

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, September 9, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/89645928440>

Meeting ID: 896 4592 8440 Passcode: 025357 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 August 19, 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. 6:05 **Chelsey Little, CWF Superintendent**
 - FY2025 Sewer Rate Hearing (continued from 8/5/2024)
 - Screw Pump Replacement Project bid opening results
 - CWF Capital Project Updates: Industrial Blvd Pump Station, Ops Boiler/Underground Storage Tank, Septage Receiving Station
 - Permit Discharge Summary for July 2024
5. 6:25 **UMASS Collins Center-** Presentation of Wage and Classification Study
6. 7:00 **Suzanne LoManto, RiverCulture**
 - Use of Peskeompskut Park for a musical performance. September 27, 2024 from 4-9pm (rain date Sunday, 9/28/24, 2pm) co-hosted by RiverCulture.
7. 7:05 **Brian McHugh, Director of Community Development – HRA**
 - To authorize payment to Site Specifics, LLC, in the amount of \$221,167.00 for Custom Designed Play Structures for FY22.23 Montague CDBG Hillcrest Neighborhood Park Construction Project
 - To authorize payment #4 to Clayton D. Davenport Trucking, Inc. in the amount of \$52,738.50 for FY22.23 Montague CDBG Hillcrest Neighborhood Park Construction Project.
 - To approve the Response to Special Conditions for the FY24 Montague CDBG Grant Application.

Montague Selectboard Meeting
September 9, 2024
Page 2

8. 7:20

Personnel Board

- CWF Superintendent request to authorize Cell Phone Stipend for Samuel Stevens, CWF Lead Operator, effective 9/9/2024
- Police Chief request to make Conditional Offer of Employment to Rachael Emerson upon completion of a positive interview, academy physical, psychological test, completion of any prerequisite procedures for the full-time academy and completion of said academy
- Police Chief request to offer \$10,000 sign-on bonus for certified, full time police officers
- Appoint Walter Ramsey to the FRCOG Councilor Alternates until June 30, 2025
- Notice that Library Trustees have executed a new employment contract with Library Director Caitlin Kelley. Effective Oct 17, 2024 to Oct 16, 2027. Grade G Step 10 (\$82,394)

9. 7:35

Gill-Montague Regional School District

- Request for \$75,000 to fund Sheffield Elementary School 2024/2025 afterschool program

10. 7:45

Caitlin Kelley, Library Director

- Bid results- Carnegie Basement Rehab
- Consider funding alternate A plus project contingency

11. 7:55

Assistant Town Administrators Business

- Bid results- Town Hall Butler building and shed removal
 - Authorize Contract of Services with Associated Building Wreckers, Inc for the Town Hall – Metal Building and Wooden Shed Demolition project. Contract value is \$10,495.00 to be funded from an existing FY25 Capital Appropriation
- Review of ARPA expenditures and recommendation to close out certain appropriations
 - Consider ARPA appropriations for Screw Pump project overage, Sheffield 24/25 afterschool program, Carnegie Basement Project, and/or Avenue A Ramp

12. 8:10

Town Administrators Business

- Annual Town Meeting Planning: Proposed dates of Wed May 7 and May 14.
- Proposed Strathmore Building #11 disposition and solicitation process, request to spend up to \$4,000 on subdivision survey from Community Development Discretionary Fund.
- Correspondence from Senator Comerford: request comment and statement of support for Northern Rail Passenger Rail project
- Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, September 16, 2024 at 6:00 PM, 1 Avenue A, Turners Falls and VIA ZOOM



Town of Montague

Clean Water Facility
 34 Greenfield Road
 Montague, MA 01351-9522
cwf.supt@montague-ma.gov

(413) 773-8865
 FAX: (413) 774-6231

TO: Sewer Commission, Tax Collector, Town Accountant, Town Administrator
 FROM: Chelsey Little, Superintendent CWF
 DATE: July 22, 2024

Sewer Rates FY 2025

I.	Residential Customers: Turners Falls, Montague Center, Montague City, Lake Pleasant, Millers Falls, Gill	Proposed Rate: \$18.00/1000 gallons Previous Rate: \$18.39/1000 gallons Gill: \$17.03/1000 gallons
II.	Industrial Customers	Proposed Rate: \$18.39/1000 gallons Previous Rate: \$18.39/1000 gallons
III.	12-Month Flat Rate (based on avg. res. usage)	Proposed Rate: \$930.00/year Previous Rate: \$967.32/year
IV.	Minimum Connection Charge	Proposed Rate: \$300/year Previous Rate: \$154.92/year

Septage Receiving:

In Town & Town of Gill:

= \$95/1,000 gallons

Out of Town:

= \$115/1,000 gallons

Trucked-in Solids:

=Price to be negotiated between Town&FCSWMD

RV's:

=\$20 per disposal

Other:

Interest Rate – 14% per Annum

Demand Charge - \$5.00

NEW Rate Calculation Method

							Estimated FY25 Budget		
2024 Rate	\$ 18.39						\$ 3,119,324.00		
Non-Industrial proposed 2025 Rate I	\$ 18.00						\$ (200,000.00)		
Industrial proposed 2025 Rate II	\$ 18.39						\$ (359,492.00)		
Proposed 2025 Rate III (only sewer connection, average)	\$ 930.00						\$ (360,000.00)	\$ 413,495.47	
Proposed 2025 Rate IV (min charge)	\$ 300.00						\$ 2,199,832.00		
							\$ 2,132,972.24	\$ 2,208,752.24	
Estimated non-I usage using 2021 as basis	120082							\$ 2,622,247.72	
Estimated I usage using 2021 as basis	22485								
							total metered revenue needed	\$ 2,559,832.00	Res/gill/ind
							total estimated revenue generated	\$ 2,622,100.60	\$ 62,268.60 surplus/deficit
account	Account Rate	usage for projection	2022 annual bill	Fixed FY25	Variable FY25	total bill FY25	delta	% change	
	0 II	8	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	100%	
	0 II	8	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	100%	
	1 II	50	\$ 847.00	\$ -	\$ 900.00	\$ 900.00	\$ 53.00	6%	
	2 II	22	\$ 372.68	\$ -	\$ 396.00	\$ 396.00	\$ 23.32	6%	
	3 II	18	\$ 304.92	\$ -	\$ 324.00	\$ 324.00	\$ 19.08	6%	
	4 II	28	\$ 474.32	\$ -	\$ 504.00	\$ 504.00	\$ 29.68	6%	
	5 III	8	\$ 937.44	\$ 930.00	\$ -	\$ 930.00	\$ 62.56	6%	
	Average Res Bill					\$ 927.07			

IOC

	FY21 Budget Actual Rev	FY22 Budget Actual Rev	FY23 Budget Est Rev	FY24 Budget Est Rev	FY25 Budget Est Rev
Amount Needed (from budget requests)	2,419,509	2,586,971	2,872,377	2,877,652	3,119,324
CWF Tax Liens Redeemed	3,445	7,516			
CWF Sewer Liens Redeemed	112,118	76,504			
CWF Interest & Demands	15,558	15,548	10,000	10,000	
CWF Industrial Sewer	370,134	509,669	517,440	400,000	360,000
CWF Residential Sewer	1,709,956	1,752,954	1,941,057	2,025,266	2,021,111
CWF Gill					
CWF Septage Fees	49,121	173,818	146,400	218,000	200,000
CWF Biosolids Handling					
CWF Investment Income	3	3			
CWF Misc Revenue	317	6,070			
CWF MWPAT Subsidy					
CWF Bond Premiums					
CWF Transfer from GF-I&I	220,559	251,228	266,439	286,900	359,492
CWF Transfer from CPF	124,560				
Total	2,605,771	2,793,310	2,881,336	2,940,166	2,940,603
Retained Earnings to reduce rates					
CWF Operating Budget				2,175,090	440
CWF DPW Subsidiary				85,150	449
CWF Debt				453,305	710
CWF Employee Benefits				380,211	910
remove MF overage and Budgeted Surplus					
Special Articles from SUF					
				<u>3,119,324</u>	
				(919,492)	
				2,199,832	
				174,566	
				8.62%	
				8.62%	
Rates				FY24	FY25
Gill				\$ 17.03	\$ 18.50
T Falls, Mont Center, Mont City, Lake P				\$ 18.39	\$ 19.98
Millers				\$ 18.39	\$ 19.98
Industrial				\$ 18.39	\$ 19.98
12 month Flat				\$ 967.32	\$ 1,050.70
Minimum				\$ 154.92	\$ 168.27

FY24 Commitment #1 x2 less abatements to date, actual FY23

Special Articles from SUF
Total Needed

less fixed revenues
Residential rev needed
Increase from PY Commitments
% increase from PY based on PY1 Commitments
started at 9.31% using only 200K as est septage
% increase if no Sp Articles

August 26, 2024
W-P Project No. 21657

Walter Ramsey, Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

**SUBJECT: Town of Montague
 CWF Primary Effluent Screw Pump Station Upgrade
 Evaluation of Bids**

Dear Walter,

We have completed our review of the construction bids that were received on August 21, 2024 at the Town of Montague Town Hall, located at 1 Avenue A Turners Falls, Massachusetts for the above referenced project. This letter presents a summary of our findings. Three bids were received and reviewed, and a tabulation of the bids is attached to this letter. The Base Bids ranged from \$2,397,461 to \$2,989,340. The Base Bids plus all Bid Alternates ranged in cost from \$2,585,650 to \$3,320,940. The May 23, 2024 Engineer's Opinion of Probable Construction Cost was \$2.57M, with a potential range between \$2.31M and \$2.96M.

The Associated Construction Company of Hartford, Connecticut submitted the lowest Base Bid. The next lowest Base Bid was submitted by WM Shultz at \$2,535,080. A table of Total Bids and cumulative Bid Alternates is available in the Bid Tabulation enclosed.

With regards to their work experience, The Associated Construction Company has suitable experience in building construction, as well as experience in water and wastewater work, including a dewatering project at the Westfield, Massachusetts Water Recovery Facility and pump station upgrades in Ellington, Connecticut. The results of reference checks were consistent and indicated that Associated is capable of performing quality work for projects of this nature.

Based on the above, and Wright-Pierce's review of the bidding documents and project references, we are not aware of any reason why this contract should not be awarded to them as the lowest responsive and responsible bidder. However, we cannot make any guarantee that they will perform the work within the bid price or in accordance with the Contract Documents. We recommend that the Town of Montague proceed forward in awarding the contract to this contractor for the Base Bid amount of \$2,397,461.

8/26/2024

Walter Ramsey, Town Administrator

Page 2 of 2

Should the Town decide to proceed with the project, the Town should issue a letter to Associated stating the Town's intention to award the contract and requesting bonds and insurance information. We can provide a draft letter that you can finalize and put on a Town letterhead.

We also stand ready to assist the Town in executing the Contract Documents and scheduling a preconstruction meeting.

Should you have any questions or concerns, please do not hesitate to contact me at (860) 852-1912.

Sincerely,

WRIGHT-PIERCE



Lisa Muscanell-DePaola, PE
Lead Project Engineer / Project Manager
Lisa.Muscanell@wright-pierce.com

Enclosures: *Bid Tabulation*

cc: *Chelsey Little, CWF Superintendent*
Steve Chrabascz, USDA RD

Project Name/No.: **Primary Effluent Screw Pump Station Upgrade/21657**
 Bid Opening: **08/21/2024 1:00 PM**
 Location: **Montague, MA**
 ENG/PM: **Lisa Muscanell - DePaola**

Issuing Office: **Middletown Office**
169 Main St, 700 Plaza Middlesex
Middletown, CT 06457

BID QUANTITIES				BIDDER'S NAME					
				Kingsbury Companies		Associated Construction Co.		WM Schultz Construction	
Item	Qty.	UNIT	UNIT AMT	BID	UNIT AMT	BID	UNIT AMT	BID	
BASE BID									
1A	Construct Primary Effluent Screw Pump Station, complete with all appurtenances, except for bid items listed below.	1	Lump Sum	\$ 2,700,000.00	\$ 2,700,000.00	\$ 2,113,086.00	\$ 2,113,086.00	\$ 2,372,000.00	\$ 2,372,000.00
1B	Crack Injection of Existing Concrete Tanks & Structures	30	LF	\$ 295.00	\$ 8,850.00	\$ 224.00	\$ 6,720.00	\$ 160.00	\$ 4,800.00
1C	Resealing of Concrete Cracks & Joints	50	LF	\$ 400.00	\$ 20,000.00	\$ 52.00	\$ 2,600.00	\$ 100.00	\$ 5,000.00
1D	Repair Surface Defects in Existing Concrete Tanks & Structures	57	SF	\$ 325.00	\$ 18,525.00	\$ 770.00	\$ 43,890.00	\$ 90.00	\$ 5,130.00
1E	Cementitious Overlay in Existing Concrete Tanks & Structures (Type 2)	450	SF	\$ 318.00	\$ 143,100.00	\$ 180.00	\$ 81,000.00	\$ 40.00	\$ 18,000.00
1F	H2S Protective Coating in Existing Concrete Tanks & Structures (Type 1 Coating)	450	SF	\$ 71.00	\$ 31,950.00	\$ 185.00	\$ 83,250.00	\$ 55.00	\$ 24,750.00
2A	Electrical (Filed Sub-Bids)	1	LS	\$ 66,915.00	\$ 66,915.00	\$ 66,915.00	\$ 66,915.00	\$ 105,400.00	\$ 105,400.00
TOTAL BASE BID AMOUNT ITEMS (1A THROUGH 1F)					\$2,989,340.00		\$2,397,461.00		\$2,535,080.00
BID ALTERNATE A									
3A	Construct Architectural Improvements, complete with all appurtenances, except for bid items listed below.	1	Lump Sum	\$ 290,000.00	\$ 290,000.00	\$ 157,421.00	\$ 157,421.00	\$ 102,000.00	\$ 102,000.00
TOTAL BID ALTERNATE A					\$ 290,000.00		\$ 157,421.00		\$ 102,000.00
BID ALTERNATE B									
4A	Exterior Electrical Demolition, except for bid items listed below.	1	Lump Sum	\$ -	\$ -	\$ -	\$ -	\$ 6,750.00	\$ 6,750.00
4B	Sub-Bid - Electrical	1	LS	\$ 4,600.00	\$ 4,600.00	\$ 13,775.12	\$ 13,775.12	\$ 11,583.00	\$ 11,583.00
TOTAL BID ALTERNATE B					\$ 4,600.00		\$ 13,775.12		\$ 18,333.00
BID ALTERNATE C									
5A	Wet well solids and debris removal, except for bid items listed below.	1	Lump Sum	\$ 37,000.00	\$ 37,000.00	\$ 16,993.00	\$ 16,993.00	\$ 10,000.00	\$ 10,000.00
TOTAL BID ALTERNATE C					\$ 37,000.00		\$ 16,993.00		\$ 10,000.00
TOTAL BASE BID					\$2,989,340.00		\$2,397,461.00		\$2,535,080.00
TOTAL BID (BASE BID + A)					\$3,279,340.00		\$2,554,882.00		\$2,637,080.00
TOTAL BID (BASE BID + A+B)					\$3,283,940.00		\$2,568,657.12		\$2,655,413.00
TOTAL BID (BASE BID + A+B+C)					\$3,320,940.00		\$2,585,650.12		\$2,665,413.00

Industrial Blvd Pump Station Before and After: July 2024





Montague Permitted Discharge Summary July 2024

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.640
BOD mg/L	30 mg/L (Average Monthly Max)	4.9
BOD % Removal	>/= 85.0% (Average Monthly)	97.5%
TSS mg/L	30 mg/L (Average Monthly Max)	6.8
TSS % Removal	>/= 85.0% (Average Monthly)	98.9%
pH Low	6.0 SU (Daily)	7.18
pH High	8.3 SU (Daily)	7.83
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	275.5
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	20.5
Total Chlorine	1.0 mg/L (Daily Max)	1.12
Total Nitrogen	153 lbs/day (Average Monthly Max)	25.1

MGD=Millions of Gallons per Day (standard water/wastewater flow measure)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

*Note: Summary subject to change pending final data review and submittal to EPA/DEP

CLASSIFICATION & COMPENSATION STUDY

MONTAGUE, MA

2024

Edward J. Collins, Jr. Center for Public Management

McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES

Contents

Executive Summary.....2

Position Descriptions.....2

Position Description Evaluation for Classification & Internal Equity.....2

Labor Market Salary Survey.....5

Development of the Salary Schedule.....7

Implementation7

Conclusion8

Summary of Labor Market Maximum Salary.....9

Sample Compensation Schedule11

Executive Summary

The Town of Montague retained the Edward J. Collins, Jr. Center for Public Management (Collins Center) to conduct a classification and compensation study.

