

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, June 10, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/81623699492>

Meeting ID: 816 2369 9492 Passcode: 188937 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Minutes: Selectboard Meeting June 3, 2024
3. 6:02 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. 6:04 **MassDOT Presentation, Project 612799**
5. 6:45 **Casella Waste Management**
 - Introduction to leader team
 - Review of transition and start up plan
6. 7:15 **Jon Dobosz, Parks and Rec Director**
 - Execute contract for Unity Skate Park Lighting Project to Central Mass Signal, LLC in the amount of 95,998.00. To be funded from existing ARPA allocation
7. 7:20 **FRTA Updates, Jeff Singleton**
8. 7:30 **Personnel Board**
 - Consider and Execute Contract with Christopher Nolan-Zeller to Serve as Montague Assistant Town Administrator
 - Appoint Christopher Nolan, Assistant Town Administrator, Grade I, Step 1, Salary \$91,770, Effective June 26, 2024
 - Appoint Ellen Williams, Substitute Library Assistant, \$15.00/hour, Effective June 11, 2024
 - Appoint Jackson Pendleton, CWF Summer help/Franklin County Tech School Co-Op, \$15.00/hour, 20-40 hours per week, effective July 17, 2024. Estimated length of service is to June 6, 2025

Montague Selectboard Meeting

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9. 7:45

Town Administrator's Business

- Montague to Receive a One-Time \$30,932 FRCOG Member Assessment Refund for FY24
- Pursuant to G.L. c.44, §7(1), Certify the Maximum Useful Life of a Ten Wheel Dump Truck to be Purchased with a \$365,000 Appropriation of the May 4, 2024 Annual Town Meeting for the Purpose of Future Financing/Bond Issuance
- Designate Authority to Sign Agreements and File Documents Related to a MA Clean Water Trust AMP Grant for a Wastewater Asset Vulnerability Inventory
- Execute Agreement and Related Documents with the MA Department of Conservation and Recreation in the Amount of \$5,000,000 for abatement, demolition and restoration of the Strathmore Mill Property
- Notification of Finance Committee Review of Affordable Assessment
- Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, June 17, 2024 at 6:00 PM, 1 Avenue A, Turners Falls and via ZOOM. Cable Relicensing Ascertainment Hearing to commence @ 6:00pm

**Unity Skatepark Lighting Project
Town of Montague
AGREEMENT FOR 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 Central Mass Signal, LLC, with an address of 41 Lawrence Street, Northborough, MA 01532, hereinafter referred to as "Contractor", effective as of the 10 day of June, 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 for Unity Skatepark lighting project, including the scope of services and conditions as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 1, 2024 through September 1, 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 \$95,998.00. 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.

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

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

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$3,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate

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

Prior to commencement of any work under this Agreement, the Contractor shall provide the

Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty-day notice of cancellation to the Town. These certificates will be updated and submitted annually.

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, Matthew Collette, Manager, 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.

80-0775714

Social Security Number or
Federal Identification Number



Signature of Individual or
Corporate Name

By: Matthew Collette, Manager
Corporate Officer
(if applicable)



Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301
www.frta.org Tel: (413)774-2262 Fax: (413)772-2202

ANNUAL MEETING NOTICE

**The Advisory Board
Of the
FRANKLIN REGIONAL TRANSIT AUTHORITY**

Thursday, May 23, 2024
4:00 p.m. – 5:30 p.m.

You may join the meeting from your computer, tablet or smartphone at:
<https://us06web.zoom.us/j/82281226173?pwd=MfBEKxYMLuGzwIyGc7LLnD3mscNJoQ.1>

You can also dial in by your location:
1 (646) 876-9923 (New York), or
1 (301) 715-8592 (Washington D.C.)
Meeting ID: 822 8122 6173
Passcode: 161619

