

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, April 1, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/89969105104>

Meeting ID: 899 6910 5104 Passcode: 482292 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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. 6:32 Approve Minutes:
 - Selectboard Meeting March 25, 2024
 - Finance Committee and Selectboard, March 20, 2024
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:34 **Chris Williams, Chief of Police**
 - Review and Approval of Hiring and Selection *Policy & Procedure No. 1.20*
5. 6:40 **Tom Bergeron, DPW Superintendent**
 - Review and Approve Stantec Contract for Engineering of South Ferry Road Box Culvert Installation
6. 6:30 **Personnel Board**

Personnel Status Change Notice:

 - John Dempsey, Reserve Office, \$32.65/hr effective 3/14/2024
 - Todd Michon, Reserve Officer, \$29.00/hr effective 3/14/2024
 - Receipt of Letter of Resignation from Tom Bergeron, Effective June 27, 2024
 - Appoint Jamie Carey, Building Department Administrative Assistant
 - Appoint Karen-Casey-Chretien Temporary Administrative Assistant April 2 to April 25, 2024, Grade B, Step 11 @ \$23.72/hr.(for training)
 - Appoint Jacob Goldman to Branch Library Assistant at the Millers Falls Branch. Grade A, Step 2 @ \$16.35/hr.
 - Appoint Amber Korby to Cemetery Commission Sexton effective 4/2/2024. \$100.00 per burial.

Montague Selectboard Meeting

April 1, 2024

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7. 6:45 **Natalie Blais, State Representative**
 - Discussion of Town Legislative Priorities
8. 7:15 **Jon Dobosz, Director Parks & Recreation**
 - Blacksmith Shop Building Evaluation Contract – Metcalfe Associates
 - Copier Contract & Lease – Aztec Office Technology & Elm City Capital Addendum
9. 7:25 **Host Community Agreement Amendment**
 - Options for 253 Farmacy Cannabis Host Community Agreement
 - Timeline for Amended HCA with FlowerPower, Inc.
10. 7:40 **Assistant Town Administrator's Business**
 - Discussion: Council On Aging Siding and Painting
 - Discussion: FY 25 Grant strategy
 - Report on Farren Property Site Visit
11. 7:55 **Town Administrator's Business**
 - Announce/request approval to accept a \$75,000 Asset Management Planning Grant from the Clean Water Trust for a Wastewater Asset Vulnerability Study
 - Update on Trash & Recycling Transition Planning with Casella
 - Topics not anticipated in the 48 hour posting
12. 8:05 **Executive Session**
 - Executive Session under G.L. c.30A, §21(a)(6) to consider the purchase, exchange, lease or value of real estate, GMTA Garage, 382 Deerfield Street, Greenfield.

Next Meeting:

- Selectboard, Monday, April 8, 2024 at 6:00 PM, via ZOOM

HIRING AND SELECTION

POLICY & PROCEDURE NO. 1.20	ISSUE DATE:
	EFFECTIVE DATE:
	REVISION DATE:

I. GENERAL CONSIDERATIONS AND GUIDELINES

In March of 2024, Town Meeting removed the Montague police department from Civil Service. Upon the issue date of this policy, the recruitment, testing, vetting and selection of police officers is the responsibility of the Chief of Police, under the authority and direction of the Town of Montague Selectboard, the appointing authority for all regular police officers.

The Civil Service system was originally designed to protect the police hiring system from manipulation and undue influence. Despite its obsolescence, without such a system in place, and in the interests of attracting and selecting only the best candidates as police officers, it becomes imperative that public officials and members of the department strictly ascribe to a set of standard hiring protocols. As such, no candidate shall be recommended for appointment to the Selectboard by the Chief of Police unless the candidate has been processed according to this policy.

Further, this policy recognizes and incorporates by reference the standards of conduct for municipal officials under General Laws Chapter 268A, the Conflict of Interest Law, and further recognizes that no person who is related to any applicant shall participate in any way in the selection process for a position.

II. POLICY

It is the policy of the Montague Police Department that:

- A. New police officers will be selected according to the procedures set out below. All members of the department assigned to the recruitment, testing, vetting, investigation and selection of new police officers shall commit themselves to hiring only the finest candidates, and to furthering the department's standards of excellence.
- B. All components of the selection process will be valid and have utility. It will be the responsibility of the Police Chief, or their designee, to ensure that adverse impact, if any, is minimized.
- C. The department will strive to attract candidates from diverse backgrounds and cultures, and will acknowledge education, character, law enforcement service, and military service in the selection of new officers.
- D. Equal Employment Opportunities shall be guaranteed. Unlawful discrimination against any person in recruitment, examination, appointment, training, promotion, retention or any other term or condition of employment because of political affiliation, race, creed, color, national origin, ancestry, genetic information, ethnicity, age, sex, disability, religion, creed, sexual orientation, military or veteran status, gender identity or expression, marital or family status, or any other legally protected classification is prohibited.

III. PROCEDURES

A. Selection Committee

- 1. The Selectboard is responsible for the ultimate selection and appointment of police officer candidates based on the Chief's recommendation.
- 2. The Chief of Police, or their designee, is the department's Selection Coordinator and will be responsible for overseeing the entire selection process.
- 3. The Chief of Police, or their designee, will coordinate and select department employees to participate in the screening process.
 - a. Some of these officers will be responsible for conducting background investigations and submitting written reports on all applicants.

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- b. Any officer selected to conduct background investigations will receive, or will have received training, on the duties and responsibilities of a background investigator.

B. Guidelines of the Process

1. The Police Chief will be responsible for the maintenance and security of the records and selection materials of all applicants in accordance with all applicable laws. All records, interview notes, and other documentation related to the selection process will be retained by the Chief of Police. Access to all selection records will be limited to the Chief of Police, Lieutenant of Police, Town Administrator, Selectboard and the officers assigned as background investigators, and those involved in the selection process.
2. No applicant will continue to the next step in the process until he/she has successfully completed the previous step.
3. An applicant who fails to pass at any step will be notified in writing as soon as possible.
4. An exam may or may not be required depending on the needs of the department and at the discretion of the Chief. An examination will be administered if the needs of the department dictate. Veterans will receive (2) additional points (per 100) if a test is administered, or a proportional number of points should the assessment not be rated on a scale of 100. The Chief of Police, in consultation with the Selectboard, may hire personnel without holding an examination. If the exam is waived by the Chief of Police and Selectboard the candidate select shall participate in all other phases of the selection process.
5. An applicant who has obtained their Municipal Police Training Committee (MPTC) academy certification, or equivalent waiver, may apply as a transfer candidate. If accepted as a transfer candidate, the examination requirement will be waived, but they will participate in all other phases of the selection process.
6. A former Montague police officer, who separated from the department in good standing, and within the previous five years, may apply to join the department as a reinstatement. If accepted as a reinstatement or internal candidate, the examination requirement will be waived, but They will participate in all other phases of the selection process.

C. Selection Process of Sworn Full-Time Personnel

1. Entrance Examination

- a. The Montague Police Department will conduct a recruiting campaign prior to administering an entrance examination if one is needed. Information about the exam, including its date, time and location, along with information about how one would go about applying to take it, will be disseminated to the community via appropriate media, social media and via the CJIS News File.
- b. The Montague Police Department may select a vendor to administer an entrance examination. In order to take the examination, or be considered for appointment, the candidates must:
 - 1) Not be a convicted felon;
 - 2) Be at least 21 years of age at the time of or application submittal;
 - 3) Have a Massachusetts drivers' license; and have the ability to obtain a Massachusetts License to Carry a Firearm, pursuant to General Laws Chapter 140;
 - 4) Be a United States Citizen or obtained a valid Green Card.
- c. If an examination is given, candidates who pass may be considered for further processing.

2. Preliminary Application

- a. Candidates who are eligible for consideration will be required to submit a preliminary applicant questionnaire and resume to the department. The department will take into consideration the number of vacancies to be filled, and use the criteria below to determine who moves forward in the process (not listed in any specific order):
 - 1) Education
 - 2) Language proficiencies
 - 3) Local/Special knowledge of the Montague community
 - 4) Prior public service
 - 5) Prior military service
 - 6) Prior Law Enforcement experience
- b. When candidates submit a completed preliminary applicant questionnaire, omissions or deficiencies in the questionnaire may disqualify a candidate. However, applicants may be afforded the opportunity to correct minor omissions or deficiencies on the questionnaire.

- c. Candidates failing to complete the questionnaire or produce required documentation within the required time frame will be disqualified from the selection process.
- d. The top candidates will move forward in the process.

