

**MONTAGUE SELECTBOARD MEETING**  
**VIA ZOOM**  
**Monday, May 9, 2022**  
**AGENDA**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/83477960264>

**Meeting ID:** 834 7796 0264 **Password:** 788551 **Dial into meeting:** **+1 646 558 8656**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of May 2, 2022
3. 6:31 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 COVID Updates
  - Review of COVID case counts and trends
5. 6:40 Dan Wasiuk, Director, Board of Health
  - Consider Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board
  - Request Approval for BOH to participate in DPWH Public Health Excellence Grant for Shared Services
6. 6:55 Jon Dobosz, Director, Parks and Recreation
  - Execute Festivals Program Grant of \$1,500 (FY22-FE-FE2-20714 from the Mass Cultural Council
  - Dedication of the Unity Park Ballfields to Mr. George F. Bush of Turners Falls, Saturday, May 21, 2022 at Noon
7. 7:05 Personnel Board
  - Appoint Easton McKay Smith, Substitute Library Assistant, Non-Union, effective 5/10/2022
  - Appoint Laurie Swartwout, Substitute Library Assistant, Non-Union, effective 5/10/2022
8. 7:15 Event Applications:
  - Use of Peskeompskut Park, Sue Corey, Montague Community Band, Open Rehearsals: June 6 & 13, Concerts: June 20, 27, July 11, 18, 25 Raindate: August 1; 6:15 PM – 8:45 PM
  - Use of Montague Center Common, Montague Center Fire Department, Memorial Day Service, May 29, 2022, 10:30 AM – 12:30 PM
9. 7:25 Brian McHugh, FCRHRA
  - Approve Change Order #2 in the amount of \$1,700 for the Avenue A Streetscape Improvement Project funded by the town's FY20 Community Development Block Grant.

**MONTAGUE SELECTBOARD**  
**via ZOOM**  
**Monday, May 9, 2022**

10. 7:25      Walter Ramsey, Town Planner
- 5<sup>th</sup> Street Canal District Gateway Project updates and contract amendments
    - Engineering Services Contract Amendment with McMahon Associates in the amount of \$100,000 to restore previously cut construction oversight hours, address unanticipated engineering requirements driven by FERC requirements. Current contract fee prior to amendment: \$360,000.
    - Change Order #1 with David G. Roach & Sons Inc. in the amount of approximately \$13,125.00 to monitor canal wall during construction with "Tilmeters". Current Contract Fee prior to amendment: \$2,338,664.50
11. 7:35      Bryan Camden, Airport Manager  
Execute Airport Grant Assurances
- ASMP-2022-0B5-36 "Pioneer Aviation Planning Focus Study" \$38,400.00
  - ASMP-2022-0B5-37 "Solar Canopy Overages" \$28,000.00 (Multi Year Offering)
  - ASMP-2022-0B5-38 "Obstruction Beacon Refurbishment" \$6,940.00
  - ASMP-2022-0B5-39 "Purchase John Deere 331G" \$33,000.00 (Multi Year Offering)
  - ASMP-2022-0B5-40 "Building Safety Upgrades and Repairs" \$22,950.00
12. 7:45      Town Meeting Updates/Follow Up
13. 7:55      Town Administrator's Business
- Overview of Clean Water State Revolving Fund and Loan Program
  - Legislative News
  - Opioid Settlement Update
  - Public Notification of RNF Submittal Acutator Hydraulic Leak, 1 Gatehouse Avenue, Turners Falls
  - Topics not anticipated in the 48 hour posting
14. 8:10      Executive Session under G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective Bargaining (NAGE, UE and NEPBA), Votes may be taken

**Other**

- Selectboard Meeting: Wednesday, May 11, 2022 at 5:00 PM, 1 Avenue A, Turners Falls,
- Selectboard Meeting: Monday, May 16, 2022 at 6:30 via ZOOM

**CONTACT INFORMATION for 2022 Municipal Opt-Out Process**

Please provide contact information for your municipality:

- Town/City:
- County:
- Point of contact:
  - Name:
  - Title:
  - Email:
  - Phone:

**CHECKLIST for 2022 Municipal Opt-Out Process**

Please utilize the following checklist to confirm completion of all components of the municipal opt-out application. Components must be submitted to [EEAopt-out@mass.gov](mailto:EEAopt-out@mass.gov) by May 27, 2022.

- The municipality has reviewed the historical regional arbovirus risk level classification, which serves as EEA's evaluation criteria for the 2022 municipal opt-out application process
- Alternative mosquito management plan that includes listing of three education and outreach activities
- Copy of certified vote, which includes:
  - Date and time of the public meeting
  - Confirmation that the Board of Health was consulted
  - Confirmation that public comment was allowed
  - Indication that municipality is opting out of all spraying, or just certain spray activities such as aerial spraying. If a vote does not include that it is for a specific type of spraying, the vote will cover all spray activities conducted by the SRMCB under M.G.L. c. 252, Section 2A
  - Acknowledgement that the vote to opt out will only be honored if all application components are submitted to EEA on time and if the application is approved by EEA

*Checklist*

*Required for a Municipality to Apply to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board*

**ACKNOWLEDGEMENT for 2022 Municipal Opt-Out Process**

*Please mark each check box indicating your acknowledgement of the items below, and sign and date the application before submitting it.*

- The municipality acknowledges that any work performed will be subject to applicable local, state, and federal regulations, ordinances, and statutes and all necessary permits, licenses, approvals, or other permission must be obtained prior to the commencement of any work. The approval of this Plan does not constitute work under M.G.L. c. 252 or authorize any exemption provided for work conducted under said chapter, unless otherwise expressly provided for by law.
- The municipality acknowledges that approval of a Plan allows it to opt out of spraying conducted by the SRMCB under M.G.L. c. 252, Section 2A. It does not extend to any spraying conducted by a mosquito control project or district ("MCD") of which a municipality may be a member.
- The municipality acknowledges that it has conducted the required public meeting, that a vote is included with this Plan, and that any vote to opt out of spraying performed under M.G.L. c. 252 is subject to the approval of a Plan. No such opt out will be honored without an approved Plan.

\_\_\_\_\_  
Signature and Title (Signed or Typed)

\_\_\_\_\_  
Date

## Alternative Mosquito Management Plan

Required for a Municipality to Apply to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board

### EDUCATION AND OUTREACH PLAN

Provide a 1-2 paragraph narrative of the proposed outreach plan, that includes listing of at least three education/outreach activities you plan to execute for the upcoming mosquito season:

The Montague Board of Health will institute a public education and community outreach program for the 2022 mosquito season. Education and outreach will be ongoing, and will address the risk of disease, nuisance biting, how to reduce exposure to mosquitoes, and how to remove mosquito breeding sites in and around the home.

The purpose of the program is threefold:

- To increase public awareness of mosquito-borne diseases, mosquito breeding locations, and simple preventive measures that can be taken to reduce mosquito populations and minimize impacts on human health.
- To provide information regarding mosquito activity in Montague and Franklin County.
- To provide timely and accurate information in the event of a WNV or EEE public health threat and subsequent control measures.

Messaging methods and materials will involve fact sheets, pamphlets, advertisements in public spaces, infographics, and a publicly accessible website. Public educational support will also involve the Board of Health assisting residents with mosquito concerns by responding to office walk-ins, emails, phone calls, answering concerns, and providing opportunities for concerned residents to receive educational materials.

Check off all education/outreach methods that you intend to employ:

- Development/distribution of brochures, handouts, etc.
- Door-to-door canvassing (door hangers, speaking to property owners, etc.)
- Social media accounts (Facebook, Twitter, or other social media: )
- Mailings (Describe target audience(s): )
- Media outreach (interviews for print or online media sources, press releases, etc.)
- Presentations (in-person or virtual)
- School-based programs, science fairs, etc.
- Tabling at events (local events, annual meetings, etc.)
- Website (URL: <https://www.montague-ma.gov/p/1484/Public-Health-Nurse>)
- Other (please describe):

Select the audience types you intend to target from the list below:

- Residents (homeowners, apartment dwellers, etc.)
- Landlords (for large apartment or condominium complexes)
- K-12 (teachers, students, camps, etc.)