AGENDA

1. Introductions (7 minutes)
2. Review and Vote to Accept Minutes from November 16, 2023 Meeting (3 minutes)
3. Old Business: Discussion/Update on Weekend Fixed Route Service (10 minutes)
4. Discussion and Vote to Hold Public Hearings/Community Conversations on Weekend Fixed Route Service (5 minutes)
5. Discussion and Vote on Free Fixed Route Fares or Reinstating Fare Collections (10 minutes)
6. New Business: Update from Finance & Audit Committee (5 minutes)
7. Review and Approve FY 25 Budget (15 minutes)
8. Review and Approve Administrator’s Salary (5 minutes)
9. Review and Approve FY 25 Resolution (5 minutes)
10. Nomination/Election of Clerk FY 25-27 (5 minutes)
11. Nomination/Election of Finance and Audit Committee for FY 25 (5 minutes)
12. Discussion and Vote on Updated Personnel Policy (10 minutes)
13. Transit Advisory Committee Updates (3 minutes)
14. FRTA Updates (2 minutes)
15. Discussion of any subject not anticipated prior to the notice being sent to the Advisory Board Members pursuant to Article II, section 4 of the by-laws or anticipated 48 hours prior to the meeting pursuant to the Open Meeting Law or a subject which cannot be delayed until the next Advisory Board meeting, including the need for an executive session.

The Franklin Regional Transit Authority does not discriminate on the basis of disability with the respect to admission to, access to, or operation of its programs, services, or activities. Individuals who need auxiliary aids for effective communication with respect to programs, services, and activities of the Franklin Regional Transit Authority should contact the FRTA Administrative Office at 413-774-2262, toll free 1-888-301-2262.

**AGREEMENT BETWEEN
TOWN OF MONTAGUE
and
CHRISTOPHER NOLAN-ZELLER**

This Agreement, entered into this 10th day of June 2024, by and between the TOWN OF MONTAGUE, Massachusetts, a municipal corporation, having a usual place of business at Town Hall, One Avenue A, Turners Falls, Massachusetts, party of the first, hereinafter referred to as Town, acting through its Selectboard, hereinafter referred to as Board, and CHRISTOPHER NOLAN-ZELLER, party of the second part, hereinafter referred to as Employee, WITNESSETH:

WHEREAS, the Town desires to engage the services of Employee to hold the position of Assistant Town Administrator of the Town of Montague.

WHEREAS, Employee is willing to undertake and perform the duties of said position of Assistant Town Administrator.

NOW THEREFORE, in consideration of the mutual agreement hereinafter set forth, the parties hereto agree as follows;

1. Duties

- A. The Town agrees to employ Employee as Assistant Town Administrator to perform the functions and duties specified in the Job Description attached hereto and marked Exhibit "A" and to perform other legally permissible and proper duties and functions as the Selectboard or Town Administrator may from time-to-time assign.

2. Term

- A. The terms of this agreement shall remain in effect from June 26, 2024 through June 26, 2027
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time subject only to the provisions set forth in Section 6 of this Agreement.

3. Salary

- A. The Town agrees to pay the employee for his services a base salary in accordance with Grade I, Step 1 of the Town's Compensation Schedule (\$91,770 in FY2024 and \$94,064 in FY2025). Employee shall also be entitled to annual step increases at the beginning of each subsequent fiscal year during the contract. He shall also receive a cost of living adjustment, or other additional compensation, which may be granted by the Selectboard to other non-union personnel during each of the contract years.

- B. If the Grade level or scale associated with this position is amended during the term of this agreement and a new wage and classification plan through Town Meeting vote, the basis for the Employee's base compensation rate will be amended to reflect the new scale. Following any such change, the contract will be re-opened to consider the Employee's placement (step level) on the existing or new scale.
- C. Employee shall be considered an exempt employee for purposes of the federal Fair Labor Standards Act ("FLSA")

4. Vacation, Sick Leave and Personal Leave

- A. Employee shall be entitled to two (2) weeks' vacation with pay during each of the twelve (12) month periods of employment. Such vacation shall be taken at such time, or times, approved by the Selectboard. Up to one (1) weeks of vacation may accumulate from year to year if not all taken in one 12-month period of employment, due to work schedule. The Selectboard, at its sole discretion, may authorize the Town Administrator to carry forward an additional week of vacation. Unused vacation may be exchanged for cash compensation upon the conclusion of Employee's employment.
- B. Employee shall be entitled to health and life insurance, and sick leave benefits as provided to other non-affiliated employees of the Town, including a sick leave buyback of up to twenty five percent (25%) of an employee's unused sick leave upon an approved retirement under the town's retirement plan. The amount of the buy back shall not exceed Thirty Five Hundred Dollars (\$3,500.00).
- C. Employee shall be entitled to holiday and personal leave benefits as provided to other non-affiliated management employees of the Town.

