

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, February 24, 2025

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/83926974424?>

Meeting ID: 839 2697 4424 Passcode: 044449 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting February 3 and 10, 2025, if available
3. 6:30 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. 6:32 **Angela Rovatti-Leonard, Montague Public Libraries**
 - Request use of Peskeompskut Park for Puppet Show on August 8, 2025 from 9:00am to 12:00pm. Rain Date is August 15, 2025
5. 6:40 **Personnel Board**
 - Place Officer Michael Sevene on 111F status effective February 10, 2025
 - Appoint Tina Sulda as Interim Town Clerk effective 2/18/25
 - Appoint Abigail Moore as Extra Clerical/Election Worker for the Town Clerk's Office. 15-35 hours per week, \$17.75/hour effective 2/1/2025 to approximately June 30, 2025.
 - Establish Town Clerk Hiring Committee and appoint Tina Sulda, Interim Town Clerk; Chris Nolan-Zeller, Assistant Town Administrator; Selectboard representative; Board of Registrars representative
 - Establish Director of Assessing Hiring Committee and appoint Ann Cenzano, Board of Assessors; Walter Ramsey, Town Administrator; Selectboard representative
 - Resignations:
 - Richard Ruth and James Mussoni from the Economic Development & Industrial Corporation (EDIC)
6. 6:50 **Assistant Town Administrator's Business**
 - Authorize contract amendment with Tighe & Bond for Strathmore Mill Footbridge Asbestos Investigation. Amendment value is \$17,900.00 to be funded by Footbridge settlement with FirstLight Power, Inc.
 - Authorize Notice to Proceed – The Associated Construction Company for Montague CWF Primary Effluent Screw Pump Station Improvements
 - Updates from Library Building Steering Committee (LBSC)
 - Other Updates

Montague Selectboard Meeting
February 24, 2025
Page 2

7. 7:00

Town Administrator's Business

- Transfer \$3,961.36 into CD Shea Theater from Comm. Discretionary Account
- Transfer \$182.32 into CD Town Flags from Comm. Discretionary Account
- Topics not anticipated in the 48 hour posting requirements

Next Meeting:

- Selectboard, Monday, March 3, 2025, at 6:30PM, 1 Avenue A, Turners Falls and via ZOOM.



Board of Selectmen Town of Montague

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

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

Name of applicant Angela Rovatti - Leonard / Montague Public Libraries

Name of business/group sponsoring proposed event if applicable: _____

If applicable, number of years your organization has been running this event in Montague? 20+

Address 201 Avenue A, Turners Falls

Contact phone 413-863-3214 ext 2 Contact email arovatti-leonard@chmarrs.org
angelar1@montague-ma.gov

FID _____

Dates of proposed event 8/8/25 RAIN DATE: 8/15/25 Location: Peskeompskut Park

Hours 9AM - NOON Set Up: 9AM - 10:30AM Clean Up: 11:30 - NOON

Approximate number of people expected to attend 120+

What provisions will be made regarding clean up of site? I will remove any trash that is generated during the event.

Will the proposed event be:

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

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

Puppet Show

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

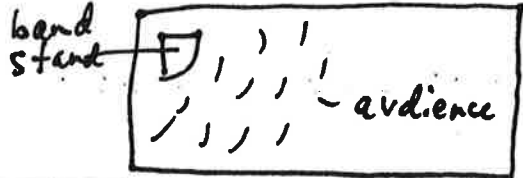
The puppet show will be held at the bend stand.
The audience will sit on the ground.

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

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services

N/A



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

N/A

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

N/A

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

I will carry a cell phone.

