MONTAGUE SELECTBOARD MEETING VIA ZOOM Monday, June 13, 2022 AGENDA

Join Zoom Meeting: https://us02web.zoom.us/j/89002421705

Meeting ID: 890 0242 1705 Password: 843595 Dial into meeting: +1 646 558 8656

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

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 11 and June 6, 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 Tyler Finnegan, Republic Services Company Response to Recent Trash Collection Problems 6. 6:50 Chris Williams, Police Chief Execute Agreement with BadgeQuest to conduct a Police Sergeant Assessment Center 7. 7:00 Suzanne LoManto, Assistant Town Planner Use of Public Property: Spinner Park on July 2, 2022, 4:00 – 4:45 PM Entertainment Permit: "Toy Piano Duo", July 2, 2022, 4:00 – 4:30 PM Use of Peskeompskut Park: Fairy House Day, August 28, 2022, 12:00 PM - 7:00 PM

8. 7:05 Ann Fisk, Montague Mug Race

Meeting Being Taped

- Use of Public Property: Montague Center Common and Montague Streets, August 20, 2022, 7:00 AM to 7:00 PM
- 9. 7:10 Chelsey Little, WPCF Superintendent
 - FY2022 2nd Half Sewer Abatements
 - Request to Change Facility Name
 - Personnel Board: WPCF Lab Manager Job Description and Hiring
- 10. 7:20 Mike Kane, Eversource
 - Update on Double Utility Poles in Montague
- 11. 7:30 Walter Ramsey, Town Planner
 - Update re: Refocusing of Fifth Street Pedestrian Bridge Project
 - Execute Land Development Agreement and Deed Relating to the Sale of 500 Avenue A to Nova Real Estate, LLC
 - Authorize Professional Services Agreement with Thomas Douglas Architects in the Amount of \$28,500 for the Town Hall Basement and Annex Reuse Feasibility Assessment. To be funded by a REDO grant from the Western MA EDC.

Selectboard Agenda June 13, 2022 Page 2

12. 7:40	 CDF-G-220-Montague-00896 Authorization to disburse payment #6 in the amount of \$3,940 to Berkshire Design for Avenue A Streetscape Phase III Construction Administration Fees Discussion for re-allocating uncommitted FY20 CDBG Funds
13. 7:50	Jeff Singleton, FRTA Advisory Board ● FRTA Advisory Board Bylaw Proposal
14. 8:00	 Personnel Board Job Descriptions: Assistant Town Administrator Administrative Assistant Appoint Hiring Committee for Assistant Town Administrator's Position
15. 8:10	 Montague Asset Management Project Execute Grant Agreement with the Mass. Clean Water Trust for Asset Management Project (#CWSRF-7015) Grant (CWA-22-04), \$150,000 Execute PRA Description Transmittal Form, PRA No.: CWA-22-04
16. 8:15	Administrative Assistant's Business • Update on Santo Taco Hearing with ABCC
17. 8:20	CD Development Discretionary: Use of \$20,000 for Town Hall Basement Renovation
18. 8:30	 Airport End of Year Transfers: \$32,789.00 from Airport Long Term Principal to Airport Operational Budget, Building & Grounds Maintenance \$1,770.45 from Airport Long Term Interest to Airport Operational Budget, Electricity
19. 8:40	 Town Administrator's Business Request for Clothing Allowance for WPCF Superintendent Notice of Sewer Manhole Night Flow Observations in Turners Falls and Millers Falls FERC Relicensing Update and Consideration of Special Counsel (\$2,500) Plan for Improved Hybrid Meeting Capacity Topics not anticipated in the 48 hour posting
20. 8:50	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:

Next Meeting: Selectboard, Monday, June 27, 2022 at 6:30 via ZOOM



AGREEMENT FOR POLICE SERGEANT ASSESSMENT CENTER SERVICES

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and BadgeQuest, Inc. with an address of P.O. Box 1491, Plymouth, MA 02362, hereinafter referred to as "Contractor", effective as of the __13__ day of _____, 2022. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with a Police Sergeant Assessment Center, including the scope of services set forth in Attachment A: Request for Quote Sergeant Civil Service Assessment Center; Attachment B: BadgeQuest Public Safety Consultants RFQ Response; and Attachment C: DELEGATION AGREEMENT FOR A SOLE ASSESSMENT CENTER Between the Montague Police Department and the Massachusetts Human Resources Division Requisition #8589

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing <u>June 14</u>, <u>2022</u> through <u>September 15, 2022</u>.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Exhibit 1 upon completion of the project. Total Cost for Assessment Center of 3 – 5 Candidates, \$7,449.00 or 6 – 10 Candidates \$9,449.00 which includes all transportation and material costs required for the project.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

- 1. This Agreement.
- 2. Amendments, or other changes mutually agreed upon between the parties.
- 3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

- 1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
- 2. Violation of any of the provisions of this Agreement by the Contractor.
- 3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under

this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any

subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

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Bodily Injury Liability: \$1,000,000 per occurrence
Property Damage Liability \$500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence;
\$3,000,000 aggregate

Automobile Liability

Bodily Injury Liability: \$1,000,000 per occurrence
Property Damage Liability \$500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This

Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the M	Iassachusetts General Laws, Section 49A(b), I,
, authorized si	ignatory for the Contractor do hereby certify under the
pains and penalties of perjury that said Co	ontractor has complied with all laws of the
Commonwealth of Massachusetts relating	g to taxes, reporting of employees and contractors, and
withholding and remitting child support.	
Social Security Number or Federal Identification Number	Signature of Individual or Corporate Name
	By: Corporate Officer (if applicable)
	arties hereto have caused this Agreement to be execute
on the day and year first above written. CONTRACTOR	TOWN OF MONTAGUE
Ву	by its Selectboard
Printed Name and Title	
Approved as to Availability of Funds:	
Town Accountant (\$)	
30276/99999/0003 Contract Sum	

Town of Montague Request for Quote Sergeant Civil Service Assessment Center

The Town of Montague would like to receive your quote to perform an assessment center for the Civil Service position of Montague Police Sergeant. The Assessment Center will be used to evaluate up to ten (10) candidates, with bid contingencies for either one or two assessment panels as shown on the Bid Quote Sheet (Exhibit 1).

Montague is a Civil Service community with a police force consisting of 17 individuals including the Chief, as well as five full-time dispatch staff. The assessment center will be conducted in accordance with a delegation agreement between the State (HRD) and the Town of Montague (attached) and will be expected to meet all the requirements established for that purpose.

Under this agreement, the Town of Montague will hire a consultant to develop, construct, validate, administer and score a Police Sergeant Assessment Center. With the exception of additional points as required by statute or rule, including credit for employment or prior experience in the position of Police Sergeant, this delegated process will be used as the sole basis for scoring and ranking candidates on an eligible list.

Scope of Work

- Communicate with the Massachusetts Human Resources Division (HRD) throughout the Assessment Center design and implementation process to ensure compliance with all HRD Civil Service standards.
- Conduct a job analysis of the Police Sergeant position as a basis for determining the
 essential knowledge, skills, abilities and personal characteristics for the position. The
 job analysis shall include three basic components:
 - Interview Police Chief to ensure understanding of department needs and priorities relative to the position;
 - Perform a complete analysis of the Police Sergeant job position to determine key tasks associated with the position; and
 - Review the job description and all relevant department documents pertaining to the requisite knowledge, skills, abilities and personal characteristics of the position. Bring any inconsistencies between the job description and the job analysis to the attention of the Town Administrator.
- Design minimum of six assessment center exercises to evaluate the knowledge, skills, abilities and personal characteristics required of the position of Montague Police Sergeant.

- Manage and implement candidate notification, exercise design, content and scoring consistent with the requirements of the Massachusetts Human Resources Division (HRD) Delegation Agreement.
- Provide for professional administration of all processes to ensure that they are well organized, well planned and efficient.
- Ensure that despite all candidates are treated with the utmost care and respect throughout what can be a stressful exercise.

Note: The job analysis shall provide the foundation for the assessment center exercises. The exercises shall be designed based upon the duties incumbent on the position and the needs of the department. After gathering the above mentioned information, the chosen vendor shall design and implement the Assessment Center. The candidates shall be evaluated based upon the eight most essential KSAP's (knowledge, skills, abilities and personal characteristics).

Established Protocols Associated with this Project

- <u>Candidate orientation</u>: Prior to the commencement of the Assessment Center, the vendor will conduct an orientation with the candidates. The orientation will explain the process, the KSAP's being evaluated and the scoring system. All candidates will be given an opportunity to ask questions.
- Anonymity: Each candidate will be identified during the exercises by randomly assigned names. Assessors will not be told of the candidate's actual identifies or histories until after all exercises and scoring have been completed.
- <u>Security:</u> Prior to the administration of the Assessment Center, the specific content of the exercises will be known only to the vendor and the Massachusetts Human Resources Division. At the conclusion of the exercises, all documents relating to the process will be collected and maintained by the vendor.
- Equity: A specific amount of time will be allocated for each exercise. All exercises will be terminated at the end of the allocated time. Each candidate will be given the exact same instructions prior to the beginning of each exercise. The order in which candidates participate will rotate for each exercise. The role-players and their instructions will also be the same for each specific exercise.
- Respect: The vendor will do all in his/her power to ensure that all candidates are treated with the respect that they are due.
- <u>Laws/Regulations</u>: All laws as they pertain to State and Federal employment/hiring laws/practices, Massachusetts Human Resources Division and Massachusetts Civil Service Commission rules and regulations shall be adhered to in all Assessment Centers.

All quotes shall assume the inclusion of all of the following:

- Being fully cognizant of and complying with all requirements of law and the standards established by the Massachusetts Human Resources Division in the Delegation Agreements.
- Designing an Assessment Center of no less than 6 exercises.
- Including three or more expert assessors in the assessment panel(s).
- Conducting an assessor training.
- Conducting a candidate orientation.
- Video and audio recording of all role-playing exercises.
- Maintaining consistency with Civil Service rules and regulations, and applicable statutes, including taking appropriate measures to acquire Civil Service certification of the Town's selection.
- Holding post-process follow-up meetings with any candidate, if requested, to discuss their individual performance.

<u>Timeline</u> - Vendors shall include a schedule showing the anticipated amount of time required to complete all tasks.

EXHIBIT 1

Town of Montague Sergeant Civil Service Assessment Center

Price Quote Sheet

The following quote is to design, implement, and manage a Police Sergeant Assessment Center process as described in the Town of Montague's Request for Quotes released June 1, 2022. The quote below commits the vendor to completion of the work as described in that RFQ, along with any other tasks normally associated with the Assessment Center process to performing said scope of work for a fixed fee sum.

Total Cost for Assessme	ent Center of <u>3 to 5</u> Candidates:	\$
Total Cost for Assessme	nt Center of <u>6 to 10</u> Candidates:	\$
Company Name:		
Address:		
S.		
Authorized Representati	ve (printed):	
Authorized Representation	ve (signature):	
	Date:	



Proposal to Conduct a Police Sergeant Assessment Center

Montague, Massachusetts

June 7, 2022

BadgeQuest, Inc. P O Box 1491 Plymouth, MA 02362 508-965-2310 info@badgequest.com





Board of Selectmen Town of Montague 1 Avenue A Turners Falls, MA 01376

June 7, 2022

BadgeQuest, Inc. is pleased to submit the following proposal to conduct an Assessment Center for the position of Montague Police Sergeant. BadgeQuest is a Massachusetts based public safety consulting firm specializing in Police and Fire command rank selection processes. Since its inception in 2001, BadgeQuest has attained a reputation of providing extraordinarily high quality service at reasonable fees.

We are prepared to comply with all requirements of a Delegation Agreement between the Town of Montague and the Commonwealth of Massachusetts Human Resources Division as well as your specific needs.

To ensure that the highest standards are attained in this selection process we will assemble a team of highly experienced and qualified professionals. I will personally direct this process.

We appreciate the opportunity to submit this proposal. It would be a privilege to assist the Town of Montague in this important endeavor and we hope that we are given the opportunity to do so.

If you have any questions regarding this proposal, please feel free to contact me.

Sincerely,

Dylan M. Cogswell

Dylan M. Cogswell President BadgeQuest, Inc.

Proposal

BadgeQuest proposes to design and administer a Police Sergeant Assessment Center for the position of Montague Police Sergeant. The entire process, including exercise content, will be consistent with the requirements of the Massachusetts Human Resources Division (HRD).

BadgeQuest Assessment Center Overview:

An Assessment Center is a process to test and evaluate the leadership, administrative and management skills of executives and managers. In an Assessment Center, candidates participate in a series of exercises and are evaluated on their performance in each exercise using a series of predetermined criteria, often called competencies. Our Assessment Centers evaluate competencies such as leadership, planning and organizing, written and oral communication, decision-making, and interpersonal relations. This process provides information about the candidates that is unattainable solely from written tests, interviews or other means.

Our Assessment Center exercises will be <u>custom designed</u> to meet the unique needs of <u>your</u> police department and community. They are professionally administered to ensure that the process is valid, realistic and consistent with your needs. We pride ourselves on administering a process that is well organized, well planned and efficient. We also ensure that despite the inherent stress involved, all candidates are treated with the utmost respect. BadgeQuest adheres to the <u>Guidelines for Ethical Considerations for Assessment Center Operations</u> established by the International Task Force on Assessment Center Guidelines.

Assessment Center Implementation and Content

BadgeQuest proposes to design and administer a Police Sergeant Assessment Center comprised of no less than 6 exercises. All exercises will be designed in a manner consistent with requirements set forth in the Massachusetts Human Resources Division Delegation Agreement.

Job Analysis

To identify the essential knowledge, skills, abilities and personal characteristics required of the position, we will conduct a job analysis. The analysis will provide the foundation for the development of the Assessment Center exercises. There will be three elements included in the job analysis.

Preliminary Interviews: BadgeQuest will interview the Chief of Police to become familiar with the demographics and the needs of the Montague Police Department and to identify the specific knowledge, skills, abilities and personal characteristics (KSAPs) to be evaluated during the Assessment Center.

- The dissemination, collection and review of a comprehensive job inventory: The inventory will measure both the frequency and criticality of more than 170 management, supervisory and policing tasks associated with the police rank to be evaluated.
- A thorough review of job description and related department documents: BadgeQuest will review the job description and all relevant department documents pertaining to the requisite knowledge, skills, abilities and personal characteristics of the position.

Preliminary Interviews/Stake-holder Input - Department Profile

Prior to designing the Assessment Center Exercises, we will speak with the Chief of Police to identify community and department needs and priorities as they pertain to the position of a Montague Police Sergeant. We will review all relevant department documents pertaining to the requisite knowledge, skills, abilities and personal characteristics required of a Montague Police Sergeant. All information gathered will provide the foundation for the design of Assessment Center Exercises that are consistent with the job-related duties of a Montague Police Sergeant.

Exercise Design

In full compliance with the Commonwealth of Massachusetts Civil Service rules and regulations, after gathering the above-mentioned information, BadgeQuest will design and administer the Assessment Center. The assessors will be highly qualified and experienced subject matter experts.

BadgeQuest will:

- Design a total of no less than 6 Assessment Center Exercises
- Provide an on-site Lead Consultant and Assessment Center Administrator
- Provide 3 subject matter experts as assessors (all current or retired Police Chiefs)
- Conduct assessor training
- Conduct an on-site orientation for the candidates
- Coordinate all phases of the Assessment Center process
- Comply with all requirements of law and the standards established by the Massachusetts Human Resources Division in the Delegation Agreement
- Provide scoring information to the Massachusetts Human Resources Division consistent with their requirements
- Provide brief follow up interviews with candidates, if requested, to discuss their performance

Protocol

- Review of Process with Candidates: In advance of the Assessment Center Exercises, an orientation will be conducted with the candidates. The orientation will explain the process, the qualities being evaluated and the scoring system. It will also afford candidates the opportunity to ask questions.
- Anonymity: Each candidate will be identified throughout the exercises by a randomly assigned number. Candidates will then be assigned to participate in the exercises in rotating order. Additionally, all written work is blind graded. The assessors will not be told of candidates' actual identities or histories until after all exercises and scoring has been completed.
- <u>Security:</u> Prior to the administration of the Assessment Center, the specific content of the exercises will be known only to BadgeQuest. At the conclusion of the exercises, all documents relating to the scoring/evaluation process will be collected and maintained by BadgeQuest.
- Equity: A specific amount of time will be allocated for each exercise. All exercises will be timed and terminated at the end of the allocated time. Each candidate will be given the exact same instructions prior to the beginning of each exercise. The role-players and their instructions will also be the same for each specific exercise.
- Respect: Although our exercises are challenging, we recognize the stress associated with a selection process. Therefore, we will do everything within our power to ensure that all candidates are treated with the respect that they are due. At the conclusion of the exercises, candidates will be asked to critique our process. The universal response from candidates has been that they were treated fairly and the process was a valuable learning experience.
- <u>Laws/Regulations</u>: All laws as they pertain to State and Federal employment/hiring laws/practices and Massachusetts Civil Service Commission rules and regulations are adhered to in our Assessment Centers.
- <u>Digital Video/Audio Recording:</u> The Assessment Center Exercises will be video and audio recorded and those recordings will be maintained until the expiration of any appeal.
- Assessor Orientation: All Assessors are provided with an Assessor Orientation in which the Assessment Center protocols are reviewed along with the scope of the exercises, the role-playing exercises and parameters, the definitions of the Knowledges, Skills, Abilities and Personal Characteristics, and scoring. Each Assessor must sign a statement of Understanding and Impartiality.

Timeline

BadgeQuest is prepared to commence this process <u>immediately</u> and will exercise due diligence in assuring a timely completion.

Week 1 - Interview Chief of Police. Develop Department Position Profile. Obtain relevant Department documents. Disseminate Essential Functions/Task Analysis.

Week 2 - Submit required Vendor Form to HRD. Commence development of the assessment center.

Week 3-6 - HRD will post the Exam Notice

Week 8 (or at convenience of the Town) - Conduct on-site candidate orientation. The following day, administer Assessment Center. Within 2 days following assessment center, submit Assessment Center scores to HRD.

The BadgeQuest Difference

- BadgeQuest Assessment Center panels are comprised of <u>three assessors</u>. Some other vendors only use <u>two</u> assessors to cuts costs.
- BadgeQuest only uses assessors that are current or retired <u>Chiefs</u> with vast experience. Other vendors use non-Chiefs as assessors. In our view, non-Chiefs simply do not possess the requisite technical knowledge necessary for public safety promotions.
- In order to attract and retain the best assessors, BadgeQuest compensates its assessors at 30-40% more than other vendors. Some other vendors even use one-time volunteers.
- BadgeQuest assessment center exercises are custom designed for <u>your</u> Department.
- BadgeQuest's experience is extensive. Please contact any of our references.

Billing

BadgeQuest will invoice the Town upon completion of the project.

