

MONTAGUE SELECTBOARD MEETING
Town Hall
1 Avenue A
Turners Falls, MA 01376

Monday, August 23, 2021

Join Zoom Meeting: <https://us02web.zoom.us/j/83619900089>

Meeting ID: 836 1990 0089 Password: 090547

Dial into meeting: +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592

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 in-person 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. 6:00 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken

2. 6:00 Approve Minutes:
 - Selectboard Meeting August 9, 2021

3. 6:00 FY21 CDBG Public Hearing

4. 6:45 Finance Committee
 - Review of draft Financial Policies

5. 7:00 Pole Location Hearing
 - Eversource proposes to set (1) new 40' Class 2 pole for line extension to building lot. Pole will be located 130' west of P#142/11 (Davis Rd.) and 17' from centerline of Mormon Hollow Rd. in line with existing poles

6. 7:05 Pole Location Hearing
 - Eversource Energy and Verizon New England, Inc. requests permission to install eighteen (18) jointly owned midspan poles, one (1) jointly owned stub pole, eight (8) jointly owned anchors and relocate four (4) existing joint poles along North Leverett Road

7. 7:10 Personnel Board
 - Resignation of Lynn Meehan, full time 911 dispatcher effective 8/24/21
 - Appoint Lynn Meehan, per diem 911 dispatcher, effective 8/25/21, \$21.00/hr
 - Discussion regarding 911 Dispatch

8. 7:30 Approve Deed and receipt of trust funds for Highland Cemetery

MONTAGUE SELECTBOARD MEETING

Town Hall

1 Avenue A

Turners Falls, MA 01376

Monday, August 23, 2021

9. 7:40 Authorize and execute Deed from Town for 25 Sixth Street to John Anctil in the amount of \$25,000 in accordance with real estate agreement dated 1/25/21
10. 7:50 Complete Streets Sidewalk Project: Updates and Change order to accept bid alternate 3; Installation of Rapid Flashing Beacons at Turnpike Road near Letourneau Way. \$21,000 to be funded by a gift from Judd Wire
11. 8:00 Execute MOU with FC Solid Waste Mgt. District and Town regarding Hauling and Disposal of Sludge
12. 8:05 Town Administrator's Report
 - Proposal from Laroche Construction Co., Inc. for repairs to exterior of 62 5th Street, Turners Falls
 - Topics not anticipated in 48 hour posting
13. 8:10 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
14. 8:15 Anticipated executive session pursuant to G.L. c. 30A, §21(a)(7), to comply with, or act under the authority of any general law; specifically to review draft minutes from executive sessions conducted on dates set forth in the attached listing

Other:

- Annual Household Hazardous Waste Collection Day, September 25 at GCC's Main Campus and the Orange Transfer Station. Online preregistration by September 17th at www.franklincountywastedistrict.org/hazwasteday.html
- Anticipated Next Meeting Date: Monday, September 13, 2021 6:30 PM

Anticipated executive session pursuant to G.L. c. 30A, §21(a)(7), to comply with, or act under the authority of any general law; specifically to review draft minutes from executive sessions conducted on dates set forth in the attached listing

Executive Session pursuant to G.L. c 30A, Section 21 (a)(1)

9/8/21	Complaint & potential disciplinary action against a public officer, employee, staff member or individual

Executive Session pursuant to G.L. c 30A, Section 21 (a)(2)

10/21/2019	To conduct negotiations with Town Administrator, Steve Ellis
10/28/2019	To conduct negotiations with Town Administrator, Steve Ellis
12/16/2019	To conduct negotiations with Eric Meals
1/27/20	Contract negotiations with Chris Bonnett, Police Lieutenant

Executive Session pursuant to G.L. c 30A, Section 21 (a)(3)

1/28/2019-1	Collective Bargaining Strategy with respect to NAGE
1/28/2019-2	Potential Litigation - Southworth
2/11/2019-1	Collective Bargaining Strategy with respect to NAGE
2/11/2019-2	Collective Bargaining Strategy with respect to NEPBA
3/4/2019	Collective Bargaining Strategy with respect to UE
4/1/2019	Collective Bargaining Strategy with respect to NAGE
5/6/2019	Collective Bargaining Strategy with respect to NEPBA
5/13/2019	Potential Litigation – First Light
5/15/2019	Collective Bargaining Strategy with respect to NEPBA, UE, NAGE
5/21/2019	Collective Bargaining Strategy with respect to UE and NAGE
6/3/2019-2	Potential Litigation – Southworth Company
7/8/2019	Potential Litigation – First Light
9/9/2019	Potential Litigation – Housing Court
06/7/2021	Collective Bargaining Strategy with respect to NEPBA, NAGE & UE

Executive Session pursuant to G.L. c. 30A, Section 21 (a)(6)

4/8/2019	Purchase, exchange or lease Real Estate - Industrial Blvd (Map 17, Lot 058)
6/3/2019-1	Purchase, exchange or lease Real Estate - Industrial Blvd (Map 17, Lot 058)
9/23/2019	Purchase, exchange or lease Real Estate - 382 Deerfield Street, Greenfield
5/4/20	Purchase, exchange or lease Real Estate – FirstLight Power
7/27/20	Purchase, exchange or lease Real Estate – Map 17, Lot 58
9/8/20	Purchase, exchange or lease Real Estate – Sandy Lane
9/21/20	Purchase, exchange or lease Real Estate – FirstLight Power
9/28/20	Purchase, exchange or lease Real Estate – FirstLight Power
03/22/2021	Purchase, exchange or lease Real Estate – 5 th Street Bridge Construction

**LEGAL NOTICE
FY 2021 CDBG APPLICATION
PUBLIC HEARING
Town of Montague**

The Town of Montague will hold a public hearing on Monday, August 23, 2021, at 6:00 p.m. in the Selectmen's Meeting Room at the Montague Town Hall, 1 Avenue A, Turners Falls, MA to solicit public response to the Town's submission of an FY 2021 Massachusetts Community Development Block Grant (CDBG) application to the Department of Housing and Community Development.

The purpose of this meeting will be to discuss the contents of this application. The town is considering applying for the following activities: social service programs provided by Life Path Inc., The Brick House, Montague Catholic Social Ministries, and Wildflower Alliance, a Streetscape Improvement Project on Avenue A, and a housing rehabilitation loan program. The Town of Montague will contract with Franklin County Regional Housing & Redevelopment Authority (HRA) to administer the CDBG Program. The Town of Montague Planner and HRA representatives will be available to discuss the FY 2021 CDBG application's activities.

The Town encourages residents to attend the meeting where any person or organization wishing to be heard will be afforded the opportunity. Any resident unable to participate in the public hearing is welcome to submit written comments to the attention of the Town Administrator, Montague Town Hall, Turners Falls, MA.

The Town of Montague is an equal opportunity provider.

Selectboard
Town of Montague

August 9, August 20, 2021
The Recorder

AGENDA

FY 2021 MONTAGUE CDBG GRANT APPLICATION Community Development Block Grant Program

PUBLIC HEARING

Monday, August 23, 2021; 6:00 p.m.
Montague Town Hall, Turners Falls, MA

OPEN MEETING

READ LEGAL NOTICE

The purpose of this meeting will be to discuss and solicit public response to the proposed FY21 Montague Community Development Block Grant application. The town is considering applying for the following activities: social service programs provided by Life Path Inc., The Brick House, Montague Catholic Social Ministries, and Wildflower Alliance, a continuation of the construction project for the Avenue A Streetscape-Phase 3, and a continuation of the housing rehabilitation loan program. The Town of Montague will contract with Franklin County Regional Housing & Redevelopment Authority (HRA) to administer the CDBG Program.

DISCUSSION of FY 2021 CDBG APPLICATION PROCESS

FUNDING SOURCE:

Federal funds: HUD

National Objectives: Benefit Low to Moderate Income residents and the Elimination of Slum and Blight
CDBG program is administered by Department of Housing and Community Development

PROPOSED ACTIVITIES

1. Social Service Programs (\$80,000) (agencies will be available to present a brief overview of their programs)

LIFEPATH, Inc. Home Sharing Program (\$20,000): The program will support LifePath's Mission to help older adults age in place by creating matches between older adults and others willing to share their homes. GOAL: 50 beneficiaries

MCSM – Families Learning Together Strong: (\$20,000)

This program will provide early childhood literacy for children of Montague immigrant families. It also provides a family base learning environment. GOAL: 100 Beneficiaries

The Brick House – Youth Programs: (\$20,000)

Positive Youth Development Framework: development of assets for adolescents

GOAL: 30 youth beneficiaries

Wildflower Alliance: (\$20,000)

Program provides direct peer support and advocacy services to Montague residents in recovery and provides an "essential needs station." The programs are focused on individuals struggling with psychiatric diagnosis, trauma, homelessness, addiction, and other life-interrupting challenges

GOAL: 50 beneficiaries

2. Infrastructure Construction Activity - Continuation of Avenue A Streetscape Phase III

Options discussed at meeting

3. Housing Rehabilitation

Town wide - Housing Rehabilitation

Housing rehabilitation funds loaned to owner-occupants will be in the form of a 0% interest Deferred Payment Loan (DPL) whereby 100% of the DPL will be forgiven over the course of 15 years at a rate of 1/15th per year or repaid upon the sale or transfer of the property within 15 years at a prorated amount.

Housing rehabilitation funds will also be available to investor-owners and will be in the form of a 0% interest DPL that will begin to decline by 1/10th per year after 5 years until year 15. A 15-year Affordable Housing Rental Restriction will be placed on Investor-owned properties to ensure long term affordability.

The program will provide homeowners and owners of rental property an affordable funding mechanism to correct code violations within their homes, bringing the units into compliance with building and/or sanitary codes.

Grant Management and Project(s) Oversight (FCRHRA):

TOTAL APPLICATION EXPECTED BUDGET: \$800,000

APPLICATION SCHEDULE:

CDBG Application due September 10, 2021

Award date expected: January, 2022

RESIDENT'S: COMMENTS and CONCERNS

What is needed tonight:

- A board vote to authorize HRA to submit a CDBG Application in the amount of \$800,000 on behalf of the town of Montague
- A board vote to authorize signatures on final grant application documents

CLOSE MEETING

Dear Members of the Selectboard:

As you know, about a year ago the Town initiated two special projects: developing a multi-year financial forecast and reviewing and updating its financial policies. The financial forecast work was completed in June 2021 and the policies are now coming to you for approval.

At your August 23 meeting, the Finance Committee is presenting you with fifteen updated financial management and operating policies that we have reviewed and approved. We believe it would be beneficial for the Town to adopt these policies before the FY2023 budget development season starts in October. However, if possible, we are hoping that you will hold off on voting for a while so that members of the public who wish to read through the updated policies and to compare them with the policies the Town currently has in place will have time to do so. We also want to note that there are three additional policies that we intend to bring to you later in the year: Capital Planning, Reserves, and Annual Budget Process.

On Wednesday, September 22 at 6pm, the Finance Committee plans to offer a public information session about the financial policies update and the financial forecasting work. We will meet on September 8 to plan for that session and would appreciate receiving questions and suggestions about what to cover before that date. (The Finance Committee can be reached via the Town Accountant or by emailing montaguefinancecommittee@gmail.com.)

In addition to the policies document that is included in the August meeting packet, here are links to some related materials:

- Montague Financial Management Policies and Objectives (current policies, adopted in 2014): https://montague-ma.gov/files/Financial_Management_Policies.pdf
- Montague Financial Forecast: User's Guide and Assumptions: https://montague-ma.gov/files/Montague_Users_Guide_and_Assumptions_final.pdf
- Finance Committee FY21 Special Projects Webpage: <https://montague-ma.gov/p/1452/Policy-Update--Forecasting-Projects>

Thank you for your consideration.

Jen Audley, Chair
Montague Finance Committee

TOWN OF MONTAGUE

FINANCIAL MANAGEMENT AND OPERATIONS POLICIES

DRAFT

JUNE 2021

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INTRODUCTION

The Town of Montague engaged the services of the Edward J. Collins, Jr. Center at the University of Massachusetts Boston to develop proposed financial policies and procedures to guide the Town in its decision-making and financial management. This project was funded by a Best Practices grant from the Community Compact Cabinet (CCC) initiative, whose goal is to encourage best practices that promote efficiency, accountability, and transparency in municipal government. Further, the policies and procedures are intended to provide local officials with a means to demonstrate to townspeople its commitment to stewardship of the Town's municipal assets and to demonstrate to bond rating agencies that the Town recognizes the need to identify the impact of current decisions on the future and plan accordingly.

It is important to point out that this is not a static document; conditions and the environment in which municipalities operate can change. Consequently, these policies and procedures should be reviewed periodically to determine if modifications are warranted.

OBJECTIVES:

The objectives of the proposed Financial Management Policies and procedures included herein are as follows:

- A. *To guide elected and appointed officials in evaluating and implementing decisions that have significant impact on the Town;*
- B. *To set forth planning and operating principles which require that the cost of government be clearly identified and that financial risk be minimized;*

To regularly evaluate the Town's financial capacity to meet present and future needs; the finance committee will review financial policies annually by October 1st, and make any recommendations to the Selectboard.

- C.
- D. *To promote credible and sound financial management by providing accurate and timely information on the Town's financial condition to elected officials, staff, the public and external interests;*
- E. *To ensure that current and future capital needs are addressed in a comprehensive and financially-sound manner;*
- F. *To promote improvement in the Town's credit rating and provide financial resources sufficient to meet the Town's obligations on all municipal debt and other long-term obligations; and*
- G. *To establish an effective system of internal controls that ensures the proper use of financial resources.*

A. FINANCIAL MANAGEMENT POLICIES

A-3 Debt Management (review draft 12.17.20)

PURPOSE

Pursuant to Massachusetts General Law, municipalities may issue debt to finance capital projects and, under extraordinary circumstances, for non-capital purposes. The purpose of this policy is to guide the Town of Montague in making decisions regarding the issuance of debt needed to maintain capital assets, yet at a level that recurring revenue can support without adversely affecting the delivery of local services.

APPLICABILITY

This policy applies to the Selectboard, Town Administrator, Finance Committee and the Capital Improvements Committee in their capacity as budget decision makers, and to the Treasurer/Collector in regard to his/her responsibility to manage the issuance of debt.

DEFINITIONS

Annual Budget: comprised of requests for funding for general fund operations, enterprise fund operations and capital projects.

Arbitrage: investing funds borrowed at a lower interest cost in investments providing a higher rate of return.

Betterment or Special Assessment: a special property tax that is permitted where real property within a limited and determinable area receives a special benefit or advantage, other than the general advantage to the community, from the construction of a public improvement.

Bond anticipation note (BAN): a short-term note issued to provide cash for initial project costs. BANs may be issued for a period not to exceed five years but require a reduction of principal after two years. At maturity a BAN can be retired in full, or converted to a long-term bond.

Bond counsel: special legal counsel with expertise in the issuance of municipal bonds hired to ensure that all aspects of a bond issue - from town meeting authorization to bond sale to post-sale reporting and disclosure - conforms to all applicable state and federal law and regulation.

Capital Outlay Expenditure Exclusion: authorized by Massachusetts General Laws (M.G.L. c. 59, § 21C (i1/2)) is a mechanism that allows a community to raise the total dollar cost of a capital purchase or capital project through a one-year increase in the tax levy. In this way, the municipality avoids long-term interest costs, if it were to borrow the needed funds. A capital exclusion can only be used to fund purposes, specified in Ch. 44 Sec. 7 and Sec. 8, for which a community may incur debt.

Debt service: the annual amount of principal and interest paid on a bond, typically twice a year with one payment for principal and interest and the other for interest only.

Enterprise Fund: a separate accounting and financial reporting mechanism for which revenues and expenditures are segregated into a fund with financial statements separate from all other governmental activities. An enterprise fund identifies the total direct and indirect costs to provide the service and the

sources and amounts of revenues that support a service for which a fee is charged in exchange for the service, an example being the delivery of sewer services.

Exempt debt: authorized by Massachusetts General Laws (M.G.L. c. 59, § 21C (j)) is General Fund debt financed outside the limits of Proposition 2 ½ pursuant to a debt exclusion vote approved by a majority vote of registered voters in the town.

Financial Advisor: hired by a municipality to advise on the structure of a bond issue, finalize bond financing plans, develop offering documents, prepare for any rating agency and investor presentations, market the bond offering to investors, price the bonds, close the transaction and assist with any post-closing disclosure requirements.

General Fund: the primary fund used by a governmental entity. This fund is used to record all revenues and expenditures that are not associated with special-purpose funds. e.g., enterprise funds, grant funds and revolving funds. The activities being paid for through the general fund constitute the core administrative and operational tasks of a municipality.

Non-exempt debt: General Fund debt financed within the limits of Proposition 2 ½

Official Statement: a document containing information about a prospective bond issue or a note issue which contains information about the issue and the issuer and is intended for the potential investor. The official statement is sometimes published with a notice of sale. It is sometimes called an offering circular or prospectus.

Prior Year General Operating Revenue (PYGOR): a formulation used in the annual budget process for a variety of purposes in developing the proposed General Fund operating budget for the upcoming fiscal year. It is a function of General Fund revenues of the prior fiscal year and defined as follows:

- Property tax of the prior fiscal year as billed (Page 1, Item Id. - Tax Rate Recapitulation Sheet of the prior fiscal year) less:
 - Excluded Debt (Form DE-1 - Tax Rate Recapitulation Sheet of the prior fiscal year)
 - Allowance for Abatements and Exemptions (Page 2, Item II.d - Tax Rate Recapitulation Sheet of the prior fiscal year)

Plus

- Total Prior Year actual General Fund revenue less:
 - prior year property tax revenue collected (real and personal property taxes and revenue from tax liens and tax possessions)
 - local receipts deemed non-recurring or designated for a particular purpose

Proposition 2 ½: pursuant to Massachusetts General Law (M.G.L. c. 59, § 21C (f)), a limit in the annual increase in a municipality's property tax levy to 2 ½ percent plus an increase attributable to new construction in the town. In addition, upon voter approval property taxes may increase beyond the limits of Proposition 2 ½ on a permanent basis to fund increases in the operating budget or on a temporary basis to fund capital improvements.

Revenue Anticipation Note (RAN): pursuant to authority granted by MGL Ch. 44 s 4, a short-term loan issued to provide operating cash in anticipation of estimated revenue yet to be received, such as tax collections and state aid.

POLICY

The Town's policy regarding debt management shall be as follows:

- The means of identifying projects that are candidates for debt financing shall be part of an annual capital planning process (see the Town's Capital Planning and Financial Reserves policies).
- It is recognized that multiple capital investments may not be able to be financed on a pay-as-you go basis in a given fiscal year without the risk of adversely affecting general fund or enterprise fund operating budgets. Therefore, it shall be policy that any capital project in excess of \$25,000 may be a candidate for financing through the issuance of long-term debt.
- Major new construction projects or significant renovations and capital expenditures to be funded with General Fund revenue, where the Town's share is in excess of \$500,000, may be candidates for funding through a Proposition 2 ½ debt exclusion.
- The Town will endeavor to structure non-exempt, exempt and enterprise fund debt in a manner that will minimize the impact on taxpayers and ratepayers.
- Projects recommended for funding through the issuance of debt shall not be approved without an estimate of the annual debt service that will result from bonds issued and consideration of the impact the debt service will have on the Town's annual budget. In this regard, the Town will endeavor to manage debt so as not to exceed the following target:
 - Total General Fund, non-exempt, long term debt service (including the Town's share of GMRSD debt service) as a percentage of the Town's Prior Year's General Fund Operating Revenue (PYGOR) shall not exceed 10 percent with a target of 5 percent. In addition, as a general rule, the Town shall strive to maintain a debt service floor of 2 percent of the Prior Year's General Fund Operating Revenue representing a commitment to maintaining its capital assets from recurring revenue.
- Annual debt service shall not, in any fiscal year, grow at a rate that exceeds the projected percentage increase in General Fund revenue for that year as calculated on the same basis as PYGOR.
- Notwithstanding the maximum terms allowed by Massachusetts General Law (M.G.L. c. 44, §§ 7-8) for the issuance of bonds, the Town will (1) seek to limit the term so that it is equal to or less than the Town's estimate of the useful life of the asset being financed; (2) for a given purpose, strive to issue debt for a shorter period than the maximum term allowed when that term exceeds 10 years; and, (3) except for major buildings, sewer projects and land acquisition, limit

bond maturities to no more than 10 years. Under no circumstances should the Town schedule debt for repayment for a term greater than 30 years unless required to do so by what is determined to be an advantageous funding program, such as those offered by USDA.

- In an effort to free up capacity within the annual general fund debt service budget to accommodate proposed capital projects to be financed through the issuance of debt, the Town will (1) attempt to maintain a long-term debt schedule so that at least 50% of the outstanding principal will be retired at the end of 10 years; and, (2) where possible, issue debt on a level principal/declining interest basis (so that annual debt service will decline over the term of the bond).
- The Town, with advice from its financial advisor, shall endeavor to issue debt with call dates to facilitate refunding if the interest rate environment changes to the Town's advantage.
- The Town will strive to maintain, if not enhance, its bond rating through the development of policies and procedures that address the following evaluative criteria used by rating agencies in evaluating a municipality's creditworthiness.
 - Debt Factors: debt per capita, debt as a percentage of equalized valuation, rate of debt amortization and the amount of exempt versus non-exempt debt.
 - Financial Factors: Operating surpluses or deficits, free cash as a percentage of revenue, state aid reliance, property tax collection rates, and unfunded pension liability.
 - Economic Factors: property values, personal income levels, tax base growth, tax and economic base diversity, unemployment rates and population growth.
 - Management Factors: governmental structure, the existence of a capital improvement plan, the quality of accounting and financial reporting, etc.
- Short-term financing for capital projects, reimbursable grants or in anticipation of property tax collections through internal borrowing or the issuance of bond, grant or tax anticipation notes is appropriate. Internal borrowing shall be in compliance with Massachusetts General Laws (M.G.L. c. 44, § 20A) based on the Treasurer's assessment of the Town's cash flow position and the availability of surplus cash, and the current interest rate environment for (1) the investment of Town funds, and (2) rates for short and long-term borrowing, with the understanding that an internal borrowing not retired by June 30 of a fiscal year through the issuance of a short-term note, a bond or the receipt of grant funds may adversely affect the Department of Revenue's certification of the Town's free cash.
- Notwithstanding the maximum terms for the issuance of debt prescribed by Massachusetts General Laws (M.G.L. c. 44, §§ 7-8), it shall be the policy of the Town to limit the term of a bond issued to finance a project that yields a special benefit or advantage to property owners within a

limited and determinable area, and whose costs will be recovered through the assessment of a betterment pursuant to Massachusetts General Laws (M.G.L. c. 80, § 13), to 15 years or less.

PROCEDURES.

It shall be the responsibility of Treasurer to:

- Work with bond counsel to draft motions for review by the Town Administrator and the Selectboard for transmittal to town meeting for approval of debt authorizations.
- Work with the Town Administrator to project the cash flow needs of individual projects and schedule bond and or BAN sales accordingly.
- Coordinate the compilation of information from town departments and, where applicable, regional school districts for transmittal to the Town's financial advisor for inclusion in the Official Statement.
- Identify town staff to participate in presentations to bond rating agencies, lead the presentation, and coordinate timely responses to any questions raised by a rating agency.
- Work with bond counsel and the Town's financial advisor to draft motions required to be voted by the Selectboard at the time of the award for the sale of bonds.
- For capital projects authorized to be funded through the issuance of debt, in order to avoid arbitrage penalties, ensure that the amount borrowed at any given time for individual bond authorizations can be expended on a schedule that complies with Internal Revenue Service requirements.
- To ensure that bond proceeds are segregated, and ensure that they are expended for the purpose for which they were borrowed.
- To ensure that the investment of bond proceeds complies with limitations imposed by the Internal Revenue Service.
- In consultation with the Town's financial advisor, ensure that all debt-related filings with the federal government (the Internal Revenue Service and the Municipal Securities Rulemaking Board) and the Massachusetts Department of Revenue be done timely.

