

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, October 7, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/81061007934?>

Meeting ID: 810 6100 7934 **Password:** 333115

Dial into meeting: **+1 646 558 8656**

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: September 30, 2024
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:35 Caitlin Kelley, Library Director
 - Proposed changes to Library staffing structure
 - Execute Contract for Library Website Services with Clearpeak Interactive, Inc., \$19,000 to be funded by Libraries Transforming Communities grant, Libraries operating budget
5. 6:50 Execute November 5, 2024 Warrant for 2024 State Election
6. 6:55 Assistant Town Administrators Business
 - Review of ARPA expenditures, unallocated funds
 - Authorization to Execute Contract of Services with Associated Construction Co for the CWF Primary Effluent Screw Pump Station Upgrade project. Contract value is \$2,397,461.00 to be funded by existing Town Meeting authorization, grant from USDA Rural Development, and existing ARPA allocation
 - Review bid results for 11th Street Bridge Repair Project. Consider potential funding sources.
 - Other project updates

Montague Selectboard Meeting
Monday, October 7, 2024
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7. 7:10 Town Administrators Business
- Follow-up from 9/16/2024 meeting: Proposal from Tech Environmental for a third-party review of odor control practices at Flower Power Growers 180 Industrial Boulevard
 - SAPHE 2.0 (Public Health Excellence Grant) Request for statement support from FRCOG
 - Correspondence from Franklin County Tech School regarding commencement of negotiations with the Franklin County Technical Teachers Association
 - Topics not anticipated in the 48 hour posting

OTHER:

Announcement: Avenue A Streetscape Enhancement Project Public Information Session on Tuesday, Oct 15 at 5:30 at the Great Falls Discovery Center.

Next Meeting:

- Selectboard Meeting, Monday, October 21, 2024 at 6:00 PM, via ZOOM

Montague Public Libraries
New Position Proposal, 2024

The Library Director and Personnel Committee of the Montague Public Libraries propose splitting the existing Library Technician position into two separate jobs: a 35 hour/ week Library Technician and Assistant (NAGE Grade B, reflecting the current Technician Grade) and a 35 hour/week Adult Services Coordinator (NAGE Grade E, paralleling the Youth Services Librarian). This change in staffing would elevate library collections, increase the breadth and depth of our services, and provide additional programming for the Montague community.

The wage and class study, completed this past winter, made clear that the current Library Technician's position had evolved past the duties outlined in her job description. While creating an advanced cataloger position was considered, after discussion with the current Technician and a review of her duties, the Trustees' Personnel Committee and I have concluded that it would be best for the community to create a 35 hour/ week Adult Services Coordinator position and a 35 hour/ week Library Technician position, the latter of which would be an expansion of the existing 13 hour/week Library Assistant position.

I reached out to a number of library directors serving similarly sized populations (between 8,300 and 9,050 residents) across the Commonwealth and found that the majority of them (7 out of 10) have an Adult Services Coordinator or Adult Services Librarian.

After reviewing other libraries' job descriptions for similar job titles, meeting with frontline staff about their needs, and looking at the tasks that the Technician currently completes, I came up with the three job descriptions: an updated Technician description (that reflects what the current Technician actually does), a new Adult Services Coordinator description, and a new Library Technician and Assistant description.

The Library Trustees' Personnel Committee reviewed these job descriptions, made recommendations, and voted to move forward with creating the two new roles. The positions' basic duties are as follows:

Adult Services Coordinator: This position is responsible for the development and implementation of adult services and collections. Work includes providing reference, reader's advisory, research, and technology support for library patrons; administering the inter-library loan program; selecting and removing materials from the library collection; and organizing and facilitating programming and outreach opportunities.

The person in this position will build on the outreach services currently performed by the Library Director and Youth Services Librarian, developing local partnerships, programs, and collections to respond to community needs and interests. They will make sure that the libraries' technology, database, and e-content offerings are current and user-friendly, providing technology instruction to patrons and staff. They will assist patrons with genealogy and local history research and source materials from libraries across the Commonwealth and the country.

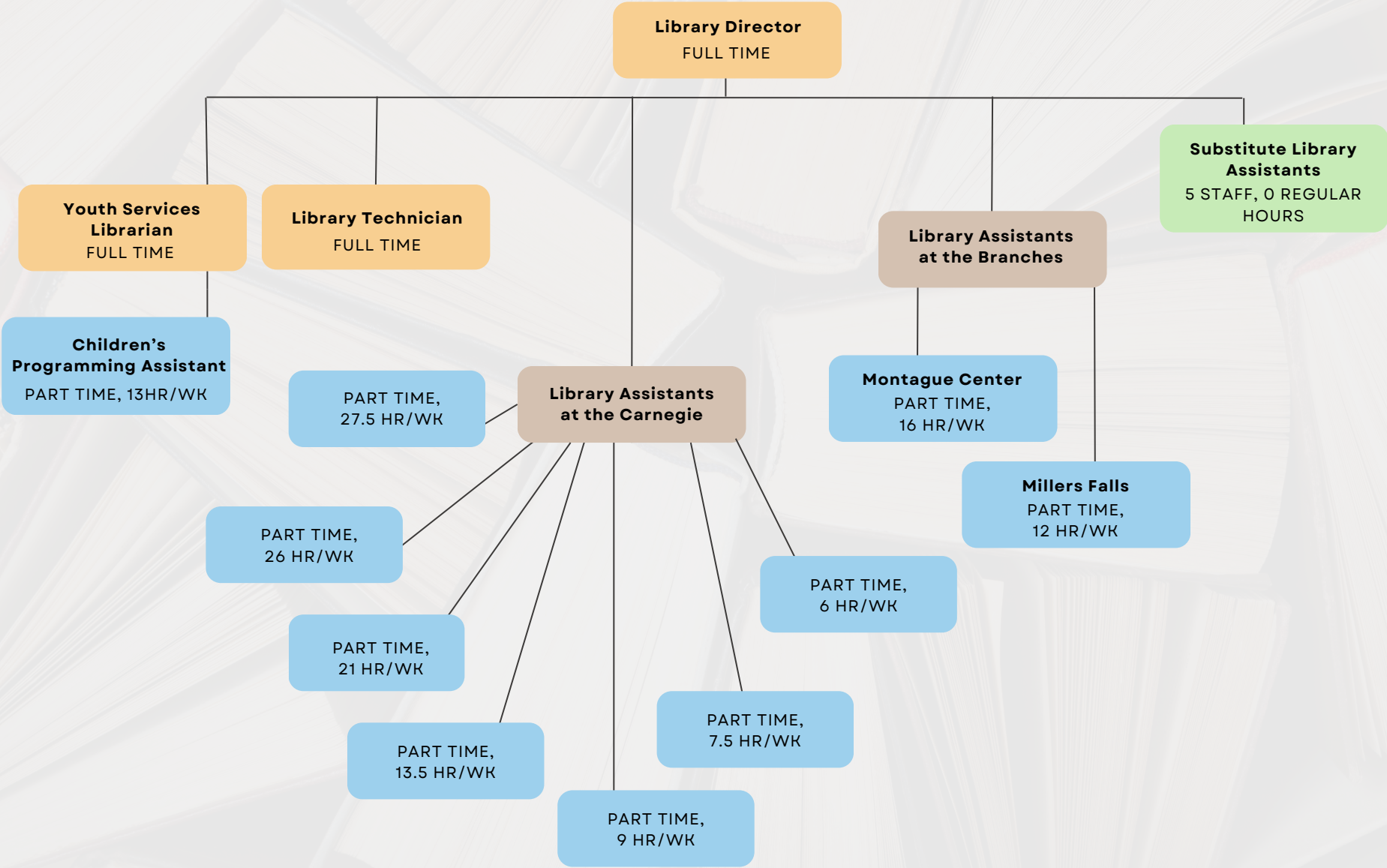
Library Technician & Assistant: This position is responsible for technical services, performing cataloging and materials processing (60% of time), and customer service functions (30% of time). Work includes cataloging and processing books and media materials being added to the library; maintaining and updating the library catalog and databases; circulation desk activities; shelving materials and weeding out old materials; occasional reference services and interlibrary loan services, providing information and assistance to patrons and the community; and responding to inquiries, requests, and complaints.

By expanding the 13 hour/week Library Assistant position to a full-time, benefitted Technician and Assistant position, the libraries will be able to recruit qualified staff, retain them, and better develop library staff knowledge and culture. Because the LTA will be familiar with patron reading interests and community needs, they will be better equipped to perform collection maintenance consistently and evenly across locations. This is important for creating library spaces and collections that are up-to-date, reflective of those they serve, and that meet professional standards. The person in this position will also be available to cover staff absences at different locations, meaning the library will have to rely less on substitutes.

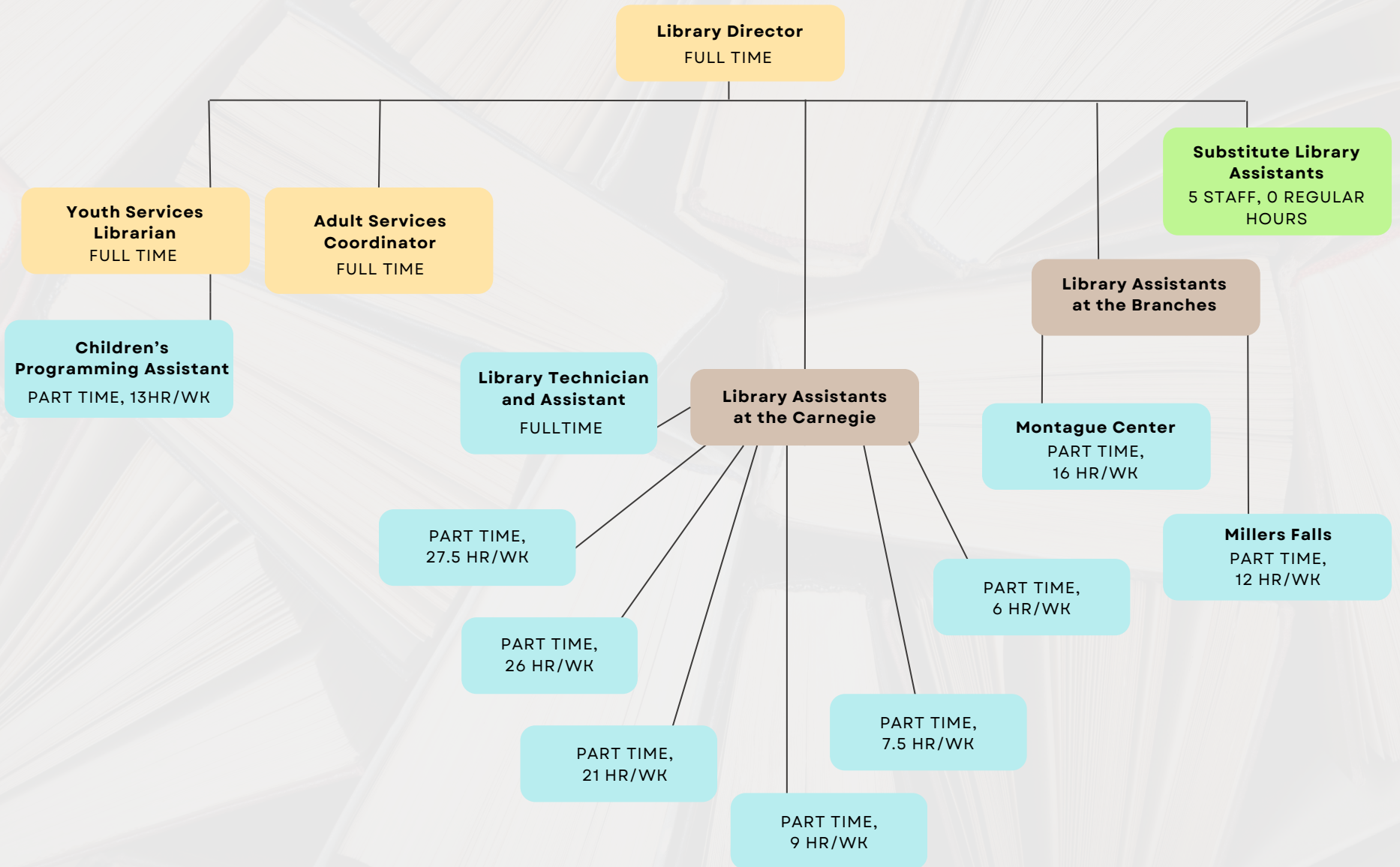
With upgraded/added positions, the Libraries' FY25 budget would be, \$545,911.80, an increase of \$27,978.80.