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

If so, at which locations? No

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

N/A - Town agency

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

Signature of applicant Angela Rovetti - Leonard

Date 1/21/25


License fees:

Monday - Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN - Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 1-30-23

BOARD OF HEALTH - Approval / Comments

Date: _____

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 2012

General Information:

Full name of employee: Michael Sevene_____	Department: <u>Police</u>
Title: <u>Patrolman - SRO</u>	Effective date of change: <u>2/10/25</u>

New Hire:

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

Grade/Step/COLA Change:

Union: _____
Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)
Notes:

Termination of Employment:

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

<u> </u> Unpaid Leave of Absence	Termination Date: _____
<u> </u> Unpaid Sick Leave	Termination Date: _____
<u> </u> X Other/Specify: <u>111F – injured on duty</u>	

Copies to:

- | | | |
|----------------------|----------------------|------------------------------|
| <u> </u> Employee | <u> </u> Department | <u> </u> Board of Selectmen |
| <u> </u> Treasurer | <u> </u> Accountant | <u> </u> Retirement Board |
| <u> </u> Town Clerk | | |

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # _____
Selectboard Chair

General Information:

Full name of employee: <u>Abigail M. Moore</u>	Department: <u>Town Clerk's Office</u>
Title: <u>Extra Clerical/Election Worker</u>	Effective date of change: <u>02/01/2025</u>

New Hire:

Permanent: <u> </u> Y <u> </u> X <u> </u> N If temporary, estimated length of service: <u>4 Months (06/30/2025)</u>	
Hours per Week: <u>15-35 As needed</u>	Union: <u>No</u>
Pay: Grade _____ Step _____	Wage Rate: <u>\$17.75</u> (annual / hourly)
Board Authorizing: <u>Selectboard</u>	Date of Meeting: <u>02/24/2025</u>

Grade/Step/COLA Change:

Union: _____	
Old Pay: Grade _____ Step _____	Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Notes:	

Termination of Employment:

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

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

Copies to:

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

Town Clerk**Hiring Committee**

Charge: To recruit, screen, vet, and recommend a slate of exceptional candidates to the Selectboard for the Town Clerk position. The targeted hiring date is May 12 for a mid-June start date.

Proposed Membership

- 1) Selectboard Member – TBD
- 2) Interim/Assistant Town Clerk – Tina Sulda
- 3) Board of Registrars rep – TBD
- 4) Assistant Town Administrator – Chris Nolan-Zeller

Name: SULDA, TINA

MONTAGUE APPOINTED OFFICIAL

NAME: Tina Sulda

DATE: 2/24/2025

COMMITTEE: Town Clerk Hiring Committee

TERM: Until Position is Filled

TERM EXPIRATION: Until Position is Filled

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 02/25/25

SULDA, TINA personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Town Clerk Hiring Committee according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

Name: NOLAN-ZELLER, Christopher

MONTAGUE APPOINTED OFFICIAL

NAME: Christopher Nolan-Zeller

DATE: 2/24/2025

COMMITTEE: Town Clerk Hiring Committee

TERM: Until Position is Filled

TERM EXPIRATION: Until Position is Filled

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 02/25/25

NOLAN-ZELLER, Christopher personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Town Clerk Hiring Committee according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

**TOWN CLERK
TOWN CLERK**

DEFINITION

Position is responsible, pursuant to Massachusetts General Law, for direction, supervision, administration, and operation of the Town Clerk's Office, including, but not limited to, the maintenance of official municipal records, vital statistics, town census, issuing licenses and permits, and other official documents, collecting payments, administering fair and impartial elections, and providing information to the general public and town departments.