Position Descriptions

The most vital component of a classification and compensation review is ensuring position descriptions are accurate. The process for developing accurate position descriptions begins with employees completing a position description questionnaire. The questionnaires elicit information about the essential functions, the nature and complexity of the work, and the education and experience requirements for the position. Interviews were conducted with employees to review the questionnaires and add any additional information or clarify information as needed.

After gathering relevant information from existing descriptions, completed questionnaires and employee interview, draft position descriptions were developed and submitted to the Town for review and comments by incumbents and supervisors. The Collins Center received feedback and finalized the position descriptions.

Position Description Evaluation for Classification & Internal Equity

Once descriptions were drafted, a point factor rating method was used to objectively evaluate the classification of positions. Using an objective position evaluation system that is consistently applied to each position is critical in assuring the internal equity of the classification plan. The evaluation system utilized by the Collins Center is one that has been successfully implemented in many municipalities and other governmental organizations in the Commonwealth. Each position was evaluated on key characteristics including those listed below to determine the classification or “grading” of positions. The categories include:

- Supervision Required
- Supervision Responsibility
- Accountability
- Judgement
- Complexity
- Nature & Purpose of Personal Contacts
- Confidentiality
- Education
- Experience
- Work Environment
- Physical Requirements
- Motor/Vision Skills

Creating a fair and equitable classification structure is critical. The position descriptions and the structure, or classification plan, is the most important aspect of a classification and compensation system. Having an objective classification structure addresses equity across departments and types of work. Ensuring accuracy in requirements will help the Town in recruitment and evaluation. The following Table contains the Collins Center’s recommended classification structure.

RECOMMENDED GRADE	DEPARTMENT	POSITION	RECOMMENDED TITLE
A	Town Administrator	Town Administrator	
B	DPW	Superintendent	
B	Police	Chief of Police	
B	Clean Water Facility	Superintendent	
C	Board of Assessors	Director of Assessing	
C	Building Inspector	Building Inspector	
C	Selectboard	Assistant Town Administrator	
C	Board of Health	Director of Health	
C	Airport	Airport Manager	
C	Libraries	Director of Libraries	
C	Parks and Recreation	Director of Parks and Recreation	
C	Planning	Director of Planning & Community Development	
C	Town Clerk	Town Clerk	
C	Treasurer/Tax Collector	Treasurer/Tax Collector	
C	Town Accountant	Town Accountant	
C	Council on Aging	Director of Council on Aging	
D	Clean Water Facility	Foreman	Water Supervisor
D	Department of Public Works	Working Foreman	DPW Supervisor
E	Clean Water Facility	Lead Mechanic	
E	Department of Public Works	Shop Foreman	Lead Mechanic
E	Department of Public Works	Collections System Lead Operator	
E	Dispatch	Dispatch/Office Manager	
E	Department of Public Works	Office Manager	

RECOMMENDED GRADE	DEPARTMENT	POSITION	RECOMMENDED TITLE
E	Libraries	Children's Librarian	
E	Clean Water Facility	Lead Operator	
E	Select Board	Executive Assistant	
F	Town Clerk	Assistant Town Clerk	
F	Planning	Assistant Planner	
F	Department of Public Works	Lead Mechanic	Mechanic
F	Department of Public Works	Heavy Equipment Operator	
F	Clean Water Facility	Lab Manager	
F	Treasurer/Tax Collector	Assistant Treasurer/Tax Collector	
F	Clean Water Facility	Wastewater Technician	
F	Department of Public Works	Lead Groundskeeper	Grounds Maintenance Supervisor
F	Dispatch	Dispatcher	
G	Building	Building Maintenance	Building Maintenance Worker
G	Board of Assessors	Assessing Technician	
G	Libraries	Children's Program Assistant	
G	Department of Public Works	Truck Driver/Laborer	Light Equipment Operator
H	Department of Public Works	Truck Driver/Laborer In-Training	Light Equipment Operator In-Training
H	Department of Public Works	Groundskeeper	Grounds Maintenance Worker
H	Clean Water Facility	Laborer/Operator	
H	Airport	Operations Manager	Airport Maintenance Worker
H	Board of Health	Administrative Assistant	
H	Building Inspector	Administrative Assistant	

RECOMMENDED GRADE	DEPARTMENT	POSITION	RECOMMENDED TITLE
H	Clean Water Facility	Administrative Assistant	
H	Parks and Recreation	Administrative Assistant	
H	Select Board	Administrative Assistant	
H	Town Clerk	Administrative Assistant	
H	Libraries	Library Technician	Cataloguer/Technician
I	Department of Public Works	Custodian	
I	Department of Public Works	Transfer Station Attendant	
I	Libraries	Library Assistant	
P2	Police	Lieutenant	
P3	Police	Staff Sergeant	
P4	Police	Sergeant	
P5	Police	Detective	
P6	Police	Patrolman	

Labor Market Salary Survey

A labor market salary survey was conducted after the classification of all relevant positions to determine the ranges within which other area municipalities compensate the positions studied. A summary of the results is attached to this report. Obtaining survey data is one of the most challenging aspects of a classification and compensation study. Not all municipalities have the same titles or definitions of duties under a specific title, which can make exact comparisons difficult. The following municipalities responded to the survey: Amherst, Athol, Deerfield, Easthampton, Gill, Greenfield, Hadley, Leverett, Northampton, Northfield, Orange, Shutesbury, Sunderland, and Wendell.

The Collins Center was able to collect data from 14 municipalities, which is significant and ensures the data is a true representation of the area's labor market. The Collins Center evaluates both the average and the median pay to obtain accurate information. The analysis of median pay removes the outlying data points. The labor market salary data is gathered using hourly rates for the purpose of comparisons.

Because Montague operates an airport and a clean water facility requiring a higher license, the Collins Center collected data from additional select municipalities. (Palmer, Pittsfield, Southbridge, South Hadley, Westfield, and Winchendon). The data, while helpful, did not significantly impact the averages and medians of the survey results .

The labor market survey analysis reveals that many of Montague pay rates are below the survey maximum of the market ranges. However, that does not mean the positions are underpaid. A more accurate analysis is to analyze if the current pay is within the labor market. When that is done, the data shows the majority of Montague’s rates of pay are within the labor market. A few titles are in fact paid at a rate below the minimum of the labor market. A summary of the maximum pay survey analysis is attached, and the entire survey has been provided electronically.

Of note is the fact that the Town of Montague pay ranges are approximately 22%. The industry standard and recommended pay range is 25% to 30%.

The following Table highlights some additional challenges when reviewing survey data and should be taken into consideration when making evaluative determinations.

FACTOR	DISCUSSION
Title Comparison	A survey of titles can be challenging. Oftentimes, the same title in another municipality may have different levels of responsibility, which can skew the results.
Data Points	The Collins Center provided analysis with three data points or greater. Using fewer than three data points can have a skewed average and median and is not mathematically accurate.
Specialized Positions	Positions titles such as Airport Manager and Clean Water Superintendent can vary across municipalities. For example, the Airport Manager could be for a small or large airport and the Clean Water Superintendent could be operating a facility with a higher or lower level of required license.
Differential or Supplemental Pay	Many positions have stipends or differentials added to base pay such as educational, licenses or certification stipends, which can skew data, particularly in the public safety field
Organizational/Staffing Structure	Staffing levels and classification structures can impact salary survey results. For example, a large municipality may have more positions, which may be specialized, or have narrow responsibilities, whereas a smaller municipality, with fewer staff, may have broader responsibilities within a title.
Reporting Relationship	Depending on the municipality and organizational structure, titles may not be truly comparable. In larger municipalities, the same title can be a department head, division head, or professional staff.
Salary Ranges	It is common for salary ranges to be outdated, which contributes to data being skewed. Even though many municipalities report minimum salary ranges, it is not known if they actually hire or compensate employees at the minimum.

As detailed in the Table above, not all positions have a counterpart in other municipalities and no exact pay rate comparison can be made. However, the Collins Center is able to “benchmark” the titles by grouping them based on the application of the evaluation system discussed above and determine the relative pay for all positions in a recommended grade.

Development of the Salary Schedule

In classification evaluation, it is important to note that each municipality is different and the comparability within an organization is as important, if not more so, than external comparability.

In reviewing salary data it is critical to remember that a classification and compensation structure is based on the sum of the parts of the positions classified in the same grade and not about an individual data point within a survey. (see Table above). In developing the recommended salary schedule, the Collins Center coalesced the position classification with the results of the salary survey to establish salary ranges for each of the grades. The salary ranges were established by evaluating the median and average maximum pay with respect to the existing pay of the positions in each grade. A standard compensation plan, with standard ranges and policies is key to an equitable system. The following Table represents the recommended salary schedule.

Recommended Grade	Recommended Minimum	Recommended Maximum
A	\$48.51	\$64.00
B	\$41.67	\$55.00
C	\$37.90	\$50.00
D	\$30.32	\$40.00
E	\$27.27	\$36.00
F	\$25.02	\$33.00
G	\$22.75	\$30.00
H	\$21.21	\$28.00
I	\$17.43	\$23.00

Implementation

The Collins Center recommends the Town adopt a 15-step compensation plan with 2% between each step. The Town should place employees on the step closest to the current rate, without a decrease. The Town will need to make policy decisions about placement in the scales, adjustments for years of service in title or and in regard to applying across the board or cost of living adjustments (COLA) to the entire pay scale. The Center has also provided a few additional sample schedules to enable the Town to conduct analysis on cost of implementations.

While it is up to the Town to determine how to implement. Some municipalities place employees on the scale that provides for an increase. Others provide longevity pay based on years of services and/or place employees on the scale based on years of service. For example, if an employee has 20 years of experience, they could be placed one or two steps higher than they would be placed. The Center is happy to advise on various implementation possibilities

Conclusion

The Collins Center would like to thank those who participated in the process. We are grateful to the Town for the assistance in the facilitation of this project. We believe the recommended position descriptions and recommended classification and compensation plan will serve the Town well for many years to come.

Summary of Labor Market Maximum Salary

DEPARTMENT	EXISTING TITLE	MONTAGUE MINIMUM HOURLY RATE	MONTAGUE MAXIMUM HOURLY RATE	SURVEY AVERAGE MAXIMUM	SURVEY MEDIAN MAXIMUM	MONTAGUE MINUS AVERAGE MAXIMUM	MONTAGUE MINUS MEDIAN MAXIMUM
Selectboard	Town Administrator	\$51.77	\$63.71	\$52.82	\$48.08	\$10.89	\$15.63
Police	Chief of Police	\$50.42	\$54.09	\$54.50	\$52.72	(\$0.41)	\$1.38
DPW	Superintendent	\$39.96	\$49.17	\$50.37	\$50.82	(\$1.20)	(\$1.65)
Clean Water Facility	Superintendent	\$39.96	\$49.17	\$43.28	\$42.41	\$5.90	\$6.77
Airport	Airport Manager	\$24.40	\$30.02	\$47.61	\$46.66	(\$17.59)	(\$16.64)
Building Inspector	Building Inspector	\$36.06	\$44.17	\$44.25	\$45.67	(\$0.08)	(\$1.50)
Council on Aging	Council on Aging Director	\$33.94	\$41.56	\$40.15	\$39.68	\$1.41	\$1.89
Board of Assessors	Director of Assessing	\$36.06	\$44.17	\$40.79	\$44.37	\$3.38	(\$0.20)
Board of Health	Director of Health	\$36.06	\$44.17	\$48.12	\$46.36	(\$3.96)	(\$2.19)
Libraries	Director of Libraries	\$36.06	\$44.17	\$37.72	\$36.45	\$6.45	\$7.72
Parks and Recreation	Director of Parks & Recreation	\$33.66	\$41.22	\$44.99	\$46.69	(\$3.76)	(\$5.47)
Planning	Director of Planning & Comm Dev	\$36.06	\$44.17	\$48.13	\$49.68	(\$3.96)	(\$5.51)
Town Accountant	Town Accountant	\$36.06	\$44.17	\$42.67	\$44.01	\$1.50	\$0.16
Town Clerk	Town Clerk	\$36.06	\$44.17	\$37.26	\$37.69	\$6.91	\$6.48
Treasurer/Tax Collector	Treasurer/Tax Collector	\$36.06	\$44.17	\$38.93	\$38.83	\$5.23	\$5.34
Clean Water Facility	Foreman	\$29.58	\$36.23	\$35.70	\$35.90	\$0.53	\$0.33
DPW	Working Foreman	\$29.58	\$36.23	\$32.71	\$32.45	\$3.52	\$3.78
Libraries	Children's Librarian	\$24.40	\$30.02	\$30.61	\$29.33	(\$0.59)	\$0.69
Dispatch	Dispatch/Office Manager	\$24.40	\$30.02	\$38.80	\$36.88	(\$8.78)	(\$6.86)
Selectboard	Executive Assistant	\$24.40	\$30.02	\$34.07	\$32.34	(\$4.05)	(\$2.32)
Clean Water Facility	Lead Operator	\$24.52	\$30.04	\$34.54	\$33.07	(\$4.50)	(\$3.03)
DPW	Office Manager	\$24.40	\$30.02	\$32.56	\$30.56	(\$2.54)	(\$0.54)
DPW	Shop Foreman	\$24.40	\$30.02	\$33.20	\$32.45	(\$3.18)	(\$2.43)
Planning	Assistant Planner	\$22.60	\$27.81	\$38.81	\$36.88	(\$11.00)	(\$9.07)
Town Clerk	Assistant Town Clerk	\$22.60	\$27.81	\$29.07	\$30.43	(\$1.26)	(\$2.62)
Treasurer/Tax Collector	Assistant Treasurer/Tax Collector	\$22.60	\$27.81	\$30.16	\$29.83	(\$2.35)	(\$2.02)