REFERENCES

M.G.L. c. 41, § 59
M.G.L. c. 44, § 4
M.G.L. c. 44, § 6A

M.G.L. c. 41, § 61
M.G.L. c. 44, § 6
M.G.L. c. 44, § 7

M.G.L. c. 44, § 8
M.G.L. c. 44, § 19
M.G.L. c. 44, § 20A
M.G.L. c. 59, § 21C (f)
M.G.L. c. 59, § 21C (j)
26 USC § 148

M.G.L. c. 44, § 17
M.G.L. c. 44, § 20
M.G.L. c. 44, § 21A
M.G.L. c. 59, § 21C (i1/2)
M.G.L. c. 80, § 13

Massachusetts Department of Revenue, Division of Local Services - DLS Best Practice: Understanding Municipal Debt

Massachusetts Department of Revenue, Division of Local Services - DLS Borrowing Guidelines: Asset Useful Life - Borrowing Limits

Massachusetts Department of Revenue, Division of Local Services - DLS Informational Guideline Releases 17-21: Borrowing and 17-22: Premiums and Surplus Proceeds for Proposition 2½ Excluded Debt

Government Finance Officers Association Best Practice: Refunding Municipal Bonds

Internal Revenue Service Guidance: Arbitrage Guidance for Tax-Exempt Bonds

ADOPTED BY:

DATE ADOPTED:

A-4 Enterprise Fund (review draft 12.22.20)

PURPOSE

Massachusetts General Law provides for municipalities to establish – for accounting purposes – a separate fund (or funds) classified as Enterprise Funds to record the revenues and expenditures of municipal operations that deliver services on a business-like basis; that is, the users of the service are charged fees intended to cover most if not all of the costs of delivering the service not covered by other revenues.

The purpose of this policy is to establish principles that govern the accounting and financing of operations that deliver these kinds of services. The Town of Montague operates two enterprise funds, for its Water Pollution Control Facility (WPCF) and the Turners Falls Municipal Airport (Airport).

APPLICABILITY

This policy is applicable to the Town Administrator, WPCF Superintendent, and Airport Manager for estimating annual enterprise fund revenue and recommending annual user charges; the Finance Committee with responsibility for recommending annual enterprise fund budgets; the Selectboard acting as Sewer Commissioners with responsibility for setting WPCF user charges; the Airport Commission for setting aviation-related fee schedules; and the Capital Improvements Committee, which bears responsibility for recommending enterprise fund capital projects to the Finance Committee and Selectboard.

DEFINITIONS

Direct costs – expenses that comprise the recommended budget of an enterprise and are voted as appropriations by Town Meeting to finance the operations of the enterprise. These expenses are accounted for in the Enterprise Fund.

Enterprise Fund - An enterprise fund gives communities the flexibility to account separately for all financial activities associated with a broad range of municipal services. It establishes a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Revenues and expenses of the service are segregated into a fund with financial statements separate from all other governmental activities.

Fund – a separate accounting entity used to segregate the revenues and expenditures of a single municipal activity or multiple activities, record the annual financial results of that operation, segregate any resulting surplus and facilitate financial reporting of the Fund's assets and liabilities.

General Fund - the primary fund used by a government entity. This fund is used to record all revenues and expenditures that are not associated with special-purpose funds, e.g., enterprise, capital project, grant, and revolving funds. The activities being paid for through the general fund constitute the core administrative and operational tasks of a municipality.

Indirect costs – those expenses that are part of the annual operating budget accounted for in the General Fund, a portion of which can be identified as supporting the operations of an enterprise.

Retained Earnings - any operating surplus (actual revenues in excess of estimates and appropriations in excess of expenses) is retained in the enterprise fund rather than closed to the General Fund at fiscal year-end. Surplus of an enterprise certified by the Massachusetts Department of Revenue, Division of Local Services as available is called "retained earnings". Use of retained earnings requires appropriation by Town Meeting.

POLICY

The town will adhere to the following policies regarding Enterprise Funds:

- For any service eligible for treatment as an Enterprise Fund under MGL Chapter 44 Section 53F1/2, the Town shall consider establishing an Enterprise Fund in order to effect the following:
 - To clearly identify the total cost of delivering a specified service – direct, indirect and capital - and the source(s) of funding of the service.
 - To make readily accessible important financial and management information for rate setting purposes and financial reporting.
 - To provide a mechanism for the segregation of any surplus at fiscal year-end that is generated by the specified operation and to reserve that surplus for future use in support of the operation, subject to appropriation by Town Meeting.
- The annual budget of any enterprise shall be included in the annual recommended budget when it goes to Town Meeting.
- Capital requests of any enterprise for the ensuing fiscal year and future years shall be included in the Capital Improvement Committee's recommended annual Capital Improvement Plan as described in the Town's Capital Planning policy.
- User charges shall be set at a level to cover projected costs, direct and indirect and capital-related.
- The enterprise's share of the Town's annual cost of financing its Other Post-Employment Benefits (OPEB) liability shall be included in the total costs to be financed by user charges as described in the Town's Other Post-Employment Benefits policy.
- WPCF user charges shall be reviewed annually and presented to the Selectboard by the Town Administrator or his/her designee for review no later than October 15. If rate changes are recommended, the Selectboard, pursuant to its fee-setting duties, shall act on such recommendations. If new rates are approved they shall take effect upon adoption, retroactive to the start of the fiscal year.
- Airport user charges shall be reviewed each June and presented to the Airport Commission by the Airport Manager for review. If rate changes are recommended, the Airport Commission, pursuant to its fee-setting duties, shall act on such recommendations. If new rates are approved they shall take effect on July 1st. Note that airport hangar lease and access fees will be adjusted

no less frequently than every fifth year, with rates tied to the change in the Consumer Price Index growth for the surrounding area. FY2020 may be considered the base year for the five-year calendar.

- A reserve of retained earnings shall be maintained at a level described in the Town's Financial Reserves policy, including an amount to cover emergency circumstances.
- Mid-year adjustments of rates will be sought only under extraordinary circumstances in response to emergencies that cannot be accommodated through an appropriation of available retained earnings.

PROCEDURES

Determination of Indirect Costs – Indirect costs of an enterprise shall be updated annually and assessed to the enterprise in service to two purposes:

- As part of the budget process, to identify the amount of enterprise fund revenue proposed to be transferred to the General Fund to finance those costs to be incurred by the General Fund in support of the operations of the enterprise.
- To include as a component of total annual cost of the enterprise – in addition to direct and capital costs – for the purpose of determining rates that will result in the enterprise being self-supporting; that is total estimated revenue equal to total costs.

Indirect costs (those costs borne by the General Fund in support of an enterprise) shall include but not be limited to a portion of the salaries and expenses of the following as determined by the Town Accountant:

- Town Accountant
- Treasurer/Collector
- Audit (Contracted Service)
- Information Technology (IT)
- Selectboard
- Town Administrator

Note that the following are not included as indirect costs because Town Meeting appropriates them as direct costs of enterprise budgets.

- Benefits for active and retired employees, including insurances, Medicare tax, unemployment, and workers' compensation
- Pension costs – the Town's share of its annual pension assessment attributable to employees of the enterprise
- Vehicle insurance
- Property and liability insurance covering buildings, equipment and operations of the enterprise

- Legal services
- Debt service

The Town Administrator or his/her designee shall develop in writing methodologies for identifying any recommended changes relative to attribution of indirect costs.

REFERENCES

M.G.L. c. 44, § 53F½

Massachusetts Department of Revenue, Division of Local Services: Enterprise Fund G.L. c. 44, § 53F½ Manual

Town of Montague – Annual Budget Process policy

Town of Montague– Financial Reserves policy

Town of Montague – Capital Planning policy

Town of Montague – Other Post Employment Benefits policy

ADOPTED BY:

DATE ADOPTED:

A-6 Investments (review draft 12.17.20)

PURPOSE

The purpose of this policy is to establish guidelines to govern the investment of town funds by the Treasurer/Collector. It pertains to the investment of revenue of a variety of funds (e.g., General, Enterprise, Revolving, Special Revenue, Agency), as well as trust funds including but not limited to Stabilization Funds and the Other Post-Employment benefits (OPEB) Liability Trust Fund. It does not pertain to investment of pension funds for Montague employees, which is invested and managed by the Montague Retirement Board.

APPLICABILITY

This policy applies to the Treasurer/Collector regarding his/her duties to invest and manage Town funds and to the Town Accountant regarding his/her role accounting for investment activities.

DEFINITIONS

Arbitrage - investing funds borrowed at a lower interest cost in investments providing a higher rate of return.

Safety –the degree to which investment principal is protected which is achieved through the mitigation of credit risk and interest rate risk

Liquidity – the degree to which invested cash is readily accessible to finance the cost of current operations

Yield – the interest rate on an investment

Massachusetts Municipal Depository Trust (MMDT) – an investment pool for state, local, county governments and other independent governmental authorities under the auspices of the Treasurer of the Commonwealth.

Repurchase agreement (Repo) - a form of short-term borrowing for dealers in government securities. In the case of a repo, a dealer sells government securities to investors, usually on an overnight basis, and buys them back the following day at a slightly higher price.

POLICY

It shall be the policy of the Town of Montague as follows:

- That the Treasurer/Collector shall have the authority and responsibility to invest all Town funds subject to the requirements of all federal and state law and regulations governing the investment of municipal funds, including arbitrage restrictions on the investment of bond proceeds.
- That the Treasurer/Collector will invest funds in a manner that meets the Town's daily operating cash flow requirements.

- That the Treasurer/Collector shall seek the highest possible return on investment taking into consideration the following in the priority order shown when investing town funds:
 - Safety
 - Liquidity
 - Yield
- That the Treasurer/Collector may invest in the following instruments:
 - The MMDT
 - U.S. Treasury and Agency obligations up to one-year maturity from the date of purchase
 - Bank accounts and certificates of deposit up to one year fully ensured by the FDIC and in some cases also Depository Insurance Fund of Massachusetts (DFIM)
 - Unsecured bank deposits such as checking, savings and money market accounts and certificates of deposits (with maturities not greater than 3 months) not covered in the categories above, with the amount invested limited to no more than 5 percent of an institution's assets and no more than 10 percent of a municipality's cash. The credit worthiness of the institution shall be tracked by a credit worthiness reporting system such as Veribanc or Sheshunoff.
 - Repurchase agreements
- That the Treasurer/Collector shall seek to diversify the Town's investments in terms of maturity as well as instrument type and issuer. Diversification should include prohibition against the over-concentration of maturities and investments in a single institution. With the exception of U.S. Treasury obligations or investments fully collateralized by U.S. Treasuries or agencies, and state pools (e.g., the MMDT), no more than 10 percent of the Town's investments shall be invested in a single financial institution
- That the Town set performance expectations that the Treasurer/Collector, and any assistant Treasurer, act in strict adherence with the state conflict of interest law.
- To make overall investment decisions in accordance with "prudent person" standards under MGL c. 203C or as otherwise allowed by state law.

PROCEDURES

The following procedures shall be followed by the Treasurer/Collector in executing his/her investment responsibilities:

- Upon receipt of statements of interest earned, post to the Treasurer’s cash book and transmit earnings information to the Town Accountant for posting to the general ledger.
- For any Brokerage houses and brokerage dealers wishing to do business with the Town, the Treasurer/Collector will require submittal of the following information for review:
 - Audited financial statements
 - Proof of National Association of Security Dealers certification
 - A statement from that the dealer has read the Town’s investment policy and will comply with it
 - Proof of credit worthiness (minimum standards at least 5 years in operation and minimum capital of 10 million dollars)
- No later than 30 days after fiscal year-end, the Treasurer/Collector will prepare a report for transmittal to the Town Accountant to include the following:
 - A listing of the individual accounts and individual securities held as of June 30
 - A listing of the short-term investments portfolio by security type and maturity to demonstrate compliance with the diversification and maturity guidelines of this policy
 - A summary of income earned on a monthly basis and at fiscal year-end

REFERENCES

M.G.L. c. 29, § 38A
M.G.L. c. 44, § 55
M.G.L. c. 44, § 55B
M.G.L. c. 203C

M.G.L. c. 44, § 54
M.G.L. c. 44, § 55A
M.G.L. c. 167, § 15A
M.G.L. c. 268A

Office of the Commissioner of Banks: List of Legal Investments

Governmental Accounting Standards Board Statement 40: Deposit and Investment Risk Disclosures

Massachusetts Collectors’ and Treasurers’ Association - Investment Policy Statements

ADOPTED BY:

DATE ADOPTED:

A-7 Other Post-Employment Benefits (OPEB) (review draft 12.17.20)

PURPOSE

At retirement, in addition to eligibility for a pension - funded in whole or in part by an employee's regular contributions to a pension fund while an active employee - municipal employees in the Commonwealth are entitled to receive what is referred to as Other Post-Employment Benefits (OPEB) which include post-retirement health insurance and may also include dental and life insurance. The Town's share of this future benefit for current retirees, as well as the future benefit for current active employees (future retirees), if not funded annually results in an ever-increasing unfunded liability, that when it comes due can have severe impacts on a municipality's operating budget.

To ensure fiscal sustainability, this policy sets guidelines for a responsible plan to meet the Town's obligation to provide other post-employment benefits for current and future retirees.

APPLICABILITY

This policy encompasses OPEB-related budget decisions, accounting, financial reporting, and investment and applies to the:

- a) Finance Committee in its role to recommend the proposed annual budget;
- b) Selectboard in its role as participant in the annual budget development process;
- c) Treasurer, pursuant to M.G.L. c. 32B, § 20, as custodian of the "OPEB Liability Trust Fund"; and,
- d) Town Administrator and Town Accountant with responsibility for OPEB-related activities.

DEFINITIONS

Annual Required Contribution – an actuarially calculated amount which if appropriated annually will retire a municipality's unfunded OPEB liability over a prescribed schedule.

Governmental Accounting Standards Board (GASB) - is an independent, private-sector organization that establishes accounting and financial reporting standards for U.S. state and local governments that follow Generally Accepted Accounting Principles (GAAP).

OPEB Liability Trust Fund - a trust fund established by a governmental unit for the deposit of appropriations, gifts, grants and other funds for the benefit of retired employees and their dependents; payment of required contributions by the governmental unit for the group health insurance benefits provided to employees and their dependents after retirement; and reduction and elimination of the unfunded liability of the governmental unit for those benefits. It is an expendable trust fund, subject to appropriation, that is managed by a trustee or board of trustees.

The Town of Montague created this trust fund under Article 16 of the October 1, 2015 Special Town Meeting. On June 27, 2016, the Selectboard voted to recommend investing the assets of the Trust Fund in the State Retiree Benefit Trust Fund, and the Treasurer signed an agreement with the Commonwealth to this end.

The State Retiree Benefit Trust Fund (SRBTF) - an investment vehicle established by Massachusetts law that enables political subdivisions of the Commonwealth to invest funds set aside to fulfill other-post-employment-benefits (OPEB) for retirees such as healthcare or dental coverage in retirement.

Governmental accounting regulations prevent commingling these assets with traditional retirement investment funds, but the SRBTF allows for these eligible state and municipal entities a “turn-key” option to set aside money to be invested through the Pension Reserves Investment Management Board (PRIM).

POLICY

It shall be the policy of the Town as follows:

- The Town is committed to a disciplined and methodical annual funding of the long-term cost of OPEB due its current and future retirees.
- The Town will engage the services of an actuary every year to perform an updated actuarial valuation of its OPEB liability as a source of information for decision makers about progress toward funding of the liability and to comply with reporting requirements promulgated by GASB.
- The Town will periodically assess strategies to mitigate its OPEB liability by evaluating the structure of benefits offered and their cost drivers while at the same time avoiding benefit reductions that would place undue burdens on employees or risk making the Town an uncompetitive employer.

PROCEDURES

A. Accounting for and Reporting the OPEB Liability

Every year, the Town Accountant shall engage the services of an actuary to conduct a valuation or interim update of the Town’s OPEB liability to be transmitted to the Town’s independent auditor for integration into the Town’s annual financial statements in compliance with guidelines of the Governmental Accounting Standards Board.

Upon completion of an actuarial valuation, the Town Accountant shall transmit the document to the Town Administrator, which in turn shall be transmitted to the Selectboard and Finance Committee for their information and consideration.

B. Trust Management and Investment

Appropriations by Town Meeting into the Town’s OPEB Trust Fund, shall be invested by the Treasurer through the State Retire Benefits Trust Fund administered by the Massachusetts Pension Reserves Investment Management Board (PRIM), unless and until, the Treasurer, as Trustee of the Fund, selects an alternative approach to investment as permitted by M.G.L. c. 32B, § 20. Any change in approach to investment shall be made only after consultation with the Town Administrator, Selectboard and Finance Committee.

C. Mitigation

On an ongoing basis, the Town will assess health care cost containment measures and evaluate strategies to mitigate its OPEB liability. The Town Administrator will monitor proposed laws affecting OPEBs and Medicare and analyze their impacts.

The Town Accountant will regularly audit the insurance bills from the Hampshire County Insurance Trust and request removal of any Town of Montague subscribers deemed ineligible based on work hours, active Medicare status, or other factors.

D. OPEB Funding Strategies

To address the Town's OPEB liability, the Town Administrator and Town Accountant shall annually recommend a funding schedule to the Selectboard and Finance Committee based on the most recent actuarial valuation, and review that schedule every year following the issuance of an updated actuarial valuation.

Potential sources of funding for the annual appropriation to the OPEB Liability Trust Fund may include, but not be limited to general fund revenue, free cash, and overlay surplus. In addition, the Finance Committee's recommended enterprise fund budget(s) shall include a line item to fund all or part of the enterprise operations' annual share of the Town's OPEB liability, to be funded through user charges.

To move toward full funding of the actuarially derived Annual Required Contribution to the OPEB Trust Fund, the Finance Committee, with assistance from the Town Administrator and Town Accountant, shall periodically evaluate the potential of the following:

- Transfer unexpended funds from insurance line items to the OPEB Liability Trust Fund.
- Determine and commit to appropriating an annual portion of free cash.
- Appropriate an annually increasing percentage of General Fund revenue.
- At a future time when the pension reserve for Montague employees is fully funded, direct any reduction in the Town's annual pension assessment to the OPEB Liability Trust Fund.

REFERENCES

M.G.L. c. 32B, § 20

M.G.L. c. 44, § 54

M.G.L. c. 203C

M.G.L. c. 32B, § 20A

M.G.L. c. 44, § 55

Town of Montague Investment Policy

Town of Montague Financial Reserves Policy

GASB Statements 75: Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions and 74: Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans

Government Finance Officers Association Best Practices: Ensuring Other Postemployment Benefits (OPEB) Sustainability and Sustainable Funding Practices for Defined Benefit Pensions and Other Postemployment Benefits (OPEB)

October 1, 2015 Special Town Meeting vote (Article 16) creating the Town's OPEB Liability Trust Fund

ADOPTED BY:

DATE ADOPTED:

DRAFT

A-8 Enforcement of Property Tax Collections (review draft 04.15.21)

PURPOSE

The purpose of this policy is twofold: (1) to communicate clearly to all taxpayers the procedure the Town will follow to preserve its rights and fulfill its duties to collect taxes and (2) to contribute to the stability of the Town's financial condition by maximizing the collection of taxes.

The property tax levy comprises the majority of annual revenues, approximately 86%, that support the Town's operating budget. On average, the Town collects approximately 96% of the amount billed by June 30 of the year in which it is levied. As a matter of fairness to those who pay their taxes timely, the Town should pursue all legal remedies available to it in order to ultimately collect from those taxpayers who are delinquent.

APPLICABILITY

This policy applies to the taxpayers of the Town, the Treasurer/Collector who has the primary responsibility for the collection of taxes and enforcement of collections, the Director of Assessing in supporting the enforcement of collection of personal property taxes and the Town Accountant regarding accounting for transactions resulting from enforcement. Secondary enforcement responsibility rests with town departments responsible for the issuance of licenses and permits, and outside legal counsel, as needed.

DEFINITIONS

Real Property - for local tax purposes is defined as land, buildings and things thereon or affixed thereto.

Personal Property - Personal property is composed of goods, merchandise, equipment, tools, machinery, furniture, furnishings and effects and other movable property.

Demand Letter - a letter to taxpayers issued after a fiscal year's last tax payment is due informing taxpayers that their taxes are delinquent and need to be paid.

Tax Taking - real estate taxes which remain unpaid after the issuance of a Demand Letter are subject to the tax taking process, which, if carried to its conclusion, results in a municipal tax lien being placed on the property that secures ultimate payment of the delinquent tax.

Tax Title - a lien placed on property to enforce the collection of property **taxes**, and is removed when the property tax account is paid in full. If the property **taxes** are not paid, the Town may file at Massachusetts Land Court to foreclose and take possession of the property.

POLICY

It shall be the policy of the Town regarding collections of property taxes as follows:

- to pursue all legal remedies available to it under state law and town by-law
- to maximize the payment of taxes by the end of the fiscal year in which the taxes were levied;

- to expedite the payment of those accounts that are delinquent beyond the end of the fiscal year in which the taxes were levied; and,
- for those accounts that continue to be delinquent, to secure the right of the Town to ultimately collect taxes outstanding.

Further, it shall be the policy of the Town that among these remedies will be the withholding, suspension or revocation of licenses and permits of delinquent taxpayers per Town By-Law adopted pursuant to the authority granted under (M.G.L . c. 40, §57).

PROCEDURES

Taxes Due

The Town issues semi-annual tax bills. Typically, the actual tax bill for a fiscal year is issued on December 31 and is due April 1.

Demands

On or about the day after the second annual tax payment is due, typically April 2, demand letters shall be issued to the assessed owners of properties whose tax payments are overdue. These demands shall apply to unpaid real property and personal property taxes. Demand letters shall not be issued to those who have been granted full exemptions of taxes due, or those who have automatic stays on record due to bankruptcy filings. The demand letters shall be sent to the assessed owners' last or usual place of residence or business, or alternatively, to the address best known to the collector.

The Treasurer/Collector shall, as a matter of law, allow a minimum of fourteen (14) days for payment before pursuing additional enforcement remedies for unpaid real property taxes, i.e., a tax taking, provided for by statute. (Per Massachusetts General Laws, issuance of a demand is a prerequisite to a valid tax taking).

Tax Taking

After the expiration of 14 days from the date of issuance of a demand letter, a municipality can, pursuant to Massachusetts General Laws, initiate a tax taking which "perfects and secures" the municipality's lien on the real estate.

Pursuant to M.G.L. c. 60, § 37, a municipality has 3 1/2 years from the end of the fiscal year for which the taxes were assessed to "secure", or "perfect", the tax liens. It shall be the policy of the Town to initiate tax takings no later than 3 years from the end of the fiscal year for which such taxes were assessed.

Though not required by law, as a courtesy prior to the initiation of a tax taking, it shall be the policy of the Town, to issue at least one courtesy enforcement letter to delinquent property owners describing the Town's intent to initiate a tax taking and give the owner the opportunity to pay overdue taxes to avoid such taking. The letter shall be issued by the Treasurer/Collector approximately one month prior to the initiation of the tax taking.

Further, in addition to the courtesy enforcement letter issued one month prior to the initiation of a tax taking, in each fiscal year following the end of the fiscal year for taxes were assessed and in which a tax taking is not initiated, a courtesy letter shall be sent to each delinquent taxpayer reminding the taxpayer that taxes are delinquent, requesting payment of delinquent taxes, and stating that:

- Per state statute, delinquent taxes are accruing penalty interest at the rate of 14% per annum
- That the property is subject to a tax taking at which time, per state statute, penalty interest on delinquent taxes will increase to 16% per annum

If the courtesy enforcement letter issued one month prior to a proposed tax taking does not result in full remittance of amounts due, the Treasurer/Collector shall, pursuant to M.G.L. c. 60, § 53, publish a Notice of Tax Taking in the local newspaper and post the notice in two or more convenient, public places.

No earlier than 14 days after the publication of the Notice of Tax Taking but no more than 60 days after the publication, the Treasurer/Collector shall prepare an Instrument of Taking form for each delinquent property and record it at the Registry of Deeds, the recording of which “perfects” the tax lien.

After performing the takings, the collector shall prepare, in triplicate, a list of Recorded Takings to be set up as tax title accounts, giving one to the treasurer, one to the Town Accountant, and retaining one for the collector's records. The Town Accountant shall adjust the general ledger by reducing property taxes receivable and increasing tax titles receivable.

The treasurer shall set up a separate Tax Title Account for each parcel of real estate included in a list of recorded takings. Each Tax Title Account must contain the following information:

- Name and address of person assessed.
- Name(s) of subsequent owner(s).
- Date of taking.
- Legal description and location of property.
- Book and page of the recording of the Instrument of Taking or, in the case of registered land, certificate and document number.
- Unpaid tax amount for the year(s) for which the property was taken.
- Other additional costs, such as betterments, utility charges, district taxes etc.
- Collector’s interest to the date of taking.
- Collector’s fees and charges, as outlined in Ch. 60 §15.
- Subsequently certified taxes.