FILE COPY

## Alternative Mosquito Management Plan

Required for a Municipality to Apply to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board

---

- Municipal staff (highway dept., parks and recreation, board of health, conservation commission, etc.)
- State/Federal land managers (state parks, national wildlife refuges, etc.)
- Transportation industry (Busing companies, commuter rail, truck/rest stops, etc.)
- Recreational venues (fairgrounds, sports complexes, ballfields, etc.)
- Other land owners/managers (please describe):
- Other (please describe):

Additional Comments: Prevention of mosquitoes and mosquito-borne illnesses is the key component to the education and community outreach program of the Montague Board of Health. Getting the message out to the public regarding personal prevention and breeding source reduction is a major part of this program. The more people know about mosquitoes and diseases spread by mosquitoes, the better they can protect themselves and help in reducing breeding sources.

MONTAGUE BOARD OF HEALTH  
ONE AVENUE A  
TURNERS FALLS, MA  
01376

FILE COPY

APPLICATION FOR GRANTS AND SUBSIDIES (PP OBJECT CLASS)

5B

**Name/Title of Grant:** Public Health Excellence Grant Program for Shared Services Re-Open 4

**COMMBUYS BID Number:** Bid BD-22-1031-ADMIN-ADM07-73357

**DPH RFR Document File Number:** 214333

**1. Description or Purpose of Grant:**

Please note that this is a reopening of RFR 214333 Public Health Excellence Grant Program for Shared Services originally posted under bid number: BD-21-1031-OFFIC-OLRH-58664 to allow for additional submissions. Proposals may be submitted for up to \$300,000 annually; approximately 12 additional awards will be made. Please see this link for more information:

The Office of Local and Regional Health (OLRH) of the Massachusetts Department of Public Health (DPH) seeks proposals from qualified vendors to support public health cross-jurisdictional shared-service arrangements. DPH received additional funding from Chapter 102 of Acts of 2022 for grants to advance the recommendations of the Special Commission on Local and Regional Public Health in its final report of June 2019 – *Blueprint for Public Health Excellence: Recommendations for Improved Effectiveness and Efficiency of Local Public Health Protections* (Blueprint). The report is available at the following link: [www.mass.gov/orgs/special-commission-on-local-and-regional-public-health](http://www.mass.gov/orgs/special-commission-on-local-and-regional-public-health).

The Public Health Excellence for Shared Services Grant Program (PHE) is designed to address the Commission's recommendations to improve effectiveness and efficiency of local and regional public health by expanding opportunities for sharing of public health services. As noted in the Blueprint, evidence supports cross-jurisdictional sharing to enable local public health to meet statutory requirements, respond to emergencies, and plan public health improvements.

Only municipalities or regional planning agencies/regional councils of governments representing local boards of health chosen by the applicant municipalities to serve as their programmatic lead and fiscal agent or regional health districts established under M.G.L Ch. 111, Sec. 27 or M.G.L Ch. 40 Sec. 4a, or by special legislation, or charter are eligible for these funds. Municipalities may not participate in more than one PHE grant application, and priority considerations will be given to the 74 unaffiliated municipalities plus regional planning agencies and federally recognized tribes that are not yet already part of an existing PHE grant. To learn more about PHE and our participating communities, please visit <https://www.mass.gov/service-details/public-health-shared-services>.

Eligible entities to apply for these funds are newly formed cross-jurisdictional sharing arrangements with five or more municipalities or federally recognized Tribes that have demonstrated interest in establishing shared services in order to increase the capacity to carry out the statutory powers and duties of boards of health.

OLRH anticipates awarding approximately 12 additional contracts with an annualized amount of up to approximately \$300,000 each in the initial award with the reopening of this procurement. DPH reserves the right to determine the final amount for each award.

**2. Contact Information**

**Contact Person:** Sarah Trager

**Title:** Assistant Director of Policy, Planning, and Operations, Office of Local and Regional Health

**Address:** 67 Forest St., Marlborough, MA 01752

**Telephone #:** 781-915-4681

**E-mail or Internet Address:** Sarah.Trager@mass.gov

**3. Applicable Procurement Law**

Check Appropriate Box ("X"):	Type of Purchase	Applicable Laws
	<b>Executive Branch Goods and Services</b>	
<input type="checkbox"/>	Goods and Services	MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00
<input type="checkbox"/>	Human and Social Services	MGL c. 7, § 22, § 22N; c. 30, § 51, § 52; 801 CMR 21.00; 808 CMR 1.00
<input type="checkbox"/>	Legal Services	MGL c. 30, § 51, § 52 and § 65; c. 7, § 22; and 801 CMR 21.01(2) (b)
X	Grants	MGL c. 7A, § 7; St. 1986 c. 206, § 17; 815 CMR 2.00

**4. Anticipated Payment Methodology:**

Check One ("X"):	Category
<input type="checkbox"/>	Lump Sum
<input checked="" type="checkbox"/>	Periodic Scheduled Installments
<input type="checkbox"/>	Cost Reimbursement
<input type="checkbox"/>	Other:

**5. Whether Single or Multiple Grantees are Required for Grant(s)**

Check One ("X"):	
<input type="checkbox"/>	Single Grantee
<input checked="" type="checkbox"/>	Multiple Grantees

**6. Expected Duration of Grant (Initial Duration and Any Options to Renew)**

(Subject to appropriation or the availability of sufficient non-appropriated funds under the grant funding authority)

Anticipated Initial Duration up to 2 years

Anticipated Renewal Options: 3 options to renew for 3 year(s) each option

Final End Date of this Procurement: June 30, 2033

**7. Anticipated Expenditures, Funding or Compensation for Expected Duration**

Please include the Estimated Value of the Grant (Including Anticipated Renewal Options)



Estimated value of the grant: \$150,000,000  
(Subject to appropriation or the availability of sufficient non-appropriated funds under the grant funding authority)

Will Federal Funds be used to fund any part of Grant(s)?  NO  YES\*

\*Federal funds are part of this application to support local public health infrastructure.

**Payment through Electronic Funds Transfer is required for any contract awarded through this solicitation. Please see the COMMBUYS Bid Solicitation, File Attachments Section for this form.**

Grantees receiving federal grant funds will be considered sub-recipients for federal grant purposes and will be required to comply with applicable federal requirements, including but not limited to sub-recipient audit requirements under OMB Circular A-133.

The funds received in advance of expenditure by a grantee for a capital budget item must be held in a segregated non-interest-bearing account and must be expended within 60 days (for policy information on spending capital funds see: Office of the State Comptroller, State Grants and Federal Sub-grants:

[www.mass.gov/Aosc/docs/policies\\_procedures/contracts/po\\_procon\\_state\\_grants\\_fed\\_sub.doc](http://www.mass.gov/Aosc/docs/policies_procedures/contracts/po_procon_state_grants_fed_sub.doc)).

**Funds Balance Forward Requirement for Capital, Trust and Federal Accounts Only:** Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from the prior fiscal year.

## 8. Background and Scope of Services:

### Background

Massachusetts has 351 cities and towns, each of which has an autonomous Board of Health. Given the disparity in size and resources among municipalities, this has led to inconsistencies in local public health capacity to carry out statutory powers and duties and in resources available to smaller or less affluent communities. Despite its value, the use of shared services in Massachusetts has been limited.

The Special Commission on Local and Regional Public Health (SCLRPH) recommended that the number of Massachusetts local boards of health utilizing cross-jurisdictional services or shared services be increased as part of its blueprint for a more effective and efficient local public health system. The Commission noted in its final report (available at [www.mass.gov/orgs/special-commission-on-local-and-regional-public-health](http://www.mass.gov/orgs/special-commission-on-local-and-regional-public-health)). "By pooling resources, functions, and expertise, a consortium of cities and towns, especially those that are smaller or less prosperous, can improve compliance with their statutory and regulatory mandates and expand the protections and opportunities they offer residents". Shared services can be beneficial for health departments that believe by working together — pooling resources, sharing staff, expertise, funds, and programs — across boundaries, they can accomplish more than they could do alone.

