

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, February 26, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/82124938145>

Meeting ID: 821 2493 8145 Passcode: 182694 Dial into meeting: [+1 646 558 8656](tel:+16465588656)

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Selectboard Minutes from February 12, 2024
3. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:33 **Chris Williams, Police Chief**
 - Request to execute MOA to be a part of the Franklin County Regional Special Response Team
5. 6:38 **Personnel Board**
 - Personnel Status Change Form: James Ruddock, Incentive pay increase to 10% (\$121.93/week) effective 02/05/2024
 - Execute side letter of agreement between Town of Montague and the New England Police Benevolent Association Local 183 regarding vacation time for Officer Smerz
 - Appoint Jen Viencek to Montague Historical Committee, 3 year term, until 6/30/27
 - Assistant Town Administrator Position: Review Job Description and Establish Hiring Committee
6. 6:45 **Public Hearing**
 - FY24 Community Development Block Grant Application
7. 7:15 **Special Town Meeting Warrant** – To make recommendations, approve and execute draft March 14, 2024 Special Town Meeting warrant, attached hereto
8. 7:30 **Executive Assistant Business**
 - Execute TMGC LLC Licensing Authority Certification for Reconsideration
 - Execute March 5, 2024 Warrant for Presidential Primary
 - Turners Falls Power Canal Service outage will take place September 22, 2024 through September 28, 2024

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9. 7:40

Assistant Town Administrator's Business

- Acceptance of the American Library Association's *Libraries Transforming Communities(LTC)*, *Accessible Small and Rural Communities* grant in the amount of \$20,000
- South Street Bridge Replacement: Project update and authorize waiver of pedestrian and bicycle accommodations during and after construction.
- Montague City Road Flooding Relief Project: Request grant agreement extension from 3/1/2024 to 5/30/2024.
- Authorize Change orders #1 and #2 for the Old Town Hall Slate Roof Repair Project. #1 is replace side entrance canopy roof- \$3,300 and #2 will replace up to 97 additional damaged slates identified during construction- \$8,245
- Discuss Old Town Hall Window Replacement Bid Results
- Discuss options for Clean Water Facility temporary workshop space
- Declaration of Surplus Equipment from DPW per attached list

10. 8:00

Town Administrator's Business

- Consider Any Updates to Cannabis Control Commission Guidance Relative to a Model Host Community Agreement or Social Equity Provisions
- Authorize Steve Ellis to sign FY24 Safety Grant from the Executive Office of Labor and Workforce Development
- Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, March 4, 2024 at 6:30 PM, In Person at 1 Avenue A, Turners Falls, and via ZOOM

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
March 14, 2024**

Franklin, ss.

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

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Thursday, March 14, 2024, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to amend the Classification Plan to add the position of DPW Truck Driver Laborer in Training at Grade B, or pass any vote or votes in relation thereto.
(Selectboard Request)

ARTICLE 2. To see if the Town will vote to amend the vote taken pursuant to Article 6 at the May 6, 2023 Annual Town Meeting, Schedule II Appointed Officials, by adding the position of Cemetery Sexton, with a rate per burial of \$100, or pass any vote or votes in relation thereto.
(Cemetery Commission Request)

ARTICLE 3. To see if the Town will vote to amend the vote taken pursuant to Article 6 at the May 6, 2023 Annual Town Meeting, Schedule II Appointed Officials, by increasing the pay range for Part Time Police Officers from \$25-\$28 per hour to \$29-\$35 per hour, or pass any vote or votes in relation thereto.

(Police Department Request)

ARTICLE 4. To see if the Town will vote to revoke its acceptance of the provisions of the former Section 48 of Chapter 31 of the General Laws of the Commonwealth of Massachusetts, voted under Article 16 of the Warrant for the 1932 Annual Town Meeting, and any amendments thereto insofar as such chapter and section relate to the Civil Service status of regular or permanent members of the Police Department of the Town of Montague, so that the permanent members of the Police Department shall no longer be subject to the provisions of Chapter 31 and the rules and regulations relating thereto, except that such revocation shall not affect any civil service rights, which have come into existence between the Town and employees of the Police Department as a result of the Town's original acceptance of the statute, or pass any vote or votes in relations thereto.

(Police Department Request)

ARTICLE 5. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,974, or any other amount, for the purpose of providing retroactive out-of-grade compensation owed to a union employee within the Treasurer/Tax Collector's Office for the prior year, or pass any vote or votes in relation thereto.

(Treasurer/Tax Collector Request)

ARTICLE 6. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$300, or any other amount, for the purpose of making a prior year's longevity payment to a union employee in the Library Department, or pass any vote or votes in relation thereto.

(Library Director Request)

ARTICLE 7. To see if the Town will vote to amend the vote taken pursuant to Article 7 at the May 6, 2023 Annual Town Meeting by increasing the Fiscal Year 2024 Building Inspector Budget, Line 241 by \$8,481 from \$148,621 to \$157,102, or any other amount, and to raise and appropriate, transfer from available funds, borrow, or otherwise provide said sum, or any other amount, for the purpose of funding said increase, or pass any vote or votes in relation thereto.

(Building Inspector Request)

ARTICLE 8. To see if the Town will vote to amend the vote taken pursuant to Article 7 at the May 6, 2023 Annual Town Meeting by increasing the Fiscal Year 2024 Selectboard budget, Line 122 by \$23,000 from \$329,781 to \$352,781, or any other amount, and to raise and appropriate, transfer from available funds, borrow, or otherwise provide said sum, or any other amount, for the purpose of funding said increase, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$152,261, or any other amount, for the purpose of funding the operations of the Airport, including the payment of wages and benefits for airport employees, maintenance of property and equipment, the purchase of supplies, debt service, and anything incidental or related thereto, with said amount to be used to fund the expected Fiscal Year 2024 revenue shortfall in the Airport Enterprise Fund, and to adjust any or all airport enterprise fund budget line items, as voted pursuant to Article 9 of the May 6, 2023 Annual Town Meeting, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 10. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$152,315, or any other amount, for the purpose of replacing all failed pavement, utility connections, parking lots, and loading docks on the Pioneer Aviation property, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$125,000, or any other amount, for the purpose of funding a Wastewater Asset Vulnerability Inventory, including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission Request)

ARTICLE 12. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$90,000, or any other amount, for the purpose of purchasing and equipping a skid steer, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 13. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$222,880, or any other amount, for the purpose of replacing a culvert on South Ferry Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 14. To see if the Town will vote in accordance with the provisions of Chapter 77 of the Acts of 2023, to rescind the vote taken under Article #16 of the October 13, 2022 Special Town Meeting, which established an Opioid Settlement Stabilization Fund and dedicated all opioid settlement revenues to this fund, such funds henceforth to be placed in a special revenue fund to be expended without further appropriation for all of the purposes allowed by law, including those outlined in applicable opioid settlement documents, or pass any vote or votes in relation thereto.

(Selectboard Request)

FRANKLIN COUNTY REGIONAL SPECIAL RESPONSE TEAM MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of _____, by and between the participating member agencies, city and town police departments of Franklin County, and the Franklin County Sheriff's Office.

WHEREAS the Municipalities recognize that in certain situations the ability of police officers to exercise police powers outside of the territorial limits of the municipality where such officers are legally employed may be desirable and necessary in order to preserve and protect the lives, safety and property of the public.

WHEREAS each Municipality and agency recognizes that a joint effort to support a regional Special Response Team (the "Regional SRT") will increase and improve each agency's capability to provide protection of life and property by providing greater resources and a higher quality of training to a greater number of officers than could be supported by each Municipality individually; thereby preserving the general safety and welfare of this County.

NOW THEREFORE, the signatory agencies do agree as follows:

ARTICLE I DEFINITIONS

“**Agency**” shall mean any organization, including municipal agencies (including but not limited to police and fire departments), non-municipal agencies (included but not limited to emergency medical services and crisis and clinical services), and the Franklin County Sheriff's Office, who have individuals participating in a role on the team.

"**Chief of Police**" shall mean the Chief of Police of any Municipality, or their designated representative.

"**Funding Agency**" shall mean the agency from which a member participant originates. Each participating agency with members on the team shall be responsible for personnel, training, equipment, and operations costs of its members that are not otherwise supported by outside or team funding.