DEPARTMENT	EXISTING TITLE	MONTAGUE MINIMUM HOURLY RATE	MONTAGUE MAXIMUM HOURLY RATE	SURVEY AVERAGE MAXIMUM	SURVEY MEDIAN MAXIMUM	MONTAGUE MINUS AVERAGE MAXIMUM	MONTAGUE MINUS MEDIAN MAXIMUM
Dispatch	Dispatcher	\$22.60	\$27.81	\$27.53	\$27.63	\$0.28	\$0.18
DPW	Heavy Equipment Operator	\$22.71	\$27.82	\$26.41	\$26.09	\$1.42	\$1.73
Clean Water Facility	Lab Manager	\$22.60	\$27.81	\$32.96	\$31.80	(\$5.15)	(\$3.99)
Clean Water Facility	Wastewater Technician	\$22.71	\$27.82	\$27.56	\$26.90	\$0.26	\$0.92
Board of Assessors	Assessing Technician	\$19.28	\$23.72	\$29.05	\$28.00	(\$5.33)	(\$4.28)
DPW	Building Maintenance	\$20.84	\$25.52	\$29.91	\$30.03	(\$4.39)	(\$4.51)
DPW	Truck Driver/Laborer	\$20.84	\$25.52	\$26.09	\$26.10	(\$0.57)	(\$0.58)
Board of Health	Administrative Assistant	\$19.28	\$23.72	\$23.05	\$22.01	\$0.67	\$1.72
Building Inspector	Administrative Assistant	\$19.28	\$23.72	\$27.80	\$28.19	(\$4.08)	(\$4.47)
Parks and Recreation	Administrative Assistant	\$19.28	\$23.72	\$28.50	\$28.20	(\$4.78)	(\$4.48)
Selectboard	Administrative Assistant	\$19.28	\$23.72	\$24.92	\$23.87	(\$1.20)	(\$0.15)
Town Clerk	Administrative Assistant	\$19.28	\$23.72	\$26.73	\$25.71	(\$3.01)	(\$1.99)
DPW	Custodian	\$16.43	\$20.12	\$22.41	\$21.44	(\$2.29)	(\$1.32)
Clean Water Facility	Laborer/Operator	\$19.36	\$23.74	\$26.74	\$25.92	(\$3.00)	(\$2.18)
Libraries	Library Assistant	\$16.35	\$20.12	\$20.32	\$19.40	(\$0.20)	\$0.72
Police	Lieutenant	\$40.11	\$44.50	\$48.16	\$44.89	(\$3.66)	(\$0.39)
Police	Sergeant	\$33.28	\$37.40	\$34.97	\$35.80	\$2.43	\$1.60
Police	Detective	\$26.65	\$35.09	\$34.71	\$34.92	\$0.39	\$0.17
Police	Patrolman	\$24.59	\$32.35	\$27.99	\$28.79	\$4.37	\$3.57

Note: Survey data for titles that did not have a least three data points for comparison have been provided to the Town but are not included in the Table

Sample Compensation Schedule – 15 Steps with 2% increments

Step - Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	\$48.51	\$49.48	\$50.47	\$51.48	\$52.51	\$53.56	\$54.63	\$55.72	\$56.83	\$57.97	\$59.13	\$60.31	\$61.52	\$62.75	\$64.00
B	\$41.67	\$42.50	\$43.35	\$44.22	\$45.10	\$46.00	\$46.92	\$47.86	\$48.82	\$49.80	\$50.80	\$51.82	\$52.86	\$53.92	\$55.00
C	\$37.90	\$38.66	\$39.43	\$40.22	\$41.02	\$41.84	\$42.68	\$43.53	\$44.40	\$45.29	\$46.20	\$47.12	\$48.06	\$49.02	\$50.00
D	\$30.32	\$30.93	\$31.55	\$32.18	\$32.82	\$33.48	\$34.15	\$34.83	\$35.53	\$36.24	\$36.96	\$37.70	\$38.45	\$39.22	\$40.00
E	\$27.27	\$27.82	\$28.38	\$28.95	\$29.53	\$30.12	\$30.72	\$31.33	\$31.96	\$32.60	\$33.25	\$33.92	\$34.60	\$35.29	\$36.00
F	\$25.02	\$25.52	\$26.03	\$26.55	\$27.08	\$27.62	\$28.17	\$28.73	\$29.30	\$29.89	\$30.49	\$31.10	\$31.72	\$32.35	\$33.00
G	\$22.75	\$23.21	\$23.67	\$24.14	\$24.62	\$25.11	\$25.61	\$26.12	\$26.64	\$27.17	\$27.71	\$28.26	\$28.83	\$29.41	\$30.00
H	\$21.21	\$21.63	\$22.06	\$22.50	\$22.95	\$23.41	\$23.88	\$24.36	\$24.85	\$25.35	\$25.86	\$26.38	\$26.91	\$27.45	\$28.00
I	\$17.43	\$17.78	\$18.14	\$18.50	\$18.87	\$19.25	\$19.63	\$20.02	\$20.42	\$20.83	\$21.25	\$21.68	\$22.11	\$22.55	\$23.00

Sample Compensation Schedule – 12 Steps with 2.5% increments

Step - Grade	1	2	3	4	5	6	7	8	9	10	11	12
A	\$48.78	\$50.00	\$51.25	\$52.53	\$53.84	\$55.19	\$56.57	\$57.98	\$59.43	\$60.92	\$62.44	\$64.00
B	\$41.90	\$42.95	\$44.02	\$45.12	\$46.25	\$47.41	\$48.60	\$49.82	\$51.07	\$52.35	\$53.66	\$55.00
C	\$38.11	\$39.06	\$40.04	\$41.04	\$42.07	\$43.12	\$44.20	\$45.30	\$46.43	\$47.59	\$48.78	\$50.00
D	\$30.49	\$31.25	\$32.03	\$32.83	\$33.65	\$34.49	\$35.35	\$36.23	\$37.14	\$38.07	\$39.02	\$40.00
E	\$27.41	\$28.10	\$28.80	\$29.52	\$30.26	\$31.02	\$31.80	\$32.60	\$33.42	\$34.26	\$35.12	\$36.00
F	\$25.15	\$25.78	\$26.42	\$27.08	\$27.76	\$28.45	\$29.16	\$29.89	\$30.64	\$31.41	\$32.20	\$33.00
G	\$22.86	\$23.43	\$24.02	\$24.62	\$25.24	\$25.87	\$26.52	\$27.18	\$27.86	\$28.56	\$29.27	\$30.00
H	\$21.35	\$21.88	\$22.43	\$22.99	\$23.56	\$24.15	\$24.75	\$25.37	\$26.00	\$26.65	\$27.32	\$28.00
I	\$17.53	\$17.97	\$18.42	\$18.88	\$19.35	\$19.83	\$20.33	\$20.84	\$21.36	\$21.89	\$22.44	\$23.00



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Suzanne Lomanto

Name of business/group sponsoring proposed event if applicable: River Culture

If applicable, number of years your organization has been running this event in Montague?

Address 1 Avenue A Turners Falls

Contact phone 413-863-3200 Contact email riverculture@montague-ma.gov
ext 115

FID

Dates of proposed event 9/27/24 Location: Bandshell

Hours 4-9pm Set Up: 4pm Clean Up: 8:30pm

Approximate number of people expected to attend 80

What provisions will be made regarding clean up of site?

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other

Rain date
Sunday, 9/29 2-5pm

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Jazz event featuring group
"ASK me now"

Fully & specifically describe the premises upon which the proposed event is to take place.

Peskeompskut Park bands shell

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services

N/A

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

N/A

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

Police are on call

What provisions will be made regarding first aid and emergency medical care?

First aid kit inside the electrical box

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations?

Yes - up to 4 lawn signs

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$3 Million Group.

N/A

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant _____

[Handwritten Signature]

Date _____

9/4/24

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments

[Handwritten Signature]

Date: _____

Date: 5-5-24

BOARD OF HEALTH – Approval / Comments

Date: _____



AUTHORIZATION TO DISBURSE
Invoice # 47081543
TOWN OF MONTAGUE FY22.23 CDBG
FY22.23 Hillcrest Park Construction(6C)
Contractor: SITE SPECIFICS, LLC
P. O. Box 325
Rochester, MA 02770

7A

Date: August 20, 2024

Total Contract	221,167.00
Total Paid to Date:	-
Balance:	221,167.00
This Invoice: \$221,167.00	
Paid from FY22.23 Grant	176,781.00
Paid from HRA Held Program Income	\$44,386.00
Balance:	-

Work Items Complete: Custom Designed Play Structures per drawing; FAC discount, Freight, Installation, Poured-in Place Rubber Surfacing

See attached invoice dated: August 19, 2024	FY22.23 MONT \$221,167.00
---	--

I reviewed this invoice on 08/20/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$221,167.00**



Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard



Site Specifics, LLC
 PO Box 325
 Rochester, MA 02770

Invoice

Date 8/19/2024
 Invoice # 47081543

Bill To

Town of Montague
 One Avenue A
 Montague, MA 01376

Ship To

30 Grisworld St
 Turners Falls, MA 01376

P.O. # CDBG FY22.23...
 Terms Net 30

Ship Date 8/19/2024
 Due Date 9/18/2024
 Other

Item	Description	Qty	Price	Amount
KCCustom	Custom Designed Play Structures per drawing R0047_4544334606	1	105,493.00	105,493.00
FAC122	FAC122 Discount		-18,757.00	-18,757.00
FGT	Freight		5,431.00	5,431.00
Install	Factory Authorized Installation using FAC122		45,000.00	45,000.00
PiP	Poured in Place Rubber Surfacing, 50% green, 50% black; 50% Red, 50% Black, Furnished and Installed		84,000.00	84,000.00
PO# CDBG FY22.23-101				
FAC122 Vendor Code VC0000392306				
			Subtotal	\$221,167.00
			Sales Tax (6.25%)	\$0.00
			Total	\$221,167.00

Site Specifics, LLC
 cindy@sitespecifics.net
 www.sitespecifics.net

888-551-3155
 508-763-0208

Payments/Credits \$0.00
 Balance Due \$221,167.00









AUTHORIZATION TO DISBURSE

Invoice # 2022.2023 - 4

7B

**Project: Hillcrest Park Construction(6C)
TOWN OF MONTAGUE FY22.23 CDBG**

**Contractor: CLAYTON D. DAVENPORT TRUCKING, INC.
130 Colrain Street, Greenfield, MA 01301**

Date: August 21, 2024

Total Contract	267,658.00
Change Order #2	16,455.00
Change Order #3	4,225.00
Total Paid to Date:	221,182.50
Balance:	67,155.50
This Invoice:	52,738.50
Balance:	14,417.00

Work Items Complete: Mobilization and General; Erosion and Sediment Control, Bituminous Concrete Pavement; Seeding; CO#3 Erosion Control Blanket for the period up to August 21, 2024

See attached invoice dated: August 21, 2024	FY22.23 MONT \$52,738.50
---	---

I reviewed this invoice on 08/21/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$52,738.50**.

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

PAYMENT APPLICATION

TO: Town of Montague 1 Avenue A Turners Falls, MA 01376 Attn:	PROJECT NAME AND LOCATION: Montague Neighborhood Park Montague Hillcrest park Griswold Street	APPLICATION # 4 PERIOD THRU: 08/19/2024 PROJECT #s:	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: Clayton D Davenport Trucking Inc 130 Colrain Street Greenfield, MA 01301	ARCHITECT: The Berkshire Design Group, Inc. 4 Allen Place Northampton, MA 01060	DATE OF CONTRACT: 05/30/2024	
FOR: Montague Hillcrest			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$267,658.00
2. SUM OF ALL CHANGE ORDERS	\$20,680.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$288,338.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$288,338.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$14,417.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$14,417.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$273,921.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$221,182.50
8. PAYMENT DUE	\$52,738.50
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$14,417.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Clayton D Davenport Trucking Inc

By: Clayton D Davenport Date: 8/20/2024

State of: Massachusetts

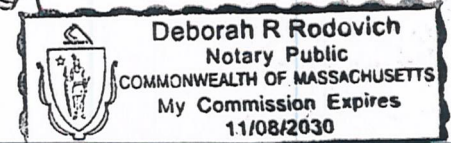
County of: Franklin

Subscribed and sworn to before

me this 20 day of August, 2024

Deborah R Rodovich
 Notary Public: Deborah R. Rodovich

My Commission Expires: November 8, 2030



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$52,738.50

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Angie Samill
 By: _____ Date: 8/21/2024

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$16,455.00	\$0.00
Total approved this month	\$4,225.00	\$0.00
TOTALS	\$20,680.00	\$0.00
NET CHANGES	\$20,680.00	