The National Center for Sharing Public Health Services has identified a spectrum of public health sharing arrangements ranging from as needed or limited shared service arrangements to full regionalization/consolidation of all health services (see Spectrum of Cross-jurisdictional Sharing Arrangements in COMMBUYS). The spectrum provides useful framing for considering options for cross-jurisdictional sharing. Please note that this RFR is intended to support the more tightly integrated arrangements on the spectrum.

This RFR represents a unique opportunity to transform the Massachusetts local public health system into a public health system of the 21<sup>st</sup> Century and improve health and enhance equity for all. Building on existing infrastructure and respecting local autonomy, Massachusetts can offer new ways to organize and support local health departments to raise standards, strengthen collaboration, better use technology, improve skills, and stabilize resources.

### **Scope of Service**

A municipality, regional planning agency, or regional government council may apply as the lead municipality/agency to support new cross-jurisdictional sharing arrangements.

**Shared Services Composition:** The SCLRPB Blueprint ([www.mass.gov/orgs/special-commission-on-local-and-regional-public-health](http://www.mass.gov/orgs/special-commission-on-local-and-regional-public-health)) will serve as the foundation for applicants to select their cross-jurisdictional sharing activities tailored to regional needs.

A newly formed cross-jurisdictional sharing arrangement must include five or more municipalities that have demonstrated interest in establishing shared services in order to increase the capacity to carry out the statutory powers and duties of boards of health. DPH encourages larger municipalities to take on the lead applicant role in forming new cross-jurisdictional sharing arrangements.

**Governance:** Cross-jurisdictional sharing arrangements funded under this initiative will establish or maintain governance structures involving representatives of all participating municipalities. Governance boards will be required to meet regularly under established rules of procedure to make democratic decisions about cross-jurisdictional policies, personnel, operations, and finances.

Each municipality shall retain its board of health legal authority unless a municipality votes to delegate part or all of its authority to the governance board and the governance board votes to accept it. Boards of health must approve agreements to delegate their legal authority.

**Data Collection:** DPH intends to use funds available under this initiative to enhance public health capacity to acquire, store, and use data to improve population health as recommended by the Special Commission on Local and Regional Public Health. Successful applicants will be required to participate in the data collection initiative.

**Sustainability:** DPH intends to use funds available under this initiative to ensure cross-jurisdictional sharing arrangements supported through this program to achieve long term sustainability.

In light of the current COVID-19 public health pandemic and burden on local health to respond to a detailed scope of service at this time, applicants will be required to:

- 1) designate a management position from lead entity to coordinate between municipalities and with DPH.
- 2) submit statements of commitment to be part of the Shared Services Area from all municipalities by July 31, 2022
- 3) submit quarterly expenditure reports and progress updates.
- 4) attend monthly or periodic check-in meetings with OLRH staff.
- 5) submit a full, detailed workplan for the shared service area by December 31, 2022
- 6) submit a detailed strategic plan that includes sustainability plans by June 30, 2023
- 7) utilize MAVEN, MIIS, and new local public health data reporting system (currently under development).
- 8) commit to meeting the workforce standards in the Blueprint; and
- 9) conduct a capacity assessment by September 30, 2022. Technical assistance will be provided for this task.

Failure to comply with these requirements can lead to termination of contract.

## 9. Funding, Staffing, and Allowable Costs

### Funding

Applicants may request up to \$300,000.00 (annualized amount). DPH reserves the right to adjust the requested amount based on the overall size of the cross-jurisdictional sharing arrangement.

OLRH anticipates awarding up to 12 grants for cross-jurisdictional sharing arrangements with this reopening of the procurement. Future funding levels are dependent upon state appropriations.

### Staffing

In moving towards sustainable shared services arrangements, it is anticipated that a significant portion of the funds will be used to support local public health staffing. This could include Health Director/Agent, Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and/or Clerk. Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement, **beginning with ensuring statutory requirements are met**, and be in compliance with the Special Commission's workforce standards.

Each grant program will be required to have a management position from lead entity whose responsibilities include coordination between municipalities and with DPH. Applicants must also identify an individual who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings. This could be the same individual serving in the coordination role. Applicants may use grant funds for grant program coordination.

### Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants (e.g., for planning and evaluation – not intended for essential local public health functions), facilities, travel, program supplies, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds cannot be used for capital expenses under any circumstances. **Funds cannot be used to supplant existing municipal funding for public health services.**

## 10. Eligibility

Only municipalities or regional planning agencies/regional councils of governments representing local boards of health chosen by the applicant municipalities to serve as their programmatic lead and fiscal agent or regional health districts established under M.G.L Ch. 111, Sec. 27 or M.G.L Ch. 40 Sec. 4a, or by special legislation, or charter are eligible for these funds. Municipalities may not participate in more than one PHE grant application, and priority considerations will be given to the 74 unaffiliated municipalities plus regional planning agencies and federally recognized tribes that are not yet already part of an existing PHE grant.

Eligible entities to apply for these funds are newly formed cross-jurisdictional sharing arrangements with five or more municipalities or federally recognized Tribes that have demonstrated interest in establishing shared services in order to increase the capacity to carry out the statutory powers and duties of boards of health.

## 11. Criteria and Process for Evaluation Criteria

The proposal will be evaluated according to the following criteria:

- The proposal is complete including all required attachments and forms being received prior to the deadline



Only municipalities or regional planning agencies/regional government councils representing local boards of health are eligible to receive these grant funds.

**Letters of Intent** are requested by **April 20, 2022**. These are not required but assist DPH in planning for/completing the application review process in a timely manner. Intent to apply should be emailed to [sarah.trager@mass.gov](mailto:sarah.trager@mass.gov).

**A complete RFR Response includes:**

- An application response form
- Signed attestation
- Annual Program budget

**Submitting Responses**

Responses should be submitted electronically only via email to [sarah.trager@mass.gov](mailto:sarah.trager@mass.gov) by **May 3, 2022, at 12:00PM**. Please put **RFR 214333 Response** in the subject line. **Responses must be received via email by 12pm on May 3, 2022 for consideration.**

**Do not submit via Commbuys.**

**File Format and Naming Conventions**

When submitting application via email, please make sure to include lead applicant name when labeling the response documents.

To assist bidders in identify the purpose of the attachments for this procurement; the forms posted on the COMMBUYS attachment section have a prefix according to the following chart:

REQ	Required	Must complete and return document with application
VENDACT	Vendor Activation	Forms to be completed by potential bidders new to the state system or who need to update existing vendor information in MMARS
READ	Read Only	Read only documents that do not need to be returned with the application.
INFO	Informational	Document is for informational purposes and will be required at the time of contract/engagement

COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at [www.commbuys.com](http://www.commbuys.com). Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for:

- Any amendments, addenda or modifications to this Bid, and
- Any Bid Q&A records related to this Bid.

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



6A

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

<b>CONTRACTOR LEGAL NAME:</b> Town of Montague Montague Parks & Recreation Department (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council MMARS Department Code: ART	
<b>Legal Address:</b> (W-9, W-4): Town Hall 1 Avenue A Turners Falls MA 01376		<b>Business Mailing Address:</b> 10 Saint James Ave., 3 <sup>rd</sup> Fl.	
<b>Contract Manager:</b> Jon Dobosz	<b>Phone:</b> 413-863-3216	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> recdr@montague-ma.gov	<b>Fax:</b> 413-863-3229	<b>Contract Manager:</b> Cyndy Gaviglio	<b>Phone:</b> 617-858-2711
<b>Contractor Vendor Code:</b> VC6000191893		<b>E-Mail:</b> cyndy.gaviglio@art.state.ma.us	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b> FY22-FE-FE2-20714	
<p style="text-align: center;"><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b></p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p style="text-align: center;"><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> <p>Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____.</p> <p>Enter <b>Amendment Amount:</b> \$ _____ (or "no change")</p> <p><b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b></p> <p><input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)</p>	
<p><b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u></p>			
<p><b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u>.</p> <p><input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <b>\$1,500</b></p>			
<p><b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p><b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)</p> <p>This is a grant of financial assistance for the Unity Festival.</p>			
<p><b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.</p> <p><input type="checkbox"/> 2. may be incurred as _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date.</p> <p><input checked="" type="checkbox"/> 3. were incurred as of <b>March 01, 2022</b>, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p><b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2022</b>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p><b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "<b>Effective Date</b>" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p><b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b></p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p><b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b></p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>David T. Slatery</u></p> <p>Print Title: <u>Deputy Director</u></p>	