“**Member**” or “**SRT Member**” shall mean those individuals serving on the team who are not sworn Police Officers or Deputy Sheriffs or otherwise do not possess police powers, including

(but not limited to) Firefighters, emergency medical personnel, and crisis/mental health professionals.

"Municipality" means each Massachusetts city or town which is a party to this Agreement.

"Mutual Aid" means the provision of police officers and/or equipment of one agency/municipality to another agency/municipality, pursuant to this Agreement, for SRT service.

"Operator" or **"SRT Operator"** shall mean those duly sworn and POST certified Police Officers and Deputy Sheriffs, with duly authorized police powers, sent by a sending department, approved by the SRT Oversight Committee, and assigned to the Regional SRT by the Commander.

"Operators" shall be the only team members authorized to possess or utilize weapons of any kind when participating in any instance of SRT training, duties, activations, or activities.

"Oversight Committee" shall mean the board that maintains overall responsibility, authority, and oversight of the team.

"Receiver" or **"Receiving Department"** shall mean the municipality and its police department receiving SRT assistance in accordance with the terms and conditions of this Agreement.

"Regional SRT" shall mean the Franklin County Regional Special Response Team, a regional law enforcement organization established pursuant to this Agreement among the participating agencies.

"Sender" or **"Sending Department"** shall mean the originating agency of an individual participating in the Regional SRT.

"Sheriff" shall mean the duly elected Sheriff of Franklin County.

"SRT" shall mean a "Special Response Team" specially trained to provide police action in the case of hostage or barricade, natural disasters, search and rescue operations, riot, mob action, civil disturbances or demonstrations, urban insurgency, enemy action, unusual occurrences, or any other situation threatening the peace and tranquility, or exceeding the resource capacity of the Requesting Department's jurisdiction.

"SRT assistance" or **"SRT aid"** shall mean the services provided to a receiver in accordance with the terms and conditions of this Agreement.

"SRT Commander" shall mean the individual designated by the regional SRT oversight committee, who shall be understood to have sole operational control of the Regional SRT, and who reports directly to the committee and serves as the liaison between the committee and the team.

"**SRT equipment**" shall mean, but shall not be limited to, all uniforms, weapons, ammunition, and gear necessary to provide SRT assistance.

ARTICLE II APPLICATION

The provisions of this Agreement apply and may be invoked by any municipality or public safety entity duly authorized to make such a request in response to any situation when the emergency response resources of a Municipality requesting assistance are not sufficient to meet the needs of a particular situation. When any other mutual aid agreements exist, this Agreement is intended as a supplement to said Mutual Aid Agreement, and not as a substitution.

ARTICLE III REGIONAL SRT OVERSIGHT COMMITTEE

- 1) The Regional SRT Oversight Committee shall be the governing body of the Franklin County Regional SRT. The composition of the committee shall be as follows:
 - a) Voting members - shall consist of the Chief of Police/Sheriff (or their designee) of each participating law enforcement agency.
 - b) Non-voting members - shall consist of representatives from any agency or entity with a participating team member (i.e. EMS, Fire, Clinical) not possessing police powers.
- 2) The committee shall select from its members, individuals for the following roles:
 - a) Chair – The committee member who presides over all meetings and ensures timeliness and order.
 - b) Vice Chair – Serves as the backup for the Chair or Secretary in their absence.
 - c) Secretary – Maintains meeting minutes and ensures all policies, procedures, etc. are maintained and current.
- 3) Only voting members shall be eligible for the positions of Chair or Vice Chair.
- 4) The Secretary, and other roles as deemed necessary by the committee, may be filled by non-voting members of the committee, and shall be appointed by the sitting Chair.
- 5) Elections of Chair and Vice Chair shall be held bi-annually, with each voting member of the committee casting one vote for each position. A simple majority shall determine the victor.

- 6) No position within the committee shall be subject to any term limitations.
- 7) The committee shall meet quarterly.
- 8) A quorum shall consist of at least $\frac{3}{4}$ of the voting members being present for the committee to conduct its business. In the absence of a quorum at a duly called meeting, a lesser number of present members may adjourn the meeting.
- 9) Any and all changes to SRT membership, policies, procedures, operations, training, equipment, finances, or procurement shall be subject to consensus being reached by the voting membership of the Oversight Committee.
- 10) Should matters arise that require the committee's attention or approval in a more immediate manner, the SRT Commander will notify the chair of the committee in writing for approval.
- 11) When consensus within the voting membership cannot be reached on a given issue, the voting membership shall hold a vote, with a simple majority required to carry the matter in question.
- 12) The committee shall perform a comprehensive review of this agreement annually.

ARTICLE IV REMOVAL OF AN AGENCY

Should such circumstances arise that an agency must be unwillingly separated or suspended from the team, such action shall only be taken when a unanimous vote of all voting members (excluding the agency in question, if a voting member) affirms said separation or suspension.

ARTICLE V

SRT COMMANDER

1. The Regional SRT Commander shall be the operational commander of the team and shall be appointed by the oversight committee.
2. The SRT Commander shall remain in said role until replaced or removed by the Oversight Committee.
3. The SRT Commander shall be the liaison between the team and the oversight committee, and shall be responsible for bringing forth to the committee:
 - a. New proposed team members
 - b. Training content for approval of oversight committee
 - c. Proposed policy, procedure, equipment, or operational changes
 - d. Quarterly Reports
4. The SRT Commander shall be responsible for the routine operations of the team, including:
 - a. Supervision of SRT members
 - b. Training planning, vetting, and development
 - c. Maintenance of all operational and training records
5. The SRT Commander shall be responsible for selection and supervision of team leaders, and delegation of tasks to those leaders, including but not limited to:
 - a. Specific or operational command,
 - b. Direction of training exercises,
 - c. Inspections,
 - d. Other tasks as deemed appropriate by the SRT Commander

ARTICLE VI
METHOD OF REQUESTING ASSISTANCE

The Chief of Police or designee of any Municipality shall determine when SRT assistance is required, and s/he shall notify the Regional SRT Commander as to:

1. The specific reason(s) for the request; and
2. The function(s) which the Regional SRT is expected to perform; and
3. The estimated duration of the request.

At any time after an initial request for SRT assistance is made, the Chief of Police (or designee) of the Receiving Department may modify or cancel their request, in which case they shall immediately notify the Regional SRT Commander of the modification.

ARTICLE VII
SCOPE OF RESPONSE

The Regional SRT Commander shall determine whether (and to what extent) a request for SRT assistance will be fulfilled. In the event that the Commander determines that no assistance is to be provided, or that offered assistance would differ from that requested by the requestor of the Receiving Department, the Commander shall immediately notify the requestor of the Receiving Department of this determination.

The provisions of this Agreement shall not be construed or interpreted as imposing an obligation on the Regional SRT Commander or the Regional SRT to respond to a request for SRT assistance.

ARTICLE VIII
COMMAND AND CONTROL

The intent of this Article is to set forth a practical command structure for the deployment of the Regional SRT in accordance with commonly accepted police policy and practice. Nothing in this Article is intended to prevent or in any way impede the Chief of Police of any Municipality, Sheriff or the supervising individual from having command and control over his or her own team members when acting outside of their Regional SRT role. It is, however, understood that when members are activated and acting under the auspices of the Regional SRT team, operational control of said individual members shall remain under the authority of the Regional SRT Commander.

While providing assistance to the Receiving Department, the Regional SRT is not under the general command or control of the Chief of Police or designee of the Receiving Department. The SRT Commander shall work in cooperation with the Chief of Police or designee of the Receiving Department to meet his or her specific needs, but general operational control resides with the SRT Commander.

Individual SRT Officers shall be under the operational command and control of the Regional SRT Commander. The Regional SRT Commander may recall or redirect SRT Officers and equipment at his or her sole and unfettered discretion. The Commander will be responsible for notifying the Chief of Police or designee of the Receiving Department of such recall or redirection.

It shall be the duty of the Sending Department's Chief of Police or Sheriff to direct all SRT Officers to place themselves under the operational control of the SRT Commander.

For the purposes of this Agreement, authority to command SRT Officers shall be deemed to have been delegated to the Regional SRT Commander by the Sending Department's Chief of Police or Sheriff. Police officers assigned to the Regional SRT from Sending Departments shall maintain their positions as local police officers in their respective Municipalities.