It is the intention of the Library Director and the Libraries' Personnel Committee to bring this change in staffing to a vote during fall's special town meeting with hopes of implementing the change in mid FY25, likely to coincide with a retirement.

MONTAGUE PUBLIC LIBRARIES ORANIZATIONAL CHART, 2024



MONTAGUE PUBLIC LIBRARIES ORANIZATIONAL CHART, PROPOSED



**TOWN OF MONTAGUE
JOB DESCRIPTION**

POSITION TITLE:	Library Assistant and Technician	DATE:	January 2024
DEPARTMENT:	Library	GRADE:	
REPORTS TO:	Library Director	FLSA:	Non-Exempt

Statement of Duties

Position is responsible for technical services performing cataloging and customer service functions for the Library. Work includes cataloging books and media materials being added to the library; maintaining and updating the library catalog and databases; circulation desk activities; shelving materials and weeding out old materials; occasional reference services and interlibrary loan services, providing information and assistance to patrons and the community; and responding to inquiries, requests and complaints.

Supervision/Guidance Received

Employee plans and prioritizes work in accordance with standard procedures and previous training and is expected to solve problems by adapting methods or interpreting instructions. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadline or priorities. Technical and policy problems or changes in procedures are discussed with the supervisor, but ordinarily the employee plans and performs work independently. Work is reviewed for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements.

Job Environment

The work involves the interpretation of numerous standardized practices, procedures, or general instructions that govern the work. Judgment is needed to locate, select and apply the most pertinent practice, procedure, regulation or guideline. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Errors could result in a delay or loss of service, damage to buildings or equipment, monetary loss, or legal repercussions.

The position has constant contact with the public to respond to inquiries, requests, or complaints, render services, and/or give or receive information. The position has daily contact with co-workers, other town departments, other libraries and organizations. The purpose for contact is to respond to inquiries or requests for service, and provide information and assistance. Contacts are made in person, on the telephone, or in writing.

Library Assistant
Library
January 2024

**TOWN OF
JOB DESCRIPTION**

MONTAGUE

Position Functions

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

Essential Functions

1. Responsible for technical services; catalogs books and media materials being added to the library; creates records for the materials; analyzes materials for content and age level; assigns branch location, Dewey classification numbers, and subject headings to meet library and community needs; ensures catalog records meet national standards. Performs original cataloging for items acquired for the Library of Things or local history collections.
2. Responsible for maintaining and updating library database, maintaining the online catalog, and requesting records, as needed, from the CW/MARS consortium.
3. Prepares books for shelving, covers books, creates content labels, and applies identifying stickers and stamps. Directs library assistants to prepare items for circulation as needed.
4. Maintains and updates records for existing items. Keeps abreast of consortium protocols and conventions for cataloging and catalog maintenance. Maintains periodicals, makes sure all issues are received and processed.
5. Attends cataloging training and other professional development opportunities.
6. Lends and collects books, periodicals, DVD's, and electronic and digital media to the public; uses library catalog web client; conducts various patron transactions. Registers new patrons, and issues borrower's card. Inspects returned items for damage or missing pieces.
7. Provides excellent customer service, answers patrons' questions, helps them to locate materials, answers telephone calls and responds to their questions. Instructs patrons in library procedures, policies, use of materials, copier and computer and printer. Assists patrons in researching and obtaining information from library collection, performs reference interview to try to pinpoint exactly what they need for resources. Recommends reading materials to patrons as requested. Maintains a safe and pleasant environment.
8. Assists with collection building, weeding and Inter-Library Loan, generates circulation reports, and accession statistics. Assists in organizing and maintaining library, shelves materials in proper place, replaces printer and copier paper as needed replaces toner, ribbons, and ink.
9. Opens doors at proper time, empties book drop, performs closing procedures.

Library Assistant
Library
January 2024

Recommended Minimal Qualifications

Education and Experience

Requires an Associate's Degree; and 1 to 3 years' of library experience preferably in a technical services position involving online catalog management and cataloging systems; or an equivalent combination of education and experience.

Additional Requirements

Needs a valid driver's license and personal vehicle for the purpose of transporting books to and from the main library to the branch library

Knowledge, Skills and Abilities

A candidate for this position should have knowledge of the following:

- Cataloging rules and regulations including Dewey Decimal system
- Standard and specialized references sources
- Library principles and procedures
- Evergreen online public access catalog (patron side and library side), reference databases, e-content applications, MS Office

Skill in:

- Computer programs and applications
- Organization and communication
- Customer service
- Public relations
- Accuracy

And ability to:

- Perform multiple tasks simultaneously, despite frequent interruptions
- Pay attention to details
- Maintain confidentiality
- Maintain and operate computers and web-based applications efficiently
- Perform database searches
- Perform technical, detail work

Tools and Equipment Used

The employee operates standard office equipment (e.g., personal computer, telephone, copier, facsimile)

Library Assistant
Library
January 2024

**TOWN OF
JOB DESCRIPTION**

MONTAGUE

Physical Requirements

The physical demands listed here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

Moderate physical effort is required to perform administrative and library duties. The employee is regularly required to stand, walk, sit, speak, hear, lift up to 10 pounds and use hands to operate the computer. The employee routinely kneels, crouches, and/or reaches with arms, and lifts or carries up to 30 pounds.

Vision requirements include the ability to read routine material and documents for analysis and general understanding, and to use a computer.

Work Environment

The work environment characteristics described here are representative of those that the employee encounters while performing the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

Administrative work is performed under typical office conditions, the employee is periodically exposed to a musty environment.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Approved:

_____ Date _____
Town Administrator

_____ Date _____
Board Chair, if necessary

**TOWN OF MONTAGUE
JOB DESCRIPTION**

POSITION TITLE: Adult Services Coordinator	DATE: January 2024
DEPARTMENT: Library	GRADE:
REPORTS TO: Library Director	FLSA: Non-Exempt

Statement of Duties

Position is responsible for the development and implementation of adult services and collections. Work includes providing reference, reader’s advisory, research, and technical support for library patrons; administering the inter-library loan program; selecting and removing materials from the library collection; and organizing and facilitating programming and outreach opportunities.

Supervision/Guidance Received

Employee plans and prioritizes work in accordance with standard procedures and previous training and is expected to solve problems by adapting methods or interpreting instructions. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadline or priorities. Protocol and policy problems or changes in procedures are discussed with the supervisor, but ordinarily the employee plans and performs work independently. Work is reviewed for appropriateness of actions or decisions, and conformance with policy or other requirements.

Job Environment

Position requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex or conflicting, at times. Employee uses judgement to analyze specific situations and determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making.

Errors could result in a delay or loss of service.

Position has frequent contact with patrons to provide reference assistance, respond to inquiries or requests, and provide information. Position has daily contact with co-workers and other librarians. The purpose for contact is to respond to inquiries, requests, or complaints; give or receive information; and provide training. Contacts are made in person, on the telephone, or in writing.

Position Functions

Library Technician
Library
January 2024

**TOWN OF
JOB DESCRIPTION**

MONTAGUE

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

Essential Functions

1. Assists patrons with reader's advisory, reference, and research inquiries using a variety of print and digital materials, including local history items, library databases, and more. Provides technology assistance to patrons as needed. Keeps current on new technology, library databases, and library applications.
2. Selects materials for acquisition based on knowledge of circulation history and patron interest, reviews from reputable trade journals, and existing and developing social issues and current affairs. Assists in selection of new online databases and services and designs programs or services to acquaint the public with the libraries' digital resources and content.
3. Maintains adult collections. Makes decisions on removing materials based on circulation histories, physical condition of materials, validity of information contained in the materials and need for materials in the overall library collections; oversees continual inventory of library collections.
4. Administers inter-library loan program using library network, Commonwealth Catalog, and Mass ILL (CLIO); requests, or receives requests for, materials from area, regional, and national libraries on behalf of patrons; processes requests and maintains records; delivers and picks up materials from library branches as needed. Maintains ILL records for reporting purposes. Instructs library staff in ILL procedures and attends regular ILL training and workshops.
5. Augments libraries' adult program offerings by doing outreach to the community and developing and planning public programs for adults, seniors, and community groups; delivers or facilitates programs (onsite and offsite); evaluates programs; and maintains and reports program statistics.
6. Provides assistance with coordination of day-to-day operations of the libraries, including coordination of staff schedules and regular staff meetings and contributing to screening/hiring processes, supervision of volunteers, working closely with, and under the guidance of, the Library Director.
7. Handles routine administration of library affairs when the Director is away. When necessary, prepares and submits payroll information and departmental payments. Under these circumstances, it is expected that the Adult Services Coordinator would notify the Town Administrator or Library Director of any emergency or other serious concern such that an appropriate response to the situation can be developed and implemented.

Library Technician
Library
January 2024

**TOWN OF
JOB DESCRIPTION**

MONTAGUE

8. Develops library external communications related to programming, news, building closings, and other topics through print and electronic media, including library website and social media platforms.
9. Attends regional library network workshops as needed to maintain knowledge regarding adult services and collections.
10. Fills in as Library Assistant, as needed.

Recommended Minimal Qualifications

Education and Experience

A candidate for this position should have an Bachelor's Degree and 2 to 3 years of library experience, preferably in a adult services position involving reference, technology assistance, reader's advisory, and research assistance; or an equivalent combination of education and experience.