ESSENTIAL FUNCTIONS

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

- Serves as the Custodian of official Town Reports and public documents, responsible for the recording and certification of all Town official actions including Town Meeting actions; general and zoning bylaws, personnel bylaws, rules and regulations of all town boards and committees; business certificates; professional registrations; conflict of interest disclosures; historical records.
- Develops and implements/organizes management practices regarding the management of public records, posting of Town Meeting notices, compliance with the State's Open meeting Law, and filing or storage of official town documents.
- Issues a variety of municipal licenses, permits, and certificates in accordance with State laws and local regulations; receives completed forms and processes; submits turnovers and necessary reports to the Town Treasurer and Accountant as required.
- Serves as the Public Records Officer or Registrar of Vital Statistics for the Town; oversees and participates in the creation, maintenance, recording, and issuance of certified copies of births, deaths, and marriages; submits reports to the state and other authorities as required. Responsible for the repair, binding, maintenance, and proper storage of all permanent records in the Town Clerk's custody in compliance with the State Public Records law.
- Oversees all local, state, and federal elections held and coordinates all polling locations of upcoming elections; prepares all election materials, supplies, and equipment for various election polling sites; supervises election workers and processes the payroll for precinct workers; prepares and reconciles records pertaining to election results with the Secretary of State's Office, newspapers, radio, etc.
- Serves as a member of the Board of Registrars including but not limited to certifying election nomination papers and absentee ballot requests in accordance with State law.
- Registers new residents and updates the Central Voter Registry files of the Secretary of State's database. Constantly updates changes in voter and/or resident records; prepares, maintains, and distributes school census; responsible for population statistics. Administers the annual town census and serves as the Town's designee regarding the completion of the federal census; responsible for the updating, printing and distribution of the Town census forms. Arranges for and maintains the Town's Annual Census; prints and distributes the Town's Annual Street List.
- Administers the oath of office for town officials. Keeps records of oaths and resignations; provides open meetings and conflict of interest regulations to all sworn employees. Serves as municipal liaison to the State Ethics Commission and the Open Meeting Law.

- Attends Town meetings to take and transcribe minutes of meetings; reviews and attests to warrants; prepares voting lists, records votes on all matters voted at town meeting; provides assistance to the Town Meeting moderator, as necessary.
- Prepares and administers the department's annual operating budget.
- Serves as a general information center for the public.
- Attends department head, required town meetings and subject specific board or committee meetings in-person or through remote meetings.
- Serves as the "Keeper of the Seal" and attests by signature, to Town bylaws, resolutions, contracts, easements, bonds, and other documents requiring Town certification.
- Receives and files all claims and actions against the Town.
- Performs other related job duties as required.

SUPERVISION RECEIVED

Under administrative direction and mandated by the Secretary of State, the employee works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The employee exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to resolve all conflicts that arise and coordinate with others as necessary.

SUPERVISION EXERCISED

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

JUDGMENT AND COMPLEXITY

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

NATURE AND PURPOSE OF CONTACTS

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

CONFIDENTIALITY

Employee has regular access at the departmental level to a wide variety of confidential information,

including personnel records, medical records, lawsuits, and client records.

EDUCATION AND EXPERIENCE

Associate degree and 3 to 5 years of related experience; or any equivalent combination of education, training, certification, and experience.

Certified Municipal Clerk designation; able to be bonded; valid driver's license.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Knowledge of local, state, and federal statutes and regulations applicable to the duties and responsibilities relating of a municipal Town Clerk's office including the conduct of local, state, and federal elections and the maintenance of public records. Working knowledge of office administration, secretarial practices, financial record keeping and automated office systems. Working knowledge of office software including word processing, spreadsheet applications, and social media, in support of department operations. Knowledge of Town government operations and Town Meeting protocols and procedures. Proficiency in using current office technology and software, including Microsoft Office Suite (or similar), as well as cloud, virtual meeting platforms and web-based applications.

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

Skills: Effective communication skills, problem-solving skills, and customer-service skills.

WORK ENVIRONMENT

The work is performed in an office setting and off-site locations. Work may be performed beyond usual workday hours during peak periods.

PHYSICAL, MOTOR, AND VISUAL SKILLS

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

Physical Skills

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

Motor Skills

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

Visual Skills

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

Frequent computer use.

Director of Assessing**Hiring Committee**

Charge: To recruit, screen, vet, and recommend a slate of exceptional candidates to the Selectboard for the Director of Assessing position. The targeted hiring date is May 12 for a mid June start date.