Personal Property

Unlike real property taxes, there is no statutory mechanism to record a lien against personal property to secure collection of outstanding personal property taxes. Notwithstanding this fact, the Treasurer/Collector, with the assistance of the Director of Assessing, shall take the following measures to pursue collection of delinquent personal property taxes.

If, following the issuance of a demand letter for unpaid personal property taxes as described above, personal property accounts remain unpaid, the Treasurer/Collector shall explore the costs and benefits of the following collection remedies:

- By bringing a civil action against the assessed owner. G.L. c. 60, § 35. Actions to collect personal property taxes may be brought in the small claims session of district court. G.L. c. 218, § 21.
- By withholding any money owed by the municipality to the taxpayer and set it off against the obligations of the taxpayer under G.L. c. 60, § 93.

The Treasurer/Collector shall periodically review delinquent accounts with the Director of Assessing to determine if the taxes are uncollectible because the taxpayer is dead, absent, bankrupt, insolvent or otherwise unable to pay. If it is determined that such is the case, the collector shall notify the Board of Assessors in writing that the delinquent taxes are uncollectible. Within 30 days of such notification the Board of Assessors must review the request and certify to the Treasurer/Collector its agreement with the Collector's recommendation and notify the Treasurer/Collector and the Town Accountant accordingly.

Upon determination that an account is deemed uncollectible, the Director of Assessing shall reduce the account receivable recorded in the Assessor's commitment for the year of levy and the Town Accountant shall reduce the personal property receivable in the general ledger by the amount of the unpaid tax and post an offsetting entry to the Allowance for Abatements and Exemptions (the Overlay account).

In any case, if an account remains delinquent following the end of five fiscal years after the tax is levied, it shall be discussed by the Director of Assessing and the Tax Collector to review the status of collectability.

Subsequent Taxes

Once a lien is recorded on a parcel for unpaid taxes in a given year, there is no need, nor is there a provision in the law, to record an additional lien on the parcel.

If in a fiscal year subsequent to the taking of a parcel, a taxpayer is delinquent on that year's taxes after the issuance of a demand bill, the Collector shall certify to the Treasurer - no later than September 1st of the year following the assessment of the taxes – that the unpaid real property taxes be applied to that parcel's tax title account. Such certification shall be reported to the Town Accountant so that adjustments to property tax receivables and tax titles receivable can be made to the general ledger.

Interest, Fees, and License and Permit Denials, Suspensions and Revocations

All delinquent taxpayers are subject to charges, which the Treasurer will add to their accounts. These include interest accrued to the date of tax taking, advertising fees, certified mailing costs, legal fees, and all recording fees.

If a real or personal property tax remains unpaid by the end of the fiscal year following the year of levy, the Collector shall notify each department, board, commission or division of the municipality that issues licenses and permits of the delinquent party, and such notification shall, pursuant to M.G.L. c. 40, § 57 and in accordance with Town By-Laws, serve as the basis for the denial, revocation or suspension of any license or permit.

Tax Title Payment Agreements

The Treasurer/Collector will pursue and establish payment agreements for parcels in tax title consistent with M.G.L. c. 60, § 62A to allow delinquent taxpayers to pay off their tax liens over time. The Treasurer/Collector will actively monitor compliance with all such agreements

Redemption or Foreclosure

At least once every year, the Treasurer shall review all tax title properties that are older than 180 days and do not have payment agreements or bankruptcy recordings.

From this list, the treasurer shall identify at least the 10 largest tax title accounts as potential candidates for foreclosure. Histories of the properties shall be compiled to determine their prior use and any potential liabilities that may arise from their histories. Upon completion of a review of the candidate properties, selected properties shall be referred to a tax title attorney to aggressively pursue foreclosure in Land Court.

The Treasurer, as manager of the service contract with the tax title attorney, will work with the attorney to prepare parcels in tax title status for foreclosure, beginning by providing each Instrument of Taking. The attorney will research the tax title properties and will mail new collection enforcement letters to the taxpayers informing them of the initiation of foreclosure proceedings and the opportunity to preclude foreclosure by redeeming the property.

If a taxpayer or other party pays the outstanding amount on a tax title property, the Treasurer will prepare an Instrument of Redemption and file it at the Registry of Deeds, which removes the lien. Redemption can only be done prior to the property being foreclosed. If the obligation remains unpaid, the tax title attorney will proceed with foreclosure action in Land Court, possibly resulting in auctioning of the property.

In addition to Land Court foreclosure referrals, the Treasurer/Collector is responsible for completing foreclosures on any properties below the "Land of Low Value" threshold, which is annually updated each spring by the Division of Local Services (DLS).

REFERENCES

- | | | | |
|--------------------|--------------------|---------------------|--------------------|
| M.G.L. c. 60, § 6 | M.G.L. c. 60, § 16 | M.G.L. c. 60, § 37 | M.G.L. c. 60, § 37 |
| M.G.L. c. 60, § 50 | M.G.L. c. 60, § 53 | M.G.L. c. 60, § 54 | M.G.L. c. 40, § 57 |
| M.G.L. c. 60, § 61 | M.G.L. c. 60, § 62 | M.G.L. c. 60, § 62A | M.G.L. c. 60, § 63 |
| M.G.L. c. 60, § 76 | M.G.L. c. 60, § 77 | M.G.L. c. 60, § 79 | M.G.L. c. 60, § 80 |
| M.G.L. c. 40, § 57 | | | |

Montague By-Laws - Article III, Section 14A: Denial or Revocation of License or Permit for Nonpayment of Local Taxes, Fees or Other Charges

Department of Revenue, Division of Local Services Best Practice: Enforcing Collections

DLS Informational Guideline Releases 05-208: Payment Agreements and Tax Receivable Assignments and Land of Low Value Foreclosure Valuation Limit updated annually

Massachusetts Collectors & Treasurers Association: Treasurer's Manual and Collector's Manual

ADOPTED BY:

DATE ADOPTED:

DRAFT

A-9 Tax Rate Setting (review draft 12.17.20)

PURPOSE

The culmination of the annual budget process in Massachusetts municipalities is the setting of the tax rate. Actual tax bills cannot be issued until a Residential Factor is adopted by the Selectboard and a tax rate(s) resulting from such factor is reviewed and approved by the Massachusetts Department of Revenue, Division of Local Services (DOR, DLS). Property taxes are the major component of the Town's revenue that supports the Town's annual operating budget. Ensuring the tax bills are issued timely is critical to the Town's financial health.

The purpose of this policy is to formalize the steps that lead to the issuance of tax bills and to identify the parties responsible for those steps.

APPLICABILITY

This policy applies to:

- The Town Administrator with support from the Town Accountant, Treasurer/Collector, and Director of Assessing
- The Selectboard given its responsibility to adopt a Residential Factor
- The Town Clerk given his/her responsibility to certify certain documents that must be submitted to the Massachusetts Department of Revenue to obtain approval of an annual tax rate

DEFINITIONS

Excess Levy Capacity – pursuant to Proposition 2 ½ (M.G.L. c. 59, §§ 21C-21D), that amount of the tax levy limit (see definition below) a municipality chooses to forego in a given fiscal year by approving a tax rate that will result in a tax levy that is less than the tax levy limit. Electing to set a tax levy in a fiscal year less than the levy limit does not preclude levying to the limit in subsequent fiscal years.

Operating budget - The recommended annual operating budget – inclusive of general fund operations, enterprise fund operations, and capital projects.

Residential Factor – a factor adopted by the Selectboard based on amount of property taxes to be levied and the assessed valuation of property that determines the share of the levy to be borne by each of four classes of taxable property: residential, commercial, industrial and personal.

Tax Rate Recapitulation Sheet (Recap Sheet) – A series of worksheets developed by the DOR that must be submitted annually by each Massachusetts municipality to the DOR to obtain its approval of a tax rate. It depicts the appropriations voted by Town Meeting for the annual operating budget and the revenues estimated to support the budget. It presents, among other things, the variables used to calculate the tax rate - the amount of property taxes to be levied and the property values established by the Board of Assessors -and demonstrates that the budget is balanced as required by Massachusetts General Law and that the property taxes supporting the budget comply with the limits of Proposition 2½.

Tax Classification Hearing – Pursuant to Massachusetts General Law, a hearing held by the Selectboard as part of the tax rate setting process to determine the Residential Factor: the percentage share of the tax levy that each class of property – residential, open space, industrial, commercial, personal - will bear.

Tax Levy Limit – pursuant to Proposition 2 ½ (M.G.L. c. 59, §§ 21C - 21D), the maximum property tax levy that can be billed in a given fiscal year (the levy limit) and is a function of the prior year's levy limit, an increase in that limit of 2 ½ percent, an increase attributable to new growth (a function of the value of new construction in the prior year), and increases attributable to levy limit overrides, debt exclusions and/or capital exclusions approved by town wide referenda.

POLICY

The steps culminating in the setting of an annual tax rate shall be coordinated by the Town Administrator, or his/her designee(s).

The target date of the Selectboard to adopt a Residential Factor shall be the 3rd Monday in October of each year but no later than November 30th.

The process of adoption of a Residential Factor shall, at a minimum, consist of two meetings by the Selectboard

- First meeting - a tax classification information session in which the Town Administrator or his/her designee(s) shall make a presentation that includes but is not limited to:
 - Property values by class and their change from the prior fiscal year
 - Each class of property as a percentage of total value and the change in percentages from the prior fiscal year
 - The tax levy limit for the fiscal year and the factors in its increase, and the change from the prior year
 - The proposed tax levy for the fiscal year and the amount, if any, of excess levy capacity that will result
 - Options for shifting the tax burden from residential/open space to commercial/industrial/personal
 - The projected tax bill for the home of average and median value and for commercial and industrial properties of average value based on selected tax rate options.
- Second meeting - tax classification hearing to allow for public comment and to vote a tax rate(s). The Treasurer/Collector shall mail the actual tax bills no later than December 31 each year.

PROCEDURES

The following outlines the steps that need to be completed in the annual budget process to successfully culminate in the timely setting of the annual tax rate by the Selectboard, its approval by DOR and the timely issuance of tax bills.

Adoption of a balanced budget

Based on the recommendation from the Finance Committee of (1) the proposed operating budget - including estimates of revenue to create a balanced budget that will survive ultimate review by DOR -

and (2) other proposed financial articles, the Selectboard shall approve them for transmittal to the annual town meeting.

The Selectboard, through the Town Administrator, Town Counsel and Bond Counsel, will develop the annual town meeting warrant and motions for approval of all financial articles by Town Meeting voters that meets all legal and procedural requirements.

If after the completion of the annual town meeting, circumstances require the convening of a special town meeting to make adjustments to the adopted budget – reductions in or supplements to appropriations – or appropriations for new special articles, such changes shall be presented by the Finance Committee to the Selectboard for review, approval and transmittal to Town Meeting; and the Selectboard, through the Town Administrator, Town Counsel and Bond Counsel, will develop the town special town meeting warrant and motions for approval of all financial articles by Town Meeting voters that meets all legal and procedural requirements.

Preparation of the Tax Rate Recapitulation Sheet

The Director of Assessing shall oversee and coordinate the completion of all Town worksheets that comprise the Tax Rate Recapitulation Sheet and their submittal to the DOR. Completion of all Town worksheets and submittal to the DOR should occur no later than the day following the adoption of a Residential Factor by the Selectboard.

Upon request by the Director of Assessing per a schedule developed by him/her, the following shall provide the data requested and populate the related worksheets of the Tax Rate Recapitulation Sheet.

Assessors -

- Complete the property sales report (Form LA-3) for all sales over \$1,000 and submit it to DLS for approval by September 15 of each year.
- Analyze market conditions, set final property values in compliance with DLS certification standards and procure timely review and certification by DOR.
- Report the total assessed valuation for real and personal property by class (Form LA-4, which is transferred to page 1 of the tax recap) by September 1 of each year.
- Report fiscal year tax base growth used to determine the levy limit under Proposition 2½ (Form LA-13, which is transferred to the Levy Limit Worksheet).
- Update any prior-year omitted and revised assessments that included growth (Form LA-13A, which is transferred to the Levy Limit Worksheet) by September 1 of each year.
- Complete the Overlay Worksheet (OL-1).

Town Accountant –

From the town meeting authorizations certified by the Town Clerk and other information from the general ledger, complete the following worksheets as applicable:

- Tax Rate Recapitulation Sheet page 3 (Local Receipts Not Allocated) and page 4 (Certification of Appropriations and Sources of Funding)
- Enterprise Funds (Form A-2)
- Free cash used (Form B-1)

- Available funds used including any reserved bond premium amounts used as a funding source for capital articles (Form B-2)
- Debt Exclusion Report including any use of reserved bond premiums (Form DE-1)
- Report all prior year deficits incurred that must be funded and reported (page 2 of the Tax Rate Recapitulation Sheet)

REFERENCES

M.G.L. c. 40, § 56 M.G.L. c. 59, §§ 21C-21D

M.G.L. c. 59, § 23

Department of Revenue, Division of Local Services Training Publications:

- New Officials Financial Handbook
- Assessors Course 101 Handbook Chapter 5: Setting the Tax Rate
- Everything You Always Wanted to Know About Levy Limits...But Were Afraid to Ask: A Primer On Proposition 21 /2

ADOPTED BY:

DATE ADOPTED:

DRAFT

A-10 Revenue and Expenditure Forecasting (review draft 12.17.20)

PURPOSE

Annual budget proposals can have significant implications for subsequent fiscal years. Prudent financial management calls for an evaluation of the future impact of those proposals by decision-makers before they are recommended for a vote by Town Meeting. A tool for such an evaluation is a multi-year revenue and expenditure forecast.

It is important to emphasize that a forecast is not a proposed or recommended budget. It is a tool for planning, not budgeting. A forecast is intended to facilitate discussion among community “stakeholders” with the hope that it will result in the identification of issues that call for further discussion and analysis as each annual budget cycle unfolds.

The purpose of this policy is to describe the methodology for forecasting revenues and expenditures, the timing for completion of an annual forecast, and the identification of the parties to be involved in the process.

APPLICABILITY

This policy applies to the Finance Committee, the Selectboard, the Town Administrator, the Town Accountant, the Capital Improvement Committee, the Water Pollution Control Facility (WPCF) Superintendent, the Airport Manager, and Town Meeting.

DEFINITIONS

Available Funds - balances available for expenditure established through previous appropriations (e.g., stabilization funds or overlay surplus) or from a Fund’s positive operating results at fiscal year-end (e.g. free cash or retained earnings).

Indirect Costs - those expenses that are part of the annual operating budget accounted for in the General Fund, a portion of which can be identified as supporting the operations of an enterprise.

Retained Earnings - any operating surplus (actual revenues in excess of estimates and appropriations in excess of expenses) is retained in the enterprise fund rather than closed to the General Fund at fiscal year-end. Surplus of an enterprise certified by the Massachusetts Department of Revenue, Division of Local Services as available is called “retained earnings”. Use of retained earnings requires appropriation by town meeting.

Enterprise Fund - a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Revenues and expenses of the service are segregated into a fund with financial statements separate from all other governmental activities.

General Fund - the primary fund used by a government entity to account for general government services. This fund is used to record all revenues and expenditures that are not associated with special-purpose funds, e.g., enterprise funds and grant funds. The activities being paid for through the general fund constitute the core administrative and operational tasks of a municipality.

Gill-Montague Regional School District (GMRSD) Affordable Assessment – as a matter of policy, per the agreement captured in the 2009 Compact for Funding Education endorsed by the Montague Selectboard and the School Committee of the Gill-Montague Regional School District and reaffirmed by consensus of the Selectboard and Finance Committee in 2019, 48.5% estimated general fund revenues for the ensuing fiscal year shall be known as the Affordable Assessment and be allocated to support the recommended budget of the GMRSD. For the purpose of calculating the Affordable Assessment, estimated general fund revenues for the ensuing fiscal year shall be exclusive of those revenues characterized as non-recurring and/or revenues targeted to support specific operating budget programs, e.g., veterans benefit reimbursements, solid waste fees, and Council on Aging reimbursements from the Town of Gill.

POLICY

The following principles shall guide town officials in the preparation of an annual, multi-year forecast of revenues and expenditures:

- The forecast shall be for 5 fiscal years, not including the base-year which shall be the current adopted budget.
- A separate forecast shall be developed for General Fund operations and each Enterprise Fund operation.
- The forecasting methodology shall be a maintenance budget approach; that is, the projected costs needed to maintain the “current level of services” reflected in the base-year budget and the revenues available to support projected maintenance budgets. The difference between projected revenues and expenditures, if positive, shall be characterized as the “available balance”; that is, the excess of projected revenues over projected expenditures, which can be used to fund service or program enhancements, future collective bargaining agreements, add to reserve balances, or finance capital on a pay-as-you-go basis.
- Revenues shall be projected conservatively as follows:
 - projections of the property tax shall be based on the growth of the levy limit pursuant to Proposition 2 ½; that is, growth in the prior years’ levy limit of 2 1/2 % plus an increase attributable to new growth. Forecasts of new growth shall be based on a review of a 10-year history of growth by class with adjustments based on current information that calls for deviations from such averages.
 - projections of each category of local receipts shall generally be based on the history of actual collections and projections of 5-year historical averages with adjustments made based on current information that calls for deviations from such averages, e.g., newly adopted fees or charges, termination of a fee-based program, etc.
 - projections of state aid shall be based on a 5-year historical average of actual receipts by Cherry Sheet program with adjustments made based on current information that calls for deviations from such averages.

- Projections of Available Funds shall be based on current balances in each Fund and an assessment of the reliability of their recurrence in each year of the forecast, and the advisability of their use to support operating budgets.
- Projections of increases in Enterprise Fund transfers to the General Fund to cover indirect costs shall be based on projected increases in the components that comprise indirect costs (see the Town's Enterprise Fund policy).
- Expenditure projections shall be based on increases driven by estimated inflationary pressures, current collective bargaining agreements, and escalators in other existing service contracts. The annual GMRSD Affordable Assessment shall be 48.5% of projected annual general fund revenues. Projections of expenditures not requiring appropriations (Other Amounts to be Raised), shall be based on a review of historical patterns of expenditures - an example being the Overlay account - and historical annual average increases for Cherry Sheet assessments.

PROCEDURES

The following procedures shall be followed in the development and presentation of the annual revenue and expenditure forecast:

- Revenue and expenditure forecasts by Fund shall be prepared annually by the Town Administrator and the Town Accountant and shall include narrative or annotations describing the assumptions driving the forecasts.
- The forecasts shall be presented by the Town Administrator and Town Accountant to a joint meeting of the Selectboard, Finance Committee, and Capital Improvement Committee at the beginning of the annual budget process on a date set by the Finance.

REFERENCES

M.G.L. c.59, §§ 21C-23

ADOPTED BY:

DATE ADOPTED:

A-11 Annual Audit (review draft 03.09.21)

PURPOSE

The purpose of this policy is to recognize the value and importance of conducting an annual audit of the Town's finances by an external, independent certified public accountant (CPA).

An annual audit performed by an external, independent auditor serves multiple purposes.

- It provides an opinion that a municipality's year-end financial statements are complete, accurate and in conformance with rules established by the Governmental Accounting Standards Board (GASB)
- It provides an opportunity to review the internal controls of a municipality to ensure that operational procedures are in place to ensure the protection of public assets.
- It serves as a tool to foster taxpayer confidence in a municipality's management of its resources.
- It provides valuable information to credit rating agencies used in its determination of a municipality's credit rating. (The absence of an annual audit can have a negative effect on the rating assigned to a municipality resulting in higher interest costs over the life of bonds issued).

APPLICABILITY

This policy shall apply to the Selectboard in its role in establishing an audit committee and selecting its members, the Audit Committee and to the Town Administrator or his/her designee, in the administration of this policy.

DEFINITIONS

Governmental Accounting Standards Board (GASB) – The Governmental Accounting Standards Board (GASB) is the source of generally accepted accounting principles (GAAP) used by state and local governments in the United States. The GASB is subject to oversight by the Financial Accounting Foundation (FAF), which selects the members of the GASB and the Financial Accounting Standards Board. GASB's mission is to establish and improve standards of state and local governmental accounting and financial reporting that will result in useful information for users of financial reports and guide and educate the public, including issuers, auditors, and users of those financial reports.

Government Finance Officers Association (GFOA) - founded in 1906, it represents public finance officials throughout the United States and Canada. GFOA's mission is to advance excellence in public finance

Internal Control – Procedures put in place to safeguard assets, promote accountability, increase efficiency, and stop fraudulent behavior.

Management Letter – a letter prepared by the auditor which discusses findings and recommendations for improvements in internal control that were identified during the audit and were not required to be included in the auditor's report on internal control, and other management issues.

POLICY

It shall be the policy of the Town that:

- an audit of the Town's finances shall be performed annually by a CPA.
- The CPA selected shall have no personal interests, direct or indirect, in the fiscal affairs of the Town of Montague or of any of its officers or employees.
- The annual audit shall conform to the requirements of GASB.
- Notwithstanding the exemption of auditing services from competitive procurement (pursuant to M.G.L. c. 30B, § 1(b)), in conformance with recommendation of the GFOA, every five years the Town shall conduct a competitive procurement of audit services with the intent of bringing a fresh perspective to the review of the Town's finances and financial operations.
- If the results of a competitive procurement result in the selection of the Town's existing auditor, the Town shall seek to have the firm assign a different audit manager to bring the fresh perspective that otherwise would have resulted from engaging a different firm.
- Each contract for the annual audit shall include a provision that a Management Letter be included as a companion to the presentation of financial statements and the auditor's opinion regarding the statements.
- November of each year be established as the target for completion of the annual audit.
- An audit committee be established by the Selectboard comprised of 5 members consisting of the Town Administrator, Town Accountant, Treasurer/Collector, a member of the Selectboard and a member of the Finance Committee to
 - oversee the competitive procurement of audit services
 - review the results of the annual audit and report to the Selectboard and the Finance Committee regarding the audit

PROCEDURES

The Town Administrator, or his/her designee, shall:

- manage the procurement of audit services
- recommend an auditor for engagement to the Audit Committee
- ensure that information required by the auditor from town departments and other relevant entities is transmitted timely

- transmit timely the completed annual audit and management letter to the Audit Committee

REFERENCES

M.G.L. c. 40, § 44I

Annual Audits, MA DOR Division of Local Services Best Practice.

ADOPTED BY:

DATE ADOPTED:

DRAFT

A-12 User Fees (review draft 03.09.21)

PURPOSE

One source of revenue to finance the operations of municipalities in Massachusetts is the broad category of “local receipts”. A subset of local receipts is user fees which encompasses excises and charges for services. The amount that can be charged for certain user fees, excises and charges for services is established by statute, e.g., motor vehicle excise, hunting licenses, and firearms permits. Other fees and charges are determined by each municipality, e.g., building permit fees, recreation fees, and sewer charges, to name a few.

The purpose of this policy is to guide the Town in making determinations of the amount to be set as a user fee for a particular service.

APPLICABILITY – this policy shall apply to town boards and commissions with responsibility for setting user fees not fixed by statute and the Town Administrator with responsibility for overseeing the implementation of this policy.

DEFINITIONS

Direct costs –the costs to deliver a service that are funded by Town Meeting appropriations to a town department that delivers the service.

User Fees –Emerson College v. Boston, 391 Mass. 415 (1984) established that fees imposed by a municipality tend to fall into one of two categories: user fees, based on the rights of the municipality as proprietor of the instrumentalities used, or regulatory fees (including licensing and inspection fees), founded on the municipal power to regulate particular businesses or activities. Further, such fees are distinguishable from taxes in that: 1) they are charged in exchange for a particular governmental service which benefits the party paying the fee in a manner "not...shared by other members of society"; 2) they are paid by choice, in that the party paying the fee has the option of not utilizing the governmental service; and 3) the charges are collected not to raise revenues but to compensate the governmental entity providing the services for its expenses.

Indirect costs – the costs incurred by town departments in support of a service delivered by another town department, e.g., pension costs, accounting, payroll, employee benefits, etc.

POLICY

It shall be the policy of the Town’s Boards and Commissions with authority to set user fees to:

- identify those services that are candidates for the establishment of a user fee because they benefit a party in a manner not shared by the broader community.
- establish a user fee based on the total cost (or lesser amount) of delivering the service including direct costs and indirect costs
- Identify factors to be considered in determining whether a user fee shall recover the full or pro-rated cost of delivering a service.