3. Preliminary Assessment

- a. **Preliminary PAT:** Remaining candidates will participate in a preliminary physical ability test (PAT) as determined by the Chief of Police. Transfer officers and or POST certified officers will be exempt.
- b. **Preliminary Background:** A Board of Probation check, Interstate Identification Index III, internal local records check, and driver's history will be run for each of these candidates.
- c. **Preliminary Interview:** A preliminary interview will be conducted with a pool of qualified candidates to determine which candidates will move forward in the interview process. A preliminary interview panel consisting of the Chief (and any other staff selected by the Chief) will conduct these preliminary interviews.
- d. The top candidates will move forward in the process and be invited to formally apply.
- e. At the time of their formal application, the applicant will be informed in writing by the Chief of Police:
 - 1) All elements of the forthcoming selection process
 - 2) The anticipated duration of the selection process

4. Final Assessment

- a. **Comprehensive Application:** All candidates must obtain and submit a completed application packet, an Authorization for Release of Information Form, and produce required documentation (e.g., Massachusetts driver's license, High School Diploma, Military records, etc.).
 - 1) This phase may be accomplished using an electronic platform; an electronic link to required information will be provided by the Montague Police Department.
 - 2) When candidates submit a completed application packet, omissions or deficiencies in the questionnaire may disqualify a candidate. However, applicants may be afforded the opportunity to correct minor omissions or deficiencies on the questionnaire.
 - 3) Candidates failing to complete the prescribed application packet or produce the required documentation within the required time frame shall be disqualified from the selection process.

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- 4) All candidates will be required to submit to a drug and alcohol screen during the application process.
 - b. **Comprehensive Background:** A thorough investigation of each candidate will be conducted by personnel who have been trained in background investigation techniques and collecting required information. The investigation will include, at minimum:
 - 1) Verification of a candidate's qualifying credentials,
 - 2) A criminal history records check,
 - 3) Registry of Motor Vehicles checks,
 - 4) Employment history check
 - 5) Credit check
 - 6) At least three (3) non-family personal references of the candidate and interviews with previous employers, coworkers, and current and past neighbors.
 - c. **Comprehensive Interview:** An oral interview will be conducted. The interview panel will consist of the Chief and other staff selected by the Chief of Police.
 - 1) The same general questions will be asked of each candidate and their responses will be recorded and evaluated by the interview panel.
 - 2) This does not preclude differing follow-up questions based on the candidate's response to interview questions or questions based on other information provided by the candidate.
 - 3) Candidates may also be asked specific questions based on the information that was obtained during the background investigation, or the initial interview.
 - 4) Candidates may also be asked to perform simulations and provide writing samples as part of the interview process.
 - 5) The top tier of candidates will move forward in the process.
 5. **Conditional Offer:** A conditional offer of employment may be offered to a candidate based on the outcome of the above process. Such an offer is contingent upon the successful outcome of the following:
 - a. An emotional stability and psychological fitness examination of every candidate for a sworn position shall be conducted by a qualified professional prior to appointment to probationary status. The results of the emotional stability and psychological fitness examination will be kept in the officer's secure medical file.
 - b. A licensed psychologist and/or psychiatrist will conduct the psychological screening and will maintain any and all records or materials utilized or generated during the process for the Montague Police Department. A summary recommendation will be

prepared for the Department, which will be kept separate from the personnel folder.

- c. A medical examination shall be conducted by a licensed physician prior to appointment to probationary status for all sworn positions. The results of the medical examination will be kept in the officer's Medical File.
 - d. Prior to being accepted to a Police Recruit Academy, candidates must successfully complete the initial hire Physical Abilities Test (PAT), administered by the Massachusetts HRD, as well as, meet the MPTC Recruit Academy Entry-Level Fitness Standards administered by a department health/wellness coordinator.
6. **POST Certification of Law Enforcement Officers:** Pursuant to the POST Commission Law Enforcement Certification Standards, applicants must meet the minimum LEO Certification Standards prior to assuming any sworn position. These qualifications include:
- a. Reaching the age of 21
 - b. The successful completion of high school or equivalent,
 - c. Successful completion of the basic training program approved by the MPTC,
 - d. Successful completion of a physical and psychological fitness evaluation approved by the POST Commission,
 - e. Successful completion of a state and national background check,
 - f. Possession of current first aid and CPR certificates or equivalent,
 - g. Successful completion of an oral interview as defined by the POST Commission, and
 - h. Be of good moral character and fit for employment in law enforcement, as determined by the POST Commission.
 - i. A check of the national decertification index through the MPTC Executive Director's Office.
 - j. The POST Commission will not provide certification or recertification to any person who:
 - 1) Does not meet the minimum standards contained in section II or any POST Commission regulation.
 - 2) Has been convicted of a felony or whose name is listed in the national decertification index, or the database of decertified law enforcement officers maintained by the Commission pursuant to clause (i) of subsection (a) of section 13 of the Act.
 - 3) While previously employed in law enforcement in any state or United States territory or by the federal government, would have

had their certification revoked by the Commission if employed by an agency in the Commonwealth (MGL Ch. 6E Sec.4 (2))

D. Post Selection Process/Probationary Period

1. Following Their original appointment as a permanent full-time police officer, a person shall actually perform the duties of such position on a full-time basis for a probationary period of twelve months, which in the case of an officer attending a full-time MPTC academy shall commence upon graduation, and not to include a break in service for any reason, before he/she shall be considered a full-time tenured employee in such position.
2. Those officers that have gone through the “Bridge Academy” via the MPTC and have been certified via POST as a full-time police officer, their probationary period will commence upon their first day of hire.
3. The Chief of Police, or his designee, may establish procedures to ensure the evaluation of Probationary Officers prior to the end of such probationary period.
4. The probationary period for transfer candidates is one (1) year from the date of rehire.



Stantec Consulting Services Inc.
5 Dartmouth Drive Suite 200, Auburn NH 03032-3984

March 24, 2024
File: 195113356

Attention: Mr. Walter Ramsey, AICP
Town Planner
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Ramsey,

Reference: South Ferry Road Box Culvert Installation - Engineering Services During Construction

Stantec Consulting Services Inc. (Stantec) is pleased to submit to you for your review and approval a scope and fee to perform engineering services for the Town during the construction of the South Ferry Road box culvert project. We have developed our scope, level of effort and associated fee based on the anticipated costs to providing engineering services to support the Town with bidding the precast concrete box culvert for and to provide construction inspection and construction administration support during construction for the Town's installation of the proposed replacement box culvert, on the subject project.

The following is an outline of our proposed scope and associated fee, a tabulated level of effort summary of the basis of these totals is attached, provided as Attachment 'A':

Task#1 – Bidding and Procurement.....	\$4,284
<ul style="list-style-type: none"> • Develop a Bid Package for Publicly Bidding the Precast Box Culvert <ul style="list-style-type: none"> ○ Post to the Central Registrar ○ Coordinate with the Town for advertising the Bidding of the Precast Concrete Box Culvert ○ Create and Maintain an FTP Site for Bidding, ○ Distribute plans and documents for bidding to potential bidders, ○ Respond to Questions during bidding, ○ Issue Addenda during bidding (Assumes 1) ○ Notify the Massachusetts General Register of prospective bidders and bid results, ○ Assumes bid opening will be performed by the Town. • Assist the Town in obtaining price proposals from licensed contractors for the removal and disposal of the existing 24" Asbestos Concrete pipe. • Assumes that the primary point of contact for all coordination, agreements, scheduling, obtaining pricing, and purchasing of all other materials and contractors required to perform work on the project will be performed by the Town. 	
Task#2 – Construction Administration.....	\$9,024
<ul style="list-style-type: none"> • Coordinate Utility Pole Relocation • Review precast concrete box culvert reinforcing design and associated calculations (assumes 1 review) 	

Reference: South Ferry Road Box Culvert Installation - Engineering Services During Construction

- Process, review and provide recommendations to the Town for material submittals for the materials being incorporated into the project (Assumes 8 submittals)
- Attend and run a Pre-Construction Meeting with the Town,

Task#3 – Construction Monitoring.....\$22,169

- Layout of Baseline and Offsets by a Licenses Surveyor
- Compaction testing prior to paving and during final paving.
- Perform On-site part-time construction monitoring, assumes 10 site visits during the project, that that are anticipated to include the following:
 - project layout and initial coordination,
 - bypass setup and erosion and sedimentation controls inspection
 - box culvert setting (3-days)
 - box culvert decking prep and paving
 - gravel sub-base and final grading checks
 - paving
 - guardrail layout
 - guardrail installation
 - restoration and final walk through

Total – Engineering Services During Construction.....**\$35,477**

We have attached for your review and execution an Authorization for Additional Services (AAS) for this scope of work which will serve as an Amendment to the Agreement for Professional Services Contract between The Town of Montague and Stantec Consulting Services Inc., executed on July 25, 2022, for the design of the replacement box culvert for the South Ferry Road project. Bidding services are anticipated to start on April 3, 2024, for the precast concrete box culvert with the completion of construction anticipated in the early fall 2024.

Should you have any questions or need any additional information please feel free to contact me.

Respectfully Submitted,

Stantec Consulting Services, Inc.