TOWN OF MONTAGUE JOB DESCRIPTION

Additional Requirements

A candidate for this position should have a valid Massachusetts driver's license.

Knowledge, Skills and Abilities

A candidate for this position should have knowledge of the following:

- Standard and specialized references sources in print and electronic formats
- MS Office, social media platforms, Evergreen library catalog (or similar), library databases, and online resources

Skill in:

- Excellent customer service, ability to communicate clearly and effectively, interpersonal ability
- Reference interviews, research, genealogy
- Prioritization

And ability to:

- Deal with the public and difficult customers
- Maintain and operate computers and web-based applications efficiently
- Perform database searches
- Perform technical, detail work

Tools and Equipment Used

The employee operates standard library and office equipment (e.g., personal computer, telephone, and copier), measuring devices, and a Class D motor vehicle (passenger car).

Physical Requirements

The physical demands listed here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

Moderate physical effort is required to perform administrative duties. Employee is regularly required to use hands, sit, talk and listen, stand, and walk. The employee routinely is required to stoop, kneel, crouch and reach with hands and arms. Employee occasionally lifts up to 60 lbs.

Vision requirements include the ability to read routine documents for analysis and general understanding, read maps and plans, perform measurements, and use a computer.

**TOWN OF MONTAGUE
JOB DESCRIPTION**

Work Environment

The work environment characteristics described here are representative of those that the employee encounters while performing the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

Employee works in a library environment with some exposure to dust and musty conditions.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Approved:

_____ Date _____
Town Administrator

_____ Date _____
Board Chair, if necessary

TOWN OF MONTAGUE
CONTRACT FOR LIBRARY WEBSITE SERVICES

TOWN OF MONTAGUE, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 7th day of **October, 2024** by and between the **TOWN of MONTAGUE**, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Avenue A, Turners Falls, MA 01376, hereinafter referred to as the “TOWN”, and **Clearpeak Interactive, Inc.**, a business located principally at 1155 Walnut Street, Suite 23, Newton Highlands, MA 02461, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the Montague Public Libraries Website Redesign and Development, hereinafter “the Services”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement and Attachment A: Price Quote and Service Description. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the terms most favorable to the Town shall govern.
2. THE WORK. The Work consists of obtaining and servicing the Services, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from October 7, 2024 and shall expire on March 31, 2025, unless extended at the discretion of the Town up to a maximum of three total years; unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR **\$19,000** as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR’s Price Proposal, included herein as Attachment A.
 - B. The acceptance by the CONTRACTOR of final payment for services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Services, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.
7. 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.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability and Property Damage combined	\$1,000,000 per occurrence
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Automobile Liability

Bodily Injury and Property Damage Liability combined	\$1,000,000 per occurrence
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Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
Umbrella or Excess Liability	\$2,000,000 per occurrence (claim) and Aggregate

- B. All policies shall identify the TOWN as an additional insured (except Professional Liability and Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

- A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. 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.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this 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 not to exceed the fair value of the services provided hereunder.

13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. 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.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. 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.
20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

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

CONTRACTOR: _____

TOWN OF MONTAGUE, MA
By its: Selectboard

(Signature)

(Name and Title)

FORM A
PRICE QUOTE

Montague Public Libraries Website Redesign and Development

Prices must be submitted on this form and submitted in a separate document from the non-price technical quote. Prices submitted on any other form will not be considered valid. Please return this form and the non-price quotes to:

[Caitlin Kelley, Library Director](mailto:librarydirector@montague-ma.gov)
[Montague Public Libraries](mailto:librarydirector@montague-ma.gov)
[201 Avenue A, Turners Falls, MA 01376](mailto:librarydirector@montague-ma.gov)
librarydirector@montague-ma.gov

Technical quotes and price quotes must be received by **11:00 a.m. September 23, 2024** at the email address listed above. Late quotes will not be considered. All offers are subject to specifications in **RFQ – Montague Public Libraries Website Redevelopment –PRICE QUOTE**. This contract may be extended for up to thirty (30) days at the request of the Town of Montague.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to furnish all such services described in the specifications in RFQ for the following price and that said price will be good for one year.

LUMP SUM BID PRICE: **\$19,000**

OFFEROR: Clearpeak Interactive, Inc

AUTHORIZED SIGNATURE

James C. Woodman, President
Print name and title

September 19, 2024
Date Offered

PHONE: 646-416-3086

STATE OF INCORPORATION: WY

The Town of Montague reserves the right to reject any and all quotes if in its best interest to do so.



Clearpeak Interactive, Inc

Your trusted partner on the Web

Proposal for: Montague Public Libraries Website Redesign
(MPL – Technical Quote)

Prepared by: Jim Woodman – September 19, 2024

1. Introduction and Scope of Work

Montague Public Libraries (MPL) in Montague, MA is planning a full-scale redesign and development of their website currently located at <https://montaguepubliclibraries.org>. The purpose of the project is to enhance the library's visual brand, add features, and ease site maintenance and editorial workflow.

Clearpeak Interactive is pleased to submit this proposal to redesign the MPL site, code design mockups with responsive, mobile-friendly HTML 5/CSS 3, and build a fully functional website using the Craft content management system.

This project has been broken out into the following areas of work:

Visual Design & Information Architecture

- Visual design of website using a clean, professional and engaging look that accurately captures the spirit and mission of MPL.
- Intuitive, clear navigational structure with drop down menus, sub navigation menus and breadcrumbs as necessary



- Follow a consistent and inspiring color palette
- Consistently implement any existing MPL branding requirements
- Consult with MPL in helping to effectively organize content throughout the site to create the best possible user experience
- HTML 5/CSS 3 Responsive design that automatically adapts to all browsers, platforms and devices including smartphones, tablet and desktop computers

Preliminary Functional Specifications

- Homepage Carousel function to highlight special events and programs.
- Modular custom fields available for use on all pages such as tabs, accordion panels, photo grids, bordered panels, video, and captioned images
- Integration of Social Media sites such as Facebook, Twitter, Pinterest LinkedIn
- Dismissable/auto-expiring alert system that can be activated on any page of the site for emergency messages
- Real-time hours widget for displaying Open/Closed message
- Integration with third-party applications such as Libcal, Assabet Interactive, Library Insight, LibraryThing, Novelist and similar vendors
- Ability to add video and audio files to all pages be it youtube, vimeo or hosted video



- Special attention will be paid to search engine optimization with page-specific meta and title tags
- WCAG Level AA Accessibility compliance
- Multiple forms ie Ask a Librarian/Contact/Request Materials/ILL, Friends membership
- Integrate third-party donation function
- Robust search and browse capability
- Library News listing with browse by date and category
- Full-featured events calendar (priced separately below)
- Implementation of Bookletters and similar book widgets
- Implementation of SSL Security certificate for https delivery
- Numerous other static info pages as needed—site navigational structure TBD
- Integration of Google Analytics for site statistics and tracking reports
- All site content will be easily edited by the Craft control panel, which allows for unlimited member groups with specific access privileges as well as complete editorial control of material.



2. Approach/Methodology

Work on this project will proceed in the following phases:

1. Visual Design & Information Architecture

a. Discovery and Review

Clearpeak to meet with MPL to review all content, architecture, goals, audience, and technical requirements for the website. After the initial kick-off meeting, Clearpeak will conduct research on competitor sites and assess the strategy, content, and programming needs of the site with the goal of determining the best architecture and technology for the site. The Findings phase will result in a .pdf text document that states the final site architecture and outlines the key directives for Client review and approval before proceeding.

b. Information Architecture

Upon reviewing all relevant material received from MPL and in conjunction with the information revealed in the Discovery phase, Clearpeak will develop the information architecture of the site to present MPL's wealth of information in an easily navigable and intuitive structure. The main navigational structure and information hierarchy of the site will be presented in the form of a detailed sitemap and navigational scheme. Note: We will review any existing sitemap in the process.



c. Wireframes

With the architecture in place, our next step is to deliver wireframes for the home page and all unique page types to show navigation and other functional elements, but without regard to specific visuals or style.

d. Preliminary Design

Clearpeak will develop two alternative design approaches for the MPLs home page and internal templates, such as image galleries, blog pages or static pages.

e. Design Refinement

Generally, up to three rounds of changes will be made to the chosen design. After establishing the final, approved design of the home page, Clearpeak will present the additional page designs of the site. Again, if necessary, up to three rounds of changes will be made to these internal page templates.

2. Code finalized design mock ups using fully responsive HTML 5/CSS 3/Javascript
3. Create site database structure, build templates and program all site functionality described above using Craft and any custom PHP/MySQL as required by the site specifications.
4. Import all new or existing site content



5. QA and testing of beta site prior to launch with support of following browsers and operating systems:
 - IE10+
 - FF3+
 - Safari 3.2+
 - Google Chrome
 - WinXP+
 - Mac OSX 10.4+
 - Iphone
 - Ipad
 - android

6. In-person training of MPL staff will include teaching all steps necessary for ongoing maintenance of the site such as editing pages, creating new pages/entries and uploading photos and video. Written training documentation will also be provided.

7. Ongoing maintenance will be performed as part of service contract entered into between Clearpeak and MPL.

8. Clearpeak Project Manager Jim Woodman will oversee all aspects of the project to ensure that milestones are met in a timely manner and deliverables meet expectations. Basecamp will be used as our project management tool to provide a clearinghouse for all project-related files, materials and discussions. A project calendar will be established outlining all milestone dates and associated deliverables. A schedule of ongoing status calls will also be provided for regular updates.



3. Assumptions

1. After initial launch, all content editing and changes to be performed by MPL
2. Site must be served on a Linux/Apache server to accommodate Craft
3. All brand identity material such as Logo to be provided by MPL
4. All content writing and editing will be the responsibility of MPL
5. All website content and branding materials remains the exclusive property of MPL.
6. Clearpeak reserves the right to showcase the new MPL site as part of their “portfolio”
7. Any changes or additions to the technical requirements listed above will be considered a “Change Order” and may incur additional fees and schedule time.



4. Company and Team Profile

Clearpeak Interactive, Inc

Since 2007 Clearpeak has been an established leader in building websites for healthcare, research, and educational institutions. We specialize in large, content-rich sites where data must be meticulously organized and navigation must be intuitive to allow for maximum access to highly complex information. Everyday we work with organizations to build beautiful websites that work over the long haul. Although technologies change daily we believe that the latest is not always the greatest and sometimes order, restraint and a long-term relationship are what you really need from an agency.