<u>Insurance</u>: BadgeQuest, Inc. carries full general and professional liability insurance and will provide proof of same.

Town agrees to provide a suitable location for conducting the Assessment Center.

BadgeQuest Project Team

<u>BadgeQuest limits its practice to the provision of Public Safety related services.</u> Our team consists of individuals with a unique combination of technical skills and a deep commitment to the police and fire professions. As evidenced below, all team members have been, or are currently, Chiefs of Police Departments with considerable experience in *public safety personnel management* and the Assessment Center process.

The final selection of assessors is based on availability and the Town's approval.

Chief Robert J. Pomeroy, Esq. (Ret)

Chief Robert J. Pomeroy, Esq. began his law enforcement career with the Plymouth County Sheriff's Department. He was later appointed a Patrol Officer with the Town of Plymouth Massachusetts Police Department and rose through the ranks serving as a Detective, Prosecutor, Sergeant, Lieutenant and Captain. At the age of 38, he was appointed Chief of Police in Plymouth, MA and served nearly sixteen years as Chief before his retirement.

Chief Pomeroy has earned a Bachelor's degree in History, a Master of Science in Criminal Justice Administration, and a Juris Doctor, *cum laude*. He is admitted to practice law in Massachusetts and in various Federal Courts.

Chief Pomeroy is a graduate of the FBI National Academy, and the FBI Law Enforcement Executive Development Program at Quantico, VA. He was past president of the Plymouth County Police Chief's Association and the Southeastern Massachusetts Police Chief's Association.

Governor Mitt Romney appointed Chief Pomeroy to the Massachusetts Joint Labor-Management Committee where he served from 2001–2006 and was the Vice-Chair for management.

Currently, Chief Pomeroy provides risk management consulting, litigation support, and licensed investigative services to law firms, municipalities and business clients. From 2014 -2021, he was also the President of BadgeQuest, Inc., a public safety consulting firm that provides police chief and fire chief recruitment, promotional testing, and assessment centers.

Since 2005, Chief Pomeroy has volunteered as a certified ombudsman for the United States Department of Defense, Massachusetts Committee for the Employer Support of the Guard and Reserve (ESGR). He serves as the Vice-Chair in MA.

Chief Michael Whalen (Ret), Esq. Assessor

Mike Whalen began his law enforcement career with the Hartford, CT Police Department in 1974. During his 20- year tenure with the Department he completed assignments in a variety of Operations and Administration assignments including the Patrol Division, Major Crimes, Emergency Response Team, Community Policing Unit, Traffic, and the Communications Unit. He was promoted to Sergeant in 1982 and Lieutenant in 1991. Chief Whalen retired from the Department in 1994 after completing a 2- year assignment coordinating all discipline and civil litigation matters.

Following a short career defending police officers and police agencies in legal matters in state and federal court, Chief Whalen reentered the law enforcement profession when he was appointed as the first Police Chief of the Connecticut State Capitol Police. Chief Whalen established organizational standards and policies and procedures to ensure that the agency met national accreditation standards.

Mike continued on to lead the Farmington, CT and Dennis, MA police departments. All 3 departments maintained state or CALEA accredited status. During his 17 years as a Police Chief he has participated in over 2 dozen entry level or promotional processes and has hired or promoted over 30 police officers.

In addition to his police chief duties he has volunteered for a variety of professional and community endeavors in Connecticut and Massachusetts to include:

- Co- Chair Connecticut Chiefs of Police Accreditation Committee
- President, Capitol Region Chiefs of Police Association
- President, Cape Cod Regional Law Enforcement Council
- Co- Chair of Emergency Planning Committees in Massachusetts and Connecticut
- Completed over 3 dozen assessments as a team leader for Connecticut,
 Massachusetts or CALEA accreditation programs
- POST- certified instructor and adjunct faculty member Northwestern Connecticut Community College
- Massachusetts Joint Labor Management Committee management panel member
 Police and Fire contract arbitration hearings

Chief Mark Pawlina Assessor

Chief Mark R. Pawlina has served since 2006 as Chief of Police in Chatham, Massachusetts. In 2011, Chief Pawlina also served concurrently as the Interim Town Manager in Chatham for 4 months.

Prior to 2006, Chief Pawlina served in the capitol city of Hartford, CT Police Department, a department of 500 employees, for over 22 years, holding assignments as Patrol District Commander, Chief of Detectives, Commander of Major Crimes Detective Division, Gang Task Force supervisor, Internal Affairs and as Assistant Chief.

In 2004, Chief Pawlina was appointed as the Acting Chief of Police in Hartford, serving as the Acting Chief for 6 months.

Chief Pawlina is the recipient of several exemplary service and merit awards. Chief Pawlina has a Bachelor's Degree in Economics from UCLA, a Master's Degree in Criminal Justice from Boston University and a Certificate of Insurance and Risk Management from the College of Insurance. Chief Pawlina has completed command level programs with the FBI-LEEDA program and the PERF Senior Management In Policing program. Chief Pawlina is married with four children.

DELEGATION AGREEMENT FOR A SOLE ASSESSMENT CENTER

Between the Montague Police Department and the Massachusetts Human Resources Division Requisition # 8589

The Montague Police Department has chosen to utilize a delegated Assessment Center for the selection process for Police Sergeant. With the exception of additional points as required by statute or rule, this delegated selection process for Police Sergeant will be used as the sole basis for scoring and ranking candidates on an eligible list.

I. It is agreed that:

- 1) HRD authorizes Regina Caggiano, Director of Civil Service, (617) 878-9747, and/or her designee to act as its representative in all matters relative to this delegation agreement. Primary responsibility for the administration of all delegated civil service functions, as described herein, for the Montague Police Department will be assigned to Richard Kuklewicz, who will serve as Delegation Administrator. They, or their designee, will be responsible for all matters relative to this delegation agreement.
- 2) Periodic or random audits of all examination materials, examination records, and/or delegated personnel transactions may be conducted at any time by representatives from HRD. All examination materials, records, ledgers and correspondence relating to the delegated functions shall be made readily available and accessible to HRD upon request. HRD may also at its option attend the administration of the examination as an observer. HRD retains the rights to review, retain, approve, and/or disapprove any and all examination related materials and/or records, before or after the administration of the examination, at its discretion
- 3) A report on any audit findings regarding delegated personnel transactions will be made available to the Delegation Administrator. Any corrective action as a result of the audit findings, must be taken by the Montague Police Department within thirty 30 days from receipt of the audit report. A written report of that corrective action shall be submitted to HRD.
- 4) The Human Resources Division will be responsible for notifying the Delegation Administrator on a timely basis of any changes in the law or regulations which may affect the delegated functions.
- 5) HRD reserves the right to take action, up to and including rescinding this agreement if the Montague Police Department or Assessment Center Vendor violates this delegation agreement.
- 6) HRD will be available to the Delegation Administrator throughout the delegation process and HRD will provide technical assistance to the Delegation Administrator upon request.
- 7) Changes in approved procedures for the administration of the delegated functions as outlined in this agreement may not be made without the review and approval of both parties. No duties may be assumed by the Delegation Administrator which have not been authorized by this agreement or subsequent attachment.
- 8) The cost of all services, forms, and materials provided directly by HRD shall be assumed by HRD unless otherwise agreed to by both parties. All other costs involved in the delegation of the functions set forth herein will be the responsibility of the Montague Police Department.
- 9) The Montague Police Department will pay HRD \$500 for its role in the administration of the Assessment Center. Payment must be remitted to HRD prior to the release of the scores.
- 10) Education and Experience is a component of this sole Assessment Center. The component weights will be 80% Assessment Center and 20% Education and Experience. Candidates are responsible for payment of \$250 each to HRD, for the Education and Experience administration. HRD will develop and score the Education and Experience.

- 11) A department promotional examination has been requested, therefore candidates will need to meet the eligibility criteria of a department promotional examination.
- 12) Individual candidate scores from the Assessment Center shall only be available to the individual candidates and HRD.
- II. The Montague Police Department shall:
 - Except as otherwise stated in this agreement, pay all attendant costs associated with the development, administration, and scoring of the Police Sergeant assessment center.
 - 2) Ensure proper posting of the examination announcement in all Department stations.
 - 3) Be responsible for issuing notice to all candidates of any training materials that will be distributed to, or study sessions conducted for, applicants prior to the administration of the assessment center in order to familiarize them with assessment center procedures.
 - 4) Coordinate with HRD, and ensure that the Assessment Center vendor coordinates with HRD, regarding any Requests for Review permitted pursuant to Section 22 of Chapter 31 of the MGL.
 - 5) Ensure any "Fair Test Request for Review, Essay Request for Review, or Experience Request for Review", along with the Assessment Center Vendors' summary of facts related to the Request for Review and position, be forwarded to HRD. HRD will issue a determination as to all "Requests for Review".
 - 6) In the event that the assessment center is challenged, the Montague Police Department will ensure that the Assessment Center Vendor will provide evidence of said validation.
 - 7) Maintain a record of the examination for three years from the date of the examination.
- III. The Montague Police Department has agreed to hire an Assessment Center Vendor to administer and score a validated assessment center that is based on the results of a job analysis. The Montague Police Department must choose an Assessment Center Vendor who is willing to assume the following responsibilities in relation to this Delegation Agreement. Notwithstanding Paragraph VI, if the Assessment Center Vendor neglects to follow the requirements listed below, this Delegation Agreement may be revoked by HRD. Assessment Center Vendor responsibilities are as follows:
 - 1) Administer and score a validated assessment center that is based on the results of a job analysis.
 - 2) Follow any requirements of the Personnel Administration Rules, State and Federal Law.
 - Provide HRD with Assessment Center subjects, statement of each Assessment Center exercise and length of each exercise.
 - 4) Fully cooperate with HRD regarding all instances of Requests for Review, (i.e., Fair Test Requests for Review, Essay Requests for Review, and Experience Requests for Review) (GL Chapter 31 § 22).
 - Will appear and defend the Assessment Center content if an appeal is filed with the Civil Service Commission or any Court.
- IV. HRD delegates responsibility in the following areas to the Delegation Administrator Richard Kuklewicz and the Assessment Center Vendor:
 - Determination of the knowledges, skills, abilities, and personal characteristics (KSAP's) that will be evaluated during the assessment center exercises as supported by job analysis data.
 - 2) The review and approval of the rating schedules to be used.
 - 3) The determination of a passing point for the assessment center.
 - 4) Develop the job simulated, content valid, exercises that will be used during the assessment center for which

validation evidence has been gather in accordance with professionally accepted guidelines.

- 5) Develop a security plan that will be utilized to ensure the integrity of the assessment center.
- 6) Select the assessors for the assessment center exercises, and train them in the administration of exercises, and the use of the relevant rating schedules
- 7) Provide any validation materials which support the assessment center activities.
- V. The Delegation Administrator shall be responsible for:
 - Notifying all eligible candidates of: security of the administration and scoring of the Assessment Center which results in the establishment of an eligible list for Police Sergeant.
 - Maintenance of the eligible list for Police Sergeant for a maximum of two years in accordance with applicable statutory language and HRD policy.
 - 3) Certification of the eligible list in accordance with civil service laws, rules, regulations and procedures.
 - 4) Notifying HRD of promoted employee(s) employment from the eligible list created.
 - 5) Ensuring that the examination referenced herein is administered within 18 months of the issuance of this Delegation Agreement. An extension of a maximum of six additional months may be approved by HRD upon review of a written request from the Delegation Administrator detailing extenuating circumstances necessitating such extension. Such request must be submitted at least 30 days prior to its expiration. A failure to administer this examination within the timeframe approved by HRD, will result in the cancellation of this examination and Delegation Agreement. The Delegation Administrator will be responsible for refunding any examination processing fee(s) paid by applicants.
 - 6) Ensuring continued public access to all records determined to be public information.
- VI. If at any time after the execution of this agreement either the Montague Police Department or HRD determines that delegation authority should be discontinued, reversion of the authority for all delegated functions to the Montague Police Department may be effected through 30 days' written notice, by e-mail, by either the Montague Police Department or the Personnel Administrator (Chief Human Resources Officer).
- VII. The specific functions to be delegated are described and detailed in this Agreement. As further functions are delegated, detailed descriptions shall be reviewed by both parties and appended to this Agreement.

DATE OF ISSUANCE: 5/17/2022			
For the Montague Police Department:			
Richard Kuklewicz Selectboard Chair	-	3	May 23, 2022
For the Human Resources Division:			
Regina Caggiano (for) Regina cugoana dali thus 1. 2022 201 es Esti;			Jun 1, 2022
Jeff McCue	- 10	Date	
Chief Human Resources Officer		Date	

Montague Police Sergeant Delegation Agreement

Final Audit Report

2022-06-01

Created:

2022-06-01

By:

Michele McEvoy (michele.mcevoy@mass.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAAQDFpheHmo-R5fm5CpNvwrG1LltHmSpS2

"Montague Police Sergeant Delegation Agreement" History

- Document created by Michele McEvoy (michele.mcevoy@mass.gov) 2022-06-01 12:20:26 PM GMT
- Document emailed to Regina Caggiano (for) (regina.caggiano@mass.gov) for signature 2022-06-01 12:20:54 PM GMT
- Email viewed by Regina Caggiano (for) (regina.caggiano@mass.gov) 2022-06-01 1:35:49 PM GMT- IP address: 108.49.233.65
- Document e-signed by Regina Caggiano (for) (regina.caggiano@mass.gov)
 Signature Date: 2022-06-01 1:40:38 PM GMT Time Source: server
- Agreement completed. 2022-06-01 - 1:40:38 PM GMT

Town of Montague Sergeant Civil Service Assessment Center

Price Quote Sheet

The following quote is to design, implement, and manage a Police Sergeant Assessment Center process as described in the Town of Montague's Request for Quotes released June 1, 2022. The quote below commits the vendor to completion of the work as described in that RFQ, along with any other tasks normally associated with the Assessment Center process to performing said scope of work for a fixed fee sum.

Total Cost for Assessm	ent Center of <u>3 to 5</u> Ca	indidates:	\$7,449.00
Total Cost for Assessm	ent Center of <u>6 to 10</u> C	andidates:	\$9,449.00
Company Name:	BadgeQuest, Inc.		
Address:	P.O. BOX 1491		
	Plymouth, MA 02362		
	-		
Authorized Representa	tive (printed):	Dylan M. Cogsv	vell
Authorized Represent	ative (signature):	Dylan M. C	<u> Pogswell</u>
	Date:	<u>6/7/2022</u>	



Board of Selectmen Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

Turners Falls, MA 01376 FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly. Name of applicant:_ Address of applicant: Phone # of applicant: Name of organization: Name of legally responsible person: Location of assembly: Date of assembly: Time of assembly: Begin: End: Number of expected participants:_ If a procession/parade: Route: Number of people expected to participate: Number of vehicles expected to participate: Subject of demonstration: Par Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group. Signatures: Police Chief: Date: Comments/Conditions: Board of Selectmen, Chairman: Date: Comments/Conditions:__

TOWN OF MONTAGUE APPLICATION FOR AN ENTERTAINMENT LICENSE SPECIAL AND REGULAR

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)
CHAPTER 140, SECTION 181

Date of Applicati	ion: 6/9	122 Da	te Approved:		Fee:	
To the Local Lice	ensing Authorit respectfully ap	v:	nment License for daily o			
2				Y.		
Sunday	from:	to:	Thursday	from:	to:	7
Monday	from:	to:	Friday	from:	to:	-
Tuesday	from:	to:	Saturday 7/2	from: 4	to: 4:30	-
Wednesday	from:	to:	Legal Holiday	from:	to:	1
This is a "special This is an annual r		permit" request?	DATE: July		{ no	
1 NAME OF AD	DI ICANIT	uzanne	1 - 11			
			LO Mauto	TELEPHONE	:	
2. D/B/A:	7	Ziver C	11/2/10			
	22-00	ST VCV C	arrorc			
3. PREMISES: _	1.0.	М	BUSINESS PH	ONE: 413	3-863-	
4. The specific cat	tegories of licer	nsed entertainment so	ought to be approved are		3200	eut
	Radio	Jukebox	Video	Iukebox		11
					i moan wachines	()
	Wide Screen T	VTelevisio	n/CablePool Ta	ables		
Automatic Amuser	nent Devises:	Video Games, Numb	er of :	Type:Vi	deo or Keno	
Dancing l	by patrons	giro of flo		a and	- 0. 4:04	_
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Exhibition			r persons/type of snow		plano	-7
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Play		type				
Readings	of Poetry or oth	ner	Ω	0 -	7/2/-	
New Year	s Eve "after m	idnight entertainmen	t"_Kar	date	-4/3/22	_
Indoors: Size of are Outdoors: Size of a	ea to be used: _ rea to be used:	Allowed:	Number of Pe Available Parkin	ople:	_ Allowed:	
Alcohol to be served				B·		
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		//)			
Applicant Signature				5		
******	*****	*********OFFIC	CE USE ONLY*****	*****	*****	
Board of H	ealth	Date	Fire Don	ortmont Olde		
01		6-5-22	гие Бер	artment, Chief	Date	
- Color			<u> </u>			
Police Depa	artment, Chief	Date	Board of	Selectmen, Chair	rman Date	
Inspector of	Buildings	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_ Suzane Lo Manto
Ω'
Name of business/group sponsoring proposed event if applicable:
If applicable, number of years your organization has been running this event in Montague?
Address Avenue A Jumers Falls
Contact phone 413-863-3200 Contact email riverculture & Montague-
ТВ\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Dates of proposed event Sunday 8/28 Location: Pes Keomps Curl
Hours 1-7pm Set Up: Noon Clean Up: 7pm Par
Approximate number of people expected to attend 45-60
What provisions will be made regarding clean up of site? Piwww.
(t) Love light Sisters.
Will the proposed event be: Musical
Theatrical
☐ Exhibitions
☐ Amusements☐ Wedding
□ Other
Fully & specifically describe content of the proposed exhibition, show and/or amusements:
tains thuse Das
Cooperation of the state of the
Tree taming the dia CLC
viusic, o meaning (ratts
Free-family event vrusic, theater, crafts fairy house building

Use back of form or attach a map of the premises i area(s), vendor area(s), location & number of toiler garbage storage area, camping area(s), and location	s, location & number of garbage recentacle
Will vendors be selling:	9
□ merchandise	
□ food/beverage	16
□ alcohol	
□ other services	
safety, health, or order. If serving alcohol, indicate IIPS trained. (separate license required to serve alc	ohol)
Describe the appropriate level and nature of security	and/or traffic control that would be neede
Describe the appropriate level and nature of security and what provisions have been made.	and/or traffic control that would be neede
Describe the appropriate level and nature of security and what provisions have been made.	and/or traffic control that would be neede
nd what provisions have been made.	
What provisions have been made.	
what provisions have been made. What provisions will be made regarding first aid and regarding first	emergency medical care?
What provisions will be made regarding first aid and re you also applying to place signs within Montaguent? (See the Montague Building Inspector)	emergency medical care?
Describe the appropriate level and nature of security and what provisions have been made. What provisions will be made regarding first aid and the regarding first aid and regarding firs	emergency medical care?