Proposed Membership

- 1) Selectboard Member – TBD
- 2) Board of Assessors rep – Ann Cenzano
- 3) Town Administrator – Walter Ramsey

Name: Cenzano, Ann

MONTAGUE APPOINTED OFFICIAL

NAME: Ann Cenzano

DATE: 2/24/2025

COMMITTEE: Director of Assessing Hiring Committee

TERM: Until Position is Filled

TERM EXPIRATION: Until Position is Filled

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 02/25/25

Cenzano, Ann personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Director of Assessing Hiring Committee according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

Name: Ramsey, Walter

MONTAGUE APPOINTED OFFICIAL

NAME: Walter Ramsey

DATE: 2/24/2025

COMMITTEE: Director of Assessing Hiring Committee

TERM: Until Position is Filled

TERM EXPIRATION: Until Position is Filled

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 02/25/25

Ramsey, Walter personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Director of Assessing Hiring Committee according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

ASSESSING DIRECTOR OF ASSESSING

DEFINITION

Position performs complex administrative, supervisory, and professional work in appraising, classifying, and assessing real and personal property, in directing and managing the operations of the Assessors Department, and in assisting the Board of Assessors with municipal tax assessment activities.

ESSENTIAL FUNCTIONS

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

- Assesses real property; annually revises values; supervises the appraisal of residential, commercial, industrial, and personal property for the municipality; maintains uniform, full market value on all property; assumes principal supervisory responsibility for the town in revaluing property every three years.
- Compiles data, prepares supporting details for the annual classification hearing with the Board of Assessors and the Selectboard. Attends and presents at the annual tax classification hearing with the Montague Selectboard and relevant Town districts.
- Assists in establishing assessed values for new, remodeled, or enlarged properties by applying knowledge of approaches to value; examines deeds, surveys, maps, building plans, permits, personal records and market data to obtain additional valuation data and to inventory all property.
- Supervises, operates, and maintains the in-house computerized office network for a mass appraisal system.
- Serves as a member of the Town's Financial Impact Review Team to assess Tax Increment Financing (TIF) project proposals and formulate recommendations to the Selectboard; administers the taxation of TIF projects for term of financing agreement.
- Manages the administration of the Assessing Department, including supervising the work of the Assessing Technician, recordkeeping, preparing and administering department budget, and purchasing department supplies and services.
- Completes and submits the Town's tax recapitulation sheet, in coordination with other finance staff, and coordinates tax rate approval with the Bureaus within the Department of Revenue Division of Local Services.
- Calculates new growth which is determined by inspecting and valuing all newly constructed buildings in town.
- Conducts fieldwork for cyclical inspections and building permits.
- Supervises and coordinates the preparation and revision of the Assessors' tax maps.
- Attends professional meetings (in-person or remotely) and training programs to keep current on best practices in assessing and Massachusetts General Laws and regulations.
- Supports the Board of Assessors, assisting with all aspects of Board operations
- Working with the BOA, shares strategic judgment relative to disposition toward abatement requests and, where necessary, developing legal strategy, which may include defending Town values before the MA Appellate Tax Board.
- Hires and manages subcontractors as required to execute the work of the Office.

- Performs similar or related duties as assigned or deemed necessary.

SUPERVISION RECEIVED

Under administrative direction of the Town Administrator's Office and policy direction of the Board of Assessors, the Director works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The employee exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to resolve all conflicts that arise and coordinate with others as necessary.

SUPERVISION EXERCISED

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

JUDGMENT AND COMPLEXITY

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

NATURE AND PURPOSE OF CONTACTS

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

CONFIDENTIALITY

Director has regular access at the departmental level to a wide variety of confidential information, including personnel records, financial records, medical records, lawsuits, and client records.

EDUCATION AND EXPERIENCE

Bachelor's degree in business administration or related field and 5 years of related experience; or any equivalent combination of education, training, certification, and experience. Professional designation as a Massachusetts Accredited Assessor (MAA) or the ability to obtain; valid driver's license.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Knowledge of relevant Massachusetts General Laws relating to municipal finance and

property assessment; familiarity with alternate formulas for determining assessments; familiarity with real estate styles, materials, and methods of construction; knowledge of state statutes, methods, and procedures pertaining to boards of assessors; working knowledge of standard office management software.