Bryan Ruoff, PE
Associate
Phone: 603-206-7548
Fax: 603-669-7636
Bryan.Ruoff@stantec.com



Rene LaBranche
Vice President
Phone: 603-669-8672
Fax: 603-669-7636
Rene.LaBranche@stantec.com

Attachment: A – Level of Effort Summary
B – Authorization for Additional Services

c. Tom Bergeron, Town of Montague, MA
Rene LaBranche, Stantec

ATTACHMENT A
LEVEL OF EFFORT SUMMARY



SUMMARY REPORT

Project Company	Slantec US Business Group
Project Currency	US Dollar
Project Type	Time & Material
Project Number	195113487
Project Name	195113487
Client Name	195113487
Business Centre	195113487
Project Manager	195113487
Project Technical Lead	195113487

Project Summary	Total Fee
Labour	\$29,208.00
Expense	\$1,544.40
Subs	\$4,725.00
Total	\$35,477.40

Planned Start Date	Planned End Date
2024-03-25	2024-10-01

Name	Role	Billing Rate	Hours	Sub-Total Fee
LaBranche, Rene	Senior Principal in Charge	\$225.00	4.00	\$900.00
Ruoff, Bryan	Project Manager	\$174.00	46.00	\$8,004.00
Fortin, John	Senior Inspector	\$136.00	60.00	\$8,160.00
Drescher, Bill	Engineer	\$120.00	82.00	\$9,840.00
Duquette, Paul	Structural Engineer	\$192.00	12.00	\$2,304.00
			204.00	\$29,208.00

Expense	Units	Sub-Total Fee
Travel	2,400.00	\$1,544.40
		\$1,544.40

Subs	Units	Sub-Total Fee
Subconsultants	4,500.00	\$4,725.00
		\$4,725.00

ATTACHMENT B
AUTHORIZATION FOR ADDITIONAL SERVICES



AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	24 March 2024
"STANTEC"	STANTEC CONSULTING SERVICES INC.	STANTEC Project #	195113487
		STANTEC Pipeline #	718763
	5 Dartmouth Drive, Suite 200, Auburn, NH 03032 Ph: (603) 669-8672 Fx: (603) 669-7636 email: rene.labranche@Stantec.com		
CLIENT	TOWN OF MONTAGUE, MA	Client Project #	
	One Avenue A, Turners Falls, MA 01376 Ph: (413) 863-3200 Fx: email: Planner@Montague-ma.gov		
Project Name and Location:	South Ferry Road Box Culvert Engineering Services During Construction	Change Order #	1

This is authorization for STANTEC to perform additional services on the project as noted above.

- A. STANTEC agrees to perform the following additional service(s):
Additional engineering services during construction, as outlined in Stantec's March 24, 2024, letter.
- B. CLIENT agrees to compensate STANTEC for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

A time and materials reimbursement in the amount of the estimated cost of \$35,447 to be invoiced and paid at the completion of work at Stantec's hourly rates and direct expense costs.
- C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: Perform bidding services for the pre-cast concrete box culvert and engineering services during construction, as specified in Stantec's letter, dated March 24, 2024.

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

STANTEC CONSULTING SERVICES INC.

TOWN OF MONTAGUE, MA

Bryan Ruoff, Associate
Print Name and Title

Richard Kuklewicz,
Chairman of the Selectboard
Print Name and Title

Signature 

Signature _____

Date Signed: _____

Date Signed: _____

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 2030

General Information:

Full name of employee: <u>John Dempsey</u>	Department: <u>Police</u>
Title: <u>Reserve Officer</u>	Effective date of change: <u>03/14/2024</u>

New Hire:

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

Grade/Step/COLA Change:

Union: <u> </u> N/A	
Old Pay: Grade _____ Step _____	Wage Rate: <u> </u> \$28.00 (annual /hourly)
New Pay: Grade _____ Step _____	Wage Rate: <u> </u> \$32.65 (annual / hourly)
Notes: Shift Differentials: \$1.00, 3:00 PM – 11:00 PM; \$1.25, 11:00 PM – 7:00 AM	

Termination of Employment:

Resignation: _____	Retirement: _____	Involuntary Termination: _____
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Other:

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

Copies to:

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

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # 1249

General Information:

Full name of employee: <u>Todd Michon</u>	Department: <u>Police</u>
Title: <u>Reserve Officer</u>	Effective date of change: <u>03/14/2024</u>

New Hire:

Permanent: <u>Y</u> <u>N</u> 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: <u>N/A</u>	
Old Pay: Grade _____ Step _____	Wage Rate: <u>\$25.00</u> (<u>annual/</u> hourly)
New Pay: Grade _____ Step _____	Wage Rate: <u>\$29.00</u> (<u>annual/</u> hourly)
Notes: Shift Differentials: \$1.00, 3:00 PM – 11:00 PM; \$1.25, 11:00 PM – 7:00 AM	

Termination of Employment:

Resignation: _____	Retirement: _____	Involuntary Termination: _____
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Other:

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

Copies to:

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

Thomas M. Bergeron
37 Boyle Rd
Gill, MA 01354
413-775-3447

Board of Selectman
Town of Montague
1 Avenue A
Turners Falls, MA 01376

April 1, 2024

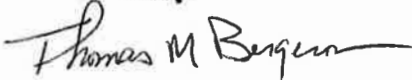
Dear Selectboard members,

Please accept his letter as formal notification of my retirement as Superintendent of the Town of Montague Department of Public Works.
My last day of work will be June 27, 2024.

I wish to express my gratitude for the opportunities I have had to work with so many great town employees, boards and committees which allowed me to help bring the DPW to higher standards.

I would be happy to meet with you at your convenience, to discuss the transition of my duties to my successor.

Sincerely,



Thomas M. Bergeron

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment:** Select Board Meeting Date: 4/1/2024

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 4/1/2024

Authorized Signature: _____

General Information:

Full name of employee: Jamie Carey Department: Building Dept.
Title: Admin. Asst. Effective date of hire: 4/8/2024

New Hire:

Permanent: X Y N If temporary, estimated length of service: _____
Hours per Week: 35 Union: NAGE

Wages:

Union: NAGE


Wages: Grade B Step 3 Wage Rate: \$ 20.24 (hourly)

Notes:

Copies to:

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

Jamie Carey



I am a motivated, organized, punctual, and proactive individual seeking an employment opportunity in a challenging and positive environment. I have a desire to learn and grow. I have exceedingly strong communication skills, and a knack for taking initiative with new tasks. With my experience in management, dental, and medical office environments, I believe I would be a perfect candidate to join your team.

Relevant Work Experience:

Dental Receptionist and Patient Advocate

Windham County Dental Center - Brattleboro, VT
July 2022 to September 2023

My position as a dental receptionist plays a crucial role in providing administrative support and delivering exceptional, kind, supportive and positive patient service. I act as the initial point of contact for patients, ensuring smooth operations and efficient communication within the dental clinic. My position requires outstanding organizational skills, out of the box thinking, attention to detail, and empathetic compassion for individuals with limited access to dental care. My job duties are as follows:

- Greet and welcome patients, creating a friendly and welcoming environment.
- Register patients, collect necessary demographic and insurance information, including Medicaid or other insurance details.
- Schedule appointments, coordinating with patients and dental staff to optimize clinic efficiency while keeping production numbers in mind to support the office's needs.
- Verify patients' Medicaid or other insurance provider eligibility and coverage, ensuring accurate billing and adherence to Medicaid guidelines.
- Explain financial policies, payment options, and available assistance programs to patients.
- Answer phone calls, respond to inquiries, and provide accurate information about services and clinic policies.
- Maintain digital patient records, ensuring accuracy, confidentiality, and compliance with HIPAA regulations.
- Coordinate referrals, manage medical histories, and obtain necessary documentation.
- Collaborate with the dental team to improve clinical operations and enhance patient experience.
- Stay updated on Medicaid guidelines, policies, and other relevant regulations to ensure compliance and accuracy in administrative processes.

- Participate in team meetings, training sessions, and professional development opportunities to enhance skills and knowledge.
- Creating and managing online forms and patient correspondence.
- Creating and maintaining demographic and patient care reports to provide information for potential donors and grants.
- Assisting the clinical staff with perio charting as needed.

Chiropractic Assistant/Receptionist

Gruber Chiropractic - Brattleboro, VT

March 2021 to July 2022

As a chiropractic receptionist and administrative assistant in a small private office, I demonstrate a bubbly and positive attitude as I work under direction of a chiropractor and office manager. Responsibilities include:

- Promptly and warmly greet and welcome patients upon arrival
- Oversee and assist patients checking in on our electronic software system
- Schedule appointments and manage schedule to expressed standards
- Verify patients' personal and insurance information
- Check patient insurance eligibility and benefits, initiate authorizations and referrals
- Collect patient co-pays, and collect any existing balances due
- Communicate with patients, doctors, and other medical offices via telephone, fax, and email
- Answering a multi-line phone and assist in a friendly and professional manner
- Follow all proper HIPAA compliance guidelines
- Managing the office's website, including website design and online forms
- Responsible for creating digital versions for all paperwork

Front Desk Receptionist

Grand Summit Resort-Vail Resorts - West Dover, VT

October 2020 to March 2021

As a front desk attendant and night auditor at the resort, I was responsible for many administrative tasks, including but not limited to:

- Answering phones and providing excellent guest service to any and all hotel guests.
- Check in and check out guests and running payment information
- Running and calculating reports for a variety of guest activities
- Accounting work, correcting mistakes and outstanding charges
- Maintained and provide upscale resort experiences to all guests

Assistant Manager

Bruegger's Bagels - Amherst, MA

November 2017 to October 2020

Starting at an entry level position, my work ethic exceeded expectations which resulted in multiple promotions up to the role as assistant manager.