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

Signature of applicant	520.
Date $6/9/2$?	
	¥
License fees: Monday – Saturday = \$25.00 per day Sunday = \$50.00	# # # # # # # # # # # # # # # # # # #
BOARD OF SELECTMEN – Approval	POLICE CHIEF - Approval / Comments
	el Q
Date:	Date:
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 - Montague Mug Race
Name of business/group sponsoring proposed event if applicable: 1st congregational church of Mortague
If applicable, number of years your organization has been running this event in Montague?
Address y North Street, Montague
Contact phone 347-2812 Contact email Shollow 25 @ com cast. a
FID
Dates of proposed event Aug Qu 2022 Location: Montague Centr Common
Hours 7:00 am - Noon Set Up: 7:00 Clean Up: Noon
Approximate number of people expected to attend 75
What provisions will be made regarding clean up of site? We will remove any
Will the proposed event be: Musical Theatrical Exhibitions Amusements Wedding Other Road race Start line
Fully & specifically describe content of the proposed exhibition, show and/or amusements: Road Ruce will set up 1-2 tubles
Most of activities take place on church lawn

east	side of	Com	767		
area(s), vendor a garbage storage a	n or attach a map rea(s), location & area, camping are	number of toil	lets, location & nu	ng area(s), entertainm amber of garbage reco	ent eptacles
□ merch	nandise beverage ol	NA			
safety, health, or	ally describe the e order. If serving parate license req	alcohol, indica	te separate servin	remises would affect g area, approved serv	public er i.e.
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Describe the approach that provision the control of	opriate level and ns have been mad	nature of secur le. tra I.G.	ity and/or traffic o	control that would be	needed
Describe the approach what provision Closed room What provisions we have a second control of the control of t	opriate level and ons have been made	nature of secur de.	ity and/or traffic of	control that would be	needed
Describe the apprond what provisions what provisions were you also apply yent? (See the M	opriate level and ons have been made all all all all all all all all all al	nature of securile. Ira III. Ira I	nd emergency me	control that would be	+i m

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

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

Signature of applicant Im Fish	1
Signature of applicant fish Date 6/2/2022	
License fees: Monday – Saturday = \$25.00 per day Sunday = \$50.00	a
BOARD OF SELECTMEN – Approval	POLICE CHIEF - Approval / Comments
P. i	- (C 2)
Date:	Date: 6-9-22
BOARD OF HEALTH – Approval / Comments	e e
;	
Date:	



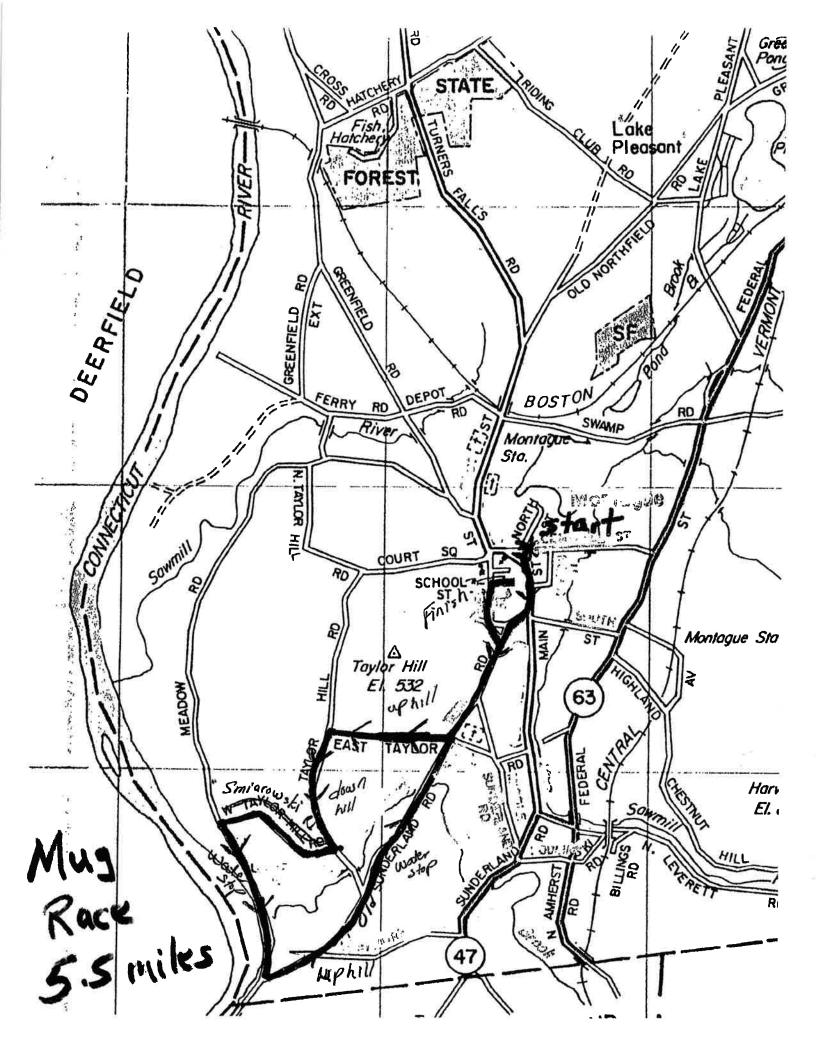
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2022

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).

PROD	UCER				CONTACT Cheyanne Nofsinger						
Chui	rch Mutual Insurance Company				PHONE 1-800-554-2642 Option 1 FAX (A/C, No): 855-264-2329						
3000) Schuster Lane				E-MAIL customerservice@churchmutual.com						
P.O.	Box 357				W					NAIC#	
Merr	ill			WI 54452	INSUR			ance Company		18767	
INSUR	ED FIRST CONGREGATIONAL CH	JRCH	ł		INSURER B:						
					INSURER C:						
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11101111101					INSURER D :						
	MONTAGUE			MA 01351-8931	INSURER E :						
COVI		PTIFI	CATE		INSURER F:						
COVERAGES CERTIFICATE 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.										WHICH THIS	
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	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,0	00,000	
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A		Y		0310924-21-291149		11/01/2021	11/01/2022	PERSONAL & ADV INJURY	-	00,000	
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(Mandatory in NH) If yes, describe under							-	E.L. DISEASE - EA EMPLOYE	\$		
DE	SCRIPTION OF OPERATIONS below		-					E.L. DISEASE - POLICY LIMIT	\$		
						- 1					
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	TION OF OPERATIONS / LOCATIONS / VEHICL	.ES (A	CORD 1	101, Additional Remarks Schedule	e, may be	attached if more	space is require	d)			
3/20/22	2 Mug Race SAAP 550 E206										
ERTI	FICATE HOLDER				CANC	ELLATION					
						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
Town of Montague						ACCORDANCE WITH THE POLICY PROVISIONS.					
1 Avenue A					AUTHORIZED REPRESENTATIVE						
	Turner Falls		MA 01376-1168	Cheyanne Nofsinger							
	1988-2015 ACORD CORPORATION. All rights reserved.										



Sewer Abatements FY2022 Second Half Billing Period | Superintendent | Updated Info (for |

	10	9	8	7	თ	Ċħ	4	ω	2	1	#
			5 Maple St. Turners Falls MA	390 Turners Falls Rd Montague, MA	811 Fairway Ave Tumers Falls MA	3 Greenfield Rd Montague, MA	382 Turnpike Rd Turners Falls MA	200 Avenue A Turners Falls MA	8 George Ave Turners Falls MA	104 Fourth St. Turners Falls MA	Location
			Resident said he watered gardens and furnace sprung a leak.	Resident has farm 5 horses, 2 mini ponies and one donkey that she waters and cleans stalls with 100gpd	Resident moved in 11-1-21 previous owner left a bill of 410.13.	Toilet Leak, inflated 2nd half bill	Toilet Leak, inflated 2nd half bill	Toilet Leak, inflated 2nd half bill	Three people used to live there, now only one full time	Pipe burst in February, building unoccupied, provided vendor reciepts of repair	Reason for Request
			DO NOT ABATE	ABATE \$277.98	DO NOT ABATE	ABATE \$207.60	ABATE \$249.88	ABATE \$562.03	DO NOT ABATE	ABATE \$6,622.84	Superintendent Recommendation
								5			Updated Info (for Treasurer)
			Use winter readings only No documentation provided for leak, usage for the year lower than previous year	Billed for 37,000 gallons at \$562.03 100gpd*183days=18,300 gallons	Closing costs negotiated w/ attorney, typically have an estimated credit for sewer	Billed for 34,000 gallons at \$51 <u>6</u> ,46 Used 3 yr average 20,333 gallons=\$308.86	Billed for 54,000 gallons at \$820.26 Used 3 yr average 37,550 gallons=\$570.38	Billed for 206,000 gallons at \$3,129.14 Used 3 yr average 169,000 gallons=\$2567.11	Billed for 27,000 gallons Billed for usage regardless of how many occupied (no abnormal usage observed)	Billed for 538,000 gallons at \$8172,22 Used 3 yr average 102,000gallons=\$1549.38	Notes (\$15.19/1000gallon)

Property sales - not abated, it is the responsibility of the seller/buyer to obtain utility information and determine an equitable solution with respect to payment obligations to the town prior to closing.

Toilet leaks - not abated, water that goes through plumbing devices and reaches the sewer is billed because it is conveyed by the sanitary sewer and treated at the WPCF

WPCFOFFICEDATA/Shared%20Documents/5_Sewer%20Abatements/FY22%20abatements/Abatements_Cover_Sheet_FY2022.xlsx



TOWN OF MONTAGUE JOB DESCRIPTION



POSITION TITLE: Laborataory Manager **DATE:** June 2022

DEPARTMENT: WPCF **GRADE:** NAGE D:

REPORTS TO: Superintendent **FLSA:** Non-Exempt

Statement of Duties

Position performs skilled, technical, and responsible work in the operation and maintenance of a chemical and bacteriological laboratory for the Water Pollution Control Facility, wastewater pump stations, and industrial users under the direction of the Superintendent. Responsibilities include ensuring the treatment plant is operating at maximum efficiency through data analysis and must be able to communicate this information to the Foreman and Superintendent to stay within permit constraints. The Laboratory Manager will spend a significant amount of time in the laboratory processing samples and conveying results to superiors.

Supervisory Responsibilities

Reports to Superintendent or designee and works collaboratively with associative personnel.

No supervisory duties.

Works independently with minimal direct supervision.

Staff may be located in different areas than the employee. Employee is responsible for establishing work procedures and performance standards for lab analysis and help employees in lab procedures.

The nature of work fluctuates throughout the year. Increases in workload can usually be planned for in advance, except for some weather emergencies.

Supervision/Guidance Received

Employee plans, prioritizes, and performs work in accordance with standard practices and previous technical training. Employee is expected to solve problems by interpreting instructions accordingly, and by applying known wastewater technology, laboratory techniques and practices to a wide variety of facility activities. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with Superintendent. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the result are not usually reviewed in detail.

TOWN OF MONTAGUE JOB DESCRIPTION

Job Environment

Work is done under typical laboratory conditions, indoors at the facility with occasional outdoor field sampling required. Work may be performed in adverse weather and environmental conditions; may involve working with hazardous substances including sewage, chemicals, substances, powders, or fluids requiring adherence to safety, usage, testing and service protocols.

Work conditions may involve walking and climbing over pipes, drains, pumping or disposal equipment; exposure to hazardous conditions; crouching, reaching, twisting, repetitive motion and carrying and lifting.

The position has occasional contact with the public in person, on the telephone and in writing for the purpose of responding to inquiries and complaints and providing information and assistance. The position has daily contact with other town departments, employees, and contractors for the purpose of giving or receiving information; coordinating activities; and providing information and assistance regarding departmental operations. Contact usually occurs in person, in writing, or on the phone.

Work includes non-physical environment aspects wherein errors in judgment and performance may cause or result in damage to or loss of information, serious public health and environmental consequences, delay in or loss of services, possible monetary loss or adverse legal consequences, or negatively impact employee morale by creating confusion and delay.

Work errors in the operation or interpretation of data/instrumentation, or unauthorized changes in process control, may result in legal or financial repercussions, cause damage to equipment or facilities, cause personal injury to colleagues or danger to public health and safety; or could result in Commonwealth of Massachusetts and Environmental Protection Agency actions relative to compliance with permit discharge.

Position Functions

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

Essential Functions

- 1. Coordinates, schedules, tracks and reports all analytical data associated with the operation of facilities and in compliance with State and Federal requirements. Prepares monthly reports, analyzes data and performs other administrative responsibilities.
- 2. Performs chemical and bacteriological analyses on water, wastewater, sludge, rivers, and other sources as assigned.
- 3. Prepares chemical and bacteriological reagents and medias.

TOWN OF MONTAGUE JOB DESCRIPTION

- 4. Cleans, calibrates and performs basic maintenance on laboratory equipment, including sensors/meters/etc found in various locations of the facility.
- 5. Responsible for daily operation of the laboratory, ordering of supplies, cleanliness of laboratory, quality control and data entry; maintains sophisticated databases, quality control records and analyzes test results, trends and patterns. Makes recommendations to the Superintendent for purchase of laboratory equipment and services.
- 6. Performs any combination of routine and skilled laboratory tasks. Collects samples within the wastewater treatment facility, sewage collections system, industrial facilities, pump stations/wet wells, storm drains and rivers as required.
- 7. Responds to public inquiries by phone or in person.
- 8. Performs other similar or related duties as required or as situation dictates.

Recommended Minimal Qualifications

Education and Experience

Bachelors of Science Degree in Environmental Science, Chemistry, Biology, or related field, and recommended 3 to 5 years of relevant experience or any combination of education and experience that provides the required knowledge and skills enabling performance of all aspects of the position is qualifying.

Additional Requirements

A minimum of a Grade 5C Mass Wastewater license or the ability to acquire a license in the first year of employment.

Knowledge, Skills and Abilities

A candidate for this position should have thorough knowledge of:

- Laboratory terminology, practices, technique and equipment requiring knowledge of fundamental chemical and bacteriological principles; accuracy with numbers, calculations and recording of data and record keeping including arithmetic and algebraic calculations in standard practical applications.
- Must demonstrate a high level of time management skills and concentration requiring visual and mental attention. Ability to communicate effectively orally and in writing, provide pleasant telephone customer service to the general public; ability to establish and maintain effective working relationships. Must perform all aspects of job responsibilities with honesty and integrity; must work effectively and independently in situations where deviations and irregularities occur.
- Thorough working knowledge of departmental functions and operations; of standard office practices and procedures; of use and operation of standard office equipment; ability to operate a personal computer in a windows environment with proficiency in MS Office required; familiarity with database programs and computer hardware and software systems.

TOWN OF MONTAGUE JOB DESCRIPTION

- State and Federal Regulations permit requirements, standards and criteria regarding the discharge of effluent.
- Knowledge of State and Federal record keeping and reporting.

Skill in:

- Effective communication and customer relations
- Operation and maintenance of equipment.

And ability to:

- Read, interpret, explain engineering plans, to understand complex codes and regulations
- Follow directions and instruct others
- Maintain records and prepare reports

Physical Requirements

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

Ability to operate a variety of laboratory equipment including pH meters, turbidity meters, colorimeters, microscopes, incubators, autoclaves, calculators and computers; intermittent sitting, standing, stooping, crouching, walking, lifting of light and heavy objects, and using tools and equipment that require a degree of manual dexterity.

Requires sufficient eye/hand coordination to perform semi-skilled repetitive movements. Tasks require sound and visual perception and discrimination and may include the use of protective devices.

Work Environment

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

Work conditions may involve walking and climbing over pipes, drains, pumping or disposal equipment; exposure to hazardous conditions; crouching, reaching, twisting, repetitive motion and carrying and lifting. Employee occasionally lifts up to 100 lbs. Normal vision is required for this position.

Employee works on loud equipment and is exposed to outdoor weather conditions and moving mechanical parts frequently, high places, toxic or caustic chemicals, fumes or airborne particles regularly.

TOWN OF MONTAGUE JOB DESCRIPTION

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

Approved:		
	Date	
Steve Ellis		
Town Administrator		
	Date	
Board Chair, if necessary	 ,	

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "LDA") is made this _____ day of June, 2022, by and between the **Town of Montague**, acting by and through its Selectboard, having an address of One Avenue A, Turners Falls, MA 01376 (the "<u>Town</u>"), and **Nova Works LLC**, a Massachusetts limited liability company, having an address of 147 2nd Street, Turners Falls, MA 01376 (the "<u>Developer</u>").

WHEREAS, the Town has conveyed to the Developer a parcel of land, improved by a building, located at 500 Avenue A, Turners Falls, Montague, said parcel described in <u>Exhibit A</u>, and referred to as the "<u>Property</u>";

WHEREAS, the Town issued a Request for Proposals on November 3, 2021 (the "Request for Proposals") for the sale of the Property to a proponent that would develop the Property for a commercial use;

WHEREAS, the Developer submitted a proposal in response to the Request for Proposals, dated December _____, 2022, proposing to create a series of conjoined industrial and commercial spaces ("Permitted Purpose"), and was chosen as the successful proposer;

WHEREAS, the Town and the Developer entered into a Purchase and Sale Agreement for the Property dated April 11, 2022 ("P&S");

WHEREAS, pursuant to the provisions of the P&S, the Developer applied for and has received permits (the "<u>Permits</u>") allowing the development of the Property for the Permitted Purpose (the "<u>Project</u>"); and

WHEREAS, the real estate comprising the Property is depicted on, and the Developer intends to develop the Project on the Property in accordance with schedules describing the improvements to the Property (the "Improvements"), which plans have been approved by the Montague Selectboard (the "Approved Plans"), said Approved Plans attached hereto in Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

A. <u>CONSTRUCTION OBLIGATIONS</u>

- 1. <u>Financing</u>: The Developer has funds on hand, and will obtain traditional construction financing from a lender (the "<u>Lender</u>") in an amount sufficient to construct and complete the Project (the "<u>Construction Loan</u>") secured by a mortgage on the Property to be recorded hereafter (the "<u>Construction Mortgage</u>"), which Construction Mortgage shall be expressly subject to this LDA.
- 2. <u>Construction of the Project</u>: The Developer shall construct the Project on the Property in accordance with this LDA and the terms and conditions set forth in the Permits (to the extent the conditions in the Permits are operative during the term of this LDA) and in a manner consistent with the Approved Plans.
- 3. <u>Construction Schedule</u>: The Developer shall (a) begin construction of the Project within ninety (90) days from the date this LDA is recorded with the Registry (the "Date of Recording"), and (b) Substantially Complete the Project within two (2) years from the Date of Recording in accordance with the Permits and the Approved Plans, and with the construction schedule (the "Construction Schedule") attached hereto as Exhibit C. The Project shall be "Substantially Complete," or "Substantial Completion" shall occur, when all the Improvements required of the Developer under the Permits have been built materially in accordance with the Approved Plans and a permanent Certificate of Occupancy has been issued for the Improvements. Substantial Completion may occur notwithstanding: (i) items of work and adjustment of equipment and fixtures that can be completed after occupancy has been taken, i.e., so-called punch list items, and (ii) landscaping and other similar work which cannot then be completed because of climatic conditions, provided that none of the foregoing interferes unreasonably with the use and occupancy of the Improvements. The Developer may request that the Town approve the extension of these deadlines provided the Developer has proceeded diligently in its performance and the Town's consent shall not be unreasonably withheld, conditioned or delayed. The Town shall reasonably extend the deadlines for force majeure and other events beyond the control of the Developer.