- review, at a minimum every three years - with the exception of sewer charges which shall be reviewed annually (see Enterprise Fund policy) - existing user fees to determine if they are capturing the total cost of delivering the service
- waive fees for programs, use of public facilities and use of public spaces based on formally adopted criteria for waiving such fees. Waivers shall be granted by the Board or Commission that adopted the fee, or by a Town employee (e.g., the Town Administrator in the case of fees established by the Selectboard, or a Department Head reporting to a Town Commission) granted authority by the Board or Commission to waive a fee pursuant to adopted criteria. In the case where authority is granted to a Town employee, that employee shall report monthly to its respective Board or Commission of individual fees waived in the prior month, the basis for the waiver and the amount waived.

PROCEDURES

It shall be the responsibility of the Town Administrator, or his/her designee, to:

- compile an inventory of all user fees charged by the Town including a reference to the authority for charging such a fee, the current fee, whether it recovers all or part of the total cost of the service, and the date it was last reviewed.
- provide technical assistance to all Boards and Commissions with fee setting responsibility in determining the total cost of delivering the services under their jurisdiction for which a fee is currently or is proposed to be charged.
- call for a periodic review of user fees to determine if they are capturing the total cost of the service being delivered.

REFERENCES

M.G.L. c. 40, § 22F (authority to fix reasonable fees for licenses, permits, or certificates issued pursuant to statutes or regulations)

M.G.L. c. 44, § 53G (employment of outside consultants)

M.G.L. c. 41, § 69B (water commissioners; powers and duties)

M.G.L. c. 45, § 14 (fee setting authority – recreation commissions)

M.G.L. c. 83, § 16 (charges for use of sewers)

Emerson College v. Boston, 391 Mass. 415 (1984).

Town of Montague – Enterprise Fund policy

Costing Municipal Services: Workbook and Case Study, MA DOR Division of Local Services' workbook.
 Establishing Government Charges and Fees, Government Finance Officers Association Best Practice, February 2014

DLS Guidance of User Fees. MA DOR Division of Local Services February 2016. [DLS Guidance on User Fees.pdf](#)

Best Practices: Establishing Government Charges and Fees. Government Finance Officers' Association. <https://www.gfoa.org/materials/establishing-government-charges-and-fees>

ADOPTED BY:

DATE ADOPTED:

DRAFT

B. FINANCIAL OPERATIONS POLICIES

B-1 Cash and Receivables Reconciliations (review draft 02.03.21)

PURPOSE

The purpose of regular reconciliations of cash and accounts receivable is to ensure revenue transactions are in balance, mitigate fraud, and safeguard general ledger accuracy. Failure to reconcile cash and accounts receivable hampers the Town's ability to produce reliable revenue reports, maintain accurate records, close its books, make timely submissions to the Massachusetts Department of Revenue, Division of Local Services (DLS), and complete audits. In addition, unresolved variances can reduce the amount of free cash certified by DLS and may result in significant deficiency findings by the Town's independent auditor.

DEFINITIONS

Accounts receivable – outstanding amounts owed to the Town resulting from the issuance of bills for property taxes, motor vehicle excise taxes and charges for services, i.e., utility bills

Accounts Receivable Control Account – a record of original entry in which the record-keeper for the department issuing the bills reduces the total amount committed by amounts collected and abatements and exemptions granted, and increases it by refunds issued.

Cashbook – a ledger maintained by the Treasurer that tracks the Town's running balance of cash-on-hand in which is recorded all cash receipts, disbursements, and interest earned on investment of Town funds.

Commitment – for each billing cycle, (1) in the case of a real estate tax commitment, a list of land parcels in the Town subject to the property tax, showing for each parcel the amount of the tax due and the name and address of the person liable for payment, and (2) in the case of a motor vehicle excise tax or utility commitment, a list of the individual accounts, the amount charged for each account and the name and address of the person liable for payment.

General ledger - a bookkeeping ledger that serves as a central repository for accounting data for an organization. Each account maintained by the organization is known as a ledger account, and the collection of all these accounts is known as the general ledger. The general ledger is the backbone of any accounting system which holds financial and non-financial data for the organization.

APPLICABILITY

This policy applies to any town department with the responsibility for the issuance of bills for taxes or charges for services, and/or for the collection of fees; the Town Accountant, or his/her designee; and Treasurer/Collector, or his/her designee.

POLICY

- No later than 30 days after the end of each month the following shall occur. A department responsible for the issuance of bills shall reconcile the sum of all receivable balances from the commitment with the accounts receivable control account. Any variance shall be researched

and resolved. Upon resolution, the department shall forward the receivables balance to the Town Accountant for comparison with the receivables control account in the general ledger. If the amounts do not match, the department and the Town Accountant shall determine the reasons for any variance (e.g. missing information, errors, and/or timing differences).

- No later than 5 days after receiving bank statements, the Treasurer/Collector shall reconcile the cashbook to the bank statements and reconcile any differences between the two. The Treasurer/Collector shall then transmit the reconciled balance to the Town Accountant for comparison to the cash control account in the general ledger. If the amounts do not match, the Treasurer/Collector and the Town Accountant shall determine the reasons for any variance (e.g., missing information, errors, and/or timing differences).

PROCEDURE

The following internal controls shall be followed to implement this policy:

- For any billing cycle, a department responsible for the issuance of bills establishes an accounts receivable control account equal to the total Commitment by tax or charge.
- Concurrent with the department's establishment of the accounts receivable control account, the Town Accountant posts the total commitment of tax or charge to an accounts receivable control account in the general ledger.
- Each subsequent collection, abatement/exemption, refund or transfer (e.g., to tax title in the case of property taxes), by parcel or account, is posted by the department to the commitment book and the department's accounts receivable control account with concurrent notification to the Town Accountant for posting to the accounts receivable control account in the general ledger.
- On a regular basis as described in the Town's Revenue Processing policy, all departments receiving payments, whether pursuant to the issuance of bills or for fees, transmit to the Treasurer such amounts collected under the cover of a Schedule of Departmental Payments to Treasurer (a turnover sheet) showing the amounts by category of tax, charge or fee for the period just ended; a copy of which is concurrently transmitted to the Town Accountant for posting to the general ledger's revenue accounts and cash control accounts.
- Pursuant to the Town's Revenue Processing policy, all cash receipts and checks are deposited into the bank. At the time deposits are made to the bank, the Treasurer/Collector shall post all amounts deposited to the Treasurer's cashbook.
- Postings to the cashbook for accounts payable and payroll disbursements shall be made within two days of notification from the Town Accountant of such transactions. The Treasurer/Collector shall post entries for interest earned upon notification from the bank(s).

REFERENCES:

Massachusetts Collectors & Treasurers Association: Treasurer's Manual 2017 and Collector's Manual 2017

MA DOR Division of Local Services Best Practice February 2016: Reconciling Cash and Receivables

ADOPTED BY:

DATE ADOPTED:

DRAFT

B-2 Grant Management (review draft 12.17.20)

PURPOSE

A municipality's use of grant funds can be a valuable tool in the pursuit of policy goals and objectives; but effective grant management requires diligence from pre-application review through grant implementation to grant closing. The purpose of this policy is to establish a framework for evaluating grant opportunities, tracking grant activity, and processing grant revenues and expenditures.

APPLICABILITY

This policy applies to the Town Administrator and Selectboard regarding the application for and acceptance of grants; the Town Accountant and Treasurer/Collector regarding the control of grant funds; and, each department responsible for implementing and managing a grant-funded program.

DEFINITIONS

N/A

POLICY

- All departments are encouraged to pursue grant funding for projects and programs consistent with the Town's goals and objectives.
- All municipal grant applications must receive pre-approval by the Selectboard upon recommendation by the Town Administrator.
- Pursuant to M.G.L. c. 44, § 53A, no department shall expend grant funds until a fully executed grant agreement has been accepted and approved for expenditure by the Selectboard and a grant account(s) is established by the Town Accountant.
- No grant funds shall be used to supplant an existing operating budget appropriation for the purpose of diverting it to another use.
- It shall be the responsibility of the municipal department managing a grant to comply with the terms and conditions of the grant agreement as well as all applicable federal, state and local laws and regulations; and to provide timely notification to the Town Administrator of any developing concerns relative to implementation of the grant, its budget, or compliance with grant requirements.
- At fiscal year-end, the Town Accountant shall evaluate the materiality of any grant expenditures in excess of grant reimbursements and, if deemed material, request that the Treasurer, pursuant to M.G.L. c. 44, § 6A, borrow in anticipation of reimbursement, to finance such deficits in order to mitigate the impact on the Town's fiscal condition.

PROCEDURES

Grant application

- All grant applications shall be approved by the Selectboard - upon recommendation by the Town Administrator - prior to their submission to a grantor for funding. In the case of a late developing grant opportunity requiring submittal of a grant application prior to the next scheduled meeting of the Selectboard, the Town Administrator, in consultation with the Selectboard Chair, may submit a grant application. Such submittal shall be subject to approval by the full Selectboard at its next scheduled meeting. If approval is not granted by the Selectboard, the Town Administrator shall submit a notice of withdrawal of the grant application to the grantor.

- Prior to submission of a grant application to the Selectboard for approval, a department wishing to pursue a grant application shall submit a proposal to the Town Administrator for review describing the grant opportunity and the reasons for seeking grant funding. Evaluation of the proposal shall address the following:
 - The department's motivation for pursuing the grant
 - An assessment of how the grant will further the Town's policy goals and objectives
 - An assessment of the capacity of existing staff to administer the grant over the term of the grant, and costs of salaries and benefits for new staff, if needed.
 - Availability of office space, facilities, supplies, or equipment required to implement the grant
 - Cash or in-kind contributions, if any, required of the Town by the grantor, and proposed funding sources to meet such requirements
 - Town overhead that can be funded through the grant
 - Potential for the grant program to generate income to the Town
 - Identification of potential post-grant costs if the grant-funded program is maintained, or terminated
 - Grant compliance and audit requirements

Grant Management

- Upon notification of a grant award, the Town Administrator will forward a signed copy of the grant agreement to the Town Accountant who will establish grant accounts in the general ledger

to record grant revenues and expenditures, and set-up systems to ensure that grant-funded staff are appropriately charged to the grant.

- The Town Accountant shall issue monthly reports to grant managers showing amounts expended-to-date versus budget, and grant payments received to-date.
- Primary responsibility for grant management shall rest with the Town department awarded the grant. This shall include compliance with all terms and conditions of the grant, timely expenditure of funds, regular monitoring of the grant budget, timely filing for reimbursement, if applicable, and filing for an extension of the grant, if permitted and needed.

Grant Closeout

- Upon completion of the grant-funded program or grant period, whichever comes first, the grant manager will verify that all grant requirements have been met and will send to the Town Accountant a grant closeout package that includes a final report and either a final reimbursement request or notification of the amount to be refunded to the grantor.
- Upon receipt of the closeout package, the Town Accountant will put the general ledger's grant account into inactive status and will reconcile the project manager's report with the general ledger's record of grant activity. The project manager will subsequently submit the final reimbursement request to the grantor or, if a refund is due, the Town Accountant will add the refund amount to the AP warrant.
- Within 30 days of any grant closeout or the year-end closure, whichever is earlier, the Town Accountant will determine if the grant account has been over expended and will either apply the expense to the operating budget or propose an appropriation from other available funds.

Audit

- All grant activities are subject to audit by the particular grantors, the Town Accountant, and Montague's independent auditor. The Town Accountant will maintain all grant documents and financial records for seven years after their closeouts or for the lengths of time specified by the grantors, whichever period is longer.

REFERENCES

M.G.L. c. 40, § 5D

M.G.L. c. 41, § 57

M.G.L. c. 44, § 6A

M.G.L. c. 44, § 53A

Public Employee Retirement Administration Commission: Memo #12/2003

Mass.gov webpage: Municipal Grant Finder

US grant search website: grants.gov

Department of Elementary and Secondary Education

ADOPTED BY:

DATE ADOPTED:

DRAFT

B-3 Employee Reimbursements (review draft 03.09.21)

PURPOSE

To establish a policy that sets out procedures for a uniform method for approval, payment and accounting of reimbursements to employees for legitimate business-related expenses.

APPLICABILITY

This policy shall apply to all employees, elected officials, appointed officials, and volunteers of the Town. The term employee will be used throughout the policy for all to whom this policy applies.

DEFINITIONS

Business Mileage - Mileage incurred by an employee in a personal vehicle as part of business travel from town offices to an outside destination. For in-town business travel by employees - using their personal vehicles - between town buildings, or about Town, in the performance of their duties, mileage shall be the actual mileage recorded on the vehicle's odometer. If the person is traveling from their home to an outside business location, only the mileage incurred in excess of their normal round-trip commute to the town office shall be reimbursable.

Business travel expenses – expenses incurred for either in-state and out-of-state travel e.g., plane tickets, airport parking, shuttle fees, hotel accommodations, meals, conference/training fees, parking, tolls, taxis and ride sharing (e.g., Uber or Lyft). This does not include mileage incurred by an employee for in-town travel or travel to other Massachusetts municipalities in the performance of regular, daily tasks.

Approved Business Meals – The limit on the amounts authorized to be expended, inclusive of taxes and tip, for breakfast, lunch and dinner that will be paid for with Town funds per a schedule that is established by the Selectboard, and is subject to periodic modification. Reimbursement for alcoholic beverages is prohibited by M.G.L. c. 44 Section 58.

In-State Travel – an employee's travel to other locations in the state other than in-town travel or travel to other Massachusetts municipalities in the performance of regular, daily tasks.

IRS Mileage Rate – a rate published annually by the Internal Revenue Service that reflects the average cost per mile of operating a motor vehicle capturing the costs of gas, oil, repairs, tires, insurance, registration fees, licenses, and depreciation.

Job related expenses – pre-authorized expenses incurred in purchasing items required for the performance of an employee's duties. Reimbursement of expenses incurred by employees pursuant to provisions of collective bargaining agreements shall be governed by such agreements.

POLICY

- Town employees are expected to make every effort to prepay all business travel expenses (e.g. plane tickets, hotel accommodations, conference/training fees, etc.) using a Town credit card or by check through the accounts payable process.

- Business travel expenses incurred during in-state travel require the pre-approval of the employee's department head or his/her designee. Evidence of advance approval must be included with an employee's request for reimbursement. The Town Accountant shall determine the form by which approvals are obtained. In the case of elected officials, appointed officials and volunteers, approving authorities shall be the chairperson of the respective Boards and Committees on which the individual serves.
- Out-of-State business travel requires the pre-approval of the employee's department head and the Town Administrator. Evidence of advance approval must be included with an employee's request for reimbursement. The Town Accountant shall determine the form by which approvals are obtained. In the case of elected officials, appointed officials and volunteers, approving authorities shall solely be the chairperson of the respective Boards and Committees on which the individual serves.
- For business travel requiring the use of a vehicle, including travel between town buildings in the course of a day, employees shall make reasonable efforts to use municipal vehicles instead of their personal vehicles.
- Before paying for job-related expenses out-of-pocket (e.g., office supplies, public works materials, food) town employees should make every effort to procure such items from businesses where the Town has an account and will invoice the Town for purchases.
- Prior to the purchase of job-related expenses out-of-pocket, an employee shall obtain the authorization of his/her supervisor. Such authorization may be verbal or written.
- An employee may not be reimbursed for sales tax incurred. To avoid incurring sales tax, an employee can obtain a certificate from the Town Accountant stating the Town is exempt from sales tax for presentation to a business at the time of purchase of a job-related item.
- When reserving overnight accommodations for business-related travel, employees are expected to stay at "average rate" facilities utilizing a conference rate or a group rate when available.
- Employees shall be reimbursed for room rates and basic internet service only. Examples of charges that will not be reimbursed include, but are not limited to, "wet-bar" expenses, gym fees, laundry and movies.
- Reimbursement for eligible expenses incurred for overnight accommodations will be only for actual expenses incurred.
- When making travel reservations, employees are expected to secure the lowest available fares for airplane, train, or other vehicle transportation. Airplane travel should be at economy, coach, or other lower travel rates.

- Rental cars should be limited to mid-class or smaller vehicles, unless the number of persons attending requires a larger vehicle.
- The Town will reimburse employees for approved business meals per a schedule authorized by the Selectboard. Reimbursement for alcoholic beverages is prohibited by M.G.L. c. 44 Section 58.
- The following expenditures incurred by an employee in the course and scope of their duties shall not be reimbursed:
 - Massachusetts sales tax not including hotel/motel and meals excise taxes
 - Alcoholic beverages including liquor, beer and wine
 - Flowers and gifts for employees or others, in certain cases (see Municipal Expenditures: Proper Public Purposes in City and Town, Volume 19, No.2, a publication of the Massachusetts Department of Revenue, Division of Local Services)
 - Charitable contributions
 - Political contributions
 - The personal portion of any trip
 - Family expenses, including those of a partner when accompanying employee on Town business, child care or pet care
 - Entertainment expenses, including theatre, shows, movies, sporting events, sightseeing tours, golf, spa treatments, etc.
 - Non-mileage personal automobile expenses including repairs, insurance, gasoline, traffic citations
 - Personal losses incurred while on Town business
 - Expenses paid for by any other organization
 - Valet services
 - Mileage while traveling as a passenger in a privately-owned car
 - Personal travel insurance
 - Medical or hospital expenses
 - Theft, loss or damage to personal property while on Town business
 - Personal toilet articles, reading material, or personal telephone calls while on Town Business
- If it is determined that an employee knowingly and purposefully falsified a request for reimbursement, the Town may take disciplinary action up to and including termination.

PROCEDURES

- Requests for reimbursement shall be on a form prescribed by the Town Accountant accompanied by required supporting documentation.
- Expenses incurred that are eligible for reimbursement shall include

- Business mileage
 - Business travel expenses
 - Job-related expenses
- On January 1 of each year, that Town Accountant shall distribute to all employees a schedule of the limits on the amount of reimbursement for travel-related expenses as established by a schedule adopted by the Selectboard, which shall be subject to periodic modification.
 - Mileage reimbursement for authorized use of a personal vehicle for the performance of regular, daily tasks or travel to attend other activities (e.g., conferences, training or seminars) shall be based on the IRS Mileage Rate in effect at the time the vehicle is used. Requests for reimbursement shall be accompanied by a map, - Google maps or equivalent – showing the beginning and ending destinations and the mileage.
 - Requests for reimbursement must be accompanied by original, itemized receipts. When an employee pays by personal check, a copy of the canceled check must also be attached to the reimbursement form. When an employee uses his/her credit card or debit card, the customer copy of the credit/debit card receipt or a copy of the credit/debit card statement showing the charge must also accompany the request for reimbursement.
 - Original receipts must indicate the date and time, name of business, location, amount paid and business purpose (handwritten by the employee).
 - A request for reimbursement form must be signed by the employee and submitted to the department head or his/her designee for review, approval and signature.
 - Prior to signing the reimbursement form, the department head or his/her designee shall review the request for reimbursement form to ensure that the costs incurred comply with this policy. If questions arise, the department head shall seek clarification and additional documentation, if needed, from the employee before signing the form.
 - Requests for reimbursement should be submitted no later than one month after expenses have been incurred. Requests for reimbursement for June expenses must be made by July 14th.
 - If documentation (e.g., credit card statements, cancelled checks) required of an employee to accompany requests for reimbursement will not be received until after the close of a fiscal year, the employee – through his/her department head – shall submit a request to the Town Accountant to have the current fiscal year's funds needed to cover the reimbursement encumbered so they will carry over into the next fiscal year and be available to cover the reimbursement request when submitted.
 - Upon signing the request for reimbursement form, the department shall submit the reimbursement form and its attachments to the Town Accountant to be paid in the next accounts payable cycle.

REFERENCES

M.G.L. c. 41, §52
M.G.L. c. 268A, § 3

M.G.L. c. 44, §58

Municipal Expenditures: Proper Public Purposes in City and Town, Volume 19, No,2, a publication of the Massachusetts Department of Revenue, Division of Local Services

ADOPTED BY:

DATE ADOPTED:

DRAFT

B-4 Anti-Fraud (review draft 01.07.21)

PURPOSE

Public trust is critical to the success and integrity of municipal government. Employee confidence in government is equally essential. The Town's commitment to protecting its revenue, property, information, and other assets from fraud and abuse is critical not only to protecting these assets but also to earning the public's trust and employee confidence.

The purpose of this policy is to formalize the Town's commitment to protect its assets from abuse and fraud and to establish written guidelines and procedures to effect such protection.

APPLICABILITY

This policy shall apply to the following in the performance of their duties:

- Permanent full-time, part-time, seasonal, and casual employees,
- Appointed officials, elected officials, and committee members
- Volunteers and interns

This policy shall also apply to any business or individual doing business with the Town.

DEFINITIONS

Assets - Town funds, securities, supplies, inventory, vehicles, furniture, fixtures, equipment, and anything else of value.

Conflict of Interest - a situation in which an entity or individual becomes unreliable because of a clash between personal (or self-serving) interests and professional duties or responsibilities. Such a conflict occurs when a company or person has a vested interest—such as money, status, knowledge, relationships, or reputation—which puts into question whether their actions, judgment, and/or decision-making can be unbiased. When such a situation arises, the party is usually asked to remove themselves, and it is often legally required of them.

Employee – for the purposes of this policy, the term “employee(s) shall apply to all parties identified in the section “Applicability” above.

Fraud - Including but not limited to misappropriation of assets, larceny, corruption, fraudulent statements or financial reporting, and incurrence of expenditures and liabilities for improper purposes.

Misappropriation of Assets –

- Forgery, alteration, or misappropriation of checks, drafts, promissory notes, or securities
- Unauthorized use or disposition of funds or property (for example, misuse of Town-owned computer hardware, software, data, and other records; use of Town-owned equipment, vehicles, or work time for non-Town purposes)
- Embezzlement
- Theft
- Falsifying time sheets or payroll records

- Falsifying travel or entertainment expenses and/or utilizing Town funds to pay for personal expenses or for personal benefit
- Fictitious reporting of receipt of funds
- Fraudulent Financial Reporting
 - Improper revenue recognition
 - Improper expense/expenditure recognition
 - Overstatement of assets
 - Understatement of liabilities
- Expenditures and Liabilities for Improper Purposes
 - Payments in money or other property, including but not limited to such things as jobs for families and friends, use of vacation properties, discounted or free services in exchange for benefits and other things of value, bribes, and kickbacks

POLICY

It shall be the policy of the Town regarding protection of its assets as follows:

- The Town of Montague shall have a zero-tolerance policy with regard to fraud and is committed to undertake the following steps as part of their anti-fraud policy:
 - Education
 - Prevention
 - Detection
 - Investigation
 - Corrective Action
- The Town expects all parties to whom this policy is applicable to comply with all aspects of this policy - and procedures and protocols developed pursuant to it - as well as all applicable state and federal laws and regulations.
- It shall be the responsibility of the Town Clerk to ensure that all parties to whom this policy is applicable undertake Conflict of Interest training as required by MGL c. 268A § 28.
- The Town will communicate to all parties to whom this policy is applicable the meaning, definitions, and actions that constitute fraud. The form of communication shall be a written document to be appended to this policy developed by the Town Administrator, or his/her designee(s), in consultation with Town Counsel, that embodies the principles described herein and outlines procedures and protocols to implement this policy. Further, all parties to whom this policy is applicable shall be given a copy of this policy and document and be required to sign a statement that they have read it in full and understand it, which shall, in the case of an employee, become a record in the employee's personnel file, and in the case of other applicable parties, shall be kept on file in the Town Administrator's office. Thereafter, at the time of hire,

engagement, appointment or election, all new individuals will be subject to the same requirements.

- The Town Administrator shall review this policy and the document described above and revise, as needed, every two years. Further, a copy of the policy and document shall be transmitted to each employee at the expiration of every two-year period following their original signing for review, with each new document signed by the employee.
- The Town shall investigate any suspected acts of fraud impartially, confidentially, and without regard to the position, title, length of service, or relationship of any person, group, or organization involved.
- Where an act of fraud by an employee is substantiated the Town will take disciplinary action and refer to authorities for criminal action if appropriate; and in the case of all other parties, take legal action it deems appropriate.

PROCEDURES

Key elements of the document to be developed by the Town Administrator regarding the Town's anti-fraud program shall include, but not be limited to, procedures, protocols, and definitions that address the following:

- Description of ethical standards expected of all parties to whom this policy is applicable
- Detail of actions that constitute fraud
- Duty to report suspicion of fraud
- Whistleblower protection
- Anti-fraud education program
- Identification of parties to be notified in the event of suspicion of fraud
- Mechanism for reporting suspicion of acts of fraud
- Identification of parties responsible for conducting a fraud investigation
- Confidentiality of a fraud investigation
- Identification of party to whom results of investigation are to be reported

- Personnel action post-investigation
 - Disciplinary action by the Town
 - Referral to local, state or federal authorities for additional action
- Action against originator of claim if it is determined there was no reasonable basis for the original claim and it was motivated by malicious intent
- Corrective action
 - Identification of parties responsible for developing protocols, practices and internal controls to avoid recurrence of fraud committed; timeline for the development of corrective action; and parties to review and approve the corrective action plan.