5. Other Benefits

- A. Employee shall also be entitled to any bereavement, insurance, deferred compensation, or any other benefits generally available to full-time Town personnel under the same terms unless specifically limited under the terms of this agreement.

6. Discipline and Termination

- A. The Selectboard may discipline or discharge Employee for cause during the term of this Agreement.
- B. Employee shall serve an initial Probationary Period of one (1) year, during which time Employee may be removed by the Selectboard, with or without cause.
- C. In the event Employee voluntarily resigns the position with the Town before expiration of the aforesaid term of his employment, then Employee shall give the Board thirty (30) days written notice in advance, unless the parties otherwise agree. In the event of a voluntary resignation of Employee, such benefits as are enumerated in Section 4, shall not apply.

- D. Termination for cause or resignation shall render this Agreement void for the remainder of its term.

7. Performance and Evaluation

- A. The Town Administrator shall normally review and evaluate Employee's performance annually and shall maintain consistency with the performance evaluation schedule implemented for all other employees. All performance reviews shall be in accordance with specific criteria developed jointly by the Town Administrator and Employee. The Town Administrator shall provide the Employee and Selectboard with a summary written statement of the finding. The Town Administrator shall provide an adequate opportunity for Employee to discuss his evaluation with the Town Administrator before the review is made part of Employee's personnel records.

8. Hours of Work

- A. Employee's work week shall ordinarily consist of thirty seven and one half (37.5) hours, beginning on Mondays and ending on Thursdays, including the hours required by mandatory attendance at Selectboard Meetings. The Assistant Town Administrator shall be expected to be present for work during the Town's regular business hours and further agree to devote that amount of time and energy which is necessary to faithfully perform the duties of the office.
- B. It is recognized that the Town Administrator must devote a substantial amount of time outside the normal office hours to business of the Town, and to that end, the Town Administrator shall be allowed to take flex time off within the policy guidelines to be established by the Board, and when workload permits. Employee may use compensatory time to make reasonable adjustments to his work schedule at his discretion during said normal office hours at such time which will not adversely affect Town operations. The current guidelines provide for accumulation of comp time up to a maximum of 75 hours. Unused hours are not eligible for buy-back at the end of employment.

9. Automobile

- A. If it should be necessary at any time for Employee to use their personal automobile for travel in connection with the performance of official duties, Employee shall be reimbursed at the IRS approved rate provided by the Town to its other employees.

10. Dues and Subscriptions

- A. The Town agrees to budget and pay for professional dues and subscriptions of the Employee necessary for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional participation, growth and development, and for the good of the Town. These

costs are to be included as part of the Selectboard Office budget, and shall be no less than five hundred dollars per year.

11. Professional Development

- A. The Board recognizes its obligations to encourage the professional development of the Employee and agrees that the Employee shall be given adequate opportunity to develop their skills and abilities as a professional in Town government.

12. Other Terms and Conditions of Employment

- A. The Board, in consultation with Employee, shall fix any terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town By-laws or any other law.

13. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. If any provision or portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- B. This Agreement may be amended at any time by mutual consent of the parties except as otherwise provided herein. No changes to express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.
- C. If the employee is at any time absent without leave from their duties for a period of seventy-two (72) hours or more, Employee may be deemed to have voluntarily resigned. Said determination to be made at the option of the Board.
- D. This Agreement shall be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its corporate name by the Selectboard and CHRISTOPHER NOLAN-ZELLER has set his hand and seal, as of the day and year first written above.