CONTINUATION PAGE

PROJECT: Montague Neighborhood Park
Montague Hillcrest park

APPLICATION #: 4
DATE OF APPLICATION: 08/19/2024
PERIOD THRU: 08/19/2024
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)				
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD										
01-1000	Mobilization and General \$22,000.00 PER LS	1.00	\$22,000.00	0.75	\$16,500.00	0.25	\$5,500.00	0.00	\$0.00	1.00	\$22,000.00	100.00%	0.00	\$0.00	
31-2000	Site Demolition Clearing and \$42,000.00 PER LS	1.00	\$42,000.00	1.00	\$42,000.00	0.00	\$0.00	0.00	\$0.00	1.00	\$42,000.00	100.00%	0.00	\$0.00	
31-2500	Erosion and Sediment Control \$3,158.00 PER LS	1.00	\$3,158.00	0.75	\$2,368.50	0.25	\$789.50	0.00	\$0.00	1.00	\$3,158.00	100.00%	0.00	\$0.00	
31-5001	Excavation Filling and Grading \$54,500.00 PER LS	1.00	\$54,500.00	1.00	\$54,500.00	0.00	\$0.00	0.00	\$0.00	1.00	\$54,500.00	100.00%	0.00	\$0.00	
32-1216	Bituminous Concrete Pavement \$35,000.00 PER LS	1.00	\$35,000.00	0.00	\$0.00	1.00	\$35,000.00	0.00	\$0.00	1.00	\$35,000.00	100.00%	0.00	\$0.00	
32-2000	Site Improvements \$15,000.00 PER LS	1.00	\$15,000.00	1.00	\$15,000.00	0.00	\$0.00	0.00	\$0.00	1.00	\$15,000.00	100.00%	0.00	\$0.00	
32-9200	Seeding \$10,000.00 PER LS	1.00	\$10,000.00	0.00	\$0.00	1.00	\$10,000.00	0.00	\$0.00	1.00	\$10,000.00	100.00%	0.00	\$0.00	
33*4100	Utilities \$72,000.00 PER LS	1.00	\$72,000.00	1.00	\$72,000.00	0.00	\$0.00	0.00	\$0.00	1.00	\$72,000.00	100.00%	0.00	\$0.00	
33-1300	Cast In place Concrete \$14,000.00 PER LS	1.00	\$14,000.00	1.00	\$14,000.00	0.00	\$0.00	0.00	\$0.00	1.00	\$14,000.00	100.00%	0.00	\$0.00	
34	CO 1 Changing Schedule Of \$0.00 PER	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	
35	Change Order # 2 \$16,455.00 PER LS	1.00	\$16,455.00	1.00	\$16,455.00	0.00	\$0.00	0.00	\$0.00	1.00	\$16,455.00	100.00%	0.00	\$0.00	
36	CO-3 Erosion Control Blanket \$4,225.00 PER LS	1.00	\$4,225.00	0.00	\$0.00	1.00	\$4,225.00	0.00	\$0.00	1.00	\$4,225.00	100.00%	0.00	\$0.00	
TOTALS			\$288,338.00		\$232,823.50		\$55,514.50		\$0.00		\$288,338.00	100.00%	\$0.00		

TOWN OF MONTAGUE
HILLCREST NEIGHBORHOOD PLAYGROUND
CONSTRUCTION PROJECT

FUNDING SOURCE

MASS. EXECUTIVE OFFICE OF HOUSING & LIVABLE COMMUNITIES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Maura Healey, Governor
Kim Driscoll, Lt. Governor
Edward Augustus, Jr., Secretary, EOHL

MONTAGUE SELECTBOARD
RICHARD KUKLEWICZ, CHAIR
CHRISTOPHER BOUTWELL, SR
MATTHEW LORD

STEVEN ELLIS, TOWN ADMINISTRATOR
WALTER RAMSEY, ASSISTANT TOWN ADMINISTRATOR

DESIGNER

BERKSHIRE DESIGN GROUP, INC.

CONTRACTOR

CLAYTON DAVENPORT TRUCKING, INC.

ADMINISTRATING AGENT AND PROJECT MANAGER FOR THE TOWN OF MONTAGUE

FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY (HRA)













TOWN OF
MONTAGUE
MASSACHUSETTS

TOWN HALL
One Avenue A
Turners Falls, MA
01376

Selectboard Office
(413) 863-3200 ext. 108
WendyB@montague-ma.gov

August 6, 2024

Ms. Kathryn McNelis
Executive Office of Housing and Livable Communities
Department of Housing and Community Development
Commonwealth of Massachusetts
100 Cambridge Street – Suite 300
Boston, MA 02114

RE: CDBG: CDF-G-2024-MONTAGUE -01001
Response to Special Conditions

Dear Ms. McNelis:

The Town of Montague hereby certifies to the Executive Office of Housing and Livable Communities that the Town and its administering agency, Franklin County Regional Housing and Redevelopment Authority, respond to the Additional Special Conditions as follows:

1. *The contractor must submit for the Executive Office's approval the Massachusetts CDBG Program FFY 2024 Application Build America, Buy America Act (BABA) Review Documentation form for the Parking Lot re-pavement project.*

Please refer to Response #1, BABA Documentation Form

2. *The contractor must submit for the Executive Office's approval revised detailed budget for the Catholic Social Ministries(a) and resubmit a project description (b) that indicates whether this is a new service, expansion of an existing service or continuation of existing program.*

Please refer to Response #2, (a)MCSM Revised Detailed Budget and (b)Revised Project Description

3. *The contractor must submit for the Executive Office's approval a revised detailed budget for the Meals on Wheels program that identifies \$2,336.00 in personnel; \$19,172 in office supplies & operations; \$2,534.00 in other/misc.*

Please refer to Response #3, LifePath, Inc. Revised Detailed Budget for the Meals on Wheels Program.

4. *The contractor must submit for the Executive Office's approval a revised detailed budget for the Wildflower Alliance Recovery that details \$21,719.00 in personnel.*

Please refer to Response #4, Wildflower Alliance Recovery Program revised Detailed Budget.

The Town of Montague is an equal opportunity provider and employer

5. *The contractor must submit for the Executive Office's approval a revised detailed budget for the Elder Self-Sufficiency public social service program that details \$17,512 in personnel and \$3,542.00 in other/miscellaneous line items.*

Please refer to Response #5, LifePath, Inc. Revised Detailed Budget for the Elder Self-Sufficiency Program.

6. *The contractor will submit a revised Anti-Speculation and Recapture Plan that includes forgiveness at 1/15th year over the 15-year term for Owner occupants and Investor Owners and that deletes this language "However, if the title to the real estate becomes vested, legally or equitably, in any person other than the maker, whether voluntarily, involuntarily or by operation of law prior to the end of said 15 year forgiveness period or if the Maker violates any of the terms, then the amount of principal due and owing shall be the sum total of each annual pro rata share reduced on any reduction date."; and that includes provisions for hardship.*

Please refer to Response #6, revised Anti-Speculation and Recapture Plan. To Note: It was acknowledged by Kathryn McNelis, Manager, Community Development Unit and Patricia Roushanaei, Deputy Manager, Community Development Unit, that the current Plan does include provisions for hardship.

7. *The contractor will submit for the Executive Office's approval a revised Citizen Participation Plan that incorporates the allowance of written comments for public hearings.*

After communication and consultation with Kathryn McNelis, Manager, Community Development Unit and Patricia Roushanaei, Deputy Manager, Community Development Unit, it was determined that while the submitted Citizen Participation Plan does stipulate that written comments may be submitted by 4 p.m. on the day of the hearing, future public notices will clarify that written comments will be accepted before, during, and after the public hearings.

If you have any questions, please do not hesitate to contact Brian McHugh, Director of Community Development at the Franklin County Regional Housing and Redevelopment Authority, the Town of Montague's Administering Agency, at (413) 223-5224 or at bmchugh@frchra.org.

Sincerely,

Richard Kuklewicz
Chair Select Board

cc: Brian McHugh, FCRHRA
Emily McLaughlin, Program Representative, EOHLC

Massachusetts CDBG Program FFY 2024 Application
 Build America, Buy America Act (BABA)
 Review Documentation

In order to apply for FFY 2024 CDBG funds, all applicants for infrastructure projects must demonstrate consideration of BABA requirements and factor into applicable cost estimates compliance with these requirements. This form must be completed for each project that triggers compliance and uploaded to the “Miscellaneous” Tab in the application.

Infrastructure projects for this purpose are defined as “any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States”. This includes most physical activities traditionally supported by the CDBG Program including rehabilitation of buildings and real property, construction of public facilities and improvements, utilities, water systems, electrical transmission facilities, broadband and transportation infrastructures. Note: This will not likely apply to single family housing rehabilitation programs, as there is a dollar threshold that applies to individual projects and not the program as a whole.

For FFY 2024 projects funded with CDBG dollars, awardees will be required to apply the Buy America Preference (BAP) for certain products. These include iron and steel and specific construction materials (non-ferrous metals, lumber, plastic- and polymer- based composite building materials, pipe, and tube). All manufacturing processes for iron and steel, as well as construction material must occur in the U.S.

If a municipality is working with a consultant, the consultant may prepare this document, but municipal staff must also concur with the determination(s) and both persons must sign/date at the end of this document. The municipal staff signing should be a person with oversight and/or management responsibilities related to this CDBG program year, as identified in the management plan.

Name of Project:	
Project Budget (breakdown from all sources):	
1) Is this an infrastructure project, as defined in the second paragraph above?	YES NO
If yes, go to question 2.	
If no, describe directly below why this is not an infrastructure project and sign and date this document.	
2) Is the project budget from all sources more than \$250,000?	YES NO
If you answered yes to question 2, proceed to question 3.	

<p>If no, the BAP does not apply to this project. Please type DOES NOT APPLY in the row directly below and sign and date this document.</p>
<p>3) Does the project use products subject to the BAP, as defined in the third paragraph above?</p> <p>YES NO</p>
<p>If yes, please list the products and quantities directly below.</p>
<p>If no, the BAP does not apply. Please type DOES NOT APPLY in the row directly below and sign and date this document.</p>
<p>***Please Note: If the BAP applies to products in this project, you must factor this into the cost estimate, as applicable.</p>

HUD does provide three potential project-specific waivers that may be considered:

1. Is applying the BAP to this project inconsistent with the public interest?
2. Are the materials used in the project not produced in the United States or not available in sufficient quantities?
3. Would inclusion of the domestically produced materials increase the cost of the overall project by more than 25%?

If the initial analysis determined that the BAP applies to this project, but you think that one of the above waivers may apply, please indicate this below and provide the rationale. Please note, this is all new, and the process for approval of such waiver appears to be long involving multiple federal reviews and a public comment period. Completing this section is for informational purposes only and is not intended to imply that a waiver has been initiated. **Applying for a waiver could result in feasibility and timeline issues.**

<p>Please list waiver number(s) (1-3) and rationale:</p>
<p> </p>

Grantees will be required to document and collect records to demonstrate compliance with BABA requirements, including this document.

Information and guidance for the BAP may also be found at 2 CFR 184 and 2 CFR 200.322.

** Certification – By signing this document, the municipality (and consultant, if applicable) certifies that the information is accurate, prepared with due diligence and is free of misleading and/or fraudulent statements.*

Signed/Prepared by (if applicable, include title)
Director, Community Development Director, FCRHRA

Date

Signed by (municipal staff) (include title)
Town Administrator

Date

PROJECT BUDGET FORM

Program Name: Families Learning Together STRONG Program (the "Program")

Program Period: 12 months

***MCSM IS REQUESTING FUNDS STRICTLY FOR PERSONNEL**

PERSONNEL Position:	Hourly Rate	Hours Per Week	# Weeks	Total Program Cost	CDBG Cost	Non- CDBG Cost
Program Coordinator/teacher	25	17.5	44	\$19,250.00	\$18,000	\$ -
Assistant Teacher	21	8	44	\$7,329.00	\$5,500	
Executive Director/Supervisor	35	2	50	\$ 3,080.00		\$ 2,213.63
TOTAL SALARY				\$ 29,659.00	\$23,500	\$ 6,159.00
Taxes				\$ 1,126.00	\$ 500.00	\$ 626.00
Fringe				\$ 415.00		\$ 415.00
TOTAL PERSONNEL				\$ 31,200.00	\$ 24,000.00	\$ 7,200.00
ADMINISTRATIVE COSTS						
Rent, utilities, security				1,200	0	1,200
Telephone						
Insurance						
Postage						
Supplies and Materials				250	250	0
Travel/mileage						
Consultants						
Accounting				672	400	272
Reproduction/printing				500	350	150
Advertising						
Community events						
other:						
other:						
other:						
other:						
other:						
other:						
TOTAL ADMINISTRATIVE				\$ 2,622.00	\$ 1,000.00	\$ 1,622.00
TOTAL PROGRAM COSTS				\$ 33,822.00	\$ 25,000.00	\$ 8,822.00

CDBG: Summary of proposed project 2024

Families Learning Together Strong, is an expansion/continuance of Families Learning Together which is a program assisting students enrolled in the Gill Montague School District, particularly English learners. The intent is to intervene proactively, ensuring that students have the academic support they need to perform, graduate from high school and to secure employment or go on to higher education. Generally, the program offers four sessions per week, year-round, averaging about 176 sessions per year. Learning is carried out in various ways, through in-person tutoring, within groups and by virtual means. The program also includes special activities, such as family art days and holiday gatherings and is part of a slate of MCSM educational services.

Each student receives individual help, including literacy support, math, science, history tutoring, assistance with special projects and technology support. The program is set up so that older students tutor younger students. Families Learning Together provides parenting training. Parents are helped filling out school forms and understanding school requirements. Many of the participating parents have incomplete schooling. Across 2023, the program assisted 117 Gill Montague youth. Additionally, 56 adults attended the program. Six of our 11th and 12th grade students have recently been selected to join the National High School Honors Society based on academic achievement but also on their community service. During 2023 Massachusetts approved the licensure for all residents regardless of immigration. We recognized this as another opportunity to focus on family learning; students helping their parents and family members to obtain their driver's licenses. This allows everyone to be more involved in the community. For example, having a licensed caregiver helps to reduce student absenteeism during the winter. A license allows parents to attend and support their children's sports events and activities. Additionally, a license improves economic situations due to access to better jobs. This type of “families learning together” improves family dynamics and communication with both parents and caregivers using their skills to support each other. With the help of their children, parents have improved their communication skills in English, this has allowed them to create their own businesses in: construction, painting, landscaping and cleaning services because now caregivers can communicate with their clients and offer them their services! This supports the economic stability of the entire family!

We have worked very hard to increase the enjoyment of reading by having adults read to a young child so that can enjoy quality time together while enhancing reading skills. We have observed that this CDBG supported program inspires students who now see the value and importance of improving their grades in school.

Montague is a lively, diverse community. Spanish speaking migrants in town often hail from indigenous Mayan villages located in Guatemala and Mexico. Newcomers from the Dominican Republic and Puerto Rico add to the richness of cultural diversity. Programs at the Family Center are delivered by staff trained in cultural sensitivity and trauma informed techniques. Because most staff are bilingual, and several have immigrated themselves, there is a great deal of cultural empathy engendered. Importantly, MCSM staff facilitate cooperative instructional techniques that are very compatible with the cultural and linguistic sensibilities of participants.

The 2024 iteration of this program will provide educational assistance, homework help, career guidance, parent education and family/school assistance and access to support with driving permits and licensing. As mentioned above, obtaining a driver's license is an important symbolic aspect of citizenship, representing the full rights, freedom and obligations of belonging to a town. Having a license will aid employment and improve the ability to transport children to school regularly. All of the proposed program enhancements will be delivered with wrap around, trauma informed, holistic support. MCSM will continue the STEM component to the programming and job and college preparation. Part of the MCSM wrap-around educational structure includes three additional bilingual programs – (not part of the CBDG application request including,) (1. The Young Women's Initiative: a national curriculum-based program fostering leadership development and social justice programming. 2. Love2Grow, an early literacy program offering instruction, high quality board books, a home family library. 3. We will continue a novel program entitled, R.E.A.D; in response to feedback from GMRSD and local early education experts who reported that spectrum disorders among toddlers have doubled in 12 months. The R.E.A.D. program targets parents and public education. Together, the MCSM slate of educational programs will provide comprehensive support to families in a way that is culturally and linguistically respectful.