Responsibilities include but not limited to:

- Electronically create and manage employee schedules for a team of 18-20, accommodating individual requests and requirements
- Keeping up to date with all administrative tasks, analyzing sales, labor, and budget within the restaurant. Problem solving based on reported numbers to improve store effectiveness and profit. Monitoring of all cash handling by employees in the store
- Partner with general manager to oversee the day to day running of the store, ensuring proper food safety practices and specs, and delegating tasks throughout shift changes
- Providing excellent customer service, addressing and resolving guest concerns, maintaining rapport with regular guests to maintain a comfortable and inviting space for all

Education:

Associate's degree in Psychology

Greenfield Community College - Greenfield, MA

Certifications and licenses:

CPR/AED

November 2019 to September 2023

ServSafe

October 2018 to October 2023

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment:** Select Board Meeting Date: 4/1/24

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 4/1/24

Authorized Signature: _____

General Information:

Full name of employee: Karen Casey-Chretien Department: Building Dept.
Title: Admin. Asst. Effective date of hire: 4/2/24

New Hire:

Permanent: Y X N If temporary, estimated length of service: 3 weeks
Hours per Week: 20 Union: N/A

Wages:

Union: _____

Wages: Grade B Step 10 Wage Rate: 23.72 (hourly)

Notes:

Copies to:

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

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # 2106

General Information:

Full name of employee: <u>Jacob Goldman</u>	Department: <u>Libraries</u>
Title: <u>Branch Library Assistant</u>	Effective date of change: <u>4/2/2024</u>

New Hire:

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

Grade/Step/COLA Change:

Union: <u>NAGE</u>	
Old Pay: Grade <u>N/A</u> Step _____	Wage Rate: <u>\$15.00</u> (<u>annual/hourly</u>)
New Pay: Grade _____ Step _____	Wage Rate: <u>\$16.35</u> (<u>annual/ hourly</u>)
Notes: _____	

Termination of Employment:

Resignation: _____	Retirement: _____	Involuntary Termination: _____
--------------------	-------------------	--------------------------------

Other:

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

Copies to:

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

Jacob will take on the position of Branch Library Assistant at the Millers Falls Branch. The position became available shortly after Jacob passed his CORI check to become a substitute library assistant, so he was encouraged to apply for the job as an internal candidate. Jacob has shown great enthusiasm for the position and his library training, and his customer service background and familiarity with the community will make him a great fit.

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment:** Selectboard Meeting Date: 4/1/24

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 4/1/24

Authorized Signature: _____

General Information:

Full name of employee: Amber Korby Department: Cemetery
Title: Cemetery Sexton Effective date of hire: 4/2/2024

New Hire:

Permanent: X Y N If temporary, estimated length of service:
Hours per Week: N/A Union: N/A
Pay: Grade Step Wage Rate: \$100 per burial
Board Authorizing: Selectboard Date of Meeting: 4/1/2024

Wages:

Union: _____

Wages: Grade Step Wage Rate: (annual/ hourly)

Notes:

Copies to:

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

March 25, 2024

Town of Montague Selectboard
c/o Wendy Bogusz
Montague Town Hall
1 Avenue A
Turners Falls, MA. 01376

Dear Selectboard,

My name is Amber Korby and I am writing to express my interest in serving alongside the Montague Cemetery Commission (MCC) in the capacity of Cemetery Sexton. I have been volunteering with the MCC since Fall 2023 and would consider it an honor and privilege to serve Montague and my fellow residents in this solemn work.

I've worked with MCC member Judith Lorei for the past 6 months, assisting with a spectrum of volunteer cemetery duties, including:

- Consulting and deciphering hand written records to locate plots
- Marking deeded plots for burial excavation prep
- Meeting and developing a relationship with Snows excavation crew
- Meeting and developing relationships with local Funeral Directors
- Assisting with burials at Highland cemetery and the first burial in Highland Woods
- Coordinating and consulting with families seeking family led services
- Helping with mandated paperwork and records generation.

I attend the Montague Cemetery Commission meetings and have developed a working relationship with all of the members. I am currently assisting MCC member Mary Kay Mattiace in the planning of the dedication ceremony of Highland Woods in late April.

Complementary to the Cemetery Sexton position, I am also involved with the non-profit group Green Burial Massachusetts. They are an advocacy and education group for natural burial. I have attended training workshops and live presentations about green burial and am in the process of learning to give presentations myself. Beyond the incredible learning benefits, this connection has knitted me into a larger network of local and state deathcare workers. I'm proud to represent Montague's forward thinking, hybrid, natural burial cemetery and have referenced it often in answering questions after the presentations.

My interest in green burial and funerary culture predates my involvement with MCC. I received my Bachelor degree in Environmental Science from UMass, where I first learned about the heavy resource and toxicity footprint that modern "standard" funerary practices perpetuate. After college, I volunteered with the Student Conservation Association, developing team leadership skills along with an eye towards land stewardship. I learned about the mutually beneficial model of Conservation Natural Burial Grounds, places for body interment that strived to maintain ecological wholeness for the living communities to utilize sustainably. I followed that holistic design interest to a certificate in

Permaculture Principles and designing ecologically balanced landscapes. Afterwards, I gained more boots on the ground experience working for an ecological landscape company, physically working with soil, stone, and plants while responding to our clients' questions and concerns. Fast forward to last year, when I had the opportunity to help build the walking trail through the newly created Highland Woods burial ground. Since then, I had a strong desire to learn more about Montague's cemeteries and work with the commission to volunteer where they needed help.

Though Highland is the only open cemetery in town, I am familiar with the other 7 town owned cemeteries and have worked with other volunteers to keep them clean and free of debris. In February, I participated in a MCC sponsored gathering of town and Montague's private cemetery caretakers where we discussed the challenges and benefits of this important work.

As a close neighbor to the Old South Cemetery on Old Stage Rd in Montague Center, I've been drawn to the esthetics and mystery of my town's predecessors and the stories that can be gleaned from the markers they've left behind. I hope my own story includes being of service to my community and living gracefully in this land for the short fraction of time I'm walking on it.

Respectfully submitted,

Amber Korby

54 Old Stage Rd

Montague, MA 01351

March 25, 2024

Town of Montague Selectboard
c/o Wendy Bogusz
Montague Town Hall
1 Avenue A
Turners Falls, MA. 01376

Dear Mr. Kuklewicz, Mr. Boutwell and Mr. Lord,

I am writing on behalf of the Montague Cemetery Commission to endorse Amber Korby for the Montague Cemetery Sexton position. This new position was approved at Special Town Meeting on March 14th.

As you know, the Cemetery Commission has been working diligently over the past few years to improve the cemeteries and expand the burial options for Montague residents by adding a new green burial section to Highland Cemetery. Our activities and responsibilities have increased significantly, and the addition of a per burial, paid position will provide much needed support for the Commission.

Amber has been volunteering with the Commission since last fall. She's taken on a variety of responsibilities, as have many of our volunteers. In particular, Amber assisted with burials in Highland Cemetery's lawn section and most recently worked with me in January to coordinate our first natural burial in Highland Woods. She's learned how to locate and mark out burial plots, dig cremation graves and coordinate with vendors, funeral directors and families in preparation for burial. Amber is responsible, knowledgeable and enthusiastic about this work and a valuable member of our volunteer crew. And she is a Montague resident with a strong commitment to the town.

We believe that Amber is the perfect fit for this position and recommend that she be appointed as the Cemetery Sexton.

We appreciate your consideration. Please contact me if you have questions or would like more information.

Sincerely,

Judith Lorei
Montague Cemetery Commission

Montague Legislative Advocacy Priorities – Topic Guide

April 1, 2024

Thanks for your tireless work on behalf of Montague and our neighboring communities. The topics below reflect some of our most timely and persistent concerns. As always, we value your insights and candor relative to them. We are also interested *your* current legislative priorities/agenda.

Roads and Bridges – We Can't Get Enough

- Please advocate for Fair Share Road and Bridge Funding be a PREDICTABLE Annual Appropriation.
- Please advocate for a new programs to help Towns design and pay for cost effective, periodic maintenance to address deficiencies noted on MassDOT municipal bridge inspection reports.

Education Funding – Help Us Understand

- Please help understand what is going on with this year's budget and how we can support your advocacy to improve the level of state funding provided to our schools thorough the FY25 budget.
- Population trends and enrollment have become statewide concerns but are particularly acute in rural western MA. If extra-regionalization is a default solution then the state must incentivize it.

Wastewater Infrastructure – It's not Going Away

- Please advocate for a sustainable program that funds rural water & wastewater infrastructure projects, with better grant/loan matches. Eliminate requirement for full project appropriation when applying for Clean Water Trust, USDA, and other grant programs.
- Help force state-level discussion of the emerging crisis relative to sludge waste disposal options and cost. Evolving PFAS risk could leave communities with no viable options for waste disposal.

Solar Project Interconnection Fees – We Pay for Utilities' Failure to Invest

- Thank you for your support of utility accountability in efforts to promote alternative energy.
- DPU allowance for utilities to pass full cost of interconnection on to developers stands in the way of projects such as our Airport Solar project. Require utilities to respond to municipal requests for interconnect cost assessments prior to formal design submission (ahead of project procurement).
- Create a "solar community benefit fund" and criteria to identify when a broader public benefit will be served by upgrades required for an interconnect, providing a state and utility cost-share.

Other Concerns Requiring Advocacy...