Abilities: Ability to multi-task and manage conflict. Ability to communicate effectively both orally and in writing. Ability to maintain good public relations and to maintain effective collaborative working relationships with Town departments, department heads, fellow employees, officials, and the general public, and to respond in a courteous and professional manner. Ability to meet deadlines. Ability to work independently. Ability to continuously adapt to and use new office technology and programs common to the industry.

Skills: Effective communication skills, problem-solving skills, and customer-service skills. Proficient computer skills, mathematical skills, recordkeeping, and administrative skills. Finance, assessing, and business management skills.

WORK ENVIRONMENT

Work is performed equally in an office setting and in the field. Working conditions involve occasional exposure to elements found in the field, such as worksites, walking property to inspect and measure, construction sites, etc. May be exposed to elements, but work can typically be rescheduled to avoid harsh conditions.

PHYSICAL, MOTOR, AND VISUAL SKILLS

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

Physical Skills

The work principally involves sitting, with intermittent periods of stooping, walking, and standing. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds. When in the field, work requires agility and physical strength, such as moving in or about construction sites or over rough terrain or standing or walking most of the work period.

Motor Skills

Duties require motor skills and hand-eye coordination with finger dexterity and motor coordination for activities such as moving objects and using office equipment, including but not limited to telephones, personal computers, handheld technology, tape measures, and other office equipment, and routinely driving a motor vehicle during work hours.

Visual Skills

Visual demands require routinely reading documents for general understanding and analytical purposes, reading maps, and visually examining properties. Frequent computer use. Routine driving of a motor vehicle.

From: [Richard Ruth](#)
To: [Chris Nolan](#)
Subject: Re: EDIC Meeting 2/13
Date: Wednesday, February 12, 2025 5:23:39 AM

This is to inform you of my intention to resign from MEDIC, immediately. RRR



Courage is the voice at the end of the day that says "I will try again tomorrow."

On Monday, February 10, 2025 at 11:59:20 AM EST, Chris Nolan <chrisn@montague-ma.gov> wrote:

Good morning EDIC,

Please see attached for Thursday's meeting agenda and related documents. Let me know if anyone has any questions, and I hope to see you in the Town Hall Annex this Thursday at 3:30.

Regards,

Chris Nolan-Zeller

Assistant Town Administrator

Town of Montague

1 Avenue A

Turners Falls, MA 01376

(413) 863-3200 x109

From: [James Mussoni](#)
To: [Chris Nolan](#)
Cc: [Robert J. Steinberg](#); [jadukeinc](#); [Ella Ingraham](#); [John Furbish](#); [Linda Ackerman](#) Re: EDIC
Subject: Meeting 2/13
Date: Thursday, February 13, 2025 5:23:15 PM

To Chris Nolan and members of MEDIC, I hear by resign my position.
Sincerely, James Mussoni

On Thu, Feb 13, 2025, 9:13 AM Chris Nolan <ChrisN@montague-ma.gov> wrote:

Good morning EDIC,

This is just a reminder that we'll be meeting at **3:30** today in the Annex Meeting Room at Montague Town Hall (see attached for meeting agenda).

I also wanted to let everyone know I've received a notice of resignation from Richard Ruth.

Quorum is 4 members, so if any of you are unable to make it today, please let me know ahead of time.

Thank you,

Chris Nolan-Zeller

Assistant Town Administrator

Town of Montague

[1 Avenue A](#)

[Turners Falls, MA 01376](#)

(413) 863-3200 x109

M-5003-015
Revised February 18, 2025

Mr. Walter Ramsey, AICP
Town Administrator
Town of Montague
One Avenue A
Turners Falls, MA 01376

Re: **Proposal for Strathmore Mill Footbridge Asbestos Investigation and Footbridge Demolition Coordination, Turners Falls, Massachusetts**

Dear Walter:

It is our understanding that, on or around November 25th, a Town employee was made aware of a potential asbestos issue stemming from exterior damaged pipe insulation observed on the Strathmore Mill Footbridge. We also understand that the Town employee contacted MassDEP to seek advice, which resulted in the Town's request for Tighe & Bond to visit the site and investigate the matter. Lastly, Firstlight recently conducted a contractor pre-bid to present the demolition of the Footbridge. Several items including asbestos abatement and utilities demolition are needed and have been identified as the responsibility of the Town to help coordinate and pay for.