ARTICLE IX

SELECTION, TRAINING AND ASSIGNMENT OF SRT OFFICERS

The Regional SRT Commander is responsible for the selection of qualified participants to the Regional SRT (pending final approval by the Oversight Committee).

All potential team members must:

1. Submit a letter of interest and resume
2. Submit a letter of approval from their respective Chief/Sheriff/Agency Head
3. Participate in an oral board/interview
4. Read, understand, accept, and sign all requisite policies and procedures
5. Possess/acquire all necessary equipment (subject to approval by SRT Commander)

In addition to the above requirements, additional requirements, certifications, assessments, and training are required of the candidate, based on the role they seek to fill. While all the above requirements are the base team standards and must be met by all team members, the following shall outline the additional role specific requirements specific to the respective role.

Operators must, in addition to the base team requirements:

1. Be a sworn Police Officer or Deputy Sheriff
2. Have and maintain POST certification
3. Pass the physical standards and training test
4. Pass the requisite firearms qualification/skills
5. Attend a SWAT 1 (or approved equivalent) class

Tactical medics must, in addition to the base team requirements:

1. Pass the physical standards and training test
2. Attend TEMS (or approved equivalent) class

Crisis negotiators must, in addition to the base team requirements:

1. Attend the standard FBI 40 hour crisis negotiator class

**ARTICLE X
REMOVAL OF SRT OFFICERS**

Participation in the Regional SRT is in the sole discretion of the Regional SRT Commander and the Chief of Police and/or Sheriff of the Sending Department, and as such, there is no employment right, either by statute or common law, to participation in the Regional SRT. The Commander shall have the unrestricted right to remove or suspend, for cause or without cause, any SRT Officer from the Regional SRT (contingent upon approval from the Oversight Committee). The Chief of Police and/or Sheriff of the respective Sending Department maintains unrestricted right to remove or suspend, for cause or without cause, their respective SRT Officer from the Regional SRT.

**ARTICLE XI
EQUIPMENT**

Officers participating in the Regional SRT will be required to have certain equipment for the utilization of the Regional SRT. All SRT equipment shall be selected by the Regional SRT Commander in his sole and unfettered discretion.

It shall generally be the responsibility of the Sending Department to provide all equipment to SRT officers; however, the Sending Department may elect to have the Commander provide same through the team. In such instances, payment by the Sending Department for equipment provided to SRT Officers by the Commander through the team shall be in accordance with Article IX, Section 1, hereunder.

The Sending Department shall be responsible for all loss, theft, damage, or other casualty to equipment provided to its SRT Officers.

**ARTICLE XII
COSTS**

Each Sending Agency shall be responsible for the following costs:

1. Equipment required by their respective operator/member;
2. When mutually agreed upon in advance, full and prompt reimbursement to the Regional SRT, through the Oversight Committee, for equipment provided to SRT Members by the Commander in accordance with Article XI herein above;

3. When mutually agreed upon in advance, full and prompt reimbursement to the Regional SRT, through the Oversight Committee for training provided to SRT members;
4. Replacement or repair of any and all equipment due to loss, theft, damage, or other casualty; and
5. Any and all compensation and other benefits ordinarily enjoyed by Regional SRT operators and members in their own jurisdiction, including, but not limited to, overtime, insurance, retirement benefits, sick leave, while they are performing services as part of the Regional SRT.

ARTICLE XIII

POWERS/DUTIES OF SRT MEMBERS

SRT Operators, while acting pursuant to this Agreement and beyond the territorial jurisdiction of their Sending Department, shall have police powers (including the power of arrest) to the extent authorized by Massachusetts General Laws.

SRT Members shall, at all times when activated:

1. Be under the command of the SRT Commander, and,
2. Comply with all SRT guidelines, regulations, policies and procedures, and,
3. Comply with all local, state, and federal laws and regulations.

Under no circumstance shall a SRT member engage in any activity or investigation under color of the Regional SRT on their own initiative or represent the Regional SRT in any capacity without the express written approval of the Regional SRT Commander. Any SRT member who acts without such prior approval shall be removed from the Regional SRT and be subject to appropriate disciplinary action by their sending agency.

ARTICLE XIV

SRT GUIDELINES AND QUARTERLY REPORT

During the period of this agreement, the Regional SRT Commander may, subject to approval by the SRT Oversight Committee, establish SRT guidelines, regulations, policies and/or procedures to be followed in requesting or rendering SRT aid. Such guidelines, regulations, policies, and

procedures will be of an operational nature, and will in no way alter or amend the terms of this agreement.

Quarterly, following the execution of this agreement, so long as this Agreement remains in effect, the Commander shall prepare and submit to the SRT oversight committee a quarterly report, which shall review and evaluate the operations of the Regional SRT, to include:

1. Briefings of SRT activities in the preceding quarter;
2. Equipment needs;
3. Training needs;
4. Proposed or recommended changes to any policies, procedures, or operations plans;
5. Any other areas of note or concern, as determined by the Commander.

Subject to oversight committee approval, the Commander may establish team leaders to assist the Commander with their responsibilities under this Article. The composition, administration, and specific duties of team leaders shall be determined by the Commander.

ARTICLE XV IMMUNITY AND LIABILITY

All immunities enjoyed by the Sending Department within their respective boundaries shall extend to its participation in rendering SRT services under this Agreement outside its respective boundaries.

All immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by the various Municipalities have in their own jurisdiction shall be effective in the jurisdiction in which they are giving assistance, unless otherwise prohibited.

For the purpose of this Agreement, SRT Members shall not be employees of the Receiver, and while traveling to or returning from, and while rendering aid under this Agreement, said members shall be considered to be on active duty for the Sending Department.

SRT Members injured or killed while responding to or returning home from a request for SRT assistance pursuant to this Agreement shall be deemed on active duty for their Sending Agency for all purposes. It is the intention of the agencies that each Sending Agency shall be responsible for the compensation of its respective members who are performing their duty as SRT Members under this Agreement beyond their territorial jurisdiction and who are killed or injured without fault of their own.

ARTICLE XVI CERTIFICATION

Each agency providing SRT Operators certifies that:

1. That it is duly authorized to execute this Agreement, and
2. That the police officers/deputy sheriffs it employs are POST certified and authorized to exercise police powers

ARTICLE XVII MISCELLANEOUS PROVISIONS

This agreement shall remain in full force and effect until terminated by the SRT oversight committee or by all the parties hereto upon written notice setting forth the date of such termination. Withdrawal from this Agreement by any one agency shall be made by thirty (30) days written notice to all parties but shall not terminate this agreement among remaining parties.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The Municipalities/Agencies recognize that this Agreement shall be subject to amendments to Federal, State, and local laws, regulations, and ordinances. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement, or that would cause one or both of the parties to be in violation of that law, shall be deemed to have superseded the terms of this Agreement. Notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

The Municipalities/Agencies agree that they shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

Changes to any of the provisions specified in this agreement may only be made through unanimous agreement of the Oversight Committee members. All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written agreement of all parties. Forbearance or indulgence in any form or manner by a Municipality/Agency shall not be a waiver, nor in any manner limit the legal or equitable remedies available to that Municipality/Agency. No waiver by a Municipality/Agency of any default or breach shall constitute a waiver of any subsequent default or breach.

Any agency that is not originally a party to this agreement may become a party by sending to the Regional SRT Oversight Committee Chair a written request to join the Regional SRT, which sets forth the agency's request to become a party and its acceptance of all the terms and conditions of the Agreement. Upon unanimous agreement by all current Oversight Committee members, such a request to join shall be executed by the appropriate authorized municipal official(s), as well as the municipality's Chief of Police.

This Agreement represents the entire understanding of the Municipalities/Agencies with respect to the subject matter addressed herein and superseded and cancels all previous agreements between the parties.

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement as of the date first written above.