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

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

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

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

<b>AUTHORIZED SIGNATORY NAME</b>	<b>TITLE</b>

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

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

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





April 12, 2022

Dear Jon Dobosz,

We are pleased to inform you that Town of Montague Montague Parks & Recreation Department has been approved for a Festivals Program grant of \$1,500 (FY22-FE-FE2-20714) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY22 state budget. This allows us to continue to support artists, communities, nonprofit cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to Cyndy Gaviglio by May 20, 2022. This will help us process your grant as quickly as possible. For questions about the contract, please contact Cyndy at 617/858-2711 or [Cyndy.Gaviglio@art.state.ma.us](mailto:Cyndy.Gaviglio@art.state.ma.us). For questions about the program please contact Lisa Simmons, Community Initiative Program Manager at 617-858-2707 or [lisa.simmons@art.state.ma.us](mailto:lisa.simmons@art.state.ma.us).

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in cursive script that reads 'Nina Fialkow'.

Nina Fialkow  
Chair

A handwritten signature in cursive script that reads 'Michael J. Bobbitt'.

Michael J. Bobbitt  
Executive Director

# Contract Package Instructions

## Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
2. **Massachusetts W-9:**  
[https://www.macomptroller.org/wp-content/uploads/form\\_w-9.pdf](https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf). Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
3. **Contractor Authorized Signatory Listing:**  
[https://www.macomptroller.org/wp-content/uploads/form\\_contractor-authorized-signatory-listing.pdf](https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf). Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents. **You are not required to have it notarized; the second page of the document is optional.**
4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:**  
<https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download>. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
5. **Attachment A:** Review this document and include a copy of this in your return package.
6. **Attachment B:** Review this document and include a copy of this in your return package.
7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

**All documents must be returned via mail.** Please mail to:

Mass Cultural Council  
c/o Cyndy Gaviglio  
10 Saint James Ave., 3<sup>rd</sup> Fl.  
Boston, MA 02116

**ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS**

**CONTRACTOR NAME:** Town of Montague Montague Parks & Recreation Department

**ADDRESS:** Town Hall 1 Avenue A Turners Falls MA 01376

**BRIEF DESCRIPTION OF CONTRACT SERVICES** (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance for the Unity Festival.

**APPLICATION #:** FY22-FE-FE2-20714

**TOTAL MAXIMUM OBLIGATION OF CONTRACT:** \$1,500

**CONTRACT START DATE:** March 01, 2022

**CONTRACT TERMINATION DATE:** June 30, 2022

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **May 20, 2022**.

**DATE ANNUAL OR FINAL REPORT IS DUE:** July 31, 2022

**PAYMENT:** For Festival Grants, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

**ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES** (if blank there are none):

## **ATTACHMENT B: Additional Terms & Conditions**

**1. SCOPE OF CONTRACT.** The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY22 Festivals Program guidelines (the "Guidelines"), as posted on [www.massculturalcouncil.org](http://www.massculturalcouncil.org). The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

**2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES.** The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

**3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS.** The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

LOB



**MONTAGUE PARKS & RECREATION DEPARTMENT**  
56 First Street, Unity Park Fieldhouse  
Turners Falls, MA 01376  
Phone: (413) 863-3216/Fax: (413) 863-3229  
[www.montagueparksrec.com](http://www.montagueparksrec.com)

*Jonathan J. Dobosz, CPRP, CPO*  
Director of Parks & Recreation  
[recdir@montague-ma.gov](mailto:recdir@montague-ma.gov)

*Jennifer L. Peterson*  
Clerk/Bookkeeper  
[recclerk@montague-ma.gov](mailto:recclerk@montague-ma.gov)

**Dedication of the Unity Park Ballfields to  
Mr. George F. Bush of Turners Falls**

**Saturday, May 21 @ Noon**

**Unity Park, Turners Falls**

The community is welcome to convene at Unity Park on Saturday, May 21 @ Noon to join the Parks & Recreation Department and local dignitaries to dedicate the Unity Park Ballfields to Mr. George F. Bush of Turners Falls, where a permanent bronze and granite marker will be unveiled. Mr. Bush has been a stalwart presence and supporter of numerous school and town programs for decades, and we hope many in our community will be able to attend. This event will be held rain-or-shine.

# Town of Montague Personnel Status Change Notice New Hires

Employee # \_\_\_\_\_

Board Authorizing **Appointment**: Selectboard Meeting Date: 5/9/22

Authorized Signature: \_\_\_\_\_

Board Authorizing **Wages**: Selectboard Meeting Date: 5/9/22

Authorized Signature: \_\_\_\_\_

### General Information:

Full name of employee: <u>Easton McKay Smith</u>	Department: <u>Library</u>
Title: <u>Substitute Library Assistant</u>	Effective date of hire: <u>5/10/22</u>

### New Hire:

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

### Wages:

Union: _____
Wages: Grade _____ Step _____ Wage Rate: <u>\$14.25</u> ( <del>annual</del> / hourly)
Notes: Substitute Library Assistants provide coverage for regular library assistants and do not have regular hours.

### Copies to:

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

# Town of Montague Personnel Status Change Notice New Hires

Employee # \_\_\_\_\_

Board Authorizing Appointment: Selectboard Meeting Date: 5/9/22

Authorized Signature: \_\_\_\_\_

Board Authorizing Wages: Selectboard Meeting Date: 5/9/22

Authorized Signature: \_\_\_\_\_

### General Information:

Full name of employee: <u>Laurie Swartwout</u>	Department: <u>Library</u>
Title: <u>Substitute Library Assistant</u>	Effective date of hire: <u>5/10/22</u>

### New Hire:

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

### Wages:

Union: _____
Wages: Grade _____ Step _____ Wage Rate: <u>\$14.25</u> ( <u>annual/</u> hourly)
Notes: Substitute Library Assistants provide coverage for regular library assistants and do not have regular hours.

### Copies to:

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



# Board of Selectmen Town of Montague

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

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

Name of applicant Montague Community Band c/o Susan Corey manager

Name of business/group sponsoring proposed event if applicable: partially sponsored by Montague Cultural Council and Greenfield Savings Bank

If applicable, number of years your organization has been running this event in Montague? 129 yrs

Address 2 WALNUT ST TURNERS FALLS, MA, 01376

Contact phone 413 522 4120 Contact email Sp. COREY @ Comcast.NET

FID 04-3040886

Dates of proposed event JUNE 6 + 13 OPEN REHEARSALS, June 20, 27, July 11, 18  
July 25, rain date: 8/1 Location: Peskeompskut Band shell

Hours 7pm - 8:30pm Set Up: 6:5 - 7pm Clean Up: 8:30 - 8:45p

Approximate number of people expected to attend 75-100

What provisions will be made regarding clean up of site? Band members will clean

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other \_\_\_\_\_

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

First 2 sessions are open rehearsals inviting anyone to sit in with us. Concerts content ranges from marches, musicals, swing, showtunes, etc. Concerts are free, band members are not paid. Opportunity to expose audiences + musicians to a variety of Live music that doesn't involve guitars. This will be the bands 129 year.



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

Peskeompskut Park Bandshell

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

N/A } Will vendors be selling:  
 merchandise  
 food/beverage  
 alcohol  
 other services \_\_\_\_\_

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

No alcohol, no vendors. Just old fashioned  
concert in the park

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

Concert will not effect traffic patters. Event attracts  
an older crowd. People park on street.

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

We have medical people that are members of the  
band, including a doctor, nurse + several 1st Responderes

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

If so, at which locations? Yes. Only at Pespeompskut Park, one  
facing Avenue A, one Facing 7th St, one facing 6th St

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

In the past, we have been covered  
under the Town's policy.