- **A Mill Demolition-Land Reclamation Program** that recognizes the need to Fix'em or Nix'em.
- **A "Gateway Communities" Program** in the model of the Gateway Cities Initiative. Support "urban towns" with the demands presented by a less advantaged demography and more complex social challenges, which are exacerbated by other state practices.
- **Fully Fund and Increase Land Valuation in the State PILOT Land Program** as if it were a debt to rural communities currently penalized for retaining open space, blocking other use of this land.
- **Support a Municipal Building Authority** that acknowledges schools and libraries are not the only buildings requiring shared investment. Peg available benefit to trends in EQV or other indicator of community ability to raise taxes in a responsible manner.

AGREEMENT FOR GOODS AND SERVICES

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and **Metcalf Associates Architecture**, with an address of **142 Main St., Northampton, MA 01060**, hereinafter referred to as "Contractor", effective as of the 25th day of March, 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with architectural/structural analysis and conditions survey services, including the scope of services set forth;

The building known as the **Old Blacksmith Shop, located at 12 Station St, Montague Center, MA**

Conduct an architectural and structural analysis of the structure's interior and exterior. To include, but not be limited to:

- i. **Estimate approximate original construction dates of the building and signify relative historical importance of each of the conjoined units in terms of features, construction materials, methods of joinery and other construction methods; Note "units" is defined as unit additions.**
- ii. **Inspect and document existing conditions. This should include both interior and exterior conditions and other elements such as roof, masonry, frame, flashing, and windows.**
- iii. **Evaluate the structural integrity of the structure.**
- iv. **Submit a final, written evaluation of all findings that will be sufficient to serve as a basis for possible repair, modification/partial demolition, or complete demolition**

Note "sufficient" is defined as Preliminary Design "as a basis for possible repair, modification/demolition."

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing April/May 2024 through August, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$3,500.00**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this

Agreement or repeated herein:

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating

to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence;
\$3,000,000 aggregate	

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Note; There are no employees at Metcalfe Associates Architecture nor Workmen's Compensation Insurance.

Professional Liability Insurance
Minimum Coverage

\$1,000,000 per occurrence

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Tristram Metcalfe _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

077366440

Social Security Number or
Federal Identification Number



Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Tristram W Metcalfe III

Registered Architect

Printed Name and Title

Approved as to Availability of Funds:

Town Accountant (\$ _____)
530276/99999/0003 Contract Sum



Equipment Request Form

v5.0.1

Request By: Saia, Dan Request Date: 3/27/2024 Del Date:

Customer# 834891 Parent# 834891 Order #

Name: Montague Parks & Recreation Phone: (413) 863-3216

Address: 56 First Street (Unity Park)-Attn: John Dobicz Fax:

Room/Dept./Floor: Primary Contact John Dobosz

City/State/Zip: Turners Falls, MA, 01376 Email recdir@montague-ma.gov

Network Information:

Ntwk Con: Onsite Remote X Oper Sys: Subnet Mask: Server: Gateway: IP Address: DNS: Stairs: # of Users: SMTP: Hub/Cables: Password:

Special

Instructions:

Transaction Out: Sale: X Sales Loan: Trade In: Other: Demo: Srvc Loan: Ret Rental: Lease: Rental: Natl' Acct: Cncl Sale: Lease #:

Table with columns: D/P, Item No., Make/Model, Qty, Serial Number, ID #, Meter. Contains equipment request details for Sharp MX-M2630, BP50M26, BPTU10, and BPDE12.

Delivery Acceptance:

I certify that I have received from Aztec with no visible damage, all equipment listed herein for purpose checked above. If this is a delivery for demonstration purpose only, I agree that I have no right to or interest in this equipment other than the use of it at the address shown above during the period indicated.

X Customer Signature (Required) Print Name Date

Equipment Pick-UP Release:

I certify that Aztec removed all of the equipment listed herein, on the date indicated below, and that the information related to each piece of equipment (including make/model, serial number and meter reading) is true and accurate as of the date of pick-up.



Pickup Form

SHIP TO: 834891			BILL TO: 834891		
COMPANY NAME Montague Parks & Recreation			COMPANY NAME Montague Parks & Recreation		
ADDRESS 56 First Street (Unity Park)-Attn: John Dobicz			ADDRESS 56 First Street (Unity Park)		
CITY Turners Falls	ST M	ZIP CODE 01376	CITY, STATE Turners Falls, MA	ZIP CODE 01376	
PHONE # (413) 863-3216		FAX #	PHONE # (413) 863-3216		FAX #
CONTACT NAME John Dobosz		EMAIL ADDRESS: recdir@montague-ma.gov	PO #	CONTACT NAME John Dobosz	

Machines to Pick up

Model #	Serial Number	BW End Meter	Color End Meter	TOTAL End Meter
MX-M2630	SER # 8500375600			

SPECIAL INSTRUCTIONS BELOW: Please note: Aztec is not responsible for any hard drive wipes

Sum of Payments Terms and Conditions

Aztec shall have no liability to the customer or to any third party as a result of this transaction. The funds described above will be issued based upon the representation by the customer of the outstanding balance due. The customer agrees to remit these reimbursement funds to the Leasing Company in payment of the outstanding principal balance. If Aztec agrees to ship customer's equipment to the leasing company, it is the responsibility of the customer to first provide the Return Authorization and shipping instructions to Aztec. Customer agrees to release the above listed equipment to Aztec to be held at our facility until a Return Authorization has been generated from the original Leasing Company. The customer is responsible to request a Return Authorization from their leasing company based on the terms of their lease. Customer agrees not to hold Aztec responsible for any late fees or additional payments if Return Authorization is not requested within the time frame agreed to in the original lease. The Return Authorization should be forwarded to Aztec via email at dispatch@aztecoffice.com or faxed to 800-650-5866.

Aztec Office, LLC ("Aztec") does hereby agree to pay the company named above, the sum of \$0.00 representing the principal balance remaining on lease agreement #100-2731968-002 for the serials listed above

Customer Signature Required

Reason for Pickup	Trade Up To Return
Name of Existing Lease Company	LEAF
Lease Nbr(Existing Lease)	100-2731968-002
Lease End Date(Existing Lease)	1/0/1900

Delivery Driver

ACCEPTED BY CUSTOMER

Driver Signature

Customer Signature Required (At Time of Pickup)

PRINTED NAME

DATE

PRINTED NAME

DATE



Service Agreement

Customer Bill To

Customer Name / Nbr: Montague Parks & Recreation / 834891

Address: 56 First Street (Unity Park)

City: Turners Falls

State: MA

Zip: 01376

Networking Contact	Manual Meter Contact
Name: John Dobosz	Name:
Email: recdir@montague-ma.gov	Email:
Phone: (413) 863-3216	Phone:

Equipment

Manufacturer	Model/Serial	Monthly Click Allowance	Monthly Minimum Charge	Overage
Sharp	BP-50M26 0	BW- 2000	BW- \$26.00	BW- 0.013

Agreement Type	Add to Existing Contract	Billing
LPDS	N/A	Monthly

Customer Acceptance Customer has the authority to sign this agreement and agrees to the attached terms and conditions location on page 2 of this agreement.

*Contract is not valid until signed by both Aztec DocuSigned by: <i>Joseph Kennedy</i> 3CA3DE45678744F...	John Dobosz _____ Print Customer Name and Title
Aztec Service Manager Signature	Customer Signature
3/27/2024	_____
Date	Date

Aztec Service Agreement Terms and Conditions

1) Services- Aztec agrees to furnish travel, labor, parts and supplies (if contracted) for normal maintenance necessitated by the manufacturer's sanctioned usage of the equipment. Service is provided at the locations listed in this agreement during Aztec's normal business hours of 8:00am to 5:00pm Monday-Friday. In the event the equipment is moved to a location not listed in this agreement, Aztec may (1) terminate service on the equipment, (2) require the customer to pay an additional charge to service the equipment at the new location. Service calls after normal hours, weekends or holidays, when and if available, will be charged at overtime rates in effect at the time the service is provided. Aztec is not responsible for delays of service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Aztec may use any appropriate parts for safe & effective repair. All parts removed from a device are the property of Aztec.

2) Term- This agreement shall be effective on the date the equipment is delivered, if the newly installed equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date. This agreement will automatically renew on the anniversary date for consecutive 12 month periods, unless a written cancellation notice is given, by the customer, 30 days prior to the end of the current term. Notice must be written and mailed to Aztec, Contracts Department, 35 Philmack Drive, Middletown, CT 06457 or emailed to Maintenancecontracts@aztecoffice.com. Notice provided by any other means or to any other address is insufficient to cancel a service contract. This agreement is non-cancellable by the customer during any annual or renewal term. Customer agrees to pay the periodic charges, including all of the base charges required under the contract and any overage charges and upon failure to do so, Aztec, may (1) terminate the agreement (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof, including collection and attorney's fees. At the end of each anniversary date, the rate charged can increase, without written notice, to allow for cost increases. Aztec also reserves the right to cancel any service contract with 30 days written notice. In the event of cancellation, of this agreement for any reason, unused supplies and parts shall be the property of Aztec. Any supplies or parts not returned to Aztec will be billed to the customer and the customer agrees to pay for the unused supplies and parts that have not been returned to Aztec.