For the City of Greenfield:

Mayor

Date

For the Franklin County Sheriff's Office:

Sheriff of Franklin County

Date

For the Town of Montague:

Selectboard Chair

Date

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # 1134

General Information:

Full name of employee: <u>James Ruddock</u>	Department: <u>Police</u>
Title: <u>Patrol Officer</u>	Effective date of change: <u>2/05/2024</u>

New Hire:

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

Grade/Step/COLA Change:

Union: _____	
Old Pay: Grade <u>P</u> Step <u>8</u>	Wage Rate: <u>\$32.35</u> (<u>annual/hourly</u>)
New Pay: Grade <u>P</u> Step <u>8</u>	Wage Rate: <u>\$32.35</u> (<u>annual/</u> hourly)
Notes: *** Ten Percent (10% for an Associate's Degree or sixty (60) points earned towards a Baccalaureate Degree, \$121.93/week***	

Termination of Employment:

Resignation: _____	Retirement: _____	Involuntary Termination: _____
Other:		
<input type="checkbox"/> Unpaid Leave of Absence	Termination Date: _____	
<input type="checkbox"/> Unpaid Sick Leave	Termination Date: _____	
<input type="checkbox"/> Other/Specify: _____		

Copies to:

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Employee | <input type="checkbox"/> Department | <input type="checkbox"/> Board of Selectmen |
| <input type="checkbox"/> Treasurer | <input type="checkbox"/> Accountant | <input type="checkbox"/> Retirement Board |
| <input type="checkbox"/> Town Clerk | | |

SECTION 3:

The Employee contribution toward health insurance premiums will be twenty percent (20%), with the remaining eighty percent (80%) to be paid by the Town.

ARTICLE 27
INCENTIVE PAY

SECTION 1:

The Town will pay an incentive pay to all full-time members who have successfully completed the Academy for earned college education credits according to the following schedules and requirements applicable only to base hourly rates. The provisions of this Article shall not apply to overtime, holidays, extra-duty coverage or any other compensation outside of the Employee's normal scheduled hours.

Courses to be taken to fulfill requirements for incentive pay must be presented for the Selectboard's approval in advance of undertaking same. Degrees must be obtained in the field of criminal justice, law enforcement or job-related field approved by the Selectboard.

To claim eligibility for this incentive pay benefit, the officer involved must submit proper transcripts from an accredited college in order to document the satisfactory completion of the course(s) involved and certification from the State Board of Education must be obtained.

Base salary increases for permanent full-time officer(s) who has commenced the program leading to a degree after September 1, 1976 is to be granted according to the following schedule:

- Ten percent (10%) for an Associate's Degree or sixty (60) points earned toward a Baccalaureate Degree.
- Twenty percent (20%) for a Baccalaureate Degree.
- Twenty-five percent (25%) for a Master's Degree or Law Degree.

It is further understood by the Parties that such percentage increase shall in total, including any previously earned increase, not exceeding fifteen percent (15%) for an Associate's Degree, twenty percent (20%) for a Baccalaureate Degree, thirty percent (30%) for a Master's Degree or Law Degree and that only one (1) Degree will be recognized for incentive pay purposes.

SIDE LETTER OF AGREEMENT
TOWN OF MONTAGUE
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION,
LOCAL 183

WHEREAS, the New England Police Benevolent Association, Local 183 (“Union”) represents a bargaining unit comprised of patrol officers and detectives employed by the Town of Montague (“Town”);

WHEREAS, the Town and the Union are parties to a collective bargaining agreement (“CBA”) that covers the period July 1, 2022 through June 30, 2025;

WHEREAS, Chris Smerz is a patrol officer and a member of the bargaining unit represented by the Union;

WHEREAS, Officer Smerz was hired by the Town on December 5, 2022;

WHEREAS, prior to his employment with the Town, Officer Smerz was employed as a patrol officer by the City of Boston for approximately nine (9) years;

WHEREAS, Article 21 (Vacations) of the parties’ CBA sets forth the vacation entitlement for members of the bargaining unit and presently only accounts for a member’s continuous years of service with the Town;

WHEREAS, Article 21 provides that, at the start of a member’s tenth (10th) year of continuous service with the Town, he/she is entitled to four (4) weeks of vacation annually;

WHEREAS, in recognition of his prior experience and despite the provisions of Article 21 of the CBA, the Town immediately awarded Officer Smerz with three (3) weeks of vacation following his appointment;

WHEREAS, there is now a dispute concerning Officer Smerz’s vacation allowance following completion of his first year of service with the Town, at which time he had completed ten (10) years of combined service as a patrol officer;

WHEREAS, the parties are desirous of resolving this dispute in order to avoid the costs of litigation;

NOW, THEREFORE, the parties agree as follows:

1. Effective December 5, 2023, Officer Smerz shall be annually awarded four (4) weeks of vacation.

2. Officer Smerz will continue to receive four (4) weeks of vacation annually until commencement of his fifteenth (15th) year of combined service – which will occur on December 5, 2028 if he has no breaks in service - at which point he will be awarded five (5) weeks of vacation annually.
3. The parties will promptly meet to begin discussing potential amendments to the CBA regarding vacation and other benefits awarded to member with service as a sworn law enforcement officer in another community.
4. This Side Letter of Agreement shall be without prejudice or precedent, shall not apply to any other member of the bargaining unit, and shall not be admissible in any forum except to enforce its terms.

For the TOWN

_____ Richard J. Kuklewicz

_____ Christopher M. Boutwell

_____ Matthew R. Lord

For the UNION

Name: Viencek, Jen

MONTAGUE APPOINTED OFFICIAL

NAME: Jen Viencek

DATE: 2/26/2024

COMMITTEE: Montague Historical Commission

TERM: 3 Years

TERM EXPIRATION: 6/30/2027

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 02/27/24

Viencek, Jen _____ personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Montague Historical Commission** 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.

February 19, 2024

Dear Wendy, Steve, and Walter,

Attached is an application for appointment to the Montague Historical Commission from Jen Viencek, a new resident of Montague. I hope you will submit her request for appointment to the selectboard, with my strong support as chairperson.

I recommend that she be appointed because she has a strong educational and business background that will certainly help us on the commission. I met with Jen in January and was impressed with her interest in cultivating a sense of place in Montague by diving in and learning more not just by reading up, but by making contributions as a volunteer towards historic preservation and getting to know her new community.

Thank you for your help in supporting Jen. Let me know if you have any questions.

--Janel Nockleby
Montague Historical Commission chairperson
(413) 204-0889

February 11, 2024

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

Dear Selectboard members,

I am writing to indicate interest in an appointment to the Montague Historical Commission. My husband grew up in both Greenfield and Millers Falls. He and I met in Seattle but in 2021 we moved from the west coast to New England so that he could be closer to family again. In August we purchased our forever home in town. As someone new to the area - and to New England generally - I am looking to cultivate a sense of place and home. I met with Janel Nockleby and really feel like serving on the Historical Commission could be a great way to do that. It seems that understanding the history of where I live can help me develop a real sense of pride today and going forward.

I have a B.A. in Anthropology from the University of Washington and in my professional career have worn many hats managing business and complex projects and events. My most recent role is as Senior Business Program Manager and Interim Chief of Staff for a research team at a global tech company. I have a deep interest in the general theme of where we're going requires a full understanding and honor for where we've come from. In both work and life I find a lot of value in connecting people to information and resources that make them most successful.

I am happy to answer any questions you may have as you consider my intent for this position.

Thank you for your time.

Jen Viencek
430 Turners Falls Rd.
Montague, MA 01351

**Assistant Town Administrator
Hiring Committee**

Charge: To recruit, screen, vet, and recommend a slate of exceptional candidates to the Selectboard for the Assistant Town Administrator position. The targeted hiring date is May 13 for a mid June start date.

Proposed Membership

1. Selectboard Member- TBD
2. Current ATA- Walter Ramsey
3. Selectboard Executive Secretary- Wendy Bogusz
4. Planning Director -Maureen Pollock
5. Town Accountant- Carolyn Olsen
6. CIC rep- Greg Garrison
7. Citizen-at-large- Dorinda Bell-Upp

DRAFT

**SELECTBOARD
ASSISTANT TOWN ADMINISTRATOR**

DEFINITION

Under the general direction of the Town Administrator, the Assistant Town Administrator provides professional management for the Town, including the planning, management, and administration of programs and initiatives. Core activities will regularly include the development of strategic plans, grant-making, grant and contract management, procurement, hiring and management of vendors and contractors, and administrative process management; as well as inter-departmental coordination and management of assigned special projects and departments.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Manages the community and economic development efforts of the Town, including overseeing development of plans and studies; conceptualizing land-use strategy; organizing community and business development efforts; managing contracted resources; coordinating the town's marketing and promotion efforts; and administering the town's Economic Development Incentive Program (EDIP), including the preparation of Tax Increment Financing (TIF) agreements and coordinating the town's related advisory committee.
- Develops short- and long-range capital improvement plan focused on municipal facilities and infrastructure. Manages the development of Town-wide asset inventories and assesses and prioritizes among competing demands for maintenance and improvement. Develops Six-Year and extended capital plans in close coordination with departments and the Capital Improvements Committee. Works with the Town Administrator, Selectboard and Finance Committee to build a sustainable financial strategy to support implementation of the capital plan.
- Identifies and supports development of grant applications related to community and economic development, facilities, and infrastructure improvements. Assists with related contracting and oversees related grants management to ensure project managers maintain compliance with applicable grant requirements.
- Manages/oversees procurement relative to design and construction projects, in coordination with responsible department heads and in consultation with the Chief Procurement Officer.