Enclosed herein is our proposal outlining those initial asbestos assessment efforts, supplemental activities needed to satisfy MassDEP's asbestos inquiry, preparation of an asbestos abatement Scope of Work and coordination of Town related demolition responsibilities associated with Firstlight's footbridge.

Scope of Services

Tighe & Bond will visit the site and provide the services of a Massachusetts licensed Asbestos Inspector and Project Designer, who is also trained to identify hazardous materials/components, to conduct the following tasks:

- **Task 1, Asbestos Investigation:** Perform an asbestos investigation of suspect asbestos-containing materials (ACM) associated with the various utilities spanning across the Footbridge. Bulk samples of suspect ACM will be collected for laboratory analysis. A description of those suspect ACMs, including quantity, condition and location, will be documented. Our site visit includes the need for two personnel due to safety factors associated with access to the Footbridge.
- **Task 1, Bulk Sample Analysis:** Collect and submit to a Massachusetts certified laboratory, up to 20 bulk material samples for analysis via Polarized Light Microscopy with Dispersion Staining (PLM/DS). A representative number of bulk samples of suspect homogeneous materials will be collected and submitted for analysis. Homogenous materials are materials that appear similar in terms of color, texture, and date of material application. Analysis, via one day laboratory turnaround, will confirm the presence or absence of asbestos content from the suspect ACM encountered and sampled.



- **Task 2, Technical Memorandum:** We will incorporate our site findings into a technical memorandum that will summarize investigative efforts, sampling activities and results.
- **Task 3, Asbestos Abatement Scope of Work:** Tighe & Bond's licensed asbestos project designer will prepare a scope of work for abatement of any confirmed ACMs discovered on or around the Footbridge.
- **Task 3, Abatement Contractor Coordination:** We will assist the Town in obtaining a licensed asbestos abatement contractor to conduct the asbestos abatement. This includes one site visit with the proposed abatement contractor to review site conditions, access and safety needs necessary to conduct safe asbestos abatement.
- **Task 4, Footbridge Demolition Scope and Coordination of Town Responsibilities:** We will help address the Town's demolition responsibilities associated with Footbridge utilities and coordination of other efforts as described in Firstlight's post pre-bid summary. This includes one site visit with Firstlight to understand project needs and identify limits of footbridge demolition and one meeting with all parties to understand Town responsibilities. This also includes preparation of scope language to be made part of Firstlight's Bid documents.

Project Limitations

In an effort to provide you with a budget for the desired asbestos abatement and demolition design services herein, we have prepared a detailed scope of proposed services based upon our understanding of your needs. In this same regard, the following describes those Construction phase services that are currently not included but are likely necessary in the event footbridge demolition is awarded. Once the responsibilities between Firstlight and the Town are fully understood and a contractor is awarded the work, we may need to prepare a supplemental proposal to include Construction phase services such as Town related Footbridge demolition coordination and asbestos abatement project monitoring, management and coordination. Listed below are other services currently excluded but may need to be added to the Construction phase budget. If it is determined that the services herein are needed, we will modify our construction phase proposal accordingly to meet your needs.

- Public Bidding Services for asbestos abatement and Town specific demolition efforts. We currently presume that Firstlight will add these scope items (to be prepared by Tighe & Bond) to their existing scope of work.
- Preparation of MassDEPs Non-Traditional Work Plan (NTWP). We currently presume that an NTWP is not needed as we anticipate traditional abatement methods will be utilized by the contractor.
- Structural evaluation of the Footbridge to allow worker access to conduct asbestos abatement.

