any conflict between the terms contained in this Amendment and the RGA, the terms of this Amendment shall supersede and control the obligations and liabilities of the parties.

3. Successors and Assigns. Each of the covenants, conditions, and agreements contained in this Amendment shall inure to the benefit of and shall apply to and be binding upon MassDevelopment and Sponsor and their respective heirs, legatees, devisees, executors, administrators and permitted successors and assigns.

4. Miscellaneous. This Amendment becomes effective only upon execution and delivery hereof by MassDevelopment and Sponsor. The captions of the paragraphs and subparagraphs in this Amendment are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.
5. Authority. Each of MassDevelopment and Sponsor guarantees, warrants and represents that the individual or individuals signing this Amendment on its behalf have the power, authority and legal capacity to sign this Amendment on its behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed.
6. Counterparts; Facsimile and PDF Signatures. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A facsimile, electronic or portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the ___ day of ~~July~~August, 2020, by the duly authorized representatives of the parties hereto.

Approved as to form:

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

Graeme Brown
Counsel

By: _____

Name: Laura L. Canter
Title: Executive Vice President,
Finance Programs

TOWN OF MONTAGUE

By: _____

Name: Richard Kuklewicz
Title: Montague Selectboard Chair

[Signature page to Second Amendment to Recoverable Grant Agreement between MassDevelopment and the Town of Montague]