- Provides oversight and support to the Building Inspector, the Town Planner/Conservation Agent, and/or to other departments as assigned. Provides strategic support to DPW, CWF, or other departments to support modernization of municipal infrastructure.
- Serves as the town's representative to local and regional organizations and initiatives, as delegated by the Town Administrator.
- Performs other related job duties as required.

SUPERVISION RECEIVED

Under administrative direction, the Assistant Town Administrator works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the Town Administrator only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The Assistant Town Administrator exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to exercise whatever means are necessary to resolve conflict that cannot be addressed at the department level.

SUPERVISION EXERCISED

The Assistant Town Administrator is accountable for the direction and success of programs accomplished through others. The Assistant Town Administrator is responsible for analyzing program objectives, determining the various departmental work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective, and recommending new goals. The Assistant Town Administrator typically formulates or recommends program goals and develops plans for achieving short and long-range objectives and determines organizational structure, operating guidelines, and work operations.

JUDGMENT AND COMPLEXITY

Guidelines only provide limited guidance for performing the work, which may be in the form of administrative or organizational policies, general principles, regulations, legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new, or adapt existing, methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the authority in interpreting the guidelines and in determining how they should be applied.

NATURE AND PURPOSE OF CONTACTS

Relationships are constant with co-workers, the public, and with groups and/or individuals who

have conflicting opinions or objectives, diverse points of view, or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance, or compliance. The employee may represent to the public a functional area of the organization on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

CONFIDENTIALITY

The employee has access to confidential information, including official personnel files, lawsuits, criminal records/investigations, client records, and department records, as well as medical and psychological records.

EDUCATION AND EXPERIENCE

Bachelor's degree in Government, Political Science, Communication, Planning, Public Administration or Public Policy, or a related field and a minimum of five to seven (5-7) years of experience working in a closely related municipal role; or an equivalent combination of education and experience. Driver's License required.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Comprehensive knowledge of the functions of municipal government and the local legislative process. Thorough knowledge of relevant federal and Massachusetts General Laws related to essential functions. Knowledge of federal and state agency operations, town bylaws, and state and federal laws. Expert knowledge of the principles of public management, community and economic development, consensus building, state and federal grantmaking, and project management. In-depth knowledge of municipal operations and budgets. Thorough knowledge of Massachusetts public procurement, public records, open meeting, and ethics laws.

Abilities: Ability to multi-task and manage conflict. Ability to communicate effectively and diplomatically both orally and in writing. Ability to maintain good public relations and to maintain effective collaborative working relationships with Town departments, department heads, fellow employees, officials, state and federal entities, boards and committees, and the general public, and to respond in a courteous and professional manner. Ability to meet deadlines. Ability to work independently.

Skills: Strong skills in the areas of community engagement and facilitation, public speaking, and presentation; organization and synthesis of data for application in a municipal environment; development and execution of complex plans in response to community needs, grant writing and grant management; and project management in a municipal context

WORK ENVIRONMENT

The work is performed in an office setting and at off-site locations.

PHYSICAL, MOTOR, AND VISUAL SKILLS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Skills

Minimal physical demands are required to perform most of the work. The work principally involves sitting, with intermittent periods of stooping, walking, and standing. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds.

Motor Skills

Duties require motor skills for activities such as moving objects and using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

Visual Skills

Visual demands require routinely reading documents for general understanding and analytical purposes. Frequent computer use.

LEGAL NOTICE
FY 2024 CDBG APPLICATION
PUBLIC HEARING
Town of Montague

The Town of Montague will hold a public hearing on Monday, February 26, 2024, 6:45 p.m., during the Selectboard Meeting, via Zoom (please refer to <https://www.montague-ma.gov/d/8934/Selectboard>), to solicit public response to the Town's submission of an FY 2024 Massachusetts Community Development Block Grant (CDBG) application to the MA Executive Office of Housing and Livable Communities. The meeting will be held via Zoom regardless of the weather.

The purpose of this meeting will be to discuss the contents of this application. The Town is considering applying for the following activities: social service programs, re-paving of downtown public parking lots and a housing rehabilitation loan program. The Town of Montague will contract with Franklin County Regional Housing & Redevelopment Authority (HRA) to administer the CDBG Program. Montague Town Officials and HRA representatives will be available to discuss the FY 2024 CDBG application's activities. The Town is eligible to apply for up to \$950,000.

The Town encourages residents to attend the meeting where any person or organization wishing to be heard will be afforded the opportunity. The Town will make reasonable accommodations for handicapped, non-English speaking, or hearing-impaired participants with seven days advance written notice to the Selectboard's Office. Any resident unable to participate in the public hearing is welcome to submit written comments to the attention of the Town Administrator, Montague Town Hall, Turners Falls, MA, no later than 4:00 p.m. on the day of the hearing.

The Town of Montague is an equal opportunity provider.

Selectboard
Town of Montague

February 12, 2024
The Recorder

AGENDA

FY 2024 MONTAGUE CDBG GRANT APPLICATION
Community Development Block Grant Program

PUBLIC HEARING
Monday, February 26, 2024
Montague Town Hall, Turners Falls, MA
(via Zoom)

OPEN MEETING

LEGAL NOTICE:

The purpose of this meeting will be to solicit public input/response to the Town's application for FY2024 Massachusetts Community Development Block Grant (CDBG) Application to the MA Executive Office of Housing and Livable Communities (EOHLC).

This meeting will discuss the contents of the application; the Town is considering applying for the following activities: social service programs, re-paving of downtown public parking lots, and a housing rehabilitation loan program. The Town of Montague will contract with Franklin County Regional Housing & Redevelopment Authority (HRA) to administer the CDBG Program.

DISCUSSION of FY 2024 CDBG APPLICATION PROCESS

- **FUNDING SOURCE:**
 - Federal funds: HUD
 - National Objectives: Benefit Low to Moderate Income residents and the Elimination of Slum and Blight
 - CDBG program is administered MA Executive Office of Housing and Livable Communities

▪ **PROPOSED ACTIVITIES**

1. Social Service Programs (\$100,000)

LIFEPATH, Inc. – Elder Self-Sufficiency and Stability Program:

Program to assist Montague elders to remain independent in their homes with service provisions to address needs related to their housing, health, comfort, access to health care, and financial stability. Four activities that are part of this program:

- **SHINE PROGRAM:** Health Insurance Program that provides free one-on-one health insurance information, counseling and assistance to Medicare beneficiaries of all ages.
- **MONEY MANAGEMENT PROGRAM:** Provides a trained volunteer to assist elders and persons with disability who have difficulty writing checks or managing their basic living expenses.
- **BENEFITS COUNSELING PROGRAM:** Provides benefits counselors to assist homeowners and renters aged 60 and older find resources to help them stay in their homes for as long as they choose.
- **HEALTHY LIVING PROGRAM:** Offers workshops for people with one or more chronic health conditions or those who may be at risk of falling by instructing them to become more active managers of their health.

GOAL: 118 beneficiaries

LIFEPATH, Inc. – Montague Home Delivered Meals Program

The program will provide meals to elder homebound residents of Montague, Monday through Friday, and will also provide well-being checks.

GOAL: 132 beneficiaries

MONTAGUE CATHOLIC SOCIAL MINISTRIES – Families Learning Together Strong:

This program will provide early childhood literacy for children of Montague immigrant families. It also provides a family-based learning environment for English-learning students enrolled in the Gill Montague School District

GOAL: 150 Beneficiaries

WILDFLOWER ALLIANCE:

Program provides direct peer support and advocacy services to Montague residents in recovery and provides an “essential needs station.” The programs are focused on individuals struggling with psychiatric diagnosis, trauma, homelessness, addiction, and other life-interrupting challenges.