Revised Budget

Case Id: 30044
Name: LifePath, Inc. (MONT-HDM)
Address: 101 Munson St., Suite 201
Greenfield, MA 01301

Funding Source: All

Date	Funding Source	Type	Category	Amount
8/09/2024	FY24	Initial Funding	Personnel	\$2,336.00
2/15/2024	FY24	Initial Funding	Rent/Utilities	\$733.49
8/09/2024	FY24	Initial Funding	Office Supplies and Operations	\$19,172.00
2/15/2024	FY24	Initial Funding	Supplies and Materials	\$126.59
2/15/2024	FY24	Initial Funding	Travel	\$86.70
2/15/2024	FY24	Initial Funding	Professionals/Staff Training	\$10.82
8/09/2024	FY24	Initial Funding	Other/Miscellaneous	\$2,534.00
			Total	\$24,999.60

RESPONSE #4: The contractor must submit for the Executive Office's approval a revised detailed budget for the Wildflower Alliance Recovery that details \$21,719.00 in personnel.

Montague CDBG 24 Budget

	Budget	CDBG Request	Other Sources	Other Source Name	Funding Status
Personnel*	30775	21719 **	9056	Dept of Mental Health	Committed
Rent/Utilities	4008	2877	1131	Dept of Mental Health	Committed
Supp & Mat	1718	404	1314	Dept of Mental Health	Committed
Other/Misc	2863	0	2863	Dept of Mental Health	Committed
	39364	25000	14364		

*Additional funds will be used to expand 1:1 supports to include emotional support, connection to other resources, etc.

**

	TOTAL	CDBG	OTHER
Coordinator	13823	11283	2540
Advocates Typewriter	12480	7280	5200
Payroll Taxes	2630	1857	773
Fringe	1842	1299	543
TOTAL PERSONNEL	30775	21719	9056
	30775	21719	9056

Coordinator = An average of 9 to 10 hours per week will go toward CDBG work in Montague, with around eight hours covered by CDBG funds directly. Coordinator will coordinate schedules, maintain relationships with partners, Co-facilitate groups and offer direct support. Another

Advocate = 10 hours of Advocate time will go toward CDBG work in Montague, with about seven hours applied directly to CDBG funds. Advocates will co-facilitate groups and offer direct support.

Payroll/Fringe: Payroll taxes are calculated at 10% of employee costs and fringe at 7%.

Revised Budget

Case Id: 30050
Name: LifePath, Inc. (MONT-Elder SS)
Address: 101 Munson St., Suite 201
Greenfield, MA 01301

Funding Source: All

Date	Funding Source	Type	Category	Amount
8/9/24	FY24	Initial Funding	Personnel	\$17,512.00
2/15/2024	FY24	Initial Funding	Office Supplies and Operations	\$594.89
2/15/2024	FY24	Initial Funding	Supplies and Materials	\$200.15
2/15/2024	FY24	Initial Funding	Travel	\$139.95
2/15/2024	FY24	Initial Funding	Professionals/Staff Training	\$187.75
8/9/24	FY24	Initial Funding	Other/Miscellaneous	\$3,542.00
			Total	\$22,176.74

ANTI SPECULATION & RECAPTURE PLAN

Promissory Note.....	Page 2
Anti-Speculation and Recapture Plan.....	Page 4
Rental Agreement Monitoring Plan.....	Page 5
Rental Agreement.....	Page 6
Affordable Housing Restriction.....	Page 8
Consent to Affordable Housing Restriction.....	Page 16
HRA Housing Rehabilitation Loan Program Subordination, Transfer, and Forgiveness Policy.....	Page 21

PROMISSORY NOTE

Amount: \$
Turners Falls, MA
21, 2024

Date: August

FOR VALUE RECEIVED, I (WE) ("Maker(s)"), jointly and severally, promise to pay to FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY ("AUTHORITY") or order, the sum of **Dollars (\$)** without interest (except as hereafter provided) as follows:

The principal amount of \$xx,xxx.xx shall be reduced on a pro rata basis beginning on the first year anniversary date of this note and then upon each year anniversary date thereafter ("reduction date"), until 15 years from the date of this note (1/15 of the principal reduced per year) when said principal amount, or any remaining portion thereof, shall no longer be due and payable ("forgiveness period").

The maker(s) agree to notify the holder of this note upon such transfer of title. The maker(s) further acknowledges that the property will be the principal residence of the maker(s). In consideration of the grant of this loan to the maker(s), and to prevent waste impairment or deterioration of the Property secured by this loan, maker(s) agrees and undertakes that for so long as this loan is in force and effect and has not been discharged, maker(s) shall occupy the subject premises as maker(s) principal residence. Furthermore, maker(s) shall not sell, convey or transfer the property or any part thereof or interest therein on terms or under circumstances without the Agency's or Lender's prior consent.

The purpose of this note is to fund the rehabilitation of the property described in the mortgage securing this note and the funds will be advanced in installments as rehabilitation progresses. In the event that the maker(s) violate any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Authority in its sole discretion, it shall have the right to withhold further advances and may also demand payment of all funds previously advanced hereunder.

The maker(s) and each of them severally waive demand, notice and protest.

The maker(s) agree that the holder of this note shall have the right, without notice, to deal in any way at any time with any such party or to grant to any such party any extensions of time for payment of any said indebtedness or any other indulgences or forbearances whatsoever without in any way affecting the personal liability of any party hereunder.

The maker(s) shall have the right to prepay this note in full at any time but shall have no right to make partial payments.

This note is secured by a mortgage of real estate located at
, MA

In the presence of:

Witness

Homeowner

Witness

Homeowner

ANTI-SPECULATION AND RECAPTURE PLAN:

The Town(s) wish to discourage real estate speculation and thus incorporate this plan as part of this FY 2024 Community Development Block Grant Program (“the Program”).

Housing Rehabilitation:

“Owner-occupied” is defined as a property of no more than four (4) units, one of which is occupied by the owner. All other properties are considered “investor-owned”.

1. Owner-Occupied properties (Single Family or Multi-family with no more than 4 units). Rehabilitation funds loaned to Owner-Occupants will be in the form of a 0% interest Deferred Payment Loan (DPL) whereby the DPL will be reduced on a pro rata basis beginning on the first year anniversary date of the original note and then upon each year anniversary date thereafter, until 15 years from the date of the note (1/15th of the principal reduced per year) when said principal amount, or any remaining portion thereof, shall no longer be due and payable. The DPL will be enforced through a recorded mortgage lien on the property.

Rehabilitation assistance for owner-occupied properties will be secured by a mortgage or lien on the subject property that includes language restricting rent levels in low and moderate income units for a minimum of fifteen years – or as long as the loan is outstanding. As part of the loan agreement, the multi-family owner-occupant must sign a rental agreement, which limits rents and rent increases for a period of fifteen (15) years following the completion of rehabilitation. For fifteen years following the completion of rehabilitation, owners must rent to low and moderate-income tenants and keep the rents stable [to the lesser of the Section 8 existing Housing Program Fair Market rents as established by the U.S. Department of Housing and Urban Development (HUD) for the area pursuant to 24 CFR 888 or the High HOME Rents established by HUD pursuant to 24 CFR 92.252(a)(2), unless the current (base) rent is below the lesser of the two, in which case the Section 8 Annual Adjustment Factor should be applied to the base rent]. The owner must notify the Franklin County Regional Housing and Redevelopment Authority (HRA) of vacant units and must be willing to rent to subsidized tenants.

2. Investor-Owned properties. Rehabilitation funds loaned to investor-owners will be in the form of a full 0% interest Deferred Payment Loan (DPL). The DPL will be repaid upon the sale or transfer of the property with no interest assessed or will be discharged 15 years from the date of the original note (homeowner to be responsible for recording discharge at the Registry of Deeds and paying any and all associated fees). The DPL will be secured by a mortgage lien, and the affordability requirements will be secured by a recorded **Affordable Housing Restriction (AHR)**¹ on the subject property that runs with the land, and that includes language restricting rent levels in low and moderate income units for a minimum of fifteen (15) years. The AHR will be executed for all investor-owned properties, and recorded at the registry of deeds, as directed by EOHLIC.

¹ The Affordable Housing Restriction is provided by the MA Executive Office of Housing and Livable Communities and is attached.

Rental Agreement Monitoring Plan:

The following plan will be in effect through the expiration of all rental agreements:

1. Upon closing of the landlord's rehabilitation loan, a copy of the rental agreement is sent to the tenant(s) along with a cover letter asking them to notify the HRA in the event the landlord violates this agreement.
2. HRA will maintain separate files on each tenant. One year after the final inspection of completed work, HRA will send a rental verification form to the occupying tenant(s) to be completed and returned directly to the HRA. This will be done yearly until the expiration of the rental agreement.
3. If the landlord is found to be in default of the rental agreement, at the discretion of the HRA the landlord must repay the tenant any overcharge plus interest and/or must repay the rehabilitation loan. The circumstances of each default case may vary; therefore, the HRA will look at each case on an individual basis and rectify the default accordingly.

FRANKLIN COUNTY REGIONAL HOUSING
AND REDEVELOPMENT AUTHORITY
RENTAL AGREEMENT

The undersigned, being an Owner Occupant borrower under the Community Development Block Grants from the Commonwealth of Massachusetts known as «Grant» **HOUSING REHAB PROGRAM**, (“Programs”), and being identified as Application «Grant_Application» in part consideration for being given a loan under these Programs (“the Loan”) and pursuant to the requirements of said Programs, hereby agree as follows:

1. The rent for apartment located at «Apt Address 1», «Apt », «Apt Address 2», will remain at the present rent charge of **\$«RENT AMT»** per month **with «UTILITIES INCL»** for a period of **FIFTEEN (15) YEARS FROM THE DATE OF FINAL INSPECTION OF COMPLETED WORK** by the Authority, which is to be financed in whole or in part by the Rehabilitation Loan Program. I (we) further certify that any increases in this base rent for a period of FIFTEEN (15) YEARS will be solely and directly due to pro-rata share of increased operating expenses or additional capital improvements not to exceed established Department of Housing and Urban Development Fair Market and/or High HOME Rents. I (we) further understand that I (we) are eligible to apply for the annual adjustment increase upon the expiration of the current lease and annually thereafter for the duration of the Rental Agreement or at the change of tenancy and annually thereafter if there is no lease.
2. For a period of FIFTEEN (15) YEARS I (we) agree to rent the unit for which said loan is being made only to tenant(s) of low or moderate income as defined by said Program.
3. For a period of FIFTEEN (15) YEARS I (we) agree that I (we) will not increase the rental payments of said unit without authorization from the Authority in writing and shall verify annually to the satisfaction of the Authority that said rental has not been increased.
4. If said unit is presently vacant or becomes vacant hereafter, I (we) agree not to rent said unit to a person other than a low or moderate income individual(s) and to obtain the Authority’s approval in writing *prior to committing to such tenancy*, so that such prospective tenant is income eligible, and there has been no increase in the rental terms, unless authorized by the Authority in writing.
5. The owner(s) shall agree to notify the Authority in writing prior to any SALE or TRANSFER of said property which shall be contingent upon the transfer of this Agreement to the new owner(s) as long as the loan remains outstanding.

Town Name HOUSING REHABILITATION PROGRAM
AFFORDABLE HOUSING RESTRICTION

Name ____, *Title* ____, under declaration of trust dated _____ recorded with the ____ Registry of Deeds in Book ____, Page ____, with an address of _____, (the "Borrower"), grants with quitclaim covenants to The Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, having a mailing address of 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114, its successors and permitted assigns ("EOHLC"), and to the *Name of City/Town* ____ having a mailing address at *Address* ____ (the "Municipality"), exclusively for the purpose of ensuring retention of housing for occupancy by low and moderate income persons and families, the following described Affordable Housing Restriction on a parcel of land located at *Address* ____ in *City/Town* ____, Massachusetts, said parcel being more particularly described in Exhibit A attached hereto (the "Premises").

RECITALS

A. The Borrower intends to renovate or construct and develop the building(s) on the Premises in order to provide for *Number of units* __ units of multi-family rental housing (the "Project"), of which not less than *Number of affordable units* __ units (the "Mass CDBG Units") shall be leased to Low and Moderate Income Households (as defined below) in accordance with the terms of this Affordable Housing Restriction.

B. The Municipality is providing a loan to the Borrower as financial assistance for the Project, which loan is funded with the proceeds of a grant to the Municipality from EOHLC under the Massachusetts Community Development Block Grant Program (the "Mass CDBG Program"), utilizing Community Development Block Grant ("CDBG") funds of the United States Department of Housing and Urban Development ("HUD") pursuant to 24 C.F.R. Part 570 (the "CDBG Regulations").

RESTRICTION

NOW, THEREFORE, for valuable consideration received, the Borrower grants this Affordable Housing Restriction to the Municipality and EOHLC, upon the following terms, in accordance with M.G.L. c. 184, §31-33 and as otherwise authorized by law:

1. The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as affordable housing for occupancy by low and moderate income persons or families.
2. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises for a term of fifteen (15) years following completion of the Project (as defined below), which shall in no event occur later than three (3) months after the date hereof, binding upon the Borrower's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Borrower, and (iii) shall bind the Borrower and its successors and assigns (and the benefits shall inure jointly and severally to EOHLC and the Municipality and to any past, present or prospective tenant of the Premises). The Borrower acknowledges that it has received assistance from the Municipality in rehabilitating the Premises as affordable rental housing, which assistance includes a loan from the Municipality funded with the proceeds of an award to the Municipality from EOHLC under the Mass. CDBG Program. This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. The Premises shall be used only for the Project. The Borrower shall rehabilitate and operate the Project in accordance with the plans and specifications, financial projections, and marketing and management plans approved by the Municipality and EOHLC. Each unit in the Project, except for Single Room Occupancy Units, shall contain complete facilities for living, sleeping, eating, cooking and sanitation, which are to be used on other than a transient basis. Each unit in the Project shall comply with all applicable federal, state and local health, safety, building, environmental and other laws, codes, ordinances and regulations, including without limitation those relating to the operation of adaptable and accessible housing for the handicapped, those relating to the removal of lead-based paint and other environmental hazards, and the housing quality standards set forth in the HUD regulations at 24 C.F.R. §882.109 or any successor thereto.