B. TRANSFER AND MORTGAGE OF DEVELOPER'S INTEREST

- 4. General Terms Relating to Transfer of Interest in Parcels by Developer:
- (a) Except as provided in Section 5 and subsection (b) below, until all of the Improvements have been Substantially Completed in accordance with this LDA, the Approved Plans, and the Permits, the Developer shall not sell, dispose, encumber, pledge, convey, assign or otherwise transfer any interest in the Property or any portion thereof or management of the Project (referred to herein as a "<u>Transfer</u>") without the prior written approval of the Town, which may be withheld in the Town's sole discretion. The Developer shall advise the Town of any and all such proposed changes in ownership. After Substantial Completion of the Improvements, the Developer may transfer the Property or any portion thereof, or the management thereof, without the Town's prior consent.

- (b) Notwithstanding the terms and conditions of the aforesaid subsection (a) to the contrary, the Town hereby expressly acknowledges and consents to the following:
 - (i) A Transfer at any time by the Developer, upon prior written notice to the Town, of all or part of its right, title and interest in the Property to a Single-Purpose entity, of which the Developer will be a member, provided that the Single-Purpose entity is wholly controlled by the Developer, and provided further that the permitted transferee shall execute, acknowledge and deliver to the Town an agreement, in form reasonably satisfactory to the Town, assuming the observance and performance of all of the terms, covenants and conditions of this LDA and the Permits on the Developer's part to be observed and/or performed:
 - (ii) Granting any utility, access or similar easements or agreements relating to the construction of the Improvements and/or the use of or access to the Property;
 - (iii) The Construction Mortgage; and
 - (iv) A Transfer in accordance with Section 5 below.
- (c) All Transfers shall be subject and subordinate to the terms of this LDA and the Permits. Subject to Section 5(b) below, any permitted transferee shall be obligated by this LDA to construct or complete the Project in accordance with its terms.
- (d) Any Transfer permitted by the Town shall not be deemed assent to any subsequent Transfer.

5. Mortgage of the Property by the Developer:

- (a) Notwithstanding the provisions of Section 4(a) or any other provision of this LDA, and in addition to or replacement of the Construction Mortgage, the Developer shall have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion thereof, by way of a bona fide mortgage to the Lender or to another institutional or governmental lender to secure the payment of any commercially reasonable loan or loans obtained by the Developer to finance the design, construction, repair or maintenance of the Project and other improvements required to be constructed by the Developer on the Property as contemplated by this LDA, the Approved Plans, and the Permits (each such mortgage, together with the Construction Mortgage, being referred to as a "Permitted Mortgage," and each holder thereof, together with the Mortgagee, a "Permitted Mortgagee"), provided that the Developer shall give twenty-one (21) days prior written notice to the Town of its intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such Permitted Mortgagee, the amount of the loan secured by such mortgage, and any other information regarding the Permitted Mortgagee and/or the Permitted Mortgage. Any such Permitted Mortgage shall be expressly subject and subordinate to this LDA and the Permits.
- (b) For the purpose of this LDA, the making of a Permitted Mortgage shall not be deemed to constitute a Transfer of this LDA or of the Property, nor shall any Permitted

Mortgagee, as such, be deemed an assignee or transferee of this LDA or of the Project so as to require such Permitted Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of the Developer to be performed hereunder; but the purchaser at any sale of the interest created by this LDA or the Property in any proceedings for the foreclosure of any Permitted Mortgage, or the assignee or transferee of such interest under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Mortgage, shall be deemed to be a transferee (without requiring the consent of the Town pursuant to Section 5(a) for such sale or deed in lieu of foreclosure), and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of the Developer to be performed hereunder from and after the date of such purchase and conveyance/assignment, and shall execute a written instrument assuming the Developer's obligations hereunder to construct and/or operate the Project in accordance with the terms of this LDA, the Approved Plans and the Permits.

C. MAINTENANCE AND INSURANCE

- 6. Maintenance; Hazardous Substances. The Developer shall maintain the Property and improvements thereon in good order, condition and repair. The Developer represents and warrants to the Town that the Developer shall not release or permit any release or threat of release of oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation, including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., nor generate or permit any hazardous substances to be generated on the Property; nor store or permit any hazardous substances to be stored on the Property.
 - 7. <u>Insurance</u>. The Developer agrees to maintain the following insurance:
 - (a) Type of Insurance: the Developer shall continuously maintain in full force a policy of comprehensive casualty, and property damage insurance insuring the Property and all improvements thereto in an amount equal to at least one hundred percent (100%) of the replacement costs thereof until the issuance of the Certificate of Substantial Completion. All such insurance shall be in the broadest form of coverage from time to time available in Massachusetts. The Developer shall submit to the Town evidence of such continuous insurance coverage satisfactory to the Town before any work is commenced on the Property and no less often than annually thereafter;
 - (b) *Minimum Limits*: the Developer shall, at a minimum, carry comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate. The Town shall have the right to require the Developer to increase such limits when the minimum limits of liability insurance commonly and customarily carried on properties comparable to the Property by responsible owners are more or less generally increased, it being the intention of this sentence to require the

Developer to take account inflation in establishing minimum limits of liability insurance maintained from time to time on the Property;

- (c) Evidence of Insurance: all policies shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment (10 days in the event of cancellation for non-payment). The Developer shall submit to the Town certificates of insurance for all the policies required to be maintained by the Developer hereunder, which certificates shall show at least the coverage and limits of liability specified herein and the expiration date; and
- (d) Acceptable Insurers: all insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A or better, licensed to write such insurance in the Commonwealth of Massachusetts and acceptable to the Town.
- 9. <u>Obligation to Restore</u>. In the event that any damage or destruction of the Property or any part thereof occurs as a result of fire or other casualty, the Developer shall be responsible for the restoration of the Property to the extent of its insurance proceeds, provided, however, that if such damage or destruction is caused as a result of the negligence or willful act or omission of the Developer, or of any of its employees, agents, members, lessees, assignees, licensees or invitees, the Developer shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof, the available insurance proceeds, or the time remaining on the term of this Agreement.
- 10. <u>Indemnification</u>. Developer agrees to defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town by reason of this Agreement except insofar as due to the gross negligence of the Town, its employees, agents or representatives. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
- 11. <u>Survival</u>. The provisions of this Article C are additional restrictions that shall survive the issuance of the Certificate of Substantial Completion.

D. DEFAULT

12. <u>Default</u>: <u>If</u>:

(a) The Developer fails, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations stated in this LDA;

- (b) The Developer is found to be in default under the Construction Loan by the Construction Lender;
- (c) The Developer Transfers the Property or any portion thereof, other than to a Permitted Mortgagee, without the prior written consent of the Town; or
- (d) The Developer shall have filed a voluntary petition, or there shall have been filed against the Developer an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of the Developer, or the filing by the Developer of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by the Developer for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of the Developer, and within one hundred twenty (120) days after the commencement of any such proceeding against the Developer, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of the Developer or of all or any part of the Developer's property, without the consent or acquiescence of the Developer, such appointment shall not have been vacated or otherwise discharged;

then, the Town shall notify the Developer and the Permitted Mortgagees in writing of such failure or violation. The Developer shall thereupon have thirty (30) days from the receipt by it of such written notice (the "First Notice") to cure such failure or violation (or if such failure or violation is a non-monetary violation and cannot be cured within thirty (30) days, to commence to cure the same within said period and diligently to proceed thereafter to complete such curing, but in no event later than sixty (60) days from the date of the First Notice). If the Developer does not cure such failure or violation within the aforesaid periods (or within such extended period of time as set forth above), the Town shall give a second notice (the "Second Notice") of such failure or violation and the expiration of the grace period to Developer and the Permitted Mortgagees.

- 13. <u>Developer Cure Period</u>: If, on receipt of the First Notice, the Developer does not cure such failure or violation within the aforesaid periods and if the Permitted Mortgagees do not exercise their rights to cure such violations or failure (as provided in Section 15), or, having elected to cure, fail to complete such cure within a reasonable period of time (which in no event shall exceed one-hundred twenty (120) days from the date of the Second Notice), an Event of Default shall be deemed to exist.
- 14. <u>Notice of Breaches to Mortgagees</u>: If the Town gives written notice to the Developer of a default under this LDA as provided in Section 12, the Town shall forthwith furnish a copy of the notice to each Permitted Mortgagee, the notice addresses of which are attached hereto as <u>Exhibit D</u>. Failure to provide any such Permitted Mortgagee with a copy of a notice of default shall render such notice invalid and ineffective. To facilitate the operation of this Section, the Developer shall notify the Town in writing of the address of any new Permitted Mortgagee, and Exhibit D shall be deemed amended accordingly. In addition, any such Permitted Mortgagee may notify the Town of any change to its address.

- 15. Mortgagee May Cure Breach of Developer: In the event that the Developer fails to cure a breach of this LDA within the periods set forth in Section 12, the Permitted Mortgagee shall have the right, but not the obligation, to cure said breach provided that it gives the Town and the Developer written notice of its intention to cure said breach within thirty (30) days from the date of the Second Notice, and thereafter cures the same within sixty (60) days of the date of the Second Notice, or, if such default is a non-monetary default and cannot reasonably be cured within such sixty (60) days, within such longer period as is required to cure such default, including such period of time as may reasonably be required for Permitted Mortgagee to obtain possession of the Property, provided, that the Permitted Mortgagee shall have commenced cure or appropriate measures to obtain possession of the Property within such sixty (60) day period and thereafter continues diligently to effect such cure, or obtain such possession. Notwithstanding anything to the contrary, any cure undertaken by the Permitted Mortgagees must be completed within one-hundred twenty (120) days from the date of the Second Notice. Any cure of a breach hereunder by a Permitted Mortgagee shall be deemed a cure of said breach by the Developer.
- 16. Rights Upon Default: Upon the occurrence of an Event of Default, the Town shall have the right to terminate this LDA and all other remedies available to it under law and in equity, including, without limitation, the right to bring an action for specific performance of the Developer's obligations hereunder.

E. GENERAL PROVISIONS

- 17. Access: The Developer shall permit the Town or its agents to enter the Property at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this LDA, the Approved Plans and the Permits, provided, however, that the Town provides the Developer at least twenty-four (24) hours' prior notice thereof, which may be oral notice. Nothing herein shall impair the rights of municipal employees and agents from entering the Property in the exercise of their regulatory duties in compliance with applicable laws, rules, regulations, bylaws and codes.
- 18. <u>Costs of Enforcement</u>: In the event that (a) the Town initiates enforcement or other legal proceedings to enforce this LDA or to otherwise redress a breach of this LDA by the Developer and (b) prevails in such proceedings, in addition to any other remedies to which the Town may be entitled, the Developer shall pay to the Town forthwith any and all costs and expenses, including attorneys' fees and court costs, that are incurred in enforcing this LDA or prosecuting any such proceedings.
- 19. <u>Obligations and Rights and Remedies Cumulative and Separable</u>: The respective rights and remedies of the Town and the Developer, whether provided by this LDA, or by law or equity, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.
- 20. <u>Notices</u>: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (1) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested,

postage prepaid; (ii) one (1) business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iv) confirmed facsimile transmission (provided a copy is sent by any of the other permitted forms of notice). All such notices will be delivered to the address specified below or such other address as the respective parties may designate in writing:

If to the Town:

Town of Montague

1 Avenue A

Turners Falls, MA 01376 Attn: Town Administrator Phone: (413) 863-3200 Fax: (413) 863-3231

With a copy to:

KP Law, PC 101 Arch Street Boston, MA 02110

Attn: Katharine Lord Klein, Esq.

Phone: (617) 556-0007 Fax: (617) 654-1735

Email: kklein@k-plaw.com

If to Developer:

Nova Works LLC

147 2nd Street

Turners Falls, MA 01376 Phone: (508) 963-6572

Fax: Email:

With a copy to:

Daniel F. Graves, Esq.

Law Offices of Daniel F. Graves 525 Bernardston Road, Suite 3

Greenfield, MA 01301 Phone: (413) 773-8706

Fax:

Email: dgraveslaw@gmail.com

21. <u>Waiver</u>. The failure on the part of the Developer or Town, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this LDA or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Developer or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the

provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

- 22. <u>Headings and Captions for Convenience Only</u>. The captions and headings throughout this LDA are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this LDA, nor in any way affect this LDA, and shall have no legal effect.
- 23. Term of Agreement. This LDA and the restrictions and covenants contained herein shall terminate upon Substantial Completion of the Project and the issuance of a final certificate of occupancy for the Project (the "Term"). Upon the end of the Term, the Town shall execute a certificate of completion evidencing that the Project has been Substantially Completed and that the Developer is released from all obligations of this LDA (the "Certificate of Completion"), which Certificate of Completion shall be recorded in the Registry. Alternatively, a certificate signed by the Developer stating that a final certificate of occupancy has been obtained for the Project, attaching a copy of said certificate of occupancy, will also release the Developer from all obligations of the LDA.
- 24. <u>Binding</u>. The terms of this LDA shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this LDA shall be construed as covenants running with the land for the Term.
- 25. <u>Limitation on Liability</u>. Notwithstanding anything in this LDA to the contrary, neither party shall be liable to the other for consequential, incidental, or punitive damages.
- 26. <u>No Partnership</u>. Nothing contained under this LDA shall be construed to create a partnership or joint venture between the Town and the Developer or to make the Town an associate in any way of the Developer in the conduct of the Developer's business, nor shall the Town be liable for any debts incurred by the Developer in the conduct of the Developer's business.
- 27. Recording. Upon execution, the Developer shall immediately cause this LDA and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Town evidence of such recording or filing including the date and instrument number, book and page, or registration number of this LDA. The LDA shall be recorded prior to the recording of any mortgages, including the Construction Mortgage and other Permitted Mortgages.
- 28. <u>Recitals</u>. The recitals stated in the preface of this LDA are true and accurate and are incorporated herein by reference.
- 29. <u>Governing Law</u>. This LDA shall be governed exclusively by the laws of the Commonwealth of Massachusetts.

[Remainder of Page Intentionally Blank]

800511v2/MTGU/0121

DEVELOPER: 1 TOWN OF MONTAGUE, Nova Works LLC By its Selectboard By: _____ Richard Kuklewicz, Chairman Christopher Boutwell, Vice Chairman Matthew Lord, Clerk COMMONWEALTH OF MASSACHUSETTS Franklin, ss. On this _____ day of June, 2022, before me, the undersigned Notary Public, personally of the Town of Montague Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was ________, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/they signed it voluntarily for its stated purpose on behalf of the Town of Montague. Notary Public My Commission Expires:

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

written.

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.	
appeared Peter Chilton, Manager, who proved to	to be the person whose name is signed owledged to me that he signed it voluntarily for
	Notary Public
	My Commission Expires:
COMMONWEALTH O	OF MASSACHUSETTS
Franklin, ss.	
appeared Anthony Sayre, Manager, who proved t	, to be the person whose name is signed owledged to me that he signed it voluntarily for
	<u> </u>
	Notary Public
	My Commission Expires:

Exhibit A

Legal Description

The land situated in Turners Falls, Franklin County, Commonwealth of Massachusetts, with the improvements located thereon, bounded and described as follows:

Beginning at a point at the intersection of Avenue A and Rastallis Street;

Thence North 38°40'21" West a distance of 130.18 feet, to a point;

Thence North 51°19'39" East a distance of 290.00 feet, to point;

Thence South 38°40'21" East a distance of 130.18 feet, to a point,

Thence South 51°19'39" West a distance of 290.00 feet, along Avenue A, to the point of beginning.

Containing 37,753 square feet (0.8667 acres).

Being "Parcel No. 2," "Parcel A" and "Parcel B" shown on a plan entitled "'Subdivision Approval Not Required' Plan of Land in Montague, Massachusetts Prepared for the Town of Montague," dated September 22, 2020, prepared by Harold L. Eaton and Associates, Inc., recorded with the Franklin County Registry of Deeds in Plan Book 147, Page 74.

Exhibit B

Approved Plans

Exhibit C

Construction Schedule

Exhibit D

Notice Addresses of Permitted Mortgagees

Exhibit C

Construction Milestone Schedule

Former Montague DPW Garage, 500 Avenue A

Scope to be completed by 9/30/2022.

- 1) LIGHTED EXIT SIGNS
- 2) BATTERY PACK EMERGENCY LIGHTS
- 3) EXTERIOR EMERGENCY LIGHTS
- 4) APPROVED FIRE ALARM SYSTEM
- 6) ACCESSIBLE ENTRANCE
- 7) EGRESS DOORWAYS
- 8) WORK SPACE SEGMENTATION (WALL DIVIDER)
- 9) ROLL UP DOOR INSTALLATION AND REPAIR

Scope to be completed by 12/31/2022

- 10) ACCESSIBLE TOILET ROOMS
- 11) ELECTRICAL PANEL PARTITIONS AND ACCESS POINT
- 12) ROOF FASCIA REPAIR
- 13) INSULATION AND VAPOR BARRIER REPAIR
- 14) EXTERIOR DOOR REPAIR OR REPLACEMENT
- 15) CHAIN LINK FENCE PARTITION

Scope to be completed by 3/30/2023

- 16) EXTERIOR FACADE REPAIR
- 17) GUTTER AND SUBSURFACE DRAINAGE REPAIR
- 18) PAINTING OF EXTERIOR

Scope to be completed by 6/30/2024

19) ENERGY EFFICIENCY AND HVAC UPGRADES

The Shelburne Architects

Joseph P. Mattei & Associates

25 Guy Manners Road Shelburne, Massachusetts



T: 413.625.2584 M: 413.330.7588

E: imattei@hughes.net

Date:

May 27, 2022

To: Peter Chilton

Property Address:

500 Avenue A, Turners Falls, Massachusetts

Project Name:

Report to Building Department Regarding Tenant Usage for Pe-

ter Chilton

Architect's Project Number: 22215

SCOPE:

Provide a report which includes a Code Evaluation for the building. Schematic Emergency and Exit Lighting plan for Tenant Use.