GOAL: 50 beneficiaries

2. Montague Public Parking Lot RePaving Project: (\$385,000):

The proposed project will result in the repaving of town-owned public parking lots in the downtown Turners Falls area. Both residents and visitors will benefit from improved facilities with clearly defined accessible parking spaces and enhanced signage, which will have positive health and safety benefits. Accessibility improvements will ease the use of public parking areas by persons with disabilities and mobility challenges.

3. Housing Rehabilitation (\$210,000)

Town wide - Housing Rehabilitation, 3 units

- Housing rehabilitation funds loaned to income-eligible owner-occupants will be in the form of a 0% interest Deferred Payment Loan (DPL) whereby 100% of the DPL will be forgiven over the course of 15 years at a rate of 1/15th per year or repaid upon the sale or transfer of the property within 15 years at a prorated amount.
- Housing rehabilitation funds will also be available to income-eligible investor-owners and will be in the form of a 0% interest DPL that will be paid in full upon sale or transfer of the property within 15 years or fully forgiven after 15 years. A 15-year Affordable Housing Rental Restriction will be placed on Investor-owned properties to ensure long term affordability.
- The program will provide income-eligible homeowners and owners of rental property an affordable funding mechanism to correct code violations within their homes, bringing the units into compliance with building and/or sanitary codes.

HRA Oversight for Housing Rehabilitation, Social Services and Parking Lot Repaving: \$103,400

- Marketing, Application Processing, Inspections, MA Historic, Statutory Checklist, Work Lists, Bidding, Contracts, Waivers, Change Orders, Loan Closing, Final Inspections

HRA General Grant Administration: \$131,414

- Grant writing, Subgrantee Contracts, Grant Environmental Review, Liaison with Town and EOHLIC, Grant Funds Management and EOHLIC Grant Management System, Accounting and Payments, Administrative and Policy Oversight, Grant Implementation Plan, Monthly and Quarterly Reporting to Town and EOHLIC, Federal and State Regulations and HRA compliance, Subordination Requests, Grant Amendments, Extensions, Communications

TOTAL APPLICATION: \$929,814

APPLICATION SCHEDULE:

- CDBG Application due March 25, 2024

RESIDENT'S: COMMENTS and CONCERNS

What is needed tonight:

- A board vote to authorize HRA to submit a CDBG Application in the maximum amount of **\$950,000** on behalf of the town of Montague
- A board vote to authorize signatures on grant application submission documents (documents can only be produced once approved budget data is entered in EOHLIC's Grant Management System)
- A board vote to authorize execution of the FY24 CDBG Contract between the Town of Montague and the Executive Office of Housing and Livable Communities (EOHLIC), if awarded.

▪ CLOSE MEETING

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
March 14, 2024**

Franklin, ss.

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

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Thursday, March 14, 2024, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to amend the Classification Plan to add the position of DPW Truck Driver Laborer in Training at Grade B, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 2. To see if the Town will vote to amend the vote taken pursuant to Article 6 at the May 6, 2023 Annual Town Meeting, Schedule II Appointed Officials, by adding the position of Cemetery Sexton, with a rate per burial of \$100, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 3. To see if the Town will vote to amend the vote taken pursuant to Article 6 at the May 6, 2023 Annual Town Meeting, Schedule II Appointed Officials, by increasing the pay range for Part Time Police Officers from \$25-\$28 per hour to \$29-\$35 per hour, or pass any vote or votes in relation thereto.

(Police Department Request)

ARTICLE 4. To see if the Town will vote to revoke its acceptance of the provisions of the former Section 48 of Chapter 31 of the General Laws of the Commonwealth of Massachusetts, voted under Article 16 of the Warrant for the 1932 Annual Town Meeting, and any amendments thereto insofar as such chapter and section relate to the Civil Service status of regular or permanent members of the Police Department of the Town of Montague, so that the permanent members of the Police Department shall no longer be subject to the provisions of

Chapter 31 and the rules and regulations relating thereto, except that such revocation shall not affect any civil service rights, which have come into existence between the Town and employees of the Police Department as a result of the Town's original acceptance of the statute, or pass any vote or votes in relations thereto.

(Police Department Request)

ARTICLE 5. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,974, or any other amount, for the purpose of providing retroactive out-of-grade compensation owed to a union employee within the Treasurer/Tax Collector's Office for the prior year, or pass any vote or votes in relation thereto.

(Treasurer/Tax Collector Request)

ARTICLE 6. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$300, or any other amount, for the purpose of making a prior year's longevity payment to a union employee in the Library Department, or pass any vote or votes in relation thereto.

(Library Director Request)

ARTICLE 7. To see if the Town will vote to amend the vote taken pursuant to Article 7 at the May 6, 2023 Annual Town Meeting by increasing the Fiscal Year 2024 Building Inspector Budget, Line 241 by \$8,481 from \$148,621 to \$157,102, or any other amount, and to raise and appropriate, transfer from available funds, borrow, or otherwise provide said sum, or any other amount, for the purpose of funding said increase, or pass any vote or votes in relation thereto.

(Building Inspector Request)

ARTICLE 8. To see if the Town will vote to amend the vote taken pursuant to Article 7 at the May 6, 2023 Annual Town Meeting by increasing the Fiscal Year 2024 Selectboard budget, Line 122 by \$23,000 from \$329,781 to \$352,781, or any other amount, and to raise and appropriate, transfer from available funds, borrow, or otherwise provide said sum, or any other amount, for the purpose of funding said increase, or pass any vote or votes in relation thereto.

(Selectboard Request)

Special Town Meeting Warrant

March 14, 2024

Page 2 of 5

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$152,261, or any other amount, for the purpose of funding the operations of the Airport, including the payment of wages and benefits for airport employees, maintenance of property and equipment, the purchase of supplies, debt service, and anything incidental or related thereto, with said amount to be used to fund the expected Fiscal Year 2024 revenue shortfall in the Airport Enterprise Fund, and to adjust any or all airport enterprise fund budget line items, as voted pursuant to Article 9 of the May 6, 2023 Annual Town Meeting, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 10. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$152,315, or any other amount, for the purpose of replacing all failed pavement, utility connections, parking lots, and loading docks on the Pioneer Aviation property, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$125,000, or any other amount, for the purpose of funding a Wastewater Asset Vulnerability Inventory, including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission Request)

ARTICLE 12. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$90,000, or any other amount, for the purpose of purchasing and equipping a skid steer, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 13. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$222,880, or any other amount, for the purpose of

replacing a culvert on South Ferry Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 14. To see if the Town will vote in accordance with the provisions of Chapter 77 of the Acts of 2023, to rescind the vote taken under Article #16 of the October 13, 2022 Special Town Meeting, which established an Opioid Settlement Stabilization Fund and dedicated all opioid settlement revenues to this fund, such funds henceforth to be placed in a special revenue fund to be expended without further appropriation for all of the purposes allowed by law, including those outlined in applicable opioid settlement documents, or pass any vote or votes in relation thereto.

(Selectboard Request)

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

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Christopher M. Boutwell, Sr.

Matthew Lord

Franklin, ss Montague, MA February _____ , 2024

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

Constable of Montague



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

MONTAGUE

City /Town

00007-RS-0736

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Transfer of License
- Change of Manager
- Change of Officers/
Directors/LLC Managers
- Change of Location
- Alteration of Licensed Premises
- Change Corporate Name
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Issuance/Transfer of Stock/New Stockholder
- Other
- Change Corporate Structure (i.e. Corp / LLC)
- Pledge of Collateral (i.e. License/Stock)
- Management/Operating Agreement
- Change of Hours
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address Zip Code

Manager Granted under Special Legislation? Yes No

If Yes, Chapter of the Acts of (year)

§12 General On-Premises

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Dining Room, Reception with two doors East & West with bar and restroom located in the same. Dining room with double doors located East & West, Kitchen located off Reception Area Clubhouse, banquet hall, 34 acre, nine hole golf course with tees 3 & 5 as areas where alcohol can be sold and motorized beverage cart for on course sales. There are two buildings combined.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR PRESIDENTIAL PRIMARIES

Franklin SS.