4. (a) During the term of this Affordable Housing Restriction, % of affordable units units in the Project shall be leased exclusively to persons or families whose annual incomes are less than eighty percent (80%) of the median income for the Area (as defined below) ("Low and Moderate Income Households") based on family size as determined by HUD. The "Area" is defined as Applicable Statistical Area. A Household's annual income shall be the anticipated total income from all sources received by the Household's head and spouse (even if temporarily absent) and by each additional member of the Household (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. Part 5.609 (or any successor regulations).

(b) Additionally, the monthly rent charged to tenants of the Mass CDBG Units in the Project shall not exceed the lesser of:

(i) The fair market rent for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 C.F.R. §888.111 (or successor regulations), less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant; or

(ii) An amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the federal Home Investment Partnerships Program (the "HOME Program")) of the median income for the Area, as determined by HUD, with adjustment for the number of bedrooms in the unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause (ii), the Borrower shall subtract from the above amount an allowance for any utilities and services (excluding telephone) to be paid by the resident. Monthly adjusted income shall equal one-twelfth of adjusted income. Adjusted income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation thereto) using assumptions provided by HUD.

(c) If at any time less than the required percentage of units in the Project are leased, rented or occupied by Low and Moderate Income Households as a result of increases in the incomes of existing tenants, the next available units shall all be leased, rented or otherwise made available to Low and Moderate Income Households until the required percentage of units occupied by Low and Moderate Income Households is again obtained. In addition to the foregoing, a Household which no longer qualifies as a Low or Moderate Income Household as a result of increased income must pay as monthly rent the lesser of (x) the maximum amount payable by the Household under the laws of the Municipality or The Commonwealth of Massachusetts or (y) thirty percent (30%) of the Household's monthly adjusted income (as defined above) as recertified annually.

5. The Borrower represents, warrants and covenants that the determination of whether a Household meets the income requirements set forth herein shall be made by Borrower at the time of leasing each Mass CDBG Unit in the Project and thereafter at least annually on the basis of the current income of such Household. Borrower shall maintain as part of its Project records copies of all leases of Mass CDBG Units in the Project and all initial and annual income certifications by tenants of the Mass CDBG Units. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Municipality annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Household occupying a Mass CDBG Unit at the Project. With respect to Households who moved to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Households at the time of their initial occupancy at the Project. The annual reports shall be in a form approved by the Municipality and shall contain such supporting documentation as the Municipality shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to the Municipality such additional reports as EOHLC or the Municipality may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the Mass CDBG Program, including without limitation all information required for the Quarterly Activity Reports to be filed by the Municipality within ten (10) days after the end of each calendar quarter and for the Close-Out Report to be filed by the Municipality upon completion of the Project, each as required by the Massachusetts CDBG Program.

6. Prior to initial occupancy of the Project and annually thereafter as part of the annual reports required under Section 5 above, Borrower shall submit to the Municipality a proposed schedule of monthly rents and monthly allowances for utilities and services for all Mass CDBG Units in the Project. The rent schedule shall include both the maximum rents applicable to units under Subsection 4(b) above as well as the actual rents to be charged to over-income Households under Subsection 4(c) above. Such schedule shall be subject to the approval of the Municipality for compliance with the requirements of Section 4 above. After approval of a schedule of rents and allowances by the Municipality, rents shall not be increased without the Municipality's prior written approval of either (x) a specific request by Borrower for a rent increase or (y) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

7. (a) The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to, a holder of a certificate under the Federal Rental Certificate Program or a rental voucher under the Federal Rental Voucher Program (24 C.F.R. Part 982) or a holder of a comparable document evidencing participation in any state or federal tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, rental voucher or comparable tenant-based assistance document.

(b) The Borrower shall adopt and submit to Municipality for approval resident selection policies and criteria acceptable to the Municipality that:

(i) Are consistent with the purpose of providing housing for Low and Moderate Income Households, as defined above and required herein;

(ii) Are reasonably related to income eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(iii) Provide for (x) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Borrower shall also provide the Municipality with an affirmative fair housing marketing plan acceptable to the Municipality and EOHLC. The affirmative fair housing marketing plan must comply with all applicable statutes, regulations and executive orders and with any EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. For projects located in the Boston PMSA, the Borrower shall notify the City of Boston's Metrolist (Metropolitan Boston Housing Opportunity Clearance Center) of the availability of any Mass CDBG Units. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

8. The Borrower shall not include in any lease for a Mass CDBG Unit in the Project any of the following provisions:

- (a) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.
- (b) Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with state law.
- (c) Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (d) Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.
- (e) Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- (f) Agreement by the tenant to waive any right to a trial by jury.
- (g) Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- (h) Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Mass CDBG Units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; or (iii) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Borrower's service on the tenant of a written notice specifying the grounds for the action.

9. The Borrower shall not permit the use and occupancy of any Mass CDBG Unit for any purpose other than rental to an eligible tenant in accordance with Section 4 above. The Borrower may not sell, transfer, mortgage or exchange all or any portion of the Project, and shall not transfer or pledge in the aggregate a majority of the beneficial ownership or control of the Borrower, without the prior written consent of the Municipality, which consent may be granted or withheld in its sole judgment, in accordance with EOHLC policy.

10. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Municipality, which consent may be granted or withheld in its sole judgment, in accordance with EOHLC policy. The Borrower shall not permit the use of any residential unit in the Project for any purpose other than rental housing.

11. The Borrower represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, the Borrower (subject to the approval of the lender(s) which will provide the financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

12. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal and state laws and regulations, including but not limited to compliance with Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq), the regulations of HUD at 24 C.F.R. 570 Subpart I and 24 C.F.R. Part 85, all regulations, guidelines and directives established by EOHLC for the Massachusetts Community Development Block Grant Program, and all other regulations incorporated therein by reference, including without limitation all requirements related to the following:

- (a) the relocation, if any, of tenants or other occupants of the Premises;
- (b) the assurance of equal opportunity and non-discrimination on the basis of race, color, national origin, sex, age, handicap, religion, or sexual preference, including without limitation affirmative marketing and fair housing requirements;
- (c) compliance with all Federal Labor Standards, affirmative action requirements, wage requirements under the Davis-Bacon Act, and exclusion of debarred or suspended contractors, with respect to construction on the Premises, to the extent applicable;
- (d) compliance with all applicable federal and state procurement requirements;
- (e) the assembly and maintenance of all records required to be maintained by the CDBG Regulations, and the obtaining of any annual, quarterly or periodic certifications and other information required in connection with the Mass CDBG Program, including any required monitoring of incomes, rents, property values, and status as a primary residence;
- (f) performance of any audits required by HUD or EOHLC, provision of access to all records and properties as to which HUD or EOHLC requires such access, and repayment of any non-eligible expenditures required by HUD or EOHLC as a result of any audit;
- (g) compliance with all applicable Uniform Administrative Requirements;

(h) inspection of the Premises to assure their compliance with the HUD Housing Quality Standards, and all applicable state and local codes, environmental review requirements (including lead paint requirements), the Americans with Disabilities Act of 1990, and all reports and certifications required with respect thereto;

(i) compliance with all applicable requirements to make training and employment opportunities available to low and moderate income persons living in the community where the Premises are located, and to make contracting opportunities available to businesses located in such community;

(j) determination that the Project complies with all applicable requirements as set forth in the CDBG Regulations.

(k) compliance with all applicable state and federal conflict-of-interest laws and regulations.

13. (a) Borrower hereby grants to the Municipality and EOHLC and their respective duly authorized representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction or any other agreement between Borrower and the Municipality, and

(b) after 30 days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

(c) The Borrower and the Municipality each agree to give to EOHLC written notice of any default, violation or breach of the terms and conditions of this Agreement, within seven days after first discovering such default, violation or breach. Whether or not such notice is given, EOHLC shall have the right to enforce this Affordable Housing Restriction and to exercise all rights and remedies (whether at law or in equity) available to it hereunder or under applicable law.

14. The rights hereby granted shall include the right of both the Municipality and EOHLC, or either of them acting alone, to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Municipality and EOHLC will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and EOHLC. Borrower covenants and agrees to reimburse the Municipality and EOHLC all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, neither the Municipality nor EOHLC undertakes any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.

15. The Municipality and EOHLC each is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Borrower on behalf of itself and its successors and assigns appoints the Municipality and EOHLC (either of which may act alone) its attorneys-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and

assigns agrees to execute any such instruments upon request. The benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Municipality (subject to the approval of EOHLC) and by EOHLC. The Borrower and the Municipality intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

16. The rights and restrictions contained in this Affordable Housing Restriction shall not lapse if the Premises is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Premises.

17. This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Borrower hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land. The Borrower represents and warrants that all persons having any interest in the Project, including without limitation the holders of all outstanding mortgages of the Premises, have consented to this Affordable Housing Restriction and subordinated their interests in the Premises to this Affordable Housing Restriction.

18. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.

19. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

If to the Municipality:

If to EOHLC:

Attention: Office of the Chief Counsel
Executive Office of Housing and Livable Communities
100 Cambridge Street
Boston, MA 02114

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

20. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of both the Municipality and EOHLA.

No documentary stamps are required as this Affordable Housing Restriction is not being purchased by the Lender.

Executed under seal this ____ day of ____, 20__.

OWNER

Owner Name and Title

COMMONWEALTH OF MASSACHUSETTS

County Name ____, ss.

Date _____

Then personally appeared the above-named __*Owner Name and Title*__ and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said __*Owner*__, before me.

Notary Public
My Commission Expires:

Consent to Affordable Housing Restriction

The Undersigned being the holder of a mortgage on the above described Premises recorded with the Registry of Deeds in Book ____, Page ____, hereby consents to the execution and recording of this Affordable Housing Restriction and agrees that in the event of any foreclosure or exercise of remedies under the mortgage it shall comply with the terms and conditions hereof.

(name of lender)

By: _____

its _____

(If the Premises has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is necessary only if the mortgage has been recorded prior to the Affordable Housing Restriction.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

ACCEPTANCE BY MUNICIPALITY OF GRANT

The above Affordable Housing Restriction is accepted this ___ day of *Month*___, *Year*__.

CITY/Town OF _____

By:

Name: ____ Title: _____

COMMONWEALTH OF MASSACHUSETTS

*County*___, ss.

*Date*___

Then personally appeared the above-named *Name*___, *Title*___

and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said

*City/Town*___, before me.

Notary Public
My Commission Expires:

**ACCEPTANCE BY COMMONWEALTH OF
AFFORDABLE HOUSING RESTRICTION**

The above Affordable Housing Restriction dated _____, made and declared by _____, recorded with the _____ County Registry of Deeds in Book _____ Page _____, or filed with the _____ Registry District of the Land Court as Document No. _____ noted on Certificate of Title No. _____, with respect to the land in the Town of _____, as more fully described in Exhibit A to said Affordable Housing Restriction, is accepted and approved this _____ day of _____, 20__.

**THE COMMONWEALTH OF
MASSACHUSETTS
ACTING BY AND THROUGH THE
EXECUTIVE OFFICE OF HOUSING AND
LIVABLE COMMUNITIES**

By:

Louis Martin, Associate Director – Duly
authorized signatory for Janelle Chan,
Undersecretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss
_____, 20__

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared Louis Martin, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as the duly authorized signatory for the Undersecretary for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Name: _____

Notary Public
Print

Expires: _____

My Commission

Note to Recorder: A marginal note to this instrument must be made on the above referenced Affordable Housing Restriction.

EXHIBIT A - Property Description

RENTAL VERIFICATION

Dear Tenant:

The rental amount of the apartment in which you reside has been established through an agreement between your Landlord and this Agency (Franklin County Regional Housing and Redevelopment Authority "HRA").

Our records indicate that _____ dollars per month is the rent which your Landlord has set for your apartment at (address) _____, _____, Massachusetts.

The rent includes the following services and/or utilities: _____.

Please verify the above information. If the information above is correct check the box "YES" as provided below. If it is not, please check "NO" and kindly indicate your rent and the services provided below and mail this letter back to us in the envelope provided.

YES _____ NO _____ Rental Charge:\$_____

Services/Utilities Included with:_____

TENANT SIGNATURE(s): _____

DATE:_____

Sincerely,

Director of Community Development

HRA HOUSING REHABILITATION LOAN PROGRAM SUBORDINATION, TRANSFER, AND FORGIVENESS POLICY

The Franklin County Regional Housing and Redevelopment Authority (HRA) administers a Housing Rehabilitation Loan Program for municipalities in Franklin County. Housing rehabilitation loans are structured as long-term, zero-interest deferred payment or deferred payment/declining balance loans to allow residents with low or moderate income, to make important health and safety improvements to their homes. *Repayment is due at the time of sale or transfer of the property.* This structure promotes financial responsibility among borrowers and allows for recycling of loan funds to benefit additional households with low to moderate income.

Subordination

HRA, on behalf of the Town(s), will consider homeowner requests to subordinate housing rehabilitation loans as long as the value of existing and proposed loans does not exceed 90 percent of current property value. If a bank appraisal is required for a new loan, the appraisal will be used to determine the market value. In most other instances, the current assessor's valuation will be used; however, HRA reserves the right to require an appraisal if it has reason to believe that the assessor's value does not reflect market value. All recorded debt will be subtracted from the appraised or assessed value to determine owner's equity.

HRA will consider *exceptions* to the 90 percent loan-to-value ratio in the following instances:

1. The loan recipient is refinancing mortgage debt to obtain a lower interest rate, modify the term of the mortgage, and reduce the principal balance of the mortgage and/or lower overall mortgage cost. Cash back to the homeowner at closing may not exceed \$1,000.
2. The loan recipient is borrowing additional funds due to financial hardship. In this instance, HRA will consider the purpose of the request, the terms of existing and proposed loans, the borrower's ability to repay existing and proposed loans, and any previous requests for subordination. If the request is granted, HRA may require the borrower to document the use of additional funds borrowed.

Housing rehabilitation loan recipients requesting subordination shall submit their request on forms provided by HRA, with all supporting documents. HRA reserves the right to request additional information. Once reached, HRA's decision is final.

The property owner is responsible for working with the lender and an attorney to prepare subordination documents and for paying any fees to record the documents. HRA will obtain a copy of the recorded subordination from the Registry site.

Transfer

Housing rehabilitation loan borrowers may request that their HRA mortgage be transferred to facilitate the sale of the property to a family member. HRA will consider two types of transfer requests:

- Requests to transfer property to family members. In the instance of transferring the property to a family member, current income eligibility thresholds will need to be met by the party acquiring the property. In addition, an assumption of mortgage will need to be executed and recorded to add the new family member to the original mortgage under the same terms as the original housing rehabilitation loan. The property owner is responsible for paying any fees to record the documents at the Registry of Deeds.
- Requests to add a family member to the property deed. In the instance of adding a family member to a property deed, the property owner is responsible for working with HRA and an attorney to prepare transfer documents and assumption of mortgage documents for the family member being added to the property deed. The property owner is responsible for paying any fees to record the documents at the Registry of Deeds.