REFERENCES

M.G.L. c. 149, § 185

MGL c. 268A

Office of the Inspector General, Commonwealth of Massachusetts, Guide to Developing and Implementing Fraud Prevention Programs

ADOPTED BY:

DATE ADOPTED:

B-5 Procurement (review draft 05.25.21)

PURPOSE

The purpose of this policy is to formalize the process the Town must follow to comply with state statutes that govern a municipality's procurement of goods and services and to identify parties that are subject to such compliance.

IMPLEMENTATION TIMELINE

It is intended that this policy will go into effect upon adoption with the following exception.

It is recognized that as of the date of adoption of this policy, the implementation of a purchase order/encumbrance software system cited below to enhance internal controls will be an extended process requiring identification of competing systems in the marketplace; evaluation of these systems and their compatibility with the Town's existing financial management software; approval of funding for the acquisition of a system; development of business rules to govern the system's operation; and training of Town personnel on the system's use. Consequently, it is agreed that, by adoption of this policy, there is a commitment to implement a purchase order/encumbrance software system though with a target starting date of July 1, 2024 for fiscal year 2025.

Notwithstanding the above, it is acknowledged that though the Town has yet to implement purchase order/encumbrance software system, the absence of such a system does not suggest that internal controls that would be automated by the software do not currently exist. At present, as part of standing practice, Invoices submitted to the Town Accountant's office are reviewed weekly, albeit after the fact, as part of the accounts payable process; and, regular reviews of departmental budgets are performed by the Town Administrator and Town Accountant and reviewed with department heads to identify potential budget shortfalls, including efforts to identify goods on order that would affect the calculation of the available budgetary balances.

APPLICABILITY

This policy applies to all employees, boards and commissions of the Town.

DEFINITIONS

Chief Procurement Officer – pursuant to MGL Chapter 30B, §2, the purchasing agent appointed by the Selectboard, or otherwise designated by charter or local by-law for the appointment of a Chief Procurement Officer, to procure all supplies and services for the Town.

Pursuant to M.G.L. c. 30B, § 19, the Chief Procurement Officer of a governmental body is authorized to delegate procurement powers and duties to other employees of the governmental body.

Sound business practice – practice that ensures the receipt of favorable prices by periodically soliciting price lists or quotes.

Encumbrance – triggered by the issuance of a purchase order to a vendor; the reservation of a portion of an appropriation to ensure that funds are available to pay an invoice from the vendor upon receipt for the good or service ordered.

Internal Control - Procedures put in place to safeguard assets, promote accountability, increase efficiency, and prevent fraudulent behavior.

POLICY

It shall be the policy of the Town as follows:

- The Town Administrator shall serve as the Chief Procurement Officer of the Town.
- The Town shall implement purchase order/encumbrance system software to (1) efficiently and comprehensively validate that a prospective purchase is appropriate, legal, budgeted for, and that, at the time of purchase, budgetary balances are adequate to finance the purchase and (2) provide accurate budget reporting that captures the obligation to ultimately pay for goods and services on order.
- Purchases in excess of \$5,000 shall require a purchase order.
- The Town Administrator, subject to delegation of authority by the Selectboard, shall be the signatory on all town contracts equal to or less than \$10,000, with the exception of contracts under the statutory purview of the Library Trustees or Airport Commission.
- The Town Administrator, subject to delegation of authority by the Selectboard, shall be the signatory on all purchase orders in excess of \$10,000.
- The Town Accountant shall sign all contracts including purchase orders to certify that funds are available to finance the contract.
- If the Town Accountant, upon review of any purchase order, has concerns that the good or service to be purchase is not appropriate, legal or budgeted for, he/she shall consult with the Town Administrator before signing it.
- As Chief Procurement Officer of the Town, the Town Administrator may delegate his/her powers and duties to one or more employees of the Town. Such delegation shall be in writing, signed by the Chief Procurement Officer, and state the activity or function authorized and the duration of the delegation. A delegation may be in specific or general terms, may be limited to a particular procurement or class of procurements, and may be conditioned upon compliance with specified procedures. A delegation may be revoked or amended whenever the Chief Procurement Officer determines that revocation or amendment is in the best interests of the Town. A delegation of powers or duties by the Chief Procurement Officer and any revocation or amendment thereof shall not take effect until a copy of the same has been filed with the office of the Inspector General of the Commonwealth.

- It shall be the policy of the Town that all employees shall procure goods and services pursuant to sound business practices and in compliance with all applicable laws and regulations of the Commonwealth and Town By-Laws, including ethics provisions that govern the conduct of public officials and employees.
- It shall be the policy of the Town that all department heads, within 6 months of the beginning of their employment, and other employees within 6 months of their designation by their department head to be responsible for the solicitation of bids for goods and services, shall pursue training opportunities and certifications offered by the Commonwealth in the areas of procurement that may be pertinent to their daily operations including the following:
 - Public Contracting Overview, or equivalent, offered by the Commonwealth's Office of the Inspector General (**this shall be mandatory for all employees designated to solicit bids for goods and services regardless of their department**)
 - MGL Chapter 30B – procurement of supplies and services
 - MGL Chapter 149 – building (vertical) construction
 - MGL Chapter 7C, §§ 44-58 – designer services
 - MGL Chapter 30, §39M --Non-building (horizontal) Construction

All required training at the Town's expense, shall be completed by an employee within two years of the beginning of employment with the Town.

- To the extent that any Department Head is uncertain regarding the requirements of a procurement process, that individual will consult with the Chief Procurement Office before proceeding with the procurement process.
- The Town shall comply with state Prevailing Wage requirements, where applicable, and with associated payroll report record collection and maintenance.
- The Town shall comply with all purchasing-related record retention requirements as promulgated by state statute and regulations. Files are to be maintained with the Department until the procurement file is complete, at which time they will be transferred to the Chief Procurement Officer.

PROCEDURES

The following procedures shall be followed in the procurement of goods and services.

- Subject to delegation of authority by the Chief Procurement Officer, each town department head shall be responsible for the procurement of goods and services of the department.
- The department head may designate one or more employees to solicit bids for goods and services.

- The purchase of any good or service in excess of \$5,000 shall require the issuance of a purchase order.
- Though goods and services of less than \$5,000 generally do not require a purchase order, if a good or service is on order and anticipated to be delivered and/or invoiced after the close of the fiscal year, each department must initiate a requisition for a purchase order for the good or service for the purpose of posting an encumbrance of funds from the current year's budget so they are available to pay invoices when submitted.
- For all purchases, whether or not they require a purchase order, vendors shall be instructed to transmit invoices to the department that generated the order.
- With the exception of designer selection, the solicitation of bids for any good or service under \$10,000 must be made on the basis of sound business practices, i.e., to the extent practicable be made competitively by seeking at least 3 quotations based on a common specification. (For designer selection, services with an estimated cost of \$30,000 or more requires solicitation of quotes from three designers.)
- The solicitation of bids for goods or services of \$10,000 or more (\$30,000 in the case of designer selection), except those exempt from competitive bidding by statute, must adhere to the requirements of Massachusetts General Laws.
- In the case of procurement of those goods or services exempt from competitive bidding by statute, to the extent practicable, efforts shall be made to solicit competitive quotations from at least three vendors/firms.
- The procurement of a good or service which is estimated to cost \$10,000 or more may not be split into multiple procurements in order to evade the requirements of Massachusetts General Laws.
- The Town Accountant shall establish a hierarchy of approvals of purchase order requisitions that, at a minimum, shall include:
 - The department head of the requisitioning department if the requisition was initiated by one of his/her designees
 - The Town Accountant or his/her designee
 - The Town Administrator
- A requisition for a purchase order of \$10,000 or more shall be accompanied by evidence that competitive quotes were sought in compliance with Massachusetts General Laws governing the good or service being procured.
- If the procurement is for a good or service that calls for the signing of a detailed contract in addition to a purchase order, a copy of the proposed contract shall accompany the requisition

and include signature blocks for the Town Accountant (to certify the availability of funds), and for the Town Administrator or, if valued at \$10,000 or more, the Selectboard Chair.

- The Town Administrator, in consultation with Town Counsel, shall develop a template for a standard contract for the procurement of goods and services that shall include provisions that will protect the interests of the Town and will be subject to modification to meet the needs of any particular procurement. Vendor contracts shall not be acceptable forms of contract unless reviewed by the Town Administrator or her/his designee and validated as being in the best interest of the Town.
- Competitive bids may be waived in instances where it is demonstrated that only one vendor can provide a good or service in an amount of \$50,000 or less, referred to as a sole source procurement. A requisition for a purchase order for a sole source procurement must be accompanied by a memorandum from the department head seeking the purchase order to the Chief Procurement Officer stating the evidence that there is only one vendor who can provide the good or service.
- Whenever the time required to ordinarily procure a good or service would endanger the health or safety of the people or their property due to an unforeseen emergency, the Chief Procurement Officer shall, in the case of horizontal or vertical construction, initiate an emergency procurement that complies with the requirements of the Commonwealth's Division of Capital Asset Management and Maintenance (DCAMM) pursuant to MGL Chapter 149, §44J(6); and, in the case of non-construction procurements, complies with the requirements of MGL Chapter 30B, §8

REFERENCES

MGL Chapter 30B
MGL Chapter 7C, §§ 44-58.
M.G.L. Chapter. 268A

MGL Chapter 149
MGL Chapter 30, §39M
MGL Chapter 66, § 8

Publications of the Commonwealth of Massachusetts, Office of Inspector General:

- [The Chapter 30B Manual: Procuring Supplies, Services and Real Property](#)
- [Designing and Constructing Public Facilities,](#)
- [Charts on Procurement Procedures](#)
- [Model Designer Selection Procedures for Municipalities and Other Local Public Agencies](#)
- [Code of Conduct for Public Employees](#)

Adopted by:

Date Adopted:

B-6 Revenue Processing (review draft 03.09.21)

PURPOSE

The purpose of this policy is to (1) safeguard Town assets by ensuring that payments to the Town in the form of cash, check, credit card, and other forms of payment for property taxes, excise taxes, charges for services, fees, and federal and state government receipts are properly and timely secured, recorded, and deposited in Town bank accounts; and, (2) to maximize cash flow to finance Town expenditures and maximize interest income.

APPLICABILITY

This policy applies to the head of each Town department that receives payments including but not limited to, fees, taxes, and charges for service; the Treasurer/Collector; and the Town Accountant. For the purposes of this policy, the titles of department head or Treasurer/Collector shall refer to that position, or his/her designee, unless specified otherwise. It also applies to a role for the Town Administrator regarding surety bonds.

POLICY

- The head of each department that receives payments is responsible for adhering to procedures established by this policy to ensure that all receipts are recorded accurately, kept secure from loss or theft, and turned over timely to the Treasurer/Collector.
- The Town Administrator shall ensure that surety bonds are maintained for all individuals responsible for handling payments to indemnify the Town from potential loss or theft.
- Each department must turn over payments at a minimum on a weekly basis and must do so immediately whenever cash receipts exceed \$250. Notwithstanding the above, at month-end, departmental staff will turn over all revenues no later than [11:00 am] on the last business day of the month.

PROCEDURE

The following internal controls shall be followed to implement this policy:

A. Receipt of Payments

- Upon the receipt of a cash payment, the receiving department shall compare the amount paid to the amount shown on the remittance and any discrepancy shall be noted at that time.
- Any Town department receiving payments must issue a receipt for each payment using pre-numbered receipt books, regardless of whether the payer requests a receipt. A copy of each receipt shall be maintained by the department.
- All departments must identify the form of payment (check, cash or credit card) on the departmental copy of each receipt issued.

- Any check received for payment shall be immediately endorsed “For Deposit Only” using a stamp or by handwriting.
- Each department receiving payments shall secure them in a locked cashbox or safe until turned over to the Treasurer/Collector.
- Notwithstanding any delegation of responsibility, each department head is accountable for insuring that the processing, recording, record retention, and turnover of payments to the Treasurer/Collector is performed in accordance with this policy. To the extent practicable, segregation of duties should be adhered to with separate individuals responsible for: 1) receiving payments, 2) recording payments, and 3) turning payments over to the Treasurer/Collector.
- Payments received by the Treasurer/Collector Office, whether by departmental turnover or from payments made directly to the Treasurer/Collector’s Office, shall, at a minimum, be deposited at the bank on a weekly basis.

B. Turning Over Revenues

- All payments received by a Department shall be turned over to the Treasurer/Collector in the timeframe prescribed in this policy under the cover of a Schedule of Departmental Payments to the Treasurer (also known as a Turnover Sheet consisting of a Treasurer’s copy, and an Accountant’s copy), with each form signed exclusively by the head of the Department. All receipts should tie back to the numbered receipt book and the turnover sheet. An employee so authorized by the head of the department shall deliver the turnover package to the Treasurer/Collector’s office in person. At no time will the employee leave a turnover package in the Treasurer/Collector’s office unattended.

C. Receiving Turnovers

- Upon the receipt of a turnover package, the Treasurer/Collector shall count the payments in the presence of the authorized departmental employee. Any variance between the amount counted and the amount on the Turnover Sheet shall be reconciled and corrections to the Turnover Sheet shall be made and initialed by both parties.
- Following the reconciliation of any discrepancies between the count and the Turnover Sheet, the Treasurer/Collector shall sign and date the Treasurer’s copy and the Accountant’s copy. The Treasurer/Collector’s office shall provide a copy of the signed Turnover Sheet to the department that generated the turnover to be retained by that department as a record of the transaction. In turn, the Treasurer/Collector’s Office shall transmit the signed Accountant’s copy to the Town Accountant. Upon receipt of the Turnover Sheet, the Town Accountant shall post the turnover to the general ledger. The Town Accountant shall not post any turnover that is not signed by the Treasurer/Collector.

- For those payments made to the Collector for which bills are issued (e.g., property taxes, sewer charges, and motor vehicle excise) deposits to the bank shall be made in the timeframe prescribed in this policy; and a turnover to the Treasurer shall be made no more than monthly under the cover of a Town of Montague, Schedule of Payments to the Treasurer. Upon receipt of this schedule, the Treasurer shall transmit a signed copy to the Town Accountant who will then post the payments to the general ledger.
- At the time deposits are made to the bank, the Treasurer/Collector shall enter all amounts deposited to the Treasurer's cash book. Until a deposit is completed, the Treasurer/Collector will ensure that all receipts are secured at all times, either in a cash drawer, or in a safe.
- The head of each department that has turned over payments to the Treasurer/Collector shall review the Town Accountant's monthly revenue reports to verify all payments to the Treasurer/Collector have been posted to the correct revenue account in the general ledger. Any discrepancies should be reported to the Town Accountant.

D. Insufficient Funds

- Upon notification from the bank of the deposit of a check with insufficient funds, or an invalid or otherwise unpaid electronic funds transfer (EFT), the Treasurer/Collector will enter a reversal of the amount in question to the appropriate account in the general ledger and notify the department responsible for the turnover. The Treasurer/Collector will also make an entry to the cashbook reversing an earlier posting of the receipt.
- The Treasurer/Collector, pursuant to M.G.L. c. 60, § 57A, will notify the payer in writing of the bounced check or rejected EFT and require payment of the original amount plus a \$25.00 penalty for any rejected payment up to \$2,500, or 1% of the check value for any rejected payment in excess of \$2,500. Payments of the original amount and the penalty shall be due in 30 days and in the form of cash, money order, or certified check.
- The head of the department receiving the original payment shall, if requested, assist the Treasurer/Collector in pursuing the amount owed. If the original payment was for a license or permit, the department shall suspend the license or permit until the original amount and penalty has been paid pursuant to M.G.L. c. 40, § 57.

E. Reconciliation

- In accordance with the Town's policy on Cash and Receivables Reconciliations, the Treasurer/Collector will reconcile the cashbook with bank statements and provide a summary of cashbook balances to the Town Accountant monthly.

F. Audit

- All cash management activity is subject to review by the Town Accountant and Montague's independent auditor at any time deemed necessary.

REFERENCES

M.G.L. c. 40, § 57

M.G.L. c. 41, § 35

M.G.L. c. 41, § 57

M.G.L. c. 44, § 69

M.G.L. c. 60, § 57A

Montague Cash and Receivables Reconciliations Policy

Massachusetts Collectors & Treasurers Association: Treasurer's Manual and Collector's Manual

ADOPTED BY:

DATE ADOPTED:

DRAFT

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

5

To the Board of Selectmen of the Town of **Montague**, Massachusetts

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

request permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Eversource proposes to set (1) new 40' Class 2 pole For line extension to building lot. Pole will be located 130' west of P# 142/11 (Davis Rd.) and 17' from centerline of Mormon Hollow Rd in line with existing poles.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan field herewith and made a part hereof marked – **5831380**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE ENERGY

By Kirk Richardson
Field Engineering Designer

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 23rd day of June, 2021

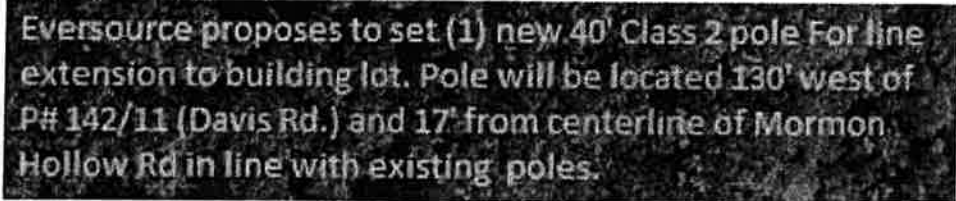
ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Board of Selectmen of the Town of **Montague**, Massachusetts.

Notice having been given and a public hearing held, as provided by law, IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated this 23rd day of June, 2021.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **5851380** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:



Eversource proposes to set (1) new 40' Class 2 pole For line extension to building lot. Pole will be located 130' west of P# 142/11 (Davis Rd.) and 17' from centerline of Mormon Hollow Rd in line with existing poles.

Also that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Montague**, Massachusetts held on the 23 day of August, 2021.

Clerk of Selectmen

We hereby certify that on August 23 2021, at 7:00 o'clock PM, at 1 Avenue A, Turners Falls public hearing was held on the petition of EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the Town of Montague Massachusetts.

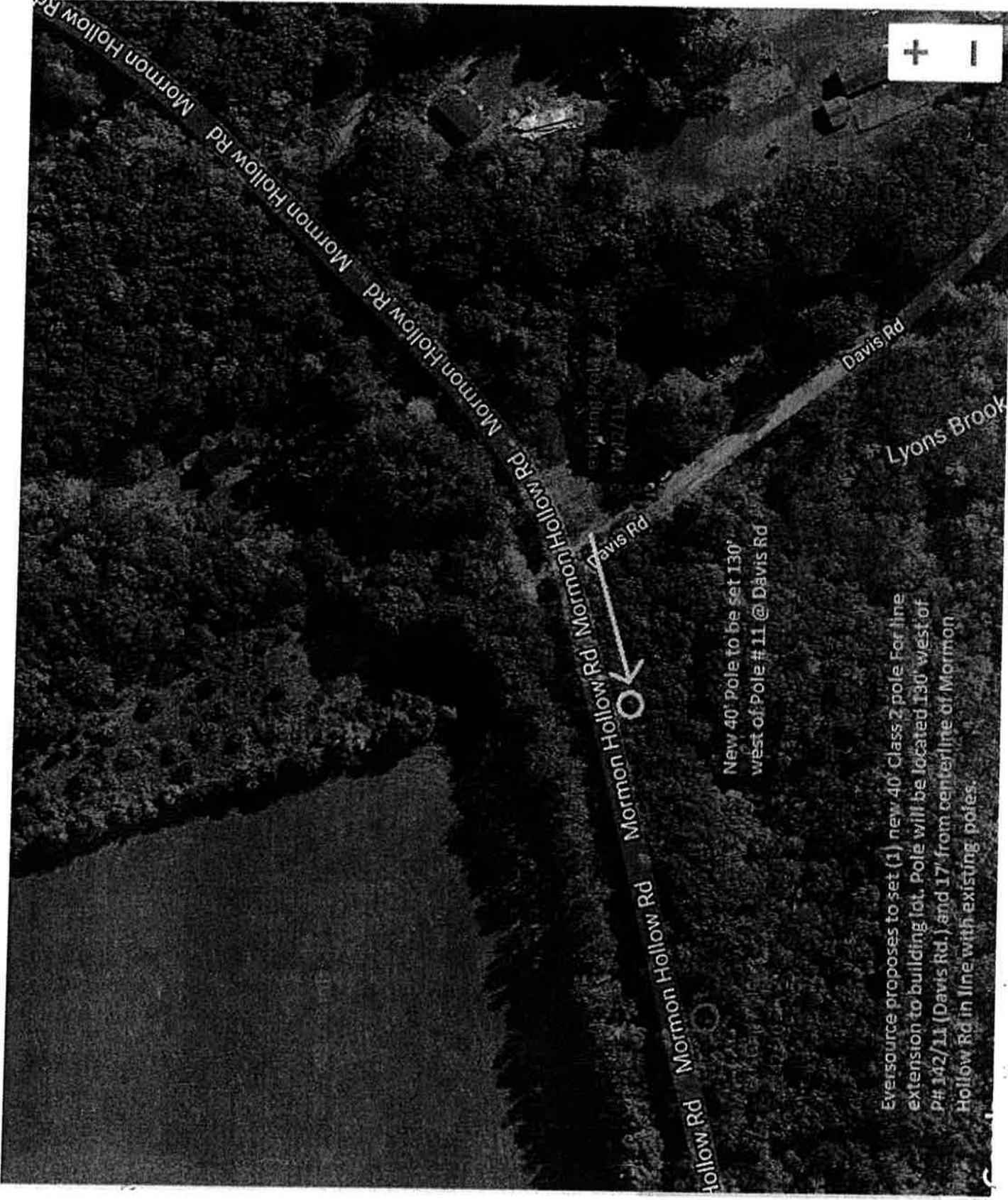
CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague, Massachusetts, on the _____ day of _____ 2021, and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

Town



New 40' pole to be set 130'
west of Pole # 11 @ Davis Rd

Eve source proposes to set (1) new 40' Class 2 pole for line
extension to building lot. Pole will be located 130' west of
P# 142/11 (Davis Rd.) and 17' from centerline of Mormon
Hollow Rd in line with existing poles.

EVERSOURCE

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen of Montague, Massachusetts.

NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. request permission to locate and/or relocate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Location – Requesting permission to install eighteen (18) jointly owned midspan poles, one (1) jointly owned stub pole, eight (8) jointly owned anchors and relocate four (4) existing joint poles along North Leverett Road.

Reason – Work is required to reduce existing excessively long wire spans in order to improve system reliability.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the field plan herewith and made a part hereof marked **5481681 - 80063682**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY

By 
District Representative

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette
Manager Right-of-Way

Dated this 6th day of August 2021

Iron

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Board of Selectmen of the Town of Montague, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED

that NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. be and they are hereby granted joint or identical locations for and permission to construct and maintain and/or relocate a line of poles and their respective wires, anchors and cables, to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to as requested in petition of said Companies dated the 6th day of August, 2021.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked **5481681 - 80063682** filed with and made a part of said petition. There may be attached to said poles by said NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 12 feet from the ground elsewhere.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Location – Requesting permission to install eighteen (18) jointly owned midspan poles, one (1) jointly owned stub pole, eight (8) jointly owned anchor and relocate four (4) existing joint poles along North Leverett Road.

Reason – Work is required to reduce existing excessively long wire spans in order to improve system reliability.

Also, that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

Jun

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Montague, Massachusetts held on the 23 day of August, 2021.