Here is a list of some of our most recent clients:

- Harvard University Continuing Education
- Harvard Graduate School of Education
- Harvard Distance Education Program
- Harvard Law School
- Harvard Business School Publishing
- Boston College Physics Department
- Andover Newton Theological School
- Leominster Public Library
- Saigon South International School



- Boston Center for Jewish Heritage
- Public Library of Brookline
- Northeast ALS Consortium
- Landmark College
- Emory University
- Diabetes Education and Camping Association
- Houghton Mifflin
- Sherborn Library
- Sargent Memorial Library
- Westwood Public Library
- Worcester Talking Book Library
- Lymphatic Education & Research Network
- International School of Luxembourg
- Massachusetts Historical Society
- Massachusetts General Hospital
- Massachusetts Eye & Ear Infirmary
- Concord Free Public Library
- Framingham Public Library
- Partners Health Care
- Rampart Investment Management
- Tuck School of Business at Dartmouth College
- Fidelity Investments
- Hanover Insurance
- Hewlett Packard
- and many more

Please see our complete client list and online portfolio at
www.clearpeak.net



Jim Woodman

Founder/Project Manager. A trained librarian, Jim Woodman has been involved with the Web since 1995. He has worked for such diverse institutions as Harvard University, Boston College, the Boston Athenæum, and Fidelity Investments. With MAs in Anthropology and Library Science Jim understands technology and has the experience to share with his clients the full capabilities of the Web.

Christopher Muro

CMS/PHP/MySQL Developer. Christopher has extensive programming experience dating back to 1994 with a hospitality reservation booking/management web application. Since then he has been involved with large programming efforts for Fortune 500 companies, such as customized CEO dashboards utilizing AJAX to integrate cross business real-time visibility from multiple databases, as well as smaller individual projects. Christopher primarily develops in the core LAMP stack

Yujin Asai

Web Producer/Designer. Yujin has established comprehensive web solutions for variety of clients including various Broadway and Off-Broadway productions, Columbia University, Interep, and other corporate, architectural, and retail clients. He has also designed and developed solutions such as marketing websites, intranets, content management/publishing systems, online marketing, and web/email hosting. Yujin is the true “Swiss Army Knife” of Web design and development. Yujin holds a BA in Architecture from Carnegie Mellon University.

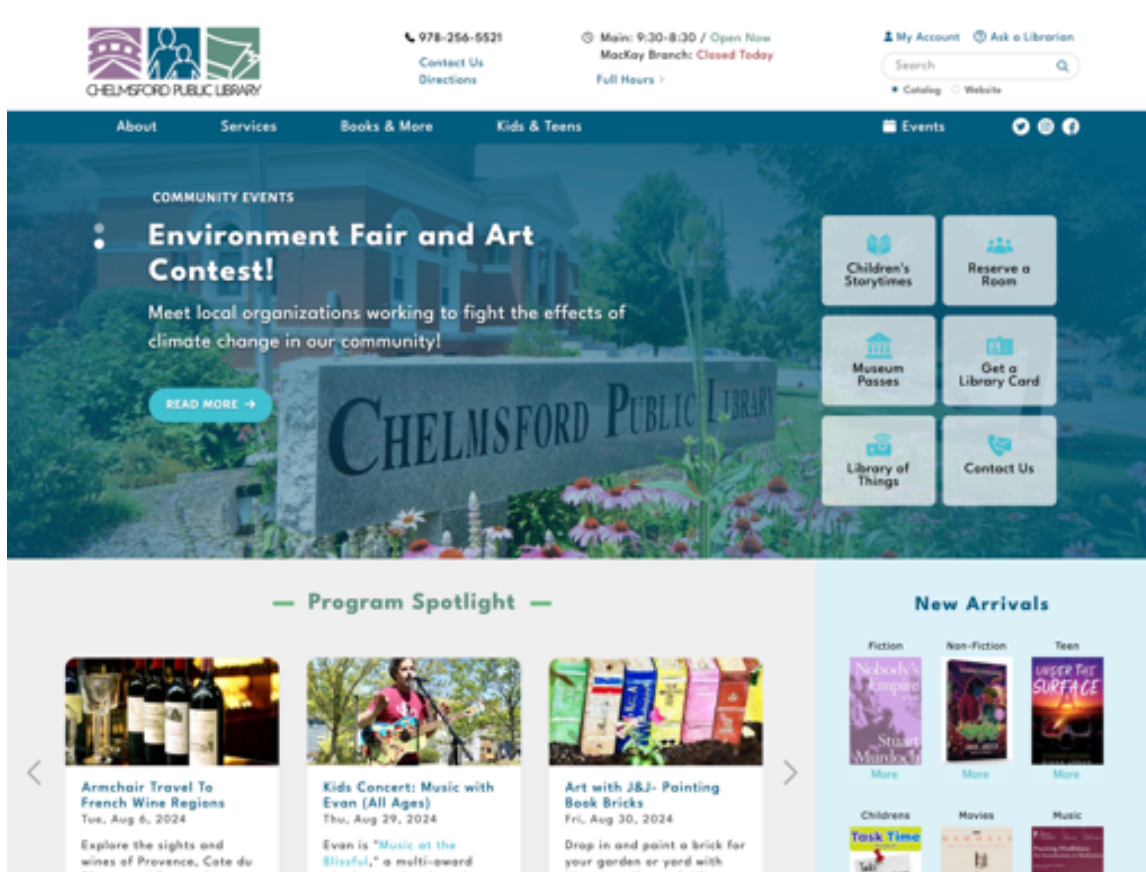


5. Recent Work by Clearpeak

Chelmsford Public Library (in production)

<http://chelmsford.clearpeak.net>

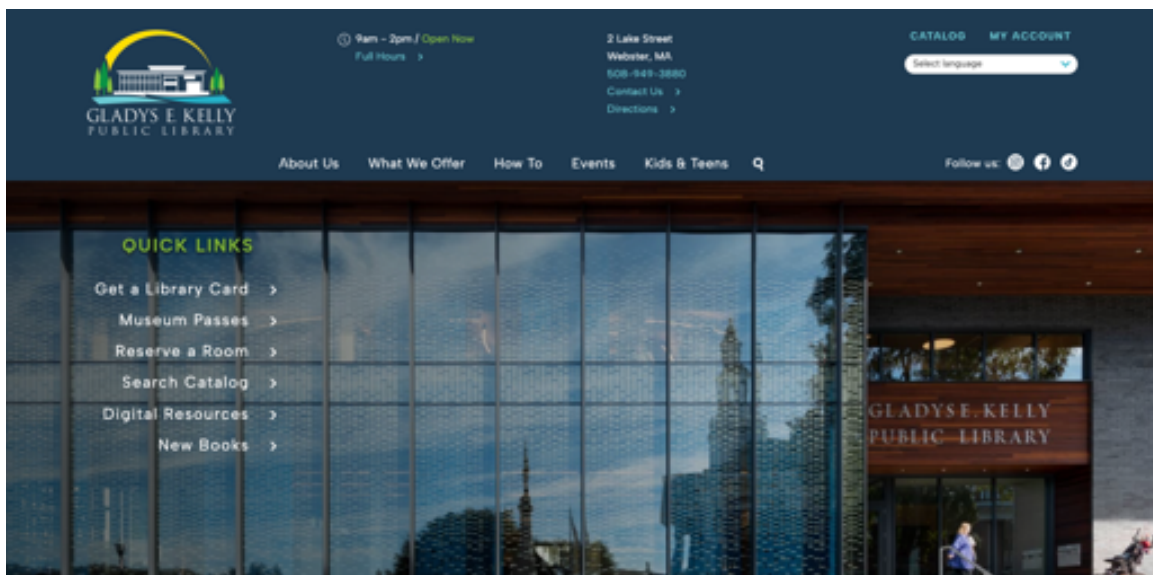
Our Role: IA, Visual Design, Responsive Coding, CMS



1155 Walnut Street, Suite 23 // Newton Highlands, MA 02461 // 646-416-3086
 info@clearpeak.net // www.clearpeak.net

Gladys E. Kelly Public Library
<https://gladyskellylibrary.org>

Our Role: IA, Visual Design, Responsive Coding, CMS



1155 Walnut Street, Suite 23 // Newton Highlands, MA 02461 // 646-416-3086
 info@clearpeak.net // www.clearpeak.net

Forbush Memorial Library

www.forbushlibrary.org

Our Role: IA, Visual Design, Responsive Coding, CMS

118 Main Street
Westminister, MA 01473
978-874-7416
Contact Us
Directions

TUE-THU: 10am-8pm
FRI: 10am-5pm
SAT: 9am-2pm
SUN, MON: CLOSED
Closed Now

My Account Ask A Librarian

Catalog Website
Search Catalog

About Us What We Offer Calendar & Events Youth Services Follow Our Socials

Tech Thursdays

Drop in for answers to your tech questions—how can we help?
Thursdays 9/28, 10/26, 11/30
6:00 - 7:00 PM

Drop in or pre-register
Call or click the Register link forbushlibrary.org

118 Main St. Westminister, MA 01473 | 978-874-7416 | forbushlibrary.org

Adult Events Kids Events Teen Events

- NaNoWriMo Write-in 12:00 PM-1:30 PM
- NaNoWriMo Write-in 6:00 PM-7:30 PM
- Chair & Stand 10:15 AM-11:15 AM
- Quilting at Forbush 12:00 PM-3:00 PM
- Celtic Christmas Program 6:00 PM-8:00 PM
- Friends of Forbush 6:30 PM-7:30 PM

See all

— Spotlight —



1155 Walnut Street, Suite 23 // Newton Highlands, MA 02461 // 646-416-3086
info@clearpeak.net // www.clearpeak.net

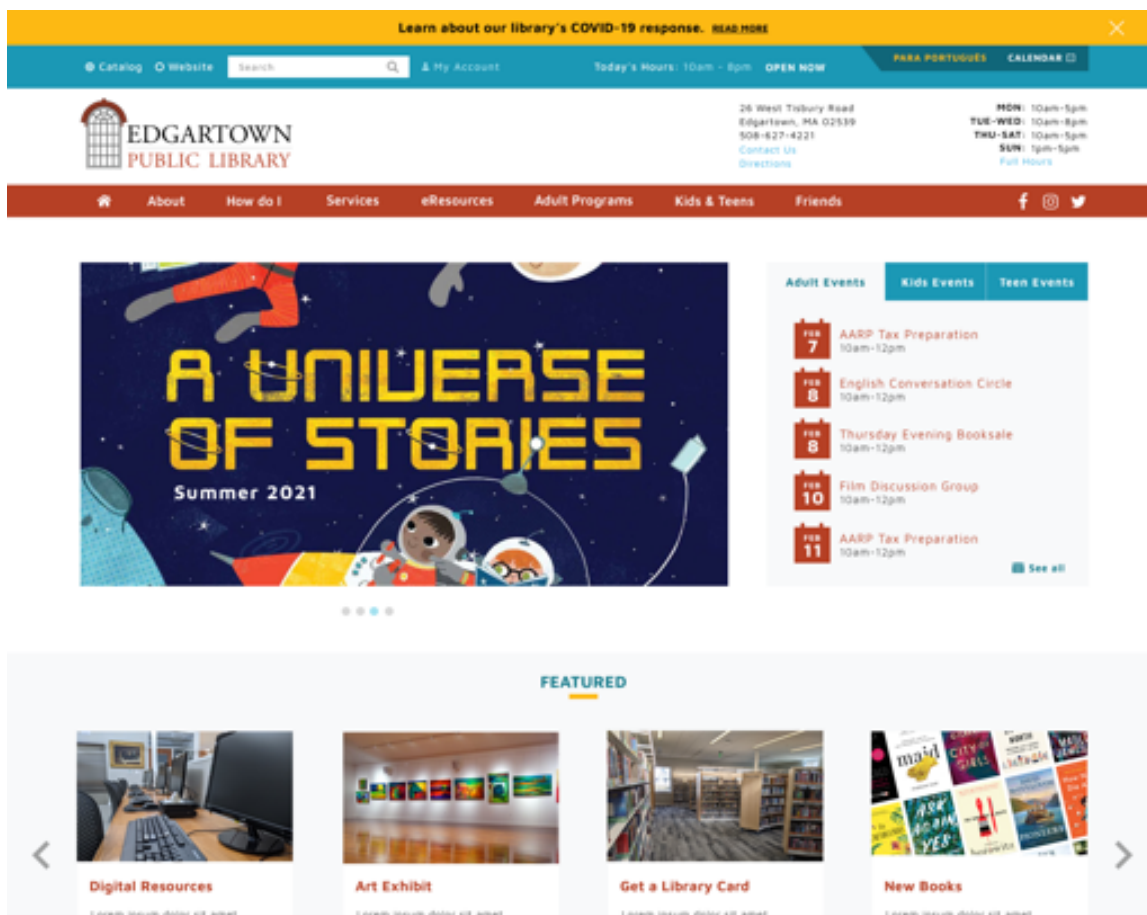
Leominster Public Library
www.leominsterlibrary.org