If the property has more than one unit and the new owner will not be using the premises as his/her primary residence, s/he will be required to execute an agreement to rent one unit(s) to households earning no more than 80 percent of area median income for a 15-year period, and rent may not exceed current HUD fair market rent for Franklin County. In this instance, the mortgage will be modified to add a requirement that the owner pay 5 percent of the principal in the event of non-compliance with the rental agreement. If the new owner will not be using the property as a primary residence, s/he will be required to execute and record an affordable housing deed restriction, limiting rental to households earning no more than 80 percent of area median income for a 15-year period and rent may not exceed current HUD fair market rent for Franklin County.

The property owner is responsible for working with an attorney to prepare transfer documents and for paying any fees to record the documents.

Forgiveness

Property owners may request partial or full forgiveness or discharge of housing rehabilitation loans when the property must be refinanced or sold. *HRA will consider instances of hardship or emergency beyond the control of the borrower, such as serious illness or job loss, or when there is insufficient equity to cover existing liens at the time of the sale.*

Borrowers requesting loan forgiveness shall submit their request on the HRA Forgiveness Request Form and must be accompanied by all supporting documentation as indicated on the Forgiveness Request Form. Only complete Forgiveness Requests (including requested/required documentation) will be reviewed by HRA. HRA reserves the right to request additional information.

Loan forgiveness requests shall be considered by the Loan Forgiveness Committee which is composed of the HRA Executive Director, representatives of the Community Development and Housing Consumer Education Centers, and up to two representatives appointed by the HRA Board of Commissioners. With the exception of the Community Development staff representative, members of the Committee shall consider applications on an anonymous basis. In addition to Committee members, the Town Administrator or equivalent municipal position (or their designee from the municipality where the subject property is located) shall be invited to attend the Loan Forgiveness Committee meeting at which the loan forgiveness request will be considered. The committee shall consider the following factors in making its decision:

- The reason for the request
- The borrower's ability to repay the Town/HRA loan, as indicated by income, assets (including the value of the property subject to the loan), total debt and extenuating circumstances
- The amount of the loan outstanding and the amount the borrower is requesting be forgiven
- The amount of time that has elapsed since the loan was recorded.

An appeal of the Loan Forgiveness Committee's decision, if requested, will be allowed to be presented to the HRA Board of Commissioners within 30 days of the original decision. The request to appeal the Loan Forgiveness Committee's decision must be submitted to the Executive Director in writing and be accompanied by documentation of a significant change in circumstances or additional significant extenuating circumstances. The Executive Director will then present the original Loan Forgiveness Committee's decision and the request to appeal at a regularly scheduled public HRA Board of Commissioners Meeting. The decision on the appeal request by the HRA Board of Commissioners will be final.

The property owner is responsible for working with an attorney to prepare documents and for paying any fees to record the documents.

**CELL PHONE STIPEND
AUTHORIZATION REQUEST**

Application Date: <u>9/03/2024</u>	
Employee Name: <u>Samuel Stevens</u>	Department: <u>CWF</u>
Please estimate work time percentage spent "out of office" weekly/monthly. <u>75-85</u> % (weekly) <u>75-85</u> % (monthly)	
<p>Prioritize those situations which are critical to your being reached while out of the office. It will be expected that cell phones are <u>on</u> while away from your office.</p> <ul style="list-style-type: none"> - Lead on job sites - Off-site @ pump stations - Project lead, vendor's contact frequently via cell phone - Works primarily in field away from an office line. 	
Do you currently use a cell phone for work purposes? YES <u>X</u> NO _____ If yes, estimate how many minutes per month? <u>120 ±</u>	
Reserved for use by Board of Selectmen:	
Approved by Selectmen: <input type="checkbox"/>	Effective Date: <u>9/09/2024</u>
Disapproved by Selectmen: <input type="checkbox"/>	Voted: _____



Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376

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

Chief Christopher P. William

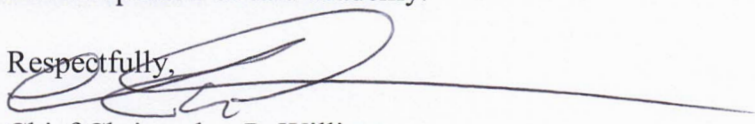


TO: Rachael Emerson
FROM: Chief Christopher Williams
RE: Conditional Offer of Employment
DATE: 9-9-2024

Rachael,

I would like to offer you a conditional offer of employment upon completion of your final interview and report from Det. Sgt. Hoffman. You will also have to complete an academy physical, psychological test, completion of any prerequisite procedures for the full-time academy and completion of said academy.

Respectfully,


Chief Christopher P. Williams



PoliceApp.com
Simplifying the hiring process.

GREENFIELD POLICE DEPARTMENT

NOW HIRING ENTRY-LEVEL AND CERTIFIED OFFICERS

SALARY \$60,819.20 TO \$71,198.40

\$10,000 SIGN-ON BONUS FOR CERTIFIED FT OFFICERS

- **\$2,500 UPFRONT**
- **\$2,500 AFTER FIELD TRAINING**
- **\$5,000 AFTER YEAR ONE**

MINIMUM QUALIFICATIONS

- **U.S. CITIZEN**
- **MINIMUM AGE: 21 YEARS AT TIME OF APPOINTMENT**
- **ACHIEVE AND MAINTAIN POST CERTIFICATION**
- **VALID MASSACHUSETTS DRIVER'S LICENSE REQUIRED**
- **HIGH SCHOOL DIPLOMA OR G.E.D. REQUIRED (PREFERENCE FOR COLLEGE DEGREE, MILITARY EXPERIENCE, OR COMBINATION)**
- **NO FELONY CONVICTIONS OR EQUIVALENT OFFENSES**
- **ABLE TO COMPLETE MASSACHUSETTS MUNICIPAL POLICE TRAINING COMMITTEE (MPTC) FULL-TIME POLICE ACADEMY**
- **OBTAIN MASSACHUSETTS CLASS "A" LICENSE TO CARRY A FIREARM**



For a full list of responsibilities, requirements and salary visit PoliceApp.com

**PLEASE DIRECT QUESTIONS REGARDING
THIS POSITION TO JASON.HASKINS@GREENFIELD-MA.GOV**



Franklin Regional Council of Governments

Municipal Resources

FRCOG Council Appointments

Montague Representatives FY25 • For appointment by Executive Officials

Franklin Regional Council of Governments (FRCOG) Councilor and Councilor Alternate appointees must be residents and registered voters of the municipality they represent — or a municipal employee — and cannot be FRCOG employees.

FRCOG Councilors

CHECK HERE IF REP & CONTACT
INFO ARE SAME AS LAST YEAR



IF A NEW REP IS APPOINTED or EDITS ARE
NEEDED, PLEASE FILL IN TABLE BELOW:

Rep Name	
E-Mail	
Street Address	
City, State, Zip	
Home phone	
Work phone	
Cell Phone	

Rep Name	
E-Mail	
Street Address	
City, State, Zip	
Home phone	
Work phone	
Cell Phone	

FRCOG Councilor Alternates

CHECK HERE IF ALTERNATE REP & CONTACT
INFO ARE SAME AS LAST YEAR



IF A NEW ALT REP IS APPOINTED or EDITS ARE
NEEDED, PLEASE FILL IN TABLE BELOW:

Rep Name	Walter Ramsey
E-Mail	WalterR@montague-ma.gov
Street Address	1 Avenue A
City, State, Zip	Turners Falls, MA 01376
Home phone	
Work phone	(413) 863-3200
Cell Phone	

Rep Name	
E-Mail	
Street Address	
City, State, Zip	
Home phone	
Work phone	
Cell Phone	

Please email form to rboyd@frcog.org , or FAX it to 413-774-3169 as soon as possible, so we may update our files and database and be prepared for **the first Council Meeting of the new fiscal year, to be held on Thursday, July 18, 2024.** Thank you for your time and energy serving on the governing board on behalf of your town. We look forward to a great year together!

EMPLOYMENT AGREEMENT BETWEEN
THE TOWN OF MONTAGUE
AND
CAITLIN KELLEY

This Agreement, entered into this _____ day of September 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, hereinafter referred to as "Town", acting through its Board of Library Trustees, hereinafter referred to as "Trustees", and Caitlin Kelley, hereinafter referred to as "Employee", WITNESSETH:

WHEREAS, the Town desires to engage the services of Employee to hold the position of Library Director of the Montague Public Libraries ("Library").

WHEREAS, Employee is willing to undertake and perform the duties of said position of Library Director.

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 in the position of Library Director 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 Trustees may from time to time assign.

2. Term

A. The terms of this Agreement shall remain in effect from October 17, 2024 through October 16, 2027.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Trustees to terminate the services of Employee at any time subject only to the provisions set forth in Section 3, Paragraph A of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the Town, subject only to the provisions set forth in Section 3, Paragraph B, of this Agreement.

D. Employee agrees to remain in the employ of the Town from the commencement date of this contract from October 17, 2024 until October 16, 2027 and neither to accept other employment nor to become employed by other employer until said termination date is affected as hereinafter provided.

3. Discipline and Termination

A. The Trustees may discipline or discharge Employee for cause during the term of this Agreement.

B. In the event Employee voluntarily resigns her position with the Town before expiration of

the expiration of this Agreement, then Employee shall give the Trustees twenty (21) days' written notice in advance, unless the parties otherwise agree.

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

4. Salary

The Town agrees to pay Employee for her services a base salary of \$ 82,394 for FY2025 in accordance with Grade G, Step 10 of the Town's Compensation Schedule. Employee shall be entitled to annual step increases at the beginning of each subsequent fiscal year in accordance with the Compensation Schedule. She shall also receive any scheduled cost-of-living adjustment, or other additional compensation, which may be granted by the Trustees to other non-union personnel, subject to Town Meeting appropriation or consent, where applicable, during the term of this Agreement.

Employee shall be considered an exempt employee for purposes of the federal Fair Labor Standards Act ("FLSA")

5. Vacation, Sick Leave and Personal Leave

A. Employee shall be entitled to take up to four (4) weeks of vacation with pay during each year of this Agreement. Up to one (1) week of vacation may accumulate from one year to the next if not all is taken in a given fiscal year.

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 buyback 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, as permitted by policy or By-Law, without a waiting period.

6. Other Benefits

A. Employee shall also be entitled to any bereavement, insurance, deferred compensation, or any other benefits generally available to other non-affiliated management employees as permitted by policy or By-Law, unless specifically addressed by this Agreement.

B. Employee shall be eligible for compensatory (flex) time in accordance with the Town's Compensatory Time Policy.

C. Employee shall have discretion to work from home for up to 7 hours per week. Any additional work from home hours shall be subject to approval by the Library Trustee Chair.

D. Employee is entitled to attend one national or regional library conference annually with conference travel, accommodations, and fees to be paid by the libraries' operating budget or state aid.

E. Employee is entitled to membership(s) with professional organizations in the library field with up to \$500 in membership fees to be covered annually.

7. 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 the 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 her 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 Trustees.

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 Board of Library Trustees and Caitlin Kelley has set her hand and seal, as of the day and year first written above.

Library Trustees

Employee

William Quale, Chair

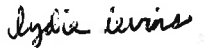


Caitlin Kelley

Date: _____

Nancy Crowell, Vice Chair

Lydia Ievins, Secretary



Date: _____

Sheffield After School Program Request to Town of Montague

Background Information Related to Request

The Collaborative for Educational Services (CES) is not providing funding this year, for the Afterschool Program that has been hosted at Sheffield Elementary School. While this decision appears to have been made in the spring, we were not informed by CES, until the second week of August.

In addition to the lack of timely, formal communication on the part of CES, they also had not informed Principal Heathwaite or the district, that the Department of Elementary and Secondary Education would be using a scoring tool that measures the effectiveness of 21st Century funded program, with a required minimum score for this year to continue funding. The Sheffield program received a score of 68.5 and a score of at least 70 was required. Again, CES did not make us aware of this requirement, meaning we had no opportunity to have an impact on that score.

As a district, this very late notification leaves our students and families served by the Sheffield Afterschool Program in a very challenging situation. We are trying to gather any possible resources in order to organize and implement an Afterschool Program at Sheffield Elementary School in the surprise absence of the grant funding that has supported this program for several years.

General Program Overview

The Afterschool Program at Sheffield Elementary School has served approximately sixty students each year and has included transportation home on a late bus (transportation already budgeted by the district). The program has supported the following activities for participating students:

- Instrumental music lessons through a partnership with Musica Franklin
- Soccer Club
- Cooking Club
- Basketball Club
- Novel Engineering
- Science in both English and Spanish
- Beginning Spanish
- Photography
- Garder Club
- Homework help
- Field Trips in the Community
- Book Arts
- Arts and Crafts of Various Types

- Outdoor and Playground Activities

Costs for the After School Program includes: Program Coordinator, Staff, and related payroll expenses, Supplies and Materials for the program.

Resource Request to the Town of Montague

The approximate cost of the school-year After School Program at Sheffield Elementary has been around \$100,000 dollars.

- The district intends to request that the the Gill-Montague School Committee authorize the allocation of \$25,000 from the School Choice Revolving Account for the Afterschool Program at Sheffield Elementary School
- The district is respectfully requesting that the Town of Montague identify resources to provide the Gill-Montague Regional School District with \$75,000 for the Afterschool Program at Sheffield Elementary School

Additional Information

Although we have been unsuccessful at this point, the district and community partners are still attempting to identify potential grant funding to support the program for this school year. We expect that CES will apply for the grant on our behalf again for FY 26.



Carnegie Library Basement Rehabilitation: List of Bidders

Project Name:

Carnegie Library Basement

Bid Closing Date/Time:

9/4/2024, 1 PM

Bid #	Date Received	Time Received	Name/Company	Contact Info	Requirements Met?	Price
1	9/3/24	10:00 AM	FRG Contracting Corp.	800 W Cummings St, Suite 230 Woburn, MA 01801 (888) 267-6281	Yes	Base: 168,100 Alt A: 17,100
2	9/4/24	12:25 PM	GCS, INC.	529 College Hwy, Southwick, MA 01077 413-998-3746	Yes	Base: 135,401 135,401 Alt A: 14,407 14,407



Office of the Selectboard
Town of Montague

1 Avenue A (413) 863-3200 Ext. 107
Turners Falls, MA 01376 FAX: (413) 863-3231

MEMORANDUM

Date: 09/05/2024

To: Selectboard

From: Christopher Nolan-Zeller, Assistant Town Administrator

Re: Carnegie Library Bid Results; Request from Director for ARPA funds to support Alt #1

Bids for the Carnegie Library Basement Rehabilitation project were opened at 1:00 PM on Wednesday, September 4. General Contracting Solutions, Inc., was the apparent low bidder, with a base bid of \$135,401, and Alternate #1 for \$14,407, for a total of \$149,808.