Town Clerk

We hereby certify that on August 23 2021, at 7:05 o'clock P.M., at 1 Avenue A, Turners Falls a public hearing was held on the petition of the NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

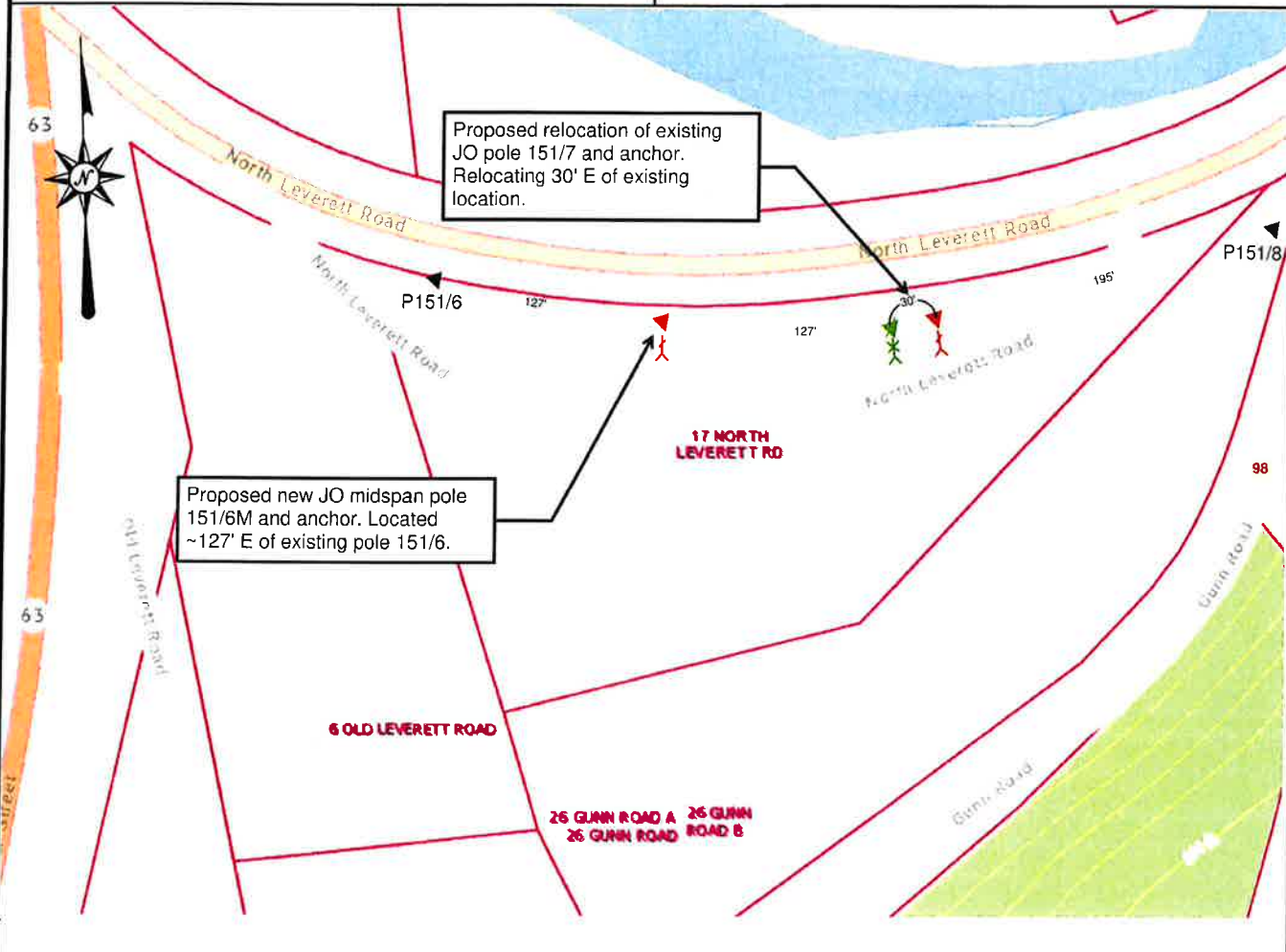
Board of Selectmen of the town of Montague, Massachusetts.

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague, Massachusetts, on the _____ day of _____ 2021 and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk



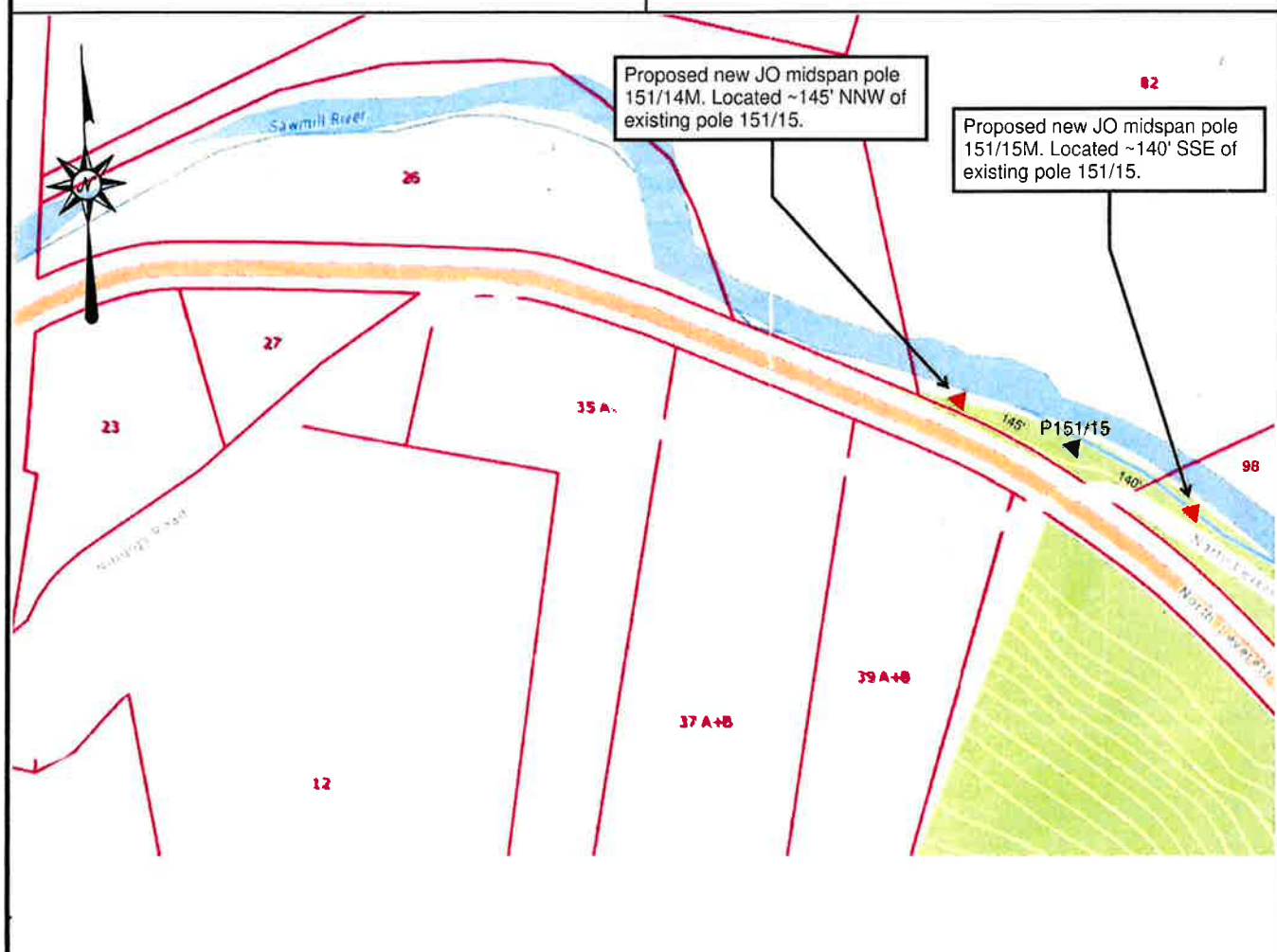
Eversource is requesting permission to install 18 new joint owned midspan poles, 1 new joint owned stub pole, 8 new joint owned anchors, relocate 4 existing JO poles, and relocate 3 existing joint owned anchors on North Leverett Rd. Work is required to reduce existing excessively long wire spans in order to improve system reliability.

Page 1 of 6
 Drawn By: Lee Graber, TRC
 530-961-2732
 LGraber@trccompanies.com

LEGEND

- PROPOSED JOINT POLE
- PROPOSED SOLE-OWNED ELECTRIC POLE
- EXISTING JOINT POLE
- EXISTING SOLE-OWNED ELECTRIC POLE
- PROPOSED ANCHOR
- EXISTING ANCHOR
- PROPERTY LINE

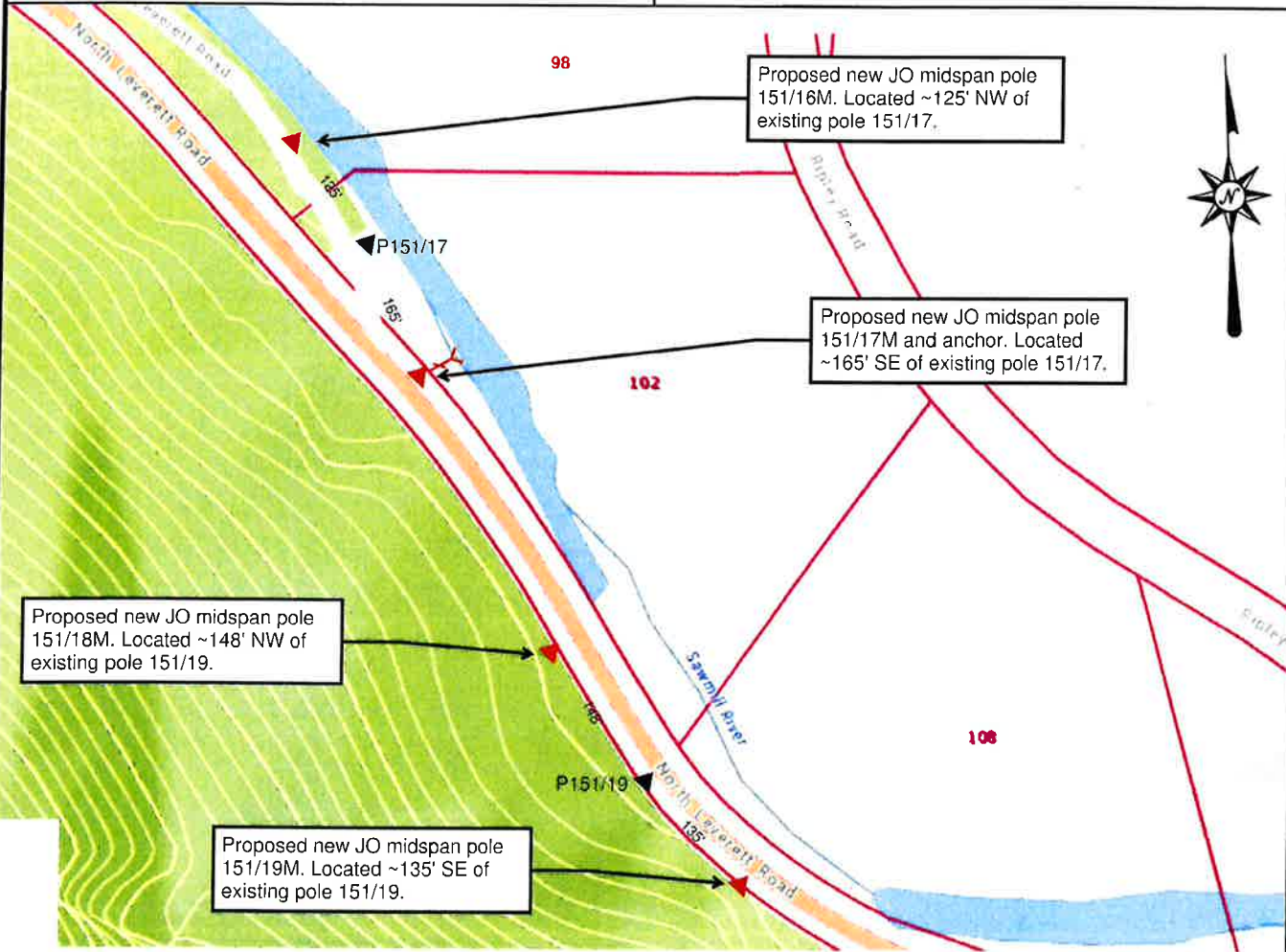
DRAWN BY 	W.O.# 5481681	DISTANCES ARE APPROXIMATE NOT TO SCALE	PETITION NO. 80063682
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LEGEND


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- EXISTING JOINT POLE
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- PROPOSED ANCHOR
- EXISTING ANCHOR
- PROPERTY LINE

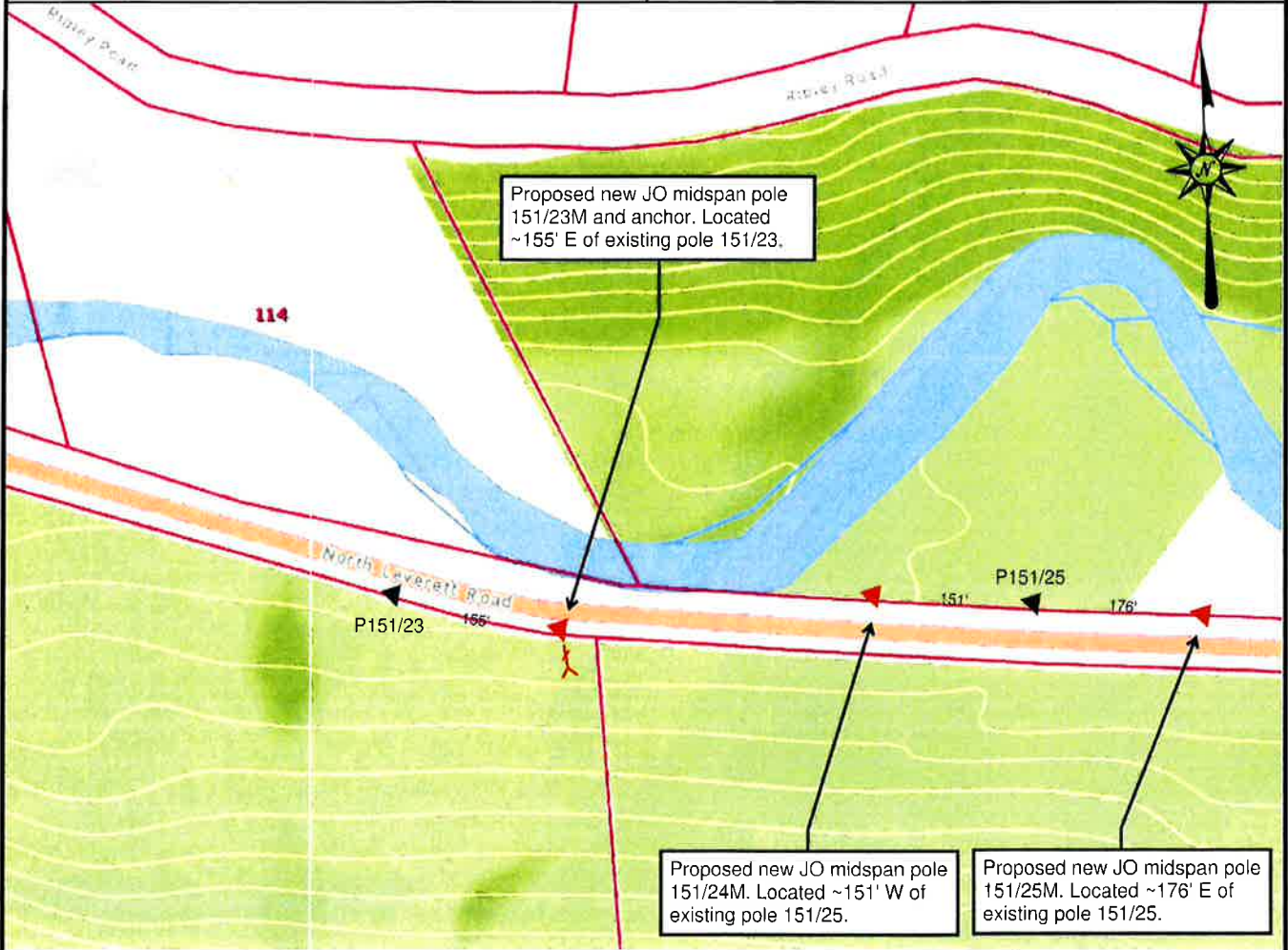


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Page 3 of 6
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 LGraber@trccompanies.com

LEGEND








-  PROPOSED JOINT POLE
-  PROPOSED SOLE-OWNED ELECTRIC POLE
-  EXISTING JOINT POLE
-  EXISTING SOLE-OWNED ELECTRIC POLE
-  PROPOSED ANCHOR
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-  PROPERTY LINE



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Page 4 of 6
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LEGEND

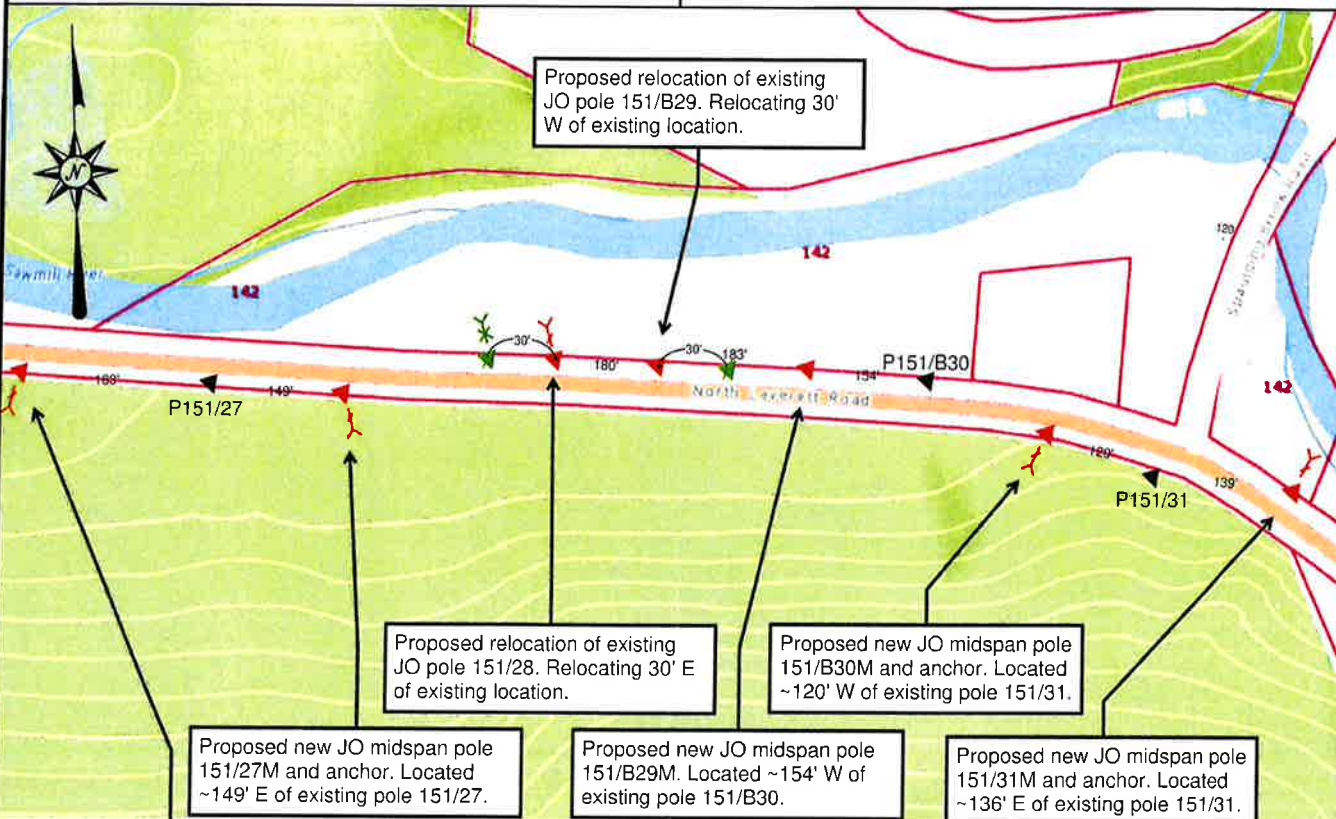
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-  EXISTING SOLE-OWNED ELECTRIC POLE
-  PROPOSED ANCHOR
-  EXISTING ANCHOR
-  PROPERTY LINE

DRAWN BY


W.O.#
5481681

DISTANCES ARE APPROXIMATE
 NOT TO SCALE

PETITION NO.



Proposed new JO midspan pole 151/26M and anchor. Located ~163' W of existing pole 151/27.

Proposed new JO midspan pole 151/27M and anchor. Located ~149' E of existing pole 151/27.

Proposed relocation of existing JO pole 151/28. Relocating 30' E of existing location.

Proposed new JO midspan pole 151/B29M. Located ~154' W of existing pole 151/B30.

Proposed new JO midspan pole 151/B30M and anchor. Located ~120' W of existing pole 151/31.

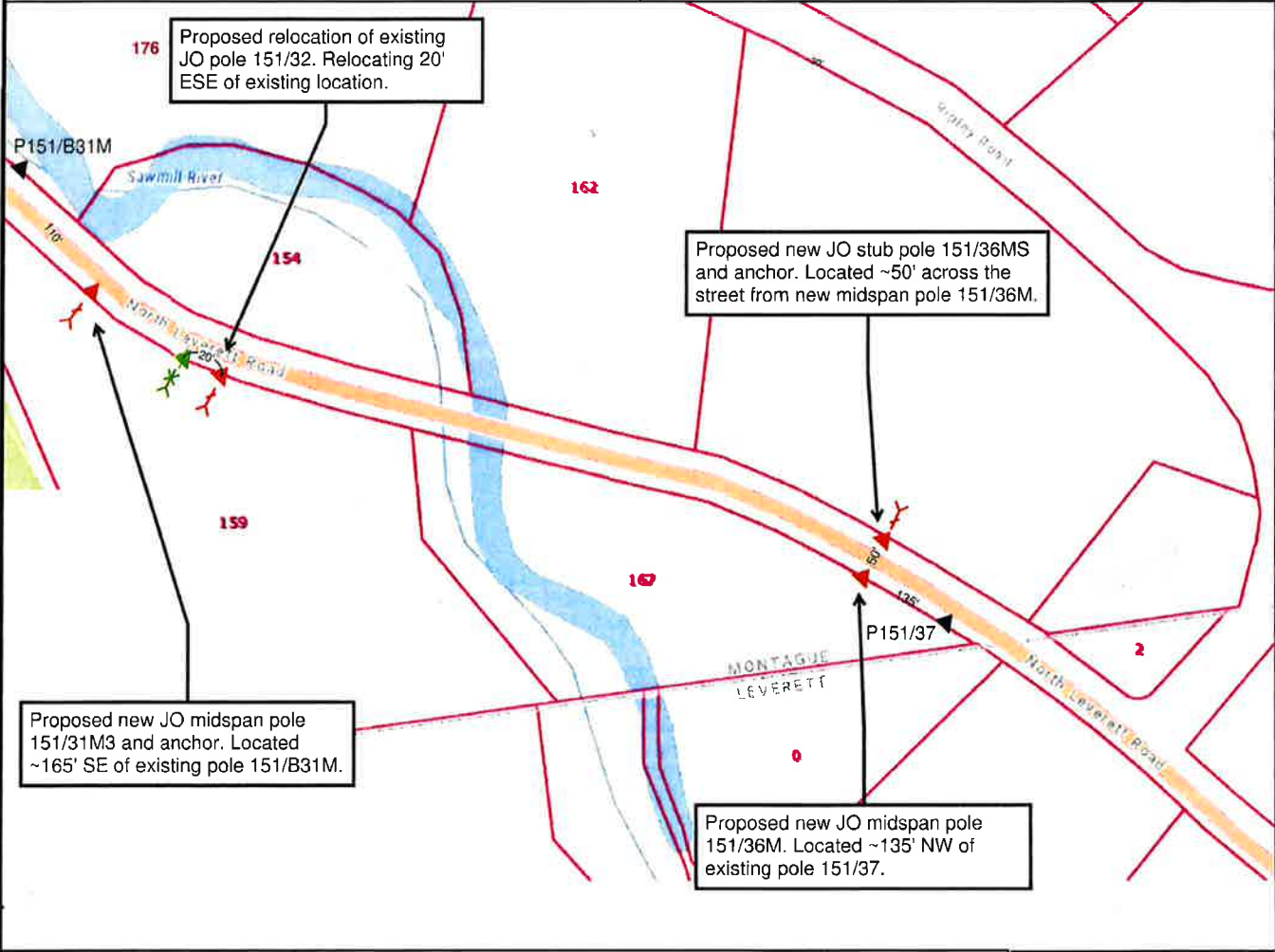
Proposed new JO midspan pole 151/31M and anchor. Located ~136' E of existing pole 151/31.

Eversource is requesting permission to install 18 new joint owned midspan poles, 1 new joint owned stub pole, 8 new joint owned anchors, relocate 4 existing JO poles, and relocate 3 existing joint owned anchors on North Leverett Rd. Work is required to reduce existing excessively long wire spans in order to improve system reliability.