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

Signature of applicant *James P. Gray*

Date *1 May 2022*

License fees:  
Monday – Saturday = \$25.00 per day  
Sunday = \$50.00

*We respectfully request  
that fees be waived.*

BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: *5-3-2022*

BOARD OF HEALTH – Approval / Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



# Board of Selectmen Town of Montague

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

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

Name of applicant Ann Fisk

Name of business/group sponsoring proposed event if applicable: Montague Center  
Fire Department

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

Address 28 Old Sunderland Rd, Montague MA 01351

Contact phone 413-367-2812 Contact email sholloway25@comcast.net

FID \_\_\_\_\_

Dates of proposed event May 29, 2022 Location: Montague Center Common

Hours 10:30-12:30 Set Up: 10:30 Clean Up: 12:15

Approximate number of people expected to attend 40

What provisions will be made regarding clean up of site? We will police the  
grounds - any trash will be removed

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other Memorial Day Service

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

We will honor our veterans with playing flowers,  
taps, gun salute

Signature of applicant Pam Lisk

Date 5/12/2022

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

POLICE CHIEF – Approval / Comments

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

Date: 5-3-22

BOARD OF HEALTH – Approval / Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2022

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

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

<b>PRODUCER</b> Blackmar Insurance Agency Inc 1147 Mohawk Trail Shelburne MA 01370		<b>CONTACT NAME:</b> Nadine West <b>PHONE (A/C, No, Ext):</b> (413) 625-6527 <b>E-MAIL ADDRESS:</b> nadine@blackmors.com		<b>FAX (A/C, No):</b> (413) 625-6210	
<b>INSURED</b> Montague Center Fire District PO Box 237 Montague MA 01351		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA		19445	
		INSURER B: AmGuard Insurance Co (ARWC)			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** CL225206188      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		VFNU-TH-0014098	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Per one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMMODITY AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		VFNU-CM-0014099	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured Motorist BI \$ 20,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICIS/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	R2WC285485	11/04/2021	11/04/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Montague Center Common  
May 29th 2022

<b>CERTIFICATE HOLDER</b> Town of Montague 1 Avenue A  Tumata Falls MA 01376	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Nadine M West</i>
--	--

# CHANGE ORDER

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

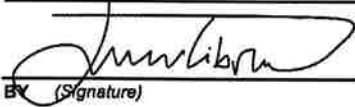
<b>PROJECT:</b> 544 - Avenue A Streetscape Avenue A Streetscape Improvements 1 Avenue A Turner Falls, MA 01376	<b>CHANGE ORDER #:</b> 2
	<b>CHANGE ORDER DATE:</b> 05/05/2022
	<b>PROJECT #s:</b>
<b>TO:</b> H.M. Nunes & Sons Construction, Inc. 82 Carmelinas Circle Ludlow, MA 01056	<b>DATE OF CONTRACT:</b> 03/11/2022
	<b>FOR:</b> Avenue A Streetscape Improvements

The Contract is changed as follows:

This ADD Change Order covers associated costs with demolishing and replacing the concrete pad around the kiosk, and also demolishing and replacing concrete sidewalk outside construction limit at the corner of Avenue A and Third Street.

The original Contract Sum was	\$172,800.00
The net change by previously authorized Change Orders is	\$5,890.00
The Contract Sum prior to this Change Order was	\$178,690.00
The Contract Sum will be increased by this Change Order in the amount of	\$1,700.00
The new Contract Sum including this Change Order will be	\$180,390.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

**Not valid until signed by all parties below.**

Berkshire Design Group, Inc.	H.M. Nunes & Sons Construction, Inc.	Town of Montague
ARCHITECT	CONTRACTOR	OWNER
4 Allen Place	82 Carmelinas Circle	1 Avenue A
ADDRESS	ADDRESS	ADDRESS
Northampton, MA 01060	Ludlow, MA 01056	Turner Falls, MA 01376
BY (Signature)	 BY (Signature)	BY (Signature)
(Typed Name)	Luis Cibrao (Typed Name)	Steve Ellis (Typed Name)
DATE	DATE 05/05/2022	DATE

## Change Order Items

**Number:** 2

**Initiation Date:** 05/05/2022

**Title:** CO 2 - Additional Concrete Work

**Project:** Avenue A Streetscape Improvements

**Project #:**

<b>Num Item</b>	<b>Description</b>	<b>Ref</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	ADD Concrete Work		1.000	L.S.	1,700.00	1,700.00
					<b>Total:</b>	<b>\$1,700.00</b>

## WendyB-Montague Selectboard

---

**From:** Walter Ramsey - Montague Planner  
**Sent:** Thursday, May 5, 2022 1:58 PM  
**To:** WendyB-Montague Selectboard; StevenE - Montague Town Administrator  
**Subject:** SB 5/5 Agenda Items- 5th Street Bridge Project  
**Attachments:** McMahon Proposal Canal District\_2022-02-08-Amend.pdf; CO1 Request\_5th St Bridge\_Tiltmeter Monitoring.pdf

Hi Wendy,

As discussed, please include these items and supporting docs for Monday.

- 5<sup>th</sup> Street Canal District Gateway Project updates and contract amendments
  - Engineering Services Contract Amendment with McMahon Associates in the amount of \$100,000 to restore previously cut construction oversight hours, address unanticipated engineering requirements driven by FERC requirements. Current contract fee prior to amendment: \$360,000.
  - Change Order #1 with David G. Roach & Sons Inc. in the amount of approximately \$13,125.00 to monitor canal wall during construction with "Tilmeters". Current Contract Fee prior to amendment: \$2,338,664.50

### Project status Overview

- Drilling Preparation Plan for abutment micropiles has been prepared after extensive back-and forth with Firstlight. The Plan will shortly be submitted to FERC for their approval. Contractor intends to start the abutments late May/early June.
- The bridge has been ordered for July delivery
- The contractor is having challenges acquiring ductile iron pipes for water lines (lead time is 28 weeks). We are working toward a solution to have them begin subsurface utility work with a limited amount of pipe in the mean time
- Current grant budget is \$2,933,000. Amount under contract after proposed CO's is \$2,811,789
- I am filing a grant contract amendment request to MassWorks to shift most funds into the next fiscal year to reflect current construction schedule.
- Overall, the sum of engineering + Construction and Admin costs are coming in just below 20% of construction costs. This is a particularly complex project, and the expense is justified in my opinion.



10A



TRANSPORTATION ENGINEERS & PLANNERS

McMahon Associates  
94 North Elm Street, Suite 308  
Westfield, MA 01085  
P. 413.875.8855  
mcmahonassociates.com

February 8, 2022

Mr. Walter Ramsey, AICP  
Town Planner  
Town Hall  
One Avenue A  
Turners Falls, MA 01376

RE: **Turners Falls Canal District Gateway Project  
Amendment for Additional Engineering Services  
Y19A06.31**

Dear Walter,

McMahon Associates (McMahon) is pleased to submit this amendment for additional engineering services associated with the Canal District Gateway Redevelopment Project through the MassWorks Infrastructure Program. This amendment is intended to incorporate additional construction administration services that were not included in the original contract dated December 9, 2019. The amendment proposes to increase our contract fee amount from \$360,000 to \$460,000.

**Scope of Services**

Our additional efforts will focus on construction administrative and coordination services due to requirements or requests from FirstLight HydroPower and the Federal Energy Regulatory Commission (FERC) associated with the pedestrian bridge and associated intersection and roadway improvements. The following scope of services are proposed:

**Task 1: Additional Construction Administration:**

Provide approximately 700 hours of additional construction administration during construction and includes the following services:

- Provide on-site observations during demolition;
- Provide on-site observations during construction of roads, sidewalks, sanitary and storm sewer;
- Review shop drawings;
- Review GC prepared Drilling Program Plans (DPP) and other FERC requested sub-surface investigation plans and narrative;
- Respond to General Contractor Requests for Information (RFIs);
- Review and respond to First Light or FERC requirements;
- Complete general review of structural design submissions, forward to Wright-Pierce (Structural Engineer) for their detailed review and comment or review and acceptance of plans and calculations;
- Complete general review of geotechnical design submissions, forward to O'Reilly, Talbot and Okun Engineering (Geotechnical Engineer), for their detailed review and comment or review and acceptance of plans and calculations;
- Provide on-site observations and monitoring during installation of micropile system, pedestrian bridge abutments, and bridge installation, staging of proposed crane and construction equipment;

McMahon will keep the Town informed regarding the progress of the Work and will endeavor to guard the Town against deficiencies in the Work. However, as previously described and understood, McMahon will not supervise or have control over the Contractor's work nor have any responsibility for the Contractor's safety precautions or programs. The presence of McMahon's personnel at a construction site, whether as onsite representatives or otherwise, does not make McMahon or McMahon's personnel in any way responsible for the obligations, duties, and responsibilities of the Town and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

#### **Fee**

McMahon will perform the additional work outlined in Task 1 on a time and material fee basis for a total of \$100,000, inclusive of out-of-pocket expenses that include mileage and printing.