Selectboard

Assistant Town Administrator

Richard J. Kuklewicz, Chair

Christopher Nolan-Zeller

Christopher Nolan-Zeller

Christopher M. Boutwell, Sr., Vice Chair

Matthew Lord, Clerk

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment:** Selectboard Meeting Date: 6/10/2024

Authorized Signature: _____

Board Authorizing **Wages:** _____ Selectboard Meeting Date: 6/10/2024

Authorized Signature: _____

General Information:

Full name of employee: Ellen Williams Department: Libraries
Title: Substitute Library Assistant Effective date of hire: 6/11/2024

New Hire:

Permanent: Y N If temporary, estimated length of service: _____
Hours per Week: N/A Union: N/A

Wages:

Union: N/A

Wages: Grade N/A Step N/A Wage Rate: \$15.00 (annual/ hourly)

Notes: As a Substitute Library Assistant, Ellen will cover regular staff absences and vacations

Copies to:

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



Franklin Regional Council of Governments

Claire McGinnis
Director of Finance and Human Resources
cmcginnis@frcog.org
413-774-3167 x111

FY24 Returns	Final EQVs	Valuation	Census	Population	To the Town
Town	2020	Factor (a)	2020	Factor (b)	(a+b)
Ashfield	\$271,206,700	\$7,744.00	1,695	\$730.00	\$8,474
Bernardston	\$248,325,200	\$7,091.00	2,102	\$906.00	\$7,997
Buckland	\$236,099,700	\$6,742.00	1,816	\$782.00	\$7,524
Charlemont	\$147,289,000	\$4,206.00	1,185	\$511.00	\$4,717
Colrain	\$182,644,300	\$5,215.00	1,606	\$692.00	\$5,907
Conway	\$272,849,200	\$7,791.00	1,761	\$759.00	\$8,550
Deerfield	\$808,941,100	\$23,099.00	5,090	\$2,193.00	\$25,292
Erving	\$956,478,200	\$27,312.00	1,665	\$717.00	\$28,029
Gill	\$173,933,200	\$4,967.00	1,551	\$668.00	\$5,635
Greenfield	\$1,635,101,600	\$46,690.00	17,768	\$7,656.00	\$54,346
Hawley	\$51,879,800	\$1,481.00	353	\$152.00	\$1,633
Heath	\$96,423,600	\$2,753.00	723	\$312.00	\$3,065
Leverett	\$291,826,100	\$8,333.00	1,865	\$804.00	\$9,137
Leyden	\$95,052,200	\$2,714.00	734	\$316.00	\$3,030
Monroe	\$28,214,600	\$806.00	118	\$51.00	\$857
Montague	\$953,787,100	\$27,235.00	8,580	\$3,697.00	\$30,932
New Salem	\$123,679,700	\$3,532.00	983	\$424.00	\$3,956
Northfield	\$517,658,400	\$14,782.00	2,866	\$1,235.00	\$16,017
Orange	\$620,932,600	\$17,731.00	7,569	\$3,261.00	\$20,992
Rowe	\$520,263,200	\$14,856.00	424	\$183.00	\$15,039
Shelburne	\$308,015,300	\$8,795.00	1,884	\$812.00	\$9,607
Shutesbury	\$243,958,800	\$6,966.00	1,717	\$740.00	\$7,706
Sunderland	\$388,097,600	\$11,082.00	3,663	\$1,578.00	\$12,660
Warwick	\$82,405,000	\$2,353.00	780	\$336.00	\$2,689
Wendell	\$102,149,000	\$2,917.00	924	\$398.00	\$3,315
Whately	\$288,556,600	\$8,240.00	1,607	\$692.00	\$8,932
Totals	\$9,645,767,800	\$275,433.00	71,029	\$30,605.00	\$306,038

VOTE OF THE SELECTBOARD

I, Chris Boutwell, the Clerk of the Selectboard of the Town of Montague, Massachusetts, certify that at a meeting of the board held, June 10, 2024, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was unanimously passed, all of which appears upon the official record of the board in my custody:

Voted: that the maximum useful life of the ten wheel dump truck to be financed with the proceeds of the \$365,000 borrowing authorized by the vote of the Town passed May 4, 2024 (Article 20) is hereby determined pursuant to G.L. c.44, §7(1) to be _____ years.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the subject matter of this vote were taken in executive session, all in accordance with G.L. c.30A, §18-25 as amended.