CODE EVALUATION:

Overview:

The existing building is the original Town Department of Pubic Works Garage and Office Facility. The building is a single floor building with some built-in storage loft space constructed by the Town. The original construction was sometime around 1959.

Building contains 11,250 sf gross

Existing Use: Offices, Toilets, Mechanical Space, Corridors, Automotive and Vehicular Repair

Building is 16' high

Height & Area Limitations: existing building, no change.

Applicable Building Codes

- 780 CMR, Massachusetts Building Code, 9th Edition (referenced to 2015 IBC with MA Amendments)
- 2015 International Existing Building Code (IEBC)
- 521 CMR, Massachusetts Architectural Access Board, Rev. 1.27.06
- M.G.L. c. 148, s. 26G (Chapter 508) of the Acts of 2008)

Occupancy Type:

There will be no change in the existing building Use Classification: mixed use, S-1 Storage Group Moderate Hazard, B (Business) office space

Occupant Load:

The projected (actual) occupant load for the building use (tenant space) is 15-20 persons.

Construction Type: Type "VB" Unreinforced Masonry building with concrete floors; a wood framed and membrane roof, concrete block exterior walls with wood trim.

Fire Protection:

- 1. No Sprinkler System exists. IEBC Section 804 does not require fire protection for this building.
- 2. M.G.L. c. 148, s. 26G (Chapter 508 of the Acts of 2008): The law is only triggered if: (1) a new building or structure is constructed or (2) an addition is built onto an existing building or structure or (3) major alterations or modifications are planned for an existing building.

Major renovations to the building are not proposed.

Automatic Fire Protective Signaling System: **Owner will provide a code compliant fire alarm system**.

IEBC 101.2 Scope

The provisions of the International Existing Building Code shall apply to the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

IEBC 101.3 Intent

The intent of the IEBC is to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to safeguard the public health, safety and welfare insofar as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings.

101.4.2 Buildings Previously Occupied

The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the International Fire Code, or the International Property Maintenance Code, or as is deemed necessary by the code official for the general safety and welfare of the occupants and the public.

Owner's Objectives:

Provide Multi-Tenant space that does not cause a change of use. Add accessible toilet rooms. Add accessible front entry (public only) to the building. Renovate exterior. Add addi-

tional interior walls, and exterior doors for added egress. Provide repairs throughout the building to doors, windows, materials.

The Owner will apply for a building permit for the actual work/modifications to the building.

301.1.1 Prescriptive Compliance Method

Repairs, alterations, additions and changes of occupancy complying with Chapter 4 of this code in buildings complying with the International Fire Code shall be considered in compliance with the provisions of this code.

The Owner will select the Prescriptive Compliance Method

IEBC Section 403 Alterations

403.1 General

Except as provided by Section 401.2 or this section, alterations to any building or structure shall comply with the requirements of the International Building Code for new construction. Alterations shall be such that the existing building or structure is no less conforming to the provisions of the International Building Code than the existing building or structure was prior to the alteration.

It is the intention of the Owner to improve and to safeguard the public health, safety and welfare as much as is feasible within the limits of the IEBC.

IEBC Section 404 Repairs

404.1 General

Buildings and structures, and parts thereof, shall be repaired in compliance with Sections 401.2 and 404. Work on non-damaged components that is necessary for the required repair of damaged components shall be considered part of the repair and shall not be subject to the requirements for alterations in this chapter. Routine maintenance required by Section 401.2, ordinary repairs exempt from permit in accordance with Section 105.2, and abatement of wear due to normal service conditions shall not be subject to the requirements for repairs in this section.

It is the intention of the Owner to repair and maintain as much as is feasible within the limits of the IEBC.

IEBC Section 501 General

501.1 Scope

The provisions of this chapter shall be used in conjunction with Chapters 6 through 13 and shall apply to the alteration, repair, addition and change of occupancy of existing structures,

including historic and moved structures, as referenced in Section 301.1.2. The work performed on an existing building shall be classified in accordance with this chapter.

501.1.1 Compliance With Other Alternatives

Alterations, repairs, additions and changes of occupancy to existing structures shall comply with the provisions of Chapters 6 through 13 or with one of the alternatives provided in Section 301.1.

501.2 Work Area

The work area, as defined in Chapter 2, shall be identified on the construction documents.

The Work Area is the portions of the building consisting of all reconfigured spaces as indicated on the construction documents. Work area excludes other portions of the building where incidental work entailed by the intended work must be performed and portions of the building where work not initially intended by the owner is specifically required by this code.

The Owner will provide documents indicating specifically the extent of the Work Area.

Section 502 Repairs

502.1 Scope

Repairs, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements.

502.2 Application

Repairs shall comply with the provisions of Chapter 6.

502.3 Related Work

Work on non-damaged components that is necessary for the required repair of damaged components shall be considered part of the repair and shall not be subject to the provisions of Chapter 7, 8, 9, 10 or 11.

The Owner will provide documents indicating specifically the extent of the Repairs.

IBC Section 504 Alteration—Level 2

504.1 Scope

Level 2 alterations include the reconfiguration of space, the addition or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional equipment.

504.2 Application

Level 2 alterations shall comply with the provisions of Chapter 7 for Level 1 alterations as well as the provisions of Chapter 8.

The Owner acknowledges that the Work of this Project is considered Level 2 and will comply with the provisions of Chapter 7 for Level 1 alterations as well as the provisions of Chapter 8.

804.4 Fire Alarm and Detection

An approved fire alarm system shall be installed in accordance with Sections 804.4.1 through 804.4.3.

805.4 Egress Doorways

Egress doorways in any work area shall comply with Sections 805.4.1 through 805.4.5.

805.4.1.1 Occupant Load and Travel Distance

In any work area, all rooms and spaces having an occupant load greater than 50 or in which the travel distance to an exit exceeds 75 feet (22 860 mm) shall have a minimum of two egress doorways.

See attachment Plan for floor plan concept and proposed Work.

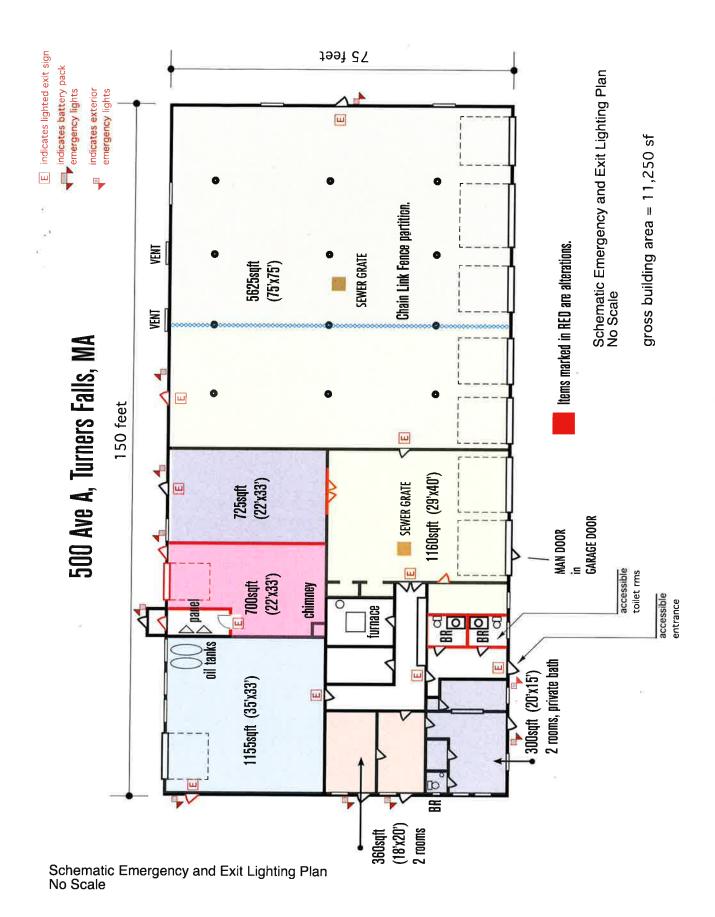
Signature

Joseph Mattei, Principal Architect

Joseph P. Mattei & Associates, Architects Planners 413-625-2584 jmattei@hughes.net



Attachment: Schematic Emergency and Exit Lighting Plan



Property Address: 500 Avenue A, Turners Falls, MA

QUITCLAIM DEED

The Town of Montague, a Massachusetts municipal corporation, acting by and through its Selectboard, having an address of Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376 (the "Grantor"), for consideration of Seventy-Five Thousand (\$75,000.00) Dollars paid, hereby grants, with *quitclaim covenants*, to **Nova Works, LLC**, having an address of 147 2nd Street, Turners Falls, Massachusetts 01376 (the "Grantee"), the land situated in Turners Falls, Franklin County, Commonwealth of Massachusetts, with the improvements located thereon (the "Property"), bounded and described as follows:

Beginning at a point at the intersection of Avenue A and Rastallis Street;

Thence North 38°40'21" West a distance of 130.18 feet, to a point;

Thence North 51°19'39" East a distance of 290.00 feet, to point;

Thence South 38°40'21" East a distance of 130.18 feet, to a point,

Thence South 51°19'39" West a distance of 290.00 feet, along Avenue A, to the point of beginning.

Containing 37,753 square feet (0.8667 acres).

Being "Parcel No. 2," "Parcel A" and "Parcel B" shown on a plan entitled "'Subdivision Approval Not Required' Plan of Land in Montague, Massachusetts Prepared for the Town of Montague," dated September 22, 2020, prepared by Harold L. Eaton and Associates, Inc., recorded with the Franklin County Registry of Deeds in Plan Book 147, Page 74.

This conveyance is subject to the terms and provisions of a Land Development Agreement, dated June, 2022 between the Town of Montague and the Grantee, recorded herewith.
No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.
For Grantor's title, reference shall be made to a deed recorded with the Franklin County Registry of Deeds in Book, Page
The property is conveyed pursuant to the vote under Article of the Annual/Special Town Meeting, a certified copy of which is attached hereto as Exhibit A.

[Signature Page Follows]

Witness our hands and seals this day of	of June, 2022.
	TOWN OF MONTAGUE, acting by and through its Selectboard
	Richard Kuklewicz, Chairman
	Christopher Boutwell, Vice Chairman
	Matthew Lord, Clerk
COMMONWEALTH OF Franklin, ss.	MASSACHUSETTS
On this day of June, 2022, before me, appeared to me through satisfactory evidence of identification	, who proved
preceding or attached document, and acknowledged its stated purpose, as a member of the Montague Se	I to me that he/they signed it voluntarily for
Notary Public My commission	

Exhibit A

Town Meeting Vote

Property Address: 500 Avenue A, Turners Falls, MA

QUITCLAIM DEED

The Town of Montague, a Massachusetts municipal corporation, acting by and through its Selectboard, having an address of Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376 (the "Grantor"), for consideration of Seventy-Five Thousand (\$75,000.00) Dollars paid, hereby grants, with *quitclaim covenants*, to **Nova Works, LLC**, having an address of 147 2nd Street, Turners Falls, Massachusetts 01376 (the "Grantee"), the land situated in Turners Falls, Franklin County, Commonwealth of Massachusetts, with the improvements located thereon (the "Property"), bounded and described as follows:

Beginning at a point at the intersection of Avenue A and Rastallis Street;

Thence North 38°40'21" West a distance of 130.18 feet, to a point;

Thence North 51°19'39" East a distance of 290.00 feet, to point;

Thence South 38°40'21" East a distance of 130.18 feet, to a point,

Thence South 51°19'39" West a distance of 290.00 feet, along Avenue A, to the point of beginning.

Containing 37,753 square feet (0.8667 acres).

Being "Parcel No. 2," "Parcel A" and "Parcel B" shown on a plan entitled "'Subdivision Approval Not Required' Plan of Land in Montague, Massachusetts Prepared for the Town of Montague," dated September 22, 2020, prepared by Harold L. Eaton and Associates, Inc., recorded with the Franklin County Registry of Deeds in Plan Book 147, Page 74.

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Annua	The property is conveyed pursuant to the vote under Article of the

[Signature Page Follows]

Witness our hands and seals this day	of June, 2022.
	TOWN OF MONTAGUE, acting by and through its Selectboard
	Richard Kuklewicz, Chairman
	Christopher Boutwell, Vice Chairman
	Matthew Lord, Clerk
COMMONWEALTH OF	F MASSACHUSETTS
Franklin, ss.	
appeared	the undersigned Notary Public, personally, who proved
to me through satisfactory evidence of identification	
, to be preceding or attached document, and acknowledge	the person whose name is signed on the
its stated purpose, as a member of the Montague S	electboard.
Notary Publi	<u> </u>
•	sion expires:

Exhibit A

Town Meeting Vote



THOMAS DOUGLAS Architects, Inc.

Date: November 9, 2021 Revised 06/06/2022

A Proposal for the Provision of Limited Professional Services

Between:

Architect Thomas Douglas Architects, Northampton, Massachusetts and

Client:

Walter Ramsey, Town of Montague, 1 Avenue A Turners Falls

Project name and location:

Town Hall Annex Garage Renovations Feasibility Study & Conceptual Design

Financial Parameters of project

Unknown

Time Parameters:

Milestone dates are: conceptual design & building assessment Fall 2022

The Owner's Program is:

Renovation of existing lower level former police station, 1 story garage and storage space into space for town assembly for up to 80 people and flexible use artist spaces. Additionally, office space and storage are to be provided. Existing structure to remain intact with new windows and doors as required, new building envelope at walls and floor, new HVAC equipment as required.

Instruments of Service:

Instruments of Service, also referred to as the design documents, design drawings, Schematic Design drawings, Design Development drawings, or Construction Documents, are the drawings and specifications produced by the Architect for this project following the Owner's Program. Instruments of service are produced for each phase listed in the "Basic Services, Architectural" listed below. Instruments of service will be conveyed to the owner in a paper and electronic (pdf) format routinely throughout the project, and at the owner's request.



1.Design Scope of Services

Phase 1: Architectural Conceptual Design & Feasibility Study

- Site visit and in-the-field information gathering. Measuring space and confirming life safety elements
- Coordination with relevant consultants (Structural Engineer).
- Initial code study and documentation.
- Generate space needs assessment for use of former police offices and storage
- Generate spatial diagrams that respond to the use needs, code provisions, and program desires. Based on the feedback from town contact person.
- Generate conceptual renderings (up to 3) for presentation to public.
- Generate rendered site plan showing first floor layout to public.
- Generate a rough schedule for the design, permitting, and construction of the project.
- Generate Rough Order of Magnitude building cost opinion

Phase 2 - Structural Assessment

- Provide on-site structural assessment of the building and suitability for proposed new use group.
- Provide Written narrative of potential Structural modifications needed for use change in work area.

Phase 3 - MEP/FP Assessment

- Perform an on-site conditions assessment of visible, or readily accessible existing MEP/FP systems serving area of work
- The electrical engineer will review the condition of the main electrical service and select power
 distribution panels to assess if the electrical equipment should be upgraded or whether it can remain
 based on the renovation scheme explored during this study.
- Desktop review of potential mechanical and electrical system upgrade or replacement schemes for compatibility with the building renovations and qualitatively evaluate efficiency benefit versus first cost.
- Develop a brief technical memorandum summarizing the findings of our conditions assessment and recommendations for upgrades to existing systems, or recommendations for entirely new systems.

2. Work Not Included in Basic Services

- Property survey showing boundaries, topography, structures, utilities, etc.
- Structural Engineering Design
- Mechanical Engineering: Heating, cooling, and ventilation design.
- Electrical Engineering: We will show the layout of the fixtures. It is the responsibility of the electrical contractor or engineer to follow all electrical codes.
- Plumbing Engineering: We will show the layout of the fixtures on our drawings, but we will not show any
 piping. The plumbing contractor or engineer will coordinate to properly size all piping and locate all
 connections. It is the responsibility of the plumbing contractor or engineer to follow all plumbing codes
 and inform the owner and architect of potential problems.
- Construction Estimate. (we are providing Rough Order of Magnitude budget opinion only)
- Civil or sanitary design.
- Utility coordination or assessment (gas or electric)
- Graphic design and construction documents for signage.

- Furniture and fixture selections, ordering, handling, or purchasing.
- Hazardous materials survey or report.
- Review and process pay requisitions.
- Geotechnical Engineering (may be required by engineer)
- Fire Protection Sprinkler System design and drawing.
- Code consultant (we will provide the code review)
- Environmental analysis or impact study
- Wetlands survey or any other special survey required by the Conservation Commission.
- Landscape plant materials plan
- Revisions to approved plans. (Major changes to the scope of work and new schematic design work during the construction document phase constitute a "revision to approved plans").

Consultants expense not included as Basic Services

- Civil Engineering
- Landscape Architecture and Design
- Interior Design
- Graphic design

3. Compensation, Architectural

- Phase 1 Architectural Conceptual Design & Feasibility Study \$12,000
- Phase 2 Structural Assessment: \$3.000
- Phase 3 MEP/FP Assessment: \$13,500
- Total phase 1-3: \$28,500

All Architectural work beyond basic services will be charged at an hourly rate.

Revision: If the project is not complete after 1 years from the date of the contract, the architect reserves the right to renegotiate hourly rates.

Architectural Hourly Rates:

Principals: \$130.00 per hour

Architects: \$100 per hour

Interior Design: \$100.00 per hour

4. Payment Schedule.

- Prepayment: A prepayment of \$3,500 is required to initiate the project (invoice attached)
- Payments will be billed monthly, and will reflect the level of completion of the current phase
- 5. Reimbursables (These are NOT included in Basic services and will be billed as an additional expense)
 - Reproduction expenses. (Xerox copies)
 - Express Mail.

 Zoning Board, Architectural Access Board, Design Review Commissions, Historic Commissions or Planning Board meetings or variances. If requested, we will attend these meetings and invoice them as an additional service at our standard hourly rate.

Change in Services

Changes in Services of the Architect, including services required of the Architects consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architects services are affected as described in paragraph 1 below. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all of a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation and to any Reimbursable Expenses described above.

If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation.

- 1. Change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service.
- 2. Enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service (see definition above).

Ownership of Architects drawings, specifications, and other documents.

Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original Drawings, Specifications and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data, documents and design, and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents.

The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other Instruments of Service on other projects, for additions to this Project or completion of this Project by others so long as the Architect is not adjudged to be in default under this Agreement. Reuse without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other Instruments of Service. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

Ownership of the latest original Drawings and Specifications prepared by the Consultant shall be conveyed to the Owner in the same manner and to the same extent as provided in the attached Prime Agreement, and the Consultant shall be

afforded the same rights with respect to electronic data or other reproducible copies of the Drawings and Specifications and the information contained therein as are afforded to the Architect in the attached Prime Agreement.

The Owner represents that the Owner owns the copyright in or holds appropriate licenses for drawings and specifications furnished by the Owner to the Architect for use in connection with the Project, and, upon reasonable request, the Owner shall furnish to the Architect evidence of such ownership or licenses. The Owner shall defend suits or claims for infringement of copyrights arising from such material furnished by the Owner and shall indemnify and hold harmless the Architect, Architect's consultants, and their employees and agents of any of them from loss, including attorneys' fees, on account thereof.