Project Schedule

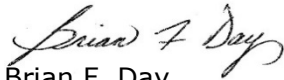
Tighe & Bond has already completed Tasks 1 and 2. Tasks 3 and 4 will commence upon acceptance of this Proposal.

Project Fee

Tighe & Bond will perform these services for a lump sum fee of **\$17,900**, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control.

Very truly yours,

TIGHE & BOND, INC.



Brian F. Day
Principal Environmental Scientist

t:508.471.9603
c:508.989.4957
e:bfday@tighebond.com

Enclosures: Terms and Conditions (2020 rev04)

Per Task Fees

- Task 1, Asbestos Investigation and Bulk Sample Collection/Analysis: **\$3,900**
- Task 2, Technical Memorandum of Findings: **\$2,200**
- Task 3, Asbestos Abatement Scope and Abatement Contractor Coordination: **\$6,100**
- Task 4, Prepare Demolition Scope and Coordinate Towns Footbridge Demolition Responsibilities: **\$5,700**

Acceptance

On behalf of the Town of Montague, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Print Name and Title



"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "CONSULTANT"; "PROJECT" is defined in the accompanying proposal letter

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

3. STANDARD OF CARE

3.1 In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

6.2 Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases – In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

7. INSURANCE

7.1 CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

7.2 Risk Allocation - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.3 Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

7.4 CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

8. DISPUTE RESOLUTION

8.1 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SITE INVESTIGATIONS

11.1 In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

11.2 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide

information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exist nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

11.3 By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

13.2 CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT

deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

15.1 CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

15.3 On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

16.2 In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

17. SCHEDULE

17.1 The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

17.2 The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size

of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

18. MISCELLANEOUS TERMS

18.1 GOVERNING LAW - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.2 LENDERS' REQUIREMENTS- The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

18.3 CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

18.4 TITLES - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

18.5 Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

SECTION 00550NOTICE TO PROCEED

Owner:	<u>Town of Montague, Massachusetts</u>	Owner's Project No.:	<u>N/A</u>
Engineer:	<u>Wright-Pierce</u>	Engineer's Project No.:	<u>21657</u>
Contractor:	<u>The Associated Construction Company</u>	Contractor's Project No.:	<u>N/A</u>
Project:	<u>Montague CWF Primary Effluent Screw Pump Station Improvements</u>		
Contract Name:	<u>Montague CWF Primary Effluent Screw Pump Station Improvements</u>		
Effective Date of Contract:	<u>February 24, 2025</u>		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **February 24, 2025** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **365 days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **February 24, 2026, calculated from commencement date above**; and the number of days to achieve readiness for final payment is **425 days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **April 25, 2026, calculated from commencement date above**.

Before starting any Work at the Site, Contractor must comply with the following:

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.

Owner: Town of Montague, Massachusetts

By (signature): _____

Name (printed): _____

Title: _____

Date Issued: _____

Copy: Engineer

END OF SECTION

Community Development Discretionary Account

Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

--

Authorization to transfer \$ 3,961.36

From: CD Discretionary Unallocated (225-5-184-5200)

To: CD Shea Theater (225-5-184-5240-000)

Request Date: 02/19/2025

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$65,399.05

CD Shea Theater: \$705.29

Balances post transfer

CD Discretionary Unallocated: \$61,437.69

CD Shea Theater: \$4,666.65



Jamrog HVAC, Inc.
 194 Millers Falls Road Ste #2
 Turners Falls, MA 01376
 (413) 548-9024

BILL TO
 TOWN OF MONTAGUE - DPW
 128 Turners Falls Road
 Montague, MA 01351 USA

INVOICE 028149	INVOICE DATE 1/28/2025
--------------------------	----------------------------------

JOB ADDRESS
 Shea Theater
 71 Avenue A
 Turners Falls, MA 01376 USA

Completed Date 12/27/2024
Customer PO #
Payment Term Net 30
Due Date 2/27/2025

DESCRIPTION OF WORK

RTU: Replaced previously diagnosed defective parts. Replaced rollout switch, orifices and burner assemblies; fired up unit and tested operation; burners were running as intended; unit up and running.