3) Invoicing- Aztec will invoice customer in accordance with this agreement. Services under this agreement are invoiced in advanced, as a base charge, and these services are considered earned and due when invoiced. Overages, which are clicks made in excess of the applicable click allowance are invoiced at the end of the period and will appear on your next statement. All overages are considered earned and due when invoiced. All invoices are due and payable monthly. Customer will also pay an additional .005 per scan, in the event that scans exceed clicks.

4) Meter Reads- Customer understands it is their responsibility to provide meter readings, for every billing cycle, to Aztec. For efficient and accurate meter reads Aztec provides specialized software, free of charge that reports current meter readings on print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Customer will provide Aztec a Software Meter Contact. In the event Customer declines to install the meter read software on any or all devices, a fee of \$10.00 per non-reporting device, per month, will be charged on Customer's service invoicing, the fee will be removed for each device reporting on the meter read software. In the event that meter reads cannot be accessed electronically, Customer agrees to provide a Meter Contact for manual meter reads, who will be responsible for providing manual meter reads to Aztec. Customer agrees to update Aztec to any change in the Software Meter Contact of the Manual Meter Contact. Manual meter reads are due within 5 days of the meter reading date we specify. In the event a meter read is not provided, you agree that we may estimate the number of prints/scans made during the applicable period. If Aztec is required to perform a physical meter read, Aztec

may charge you for this service. If an actual meter read is later received, which necessitates and adjustment to the customer's account, the adjustment will be made to the next periods invoice.

5) Supplies/Parts- If supplies/parts are included in this agreement they will be shipped to the customer on an as need basis. Supplies are shipped based on the number of clicks made since the last supply was issued. Customer is responsible for the supplies shipped under this agreement. Aztec will not provide supplies that exceed the amount of clicks made during a given period. Unused supplies are the property of Aztec, and should be returned to Aztec at the conclusion of this agreement. Any additional supplies needed beyond what is included in this agreement, will be billed at the then prevailing rate.

6) PDF- Parts Disposal Fee. Aztec will dispose of any used parts, supplies and cleaning materials in accordance with Federal and State regulations covering such disposal. To comply with these regulations, Aztec will charge a fee on each service invoice to cover the annual cost of compliance.

7) Exclusions- This agreement does not cover:

- a) Service necessitated by the malfunction of non OEM parts, supplies or other attachments unless authorized by Aztec.
- b) Repairs, cleanings and parts replacement necessitated by the improper installation or use of supplies, software, PM kits, operating systems or foreign agents.
- c) Exterior Hardware, including, but not limited to: doors, covers, hinges, operations panels, stands, wheels, exit trays, document lids, ADF and finisher covers, staplers, paper cassettes, manual feed trays, instruction manuals, drivers, which may become broken, lost or damaged.
- d) Cabling or external wiring.
- e) Staples or paper
- f) Physical damage due to Acts of God, including but not limited to floods, lighting strikes, earthquakes, hurricanes and tornadoes.
- g) Moves- Equipment moves are not covered under this service agreement. In addition, any service that may be required as a result of a move not performed by Aztec, including networking services are not covered under this agreement. Aztec will provide moving services under a separate agreement and at an additional cost to the customer.
- h) Expenses incurred, supplies consumed, or clicks made in the course of malfunctioning equipment or while service is being performed, are non-recoverable.

8) Customer Responsibilities- Customer agrees to:

a. Provide environmental conditions and electrical power required by the equipment manufacturer. Customer will provide a surge suppressor or line conditioner, if needed, and requested by Aztec, for the proper functioning of the equipment.

b. Notify Aztec in advance of any equipment being moved, if the move is not performed by Aztec. Any service necessitated by the movement of equipment, not performed by Aztec is not covered under this agreement and will be billed separately.

9) Networking/ Connectivity- Aztec will provide network/connectivity service under this agreement to insure that the equipment under contract is capable of printing and scanning as a connected device in accordance with the manufacturers specifications. Both parties agree that the equipment is performing properly, if an Aztec technician can print to the device and scan from the device using the technician's laptop. Network/ Connectivity services that are required to trouble shoot the customers network connection are not included as a service under this agreement and will require the purchase of a separate Network /Connectivity Agreement from Aztec.

10) Entire Agreement- Customer specifically agrees that NO OTHER representation, or warranties other than those set forth specifically in writing herein have been made and that this writing constitutes the entire agreement. This agreement cannot be modified except in writing signed by a duly authorized officer of Aztec and the customer. This agreement is non-transferable and non-refundable. Customer agrees that serial numbers will be added to the agreement at time of delivery.



Equipment Lease Agreement

Agreement Number: _____

v5.0.1

CUSTOMER INFORMATION:		
Customer's Full Legal Name: TOWN OF MONTAGUE		
Address: 56 First Street (Unity Park)		
City/State/Zip Code: Turners Falls MA,01376		
Telephone Number: (413) 863-3216	Federal Tax ID # 046-001-231	County:

SUPPLIER INFORMATION:
Supplier Name: Aztec Office
Address: 35 Philmack Drive
City/State/Zip Code: Middletown CT 06457

EQUIPMENT INFORMATION:		Equipment Location(if different than address shown above):	
<input checked="" type="checkbox"/> See Attached Equipment		56 First Street (Unity Park)-Attr: John Dobicz Turners Falls MA,01376	
Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number
1	Sharp BP-50M26		

Term and Payment Information:		Lease Payment: \$ 127.93 (plus applicable taxes)
Term: 36 months	Number of payments: 36	Payment Period is "Monthly" unless otherwise noted here: _____
Advance Payment: \$ _____	applied to: <input type="checkbox"/> 1st Payment <input type="checkbox"/> Last Payment <input type="checkbox"/> 1st and Last Payments	
Security Deposit: \$ _____	Documentation / Processing Fee: \$125.00	
End of Term Purchase Option	(shall be Fair Market Value unless another option is checked): <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> 1\$ Buyout	

In this agreement (as amended from time to time, the "Lease"), "You" and "Your" mean the customer named above. "We," "Us" and "Our" mean the lessor, Elm City Capital, LLC "Supplier" means the equipment supplier named above. This Lease represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement between You and the Supplier) are not binding on Us.

1. **LEASE OF EQUIPMENT.** You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. You promise to pay to Us all Lease Payments in accordance with the payment schedule set forth above, plus all other amounts stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. **LEASE TERM; AUTOMATIC RENEWAL.** This Lease is effective on the date that it is accepted by Us, and the term will begin on that date or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Present Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). Unless You have a \$1.00 End of Term Purchase Option, You shall notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term (the "Notice Period") that You intend to purchase or return all of the Equipment at the end of such Present Term or: (a) this Lease will automatically renew for an additional one-year period (each, a "Renewal Term"), and (b) the payment terms and other terms of this Lease will continue to apply. If You do not notify Us in writing within the Notice Period that You intend to purchase or return all of the Equipment at the end of a Present Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Present Term, or (ii) return the Equipment pursuant to Section 12 promptly following the end of the Present Term. For any "Fair Market Value" End of Term Purchase Option, then the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. This Lease is non-cancelable for the full Initial Term and for any and all Renewal Terms.

3. **UNCONDITIONAL OBLIGATION.** You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No statement, representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your duty to perform Your obligations hereunder is absolute and unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition; (v) if You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to make all payments and fully perform under this Lease.

4. **LEASE PAYMENTS.** Lease Payments, plus applicable taxes and other charges provided for herein, are payable by the due date set forth on Our invoice to You. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (defined in Section 10) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You within 90 days after the end of this Lease. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. You shall pay Us a returned check or non-sufficient funds charge of \$40.00 for any returned or dishonored check or draft. If the Lease Payments include amounts owed to a Vendor pursuant to a separate contract, You acknowledge that We may increase the portion of Your Lease Payment attributable to such maintenance charges by up to 10% annually. If a Vendor has agreed to ship supplies to You pursuant to a separate contract, You acknowledge that We may (on behalf of such Vendor) bill You for any supply freight fee that such Vendor charges for shipping supplies to You.

5. **INDEMNIFICATION.** You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. **NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that the transaction documented in this Lease is a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment. You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. **DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Lease. If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property. Without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. **LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured" You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interest and the Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own ; or (B) We may charge You a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of Our credit risk and administrative and other costs, as would be further described in a letter from Us to You; We may make a profit on this program, if the Equipment is destroyed and We have not otherwise agreed in writing, You will pay to Us the Balance due (defined in Section 11). Any Proceeds of Insurance will be paid to Us and credited, at Our option, against any loss or damage. You authorize Us to sign on Your behalf and appoint us as Your attorney-in-fact to endorse in Your name any Insurance drafts or checks issued due to loss or damage to the Equipment.

9. **ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

10. **TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), levies assessments, license and registration fees and other governmental charges relating to this Lease or Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation processing fee as set forth on Page 1 (or as otherwise agreed to) to cover Our investigation , documentation and other administrative costs in originating this Lease. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request during this Lease. You agree that the fees and other amounts payable under this Agreement may include a profit to Us.