Extraordinary out-of-pocket expenses, major design revisions, and additional services are not included in this proposal, and will be provided, only as necessary and as authorized, on a time-and-materials basis in accordance with the attached Standard Provisions for Professional Services. These fees do not include out-of-scope services outlined above, unanticipated changes in the design, requests for additional improvement options, requests for major modifications of the improvements during design, or after their review.

#### **Exclusions**

This proposal has been prepared to include those services anticipated as being required at this time and includes only those services specifically identified herein. Items not included in this Scope of Services include (but are not limited to):

1. Permitting and permitting fees are not included.
2. Services related to Hazardous waste identification, classification, permitting or handling have not been scoped.
3. Directing the General Contractor in the performance of their work.

#### **Schedule**

McMahon is prepared to begin work immediately upon receipt of the required authorization to proceed. We will execute these services in a timely manner to comply with the project schedule.

#### **Conditions**

The conditions of our original agreement remain in effect and are in accordance with the December 9, 2019 Owner-Consultant Agreement.

We appreciate the opportunity to provide this proposal and look forward to reviewing it with you in greater detail. Should you have any questions, please contact me (413) 875-8990.

If you have any questions regarding this proposal, please feel free to contact me. Thank you for your consideration of our proposal. We look forward to working with you and the Town of Montague on this very important redevelopment project.

Sincerely yours,



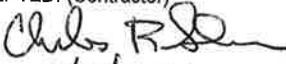
Paul M. Furgal, P.E., PTOE  
Senior Project Manager & Office Lead

Accepted for the Town of Montague, MA

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name)

10B

<b>CONTRACT CHANGE ORDER</b>	
<b>CONTRACTOR:</b> David G. Roach & Sons, Inc.	<b>CHANGE ORDER No.</b> CO1 <b>PROJECT:</b> 5th St Bridge Montague, MA <b>PROJECT No.</b>
<b>OWNER:</b> Town of Montague, MA	<b>ENGINEER:</b> McMahan Associates
<b>DATE OF ISSUE:</b> 5/5/2022	<b>EFFECTIVE DATE:</b> Upon Approval
<p><b>The Contractor is hereby directed to make the following changes in the Contract Documents.</b></p> <p><b>Description:</b></p> <p>Provide Engineering services for installation, web monitoring and removal of tiltmeters on canal wall</p> <p><b>Reason for Change Order:</b></p> <p>Canal wall monitoring during micropile installation is being required by First Light.</p> <p><b>Attachments:</b> <i>(List documents supporting change and justifying cost and time)</i></p> <p>GZA proposal is attached. Pricing on this sheet reflects 5% markup on GZA quote and is based on one month of monitoring. The monitoring fee after the first month will be \$2,825.00 per month, if required. Additional months are not reflected on this sheet.</p>	
<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price: \$ 2,338,664.50	Original Contract Times: <i>(calendar days or dates)</i>
Net changes from previous C. O.'s No. <u>n/a</u> to _____ \$ 0	Net changes from previous C. O.'s No. _____ to _____ <i>(calendar days)</i>
Contract Price Prior to this Change Order: \$ 2,338,664.50	Contract Times prior to this Change Order: <i>(calendar days or dates)</i>
Net Increase (decrease) of this Change Order: \$ \$13,125.00	Net Increase (decrease) of this Change Order: <i>(calendar days)</i> no change due to this CO.
Contract Price with all Approved Change Orders: \$ 2,351,789.50	Contract Times with all Approved Change Orders: <i>(calendar days or dates)</i>
<b>RECOMMENDED: (Engineer)</b>  By: Date:	<b>APPROVED: (Owner)</b>  By: Date:
<b>ACCEPTED: (Contractor)</b> By:  Date: 5/5/2022	<b>REVIEWED: (Funding Agency)</b>  By: Date:



Known for excellence. Built on trust.

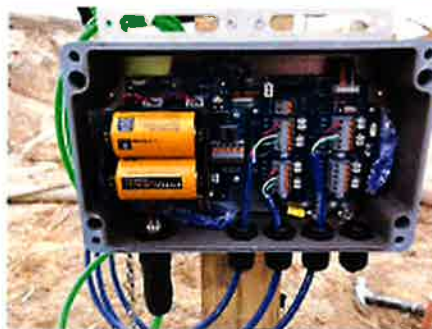


## Statement of Qualifications

# GZA Contractor Services Division Geotechnical and Structural Instrumentation

### Contractor Services

- Geotechnical Instrumentation
- Cloud-based Live Data Hosting
- Automated Construction Monitoring
- Noise & Vibration Monitoring
- Pre-Bid & Value Engineering
- Deep Foundation Testing
- Excavation Support Design
- Groundwater Controls
- Soil & Contaminated Materials Management
- Pre- and Post-Construction Structural Condition Surveys
- Geo-Structural Construction Engineering



### **GZA GeoEnvironmental, Inc.**

249 Vanderbilt Avenue | Norwood, MA 02062  
781.278.3700

32 Offices / 15 States  
[www.gza.com](http://www.gza.com)



Statement of Qualifications  
**GZA CONTRACTOR SERVICES DIVISION**  
**GEOTECHNICAL AND STRUCTURAL INSTRUMENTATION**

## Geotechnical & Structural Instrumentation

GZA has 50+ years of experience providing unique instrumentation solutions and comprehensive engineering analysis for complex construction projects across the United States.

GZA's Contractor Services Division provides a wide spectrum of geotechnical and structural instrumentation services to general contractors, construction managers, engineering firms, owners, and developers. Our staff of dedicated engineers is focused on understanding and satisfying your unique needs through proactive communication, attention to detail, creative thinking, and technical expertise.

Strengthened by the support of 750+ employees in 32 offices, our Contractor Services Division can draw upon GZA's full complement of Core Services to provide additional value beyond geotechnical and structural instrumentation. Collectively, we have the expertise to address complex civil engineering challenges (geotechnical, structural, environmental, ecological, water, etc.) through our extensive, in-house network of engineers, scientists, and technical specialists.



**We aim to be a part of your team's success by implementing creative solutions to unforeseen field conditions to keep projects safe, on budget, and on schedule.**



GZA is empowered by a professional team of "boots on the ground" engineers with decades of hands-on experience. Our diverse instrumentation experience includes tunnels, dams, bridges, open pit mines, building structures, military facilities, earthen embankments, foundations, utilities, highways, and marine facilities.

We leverage long-standing relationships with leading industry manufacturers to provide state-of-the-art, turnkey instrumentation solutions to your project. Our real-time monitoring systems streamline data collection, processing, and visualization so the engineering team can make proactive and informed decisions.

**Pre-project planning, collaborative monitoring system design, professional onsite installation, and expert engineering analysis are what we do best.**

Our constantly evolving, state-of-the-art monitoring systems are designed to proactively and remotely verify design performance, maintain safe working conditions, minimize critical asset risk, increase work productivity and efficiency, and reduce overall project cost. With superior data quality, increased monitoring frequencies, and vastly reduced labor efforts, these systems are more capable and cost-efficient than ever before. Let us know how we can deliver this innovative technology to your team.