DESCRIPTION	QTY	PRICE	TOTAL
TC Turners Falls: Truck Charge	1.00	\$10.00	\$10.00
Labor - PB: Labor - PB	3.50	\$105.00	\$367.50
Labor - JF: Labor - JF	3.50	\$105.00	\$367.50

DESCRIPTION	QUANTITY	PRICE	TOTAL
Carrier RTU Parts	1.00	\$1,008.40	\$1,008.40
Freight	1.00	\$85.00	\$85.00

SUB-TOTAL LABOR	\$735.00
SUB-TOTAL MATERIALS	\$1,093.40
SUB-TOTAL OTHER	\$10.00
SUB-TOTAL	\$1,838.40
MASSACHUSETTS TAX ZONE 6.25%	\$0.00
TOTAL DUE	\$1,838.40
PAYMENT	\$0.00

BALANCE DUE

\$1,838.40

A service fee will be charged for any returned checks
A financing charge of 1.5% per month shall be applied for overdue amounts.

Thank you for choosing Jamrog HVAC, Inc.
www.jamroghvac.com



Jamrog HVAC, Inc.
 194 Millers Falls Road Ste #2
 Turners Falls, MA 01376
 (413) 548-9024

BILL TO
 TOWN OF MONTAGUE - DPW
 128 Turners Falls Road
 Montague, MA 01351 USA

INVOICE 028148	INVOICE DATE 1/28/2025
--------------------------	----------------------------------

JOB ADDRESS
 Shea Theater
 71 Avenue A
 Turners Falls, MA 01376 USA

Completed Date 12/19/2024
Customer PO #
Payment Term Net 30
Due Date 2/27/2025

DESCRIPTION OF WORK

12/15: Weekend emergency call for no heat. Troubleshoot no heat. Found filters plugged solid, removed for better air flow and will return to replace; found both the limit switch cap tube and burner assembly cracked; parts to be ordered for repair; was able to get 2nd burner up and running; heat restored.

12/19: Unit back down again. Found flash code 4 = limit or safety switch. Troubleshoot and found rollout switch tripped; reset burner and fired up unit; checked over flame; cycled and ran unit for quite a bit to evaluate/test operation; installed new filters that were removed over weekend; checked over controls; unit is back up and running w/heat restored.

Note: Parts are still on order.

DESCRIPTION	QTY	PRICE	TOTAL
TC Turners Falls: Truck Charge	2.00	\$10.00	\$20.00
Labor - JZ: 12/15 - Labor - JZ (OT Rate)	1.50	\$157.50	\$236.25
Labor - PB: 12/19 - Labor - PB	2.25	\$105.00	\$236.25
Labor - CB: 12/19 - Labor - CB	2.25	\$105.00	\$236.25
DESCRIPTION	QUANTITY	PRICE	TOTAL
Filter 20X24X2 Pltd	10.00	\$9.95	\$99.50

SUB-TOTAL LABOR \$708.75
SUB-TOTAL MATERIALS \$99.50

SUB-TOTAL OTHER	\$20.00
SUB-TOTAL	\$828.25
MASSACHUSETTS TAX	
ZONE 6.25%	\$0.00
TOTAL DUE	\$828.25
PAYMENT	\$0.00
BALANCE DUE	\$828.25

A service fee will be charged for any returned checks
A financing charge of 1.5% per month shall be applied for overdue amounts.

Thank you for choosing Jamrog HVAC, Inc.
www.jamroghvac.com

Community Development Discretionary Account

Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

Authorization to transfer \$ \$182.32

From: CD Discretionary Unallocated (225-5-184-5200)

To: CD Town Flags (225-5-184-5293)

Request Date: February 24, 2025

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$61,437.69

CD Town Flags: \$(182.32)

Balances post transfer

CD Discretionary Unallocated: \$61,255.37

CD Town Flags: \$ 0.00