Our Role: IA, Visual Design, Responsive Coding, CMS



Edgartown Public Library
<https://edgartownlibrary.org>

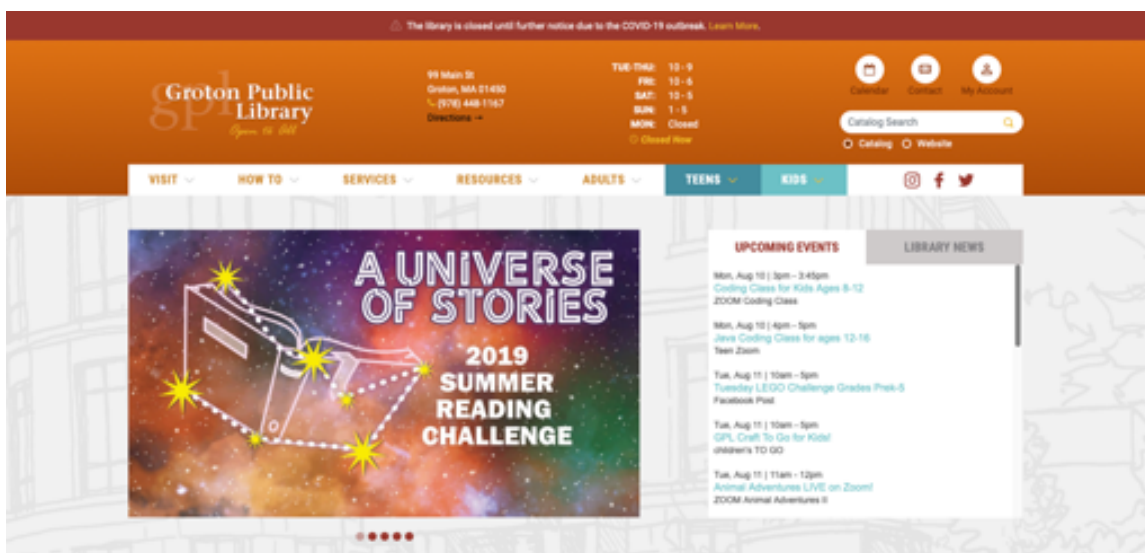
Our Role: IA, Visual Design, Responsive Coding, CMS



1155 Walnut Street, Suite 23 // Newton Highlands, MA 02461 // 646-416-3086
info@clearpeak.net // www.clearpeak.net

Groton Public Library
gpl.org

Our Role: IA, Visual Design, Responsive Coding, CMS



1155 Walnut Street, Suite 23 // Newton Highlands, MA 02461 // 646-416-3086
info@clearpeak.net // www.clearpeak.net

References

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smurphy@cwmars.org
508-949-3880

Caroline Nie
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cnie@minlib.net
978-318-3368

Vanessa Abraham
Library Director
Groton Public Library
978-448-2652
vabraham@gpl.org



COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2024 STATE ELECTION

Franklin, SS.

To the Constables of the Town of Montague:

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at: Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 5, downtown section of Turners Falls, the Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls on **TUESDAY, THE FIFTH DAY OF NOVEMBER, 2024**, from 7:00 A.M. TO 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

ELECTORS OF PRESIDENT AND VICE PRESIDENT	FOR THESE UNITED STATES
SENATOR IN CONGRESS	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS	SECOND DISTRICT
COUNCILLOR.....	EIGHTH DISTRICT
SENATOR IN GENERAL COURT.....	HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT	FIRST FRANKLIN DISTRICT
CLERK OF COURTS.....	FRANKLIN COUNTY
REGISTER OF DEEDS.....	FRANKLIN DISTRICT
COUNCIL OF GOVERNMENTS EXECUTIVE COMMITTEE.....	FRANKLIN COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would specify that the State auditor has the authority to audit the legislature.

A **YES VOTE** would specify that the State auditor has the authority to audit the legislature.

A **NO VOTE** would make no change in the law relative to the State Auditor’s authority.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would eliminate the requirement that a student pass the Massachusetts Comprehensive Assessment System (MCAS) tests (or other statewide or district-wide assessments) in mathematics, science and technology, and English in order to receive a high school diploma. Instead, in order for a student to receive a high school diploma, the proposed law would require the student to complete coursework certified by the student's district as demonstrating mastery of the competencies contained in the state academic standards in mathematics, science and technology, and English, as well as any additional areas determined by the Board of Elementary and Secondary Education.

A YES VOTE would eliminate the requirement that students pass the Massachusetts Comprehensive Assessment System (MCAS) in order to graduate high school but still require students to complete coursework that meets state standards.

A NO VOTE would make no change in the law relative to the requirement that a student pass the MCAS in order to graduate high school.

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would provide Transportation Network Drivers ("Drivers") with the right to form unions ("Driver Organizations") to collectively bargain with Transportation Network Companies ("Companies")-which are companies that use a digital network to connect riders to drivers for pre-arranged transportation-to create negotiated recommendations concerning wages, benefits and terms and conditions of work. Drivers would not be required to engage in any union activities. Companies would be allowed to form multi-Company associations to represent them when negotiating with Driver Organizations. The state would supervise the labor activities permitted by the proposed law and would have responsibility for approving or disapproving the negotiated recommendations. The proposed law would define certain activities by a Company or a Driver Organization to be unfair work practices. The proposed law would establish a hearing process for the state Employment Relations Board ("Board") to follow when a Company or Driver Organization is charged with an unfair work practice. The proposed law would permit the Board to take action, including awarding compensation to adversely affected Drivers, if it found that an unfair work practice had been committed. The proposed law would provide for an appeal of a Board decision to the state Appeals Court. This proposed law also would establish a procedure for determining which Drivers are Active Drivers, meaning that they completed more than the median number of rides in the previous six months. The proposed law would establish procedures for the Board to determine that a Driver Organization has signed authorizations from at least five percent of Active Drivers, entitling the Driver Organization to a list of Active Drivers; to designate a Driver Organization as the exclusive bargaining representative for all Drivers based on signed authorizations from at least twenty-five percent of Active Drivers; to resolve disputes over exclusive bargaining status, including through elections; and to decertify a Driver Organization from exclusive bargaining status. A Driver Organization that has been designated the exclusive bargaining representative would have the exclusive right to represent the Drivers and to receive voluntary membership dues deductions. Once the Board determined that a Driver Organization was the exclusive bargaining representative for all Drivers, the Companies would be required to bargain with that Driver Organization concerning wages, benefits and terms and conditions of work. Once the Driver Organization and Companies reached agreement on wages, benefits, and the terms and conditions of work, that agreement would be voted upon by all Drivers who has completed at least 100 trips the previous quarter. If approved by a majority of votes cast, the recommendations would be submitted to the state Secretary of Labor for approval and if approved, would be effective for three years. The proposed law would establish procedures for the mediation and arbitration if the Driver Organization and Companies failed to reach agreement within a certain period of time. An arbitrator would consider factors set forth in the proposed law, including whether the wages of Drivers would be enough so that Drivers would not need to rely upon any public benefits. The proposed law also sets out procedures for the Secretary of Labor's review and approval of recommendations negotiated by a Driver Organization and the

Companies and for judicial review of the Secretary's decision. The proposed law states that neither its provisions, an agreement nor a determination by the Secretary would be able to lessen labor standards established by other laws. If there were any conflict between the proposed law and existing Massachusetts labor relations law, the proposed law would prevail. The Board would make rules and regulations as appropriate to effectuate the proposed law. The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect.

A YES VOTE would provide transportation network drivers the option to form unions to collectively bargain with transportation network companies regarding wages, benefits, and terms and conditions of work

A NO VOTE would make no change in the law relative to the ability of transportation network drivers to form unions.

QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would allow persons aged 21 and older to grow, possess, and use certain natural psychedelic substances in certain circumstances. The psychedelic substances allowed would be two substances found in mushrooms (psilocybin and psilocyn) and three substances found in plants (dimethyltryptamine, mescaline, and ibogaine). These substances could be purchased at an approved location for use under the supervision of a licensed facilitator. This proposed law would otherwise prohibit any retail sale of natural psychedelic substances. This proposed law would also provide for the regulation and taxation of these psychedelic substances. This proposed law would license and regulate facilities offering supervised use of these psychedelic substances and provide for the taxation of proceeds from those facilities' sales of psychedelic substances. It would also allow persons aged 21 and older to grow these psychedelic substances in a 12-foot by 12-foot area at their home and use these psychedelic substances at their home. This proposed law would authorize persons aged 21 or older to possess up to one gram of psilocybin, one gram of psilocyn, one gram of dimethyltryptamine, 18 grams of mescaline, and 30 grams of ibogaine ("personal use amount"), in addition to whatever they might grow at their home, and to give away up to the personal use amount to a person aged 21 or over. This proposed law would create a Natural Psychedelic Substances Commission of five members appointed by the Governor, Attorney General, and Treasurer which would administer the law governing the use and distribution of these psychedelic substances. The Commission would adopt regulations governing licensing qualifications, security, recordkeeping, education and training, health and safety requirements, testing, and age verification. This proposed law would also create a Natural Psychedelic Substances Advisory Board of 20 members appointed by the Governor, Attorney General, and Treasurer which would study and make recommendations to the Commission on the regulation and taxation of these psychedelic substances. This proposed law would allow cities and towns to reasonably restrict the time, place, and manner of the operation of licensed facilities offering psychedelic substances, but cities and towns could not ban those facilities or their provision of these substances. The proceeds of sales of psychedelic substances at licensed facilities would be subject to the state sales tax and an additional excise tax of 15 percent. In addition, a city or town could impose a separate tax of up to two percent. Revenue received from the additional state excise tax, license application fees, and civil penalties for violations of this proposed law would be deposited in a Natural Psychedelic Substances Regulation Fund and would be used, subject to appropriation, for administration of this proposed law. Using the psychedelic substances as permitted by this proposed law could not be a basis to deny a person medical care or public assistance, impose discipline by a professional licensing board, or enter adverse orders in child custody cases absent clear and convincing evidence that the activities created an unreasonable danger to the safety of a minor child. This proposed law would not affect existing laws regarding the operation of motor vehicles while under the influence, or the ability of employers to enforce workplace policies restricting the consumption of these psychedelic substances by employees. This proposed law would allow property owners to prohibit the use, display, growing, processing, or sale of these psychedelic substances on their premises. State and local governments could continue to restrict the possession and use of these psychedelic substances in public buildings or at schools. This proposed law would take effect on December 15, 2024.