Statement of Qualifications  
**GZA CONTRACTOR SERVICES DIVISION**  
**GEOTECHNICAL AND STRUCTURAL INSTRUMENTATION**

Automated Instrumentation and Real-Time Monitoring Capabilities

❖ **Survey Deformation Monitoring**

- Automated Total Stations with Reflective Prisms
- Automated Reflectorless Surface Monitoring
- Automated Convergence Monitoring

❖ **Geotechnical & Structural Instrumentation**

- Displacement Gages
- Extensometers
- Inclinometers
- Piezometers
- Strain Gauges
- Tiltmeters
- Load Cells
- Pressure Cells
- Weather Stations

❖ **Vibration Monitoring**

❖ **Groundwater Monitoring**

❖ **Air / Dust Monitoring**

❖ **Sound / Noise Monitoring**

❖ **Video / Camera Monitoring**

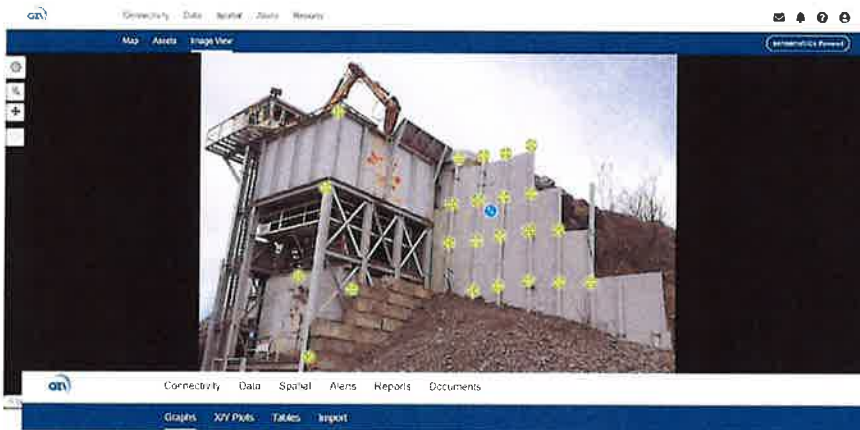




# Statement of Qualifications GZA CONTRACTOR SERVICES DIVISION GEOTECHNICAL AND STRUCTURAL INSTRUMENTATION

## ❖ Automated Data Acquisition Systems

- Real-time data acquisition, processing, and visualization.
- Remote, cloud-based communication and data hosting.
- Flexible communications options (radio, cellular, satellite).
- Flexible power options (solar, battery, hard power).
- Secure, web-based software platform.
- Pre-scheduled automated reporting capabilities.
- Real-time threshold exceedance notification system.
- Customizable data visualization features.
- Cross-platform integration capabilities.
- Data export and import capabilities.
- GIS Asset Management and Data Visualization.







GZA GeoEnvironmental, Inc.



GZA GeoEnvironmental, Inc.  
 249 Vanderbilt Avenue  
 Norwood, MA 02062  
 Phone: (781) 278-5701

**PROPOSAL FOR AUTOMATED  
 INSTRUMENTATION  
 MONITORING SERVICES**

PROJECT:  
 5th Street Pedestrian Bridge

LOCATION:  
 Montague, MA

Proposal No.: 02.P099998.22  
 Proposal Date: April 29, 2022

Prepared By: DAM  
 Approved By: JTZ

**SCOPE OF SERVICES:**

As discussed, GZA proposes to perform automated movement monitoring of the Power Canal canal walls during construction of the proposed pedestrian bridge. Based on our understanding of the project documents and our discussions, the scope of our work will be to furnish, install, and initialize up to two (2) automated wireless Biaxial Tiltmeters to continuously record changes in relative tilt of the canal walls on both sides of the proposed bridge. GZA will provide qualified Engineers to setup and initialize the automated monitoring system including solar power (if grid-based power is not available).

To monitor the proposed movement monitoring system, GZA proposes to furnish, install, and maintain a project specific Limited Access Website to display real-time data collected from the Tiltmeters. All designated Project Team members (including Contractor personnel, Owner, Engineer, etc.) can be granted secure access to the Website. The website will include plan views and movement recorded by each instrument, project thresholds and limiting values, on-demand data downloading, and customizable e-mail alerts to notify users of threshold alarms 24 hours a day, 7 days a week.

We have assumed that the instruments will be located on the existing structures and accessible from the ground surface. If the monitoring locations cannot be accessed safely from ground surface, all access equipment will be provided by Others. The system rental period will commence upon GZA's mobilization to the site and will end once GZA's equipment is returned to our local office. Unit costs have been provided in the Schedule of Fees section below and actual charges may vary depending on the level of effort required and the Contractor's schedule. For estimating purposes, we have assumed a monitoring duration of one (1) month. This includes one (1) week of baseline monitoring.

**SCHEDULE OF FEES:** Our scope of work will be billed based on the following rates:

DESCRIPTION	UNIT PRICE	QTY	EST. FEE
General Mobilization, Equipment Calibration, and Submittals	\$2,000 / Lump Sum	1	\$2,000
Furnish and Install Automated Movement Monitoring System (Furnish, install, and initialize two (2)) rental Automated Movement Monitoring Systems. Includes programming/initialization of website for hosting the data.)	\$6,500 / Lump Sum	1	\$6,500
Automated Web-Based Monitoring (Includes equipment rentals, weekly operation and maintenance of the website for hosting data, daily data reporting, and automated email alerts.)	\$2,500 / Month	1	\$2,500
Demobilization of Movement Monitoring Systems	\$1,500 / Lump Sum	1	\$1,500
OPTIONAL SERVICES			
Contractor Support Services (includes time requested for site visits, written recommendations, non-routine maintenance, or other requests for support services beyond the scope described above. Portal to portal.)	\$150 /Hour	0	\$0
<b>ESTIMATED TOTAL =</b>			<b>\$12,500</b>



**Conditions and Exclusions**

The following assumptions and exclusions apply to our proposed scope of services and our integral to our proposed fees:

- Our pricing is contingent upon review and approval by the Project Team. Changes made to the proposed system or scope (instrument quantities, locations, and durations) may result in increases or decreases to the overall price.
- The Contractor shall coordinate safe access to all instrument locations with the appropriate parties and other private property owners, if necessary. Safe access and equipment (docks, anchored fall protection systems, etc.) for the installation of the monitoring systems will be provided by Others, if necessary.
- GZA excludes any labor claimed by local unions.
- We assume Level D personal protective equipment (PPE) is required for GZA.
- Site restoration resulting from instrumentation installation/decommissioning is excluded.
- GZA will demobilize and retain ownership of all recoverable automated monitoring equipment (Tiltmeters, Dataloggers, Solar Panels, Batteries, etc.) at the completion of monitoring.
- All location plans and manual optical survey associated with instrument layout, as-builts, and construction monitoring is not considered a part of our scope and will be performed by Others.
- Threshold and limiting values for all instruments will be determined by Others. Others will be responsible for all mitigation plans and/or remedial measures required if instrumentation threshold and limiting values are exceeded.
- The Contractor will assume all responsibility for proper care, protection, and maintenance of GZA equipment. In the event that GZA's equipment is damaged, charges for repair or replacement will be at cost + 15%.

**CONDITIONS OF ENGAGEMENT:**

Conditions of Engagement are described in these Conditions and Exclusions and our previously executed subcontract agreement. This proposal assumes that a mutually acceptable schedule of fieldwork will be developed. This quotation is based on the anticipated scope of work outlined above, which represents our present judgment as to the level of effort required. This proposal assumes that no retainage will be withheld from GZA's progress payments. This proposal is valid for a period of 90 days from the above date. If you have any questions or require additional information, please contact Justin Zarrella at (401) 837-5653 or Bradford Roberts at (781) 278-3840.

**ACCEPTANCE:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***Please return one signed copy to GZA***



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

### Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by GZA GeoEnvironmental, Inc.