Termination, Suspension or Abandonment

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this agreement.

Architect's Responsibilities

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

Architect's Reasonable Standard of Care:

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Owner's Responsibilities

The Owner(s) will use their best efforts to provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as, surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

Concealed or Unknown Conditions in Existing Buildings:

The Owner shall provide information regarding the existing facility, including destructive testing and investigation of concealed conditions, in a timely manner. In the event documentation or information furnished by the Owner is inaccurate or incomplete, any resulting damages, losses and expenses, including the cost of the Architect's Change in Services or Additional Services, shall be borne by the Owner If the Owner does not provide documentation or information beyond that which is apparent by non-intrusive observations of the existing facility and the Owner does not perform destructive testing or investigate concealed or unknown conditions, the Owner shall assume sole

responsibility, including the cost of Change in Services or Additional Services of the Architect, if any, for all unknown or concealed conditions that are encountered during construction that require changes in the design or construction of the Project.

Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, an arbitrator to be mutually selected will arbitrate it. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

Assignment of this Agreement:

In lieu of any provision in this Agreement against assignment, the Owner may propose an assignment of its rights and responsibilities under this Agreement to a third party when the following conditions have been met: prior to any assignment, the Owner and the Owner's proposed assignee shall furnish to the Architect reasonable evidence that arrangements have been made by the proposed assignee to fulfill the Owner's obligations, including financial obligations, under this Agreement. If the Architect has no reasonable objection to the proposed assignment, the Owner may then assign

the Agreement. Any expense incurred by the Architect as a result of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or by overnight courier.

Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of MA.

Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

Modification

This agreement may be modified only by a written agreement signed by the parties.

Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

Limitation of Liability:

Neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly or individually liable to the Owner for an amount in excess of the proceeds of the available professional liability insurance coverage.

Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.



Authorization:

By signing below, you authorize that:

- You are authorized by your company/organization to make this agreement binding.
- The terms stated within this contract are agreed and accepted, and that no additional changes can be made unless agreed-upon and initialed by both parties
- You authorize Thomas Douglas Architects, Inc. to work on your behalf under the terms in this agreement.

Thanks for the opportunity to work on this project.

If you have questions about this proposal, I would be happy to sit down with you and discuss. I try to be as open and easy to work with as possible and I know that each project needs good communication to succeed. I am open to any and all of your suggestions.

Offered by:

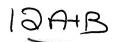
Daniel Bonham Thomas Douglas Architects 196 Pleasant St Northampton, MA 01060

dan@tdouglasarchitects.com

www.tdouglasarchitects.com

Accepted by (Client)
Signature

Printed signature



WendyB-Montague Selectboard

From:

Sharon Pleasant <spleasant@fcrhra.org>

Sent:

Wednesday, June 8, 2022 1:26 PM

To:

WendyB-Montague Selectboard

Subject:

one more item!

Wendy

We would also like to add Payment #6 in the amount of \$3,940 to the agenda, please. I'll send the attachment shortly.

CDF-G-2020-Montague-00896

1. Authorization to disburse payment #6 in the amount of \$3,940 to Berkshire Design for Avenue A Streetscape Phase III Construction Administration Fees

WendyB-Montague Selectboard

From:

Sharon Pleasant <spleasant@fcrhra.org>

Sent: To: Wednesday, June 8, 2022 12:07 PM WendyB-Montague Selectboard

Cc:

Brian McHugh

Subject:

Selectboard Agenda

Wendy,

Brian would like to be on the agenda for June 13th, please.

Discussion for re-allocating uncommitted FY20CDBG Funds.

Sharon L. Pleasant
Community Development Program Manager
Franklin County Regional Housing
and Redevelopment Authority
241 Millers Falls Road, Turners Falls, MA 01376
412 863 0781 v 156



FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY

Authorized signature Selectboard

241 Millers Falls Road • Turners Falls, MA 01376 Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

AUTHORIZATION TO DISBURSE No. 6 Invoice # 2021-187-3 and Invoice # 2021-187-6 TOWN OF MONTAGUE FY20 (6J) AVENUE A STREETSCAPE PHASE III Contractor: Berkshire Design Group 4 Allen Place Northampton, MA 01060

Date: June 13, 2022

Original Contract Amount:	26,400.00
Total Contract	26,400.00
Total Paid to Date:	\$12,610
Balance:	13,790.00
This Invoice:	3,940.00
Balance:	9,850.00

Work Items Complete:

See attached invoice dated: June 8, 2022	FY2020 CDBG
FY2020 CDBG Funds allocated: \$3,940.00	\$ 3,940.00
I reviewed this invoice on <u>06/08/22</u> completed, as noted. I recommend approval of this pay	and found that the tasks have been request for \$3,940.00
8	mmunity Development – RA
I hereby authorize the above payment	TOWN of MONTAGUE (2 of 3 required)
	 Authorized signature
	Chair, Selectboard
	A. the size of size of the
	Authorized signature
(i)	Selectboard



4 Allen Place, Northampton, MA 01060 413-582-7000 t • 413-582-7005 f

INVOICE # 2021-187-6

Town of Montague Planning Dept. Mr. Walter Ramsey, AICP 1 Avenue A

June 8, 2022

Project No: 2021-187

Turners Falls, MA 01376

Re: Montague - Shea Theater - Avenue A Streetscape

For professional landscape architectural, civil engineering and land surveying services listed below for the period May 1, 2022 to May 31, 2022:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

		% Complete	% Complete	Amount Due
Task	Fee	(to date)	(this period)	(this Period)
Bidding	\$6,700.00	100.00%	0.00%	\$0.00
Construction Administration	\$19,700.00	80.00%	50.00%	\$9,850.00
	\$26,400.00			
Subtotal Task Charges				\$9,850.00

INVOICE TOTAL \$9,850.00

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

Statement of Accounts

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2021-187-3	2/11/2022	\$0.00	\$0.00	\$0.00	\$1,902.50	\$1,902.50
2021-187-5	5/23/2022	\$4,925.00	\$0.00	\$0.00	\$0.00	\$4,925.00
Total Prior Billing	_	\$4,925.00	\$0.00	\$0.00	\$1,902.50	\$6,827.50

Total Due \$16,677.50

50% of completed work = \$9850.00

Paid check #3610 in the amount of \$985 toward Construction Administration Paid check # in the amount of \$4,925 toward Construction Administration

Amount Due with this Invoice = \$3,940

POSITION TITLE: Assistant Town Administrator **DATE:** June 2022

DEPARTMENT: Selectboard Office **GRADE:** I

REPORTS TO: Town Administrator **FLSA:** Exempt

Statement of Duties

Position provides professional management for the Town of Montague with a specific focus on the planning, design, and implementation of initiatives related to economic and community development, municipal facilities, and infrastructure. In this context, core activities will regularly include the development of strategic plans, grant-making, grant and contract management, procurement, hiring and management of contractors, and administrative process management; as well as inter-departmental coordination and management of assigned special projects.

This position is collaborative in its design and requires the position holder to work closely with department heads who may hold primary or overlapping responsibility for operations or projects. Key collaborators include the Town Administrator, and leaders of the DPW, WPCF, Planning, and Buildings departments, as well as leaders of other departments that manage or operate within facilities other than Town Hall. Employee will regularly collaborate with department leaders and assume additional responsibility when the Town Administrator is unavailable.

The position will engage and support Town boards, including but not limited to the Capital Improvements Committee, the Montague Economic Development Industrial Corporation, the Montague Energy Committee, and any ad hoc facility study or building committees. The position will support the Planner and Building Inspector as needed relative to matters of relevance to the Planning Board and Zoning Board of Appeals, and any other boards that they may support.

Supervisory Responsibilities

Responsibilities include support for supervision and evaluation of department heads as designated by the Town Administrator, as well as the management of vendors and other individuals implementing projects on the Town's behalf. Employee supervision will include ensuring that proper work procedures and performance standards are upheld, supporting employee development, providing performance feedback, and implementing personnel policies and systems in conjunction with the Town Administrator in a manner consistent with established human resource policy.

Employee may have access to town-wide confidential information including personnel files, collective bargaining negotiations, criminal investigations, and lawsuits; at the discretion of the Town Administrator.

Supervision/Guidance Received

Employee works with substantial autonomy under the direction of the Town Administrator. Employee performs all functions in conformance with general directives and objectives set forth by the Town Administrator and Selectboard, but within that context is assumed to employ substantial discretion in the scoping and execution of work assignments. Employee establishes goals, objectives, and methods for accomplishing work, and assumes direct accountability for results of projects under their management. Employee seeks advice and counsel of the Town Administrator on matters that the employee does not have the authority to resolve.

Employee approaches all work in a manner consistent with statutory requirements, state and federal regulations, applicable professional standards, and town by-laws. Employee is expected to resolve conflicts and coordinate with others as necessary. Job performance is subject to evaluation by the Town Administrator, who may elect to seek input from other collaborators.

Job Environment

Work is performed according to administrative or organizational policies, general principals, legislation, or directives as they pertain to municipal operations. Extensive judgment and ingenuity are required to develop new, or adapt existing, methods and approaches for accomplishing work objectives; and to deal with new or unusual requirements within the limits of existing guidelines and policies. In cases of substantial ambiguity, the employee will consult with the Town Administrator, who serves as the town's authority in interpreting and applying guidelines and policies. Work consists of managerial functions and processes such as planning, organizing, coordinating, evaluating, and integrating activities and programs relevant to multiple departments, particularly in the area of capital facilities and infrastructure projects.

Errors can result in delay or loss of service, legal repercussions, and monetary loss.

The employee is expected to maintain constant contact to respond to inquiries, requests, or complaints regarding municipal operations. The position has ongoing contact and responsibility for maintaining positive relations Town departments; selected Town committees; local, state, and federal agency staff; the local business community; contracted vendors; and various other groups and organizations. Contacts may occur in person, remotely via video or phone, and in writing to give or receive information, coordinate and administer work, resolve problems or respond to inquiries.

Position Functions

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

- 1. Manages the community and economic development efforts of the Town including overseeing development of plans and studies; conceptualizing land-use strategy; organizing community and business development efforts; managing contracted resources; coordinating the town's marketing and promotion efforts; and administering the town's Economic Development Incentive Program (EDIP), including the preparation of Tax Increment Financing (TIF) agreements and coordinating the town's related advisory committee.
- 2. Develops short- and long-range capital improvement plan focused on municipal facilities and infrastructure. Manages the development of Town-wide asset inventories, and assesses and prioritizes among competing demands for maintenance and improvement. Develops Six-Year and extended capital plans in close coordination with departments and the Capital Improvements Committee. Works with the Town Administrator, Selectboard and Finance Committee to build a sustainable financial strategy to support implementation of the capital plan.
- 3. Manages development and maintenance of a repository of Town facility and infrastructure plans to facilitate project design and implementation, and to enhance the ability to plan and execute work in the future. Identifies and implements appropriate technology or other tools to ensure long term preservation and accessibility of these plans.
- 4. Identifies and supports development of grant applications related to community and economic development, facilities, and infrastructure improvements. Assists with related contracting and oversees related grants management to ensure project managers maintain compliance with applicable grant requirements.
- 5. Manages/oversees procurement relative to design and construction projects, in coordination with responsible department heads and in consultation with the Chief Procurement Officer.
- 6. Acknowledging the provisions of G.L. 143, Section 3, provides oversight and support to the Building Inspector, and to the Town Planner/Conservation Agent, facilitating a supportive team environment and ensuring capital facilities and infrastructure planning is effectively engaged and informed by those disciplines.
- 7. Serves as the town's Americans with Disabilities Act (ADA) Coordinator
- 8. Serves as the town's representative to local and regional transit organizations and initiatives, specifically to include the Franklin Regional Transit Authority, and to utility companies on matters related to community or economic development, energy policy, or land use.

Recommended Minimal Qualifications

Education and Experience

A candidate for this position should have a Master's Degree in Regional, Urban or Community or Economic Development Planning (AICP preferred), or Public Administration or Public Policy, or a closely related field, <u>AND</u> a minimum of five to seven (5-7) years of experience working in a closely related municipal role; or an equivalent combination of education and experience.

Additional Requirements

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

Knowledge, Skills and Abilities

A candidate for this position should have:

- Thorough knowledge of principles and practices of community and economic development, consensus building, public procurement, state and federal grantmaking, project management
- Thorough knowledge of zoning, bylaws, and statutes applicable to the work of the position

Skill in:

- Community engagement and facilitation, public speaking, and presentation
- Organization and synthesis of data for application in a municipal environment
- Synthesizing and prioritizing information from diverse stakeholders
- Development and execution of complex plans in response to community needs
- Grant writing and grant management
- Project management in a municipal context

And ability to:

- Establish and maintain harmonious and productive working relationships with town officials, colleagues, state and federal entities, and general public
- Effectively and diplomatically communicate both verbally and in writing
- Integrate current and future technology tools and software into daily work and institutional work process

Tools and Equipment Used

The employee operates standard office equipment (e.g., personal computer, laptop telephone, copier, facsimile) and is expected to adapt to and integrate new equipment, systems, or technology over time.

Physical Requirements

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

Minimal physical effort is required to perform administrative duties. The employee is regularly required to sit, listen and/or speak, use hands, walk and stand. Moderate effort is required when conducting site inspections in the field. The employee is routinely required to climb, balance, lift up to 10 pounds, and operate a motor vehicle during work hours.

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

Work Environment

Approved:

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

Administrative work is performed under typical office conditions. The nature of work is subject to fluctuations throughout the year. Increases in workload can usually be planned for in advance. If a problem arises, employee is expected to re-prioritize tasks as needed to resolve it. Employee is required to work outside of normal business hours and/or at night on a daily basis and/or at night at least one day or several days per week. Employee may be contacted at home at any time to respond to emergencies.

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

rippioved.	
	Date
Roard Chair	

POSITION TITLE: Administrative Assistant **DATE:** June 2022

DEPARTMENT: Selectboard **GRADE:** NAGE B

REPORTS TO: Executive Assistant **FLSA:** Non-Exempt

Statement of Duties

Position performs clerical and secretarial functions for the Selectboard and Town Administrator's Office. Responsibilities include filing and maintenance of documents and records, answering telephone calls, receiving, and assisting customers, preparing correspondence, conducting research, updating website and CodeRed, performing data entry, providing customer service, and assisting in the daily operation of the office.

Supervision/Guidance Received

Employee works under the general supervision of the Executive Assistant. Employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently. Unusual situations are referred to the supervisor for further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed.

Job Environment

Position responsibilities require the use of judgement to follow standardized practices, procedures, or general instructions that govern the work. Employee is expected to locate, select, and apply the most pertinent practice, procedure, regulation, or guideline for a given situation. Employee plans and prioritizes work in response to the nature of the transaction and/or the information involved, or sought, in a particular situation, at the direction of their supervisor.

Errors can result in a delay of service.

Position has occasional contact with the public, in person or on the phone. Position has daily contact with other town departments for the purpose of giving or receiving information and assistance and coordinating tasks. Contact usually occurs in person, in writing, or on the phone. Errors can result in a delay of service.

Position Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude

them from the position if the work is similar, related, or a logical assignment to, or extension of, the position.

Essential Functions

- 1. Performs clerical duties for department; prepares correspondence; copies documents; maintains and updates files and records; and prepares mailings
- 2. Works with Executive Assistant to compile information for Selectboard meetings; attend Selectboard meetings in absence of Executive Assistant.
- 3. Processes bills for payment; submits information to the Town Accountant for payment; maintains records of expenditures.
- 4. Receives incoming calls and visitors to the office; responds to inquiries or requests for assistance or directs customers to the appropriate personnel for assistance
- 5. Maintains and updates Town databases, inputs, and updates information as required, and generates reports as requested
- 6. Transcribes minutes from Selectboard meetings, distributes minutes, and maintains records of minutes for files.
- 7. Assist with coordinating appointments to all Town committees and applicable positions; maintains appointment records.
- 8. Assist with producing the Annual Town Report from all town departments, boards, and committees.
- 9. Performs other Selectboard office tasks as may be required.
- 10. Updates Town web-site and social media with Selectboards' news and information.
- 11. Provide assistance consistent with job skills to other Town departments or committees at discretion of supervisor.

Recommended Minimal Qualifications

Education and Experience

A candidate for this position should have a High School diploma or equivalent with strong computer and writing skills, and one (1) to three (3) years experience in an administrative or similar environment.

Additional Requirements

Knowledge, Skills and Abilities

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

• Principles, practices and methods related to office procedures

Skill in:

- Communication, customer service and organization skills
- Proficiency with common office software (Microsoft Office Suite)
- Aptitude with technology

And the ability to:

- Manage and organize accurate, detailed records
- Handle multiple tasks simultaneously, despite interruptions
- Deal effectively with officials, employees, and the public
- Maintain patience, tact, and exercise good discretion

Tools and Equipment Used

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

Physical Requirements

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

Minimal physical effort is required to perform administrative duties. The employee is frequently required to sit, speak, hear, and use hands to operate computer during work hours. The employee must regularly stand and walk. Vision requirements include the ability to read routine documents for analysis and general understanding and view a computer screen. The position requires lifting and carrying objects weighing up to 10 pounds.

Work Environment (Hours may be flexible)

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

Administrative work is performed under typical office conditions. Occasional coverage of evening Selectboard Meetings when the Executive Assistant is unavailable.

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

Approved:		
	Date	
Steven E. Ellis		
Town Administrator		

Name: HIRING COMMITTEE: Assistant Town Administrator

MONTAGUE APPOINTED OFFICIAL

NAME:	Steve Ellis, Wendy Bogus	z, Tom Bergeron, C	helsey Little
	Bill Ketchen, Greg Garriso	n, Kimberly Williams	}
DATE:	6/	13/2022	
COMMITTEE:	HIRING COMMITTEE:	Assistant Town Adr	ninistrator
TERM:	Until p	osition filled	
TERM EXPIRATION:			
SELECTMEN, TOWN C	F MONTAGUE	TERM STARTS:	6/14/2022
		_	
		-	-
Steve Ellis, Wendy Bog	usz, Tom Bergeron, Chelse	ey Little, Bill Ketch	nen,
	perly Williams persona		
he/she would faithfully a	nd impartially perform his/h	•	
		_according to the fo	regoing
appointment.			
Received	and entere	ed in the records of	f the
Town of Montague.			
		MONTAGUE	E TOWN CLERK
This is to acknowledge the of the General Laws, the	hat I have received a copy of Open Meeting law.	of Chapter 30A, Sec	otions 18 - 25,
		APPOINT	ED OFFICIAL

^{***}If you choose to resign from your appointed position during your term, you must notify the <u>Town Clerk</u> in writing before such action takes effect.