A **YES VOTE** would allow persons over age 21 to use certain natural psychedelic substances under licensed supervision and to grow and possess limited quantities of those substances in their home and would create a commission to regulate those substances.

A **NO VOTE** would make no change in the law regarding natural psychedelic substances.

QUESTION 5: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would gradually increase the minimum hourly wage an employer must pay a tipped worker, over the course of five years, on the following schedule:

- To 64% of the state minimum wage on January 1, 2025;
- To 73% of the state minimum wage on January 1, 2026;
- To 82% of the state minimum wage on January 1, 2027;
- To 91% of the state minimum wage on January 1, 2028; and
- To 100% of the state minimum wage on January 1, 2029

The proposed law would require employers to continue to pay tipped workers the difference between the state minimum wage and the total amount a tipped worker receives in hourly wages plus tips through the end of 2028. The proposed law would also permit employers to calculate this difference over the entire weekly or bi-weekly payroll period. The requirement to pay this difference would cease when the required hourly wage for tipped workers would become 100% of the state minimum wage on January 1, 2029.

Under the proposed law, if an employer pays its workers an hourly wage that is at least the state minimum wage, the employer would be permitted to administer a “tip pool” that combines all the tips given by customers to tipped workers and distributes them among all the workers, including non-tipped workers.

A **YES VOTE** would increase the minimum hourly wage an employer must pay a tipped worker to the full state minimum wage implemented over five years, at which point employers could pool all tips and distribute them to all non-management workers.

A **NO VOTE** would make no change in the law governing tip pooling or the minimum wage for tipped workers.

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

Given under our hands this _____ day of October, 2024.

Richard J. Kuklewicz, Chair _____

Christopher M. Boutwell _____

Matthew R. Lord _____

Franklin, ss Montague, MA, October _____, 2024

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

_____, 2024.
Constable Signature (Month and Day)

ARPA Spending Strategy Running Balance 10.1.2024

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)		19,270	19,270	0	CLOSED
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	228,131	35,869	under contract
225-5-128-5800-012	Infrastructure/ Wastewater	Operations Building Boiler Replacement	5/1/2023	0	0	0	CLOSED
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	0	0	0	CLOSED
225-5-128-5800-031	Infrastructure/ Wastewater	Screw Pump Bid Overage		240,784	0	240,784	contract on 10/7 agenda
225-5-128-5800-032	Infrastructure/ Wastewater	Screw Pump Contingency		88,923	0	88,923	contract on 10/7 agenda
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		5,758	5,758	0	CLOSED
225-5-128-5800-010	Economic/Community Recovery	Avenue A Streetscape Phase IV Design	3/6/2023	46,800	46,800	0	under contract
225-5-128-5800-026	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	3,124	3,124	0	CLOSED
225-5-128-5800-019	Economic/Community Recovery	Cultural Council Match FY24 and FY25	8/7/2023	18,000	18,000	0	ready to CLOSE
225-5-128-5800-021	General Capital	Town Hall Annex Solar	6/5/2023	192,931	192,931	0	under contract
225-5-128-5800-022	General Capital	Old Town Hall Windows	6/5/2023	149,229	149,229	0	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	95,998	95,998	0	under contract
225-5-128-5800-001	Contingency	COVID Test Kits	1/3/2022	18,450	18,450	0	CLOSED
225-5-128-5800-027	Contingency	Airport Mower	7/22/2024	16,059	16,059	0	CLOSED
225-5-128-5800-028	Contingency	Montague Village Ctr Complete Streets	8/5/2024	20,200	20,200	0	under contract
225-5-128-5800-030	Contingency	Sheffield Afterschool Program		75,000	0	75,000	documentation from GMRSD?
225-5-128-5800-029	Contingency	Carnegie Basement Overage		27,000	27,000	0	under contract

total allocated 2,393,034 1,925,457 440,577
ARPA Funds Unallocated 61,588

Spending Category	Spending Target	Allocated	Difference
50% Wastewater Infrastructure	\$ 1,227,311	\$ 1,359,967	\$ (132,656)
30% General Capital Improvements	\$ 736,387	\$ 483,831	\$ 252,555
10% Economic/ Community Recovery	\$ 245,462	\$ 392,527	\$ (147,064)
10% Contingency	\$ 245,462	\$ 156,709	\$ 88,753
	\$ 2,454,622	\$ 2,393,034	\$ 61,588

Attention: **Walter Ramsey, AICP**

Date: **9/30/2024**

Project No.: **21657**

Address: **Town of Montague
1 Avenue A
Turner Falls, MA 01376**

Re: **Montague CWF Screw Pump Station Executed Documents**

Item(s) accompanying this transmittal:

- Agreement Plans Specifications Prints
 Shop Drawings Change Order Samples Copy of Letter
 Other: **Executed Documents**

Copies	Date	No.	Description
5	9/30/2024	1	00520 Agreement
2	9/30/2024	2	00610 Performance Bond
2	9/30/2024	3	00615 Payment Bond
1	9/30/2024	4	COI (9/30/23-9/30/24), COI (9/30/24-9/30/25)

Purpose:

- For approval Approved as submitted Resubmit copies for approval
 For signature Approved as noted Submit copies for distribution
 For your use Returned for corrections Return corrected prints
 As requested For review and comment Prints returned after loan to us
 Other: FOR BIDS DUE

Remarks: **Please sign all five agreements and scan back one signed executed agreement. Bring all five agreements to the pre-construction meeting for distribution.**

One copy of the scanned, executed agreement can be emailed to lisa.muscanell@wright-pierce.com

Copy To: **file**

Signed:





THE ASSOCIATED CONSTRUCTION COMPANY

CONSTRUCTION MANAGERS | GENERAL CONTRACTORS

55 AIRPORT ROAD, SUITE 206 , HARTFORD, CT 06114

TEL: 860-296-4114 FAX: 860-296-7206 WWW.ACCGC.COM

September 27, 2024

Wright-Pierce
169 Main Street, 700 Plaza Middlesex
Middletown, CT 06457

Attn: Lisa M. Muscanell-DePaola, PE

Re: Notice of Award & Engineer's Project No.: 21657

Subject: Montague CWF Primary Effluent Screw Pump Station Improvements
Notice of Award and Agreement

Dear Ms. Muscanell-DePaola,

The Associated Construction Company acknowledges receipt of the letter "Notice of Award".
Enclosed please find the following documents:

Agreement

- 5 Original counterparts of the Agreement; signed and notarized.

Certificate of Insurance

- # Certificate of Insurance Exp 9/30/23 - 9/30/24
- # Certificate of Insurance Exp 9/30/24 - 9/30/25

Bonds

- 2 Copies of Payment Bond
- 2 Copies of Performance Bond

If you have any questions or require further information, please contact our office.

Very Truly Yours,

The Associated Construction Co.
Roger Barshan
Vice President

CC: Joe Jankowski
File

SECTION 00520AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Town of Montague, MA** ("Owner") and **The Associated Construction Company** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Demolition and replacement of two 48" diameter screw pumps with corresponding motors, bearings, lubrication system, and appurtenances; control panels and instrumentation; concrete patching and repair.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Montague MA CWF Primary Effluent Screw Pump Station Upgrade**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Wright-Pierce** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.03 *Contract Times: Days*
- A. The Work will be substantially complete within **365** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **425** days after the date when the Contract Times commence to run.
1. The Contract Times indicated herein have been established to allow for materials procurement and delivery on long lead-time items. Contractor's time on-site shall be limited to a maximum of **180** days and a single mobilization and shall not exceed the date established for Substantial Completion.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. Deleted.

4.06 *Special Damages*

- A. Deleted.
- B. Deleted.
- C. Deleted.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. Contractor's bid includes payment of Massachusetts Prevailing Wage rates throughout the duration of the project.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

1. Deleted.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. Deleted.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **21** sheets with each sheet bearing the following general title: **Montague CWF Primary Effluent Screw Pump Station Upgrade**.
 7. Addenda (numbers **1** to **5**, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.-

8.04 *Other Provisions*

- A. Deleted.

ARTICLE 9—MISCELLANEOUS

Not Used.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on Contract).

(which is the Effective Date of the

Owner:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

The Associated Construction Company
(typed or printed name of organization)

By:

(individual's signature)

Date:

9/20/24
(date signed)

Name:

Joseph Jankowski
(typed or printed)

Title:

President
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

Office Manager / Project Coordinator
(typed or printed)

Address for giving notices:

55 Airport Road, Ste 206
Hartford, ct 06114

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

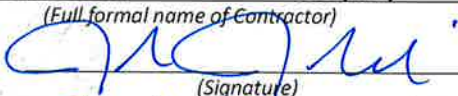
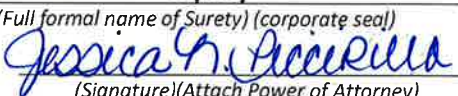
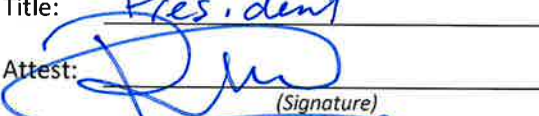
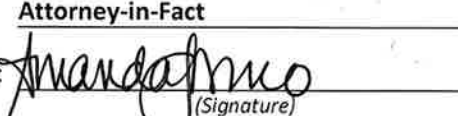
(where applicable)

State:

END OF SECTION

SECTION 00615

PAYMENT BOND

<p>Contractor Name: The Associated Construction Company Address (principal place of business): 55 Airport Road, Suite 206 Hartford, CT 06114</p>	<p>Surety Name: Arch Insurance Company Address (principal place of business): 3 Parkway, Suite 1500 Philadelphia, PA 19102</p>
<p>Owner Name: Town of Montague Mailing address (principal place of business): 1 Avenue A Turner Falls, MA 01376</p>	<p>Contract Description (name and location): Montague CWF Primary Effluent Screw Pump Station Improvements Contract Price: \$2,397,461.00 Effective Date of Contract: Two Million Three Hundred Ninety-Seven Thousand Four Hundred Sixty-One and 00/100 Dollars</p>
<p>Bond Bond Amount: Two Million Three Hundred Ninety-Seven Thousand Four Hundred Sixty-One and 00/100 Dollars (\$2,397,461.00) Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal The Associated Construction Company (Full formal name of Contractor)</p>	<p>Surety Arch Insurance Company (Full formal name of Surety) (corporate seal)</p>
<p>By:  (Signature) Name: Joseph Jankowski (Printed or typed)</p>	<p>By:  (Signature)(Attach Power of Attorney) Name: Jessica L. Piccirillo (Printed or typed)</p>
<p>Title: President</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest:  (Signature) Name: Roger Brusman (Printed or typed)</p>	<p>Attest:  (Signature) Name: Amanda Jovino (Printed or typed)</p>
<p>Title: V.P.</p>	<p>Title: Witness</p>
<p>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</p>	

EJCDC® C-615, Payment Bond.