Dated: June 10 _____ 2024

Chris Boutwell Clerk of the Selectboard



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

May 30, 2024

Steve Ellis, Town Administrator
Town of Montague
One Avenue A
Montague, MA 01376

RE: Town of Montague
CWSRF No. 16733
Wastewater Asset Vulnerability Inventory
Notice-to-Proceed

Dear Mr. Ellis:

The Massachusetts Department of Environmental Protection, Division of Municipal Services (Division), has reviewed various submittals from your engineer, Wright-Pierce, concerning the Town of Montague's proposed planning project. Following an administrative review, the Division provides approval under 310 CMR 44.00, which governs projects within the Commonwealth's Clean Water State Revolving Fund (CWSRF) Program. You may proceed with the professional services and planning contract.

If you have any questions, or if we may be of further assistance, please contact Tenzin Lama of my staff at Tenzin.Lama@mass.gov or 781-531-3616. In the event that the project engineer is not available or cannot address your concern, you may also contact the section chief responsible for your project, Gregory Devine at 617-874-6456.

Sincerely,

Maria E. Pinaud, Director
Division of Municipal Services

ecc: Chelsey Little, Superintendent – Clean Water Facility, Town of Montague
Lisa Muscanell-DePaola, Wright-Pierce, Inc.
Kathleen Fournier, Department of Environmental Protection / Western Regional Office
Tenzin Lama, Department of Environmental Protection / Division of Municipal Services
Gregory Devine, Department of Environmental Protection / Division of Municipal Services

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

AUTHORITY TO FILE

Whereas, The Town of Montague, after thorough investigation,
(Applicant)

has determined that the work activity consisting of: a Wastewater Asset Vulnerability Inventory

(describe project)

is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Massachusetts Department of Environmental Protection (the "MassDEP") and the Massachusetts Water Pollution Abatement Trust (the "Trust") of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth ("Chapter 21" and "Chapter 29C") are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by The Montague Selectboard
(Governing Body)

as follows:

1. That the Montague Town Administrator is hereby authorized on behalf
(Title of Official)
of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;
2. That the purpose of said loan(s), if awarded, shall be to fund construction activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

CERTIFYING AUTHORITY TO FILE

I hereby certify that the Selectboard of
(Name of Governing Body)

the Town of Montague
(Corporate Name of Local Government Unit)

(hereinafter referred to as the "Applicant"), at a meeting noticed and conducted in accordance with all applicable legal requirements, duly voted to authorize the

Montague Town Administrator
(Title of Local Government Unit Official)

to act on behalf of the Applicant, as its agent, in filing applications for, executing agreements regarding, and performing any and all other actions necessary to secure for the Applicant such loan(s) for construction or planning of Water Pollution Abatement Projects as may be made available to the Applicant pursuant to the provisions of the Massachusetts Clean Waters Act (M.G.L. c.21, section 27-33E, inclusive, as amended) and the Water Pollution Abatement Revolving Loan Program (M.G.L. c.29C) for the following project:

Wastewater Asset Vulnerability Inventory
(describe project)

I hereby certify that Walter Ramsey is the present incumbent
(Name of Person)
of the position referenced above, and do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the 10th day of June, 2024, and duly recorded in my office:
2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate:
3. That if an impression of a seal has been affixed below, it constitutes the official seal of the Applicant and this certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal:

IN WITNESS WHEREOF, I have hereunto set my hand this

 day of , 20

[Session Laws; Acts \(2018\)](#)

Chapter 209

AN ACT PROMOTING CLIMATE CHANGE ADAPTATION, ENVIRONMENTAL AND NATURAL RESOURCE PROTECTION, AND INVESTMENT IN RECREATIONAL ASSETS AND OPPORTUNITY.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to forthwith provide for climate change adaptation and the immediate preservation and improvement of the environmental and energy assets of the commonwealth, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. To provide for a program of climate change adaptation and the preservation and improvement of the environmental and energy assets of the commonwealth, the sums set forth in this act, for the several purposes and subject to the conditions specified in this act, are hereby made available, subject to the laws regulating the disbursement of public funds, which sums shall be in addition to any other amounts previously made available for these purposes; provided, however, that the amounts specified for a particular project may be adjusted to facilitate projects authorized in this act.