Grant No: CWA-22-04 Date: June 1, 2022

Grantee: Town of Montague

Grant Amount: \$150,000

GRANT AGREEMENT

(Asset Management Plan Grant Program)

This Grant Agreement (this "<u>Agreement</u>") is entered into by and between the Massachusetts Clean Water Trust (together with its successors and assigns, the "<u>Trust</u>"), an instrumentality of The Commonwealth of Massachusetts (the "<u>Commonwealth</u>") and the grantee listed above, a political subdivision or public instrumentality (together with its successors and assigns, the "<u>Grantee</u>").

WHEREAS, in accordance with the Enabling Act the Massachusetts Department of Environmental Protection (the "<u>Department</u>") has issued a Project Approval Certificate to the Trust approving the Project (as defined in Section 2.2) and the costs thereof to be funded by the Trust and, in connection therewith, the Grantee and the Department are executing and delivering, simultaneously with the execution and delivery of this Agreement, one or more Project Regulatory Agreements pertaining to the eligible activities as approved by the Department for the Project.

WHEREAS, the Trust is willing to extend financial assistance in the form of a grant (the "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee will agree to adopt, follow and publicize the Project after completion thereof to the satisfaction of the Department; and

WHEREAS, the Grantee is willing to accept the Grant and its obligations hereunder on the terms stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the Trust is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) Organization; Power, Etc. The Grantee is a Local Governmental Unit or other Eligible Borrower (each as defined in the Enabling Act) with full legal right and authority to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the Project and to carry out and consummate all transactions contemplated by the foregoing;
- (b) Authority. The Grantee has duly and validly authorized the execution and delivery of this Agreement, and all approvals, consents, and other governmental or corporate

proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made.

- (c) No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Trust and the Department, is pending or, to the knowledge of the Authorized Officers of the Grantee (as identified on Schedule A) executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of the Project or (2) contesting or affecting the validity of this Agreement, or the power of the Grantee to apply any revenues or to assess and collect, as applicable, betterments, taxes, rates and charges to provide the Grantee Contributions (both cash and In-Kind Services as described in Schedule A) as contemplated by this Agreement; and neither the corporate existence of the Grantee nor the title to office of any Authorized Officer of the Grantee executing this Agreement, is being contested.
- (d) No Conflicts. The authorization, execution and delivery of this Agreement, and performance thereof, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (f) Information Submitted. All information, reports, and other documents and data submitted to the Trust in connection with this Agreement (including without limitation the Application) were, at the time the same were furnished, and are, as of the date hereof, complete and correct in all material respects.
- (g) Ratification. By executing this Agreement, the Grantee affirms and ratifies all statements, representations and written documents that it has submitted to the Trust in connection with this Agreement (including, without limitation, the Application).

ARTICLE II - THE GRANT

2.1 Grant Amount and Expiration Date

- (a) Grant Amount. The Trust agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, a Grant, in the maximum amount specified on Schedule A hereto.
- (b) Expiration Date. The Grant, and the obligation of the Trust to disburse the Grant, or any portion thereof, shall expire on the date (the "Expiration Date") specified on Schedule A hereto. No portion of the Grant will be disbursed by the Trust after the

Expiration Date. The Trust, in its sole discretion, may approve extensions of the Expiration Date.

2.2 Project

- (a) Grant Purpose. The Grant has been made solely to finance the establishment or extension of the asset management plan (including the publication and implementation thereof) described on Schedule B (the "Project").
- (b) Project Schedule. The Grant will be disbursed by the Trust no more frequently than monthly during the active project phase. The Department and the Grantee have established the payment request schedule set forth in Schedule C. Project completion will be evaluated by the Department.

ARTICLE III - CONDITIONS OF FUNDING

3.1 General Conditions

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the Trust in its discretion).

- (a) Executed Grant Agreement. The Trust shall receive a duly executed original of this Agreement.
- (b) Executed Consulting Agreement. The Department shall receive a duly executed original of the consulting engineering contract between the Grantee and a consulting engineering firm acceptable to the Department, relating to the Project.

3.2 <u>Conditions to Disbursements</u>

The obligations of the Trust to approve or make any disbursement of the Grant is subject to the satisfaction of each of the following conditions on or before the date of such disbursement (all documents, certificates and other evidence of such conditions are to be satisfactory to the Trust in its discretion):

- (a) Continuing Representations and Warranties. That the representations and warranties of the Grantee contained in this Agreement be true and correct on and as of the date of such disbursement as though made on and as of such date.
- (b) Accounting of Grantee Contributions.
 - (i) Cash Contributions Expended. That the Grantee shall have provided an accounting, in form and detail acceptable to the Department, of the amount of Cash Contributions (A) expended prior to the date of the disbursement and (B) the amount, if any, expected to be expended following such disbursement.

- (ii) In-Kind Services Applied. That the Grantee shall have provided an accounting, in form and detail acceptable to the Department, of the amount and calculation of Grantee Contributions constituting In-Kind Services (A) applied to the date of the disbursement and (B) the amount, if any, expected to be applied following such disbursement.
- (c) Compliance with Agreement. That Grantee is in material compliance with this Agreement.
- (d) Additional Documents. That the Grantee provides the Trust with such additional documents as the Trust may reasonably request.

3.3 Grant Disbursements

Subject to Section 4.2, the Trust shall make disbursements of the Grant no more frequently than monthly.

- (a) Disbursements shall be in an amount that is approved by the Department as eligible costs and is accounted for by consultant/supplier invoices, In-Kind Services records, and cash contribution records.
- (b) Monthly disbursements are contingent on the Grantee submitting monthly progress reports in form and detail acceptable to the Department. Failure to submit such reports may place a hold on future disbursements from the Trust until the Department confirms to the Trust that reporting for the Grantee is up to date.
- (c) The final disbursement shall be in an amount that, together with the amounts previously disbursed, will not exceed the Grant amount. Upon completion of the Project, the Grantee shall file a Project Completion Certificate with the Department as described in the Project Regulatory Agreement. The final disbursement shall not be made until the Department approves Project completion, as evidenced by the Department's filing of the Project Completion Certificate with the Trust.

ARTICLE IV - AFFIRMATIVE COVENANTS

4.1 Generally

Unless otherwise agreed to in writing by the Trust, while this Agreement is in effect, the Grantee shall duly observe each of the affirmative covenants contained in this Article IV -.

4.2 <u>Use of Disbursements and Application of Grantee Contributions</u>

The Grantee shall expend the Grant funds and shall expend or apply, as the case may be, Grantee Contributions only for eligible costs of the Project as determined by the Department. The Trust shall have no obligation to disburse or expend any amounts for the Project in excess of the Grant.

4.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project and will obtain loans or funds or receive binding commitments for supplemental funding in an amount needed to ensure completion of the Project.

4.4 Additional Affirmative Covenants or Conditions

The Grantee shall comply with the additional affirmative covenants or conditions, if any, set forth in Exhibit I hereto.

ARTICLE V - TERMINATION AND REMEDIES

5.1 Termination of the Grant by the Trust

- (a) Termination of the Grant by the Trust. The Trust, in its sole discretion, may terminate this Agreement and cease making disbursements of the Grant:
 - (i) if, as of the Expiration Date, the Grantee has not met all conditions to the final disbursement as described in Section 3.3(c) to the satisfaction of the Department;
 - (ii) if the Grantee has materially breached of any term of this Agreement, including but not limited to terms relating to timely expenditure and application of Grantee Contributions, providing property owner permissions and furnishing construction permits and meeting the milestones set forth in the approved Project schedule, or that the Grantee has failed to strictly comply with any applicable state or federal regulation applicable to the Project and/or the Grant;
 - (iii) if any representation or warranty made by the Grantee in the Application, any request for disbursement, this Agreement, any certification, or other supporting documentation thereunder shall prove to have been incorrect in any material respect at the time made;
 - (iv) if the Grantee shall cease operations, on a voluntary or involuntary basis, of the drinking water, wastewater and/or stormwater system, as applicable, for which the Project is being completed.
 - (v) in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Trust action inconsistent with performing its obligations under this Agreement.
- (b) Notice of Termination. The Trust shall provide the Grantee with written notice of termination of the Grant as provided in subsection (a), setting forth the reason(s) for termination. The termination of the Grant and this Agreement shall be effective as of the date such notice of termination is sent by the Trust.

5.2 Termination of the Grant by the Grantee

The Grantee may terminate the Grant by written notification to the Trust, setting forth the reasons for such termination and the effective date.

5.3 Termination on Final Disbursement

This Agreement shall terminate upon receipt by the Grantee of the final disbursement as described under Section 3.3(c).

5.4 Effect of Termination; Reimbursement of Disbursements

Upon termination of the Grant and this Agreement, the Trust shall have no further obligation to make disbursements. Upon termination of the Grant and this Agreement pursuant to Sections 5.1(a)(i)-(iv) or Section 5.2, the Grantee shall reimburse the Trust for all disbursements of the Grant on a schedule to be negotiated in good faith between the Trust and the Grantee, but in no event more than three (3) years from the date of such termination.

ARTICLE VI - MISCELLANEOUS

6.1 <u>Notices</u>

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered to the intended recipient at the "Address for Notices" specified in Schedule A; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

6.2 No Waiver

No failure or forbearance on the part of the Trust to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Trust of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

6.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any Federal or State legal proceedings arising under this Agreement in which the Trust is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

6.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the Trust and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the Trust.

6.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the Trust unless otherwise specified in this Agreement. The parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

6.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

6.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

6.8 Schedules, Exhibits and Attachments; Counterparts

Each Schedule and Exhibit and each other attachment hereto and referred to herein is an integral part of this Agreement. Moreover, this Agreement may be executed in several counterparts, each of which shall be deemed to be an original.

6.9 No Third Party Beneficiary

This Agreement is exclusively between the Trust on the one hand and the Grantee on the other, and does not nor is intended to create any privity of contract with any other party not a party hereto, nor to imply a contract in law or fact. Any funds disbursed by the Trust are intended to finance the Project. Any approvals given by the Trust or the Department to the Grantee are solely for the benefit of the Trust. The Trust is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the Trust and the Grantee.

6.10 <u>Term</u>

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the Trust replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the Trust for disbursements of the Grant; or
- (c) This Agreement has been terminated pursuant to the provisions of Article V hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the day and year first above written.

MASSACHUSETTS CLEAN WATER TRUST

By	Authorized Officer Title: Executive Director	_
GRA	NTEE	
Ву:	Authorized Officer Title:	

SCHEDULE A

1.	Grant No.: <u>CWA-22-04</u>	
2.	Town of Montague Grantee:	
3.	Grant Amount: <u>\$150,000</u>	
4.	Grant Agreement Date: 6 / 1 /2022	
5.	Expiration Date: 6 / 1 /2024	
6.	Grantee Contributions	
	a. Cash: \$52,000	
	b. Value of In-Kind Services: \$48,000	

- 7. Authorized Officers:
 - a. of the Trust: The Chairman and the Vice Chairman of the Trust (and each designee thereof pursuant to G.L. Ch.30 §6A) the Executive Director and Treasurer of the Trust
 - b. of the Department: The Commissioner, the Deputy Commissioner and the Deputy Assistant Commissioner for Financial and Construction Management of the Department

. . .

c. Loan Proceeds: \$0

Eileen Seymour, Treasurer

c. of the Grantee:

Town of Montague

1 Avenue A,

Turner Falls, MA 01376

- 8. Addresses for Notices:
 - a. To the Trust:

Massachusetts Clean Water Trust

One Center Plaza

Boston, Massachusetts 02108

b. To the Department: Department of Environmental Protection

One Winter Street, Sixth Floor Boston, Massachusetts 02108 Attention: Commissioner c. To the Grantee:

Eileen Seymour, Treasurer Town of Montague 1 Avenue A, Turner Falls, MA 01376

SCHEDULE B

Description of Project

The Town of Montague seeks to develop an Asset Manage Plan that includes an asset inventory of the Town's stormwater and sewer system. This Plan will expand the Town's ability to access and organize asset information via GIS, and create a funding analysis to pay for capital improvement projects, including a rate structure review. The project includes hydraulic modeling to identify critical combined sewers nearing capacity and evaluate CSO reduction solutions as part of the Town's LTCP for CSO mitigation. Field investigations in combined sewer system areas will be conducted to evaluate CSO reduction solutions as part of the LTCP. Field investigations will be performed in the Village of Millers Falls, which has known inflow and infiltration (I/I), to identify I/I sources and to recommend approaches to reduce I/I.

SCHEDULE C

Disbursements of the Grant are expected to be made on the following schedule, subject to, among other things, approval by the Department.

Month/Year	Estimated Draw Down
June 2022	\$11,760
July 2022	\$13,512
August 2022	\$25,518
September 2022	\$21,034
October 2022	\$7,825
November 2022	\$8,476
December 2022	\$29,458
January 2023	\$14,954
February 2023	\$4,821
March 2023	\$4,821
April 2023	\$4,821
May 2023	\$1,500
June 2023	\$1,500
Total	\$150,000

$Exhibit \ I-Special \ Conditions$

PRA

DESCRIPTION TRANSMITTAL FORM

MONTAGUE

Local Government Unit

Project Regulatory Certificate CWA-22-04

NEW - 06/01/2022

Project:

Montague Asset Management Project

Project No.

CWSRF-7015

Project Description:

The Town of Montague seeks to develop an Asset Manage Plan that includes an asset inventory of the Town's stormwater and sewer system. This Plan will expand the Town's ability to access and organize asset information via GIS, and create a funding analysis to pay for capital improvement projects, including a rate structure review. The project includes hydraulic modeling to identify critical combined sewers nearing capacity and evaluate CSO reduction solutions as part of the Town's LTCP for CSO mitigation. Field investigations in combined sewer system areas will be conducted to evaluate CSO reduction solutions as part of the LTCP. Field investigations will be performed in the Village of Millers Falls, which has known inflow and infiltration (I/I), to identify I/I sources and to recommend approaches to reduce I/I.

Contract/Transmittal Notes:

DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND PROGRAM PROJECT REGULATORY AGREEMENT

This PROJECT REGULATORY AGREEMENT, (the "PRA"), dated June 1, 2022 is by and between the Department of Environmental Protection (the "Department"), and the Town of Montague (together with its successors and assigns, the "Borrower"):

WITNESSETH:

WHEREAS, M.G.L. c. 29C, as amended, Chapter 275 of the Acts of 1989, as amended, and Chapter 78 of the Acts of 1998, as amended (collectively, the "Act") authorizes the Department and the Massachusetts Clean Water Trust (the "Trust") to assist Local Government Units and other Eligible Applicants in The Commonwealth of Massachusetts (the "Commonwealth") to implement State Revolving Fund Projects; and

WHEREAS, the Applicant has requested that the Trust finance or refinance costs of the State Revolving Fund Project described in this Agreement (the "Project") by one or more loans and/or grants (collectively, the "Financing") from the Trust to the Applicant, and to evidence the terms of each Financing, the Applicant has executed and delivered to the Trust one or more Financing Agreements and/or Grant Agreements (collectively, the "Financing Agreement"), on the same date as this PRA; and

WHEREAS, the Financing, the Project and the Costs thereof to be financed or refinanced by the Financing have been approved by the Department in accordance with the Act and the Regulations; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this PRA, the Department and the Applicant agree as follows:

Section 1. Definitions

1.1 Unless the context otherwise requires, all capitalized, undefined terms used in this PRA shall have the same meanings given such terms in the Recitals above, in the Act, in the Financing Agreement, or in the applicable Regulations. In addition, the following words and phrases shall have the following meanings.

"Authorized Officer of the Applicant" means the officer or officers of the Applicant identified as such in Exhibit A to this PRA.

"Default" means any of the events or circumstances specified in Section 5 of this PRA.

"Project" means the State Revolving Fund Project of the Applicant described in Exhibit A to this PRA.

PRA No.: CWA-22-04

"Project Approval Certificate" means the certificate issued by the Department to the Trust approving the Project and certifying those costs of the Project determined by the Department to be eligible for assistance from a loan and/or grant and those costs eligible for financial assistance pursuant to the Act.

"Project Cost(s)" means any Project costs approved by the Department pursuant to this PRA for payment or reimbursement from the proceeds of the Financing.

"Regulations" means, (i) with respect to Clean Water Projects, the Department's Clean Water State Revolving Fund program regulations at 310 CMR 44.00 et seq., and (ii) with respect to Drinking Water Projects, the Department's Drinking Water State Revolving Fund program regulations at 310 CMR 45.00 et seq.

Section 2. The Project and the Project Funding

- 2.1 The Applicant shall implement the Project in accordance with the tasks approved by the Department, and shall obtain the Department's prior written approval of any changes to the approved tasks for the Project.
- 2.2 The Applicant agrees with the Department's determination of eligible and ineligible Project Costs as set forth in Exhibit D attached hereto, and shall seek payment or reimbursement of Project Costs in accordance with such determination.
- 2.3 The Project shall be financed in the amount(s) and as applicable at the interest rate(s) set forth in Section II of Exhibit A.

PRA No.: CWA-22-04

Section 3. Disbursement of Loan Proceeds

- 3.1 DISBURSEMENT SCHEDULE. The Department and the Applicant agree that the disbursement schedule for Financing proceeds shall be as set forth in Exhibit B. Such disbursement schedule may be modified at the request of the Applicant, with the written approval of the Department and the Trust. Upon any such request, the Applicant shall provide the Department and Trust with an updated disbursement schedule.
- 3.2 REQUISITIONS. All requisitions must be emailed to the following email address: dmsdep.general@mass.gov
 - (a) All requisitions for payment or reimbursement of Project Costs shall be submitted by the Applicant in accordance with a form approved by the Department. Up to one (1) requisition may be submitted each month. Each requisition must be approved by the Department as evidenced by the signature of a Department official.
 - (b) Each requisition shall be signed by an Authorized Officer of the Applicant, shall set forth in reasonable detail the amount of payment or reimbursement due and the nature of the materials or property or services received, and shall provide the name and address of the person to whom payment or reimbursement is due. Each requisition shall be accompanied by the invoices for each of the amounts requisitioned. Each requisition shall also include a written certification signed by an Authorized Officer of the Applicant stating that:
 - (i) such payment or reimbursement is for Project Costs and that the obligations specified therein have not been the basis for a prior requisition which has been paid;
 - (ii) no Default as defined hereunder, and no Event of Default as defined in the Financing Agreement, has occurred and is continuing and no event or condition exists which, after notice or lapse of time or both, would become a Default hereunder or Event of Default under the Financing Agreement;
 - (iii) the payment or reimbursement requested by the requisition is due for work actually performed or materials or property actually supplied prior to the date of the requisition, less retainage; and,

The Applicant shall submit documentation in support of a requisition in accordance with the Department's requisition form, and as otherwise requested by the Department. Within five (5) working days of its receipt of the complete documentation required in Section 3.2(b), the Department shall forward the requisition, or such portion thereof as supported by the complete documentation, to the Trust for payment.