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PAYMENT BOND

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

PAYMENT BOND

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;



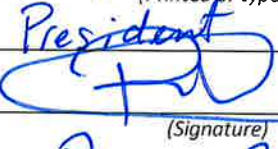
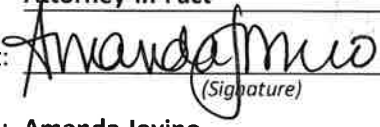
PAYMENT BOND

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

END OF SECTION

SECTION 00610

PERFORMANCE BOND

<p>Contractor Name: The Associated Construction Company Address (principal place of business): 55 Airport Road, Suite 206 Hartford, CT 06114</p>	<p>Surety Name: Arch Insurance Company Address (principal place of business): 3 Parkway, Suite 1500 Philadelphia, PA 19102</p>
<p>Owner Name: Town of Montague Mailing address (principal place of business): 1 Avenue A Turner Falls, MA 01376</p>	<p>Contract Description (name and location): Montague CWF Primary Effluent Screw Pump Station Improvements Contract Price: \$2,397,461.00 Effective Date of Contract:</p>
<p>Bond Bond Amount: Two Million Three Hundred Ninety- Seven Thousand Four Hundred Sixty-One and 00/100 Dollars (\$2,397,461.00) Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p>The Associated Construction Company (Full formal name of Contractor)</p>	<p>Arch Insurance Company (Full formal name of Surety) (corporate seal)</p>
<p>By:  (Signature)</p>	<p>By:  (Signature)(Attach Power of Attorney)</p>
<p>Name: <u>Joseph Jankowski</u> (Printed or typed)</p>	<p>Name: <u>Jessica L. Piccirillo</u> (Printed or typed)</p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest:  (Signature)</p>	<p>Attest:  (Signature)</p>
<p>Name: <u>Roger Bawstin</u> (Printed or typed)</p>	<p>Name: <u>Amanda Jovino</u> (Printed or typed)</p>
<p>Title: <u>V.P.</u></p>	<p>Title: <u>Witness</u></p>
<p>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</p>	

PERFORMANCE BOND

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

PERFORMANCE BOND

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None.**

END OF SECTION

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anthony Panno, Diane Moraski, Jessica L. Piccirillo, Kathleen M. Flanagan, Richard A. Leveroni, Russell M. Canterbury and Victoria P. Lyons of Farmington, CT (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 31st day of March, 2023.

Attested and Certified

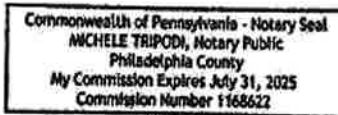
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 31, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20th day of March, 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Town of Montague: List of Bidders

Project Name:

11th Street Bridge Rehabilitation

Bid Closing Date/Time:

October 2, 2024, 1:00 PM

Bid #	Date Received	Time Received	Name/Company	Contact Info	Requirements Met?	Price
	10/2/24	12:26	Clayton O. Davenport Trucking		✓	142,000
	10/2/24	12:04	Northern Construction Service LLC		✓	196,225

Opened By: Walter Renshaw
Witness: Wendy Bogy 82

September 26, 2024

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

Re: Scope of Work for Reviewing Odor potential- Marijuana Growing Facility

Ref 4958

Dear Mr. Joyner:

Thank you for considering Tech Environmental (Tech) for your third-party review. Tech Environmental is truly the only long-term nuisance assessment consulting and design firm in the area. Tech has been providing nuisance related services for over 35 years. Some firms may examine the science of odor or noise, but none include odor, noise, dust, lighting, vibration, etc., and can study, recommend, and design solutions. In addition, no other firms have the same level of direct experience with the regulatory community.

As a small, specialized nuisance consulting firm, Tech often works as extension of a city, town, or state regulatory agency. For more than a decade, Tech has been on the review team for the Devens Enterprise Commission for fast tracking environmental reviews of proposed industrial, commercial, or mixed-use projects with respect to compliance with their Industrial Performance Standards, which include all potential nuisance activities such as air, odor, noise, and dust.

Tech has helped revise regulations that include nuisance criteria in four of the six New England States. Ten years ago, a county in Oregon hired Tech for odor training as a springboard to revise their county-wide odor regulations. Tech is pleased to note that the proactive Oregon odor regulations have been successful. In addition to training Maine DEP on odor assessments, Tech is currently working as an extension of their staff exploring potential noisome conditions for virtually every wind turbine project proposed in the State of Maine. For most of the 1990s Tech reviewed every air permit for the State of Rhode Island, as an extension of their staff.

Tech has reviewed, or is still reviewing, marijuana projects for odor/noise in one-half to one-dozen towns. Tech has worked for both the proponent, concerned citizens, and/or local government for these projects. Tech has worked on all three general approaches/styles to marijuana cultivation, and of these three general groups, the one here, a greenhouse style, is the middle style/type of facility with respect to odor control.

Scope of Work

Tech will review any odor control management plans, permitting documents, and any drawings that are provided.

The scope of the review would include providing written comments and feedback on the mechanical ventilation and filtration plans, as well as any odor mitigation policy of the proposed operation. One site visit is included, ideally with the cooperation of the facility. No meeting attendance or public hearing is included. Tech can participate in public meetings online, or via direct attendance on a time and materials basis outside of this scope of work.

Cost and Schedule

Once approved, Tech will complete the initial peer review within two weeks of Tech's approval, if approved by the end of this week, by attending a site visit next week. If approval takes another week, then the scope would be to complete the work within three weeks of approval. Tech can work with you on the schedule to make sure our review summary meets the deadlines for inclusion in the packages to the Planning Board/Zoning Board of Appeals for them to review prior to any scheduled meetings.

It is typical that the initial odor control review requires additional information prior to recommendations. Tech estimates that this work can be completed for up to 20 hours of my, and our staff's, time, including travel time. There will be one memorandum deliverable. The cost for the odor task including ODCS will be up to \$4,900.

Special Employee Determination

Please note that this section has been added for potential municipal engagements because strict interpretation of state ethics laws could suggest that Tech might be a "municipal employee" by default, simply by working on behalf of a City or Town's. By signing this document as the Official responsible for approving this particular matter, you are agreeing that Tech Environmental is not operating as a municipal employee, but instead operating as a "special employee". This "special" designation means that any "Official Act" Tech provides, such as a decision, recommendation, or action for this scope of work, is limited to the particular matter referenced herein, and that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect.

Additional Work

This scope of work assumes that the proponents/town will provide all the detailed odor control information that they intend to provide within three business days. Ideally, detailed site plans, odor emission estimates, etc., it should be provided all at one time. If additional information is provided in a stepped manner, or if design information is changed, then there will be additional work that will need to be added and charged on a time and materials basis per the attached rates and terms to complete the review.

No meetings are included in this review scope of work. Any meetings outside of conference calls with you would be considered out of scope. Any additional review, after our initial recommendation letter is completed would be outside of the scope of work; and would be billed on a time and material basis, and only after a request in writing from the proper town representative.

If this scope is acceptable, please sign below to acknowledge the Special Employee status and to authorize the work. If you have any questions about this scope of work, please call me on my cell 781-718-9305 to discuss.

Sincerely,

TECH ENVIRONMENTAL, INC.



Michael T. Lannan, P.E.
President

Accepted by:

Walter Ramsey/Town of Montague

Signature

Date

TIME & MATERIALS BILLING RATES AND TERMS

Effective January 1, 2024

Labor

Labor is charged on an hourly basis to clients. The current hourly rates are broken into three categories: Senior Engineers/Scientists, Managing Engineers/Scientists, and Project Staff. Both Senior Engineers/Scientists and Managing Engineers/Scientists are specialists with at least 10-15 years' experience in our focused services. Senior Engineers/Scientists are specialized technical experts in our focused services, who are not officers of the firm.

Senior Engineers/Scientists

Senior Engineer/Scientist VII	\$325
Senior Engineer/Scientist VI	\$320
Senior Engineer/Scientist V	\$315
Senior Engineer/Scientist IV	\$280
Senior Engineer/Scientist III	\$235
Senior Engineer/Scientist II	\$205
Senior Engineer/Scientist I	\$185
Senior Technician	\$120
Senior Administrative Assistant	\$75

Managing Engineers/Scientists

Managing Engineer, Scientist VII	\$325
Managing Engineer, Scientist VI	\$320
Managing Engineer, Scientist V	\$315
Managing Engineer, Scientist IV	\$280
Managing Engineer, Scientist III	\$235
Managing Engineer, Scientist II	\$205
Managing Engineer, Scientist I	\$185

Project Staff

Project Engineer, Scientist V	\$185
Project Engineer, Scientist IV	\$175
Project Engineer, Scientist III	\$160
Project Engineer, Scientist II	\$135
Project Engineer, Scientist I	\$105
Field Technician	\$95
Technician-in-Training	\$75
Administrative Assistant	\$55

Managing Engineers/Scientists are Project Managers with significant technical expertise that often complete some or all of the technical aspects of the projects while managing the projects. The Managing Engineers/Scientists category also include Client Officers that interact with the client, but also provide technical support, review, and approval.