Page 5 of 6
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LEGEND

- PROPOSED JOINT POLE
- PROPOSED SOLE-OWNED ELECTRIC POLE
- EXISTING JOINT POLE
- EXISTING SOLE-OWNED ELECTRIC POLE
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- PROPERTY LINE



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Page 6 of 6
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 LGraber@trccompanies.com

LEGEND

- ▲ PROPOSED JOINT POLE
- PROPOSED SOLE-OWNED ELECTRIC POLE
- ▲ EXISTING JOINT POLE
- EXISTING SOLE-OWNED ELECTRIC POLE
- ⋈ PROPOSED ANCHOR
- ⋈ EXISTING ANCHOR
- PROPERTY LINE

7A+B

Town of Montague Personnel Status Change Notice

Authorized Signature: [Signature]
Chief of Police: _____

Employee # 1292

General Information:

Full name of employee: <u>Lynne Meehan</u>	Department: <u>Police</u>
Title: <u>911 Dispatcher</u>	Effective date of change: <u>8-24-21</u>

New Hire:

Permanent: <input type="checkbox"/> Y <input type="checkbox"/> N	If temporary, estimated length of service: _____
Hours per Week: _____	Union: _____
Pay: Grade _____ Step _____	Wage Rate: _____
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: <input checked="" type="checkbox"/>	Layoff: <input type="checkbox"/>	Involuntary Termination: <input type="checkbox"/>
--	----------------------------------	---

Other: stay per diem effective 8-25-21 \$21.00/hr

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

Copies to:

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

To: Dispatcher Supervisor Marsha Odle
From: Dispatcher Lynne Meehan
Date: 08/10/21
RE: employment status change

Marsha,

Please accept this letter as my formal notice to step down as full time dispatcher effective Tuesday, August 24, 2021. I am grateful for all of the opportunities I have had here for the past 15 years. It was very hard for me to come to this decision but at this time this is the right decision for myself and my family. I respectfully ask to remain on as a per diem dispatcher and am more than willing to continue to help with shifts and training as needed.

Respectfully Submitted,


Lynne Meehan

HIGHLAND CEMETERY PERPETUAL CARE TRUST
RECEIPT

Dated: August __, 2021

The undersigned, Richard Kuklewicz, Chair of the Selectboard of the Town of Montague, hereby acknowledges receipt from Millers River Cemetery Corporation of the sum of \$ 34,302⁶² in Perpetual Care Funds.

Richard Kuklewicz, Chair
Selectboard

Property Address: 25 Sixth Street, Turners Falls, MA

QUITCLAIM DEED

The Town of Montague, a Massachusetts municipal corporation, acting by and through its Selectboard, having an address of Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376 (the “Grantor”), for consideration of Twenty Five Thousand (\$25,000.00) Dollars paid, hereby grants, with *quitclaim covenants*, to **John Anctil**, having an address of 47 J Street, Turners Falls, Massachusetts 01376 (the “Grantee”), the land situated in Turners Falls, Franklin County, Commonwealth of Massachusetts (the “Property”), bounded and described as follows:

A certain tract of land situate in said Turners Falls (Montague), bounded and described as follows, viz., beginning at an iron pin on the northeasterly side of Sixth Street one hundred and ten (110) feet northwesterly from the intersection of the northwesterly side of Avenue A with the northeasterly side of Sixth Street; thence northwesterly on said Sixth Street ninety (90) feet to a corner; thence northeasterly at right angles with said Sixth Street one hundred and ten (110) feet to a corner; thence southeasterly at right angles with the last described line ninety (90) feet to an iron pin; thence southwesterly at right angles with the last described line to the place of beginning. Excepting that certain piece of land conveyed unto Turners Falls Company in deed dated June 26, 1897 and recorded in Book 458, Page 112.

This conveyance is subject to the terms and provisions of a Land Development Agreement, dated January 25, 2021 between the Town of Montague and the Grantee, recorded herewith.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor’s title, reference shall be made to a deed recorded with the Franklin County Registry of Deeds in Book 6241, Page 145.

Grantee (John Anctil) is the owner of contiguous property, identified as 47 J Street, Turners Falls, and described in a Quitclaim Deed dated December 5, 2016, recorded with said Registry in Book 6961, Page 149. See also Final Judgment of the Franklin County Superior Court (CA 2015-00033; 2012-00150) (the “Contiguous Property”). By acceptance of this deed, Grantee agrees and acknowledges that the Property and the Contiguous Property are hereby merged, and constitute one lot, and may not be divided except with the approval of the Montague Planning Board.

The property is conveyed pursuant to the vote under Article 13 of the September 10, 2012 Special Town Meeting, a certified copy of which is attached hereto as Exhibit A.

[Signature Page Follows]

Witness our hands and seals this 23rd day of August, 2021.

TOWN OF MONTAGUE, acting by and
through its Selectboard

Richard Kuklewicz, Chairman

Michael Nelson, Vice Chairman

Christopher Boutwell, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 23rd day of August, 2021, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/they signed it voluntarily for its stated purpose, as a member of the Montague Selectboard.

Notary Public

My commission expires: _____

Exhibit A

Town Meeting Vote

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "Agreement") is entered into this 25 day of January, 2021, by and between the **Town of Montague**, having an address of One Avenue A, Turners Falls, Massachusetts 01376 (the "Town") and **John P. Anctil**, having an address of 47 J Street, Turners Falls, Massachusetts 01376 ("Developer").

Whereas, the Town is the owner a parcel of land, known as the former St. Anne's Church Rectory, 25 Sixth Street, Turners Falls (Montague), Massachusetts, and identified in the deed recorded in the Franklin County Registry of Deeds in Book 6241, Page 145 (the "Property");

Whereas, the Town issued a request for proposals on June 26, 2019 (the "RFP," attached hereto as Exhibit A) for the sale of the Property to a person or entity that would rehabilitate the Property;

WHEREAS, on August 5, 2019 the Developer submitted a proposal (the "Proposal," attached hereto as Exhibit B) in response to the RFP and Developer was chosen as the successful proposer;

WHEREAS, the Developer has obtained the necessary permits and approvals for the construction of the Project, as hereinafter defined, and the Montague Selectboard has approved the plans for the development at the Property (the "Permits and Approved Plans");

WHEREAS, the Town, for consideration of Twenty-Five Thousand (\$25,000.00) Dollars (the "Purchase Price"), is conveying the Property to the Developer, by a Release Deed (the "Deed") of even date herewith and recorded immediately prior hereto, reference to which is made for a more particular description of said Property;

WHEREAS, said conveyance is conditioned upon the Developer rehabilitating, reconstructing, repairing and replacing the Property to stabilize and improve, and thereby facilitate future use of the Property as proposed by Developer in the Proposal (collectively, the "Project");

WHEREAS, the Developer, in partial consideration for the Property, agrees to develop the Property and undertake, at its sole cost and expense, all the work that is required to be done under this Agreement to construct, develop and complete the Project (the "Work"); and

- I. NOW THEREFORE, the Developer, in consideration of the conveyance by the Town of the Property, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, hereby covenants with the Town for itself, its successors and assigns, as follows:

DEVELOPMENT AGREEMENT

Construction Obligations

1. Financing. The Developer has available sufficient funds, either through its own resources and/or private financing to complete the Project. Developer will keep the Town apprised by permitting the Town to conduct quarterly walk through inspections.
2. Construction of Project; Permitting and Approval. The Developer shall construct and develop the Project on the Property. The Developer agrees to commence work within thirty (30) days of the recording of this Agreement, and construct the Project in accordance with this Agreement, the Proposal, the Detailed Work Plan and Construction Schedule (the "Work Plan," attached hereto as Exhibit C). The Developer agrees to use good faith, diligent and commercially reasonable efforts to commence the Project and to complete the same in an expeditious manner, in accordance with the Work Plan.
3. Construction Schedule. The Developer shall complete the work identified in Exhibit C within twelve (12) months from the transfer of ownership of the property. The Town may inspect the Property, in its discretion, upon reasonable notice to the Developer to ensure that the Work has been done substantially in accordance with the Work Plan. The Town may extend these deadlines if the Town reasonably determines that the Developer has proceeded diligently in its performance, and the Town shall reasonably extend the deadlines for *force majeure* and other events beyond the control of the Developer. In the event that Developer (1) has not so commenced implementation of the Project within the time set forth above; (2) has commenced implementation of the Project but has failed to diligently pursue completion of the Project; or (3) is using or intends to use the Property for a use that is inconsistent with the uses set forth in the Request for Proposals issued by the Town of Montague or the Deed, Developer shall be in default of this Agreement.
4. Quality of Work. The Developer shall cause the Project to be constructed and completed in a good and first-class workmanlike manner, employing new materials of prime quality and in accordance with the RFP, the Proposal, the Permits and the Approved Plans, and all applicable laws, bylaws, codes and regulations. The Developer shall take all commercially and reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Project, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to police the same. Dust, noise, lighting and other effects of the Project shall be controlled using commercially reasonable methods with the understanding that such matters while they will be reasonably mitigated cannot be eliminated completely in any construction project. The Developer will make every effort to ensure that the Work is fully compatible with the Permits and Approved Plans, and complies with Montague Zoning Bylaws
5. Liens. The Developer shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to the Developer in connection with work of any character performed at the direction of the Developer and shall, within thirty (30) days after receiving notice of such claim, cause any such lien to be released of record without

cost to the Town, by satisfaction and discharge of such lien or release of such lien by bond. Written evidence of the satisfaction or release of any such lien shall be provided to the Town immediately upon such satisfaction or release.

6. Compliance. The Developer shall construct the Project in compliance with all applicable approvals, licenses, permits and variances issued by any federal, state or local governmental authority having jurisdiction thereof.

7. Certificate of Substantial Completion. Within thirty (30) days after substantial completion of the Work as further described in the Work Plan), the Town will furnish the Developer with an appropriate instrument so certifying (the "Certificate of Substantial Completion") for the improvements. The Certificate of Substantial Completion shall be in such form as will enable it to be recorded in the Franklin Registry of Deeds.

If the Town shall refuse or fail to provide the Certificate of Substantial Completion in accordance with the provisions of this Section, the Town or a representative of the Town shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the Work in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Town, for the Developer to take or perform in order to obtain such certification.

Notwithstanding anything to the contrary in this Agreement, the Certificate of Substantial Completion issued by the Town shall be a conclusive determination of satisfaction and termination of this Agreement and covenants in this Agreement, except those covenants that expressly survive the termination of this Agreement. Any such certification shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Mortgage Holder, as hereinafter defined, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. The issuance of a Certificate of Substantial Completion shall bar the exercise of any remedies by the Town set forth in this Agreement, except as may otherwise survive the terms of this Agreement, between the parties.

In the event the Montague Selectboard determines, in its sole discretion, that the Developer has not completed the Work in accordance with this Agreement, the Proposal or the Detailed Work Plan and Construction Schedule, or is otherwise in default under this Agreement, the Town may retain the Escrowed Funds.

Financial Obligations

1. Approval of Town/Financing. The Developer shall provide the Town with thirty (30) days' prior written notice of any intended re-financing at the Project prior to Substantial Completion of the Project, which shall be approved by the Town provided that the total indebtedness shall not exceed 95% of the value of the Property as determined by a bona fide "completed value" appraisal of the Property. Any financing or refinancing prior to Substantial Completion of the Project shall require the written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed.

2. Obligation to Pay Taxes and Assessments. The Developer shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over a mortgage to an institutional mortgagee (a "Mortgage(s)"), but this clause shall not be deemed to preclude Developer from contesting the validity or amount of such taxes, assessments, charges, fines or impositions, which may be paid under protest. Notwithstanding the foregoing, Developer may propose and pursue a tax increment financing agreement subject to the necessary Town approvals, and any other required approvals, with state or local. The Developer acknowledges that the Property is currently classified as commercial, and will remain so classified unless and until the Assessor reclassifies the Property as residential.

3. Compliance with Laws. The Developer shall construct and use the Project in compliance with all applicable laws, regulations, approvals, licenses, and permits issued by any federal, state or local governmental authority having jurisdiction thereof.

4. Representatives. The Developer shall designate in writing a representative or representatives authorized to act on its behalf. Unless and until the Town has received written notice that such authority has been revoked, the Town shall be entitled to rely upon the directives of such representative(s). The Town shall act by and through its Town Administrator.

II. RESTRICTIONS DURING CONSTRUCTION

Restrictions During Construction

From the date the parties enter into this Agreement and until the Town has issued the Certificate of Substantial Completion of the Project Commitments, the following restrictions shall bind the Developer, the Property and the Project:

A. Prohibition Against Change in Identity and Ownership. This Agreement is being entered into as a means of permitting and encouraging the development of the Property in accordance with the objectives of the Town for the redevelopment of the Property as put forward in the Recitals, and not for speculation in landholding. The Developer acknowledges that:

a) The importance of the undertakings set forth herein to the general welfare of the community;

b) The importance of the identity of the parties in control of the Developer and the Project; and

c) The fact that a transfer of all or a majority of the legal or beneficial ownership in the Developer, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such ownership or change in the identity of the parties in control of the Developer or Project, is for practical purposes a transfer or disposition of the Developer's interest in the Project.

It is hereby understood and agreed that, until notice of a different designation by the

Developer to the Town, John Anctil is the Designated Representative of Developer. Except as otherwise provided herein, it is hereby agreed that, commencing on the date hereof and continuing until the issuance of the Certificate of Substantial Completion of the Project by the Town, and except by reason of death, disability or retirement of any owner of an entity constituting the Developer, there shall be no (i) change in the identity of the parties holding a legal or beneficial interest in the Developer, (ii) transfer or pledge in the aggregate of a majority of the beneficial ownership or control of Developer or (iii) transfer, by assignment or otherwise, of the Developer's rights under this Agreement or of the Developer's legal or beneficial interest in the Property to any person (including but not limited to, any partnership, joint venture or corporation) (all such changes being referred to herein as a "Change in Identity"), unless in each instance, (a) the Developer gives the Town prior written notice of a proposed Change in Identity, which notice shall provide sufficient information to enable the Town to evaluate the acceptability of the proposed Change in Identity, and (b) the Town, within thirty (30) days from the date on which the Town receives said written notice or such longer period as may be approved by the Developer and the Town, approves of such change in writing, or fails to object, in which case the proposed Change in Identity shall be deemed to be approved. If the Town notifies the Developer in writing within said thirty (30) day period (or longer period agreed to by the parties) of its objection to the proposed Change in Identity, specifying reasonable grounds for such objection, the Developer shall make no Change in Identity without the subsequent written consent of the Town which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted Change in Identity made contrary to this Section shall be void.

In order to fulfill the purposes of this Section, the Developer agrees that during the period between execution of the Agreement and the issuance of a Certificate of Substantial Completion of the Project by the Town, the Developer shall, at the time of the execution of this Agreement, provide the names of all of the stakeholders in the Developer, in the form of an affidavit, and on each anniversary of the date of this Agreement and at such other time or times as the Town may request, furnish the Town with a complete statement, subscribed and sworn to by the Designated Representative of the Developer, that no Change in Identity has taken place (or if one has taken place, supplying the changed information).

The foregoing restrictions on the Change in Identity shall not be binding on a mortgagee of the Property which has foreclosed its mortgage and taken possession of the Property or said mortgagee's successors in title.

B. Prohibition Against Transfer of Property. For all of the same reasons stated in Section II.A above, the Developer represents and agrees for itself and its successors and assigns that, except for the granting of the Mortgages and the approved refinancing of the Mortgages, entering into other customary security agreements with Mortgage Holders and the granting of easements necessary for the construction of the Project, including utilities, the Developer shall not, prior to the issuance of a Certificate of Substantial Completion of the Project by the Town, sell, assign or otherwise transfer the Property or any portion thereof without the prior written consent of the Town, which may be withheld by the Town upon a vote of the Selectboard to reject said transfer. The term "transfer" shall include, without limitation, any total or partial sale, mortgage, assignment or lease. It is the intent of this Section that the prohibition on transfer of the Property shall not apply to transfers resulting from the foreclosure of the Mortgages,

provided that the transferee assumes and agrees to comply with all conditions and agreements contained in this Agreement and the Deed, including, but not limited to, the obligation to construct the Project, as modified with the consent of the Town to suit the transferee's needs, or exercises any of the other options set forth in Section IV.2 below. No transfer shall relieve the Developer of its obligations hereunder, who shall be jointly and severally liable with the transferee. Any attempted assignment or other transfer made contrary to this Section shall be void. It is the intent of this Section that the prohibition on transfer of the Property shall not apply to transfers in the ordinary course of business.

III. USE OF PROPERTY; MAINTENANCE AND INSURANCE

1. Maintenance; Hazardous Substances. The Developer shall maintain the Property and improvements thereon in good order, condition and repair. The Developer represents and warrants to the Town that the Developer shall not release or permit any release or threat of release of oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., nor generate or permit any hazardous substances to be generated on the Property; nor permit any hazardous substances to be stored on the Property.

2. Sale; Assignment; Refinancing. The Developer shall not sell, assign, or otherwise transfer the Property or any portion thereof, other than the first mortgage securing the financing, and shall not refinance the first mortgage or grant other mortgages, without the Town's prior written consent, which shall not be unreasonably withheld. Any sale, assignment or other transfer of the Property (with the exception of the sale of individual units to an end user), whether before or after the completion of the Project, shall be subject to the terms of this Agreement, and the buyer, assignee or transferee shall assume the obligations of the Developer under this Agreement in writing as if it were the original developer hereunder. Any attempted assignment or other transfer made contrary to this Section shall be void

3. Insurance: the Developer agrees to maintain the following insurance:

(a) *Type of Insurance:* Developer shall continuously maintain in full force until completion of each parcel fixed-cost insurance on the improvements on said parcel under which, until the completion of the Project, the Town shall be named as additional insured and under which the insurer agrees to defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Property, or any act or omission of the Developer, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under the Developer; failure to comply with the provisions of this Agreement or with applicable laws in connection with the exercise

of the rights and obligations of the Developer hereunder, in the broadest form of such coverage from time to time available in Massachusetts. The Developer shall submit to the Town evidence of such insurance coverage satisfactory to the Town before any work is commenced on the Property and no less often than annually thereafter;

(b) *Minimum Limits:* Developer shall, at a minimum, carry comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$2,000,000.00/aggregate with property damage liability insurance in of \$1,000,000.00/occurrence, \$2,000,000.00/aggregate;

(c) *Evidence of Insurance:* All policies shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. The Developer shall submit to the Town, at closing and no less often than annually thereafter, and at any other time upon the request of the Town, certificates of insurance for all the policies required to be maintained by the Developer hereunder, which certificates shall show at least the coverage and limits of liability specified herein and the expiration date;

(d) *Acceptable Insurers:* All insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and acceptable to the Town.

4. Obligation to Restore: in the event that any damage or destruction of the Property occurs, the Developer shall be responsible for restoration of the damaged or destroyed Property to the extent of the available insurance proceeds, provided, however, Developer may, in the event of significant damage or destruction, petition the Selectboard for approval not to restore, which approval shall not be unreasonably withheld, conditioned or delayed.

IV. NOTICE AND DEFAULT PROVISIONS

A. Default of Developer and Rights of Parties.

1. Developer Default. The following shall be an event of default by the Developer (referred to herein as "Developer Default"):

a. Failure by the Developer to observe or perform any of the Developer's covenants, agreements, or obligations set forth in this Agreement within one hundred twenty (120) days following receipt of written notice from the Town specifying such failure, or such longer period reasonably required to cure the breach, provided the cure was commenced reasonably promptly after receipt of said notice and continuously and diligently prosecuted (said cure period the "Developer Cure Period");

b. Failure by the Developer, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations pursuant to the requirements of the holder of any mortgage ("Mortgage Holder");

c. The sale or other transfer of any kind or nature of the Property prior to issuance of a Certificate of Substantial Completion for a parcel, or any part thereof, other than a mortgage permitted hereunder, without the prior written consent of the Town, provided such consent is required under this Agreement;

d. The issuance of any execution or attachment against John P. Anctil pursuant to which the Property shall be taken or occupied or attempted to be taken or occupied, provided that Developer is first provided an opportunity to cure the same within one hundred twenty (120) days unless extended by agreement of the parties; and

e. The filing by Developer of a voluntary petition, or the filing against Developer of an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of Developer, or the filing by Developer of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by Developer for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of Developer, and within one hundred twenty (120) days after the commencement of any such proceeding against Developer, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of Developer or of all or any part of Developer's property, without the consent or acquiescence of Developer, such appointment shall not have been vacated or otherwise discharged.

2. Rights of Town Upon Developer Default:

a. In the event of a Developer Default, the Town may exercise its rights set forth in Sections b and c, below, provided that:

(i) the Town has delivered timely written notice of the Developer Default to the Mortgage Holder(s), whose name(s) and address(es) the Developer or the Mortgage Holder(s) has previously delivered to the Town;

(ii) one hundred twenty (120) days have passed following delivery of said notice to the Mortgage Holder(s);

(iii) the Mortgage Holder(s) has failed to cause the default to be cured within said one hundred twenty (120) days, or in the event of a default that is not reasonably susceptible to cure within said one hundred twenty (120) day period, the Mortgage Holder has not commenced and continually prosecuted cure of said default (said cure period, the "Mortgage Holder Cure Period"); and

(iv) notice of Foreclosure has not been received by the Town pursuant to Section IV.A.5.

b. Subject to the provisions set forth above, the Town shall, in the event of a Developer Default, have the right to institute any and all actions and proceedings in law or at equity as may be appropriate against the Developer, including actions and proceedings to compel specific performance and to bring a claim in a court of competent jurisdiction seeking restitution from the Developer in an amount representing the Town's costs, liabilities, losses and expenses resulting directly from the Developer Default.

c. The Town shall have the right to re-enter and take possession of any portion of the Property as to which a Certificate of Substantial Completion has not been issued, and to terminate (and revert in the Town) the estate conveyed to the Developer, and all right, title and interest of the Developer, and any assigns or successors in interest to and in the Property, shall thereupon revert to the Town, subject to the lien of any Mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of Mortgage Holders, provided that the Town shall assume no obligation under any note(s) secured by any Mortgage.

Following such reversion, the Town shall have (and every mortgage instrument made prior to Substantial Completion of the Work with respect to the Property by the Developer or successor in interest shall so provide) the option of paying to the Mortgage Holder the amount secured by the Mortgage, whereupon the Mortgage Holder shall discharge the Mortgage.

The Developer shall promptly, upon written demand by the Town, which shall be effective only if delivered to the Developer no later than one hundred twenty (120) days following the Developer Default, transfer possession of, and re-convey by quitclaim deed, such Property or portion thereof that is not subject of a Certificate of Substantial Completion, together with all improvements thereon, to the Town, without cost to the Town. The Town may, alternatively, record an affidavit of its entry upon the Property.

3. Rights of Mortgage Holders Upon Developer Default. In the event of a Developer Default, any Mortgage Holder shall have the right to cure any such Developer Default within the Mortgage Holder Cure Period, and other rights as provided in this Agreement.

4. Town's Option To Cure Developer Default. The Town may, at its option, cure any Developer Default, in which case the Town shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the Town in curing such Developer Default.

5. Notice of Foreclosure. The Developer shall cause the Mortgage Holders to give not less than thirty (30) days prior written notice to the Town, by registered mail, of each Mortgage Holder's intention to foreclose upon its Mortgage or to accept a conveyance of the Property in lieu of foreclosure, in which event the Town shall have the right, but not the

obligation, to cure whatever default(s) have entitled the Mortgage Holder to issue the foreclosure notice, subject to appropriation, which amount, together with the Town's costs and expenses (including counsel fees) shall be added to the amounts due to the Town pursuant to paragraph 4 above.

6. Town's Option To Purchase Property Following Foreclosure. In the event that ownership of all or portions of the Property have vested in a Mortgage Holder by way of foreclosure or action in lieu thereof, the Town shall be entitled to (and every mortgage instrument made prior to Substantial Completion of the Work with respect to the Property by the Developer or successor in interest shall so provide), at the Town's option, a conveyance to the Town of the Property upon payment to such Mortgage Holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such Mortgage Holder in and as a direct result of the subsequent ownership or management of the Property; (iv) the costs of any improvements made by such Mortgage Holder; and (v) an amount equivalent to the interest that would have accrued to the date of payment on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

B. Default of Mortgage Holder.

Any Mortgage Holder in whom title to the Property has vested by way of foreclosure or action in lieu thereof shall be subject to the Developer Default provisions pursuant to Section IV.A.1, above, and the Town shall have the enforcement rights set forth in Section IV.A.2, above, as if the Mortgage Holder were the Developer, so that the Mortgage Holder shall receive notice of a Developer Default in its capacity as Developer and an additional notice in its capacity as Mortgage Holder, and shall have the benefit of all the cure periods set forth thereunder.