(c) The Department shall conduct an audit of the amounts requisitioned since the previous requisition or, if no audit has yet been conducted, since the date of the Financing. In connection with each such audit, the Applicant shall provide to the Department such supporting documentation and other relevant information as the Department may request in order to confirm the application of Financing proceeds and the classification of Project Costs. If the

PRA No.: CWA-22-04

Department determines that Financing proceeds were not applied as indicated on any requisition or have been classified incorrectly, the Department shall reclassify such Project Costs and provide written notification to the Applicant and the Trust of such reclassification. Whenever practicable, the Department agrees to provide the Applicant with prior notice of a proposed reclassification of Project Costs and a reasonable opportunity to provide additional information and documentation pertaining to the Project Costs under review.

3.3 PROJECT COMPLETION.

- (a) PROJECT COMPLETION CERTIFICATE. Completion of the Project shall be evidenced by the filing with the Department of a Project Completion Certificate signed by an Authorized Officer of the Applicant stating that the Project has been completed and performed in accordance with the Project description in Exhibit A approved by the Department and the requirements of this PRA and the Financing Agreement.
- (b) The Department shall notify the Trust by filing a copy of the Project Completion Certificate with the Trust.

Section 4. Covenants of the Borrower.

- 4.1 The Applicant shall obtain the Department's prior written approval to award any contracts for the Project.
- 4.2 The Applicant shall establish accounts for the Project which shall be maintained in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.
- 4.3 The Applicant agrees to provide any Project information and documentation requested by the Department. The Applicant shall maintain all Project records for seven (7) years after the issuance of final payment or until any litigation, appeal, claim, or audit that is begun before the end of the seven (7) year period is completed and resolved, whichever is longer. The Department, the Trust, the Governor (or designee thereof), the Secretary of Administration and Finance (or designee thereof), and the State Auditor (or designee thereof), also shall have the right, at reasonable times and upon reasonable notice, to examine the books, records and other compilations of data that pertain to the performance of the provisions and requirements of this PRA.
- 4.4 Any proposed change in Project-related tasks which substantially modifies the Project initially proposed shall be submitted to the Department for prior approval.
- 4.5 The Applicant's implementation of the Project, including the procurement of related tasks, shall comply with all applicable requirements of federal, state and local laws, ordinances, by-laws, rules and regulations.
- 4.6 The Applicant shall promptly notify the Department in writing whenever the Applicant has good reason to believe that the Project costs which it will incur will exceed or be substantially less than those previously approved in the Financing. The Department shall not be obligated to certify, nor

the Trust to pay, costs incurred in excess of the Financing amount unless the Department has approved the increase through an amendment to the Project Approval Certificate and the Financing has been amended to include the increased amount. Any such increase shall be subject to the availability of funds.

- 4.7 The Department may suspend or terminate payments to the Applicant under the Financing Agreement when it determines that there is probable cause to believe that the Financing Agreement was obtained on the basis of fraud, deceit, or illegality or that the Applicant has failed to comply with the Regulations or the terms of this PRA or the Financing Agreement.
- 4.8 The Applicant shall notify the Department in writing when the project is complete. In addition, prior to receiving final payment for the Project, the Applicant shall file a Project Completion Certificate as described in Section 3.3 of this PRA.
 - 4.9 The Applicant shall comply with any special conditions set forth in Exhibit C.

Section 5. Default; Remedies for Default.

- 5.1 DEFAULT The Applicant shall have committed Default under this PRA the Applicant shall fail to perform and observe any covenant, agreement or condition on its part provided in this PRA and such failure shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Applicant by the Department; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute a Default under this PRA if corrective action satisfactory to the Department is instituted by the Applicant within such period and diligently pursued until the failure is remedied.
- 5.2 REMEDIES FOR DEFAULT. If a Default shall occur, and be continuing hereunder, the Department may, in its sole discretion, take one or more of the following measures to the extent necessary to remedy the Default:
- (a) The Department may postpone approval of requisitions submitted to the Department pursuant to Section 3 or direct the Trust to cancel all or any part of the Financing not yet disbursed to the Applicant; or
- (b) The Department may rescind approval of any requisition previously approved by the Department but not yet acted upon by the Trust; or
- (c) The Department may direct the Trust to declare an Event of Default under the Financing Agreement.

Section 6. Miscellaneous.

6.1 NOTICES. Except as otherwise stated in Section 3.2 with respect to requisitions, all notices, consents, certificates and other communications hereunder shall be sufficiently given when delivered by hand or courier or mailed by registered or certified mail, postage prepaid, addressed as set forth in Exhibit A or to such further or different address provided by any of the parties.

6.2 ASSIGNMENTS. The Applicant shall not assign this PRA, or any of the obligations hereunder, without the prior written consent of the Department and the Trust.

- 6.3 SEVERABILITY. In the event that any provision of this PRA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- except in writing and signed by the parties hereto. No such amendment, modification or change to this PRA (other than an amendment to Sections 2 and 4 and Exhibits A, C and D of such PRA) which, in the reasonable opinion of the Trust (expressed in a certificate of an Authorized Officer (as defined in the Financing Agreement) of the Trust delivered to the Department and the Applicant prior to the execution and delivery of such amendment, modification or change), would materially and adversely affect the rights and obligations of the Trust under the Financing Agreement shall be effective without the prior written consent of the Trust, which consent shall not be unreasonably withheld. A copy of any proposed amendment, modification or change to the applicable sections of this PRA shall be delivered to the Trust by the Department not less than ten (10) days prior to the date of execution and delivery thereof.
- 6.5 EXECUTION IN COUNTERPARTS. This PRA may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.6 APPLICABLE LAW. This PRA shall be governed by, and construed in accordance with, the laws of the Commonwealth.

IN WITNESS WHEREOF, the Department and the Borrower have caused this Project Regulatory Agreement to be executed by their duly Authorized Officers the day and year first above written.

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Ву	Maria E. Pinaud, Division Director	
	Division of Municipal Services	
BORROWER:		
By		
	Authorized Officer	

PRA No.: CWA-22-04 **MONTAGUE - Montague Asset Management Project**

Exhibit A

I. General

1. Authorized Officer:

Rich Kuklewicz, Select Board Chair

2. Borrower:

Town of Montague

3. Address:

Town Hall One Avenue A

Montague, MA 01376

4. Project Manager:

Steve Ellis

5. DEP Contact and Address

Maria E. Pinaud

Division Director

1 Winter Street, 5th Floor

Boston, MA 02108

6. Project Title and Description: Montague Asset Management Project

The Town of Montague seeks to develop an Asset Manage Plan that includes an asset inventory of the Town's stormwater and sewer system. This Plan will expand the Town's ability to access and organize asset information via GIS, and create a funding analysis to pay for capital improvement projects, including a rate structure review. The project includes hydraulic modeling to identify critical combined sewers nearing capacity and evaluate CSO reduction solutions as part of the Town's LTCP for CSO mitigation. Field investigations in combined sewer system areas will be conducted to evaluate CSO reduction solutions as part of the LTCP. Field investigations will be performed in the Village of Millers Falls, which has known inflow and infiltration (I/I), to identify I/I sources and to recommend approaches to reduce I/I.

II. Approved Funding:

1. Eligible Costs:

\$150,000.00

2. Financial Assistance:

2% Interest Loan (If Applicable)

Exhibit B

GRANT/LOAN DISBURSEMENT SCHEDULE

MONTH/YEAR	ESTIMATED DRAW DOWN		
June 2022	\$44.780.00		
July 2022	\$11,760.00 \$13,512.00		
August 2022	\$25,518,00		
September 2022	\$21,034.00		
October 2022	\$7,825.00		
November 2022	\$8,476.00		
December 2022	\$29,458.00		
January 2023	\$14,954.00		
February 2023	\$4,821.00		
March 2023	\$4,821.00		
April 2023	\$4,821.00		
May 2023	\$1,500.00		
June 2023	\$1,500.00		

\$150,000.00

Exhibit C

			Exhibit D			
ELIGIBILITY DETERMINATION						
ITEM ·	GRANT/LOAN ELIGIBLE COST	ELIGIBLE COST	INELIGIBLE COST			
Planning						
AMP Grant	\$150,000.00	\$150,000.00	\$0.00			
Cash Contribution	\$0.00	\$0.00	\$52,000.00			
In-Kind Services	\$0.00	\$0.00	\$48,000.00			
Total:	\$150,000.00	\$150,000.00	\$100,000.00			

Project Total Cost (Eligible Cost + Ineligible Cost) = \$250,000

17

Community Development Discretionary Account Transfer Request

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

Authorization to transfer \$20,000

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

to CD Town Hall Renovation (225-5-184-5289)

Request Date: June 13, 2022

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$58,947.64

CD Town Hall Renovation: \$ (00.00)

Balances post transfer

CD Discretionary Unallocated: \$38,947.64

CD Town Hall Renovation: \$20,000.00

REQUEST FOR MGL CHAPTER 44 SECTION 33B TRANSFER

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws. MGL Chapter 44 Section 33B allows budgetary transfers between appropriations in the last two months of a fiscal year, and the 1st 15 days of the following fiscal year (for the preceding fiscal year), by the selectmen with the concurrence of the finance committee.

Transfer Amount Requested: \$32,789.00

Transfer From: Acct# Title **Current Balance** 600-5-710-5901 Airport Long Term Principal \$32,789.00 Transfer To: Acct# Title **Current Balance** 600-5-482-**524**1 Airport Operational Budget \$ < 57, 226.077 Building + Grounds Maint Reason for request: Budget overages due to continued increase in fuel, materials, utility expenses. Some items originally budgeted for have doubled or even tripled in price since original planning for FY22. Additional unexpected expenses related to Pioneer Aviation property including but not limited to utility costs such as electricity and internet, emergency repairs to buildings, and overall operational costs. Larger expenses not anticipated include parts for equipment repairs, and additional costs for parts related to supply chain issues. While many of theses expenses were expected, some where significantly higher, and could not be delayed. Such expenses as tree removal and drainage repairs added over \$10,000 in unexpected costs, but were needed to maintain buildings and grounds. In addition, electricity, heating oil, and natural gas costs have far exceeded our projected costs. The Airport Commission approved this transfer at their May 2022 monthly meeting. Date: 6/1/22 Office Department Head **ACTION OF SELECTMEN** Date of Meeting: Number present & voting: _____ Transfer approved in the amount of \$ _____ Transfer disapproved: ____ Chairperson **ACTION OF FINANCE COMMITTEE** Date of Meeting: Number present & voting: _____ Transfer approved in the amount of \$ ______ Transfer disapproved: _____ Chairperson, Finance Committee

REQUEST FOR MGL CHAPTER 44 SECTION 33B TRANSFER

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws. MGL Chapter 44 Section 33B allows budgetary transfers between appropriations in the last two months of a fiscal year, and the 1st 15 days of the following fiscal year (for the preceding fiscal year), by the selectmen with the concurrence of the finance committee.

Transfer Amount Requested:\$5,000.00 51,つつ

Transfer From: Acct# <u>600-5-751-5901</u>	Title <u>Airport Long Term I</u>	<u>nterest</u>	Current Balance \$5,000.00≸ \ 770.4 ≤
Transfer To: Acct# 600-5-482-≤2 \\	Title Airport Operational Electricity	<u>Budget</u>	Current Balance \$ <6839.03 >
originally budgeted for Additional unexpected utility costs such as eleoperational costs. Largedditional costs for particular expected, some where removal and drainage maintain buildings and	to continued increase in have doubled or even to expenses related to Pioectricity and internet, emger expenses not anticipate related to supply chair esignificantly higher, and repairs added over \$10, grounds. In addition, ele	ripled in price someer Aviation pregency repair ated include pair issues. While toould not be could not be could in unexpectation, heating	, utility expenses. Some items since original planning for FY22. property including but not limited to is to buildings, and overall arts for equipment repairs, and a many of theses expenses were delayed. Such expenses as tree of costs, but were needed to g oil, and natural gas costs have far oved this transfer at their May 2022
Officer/Department H	lead		Date: 6/1/22
s 	ACTION OF	SELECTME	EN
Date of Meeting:	s.	Number pre	esent & voting:
Transfer approved in	the amount of \$		Transfer disapproved:
		Cha	irperson
	ACTION OF FINA	ANCE COMM	1ITTEE
Date of Meeting:		Number pre	esent & voting:
Transfer approved in	the amount of \$		Transfer disapproved:
		Chai	irperson, Finance Committee

Town of Montague Municipal Airport Commission

Meeting Minutes

May 17th, 2022

The meeting was called to order at 6:31 PM in the administration offices.

Commissioners present:

Gary Collins, Seth Rutherford, David Brule, Max Pellerin (Remote), Joe

Mazeski

Others present:

Bryan Camden (Manager), Dave with Gale Associates

Review Meeting Minutes- **Motion** made by David, second by Joe to accept minutes of 4/26/22 with no needed corrections. Roll call vote, David-Yes, Joe-Yes, Gary-Yes, Seth-Yes, Max-Yes. Motion Passes

CONSULTANT REPORT

<u>AIP 21</u>- Wildlife Hazard Assessment Study- We are still waiting on MassDOT and FAA to submit comments and feedback. FAA has been totally unresponsive while MassDOT has reviewed and submitted a few changes they would like to see.

<u>AIP 23-</u> Purchase Pioneer Aviation Property- Phase 2 reimbursement was submitted, a hard copy was given to the commission members for review. There are no new updates on that project as of right now. <u>Pioneer Development Plan-</u> Project is underway, the Stantec team is working to get it completed by end of June. This will guide us into the next few years of property improvement plans.

MANAGER REPORT

A brief discussion of the current user rates for both aviation and non aviation costs on the airport. Rates are in line with surrounding airports and commercial use spaces. It was decided to keep rates the same for FY23, despite the recent rapid increase in costs for utilities, maintenance, and items. Motion made to keep the FY23 user rates the same as FY22 by David, second by Joe. Roll call vote, David-Yes, Joe-Yes, Gary-Yes, Seth-Yes, Max-Yes. Motion Passes. Brief recap of annual town meeting, no discussion needed at this time due to all articles being approved. Request reviewed from River Culture to borrow Honda Generators for concert at Unity Park on 6/4/22. Motion to allow River Culture to borrow Honda Generators for event on 6/4/22 made by David, second by Joe. Roll call vote, David-Yes, Joe-Yes, Gary-Yes, Seth-Yes, Max-Yes. Motion Passes. Review of current progress on runway crack sealing and coating. These are completed, next step is painting at the end of June. Review of Insurance quotes for FY23. Discussion included the decision to wait until June so the Airport Manager could get more then 4 quotes and see if a better rate is applicable. Vote was tabled until then. Review of land lease proposal from CNG (Formally Charter NEX). Discussion of potential rates, terms, stipulations. It was proposed that \$3,000 / acre / year would be our starting point, with the expectation that they would likely need all 30 acres discussed. More information to come in June. Discussion of current budget and where we are going for the last 7 weeks of FY23. It was discussed about moving funds from the Pioneer Aviation and Fuel Farm debt service budget to the general operating budget (600-5-482) totaling all \$37,789.00. Since there was no debt service payment in FY22 this will not be needed as allocated. While likely revenues will fall short this year due to 2 vacant storage spaces (\$5,400) and low solar output (\$1,800) as well as an empty hangar spot from July to December (\$1,900) we should have enough budgeted to cover expenses once DOT monies arrive. Motion to move \$37,789 from Airport Debt Service for Pioneer Purchase and Fuel Farm Purchase budget for FY22 to general operating budget made by David, second by Joe. Roll call vote, David-Yes, Joe-Yes, Gary-Yes, Seth-Yes, Max-Yes. Motion Passes. Review and vote on updated Airport Manager job description, with one minor correction. Motion made to accept new Airport Manager job description by David, second by Joe. Roll call vote, David-Yes, Joe-Yes, Gary-Yes, Seth-Yes, Max-Yes. Motion Passes. Tribal update, including discussion of material piles on Millers Falls Road. No action taken at this time due to costs and historical substance. Mishoon will be needed August 5,6,7 at Unity Park, Airport will provide the services as needed like last year.

COMMISSIONER UPDATES

Last call for the blueberry bushes before they get mowed down! We will be cutting them in May or June! Come take what you want.

PILOT, TENANT, USERS GROUP, PUBLIC COMMENT, AND OTHER

None

7:37 **MOTION** made by David to adjourn, second by Joe. Roll call vote, David-Yes, Joe-Yes, Gary-Yes, Seth-Yes, Max-Yes. Motion Passes.

Respectfully submitted: Bryan Camden

Voted	(Aye)(Na	ay)(Abstair	n) at an Airport C	ommission Meetii	ng on:/	/
(A: + CI						
Documents i	ir Signature) used:					

Manager's Report

Commonly used Acronyms: AIP is Airport Improvement Plan; AOPA is Aircraft Owners and Pilots Association; BLS is the Federal Bureau of Labor Statistics; CAP is Civil Air Patrol; CIP is the Capital Improvement Plan; CPI is the Consumer Price Index; FAA is the Federal Aviation Administration; FCTS is the Franklin County Technical School; GARD is the General Audio Recording Device that records pilots as they approach and leave the Airport; MassDOT/AD is the Massachusetts Department of Transportation, Aeronautics Division; MAMA is the Massachusetts Airport Management Association; FCFC is the Franklin County Flying Club; FCRCC is the Franklin County Radio Control Club; IFE is Independent Fee Estimate; NIT is Narragansett Indian Tribe; PAPI is Precision Approach Path Indicator; PILOT is Payment In Lieu Of Taxes; R/W is runway; SHPO is State Historic Preservation Officer; SRE is Snow Removal Equipment; THPO is Tribal Historic Preservation Officer; T/W is Taxiway.



WendyB-Montague Selectboard

From:

StevenE - Montague Town Administrator

Sent:

Thursday, June 9, 2022 1:41 PM WendyB-Montague Selectboard

To: Subject:

FW: Sewer Night Flow Isolations - Wright-Pierce and Town DPW

Importance:

High

Wright-Pierce and the Town of Montague DPW will be in the Turners Falls and Millers Falls areas for two consecutive evenings performing sewer **night flow isolations** (NFIs) next week.

The tentative times are:

10pm June 14th (Tuesday) through 6am June 15th (Wednesday)

AND

10pm June 15th (Wednesday) through 6am June 16th (Thursday)

Night flow isolations involve opening sewer manholes and using a flow meter to measure flow. We need to perform NFIs at night so that we can find extra water (groundwater infiltration) that is coming into the sewer system when we typically see very low sewage flows (people are sleeping and not flushing toilets and doing laundry typically!). There will be no additional noises to be concerned about. We may have some additional lights (on trucks, flashlights) to help staff see what they are doing. Each "set-up" is 30-45 minutes or so. The staff will perform about 30 "set-ups" each night at different manholes in the two village areas.

The exact starting time and meeting location for each night is still TBD.