Materials

Tech Environmental maintains an inventory of equipment that it can use for technical assessments on projects. Some of the equipment is intended for taking measurements, some for monitoring conditions, and some for collecting samples. This equipment is charged out at a rental rate that is priced competitively with equipment rental companies. The advantages of us providing the rental equipment is that (1) Tech can mobilize quickly, if and when required, and (2) the equipment is familiar and fully functional. The field equipment daily, weekly and monthly rates are:

Equipment	Daily Rate	Weekly Rate	Monthly Rate
Constant Flow Air Sampling Pumps	\$80	\$200	\$500
Peristaltic Pump	\$80	\$200	\$500
Bio-Pump (Zefon)	\$80	\$200	\$500
TSI Velocicalc Model 8360	\$100	\$200	\$500
Flux Chamber Point Odor/Air Sampling System	\$100	\$200	\$500
Flux Chamber Area Odor/Air Sampling System	\$125	\$300	\$600
Flux Chamber Sweep Air System	\$75	\$200	\$400
Jerome J605 Hydrogen Sulfide Analyzer	\$500	\$1,200	\$1,500
Teflon or Silicon Tubing (per 10-ft length rate)	\$30	\$30	\$30
Digital Dwyer Manometer	\$25	\$75	\$150
Nasal Ranger Field Dilution Module	\$200	\$400	\$900
Odor Intensity Kit Field Rental	\$200	\$300	\$500
Odor Intensity Kit Purchase (plus delivery)	\$500	\$500	\$500
GPS	\$25	\$75	\$150
Toughbook Field Laptop	\$50	\$150	\$300
2-meter Meteorological Station	\$80	\$200	\$500
10-meter Meteorological Station	\$200	\$300	\$600
Light Meter	\$25	\$75	\$150
Gastec or Drager Sample Pump System	\$30	\$90	\$180
10-Liter Tedlar Sample Bags (per bag rate)	\$30	\$30	\$30
Ozone Generator	\$100	\$200	\$500
OdaLogger	\$200	\$300	\$500
2 nd (and additional) OdaLogger	\$100	\$150	\$500
Sound Monitoring Equipment			
ANSI Type 1 Dynamic Sound Level Analyzer	\$500	\$1,200	\$2,400
Single ANSI Type 1 Sound Analyzer	\$400	\$700	\$1,600
2 nd (and additional) ANSI Type 1 Sound Analyzer	\$200	\$500	\$1,200
Long Term Sound Analyzer Environmental Protection Kit(s)	\$100	\$300	\$800

In the case of auto travel a fixed rate of \$0.75/mile applies. In-house report production costs for color copies of studies, designs, and reports that require more than 500 pages total, will be charged at \$0.10 per page. Projects that require specialty software, including but not limited to wind modeling, air dispersion modeling, interior acoustic modeling, and environmental noise modeling, etc., will be billed a flat fee of \$500 to cover software and maintenance/upgrade costs. Other materials, outside labor costs, or outside equipment rental or services are charged to clients at cost plus ten percent.

Terms and Conditions

Payment – Each invoice for Tech Environmental, Inc. (TE) goods and services is due and payable within thirty (30) calendar days of delivery of the invoice. Interest shall accrue on any unpaid balance at the rate of 1-1/2% per month from the 31st day following delivery of the invoice. All costs to collect unpaid invoices, including but not limited to reasonable attorneys’ fees and court costs, shall be borne by the Client. Payment for all work and services rendered hereunder is due and owing without any contingency. No contract or agreement by the Client with any third party shall affect or impair Client’s obligations to TE.

Suspension – If Client fails, for any reason, to pay any invoice within the aforesaid thirty (30) calendar day period, TE may give written notice of suspension to Client and, if Client fails to pay all overdue amounts due to TE within seven (7) days of the date on which such notice was delivered to Client, TE shall be entitled, without further notice, to suspend or terminate the performance, and the provision to Client, of all goods and services. TE shall not be liable for any damages or delays caused by such suspension, nor be deemed to have waived any right established hereunder or by law to collect overdue amounts.

Presence on Client’s Premises – In the event TE or its employees, officers, directors, shareholders, agents, or subcontractors (collectively, “Personnel”) need to be on Client’s premises for any reason connected with TE’s goods and services, Client shall maintain at all times adequate general liability insurance coverage in minimum amounts standard for Client’s industry. Upon TE’s request, Client shall furnish to TE copies evidencing effective policies for all such insurance.

Reperformance – TE assumes professional and technical responsibility for performance of services in accordance with recognized professional standards of good engineering practice. If any of TE’s services in connection with a specific assignment fail to meet the aforesaid standards, and Client advises TE thereof in writing within one (1) year after completion of such assignment, TE agrees to reperform the deficient portion of such services without charge to the Client up to a maximum amount equivalent to the compensation received for the deficient services rendered.

Disclaimers and Limitations on Liability – EXCEPT AS PROVIDED IN THE PREVIOUS PARAGRAPH, NO WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO THE GOODS AND/OR SERVICES FURNISHED BY TE AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TE BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUES, INTEREST, CLAIMS OF CUSTOMERS, LOSS OF FACILITY USE, REPLACEMENT POWER COSTS, DAMAGE OR INJURY TO THE ENVIRONMENT, INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR LATE COMPLETION, OR ANY OTHER CONSEQUENTIAL, SPECIAL OR INDIRECT LOSS OR DAMAGE AND, CLIENT HEREBY RELEASES TE AND PERSONNEL FROM ANY AND ALL SUCH LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, IRRESPECTIVE OF FAULT, NEGLIGENCE, OR STRICT LIABILITY. Under no circumstances shall TE’s Personnel be liable personally for any obligations of TE or its suppliers and subcontractors or their employees arising under any agreement with Client or in connection with the provision of goods and services to Client. Client and TE recognize and agree that TE and its Personnel bear no responsibility for the creation, existence, presence, transportation, handling, disposal, storage and/or other operations or activities in relation to toxic, hazardous, radioactive, infectious, or other dangerous gas, vapor, smoke, fumes, soot, acid, alkali, chemical, metal and/or biological, fluid, liquid, or solid irritant, contaminant, pollution, waste, and/or other substance, material, or condition in relation to the work, whether at the site of services or elsewhere; and further, TE’s compensation is in no way commensurate with the risks of personal or bodily injury, death and/or property damage associated with such activities and/or substances. Client hereby releases TE and its Personnel from and agrees to defend, indemnify, and hold harmless TE and its Personnel against any and all claims, actions, damages, fines, penalties, fees, costs, and other liabilities (a) in connection with the work, whether arising in contract, tort, or otherwise, irrespective of fault, negligence, strict liability or otherwise, excluding only TE’s obligation to reperform work as provided above or (b) due to any environmental release or exposure to any of the toxic or hazardous properties of any chemicals or materials.

Notices – All notices shall be in writing and shall be deemed delivered as follows: (a) upon receipt if delivered personally, by courier service, or certified mail, return receipt requested to the party to be notified; (b) when sent by electronic mail or by confirmed facsimile if sent during normal business hours of the recipient or, if not, then on the next following business day; or (c) four (4) calendar days after having been sent by prepaid first class mail.

Miscellaneous Provisions - These terms and all matters arising between the parties including, without limitation, any matter regarding the relationship of the parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to or the application of its conflict or choice of law rules or provisions. Any action brought in relation to these terms, or in regard to the relationship of the parties, shall be brought before a federal or state court located in Boston, Massachusetts. THE PARTIES EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING BETWEEN THEM AND AGREE THAT ANY SUCH ACTION, CLAIM, OR DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. These terms may not be modified or waived except in a written instrument executed by an authorized representative of TE.

October [#], 2024

Re: Support for SAPHE 2.0, local public health infrastructure

Dear Legislators:

As Mayors, Town Administrators, municipal CEOs, elected and appointed Board of Health Members, Selectboard Members and Health Department staff from [##] municipalities across Massachusetts, we thank you for your efforts to pass the SAPHE 2.0 *An Act to accelerate equity and effectiveness of our local and regional public health system*, and for your dedication to local and regional public health by your allocation of ARPA funds. We are grateful for the leadership and support that the legislature has shown towards local public health time and again over the last several years, from funding the first ever line item to pass state resources to local boards of health, to the transformational ARPA investment that is shoring up local public health infrastructure, to unanimously supporting the SAPHE 2.0 Act last session.

We respectfully ask you to pass SAPHE 2.0 this session. This bill implements the unanimous recommendations of the 2019 Special Commission on Local and Regional Public Health. SAPHE 2.0 will enable the Commonwealth to build the 21st century system our residents need and deserve – a system that efficiently and equitably serves all residents, no matter their race, income, or zip code.

We need SAPHE 2.0 now more than ever. Our towns and cities are on the front lines dealing with myriad public health emergencies that are dominating the headlines. Local boards of health and regional public health partnerships work around the clock responding to migrant arrivals and the emergency shelter crisis, extreme heat and flooding and the attendant public health impacts, water and housing safety, substance use and overdose prevention, the spread of infectious disease including pertussis, Mpox, TB, and tick and mosquito borne diseases, and more.

SAPHE 2.0 will advance regional equity and public health workforce development that will benefit residents for generations to come. Currently our local public health system is the most decentralized in the nation. SAPHE 2.0 will finally bring us into line with national standards and solve a problem that has plagued our state for decades, while benefiting our communities for many more decades to come.

The SAPHE 2.0 Act continues to have broad support across the state, including from the Healey-Driscoll Administration, the Massachusetts Municipal Association, health care system leaders, state and local public health officials, fiscal policy experts, and more.

DRAFT FOR VIEWING PURPOSES ONLY

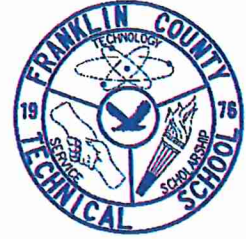
We look forward to a continued partnership and stand ready to work with you at every step of the way.

Sincerely,

[Signatories]

FRANKLIN COUNTY TECHNICAL SCHOOL

82 Industrial Boulevard
Turners Falls, Massachusetts 01376
TEL: 413-863-9561 FAX: 413-863-2816



Richard J Martin
Superintendent

September 27, 2024

Town of Montague
ATTN: Selectboard
One Avenue A
Turners Falls, MA 01376

Dear Chair Selectboard Member;

Please be advised that the Negotiations Subcommittee of the Franklin County Technical School District Committee will be entering into negotiations with the Franklin County Technical Teachers Association.

Chapter 150E, Section I and 603 CMR Section 41.04 state the requirements for selecting a Municipal Collective Bargaining Representative for the Franklin County Technical School District. 603 CMR Section 41.04 provides for participation by Municipal Chief Executive Officers in school committee collective bargaining negotiations. The statute also provides as follows:

In the case of a regional school district, (such as Franklin County Technical School District), said Chief Executive Officers or Chairs of the Selectboard, as the case may be, of the member cities and towns shall, in accordance with these regulations, elect one of their number to represent them pursuant to the requirements of this section.

This letter is official notification of a meeting at which the Chief Executive Officers or Chairs of the Select Boards shall elect one of their number to represent them for the purpose of collective bargaining negotiations. **This meeting is scheduled to be held on Tuesday, October 8, 2024 at 4:30 PM in the library Conference room at the Franklin County Technical School, 82 Industrial Blvd. Turners Falls, MA 01376.**

This meeting is scheduled so as to be held no later than seven days before commencement of collective bargaining negotiations in the regional school district, and shall comply with the Open Meeting Law. For your information, the member towns of Franklin County Technical School are: Bernardston, Buckland, Colrain, Conway, Deerfield, Erving, Gill, Greenfield, Heath, Leyden, Montague, New Salem, Northfield, Orange, Shelburne, Sunderland, Warwick, Wendell, and Whately.

Please call Barbara Williams at (413) 863-4239 to confirm you or your designee's attendance at this important meeting to be held on Tuesday, October 8, 2024. If you have any questions, I may be reached at (413) 863-4239.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Richard Kuklewicz'.

Richard Kuklewicz, Chairman
Franklin County Technical School District Committee