As described in the Invitation to Bid, Alternate #1 contains various electrical improvements to the upstairs section of the building, which would allow the upper floor to be used temporarily as office space for the Director while construction is underway, as well as being used long-term as office and storage space for the Children's Library section.

The existing Town Meeting appropriation for the project is \$130,000. The Library Director is requesting \$20,000 from the Town's remaining ARPA balance, which would cover the cost of Alternate #1, plus a 3% contingency for the project as a whole.

Quote #	Date Received	Time Received	Name/Company	Location	Requirements Met	Price
1	9/3/2024	8:37 AM	Baker Excavating and Construction	Northampton, MA	Yes	\$18,000.00
2	9/3/2024	9:02 AM	Associated Building Wreckers, Inc.	Springfield, MA	Yes	\$10,495.00
3	9/3/2024	9:51 AM	Cain's Mechanical LLC	Feeding Hills, MA	Yes	\$24,000.00
4	9/3/2024	11:34 AM	Western Mass Demolition Corporation	Westfield, MA	Yes	\$19,650.00
5	9/3/2024	11:43 AM	Brighter Horizons Environmental Corporation	Ayer, MA	Yes	\$29,000.00
6	9/3/2024	11:57 AM	Clayton D. Davenport Trucking, Inc.	Greenfield, MA	Yes	\$55,150.00
7	9/3/2024	12:01 PM	S&R Corporation	Lowell, MA	Yes	\$44,899.00
8	9/3/2024	12:26 PM	Omjoza Construction Inc	Medford, MA	No - missing required submittal forms	\$19,500.00
9	9/3/2024	12:58 PM	Apex Abatement and Demolition LLC	Ellington, CT	No - missing required submittal forms	\$49,000.00
10	9/3/2024	1:25 PM	Chocorua Realty Investments LLC	Hadley, MA	No - late submittal and missing required submittal forms	\$31,849.00

CONTRACT
AGREEMENT FOR CONSTRUCTION
PROJECT UNDER C 149

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Associated Building Wreckers, Inc., with an address of 352 Albany Street, Springfield, MA 01105, hereinafter referred to as "Contractor", effective as of the ____ day of September, 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 the **Demolition of Metal Building and Wooden Storage Shed project**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 2024 through _____.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$10,495.00. 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 \$3,000,000.00 aggregate	\$1,000,000.00 each occurrence
Excess Umbrella Liability \$2,000,000 annual aggregate	\$2,000,000 each occurrence

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

04-2052737

Social Security Number or
Federal Identification Number

Associated Building Wreckers, Inc.

Signature of Individual or
Corporate Name

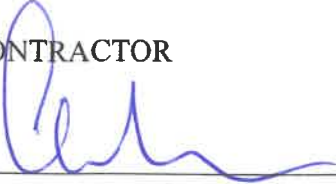
By:  Andrew Mirkin, President

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

By



Andrew Mirkin, President

Printed Name and Title

TOWN OF MONTAGUE

by its Selectboard

Approved as to Availability of Funds:

_____ (\$ _____)
Town Accountant Contract Sum

APPENDIX A
WRITTEN SCOPE OF WORK

Overview of Project

1. **Demolish the pre-engineered metal building (~60 x 40 ft) located to the east of the Montague Town Hall Annex, including removal of the concrete footings beneath the structure and backfilling the disturbed area with clean fill.**
2. **Demolish the adjacent wooden shed (~27 x 17 ft) that is directly attached to the Montague Town Hall Annex, including removal of the concrete slab beneath the structure and backfilling the disturbed area with clean fill.**

Notes:

- Both buildings are facing and can be directly accessed from First Street.
- The Town of Montague is tax exempt. A tax exempt certificate will be provided upon request.

1000 GENERAL CONDITIONS

1000 General Conditions

- A. Contractor to file all required submittals to Mass DEP and a demolition permit with the Montague Building Inspector. Town fees to be waived. The work is not subject to the Montague Demolition Delay Bylaw.
- B. Coordinate with Owner as necessary when scheduled work will impact access to the Town Hall parking area.
- C. Provide supervision at all phases of construction.
- D. Supply certificate of general liability insurance as identified in the sample contract.
- E. Erect temporary site fencing to secure the job site.

Owner Responsibilities

- A. Provide space for worker parking and project staging on the property.
- B. Cost of electricity and water during construction.

- C. All utility disconnections, including but not limited to, cutting, capping, and/or making safe.
- D. Removing all building contents.
- E. Making any repair to asphalt, walkways, and/or lawns.
- F. Any costs related to abatement of hazardous materials, if found onsite.
- G. Securing Town Hall Annex building after removal of attached wooden shed.

Contractor Responsibilities

- A. Notifying DigSafe at least 72 business hours in advance of any planned excavation
- B. Providing a 50% payment bond if the total contract amount is over \$25,000
- C. Using water for dust control, as needed, via public hydrant, at no additional cost to contractor
- D. Demolition and removal of metal building and storage shed, including but not limited to roof, windows, walls, floors, structural footings, and lighting units
- E. Trucking and disposal of all debris and rubble at approved and permitted facilities
- F. Backfill the disturbed portions with clean fill, rough grade and compact areas affected by demolition to maintain site grades and contours.
- G. Furnishing a certificate of insurance for demolition upon request
- H. Paying all employees a minimum hourly rate in compliance with the prevailing wage laws set by the Massachusetts Department of Labor Standards



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Dowd Agencies, LLC 14 Bobala Road Holyoke MA 01040	CONTACT NAME: PHONE (A/C. No. Ext): 413-538-7444	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : MAPFRE Insurance Company		23876
INSURED Associated Building Wreckers, Inc. 352 Albany Street Springfield MA 01105	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1013096415

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZP4610	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Description: Any and all jobs

CERTIFICATE HOLDER**CANCELLATION**
 Town of Montague
 1 Avenue A
 Turners Falls MA 01376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ARPA expenditures and recommendation

225-5-128-5800-005	Screw Pump Replacement (Engineering)	7,230
225-5-128-5800-012	Operations Building Boiler Replacement	113,500
225-5-128-5800-018	CWF Generator install	209,000
225-5-128-5800-006	Winter Parking signs	4,242
225-5-128-5800-015	Falls Fest 2023	12,000
225-5-128-5800-021	Town Hall Annex Solar	12,069
225-5-128-5800-022	Old Town Hall Windows	50,771

Consideration of potential ARPA funded projects

- Screw Pump Project Overage
- Sheffield Elementary 2024/25 afterschool program
- Carnegie Basement Rehab Project Overage
- Avenue A Ramp

ARPA Spending Strategy Running Balance 09.05.2024
 ARPA= American Rescue Plan Act of 2021
 \$2,454,622 total available to Montague

Encumbered Projects

Account	Category	Project	Vote	Allocated	Spent/obligated	Unspent/unobligated	Status
225-5-128-5800-004	Infrastructure/ Wastewater	Vactor truck		400,000	400,000	0	CLOSED
225-5-128-5800-006	Infrastructure/ Wastewater	Montague City Road Emergency Sewer Repair	11/1/2022	153,881	153,881	0	CLOSED
225-5-128-5800-005	Infrastructure/ Wastewater	Screw Pump Replacement (Engineering)		26,500	19,270	7,230	close out after 8/21 bid opening
225-5-128-5800-003	Infrastructure/ Wastewater	Collection System Study	2/7/2022	69,109	69,109	0	CLOSED
225-5-128-5800-002	Infrastructure/ Wastewater	CSO LTCP Update		49,000	49,000	0	CLOSED
225-5-128-5800-013	Infrastructure/ Wastewater	Septage Receiving Station	5/1/2023	264,000	221,380	42,620	under contract
225-5-128-5800-012	Infrastructure/ Wastewater	Operations Building Boiler Replacement	5/1/2023	113,500	0	113,500	need to Bid by Sept
225-5-128-5800-011	Infrastructure/ Wastewater	CWF RTV	5/1/2023	25,000	25,000	0	CLOSED
225-5-128-5800-016	Infrastructure/ Wastewater	Vactor Dumping Pad	6/12/2023	15,000	15,000	0	CLOSED
225-5-128-5800-025	Infrastructure/ Wastewater	Burn Dump Closure Design	11/13/2023	35,000	35,000	0	CLOSED
225-5-128-5800-018	Infrastructure/ Wastewater	CWF Generator install	9/11/2023	209,000	0	209,000	holding for contingency
225-5-128-5800-009	Economic/Community Recovery	Trash Receptacles	12/19/2022	11,685	11,685	0	CLOSED
225-5-128-5800-005	Economic/Community Recovery	Holiday lights		19,403	19,403	0	CLOSED
225-5-128-5800-006	Economic/Community Recovery	Winter Parking signs		10,000	5,758	4,242	should close out after checking with SU
225-5-128-5800-010	Economic/Community Recovery	Avenue A Streetscape Phase IV Design	3/6/2023	46,800	46,800	0	under contract
	Economic/Community Recovery	Avenue A Streetscape Phase IV Construction	5/6/2024	232,778	232,778	0	under contract
225-5-128-5800-017	Economic/Community Recovery	Social Services Gap Funding	5/8/2023	29,978	29,978	0	CLOSED
225-5-128-5800-014	Economic/Community Recovery	Mural Project on Shea Theater	5/15/2023	25,000	25,000	0	under contract
225-5-128-5800-015	Economic/Community Recovery	Falls Fest 2023	6/12/2023	12,000	0	12,000	should close out
225-5-128-5800-019	Economic/Community Recovery	Cultural Council Match FY24 and FY25	8/7/2023	18,000	0	18,000	waiting on updates from Cultural Council
225-5-128-5800-021	General Capital	Town Hall Annex Solar	6/5/2023	205,000	192,931	12,069	under contract
225-5-128-5800-022	General Capital	Old Town Hall Windows	6/5/2023	200,000	149,229	50,771	under contract
225-5-128-5800-023	General Capital	Old Town Hall Roof Repair	6/5/2023	45,673	45,673	0	CLOSED
225-5-128-5800-024	General Capital	Unity Skate Park Lights	6/5/2023	125,000	95,998	29,002	under contract
225-5-128-5800-001	Contingency	COVID Test Kits	1/3/2022	18,450	18,450	0	CLOSED
	Contingency	Airport Mower	7/22/2024	16,059	16,059	0	CLOSED
	Contingency	Montague Village Ctr Complete Streets	8/5/2024	20,200	20,200	0	under contract

total allocated 2,396,016 1,897,581 498,435
ARPA Funds Unallocated 58,606 437,815

unobligated minus
437,815 septage+Cultural Council plus unallocated 496,421

Spending Category	Spending Target	Allocated	Difference	Proposed
50% Wastewater Infrastructure	\$ 1,227,311	\$ 1,359,990	\$ (132,679)	
30% General Capital Improvements	\$ 736,387	\$ 575,673	\$ 160,713	
10% Economic/ Community Recovery	\$ 245,462	\$ 405,644	\$ (160,182)	
10% Contingency	\$ 245,462	\$ 54,709	\$ 190,753	
	\$ 2,454,622	\$ 2,396,016	\$ 58,606	

Library Basement bid Alt A+ 5 27,000 64,714
 Ave A Ramp

Total spent, CLOSED 888,238
 Total ready or almost ready to close 25,027
 Total under contract and in progress 984,315
Total being bid/awarded in near future 174,120
Surplus from assigned allocations 115,315
Contingency for Project funded by Capital 209,000
TOTAL ALLOCATED 2,396,016
Total never allocated 58,606

Upcoming Projects/ Contracts

Ave A Ramp (cost estimate TBD)
 Carnegie Basement now due 9/4

Take action to support Northern Tier Rail!

Comerford, Joanne (SEN) <Jo.Comerford@masenate.gov>

Wed 8/28/2024 6:13 PM

To: Walter Ramsey <WalterR@montague-ma.gov>

Cc: Blais, Natalie - Rep. (HOU) <Natalie.Blais@mahouse.gov>; Coryat, Corinne (HOU) <Corinne.Coryat@mahouse.gov>

Walter!

We write with very exciting news and to **ask you to take two important actions** — and possibly even a bonus action.

Please read on!

The News

On August 13, the Massachusetts Department of Transportation (MassDOT) released the *draft* [Northern Tier Passenger Rail Study report](#) for [public comment](#). This report has been a long time coming — and it's up to all of us to seize its promise.

The draft report covers the benefits, costs, and investments necessary to implement passenger rail service from North Adams to Greenfield to Fitchburg to Boston. It's available [here](#) and includes several options — from all electric service to a fully local option.

Constituent input and advocacy has *already* been instrumental in demonstrating the game-changing significance of this rail service for the region and the Commonwealth. Now we need you to help bring this home by sharing your thoughts and showing your support.

The public comment period on the draft report is currently open for your input.

Following the 60-day public comment period, which ends on Saturday, October 12, 2024, the report will incorporate comments received and will be finalized.

Two actions

1. We must make sure that MassDOT receives the feedback necessary to ensure a robust and strong final report.

*Will you work with your community to submit a public comment? **Just click [here](#).***

2. We're also hoping to collect sign ons to a general Northern Tier Rail support letter from every single community along Route 2 — from North Adams to Fitchburg and deliver this to Governor Maura Healey and MassDOT leadership.

Together, we'll show the Governor that our communities are interested in the Commonwealth continuing to refine this vision.

*Will you work with your community to sign on to a support letter? **You can sign on [here](#).***

Bonus action

If your community wants to show even greater support, you can also send an email to key Administration officials. we have included their names and emails below.

Monica Tibbits-Nutt, Secretary and CEO, Massachusetts Department of Transportation:

m.tibbits.nutt@dot.state.ma.us

Meredith Slesinger, Rail and Transit Administrator, Massachusetts Department of Transportation:

meredith.slesinger@dot.state.ma.us

David Mohler, Executive Director, Office of Transportation Planning, Massachusetts Department of Transportation: David.Mohler@state.ma.us

(Please don't forget to send me a copy so that we can include it when we approach the Governor.)

We can make Route 2 Rail a reality

The Northern Tier Passenger Rail Study has been an ongoing process propelled by legislation signed into law in the summer of 2019.

This work builds on and has been bolstered by the work of municipal officials, regional planning agencies, local advocates, and members of the state legislative delegation.

While the draft report is a necessary and solid milestone, *we're still a long way from making this vision a transformative reality.*

It will take every one of us, acting together, to win.

More information on the Northern Tier Passenger Rail Study process is available [here](#).

For more information or if you have questions, please contact Jo at 413.559.1649.

Warmest regards,

Jo and Natalie