To either of 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 Montague who are qualified to vote in Primaries to vote at:

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 FIFTH DAY OF MARCH 2024**, from **7:00 A.M. to 8:00 P.M.** for the following purpose:

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

PRESIDENTIAL PREFERENCE.....FOR THIS COMMONWEALTH
STATE COMMITTEE MAN..... HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
STATE COMMITTEE WOMAN.. HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT TOWN
COMMITTEE.....MONTAGUE

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 February, 2024.

_____ Richard J. Kuklewicz, Chair

_____ Christopher M. Boutwell

_____ Matthew R. Lord

Selectboard of: Montague

Franklin, ss Montague, MA, February , 2024

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.

Constable of Montague

_____, 2024.
Constable (month and day)



99 Millers Falls Road
Northfield, MA 01360
Ph: (413) 659-4478
Fax: (413) 659-4479

E-mail: yves.georges@firstlight.energy

Yves Georges
Senior Operations Manager, North

February 8, 2024

Town Administrator
c/o Mr. Steven Ellis
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Ellis,

The Turners Falls Power Canal service outage will take place Sunday, September 22, 2024, at 1800 hours through Saturday, September 28, 2024, at 1800 hours. The canal will be drained by 1800 hours, Sunday September 22, 2024 and remain so until Saturday, September 28, 2024 at 1800 hours. During this time, the canal will be dewatered to perform inspection and maintenance work along the canal at a number of locations.

We will be performing maintenance activities in and around the canal throughout the week. If you have any projects or activities pertaining to the power canal scheduled during this period, please contact me regarding coordination and accessibility issues.

It may become necessary to cancel or reschedule this outage due to system load conditions during this period. You will be notified of changes as they occur. If you have any comments or questions regarding this schedule, please call me so we can discuss them.

Very truly yours,

A handwritten signature in black ink, appearing to read "Yves Georges", written over a horizontal line.

Yves Georges
Senior Operations Manager, North

Dear Caitlin:

Congratulations! The American Library Association (ALA) Public Programs Office is pleased to inform you that Montague Public Libraries has been selected to receive a Libraries Transforming Communities (LTC): Accessible Small and Rural Communities grant in the amount of \$20,000.00.

This was an extremely competitive process. We received many excellent proposals. You should be very proud of this accomplishment!

Below are a few important steps to get started.

1. Fill Out the Grant Acceptance Form

As a recipient of the LTC grant, you must complete and submit a Grant Acceptance Form by February 22, 2024, to confirm your library's participation. This is a short form that asks you to verify your acceptance and your address – we encourage you to complete it as soon as possible!

To access your Grant Acceptance Form, log in to ALA's grant system using the same email address and password you used to complete your application.

2. Add Important Dates to Your Calendar

A schedule of upcoming project dates is below.

- By February 22: complete and submit your Grant Acceptance Form

March 5: Orientation webinar

March 14: Understanding Disability webinar

March 20: Improving Services, Facilities, & Programs for People with Disabilities webinar

March 28: Hosting Accessible Community Conversations webinar

April 1, 2024 – March 31, 2025: Grant implementation term

By September 30, 2024: Submit interim report

By March 31, 2025: Spend grant funds

April 30, 2025: Final report due

3. Keep the News Quiet for Now, Please!

We ask that you do not share news about your grant until after you receive notification of ALA's official announcement. Notifications of application status are sent in a staggered process, so please refrain from telling other applicants of your acceptance too. ALA staff will email you with the "green light" to announce your grant. The Grant Support Materials is a catchall resource that includes:

- Materials that you may find helpful for sharing the news about your grant, such as a press release template, letter to your elected officials, and sample social media posts

A link to the Facilitation Training e-course and access instructions

A list of participating LTC: Accessible Small and Rural Communities

A link to access the LTC: Accessible Small and Rural Communities discussion forum on ALA Connect

Information about upcoming webinars for new grantees

Congratulations again on your successful application! We are extremely excited about the work you have planned for your library and community and look forward to collaborating with you in the days ahead.

Sincerely,

Samantha Oakley (she/her)

Project Director


609427 Montague - South St over Sawmill River - Ped/Bike Access During Construction

Cameron, Christopher I. (DOT) <Christopher.I.Cameron@dot.state.ma.us>

Tue 2/20/2024 8:31 AM

To: Assistant Town Administrator <Assistant.TownAdmin@montague-ma.gov>

Cc: Hanson, Laura (DOT) <Laura.Hanson@dot.state.ma.us>

 2 attachments (96 KB)

20240215 - 609427 - Montague Pedestrian Accomodation Letter.pdf; 009_608849-Letter from Selectboard RE Bike and Ped Accommodations.pdf;

Good morning Walter,

I'm writing to request agreement with the town to the proposed construction staging for this project, which includes a full bridge closure with detour and no pedestrian or bicycle access during construction. As previously discussed and presented during the Design Public Hearing this is to minimize disruption by seeking to achieve the quickest construction window possible. The Construction Contract Time Duration (CTD) has been completed and shows the bridge closing in mid-November of this year and reopening in mid-June of 2025. This is based on the current projected advertising date of 3/30/2024 and a Contractor NTP on 7/28/2024 and achieves the shortest possible closure duration of 207 days. While we originally planned to have the closure take place in the summer months to minimize disruption to school access this was determined not to be feasible given there is an Environmental time of year restriction for in-water work from April 1 through July 31 each year due to the river being a cold water fishery. This would not allow sufficient time to complete the paving work and reopen the bridge prior to the following winter, which would further delay the project into the following spring. While the contractor may choose to close the bridge later this fall/winter, which would shorten the closure duration even further, they need to ensure they have sufficient time to complete all in-water work, including cofferdams, bridge demolition, abutment construction, and streambed restoration all prior to April 1 to avoid increasing the closure and overall project durations by 4 months. This is also means the bridge would be re-opened to pedestrians and bicycles (in addition to motor vehicles) in time for the summer months, when activity is expected to be much higher.

MassDOT would like to request written concurrence from the town, on town letterhead and signed by a town official (similar to the attached example), indicating concurrence with the proposed approach and agreeing that pedestrian and bicycle accommodation is not feasible during construction. Please let me know if you have any questions, comments, concerns, or would like to discuss this. Thanks for your help on moving this important bridge replacement project forward. Respectfully,

Christopher Cameron

Civil Engineer – Project Manager

MassDOT Highway Division – Major Projects Section

10 Park Plaza, Boston, MA 02116

857-262-5481

christopher.i.cameron@dot.state.ma.us



February 15, 2024

Michael J. O'Dowd, P.E.,
Director of Major Projects
MassDOT – Highway Division
10 Park Plaza, Suite 7210
Boston, Massachusetts 02116

Subject: **MONTAGUE – South Street over Sawmill River Bridge No. M-28-026**
Contract No. 115803 Assignment No. 14
Project File No. 609427
Project Manager - Mr. Christopher Cameron
Pedestrian Access During Construction

Dear Mr. O'Dowd,

In accordance with MGL Chapter 90 Section 2A, temporary pedestrian or bicycle accommodations must be provided during construction, or justification needs to be provided that explains why accommodations are not feasible. Given the constraints and scope of this project, temporary pedestrian and bicycle accommodations are not feasible for this project. The purpose of this memo is to outline the constraints which make the implementation of pedestrian and bicycle accommodations infeasible.

The existing bridge is in poor condition with significant deterioration to the fascia beams. The roadway is currently restricted to a single alternating lane of traffic with barriers located along both sides of the roadway. The deteriorated superstructure makes any attempt at staged construction nearly impossible without overbuilding to one side of the bridge. Overbuilding the bridge would allow for vehicles and pedestrians to maintain access throughout construction. However, overbuilding to one side would cause a significant increase in environmental and ROW impacts and would potentially involve impacts with Article 97 properties. The surrounding area consists of deciduous and evergreen forest, forested wetlands, grassland and cultivated land. The land to the northeast and southwest of the bridge is part of the Montague Wildlife Management Area owned by the Massachusetts Department of Fish and Game with wetlands adjacent to the toe of the existing roadway slope. The property located on the southeast side of the bridge is listed as APR Farmland and is protected by Article 97.