Client ("You"):

Proposal No: 02.P099998.22

Site: 5<sup>th</sup> Street Pedestrian Bridge – Montague, MA

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.**

**1. Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.

**2. Standard of Care; Warranties.**

- a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
- b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
- c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
- d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

**3. Payment.**

- a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

**4. Your Responsibilities.**

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
  - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
  - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and



- (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
- 5. Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
- 6. Underground Facilities.** GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
  - (ii) that are not correctly marked by the appropriate utility.
- 7. Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**
- 8. Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 9. GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10. Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.
- 11. Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered



may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

**13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

**14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

**15. Confidentiality; Subpoenas.** Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**16. Insurance.** During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

**17. Indemnification.** You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

**18. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.



**19. Disputes.**

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**20. Miscellaneous.**

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

**WendyB-Montague Selectboard**

---

**From:** Airport - Bryan Camden  
**Sent:** Thursday, May 5, 2022 5:30 AM  
**To:** WendyB-Montague Selectboard  
**Cc:** StevenE - Montague Town Administrator  
**Subject:** Airport Grant Assurances

Hi Wendy,

I have 5 Grant Assurances that I would like to have the board review and execute at the next meeting. I have only gotten one of the 5 in the mail, but as they come in, they can be executed. They have all been accepted by the Airport Commission at our April 2022 Meeting.

- 1. ASMP-2022-OB5-36 "Pioneer Aviation Planning Focus Study" \$38,400.00
- 2. ASMP-2022-OB5-37 "Solar Canopy Overages" \$28,000.00 (Multi Year Offering)
- 3. ASMP-2022-OB5-38 "Obstruction Beacon Refurbishment" \$6,940.00
- 4. ASMP-2022-OB5-39 "Purchase John Deere 331G" \$33,000.00 (Multi Year Offering)
- 5. ASMP-2022-OB5-40 "Building Safety Upgrades and Repairs" \$22,950.00

I will bring the hard copies to you on Monday as I prepare them.

Thanks,  
Bryan  
Turners Falls Municipal Airport  
Airport Manager





Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Jamey Tesler, Secretary & CEO  
Jeffrey DeCarlo, Administrator



**GRANT ASSURANCES**  
**Turners Falls Municipal Airport**

Pioneer Aviation Planning Focus Study  
ASMP Project No. # ASMP-2022-0B5-36  
State Grant No. ASMP220B5360B5PSTUDY

**A. Definitions.**

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Turners Falls Municipal Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Montague Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Montague.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant Agreements dated 04/25/2022 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Montague.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean Pioneer Aviation Planning Focus Study and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the Airport Commission and the Aeronautics Division.

**B. General.**

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.

2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

**C. Duration.**

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

**D. Certifications by the Airport Commission**

1. The Airport Commission hereby assures and certifies that it will comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
  - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
  - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
  - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
  - d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
  - e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;
  - f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
  - g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total

cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;

- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a Aeronautics Division grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

**E. Certification of the Chairman of the Board of Selectmen of Montague.**

- 1. Notwithstanding any powers that may be granted to the Board of Selectmen of Montague the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.
- 2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
- 3. The Town hereby assures, certifies and acknowledges that:

- a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
  - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
  - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
  - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
  - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
- a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
  - b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and
  - c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.

5. The Board of Selectmen hereby assures and certifies that it has authorized their Chairman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

**F. Accounting System, Audit and Record Keeping Requirements.**

1. The Airport Commission hereby covenants and agrees to:
  - a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
  - b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
  - c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
  - d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

**H. Conformity to Plans, Specifications and Aeronautics Division Approvals.**

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

**I. Airport Operation and Maintenance.**

1. The Airport Commission shall operate the Airport for:

- a. the aeronautical benefit of the public using the Airport;
  - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
  - c. the uses intended by the Aeronautics Division in the award of this funding grant; and
  - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.
  3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
  4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.
  5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
  6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division.

**J. Compatible Land Use.**

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the

Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

**K. Economic Nondiscrimination.**

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.
6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

**L. Airport Revenues.**

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.
2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an

Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

**M. Reports and Inspections.**

1. The Airport Commission shall, upon reasonable request:
  - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
  - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
  - c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and
  - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
    - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
    - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

**N. Airport Layout Plan.**

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
  - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
  - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and
  - c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.



2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
  - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
  - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

**O. Civil Rights.**

1. The Owner and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

**P. Disposal of Land and Airport Facilities.**

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

**Q. Foreign Market Restrictions.**

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**R. Future Grants.**

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

**S. Successors.**

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

**IN WITNESS WHEREOF**, the Airport Commission and the Chairman of the Board of Selectmen of the Town of Montague certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

Montague Airport Commission  By: _____  Title: Chairman  Date: _____	I hereby certify that _____ is the Chairman of the Montague Airport Commission and was authorized to execute these Grant Assurances on behalf of the Montague Airport Commission by a vote taken on _____, a copy of which is attached and made a part hereof.  _____ Reporting Secretary
--	--

Chairman of the Board of Selectmen, Town of Montague  By: _____  Date: _____	I hereby certify that _____ is the Chairman of the Board of Selectmen for the Town of Montague and has been authorized to execute these Grant Assurances on behalf of the Town of Montague on this day _____, 20____.  _____ Town Clerk, Town of Montague
--	--

**From:** [StevenE - Montague Town Administrator](#)  
**To:** [Matt Lord](#)  
**Cc:** [WendyB-Montague Selectboard](#)  
**Subject:** Opioid Settlement - Montague Share  
**Date:** Monday, May 2, 2022 5:22:13 PM

---

Hi Matt

The state has published a workbook of allocations for opioid abatement funds that will flow to each municipality. They will be paid out annually beginning in July 2022 through 2038. Montague's share will be quite small - \$61,272 over the total period. We can expect to receive \$6,890 in 2022 and \$3.652 in 2023, and continue somewhat unpredictably in a narrow range just below that in the out years. So, not much to work with and likely a candidate for pooling resources with other FC communities to try to create enough funding to do something meaningful at the county level.

<https://www.mass.gov/doc/max-municipal-abatement-payments-alphabetized-by-town/download>

Let me know if you'd like to add this to our next meeting agenda.

Steven Ellis  
Montague Town Administrator  
One Avenue A  
Turners Falls, MA 01376  
413-863-3200 x110  
[www.montague-ma.gov](http://www.montague-ma.gov)

Pronouns: Him/His (or just call me Steve)

F-0211  
April 22, 2022

Steven Ellis - Town Administrator  
Daniel Wasiuk - Director of Public Health  
One Avenue A  
Turners Falls, MA 01376

Re: **Public Notification of RNF Submittal  
Actuator Hydraulic Leak  
1 Gatehouse Avenue  
Turners Falls, MA  
RTN 1-21504**

To whom it may concern:

In accordance with the Public Notification procedures of the Massachusetts Contingency Plan (MCP) 310 CMR 40.1403, we are hereby notifying you of the submittal of a Release Notification Form (BWSC-103 form) associated with a release of an unknown volume of hydraulic oil to the surface water of the Connecticut River at the gatehouse of the Turners Falls dam.

On February 23, 2022 at approximately 10:30 AM, yellow staining was observed on the ice accumulated around pistons 7 and 8 below bascule Gate #4 of the Turners Falls Dam. It was determined that an unknown volume of hydraulic oil was released from a bascule gate hydraulic line, causing a sheen on the surface water of the Connecticut River in the immediate vicinity of the gate. An oil sheen on surface water constitutes a reportable release in accordance with MCP requirements. The Massachusetts Department of Environmental Protection (MassDEP) was notified of the release on February 22, 2022 at 12:20 PM by Firstlight and the National Response Center (NRC) was notified at 4:11 PM. Subsequently, MassDEP issued a Notice of Responsibility and assigned Release Tracking Number (RTN) 1-21504 to the release.

Based on visual inspection of the surface water in the vicinity of the dam and locating the source of the hydraulic oil release, Tighe & Bond is submitting an Immediate Response Action (IRA) plan to MassDEP outlining the necessary actions to mitigate the release and repair the leaking hydraulic line.

In accordance with MCP regulations, Public Involvement Activities are available under 310 CMR 40.14000. If you have any questions regarding this correspondence, please feel free to contact me at (413) 562-1600.

Very truly yours,  
**TIGHE & BOND, INC.**



Jeffrey Arps, LSP  
Director, Remediation & Field Services

cc: MassDEP - WERO