11. **DEFAULT.** You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You otherwise breach or attempt to breach any other term, representation or covenant herein or in any other agreement between You and Us; (3) any of Your affiliates breaches any agreement between such affiliate(s) and Us; and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence, dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition and, as a result thereof, or for any other reason, We deem Ourselves insecure. If you default, You hereby acknowledge that We will suffer harm that will be impossible or very difficult to quantify with certainty. You and We therefore stipulate and agree that, if You default, We may exercise any or all of the following remedies, in Our sole discretion, which remedies You hereby agree are reasonable in light of the anticipated hardship to Us and are not intended to be a penalty: (A) cancel this Lease, (B) require You to return the Equipment pursuant to Section 12 below, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, and/or (D) require You to pay Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all remaining Lease Payments for the remainder of the Term discounted at a rate of 4% per annum, (iv) Time-Value interest on the amounts specified in clauses "i", "ii", and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as "Balance Due"). You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give you a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under this Lease shall not constitute a waiver thereof. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and or use of any and all proprietary information residing on or within and Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately.

12. **RETURN OF EQUIPMENT.** If you are required to return the Equipment under this Lease, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate and pay Us a handling/restocking fee of \$250.00 The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until the Equipment is received by Us. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or with any Equipment returned to Us or repossessed by Us.

13. **APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Lease shall be deemed fully executed and performed in the State of Lessor or Its Assignee's principal place of business and shall be governed and construed in accordance with the laws thereof. You consent to and agree to the exclusive jurisdiction and venue of federal and state courts located in the State of Lessor or Its Assignee's principal place of business. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. If any amount charged or collected under this Lease is greater than the amount allowed by law (as "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. **INTERIM RENT.** As you will have possession of the Equipment from the date of its delivery to You, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Lease Payment prorated on a 30-day calendar month and will be added to Your first invoice.

15. **DOLLAR PURCHASE; CASH PRICE; TIME PRICE.** This Section only applies if You have a \$1.00 End of Term Purchase Option. At the end of the Initial Term, You shall purchase the Equipment for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all other amounts then owing hereunder, if any. You agree that prior to entering into this Lease, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Lease Payment amount shown above multiplied by the total number of Lease Payments to be paid over the Initial Term, plus \$1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Lease Payment shall be deemed to include an amount of precomputed interest, (ii) the total precomputed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Supplier ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our investment down to \$1.00 by applying all periodic Lease Payments as payments (and this rate calculation method assumes that each periodic Lease Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to this Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

16. **MISCELLANEOUS.** You shall furnish Us with current financial statements upon Our request. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed or copied signature may be treated as the original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Lease with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms.

<p>Customer: TOWN OF MONTAGUE</p> <p>By: X</p> <p>Print Name: John Dobosz</p>	<p>Elm City Capital, LLC, Middletown, CT</p> <p>By: X</p> <p>Print Name:</p>
<p>BY SIGNING ABOVE, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS LEASE AND AGREES TO THE TERMS ON BOTH PAGES 1&2</p>	
<p>Date:</p>	



Delivery & Acceptance Certificate

Lessee/Renter/Customer: TOWN OF MONTAGUE	Type of Lease Agreement: Equipment Lease-Purchase Agreement
Lessor: Aztec Leasing	Lease, Contract or Schedule #:

The above Customer hereby unconditionally represents and certifies to Aztec Leasing and agrees, that:

1. The following equipment, other personal property and software, if any, leased or otherwise provided to Customer or otherwise constituting collateral relating to the above lease, contract or schedule (the "Goods"), has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer:

Quantity	Make or other description	Model name (if any)	Serial # (if any)
1	Sharp	BP-50M26	

Attach additional page if necessary

2. There are no side arrangements between Customer and third party relating to the subject matter of the Contract, and no cancellation rights have been granted to Customer by Elm City Capital or any third party. There is no "fee demonstration" or "test"

3. Customer hereby directs Elm City Capital to pay the vendor/supplier of the Goods. Customer agrees that (i) Elm City Capital may insert the Contract or Lease number above and the Delivery Date below if either is missing following the Customer's signature below and (ii) a facsimile of this document containing a facsimile of the Customer's signature shall be considered as valid and binding as the original for all purposes.

Instruction to Customer: Do not sign this Certificate until all of the Goods have been delivered, installed, inspected, and tested to your satisfaction.

Lessee authorized signature: X	Print Name:	Delivery Date of the Goods:
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State and Local Government Addendum

Reference: Application No. 902256

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between Elm City Capital LLC ("we" "us" and "ours") and Town Of Montague ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Town Of Montague	ELM CITY CAPITAL LLC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Host Community Agreement Between
Town of Montague, Massachusetts
and
253 ORGANIC, LLC

This Host Community Agreement ("HCA") is made by and between the Town of Montague, a Massachusetts municipal corporation with an address of One Avenue A, Turners Falls, MA 01376, acting by and through its Board of Selectmen ("Town"), and XXXX a Massachusetts limited liability company with a principal place of business at 253 Millers Falls Road, Turners Falls, MA 013761, ("Operator"). The Town and Operator collectively are referred to as the "Parties."

WHEREAS, Operator intends to utilize commercial space located at 253 Millers Falls Road, Turners Falls, MA (the "Premises") for the purposes of operating as an Medical Marijuana Treatment Center, pursuant to the Cannabis Control Commission (the "Commission") Regulations 935 CMR 500.00.

WHEREAS, Operator intends to submit license applications to the Commission for licenses to operate as a Medical Marijuana Treatment Center at the Premises.

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Municipality in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Company and the Municipality (collectively, the "Parties") intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment and/or Medical Marijuana Treatment Center, with such operations to be done in accordance with applicable zoning, laws, bylaws, or ordinances of the Municipality; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Local Concerns

The Operator agrees and acknowledges that in the event the Town receives complaints with respect to the failure to mitigate conditions at the Facility , the Operator shall meet with the Town's Selectboard or its designee, and shall at the Selectboard's request take additional mitigation measures, at the Operator's sole expense, to address the specific nature of the complaints to the Town's reasonable satisfaction including, but not limited to, having its odor prevention mechanisms and technologies reviewed and assessed by an Independent Engineer to address the nature of odor complaints to the best practicable engineering capability. Selecbboard's request take additional mitigation measures, at the Operator's sole expense, to address the specific nature of the complaints to the Town's reasonable satisfaction including, but not limited to, having its odor prevention mechanisms and technologies reviewed and assessed by an Independent Engineer to address the nature of odor complaints to the best practicable engineering capability. al from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, with respect to complaints and violations.

2. Re-opener/Review

In the event the Operator enters into a host community agreement that contains nonmonetary terms that are superior to what the Operator agrees to provide the Town

pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

3. Local Preference

To the extent consistent with State and Municipal law and regulations, Operator shall give hiring preferences to residents of the Town who otherwise meet the qualifications for employment at the Facility, and will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.

4. Security

Operator shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

5. Duration and Termination

This Agreement shall continue in effect for a term of eight (8) years from the date that the Operator first commenced operations at the Facility unless terminated in accordance with the following provisions.

The Town may terminate this Agreement for cause by providing written notice to the Operator in the event that: (i) Operator with substantial willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to Operator of written notice of such violation; (ii) Operator fails to make payments to the Town as required under this Agreement, and such failure remains uncured for ten (10) days following the Town's issuance to Operator of written notice of such violation; (iii) there is any other material breach of the Agreement by the Operator, which breach remains uncured for thirty (30) days following the Town's issuance to Operator of written notice of such violation; or (iv) the Operator's license is revoked by the Commission.

In the event of termination of this Agreement, the Operator shall immediately cease all operations at the Facility.

6. Surety/Closure and Clean-Up.

In the event the Operator ceases operations at the Facility for a period greater than sixty (60) days with no substantial action taken to reopen, the Operator shall remove all growing materials, plants, chemicals or hazardous materials, and cannabis paraphernalia from the Facility within thirty (120) days of such cessation. The Parties acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein will cause actual damage to the Town, which damages are difficult or impracticable to calculate. Thus, in the event that such materials are not removed within said timeframe, the Operator shall pay to the Town as liquidated damages, and not as a penalty.

To ensure payment of such liquidated damages, prior to commencing operations at the Facility, the Operator shall provide proof to the Town of having obtained a surety bond, naming the Town as payee,

in an amount equal to adequately support the removal of regulated materials noted in the prior paragraph. For the avoidance of doubt and notwithstanding anything contained herein to the contrary, the obligation of Operator in this Paragraph to provide proof of a surety bond may be satisfied by the delivery of evidence that Operator is in compliance with 935 CMR 500.105(16) and has satisfied the requirements thereunder and is not intended to obligate Operator to obtain a separate bond in addition to that required by 935 CMR 500.105(16). The Operator's obligations pursuant to this Section 6 are limited to, and exclusively covered by, the surety bond referenced therein.

7. Community Support

The, Operator in its sole discretion, may donate funds to local community initiatives in the Town as a good corporate citizen at any time it wishes. Such donations of volunteer time or money shall not be required, however, as obligations to the Town under this Agreement or otherwise.

8. Additional Obligations

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Operator shall not assign, or otherwise transfer or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee or successor entity submit all information deemed relevant to such transaction by the Town and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Operator's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Operator's takeover or merger by or with any other entity; (iii) the Operator's outright sale of assets and equity, majority stock sale to another organization or entity for which the Operator does not maintain a controlling equity interest; (iv) any other change in majority ownership or status of the Operator; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment that requires approval by the Commission.