This project was originally scoped with these bridge and site constraints in mind when it was determined that building within the footprint of the existing bridge while incorporating a detour would be the most viable option. Additionally, the project schedule is being accelerated to the extent possible using accelerated construction and an accelerated schedule to minimize the impacts to all users. Per the Functional Design Report, pedestrian counts amounted to <15 per day in peak summer, as it was originally intended to construct the bridge during summer months. However, Environmental Time-of-Year restrictions for in-water work prevent summer construction from being feasible and WSP is now proposing accelerated construction during the winter which would likely be less traveled by pedestrians than during the peak summer months.

Since there are no existing pedestrian facilities along South Street or on the bridge, and there is no way to incorporate pedestrian access during construction with the current design plans without additional environmental and ROW impacts, pedestrian and bicycle are deemed to be impractical for this project.

Very Truly Yours,

WSP USA Inc.
Andrew Benkert, P.E.
Project Manager
Assistant Vice President

Cc: Christopher Cameron, MassDOT Project Manager



Montague Selectboard

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

February 26, 2024

Michael J. O'Dowd, P.E.
Director of Major Projects
MassDOT- Highway Division
10 Park Plaza, Suite 7210
Boston, MA 02116

RE: Bridge Replacement Project- South Street Bridge over Sawmill River. Bridge No. M-28-026

Dear Ms. Lavallee,

The Town of Montague has been actively involved in the design for the replacement of the above referenced bridge. The purpose of this letter is to affirm the Town's support of the present design which does not propose temporary pedestrian or bicycle accommodations during construction or in the final design.

The bridge is located in a rural area. Traffic volumes and speeds are very low and there are clear lines of sight on each side of the bridge for pedestrians and cyclists to ensure safe crossing.

Construction of temporary and or permanent sidewalks and bikeway would impact the adjacent area, environmental resources, require additional rights of way and would add additional time to the project.

The Selectboard hopes that this clearly explains why we support the proposed bridge design. If you have further questions, please do not hesitate to contact us.

For the Montague Selectboard,

Richard Kuklewicz
Selectboard Chair

Cc: MassDOT Project Manager Christopher Cameron



Date: 2/22/2024 Change Order Proposal # 1

Customer: Town of Montague

Address: 1 Avenue A.
Montague, MA 01376

Project Name: Center Library Slate Roof Repair

Description of Work:

Additional Slate Replacement

1. Materials:				
DESCRIPTION	QUANTITY	UNIT PRICE	VALUE	
Slate Replacement Unit Price	97	\$85.00	\$8,245.00	

2. Equipment:				
DESCRIPTION	QUANTITY	UNIT PRICE	VALUE	

3. Labor:				
TRADE	WORKERS	HOURS	WAGE	VALUE

4. Subcontractor:		
CONTRACTOR	DESCRIPTION OF WORK BEING PERFORMED	VALUE

5. Total Cost of Items 1,2,3 **\$8,245.00**

6. Overhead and Profit				
Larochelle Construction, Inc.	\$8,245.00	x	0%	\$0.00
Total Cost of 4.	\$0.00	x	0%	\$0.00
Total O&P				\$0.00

7. Total Work of G.C. and Subs (4,5,6) **\$8,245.00**

8. Bonding	Bonding Cost	\$8,245.00	x	0.0%	\$0.00
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9. General Liability Insurance	General Liability Insurance	\$8,245.00	x	0.0%	\$0.00
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Total Cost of Change Order:	\$8,245.00
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Regards,
Danny S. Larochelle - President

Project Extension - _____ Days

APPROVAL:

Town of Montague Date



23 College St/Suite 8/South Hadley, MA 01075
P: (413) 781-5651

October 24, 2023

Montague Carnegie Public Library
17 Center Street
Montague, MA 01351

RE: Montague Carnegie Public Library Leak Proposal

We are pleased to provide you with a proposal for requested lower roof replacement at the Montague Carnegie Public Library. If additional time is required due to unforeseen conditions, the additional work will be billed at \$125/hr plus material.

Scope of work (Included):

- ❖ Remove existing shingles and underlayment
- ❖ Install F5 .024 Aluminum Drip Edge (White or Brown) please circle the selection
- ❖ Install Tarco Ice & Water underlayment
- ❖ Install Tamko Titan Architectural Shingles
- ❖ Reuse existing counterflashing

Excluded:

- ❖ New counterflashing
- ❖ Unforeseen conditions
- ❖ Structural damage
- ❖ Hazardous waste & materials
- ❖ Rot

Total Labor & Material:

\$3,300.00

NOTE: ANY ADDITIONAL WORK MUST BE APPROVED BY THE OWNER IN WRITING PRIOR TO LAROCHELLE CONSTRUCTION COMMENCING WITH THE WORK.

NOTE: ADDITIONAL WORK WILL BE BILLED AS FOLLOWS:

1. **LABOR AT \$125 PER HOUR**
2. **MATERIALS AND SUBCONTRACTORS AT COST PLUS 20%**

NOTE: IF ALLOWANCES ARE EXCEEDED OWNER WILL BE BILLED AT ADDITIONAL COST PLUS 20%.

Except as specifically state above, this Proposal does not include any correction of existing concealed substandard framing; rerouting/removal of vents, pipes, ducts, structural members, wiring or conduits which may be discovered in the courses of removing wall ort cutting openings in walls; or removal and replacement of existing rot or insect infestation. If such repairs are discovered to be necessary once the construction is underway, such repairs will be undertaken on a time and materials basis only after consultation with the Owner. Failure by the owner to authorize necessary repairs may void applicable warranties.

We propose to furnish material and labor, complete in accordance with these specifications, for the above sum. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Our workers are fully covered by workers compensation insurance and are "OSHA 10" certified.
Our foremen are "OSHA 30" certified.
EPA Lead Safe Certified # R-1-19835-10-00192.

On private projects, Massachusetts Prompt Pay law requires property owners to make progress payments to Prime Contractors within 45 days after approval of invoice. The invoice must be approved or denied within 15 days. If payment is late according to Massachusetts Prompt Payment requirements, the state's general interest statute presumably applies, since this is a contract dispute. The general interest penalty is 12% per year.

Danny S. Larochelle, President
Larochelle Construction Inc.
License CS-069121
Registration 152467

ACCEPTANCE OF PROPOSAL:

Agreement between Montague Carnegie Public Library, 17 Center Street, Montague MA 01351 (OWNER) AND Larochelle Construction Inc, 23 College St., Suite 8, South Hadley MA 01075 (CONTRACTOR).

Please make the following changes or clarifications:

Payment will be made on a To Be Determined Schedule.

NOTE: ALL CHANGE ORDERS ARE DUE UPON RECEIPT OF THE BILLING.

The prices, specification, and conditions listed above are satisfactory and are hereby accepted.

I authorize you to apply for a building permit, if required, on my behalf.

<u>Caitlin Kelley</u>	<u>11-21-2023</u>
Customer signature	Date

Caitlin Kelley
 Please print legal name for contract documents

_____	_____
Customer signature	Date

 Please print legal name for contract documents

Note: All individuals listed as owners of record for a property are required to sign contract agreements.

Please note any corrections to your name or address. Also, please give us your email and phone numbers and the best times to reach you so we can keep you posted regarding our schedule.

Mobile Phone 508-259-4447

Home Phone _____

Business Phone 413-863-3214

Email librarydirector@montague-ma.gov

Address for Carnegie Library is:
201 Avenue A in Turners Falls

Contractor signature

Date

Surplus vehicles/equipment:

1988 Bowmag BW154, 6-8 Ton Roller
VIN #: 820123

2008 Ford F350 1 ton Dump Truck
VIN #: 1FDWF37Y88EE22985

2010 Ford F350 SRW Cab and Chassis
VIN #: 1FTWF3B57AEB31501



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Labor & Workforce Development / Department of Industrial Accidents	
Legal Address: (W-9, W-4):		Business Mailing Address: 100 Cambridge St. Boston, MA 02114 5TH FL. ATTN Contracts	
Contract Manager:	Phone:	Billing Address (if different): Accounts Payable (DWD) Accounts.Payable@detma.org	
E-Mail:	Fax:	Contract Manager: Maryann Falvey	Phone: 617-507-9055
Contractor Vendor Code: VC		E-Mail: maryann.falvey@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: BD-24-1043-DAO01-32500-93069	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 6/30/2024 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Steven Ellis</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,