Department of Conservation and Recreation

2000-7079 For natural resource restoration and protection and in compliance with laws and regulations, and for purposes of improvements and costs associated with site assessment, containment, cleanup, control, disposal, removal or exchange of or response actions concerning hazardous materials or substances; provided, that not less than \$6,000,000 shall be expended for environmental justice projects in the city of Framingham; provided further, that not less than \$200,000 shall be expended to delead and repaint the bridge on Cliff road over the railroad tracks in the town of Wellesley; provided further, that not less than \$30,000 shall be expended for an asbestos and lead removal project at the Fitchburg library in the city of Fitchburg; provided further, that not less than \$5,000,000 shall be expended for abatement, demolition and restoration of the Strathmore property on the Connecticut River in the town of Montague; and provided further, that not less than \$465,000 shall be expended for an asbestos and lead removal project at the Clinton Senior Center in the town of Clinton \$75,500,000



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: (and d/b/a): <u>Town of Montague</u>		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: <u>DCR</u> Dept of Conservation & Recreation	
Legal Address: (W-9, W-4): <u>1 Avenue A Turner Falls MA 01376</u>		Business Mailing Address: <u>10 Park Plaza Suite 6620 Boston MA 02116</u>	
Contract Manager: <u>Steve Ellis, Town Administrator</u>	Phone:	Billing Address (if different):	
E-Mail: <u>stevenc@montague-ma.gov</u>	Fax:	Contract Manager: <u>Cheryl Brooks</u>	Phone: <u>857-283-6701</u>
Contractor Vendor Code: <u>VC 6000191893</u>		E-Mail: <u>cheryl.brooks@mass.gov</u>	Fax:
Vendor Code Address ID (e.g. "AD001"): <u>AD001</u> (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): <u>4CTDCR8900MONTAGUEAR</u>	
		RFR/Procurement or Other ID Number: <u>Legislative Exemption</u>	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>5,000,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY 24 earmark: provided further, that not less than \$5,000,000 shall be expended for abatement, demolition and restoration of the Strathmore property on the Connecticut River in the town of Montague;			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6 30</u> , 20 <u>24</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Richard Kuklewicz</u> Print Title: <u>Chair, Montague Selectboard</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____	



**Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)**

Contractor Legal Name Town of Montague	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC 6000191893
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Richard Kuklewicz		Chair, Montague Selectboard	413-863-3200 x108	RichardK@montague-ma.gov
Matthew Lord		Vice Chair, Montague Selectboard	413-863-3200 x108	MattL@montague-ma.gov

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date June 10, 2024
Print Name Christopher Boutwell	Phone Number 413-863-3200 x108
Title Clerk, Montague Selectboard	Email Address cboutwell@montague-ma.gov

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**LEGAL NOTICE
TOWN OF MONTAGUE CABLE TELEVISION
LICENSE RENEWAL PROCEEDING**

The Selectboard of the Town of Montague, as cable television license Issuing Authority under MGL 166A, s.1, and its Cable Advisory Committee, are jointly conducting a cable television license renewal public hearing regarding Comcast of Massachusetts/Virginia, Inc. on **June 17, 2024, 6 p.m.** to allow the public an opportunity to comment on the Town's cable-related needs. The meeting will be held in-person at Montague Town Hall, Upstairs Meeting Room, 1 Avenue A, Turners Falls, MA.

Please note that while an option for remote attendance is provided as a courtesy to the public, the 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 this hearing should make plans for in-person vs. remote attendance accordingly. Remote access provided via Zoom at: <https://us02web.zoom.us/j/89711128863> or dial-in: +1 (646) 558-8656 Meeting ID: 897 1112 8863.

The Montague Comcast license expires on August 31, 2025. Pursuant to the federal Cable Act, 47 USC 546, the Issuing Authority (Selectboard) conducts the public proceeding to ascertain the community's cable-related needs and interests. Public comment is invited. The hearing is for the purpose of accepting comments and no final license issuance decisions are before the Selectboard at this public hearing. For further information and copies of renewal records, if any, contact Walter Ramsey, Assistant Town Administrator, c/o Town Hall. By order of the Selectboard as License Issuing Authority.