C. Default of Town.

1. The following shall be an event of default by the Town (referred to herein as "Town Default"): The failure of the Town to observe or perform any of the Town's covenants, agreements, or obligations hereunder within sixty (60) days following receipt of written notice from the Developer (or its successors or assigns), or any Mortgage Holder, specifying such failure, or such longer period reasonably required to cure the breach, provided the cure was commenced immediately after receipt of said notice and continuously and diligently prosecuted (said cure period, the "Town Cure Period");

2. Rights of Developer Upon Town Default. In the event that a Town Default has occurred, the Developer's sole remedy shall be to institute such action and proceedings as may be appropriate against the Town, including actions and proceedings to compel specific performance and to bring a claim in a court of competent jurisdiction.

D. Mortgage Holder's Option to Cure Developer Defaults.

After any Developer Default, each Mortgage Holder(s) shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, however, that if the breach or default is with respect to the Developer's failure to construct the improvements in accordance with Project approvals, nothing contained within this Agreement shall be deemed to authorize or permit such Mortgage Holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Work (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the Town, by written agreement satisfactory to the Town and any other party having a right to enforce this Agreement in the event of default, to complete in the manner provided in this Agreement, the Work. Any such Mortgage Holder which shall properly complete the Work or applicable part thereof shall be entitled, upon written request made to the Town, to a Certificate of Substantial Completion or a Certificate of Substantial Completion of the Project, as the case may be, in the manner provided in Section I.8.

V. GENERAL PROVISIONS

1. Access. the Developer shall permit the Town or its agents to enter the Property at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this Agreement, provided, however, that the Town provides the Developer at least twenty-four (24) hours' prior notice thereof, except in the event of emergency.
2. Compliance with Laws. the Developer shall carry out the Project in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and with all necessary permits.
3. Development Costs. the Developer shall be solely liable for all costs incurred in construction of all the Work required under this Agreement to restore and adapt the Property for the Project and in compliance with all laws, ordinances, rules, regulations and codes applicable to the permitted use.
4. Approvals. the Developer shall be responsible for obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Property. The Developer acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted.
5. Costs of Enforcement. in the event that the Town is required to initiate enforcement or other legal proceedings to enforce this Agreement or to otherwise redress a breach of this Agreement by the Developer, in addition to any other remedies to which the Town may be entitled, Developer shall pay to the Town forthwith any and all costs and expenses, including attorneys' fees, that are incurred in enforcing this Agreement or prosecuting any such proceedings.
6. Indemnification. the Developer agrees to defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including attorneys'

fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town by reason of this Agreement, including, but not limited to, those arising from any release or threat of release of any hazardous materials which are placed on, in or under all of any portion of the Property, whether pre-existing or occurring after the date of this Agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

7. Notices. Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (1) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) business day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified below or such other address as the respective parties may designate in writing:

8. If to the Town: Montague Selectboard
Town Hall
One Avenue A
Turners Falls, MA 01376
Tel: 413-863-3200
Fax: 413-863-3231

with a copy to: Katharine Lord Klein, Esq.
KP Law, P.C
101 Arch Street, 12th Floor
Boston, MA 02110
Tel: 617-556-0007
Fax: 617-654-1735

If to Developer: John P. Anctil
47 J Street
Turners Falls, MA 01376

9. Waiver. The failure on the part of the Developer or Town, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Developer or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

10. Headings and Captions for Convenience Only. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

11. Term of Agreement. This Agreement and the restrictions and covenants contained herein shall be enforceable by the Town in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years.

12. Binding. The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land.

13. Entire Agreement of Parties; No Oral Agreement. There are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Agreement.

14. Governing Law. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

WITNESS the above execution hereof under seal as of the day and year first above written.

DEVELOPER

TOWN OF MONTAGUE,
By Its Selectboard

By: *John P. Anctil*
John P. Anctil

Richard Kuklewicz
Richard Kuklewicz
Michael M. Nelson
Michael M. Nelson
Christopher M. Boutwell, Sr.
Christopher M. Boutwell, Sr.

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 25 day of January, ~~2020~~ ²⁰²¹, before me, the undersigned Notary Public, personally appeared John P. Anctil, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Wendy M. Bogusz
Notary Public
My Commission Expires: November 6, 2026
WENDY M. BOGUSZ
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 6, 2026



COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this 25 day of January, ²⁰²¹~~2020~~, before me, the undersigned Notary Public, personally appeared Rich Kuklewicz, Michael Nelson, Chris Boutwell, members of the Montague Selectboard, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Montague.

Wendy M. Bogusz
Notary Public
My Commission Expires: November 6, 2026

701574/MTGU/0113



WENDY M. BOGUSZ
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 6, 2026

Exhibit A

Request for Proposals

Exhibit B

Detailed Work Plan and Construction Schedule

From: John Anctil ("Buyer")
To: Montague Town Administration ("Town")
Re: Rectory @ 25 6th Street

Deliverables related to the proposed purchase of Rectory

General disclaimer: the below-mentioned timelines are worst-case scenarios. We are in consultation with various experts including Chris Sawyer to determine the viability of certain approaches in order to satisfy applicable historical tax credit and compliance requirements.

The variety of repairs and trades involved introduce inherent elements of complexity into proposed timetables and order of tasks, but we will make all reasonable efforts to proceed in an orderly and sensible fashion with the overall goal of preserving the property, beginning upkeep in earnest, and accomplishing the specific long-term goals in the best order and timetable possible. Compliance with historical standards also tends to lengthen timetables as compared to modern rebuilds, as the level of detail, methods and materials used are different. However, certain items could be commenced immediately upon authorization from the town/signing of LDA.

If we pursue the MA and Federal Historic tax credits, the 10% abandoned building tax credits and compliance with ADA/ MA AAB need to also be considered when evaluating whether to legally combine properties into one parcel. We are still in consultation on that issue. The ongoing consultation and analysis may affect some of the proposed timelines, as may the fact that with winter weather in the relatively near future, certain tasks will by necessity require extended timetables. However, please note that a given task may be finished earlier than its proposed timetable if circumstances permit.

In this context, please see the following proposed actions below for your consideration.

IMMEDIATE COMMENCEMENT

- Pare back overgrown shrubs and mow lawn, snow removal, general upkeep of the landscaping for good presentation on street side
 - Timetable: immediate commencement, upkeep ongoing

SHORT TERM (6 - 8 weeks from commencement)

- Remove and control all vines growing on exterior of building
 - Estimated timetable for completion: 6 weeks
- Clean storm windows and repair or remove any broken glass, where possible close and weather seal them.
 - Estimated timetable for completion: 2 months
- To extent currently possible, clean up interior floors (sweep, vacuum, mop), walls (clean), windows (clean)
 - Estimated timetable for completion: 2 months

- Find and address any penetrations from water/air/interior forces and remedy as needed
 - Estimated timetable for completion: 2 months, longer if more discovered after initial work

MEDIUM TERM (approx 6 months)

- Repair exterior of front foyer trim (where animals appear to have made their home) and find gentle way to relocate the animals if possible
 - Estimated timetable for completion: 6 months

LONG TERM (6-12 months or longer)

- Exterior trim: repair, caulk and paint. May need to send paint sample to lab to uncover original coloring in order to match for historical standards
 - Estimated timetable for completion: 12 months
- Full repointing of all exterior bricks in compliance with National Park Service Historical standards for mortar mix and coloring. Extensive work needed on two chimneys and first three feet up from ground on one section in back. Expert currently evaluating full extent of necessary procedures.
 - Estimated timetable for completion: 12 months
- In front top floor dormer: replace the two (currently boarded up) windows with aesthetically pleasing, weather proofed flat-black painted marine grade boarding.
 - Estimated timetable for completion: 12 months
- Clean gutters, repair and replace as necessary
 - Estimated timetable for completion: 12 months
- Three windows on front right second floor (currently boarded): replace current boards with more aesthetically pleasing, weather proofed flat-black painted marine grade boarding.
 - Estimated timetable for completion: 12 months
- Repair broken basement windows
 - Estimated time for completion: 12 months
- Back porch: touch up, prime/paint the failing paint on back porch
 - Estimated time for completion: 12 months
- Third floor dormer (back of building): remove exterior debris chute/wood, replace the two (currently boarded up) windows with aesthetically pleasing, weather proofed flat-black painted marine grade boarding.
 - Estimated timetable for completion: 12 months
- Second floor bedroom (left side if facing from back of building): where the fire was, replace current boards with more aesthetically pleasing, weather proofed flat-black painted marine grade boarding.
 - Estimated timetable for completion: 12 months
- Repair back porch first floor entrance overhang to make structurally sound/safe
 - Estimated timetable for completion: 12 months

- To extent possible, preserve existing historical elements such as: woodwork (interior), fireplace mantles, etc. Highest priority where possible will be given to retaining historical appearance of these structures
 - Estimated timetable: ongoing
- Garage/ connecting section between church and rectory: replace rotted crown/trim surrounding garage door, clean/repair gutters, paint all trim to match rectory
 - Estimated timetable for completion: 12 months
- Sprinkler system: hire sprinkler designer to design sprinkler system for church, and if possible/applicable with capacity to feed rectory.
 - Estimated timetable for completion: 12 months

WendyB-Montague Board of Selectmen

From: Walter Ramsey - Montague Planner
Sent: Thursday, August 19, 2021 12:06 PM
To: WendyB-Montague Board of Selectmen
Cc: StevenE - Montague Town Administrator
Subject: 8/23 SB item
Attachments: PCO-1 RRFB - Alt 3.pdf

Hi Wendy,

I have another agenda item for 8/23:

Complete Streets Sidewalk Project: updates and change order to accept bid alternate 3; Installation of Rapid Flashing Beacons at Turnpike Road near Letourneau Way. \$21,000 to be funded by a gift from Judd Wire.

I will have Judd's check by Monday and I have attached the Change Order.

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov



Town of Montague
1 Avenue A
Turners Falls, MA 01376

August 19, 2021

Attention: Walter Ramsey

Subject: 2021 Complete Streets Project – Montague, MA
Contract No. 20220210625

PCO-1 – Solar Powered Crosswalk Flashing Beacon

Dear Mr. Ramsey,

Baltazar Contractors Inc. respectfully submits PCO #1 totaling \$21,000.00 for the installation of a solar powered crosswalk flashing beacon per alternate 3. Please find the following proposed unit pricing for this work as originally bid.

Item No.	Description	Qty.	Unit	Unit Price	Total Price
824.53	SOLAR POWERED CROSSWALK FLASHING BEACON (Per Pair)	1	EA	\$21,000.00	\$21,000.00

If you have any questions or concerns, please feel free to contact me at (413) 583-6160.

Sincerely,
Baltazar Contractors, Inc.

Justin Roy
Justin Roy
Project Manager

MONTAGUE COMPLETE STREETS

MONTAGUE, MASSACHUSETTS

BID ALTERNATE 3 PRICING SHEET

<u>Item No.</u>	<u>Item Description with Unit Bid Price (Written in Words and Figures)</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
824.53	SOLAR POWERED CROSSWALK FLASHING BEACON (Per Pair) (\$ <u>21,000.00</u>) each <u>twenty one thousand</u> dollars and <u>zero</u> cents	1	EA	\$ <u>21,000.00</u>

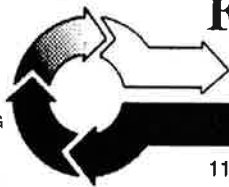
TOTAL OF BID ALTERNATE 3:

(\$ 21,000.00)
twenty one thousand dollars and
zero cents

TOTAL AMOUNT OF BASE BID PLUS BID ALTERNATE 1 AND BID ALTERNATE 2 AND BID ALTERNATE 3:

(\$ 479,120.00)
four hundred seventy nine thousand one hundred twenty dollars and
zero cents

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND
THE TOWN OF MONTAGUE
REGARDING HAULING & DISPOSAL OF SLUDGE

This Memorandum of Understanding (MOU), is executed this _____ day of _____, 2021, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District", and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESS THAT:

WHEREAS, the District issued an Invitation for Bids for hauling and disposal of sludge from municipal treatment plants, and

WHEREAS, the District awarded a contract to Wall Trucking, Inc. for hauling and disposal of sludge from the Town, and

WHEREAS, the District is making this contract available to the Town,

THEREFORE, the District and the Town agree to the following terms and conditions regarding said contract:

1. The District shall provide administration of the contract on behalf of the Town. The District shall receive all bills from Wall Trucking, Inc. for services provided by them to the Town. The District will review bills for each facility for accuracy.
2. The contract with Wall Trucking, Inc. includes a fuel adjustment clause which allows for a fuel credit or a fuel surcharge depending on the US DOE retail diesel price for New England.
3. The District shall, within five (5) days of receipt of Wall Trucking's bills, remit to the Town an invoice for the share of the hauling and disposal costs incurred by the Town. The District's invoice will include an administrative fee as detailed in Attachment A, excluding any fuel surcharges. Attachment A lists the Town's per unit costs.
4. Bills from Wall Trucking may include a \$75 per hour demurrage charge if it takes in excess of 45 minutes to load Wall's truck. The charge will be pro-rated per minute. The demurrage charge will not be assessed in situations that are due to equipment failure, an emergency or other unusual circumstance. The District will not charge an administrative fee on any demurrage charges.

5. The facility has the right to submit a bill to the District for overtime costs associated with loading Wall's truck when the contractor is delayed beyond normal operating hours. The overtime charges will not be assessed in situations due to extreme weather, vehicle failure, or other unusual circumstance.

6. The Town will remit payment to the District for all charges invoiced by the District within thirty (30) days of receipt of the District's invoice. In the event that payment from the Town does not reach the District office within thirty (30) days, the District may charge a 1.5% late fee on the next invoice sent to the Town, only if such late fees are assessed by the Contractor.

7. The facility shall contact the hauler directly to arrange for pickups. Contact information will be provided to the manager of the Town's facility.

8. The Town has the right to terminate this Agreement at any time, without cause. The District requires no fewer than sixty (60) days written notice prior to the Town terminating this Agreement. If less than sixty (60) days notice is given, the Town will be financially responsible for the District's lost administrative fees. For example, if a town provides written notice on March 1st to terminate on April 30th, there are no lost administrative fees and no charge to the Town. If a town provides written notice on March 1st to terminate on March 31st, the Town will be responsible to pay the District for lost administrative fees for one month. Lost administrative fees will be calculated using an average administrative fee based upon the previous three months' invoices.

9. The District will remedy any problems regarding the performance of Wall Trucking, Inc. If the Town experiences any problems with the Contractor it must report them to the District. Any questions or problems concerning the sludge hauling contract shall be directed to Jan Ameen, Executive Director, at 413-772-2438 or fcswmd@crocker.com.

10. This MOU may be amended by written agreement of both parties.

11. This MOU shall remain in effect beginning July 1, 2021 and ending June 30, 2022.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

FCSWMD

Selectboard Member

Jonathan Lagreze, Chair

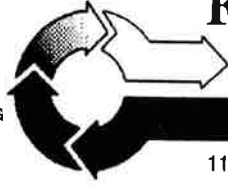
Selectboard Member

Date

Selectboard Member

Date

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street, 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

ATTACHMENT A

SLUDGE HAULING AND DISPOSAL COSTS JULY 1, 2021 – JUNE 30, 2022

MONTAGUE

End Disposal Facility	Transportation Cost Per Gallon	Disposal Cost Per Gallon
Lowell Regional Wastewater Facility	\$0.06570	\$0.094*
Admin. Fee	\$500/year annual flat rate fee \$0.0045/gallon	

* Disposal at Lowell is based on percent solids.



<http://www.larochelleconstruction.com/>

23 College St., Suite 8, South Hadley, MA

P: (413) 781-5651

PROJECT:

62 5th St. Turners Falls, MA

Mobile Phone: _____
Home Phone: _____
Business Phone: _____
Email: _____

Date: 8/9/2021
Owner: Town of Montague
Address: 1 Avenue A
Turners Falls, MA 01376

We are Pleased to Provide a Quote for the Following Work at 62 5th St. Turners Falls, MA.
We provide a Labor Warranty for Two (2) Years.

SCOPE OF WORK: Please Mark the Box Next to the Approved Work

- | | | |
|----------------------------|---|-------------|
| 1 <input type="checkbox"/> | Remove existing clapboard, Infill round window, install tyvek paper with tape seams,
Install new 1/2x6CVG Cedar clap board prime finger jointed(Smooth Out) to match existing exposure.
1"3/4 Ring shank stainless steal hand fasteners to fasten clapboard at 16 on center
Electrical and Conduit work by others if required (Dumpster Relocated by OWNER)
Owner or Contractor to get permission to use abuting drive way to use lift (Price Will Increase If Rejected)
Owner to test for Hazardous materials | \$17,500.00 |
| 2 <input type="checkbox"/> | Power Wash, Scrape Loose Paint, Spot Prime Trim and Paint 1 Coat For all Items on #1 | \$4,745.00 |
| 3 <input type="checkbox"/> | Remove and Replace Existing Clapboard per Identified locations. See Pictures attached.
Replace 2 Scalops Shingles, Replace/ Repair on either side of front the two wood caps with
like kind material. 1"3/4 Ring shank stainless steal hand fasteners to fasten clapboard at 16
on center. Any electrical work required.
Owner to test for Hazardous materials | \$12,111.00 |
| 4 <input type="checkbox"/> | Power Wash, Scrape Loose Paint, Spot Prime and 1 Coat of Paint for all Items on #3 | \$2,730.00 |
| 5 <input type="checkbox"/> | Power Wash, Scrape Loose Paint, Spot Prime and Paint One Coat Entire Building Including Trim | \$13,150.00 |
| 6 <input type="checkbox"/> | Power Wash, Scrape Loose Paint, Spot Prime and Paint Two Coats on New Wood and One on Existing | \$16,250.00 |

EXCLUDED:

HAZARDOUS WASTE, PLYWOOD ROT, FRAMING ROT

ACCEPTANCE OF PROPOSAL:

Agreement between Town of Montague, 1 Avenue A Turners Falls, MA 01376 (OWNER)
AND Larochelle Construction, Inc. 23 College St., Suite 8, South Hadley, MA 01075 (CONTRACTOR)

ADDITIONAL NOTES:

- 1.) Permit Applied and Paid for By Larochelle Construction
2.) Any Additional Work must be approved by the owner in writing prior to Larochelle Commencing with the work
3.) Additional Work will be billed as Follows:

LABOR AT \$95 PER HOUR Prevailing Wages Acknowledged
MATERIALS AND SUBCONTRACTORS AT COST PLUS 20%

Except as specifically stated above, this Proposal does not include any correction of existing concealed substandard framing; rerouting/removal of vents, pipes, ducts, structural members, wiring or conduits which may be discovered in the course of removing wall or cutting openings in walls; or removal and replacement of existing rot or insect infestation. If such repairs are discovered to be necessary once the construction is underway, such repairs will be undertaken on a time and materials basis only after consultation with the Owner. Failure by the owner to authorize necessary repairs may void applicable warranties.

We propose to furnish material and labor, complete in accordance with these specifications, for the above sum. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Our workers are fully covered by workers compensation insurance and are "OSHA 10" certified.
Our foremen are "OSHA 30" certified.
EPA Lead Safe Certified # R-1-19835-10-00192.

Danny S. Larochelle, President
Larochelle Construction Inc.
License CS-069121
Registration 152467

Table with 2 columns: Payment description and amount. Rows include Deposit Due Upon Contract Agreement, Payment Upon Start of Project, and Final Payment Upon Completion of Project.

The prices, specifications, and conditions listed above are satisfactory and are hereby accepted.

I authorize you to apply for a building permit, if required, on my behalf.

Town of Montague, Please Print & Sign Legal Name for Contract Documents DATE:

Secondary Signature, Please Print & Sign Legal Name for Contract Documents DATE:

Note: All individuals listed as owners of record for a property are required to sign contract agreements



THANK YOU FOR YOUR BUSINESS!

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



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ANNUAL HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

Franklin County Solid Waste District is planning to hold the 2021 household hazardous waste collection on Saturday, September 25th at GCC's Main Campus and the Orange Transfer Station.

Residents and businesses must pre-register by September 17th. Online pre-registration for the 2021 collection will begin in mid-August, at: www.franklincountywastedistrict.org/hazwasteday.html. Mail-in registration forms will be available in late August at town transfer stations and in local newspapers.

Participants will be assigned an appointment time to bring wastes to the collection; an appointment time and instructions will be provided by mail after registration is processed.

The collection is free for residents of most of the District's 21 member towns. Businesses may participate but must pay for disposal costs. For business registration information, call (413) 772-2438.

This collection provides an opportunity to dispose of hazardous items that should not be put in the trash, such as leftover oil-based paints, stains, thinners, pesticides, herbicides, pool chemicals, motor oil, antifreeze, household cleaners, and other household chemicals. A more complete list of acceptable items is at: www.franklincountywastedistrict.org/hazwasteday.html.

Batteries and mercury-containing items such as fluorescent light bulbs, thermometers, and thermostats will not be accepted at this collection. These items, which may contain mercury or heavy metals, should never be put in trash or recycling. Fluorescent bulbs, including compact fluorescent lights (CFLs), some types of batteries, and mercury items are accepted at municipal transfer stations. Handle carefully and hand to attendant. In addition, fluorescent light bulbs are accepted at Lowe's Stores (all types of fluorescents), and Home Depot (CFLs only).

As the collection date approaches, please check the District's website for up-to-date Covid protocols. For more information visit: www.franklincountywastedistrict.org or contact the District at info@franklincountywastedistrict.org, (413) 772-2438. MA Relay for the hearing impaired: 711 or 1-800-439-2370 (TTY/TDD). The District is an equal opportunity provider.

Anticipated executive session pursuant to G.L. c. 30A, §21(a)(7), to comply with, or act under the authority of any general law; specifically to review draft minutes from executive sessions conducted on dates set forth in the attached listing

Executive Session pursuant to G.L. c 30A, Section 21 (a)(1)

9/8/21	Complaint & potential disciplinary action against a public officer, employee, staff member or individual

Executive Session pursuant to G.L. c 30A, Section 21 (a)(2)

10/21/2019	To conduct negotiations with Town Administrator, Steve Ellis
10/28/2019	To conduct negotiations with Town Administrator, Steve Ellis
12/16/2019	To conduct negotiations with Eric Meals
1/27/20	Contract negotiations with Chris Bonnett, Police Lieutenant

Executive Session pursuant to G.L. c 30A, Section 21 (a)(3)

1/28/2019-1	Collective Bargaining Strategy with respect to NAGE
1/28/2019-2	Potential Litigation - Southworth
2/11/2019-1	Collective Bargaining Strategy with respect to NAGE
2/11/2019-2	Collective Bargaining Strategy with respect to NEPBA
3/4/2019	Collective Bargaining Strategy with respect to UE
4/1/2019	Collective Bargaining Strategy with respect to NAGE
5/6/2019	Collective Bargaining Strategy with respect to NEPBA
5/13/2019	Potential Litigation – First Light
5/15/2019	Collective Bargaining Strategy with respect to NEPBA, UE, NAGE
5/21/2019	Collective Bargaining Strategy with respect to UE and NAGE
6/3/2019-2	Potential Litigation – Southworth Company
7/8/2019	Potential Litigation – First Light
9/9/2019	Potential Litigation – Housing Court
06/7/2021	Collective Bargaining Strategy with respect to NEPBA, NAGE & UE

Executive Session pursuant to G.L. c. 30A, Section 21 (a)(6)

4/8/2019	Purchase, exchange or lease Real Estate - Industrial Blvd (Map 17, Lot 058)
6/3/2019-1	Purchase, exchange or lease Real Estate - Industrial Blvd (Map 17, Lot 058)
9/23/2019	Purchase, exchange or lease Real Estate - 382 Deerfield Street, Greenfield
5/4/20	Purchase, exchange or lease Real Estate – FirstLight Power
7/27/20	Purchase, exchange or lease Real Estate – Map 17, Lot 58
9/8/20	Purchase, exchange or lease Real Estate – Sandy Lane
9/21/20	Purchase, exchange or lease Real Estate – FirstLight Power
9/28/20	Purchase, exchange or lease Real Estate – FirstLight Power
03/22/2021	Purchase, exchange or lease Real Estate – 5 th Street Bridge Construction