Operator agrees to comply with all state and local laws, rules, regulations and orders applicable to the Premises, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of renovation or construction of the Premises. This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator for violation of the terms of said permits or approvals or said statutes, bylaws, or regulations,

9. Notice Requirements

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To TOWN:	Town Administrator 1 Avenue A Turners Falls, MA 01376
With a copy to: Montague Town Counsel	KP Law, PC 101 Arch Street 12 th Floor Boston, MA 02110
To OPERATOR:	253 Organics, LLC Attn: CEO 253 Millers Falls Road Turners Falls, MA 01376
With a copy to:	Locke Lord Attorneys and Counselors c/o Richard Glovsky 111 Huntington Ave 9 th Floor Boston, MA 02199-7613

10. Indemnification

Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of Operator's breach of this Agreement or the gross negligence or misconduct of Operator, or Operator's agents or employees,

11. Severability

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

12. Governing Law

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20124.

TOWN OF MONTAGUE
SELECT BOARD

OPERATOR

(Signature)

(Name and Title)

1





July 7
4:53 PM

Edit

HDR

3





COMMONWEALTH OF MASSACHUSETTS
 Franklin County Sheriff's Office
 160 Elm Street
 Greenfield, MA 01301
 (413) 774-4014

**COMMUNITY SERVICE
 REQUEST FORM**

Pursuant to MGL Chapter 127, Section 49C, we are requesting assistance from the Franklin County Sheriff's Office Community Service Program to complete the following work:

(please be specific)

Municipality/Agency requesting work: _____

Address of work site: _____

Project description: _____

Requested start date: _____ Estimated duration: _____

Contact person: Roberta L. Potter (____) _____
Telephone #

Estimated savings to municipality/agency: \$ _____

In requesting this work, the municipality/agency agrees to accept eligible and suitable inmates who will be under the direct supervision of an Officer as selected by the Franklin County Sheriff's Office. The municipality/agency further agrees to provide all materials/supplies required to complete the project.

Work will be performed on public lands and buildings or grounds at no cost to the municipality/agency, and will not displace any public or private employees, or interfere with any union or public bid process. Such work would not otherwise be completed by the municipality/agency due to fiscal or manpower constraints.

 Agency or Municipal Administrator (Title)

 Date

Return to: Lieutenant David West
 Franklin County Sheriff's Office
 160 Elm Street, Greenfield, MA 01301
 (413) 774-4014 Extension: 2121
dwest@fcso-ma.us

Approved by: _____
 Jason B. Kilgour
 Assistant Superintendent of Support Services



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

100 Cambridge Street 9th Floor Boston, MA 02114 • 617-292-5500

Maura T. Healy
Governor

Kimberly Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

Final 2024 INTENDED USE PLAN For the CLEAN WATER STATE REVOLVING FUND March 26, 2024



This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

TABLE 2
CLEAN WATER STATE REVOLVING FUND
Calendar Year 2024 CWSRF ASSET MANAGEMENT PLANNING PROJECTS

ASSET MANAGEMENT PLANNING PROJECTS

Rating	Applicant	SRF ID	Project	Project Cost	Grant Amount	Loan Amount
96 *	HUNTINGTON	16850	Huntington Water and Sewer Asset Management	\$149,625	\$89,775	
95	UPPER BLACKSTONE CLEAN WATER	16773	Upper Blackstone Clean Water Asset Management Plan	\$250,000	\$150,000	
92	HOPEDALE	16776	Hopedale Water & Sewer Asset Management Plan	\$250,000	\$150,000	
92	BARNSTABLE (H)	16834	Barnstable Stormwater Asset Management Plan	\$200,000	\$120,000	
90	SOUTH HADLEY	16756	Wastewater Asset Management Project	\$250,000	\$150,000	
88	EDGARTOWN	16805	Stormwater Asset Management Project	\$250,000	\$150,000	
87	SOUTHBRIDGE	16745	Stormwater Asset Management Project	\$150,000	\$90,000	
85 *	LEICESTER WATER SUPPLY DISTRICT	16790	FY2025 Sewer AM Planning Project (CMOM Year 1)	\$246,057	\$147,634	
84	HULL	16774	Hull Sewer Asset Management Plan	\$250,000	\$150,000	
82	ASHLAND (H)	16803	Ashland Asset Management	\$75,000	\$45,000	
80	CANTON (H)	16823	Asset Management Planning	\$246,015	\$147,609	
79	AGAWAM	16678	Agawam Asset Management Plan - Phase II	\$250,000	\$150,000	
79	METHUEN (H)	16782	Methuen Asset Management Plan Phase 2	\$250,000	\$150,000	
77 *	CHERRY VALLEY SEWER DISTRICT	16796	FY2025 Sewer AM Planning Project	\$112,060	\$67,236	
77	DANVERS	16828	Danvers Stormwater Asset Management Project	\$175,000	\$105,000	
77	HOLDEN	16759	Water and Wastewater Asset Management Plan	\$125,000	\$75,000	
76	WRENTHAM (H)	16874	Stormwater System Asset Management Plan	\$250,000	\$150,000	
74	NANTUCKET (H)	16736	Nantucket CMMS Implementation & Asset Mgt. Plan	\$815,000	\$150,000	
74	WAKEFIELD (H)	16816	Wakefield - Utility Plan & Tie Card Integration	\$259,000	\$150,000	
71	BLACKSTONE	16857	Blackstone Water System Asset Management	\$90,600	\$54,360	
70 *	DEERFIELD	16810	Stormwater Asset Management Plan (Phase 1)	\$258,875	\$150,000	
70	NEWTON (H)	16835	City of Newton Stormwater AMP	\$250,000	\$150,000	
70	BELLINGHAM (H)	16862	Stormwater Asset Management Plan	\$149,700	\$89,820	
69 *	NORTH BROOKFIELD	16751	Asset Management Planning	\$177,557	\$106,534	
68	SOUTH ESSEX SEWERAGE DISTRICT	16726	Peabody Salem Interceptor Condition Assessment	\$330,000	\$150,000	
68 *	LYNNFIELD	16798	Lynnfield Asset Management Inventory and Planning	\$145,081	\$87,048	
68 *	MONTAGUE	16733	Wastewater Asset Vulnerability Inventory	\$125,000	\$75,000	
66 *	LEE	16777	FY2025 Sewer AM Planning Project (CMOM Year 2)	\$325,542	\$150,000	

66 *	WESTMINSTER	16778	Westminster Asset Inventory and Planning	\$216,041	\$129,624	
65 *	WILLIAMSTOWN	16786	FY2025 Sewer AM Planning Project (CMOM Year 2)	\$367,004	\$150,000	
63 *	DEERFIELD	16748	FY2025 Sewer AM Planning Project (CMOM Phase 2)	\$281,052	\$150,000	
63	MIDDLEBOROUGH (H)	16833	Middleborough Wastewater Asset Management Planning	\$236,172	\$141,703	
61 *	HATFIELD	16808	Stormwater Asset Management Plan (Phase 1)	\$227,765	\$136,659	
61	NEEDHAM (H)	16855	Needham Sanitary Sewer System Asset Mapping	\$249,345	\$149,607	
59	BEDFORD	16784	Bedford Stormwater Asset Management Plan	\$250,000	\$150,000	
59	WEST SPRINGFIELD	16826	Sewer SCADA Improvements	\$366,000	\$150,000	\$216,000
59	SWAMPSCOTT (H)	16747	Asset Management Planning	\$160,370	\$96,222	
58 *	HATFIELD	16794	FY2025 Sewer AM Planning Project (CMOM Year 1)	\$226,405	\$135,843	
58	HOOSAC WATER QUALITY DISTRICT	16797	WWTF AM Plan and Capital Improvements Plan	\$257,444	\$150,000	
58	ATHOL	16844	Stormwater GIS Asset Management	\$178,000	\$106,800	
58	SUDBURY (H)	16789	Sudbury Stormwater AMP	\$250,000	\$150,000	
57	MEDFIELD (H)	16787	Medfield Sewer Collection AMP	\$250,000	\$150,000	
56 *	LENOX	16792	FY2025 Sewer AM Planning Project (CMOM Year 2)	\$299,283	\$150,000	
56	BEVERLY (H)	16865	Beverly Wastewater Infrastructure Asset Mgmt. Plan	\$260,000	\$150,000	
55 *	GREAT BARRINGTON (H)	16795	FY2025 Sewer AM Planning Project (CMOM Year 4)	\$312,841	\$150,000	
54	PLAINVILLE (H)	16781	Plainville Asset Management Plan	\$250,000	\$150,000	
46 *	ORANGE	16788	FY2025 Sewer AM Planning Project (CMOM Year 1)	\$286,371	\$150,000	
34	WESTWOOD	16807	Westwood Storm Water Master Plan	\$250,000	\$150,000	
32	COHASSET	16870	Cohasset WWTP AMP	\$225,000	\$135,000	

TOTAL OF ASSET MANAGEMENT PLANNING PROJECTS **\$11,804,205** **\$6,381,474** **\$216,000**

(Count: 49)

TOTAL OF PROJECT PRIORITY LIST **\$11,804,205** **\$6,381,474** **\$216,000**

* - small systems