

MONTAGUE SELECTBOARD MEETING
VIA ZOOM
Monday, June 27, 2022
AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/88327568117>

Meeting ID: 883 2756 8117 Password: 927160 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

- 1. 6:30 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of June 13, 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 Pole Location Hearing
 - Eversource is requesting permission to install (5) jointly owned poles. Existing poles 151/B15, 151/B16 & 151/B17 will be relocated out of the right of way to the road. 151/B15 will move 20 feet southerly toward the road and 2 feet easterly. 151/B16 will move 55 feet southerly toward the road and 15 feet easterly. 151/B17 will move 37 feet southerly toward the road and 10 feet easterly. Three new midspan poles will be installed on the road. All poles will be installed approximately 10 feet from the edge of the road.
5. 6:40 Eileen Seymour, Treasurer/Collector
 - Execute 2022 VADAR Systems contract for Financial Software Application(s), 3 years, \$6,784.00/annually
6. 6:48 COVID Updates
 - Review of COVID case counts and trends
 - 2022 Municipal Spraying Mosquito opt-out approval
7. 6:55 Tom Bergeron, DPW Superintendent
 - Week of July 11th – Smoke Testing – Turners Falls
 - Endorse use of Chapter 90 Funds for Ferry Road Culvert Design
 - 5th Street Pedestrian Bridge Project Amendment Update
8. 7:10 Tyler Finnegan, Republic Services
 - Check in regarding recent trash collection problems
9. 7:20 Personnel Board
 - Appoint Albert A. Miller, DPW Custodian, UE Grade A, Step 10, effective 7/11/2022
 - Appoint Mitchell Alexander Ryan, WPCF Seasonal Help, 32-35 hrs. week, for 8 – 9 weeks, effective 6/27/22

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10. 7:25 Chelsey Little, WPCF Superintendent
 - Update on WPCF fine bubble, blower and controls upgrade project
 - Update on Screw Pump Project
 - Authorize Amendment #2 for GAP II Grant (Blower portion of project)
 - Authorize DEP Gap III grant submission, including “Cost Share Certification”, \$107,000
 - Authorize use of \$8,200 in WPCF operating funds for GAP III grant match (Diffuser portion of project)
11. 7:40 Kathy Lynch, Montague Village Store, 60 Main Street, Montague
 - Entertainment License, 7/1/22 to 11/1/22
12. 7:45 Linda Tardiff, The Shea Theater
 - One Day Beer and Wine License for Suds and Song at 61 Main Street, Montague on July 7, August 5, September 1 and October 6, 5:00 PM to 8:00 PM
13. 7:50 Brian McHugh, FCRHRA
 - Discussion for re-allocating uncommitted FY20 CDBG Funds
14. 8:00 Jeff Singleton, FRTA Advisory Board
 - FRTA Advisory Board Bylaw Proposal
15. 8:10 Personnel Board
 - Job Descriptions:
 - Assistant Town Administrator
 - Administrative Assistant
16. 8:25 Shawn Hubert, Hubies Tavern and Restaurant
 - Request to extend ownership of liquor license until December 31, 2022
17. 8:35 To approve annual appointments as set forth in the attached list
18. 8:45 Town Administrator’s Business
 - Request second tranche of Montague’s ARPA/CLFRF (\$1,227,312) grant from US Treasury
 - Extend Agreement with FRCOG for Prevention Related Services
 - Town Hall Roof Project Updates
 - Legislative Updates
 - Topics not anticipated in the 48 hour posting
19. 9:00 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, July 11, 2022 at 6:30 PM at 1 Avenue A, Turners Falls
and via ZOOM

Board Name	
1 YEAR APPOINTMENTS	TERM EXPIRATION
ADA COORDINATOR	
Steven Ellis	6/30/2023
ALTERNATE BUILDING INSPECTOR	
David Jensen	6/30/2023
AUCTION PERMIT AGENT	
Wendy Bogusz	6/30/2023
Debra Bourbeau	6/30/2023
BATTLEFIELD GRANT ADVISORY COMMITTEE	
David Brule	6/30/2023
Kit Carpenter	6/30/2023
Joe Graveline	6/30/2023
Doug Harris	6/30/2023
Rich Holshuh	6/30/2023
Roger Longtoe Sheehan	6/30/2023
John Nove	6/30/2023
Elizabeth Santana Kiser	6/30/2023
Bettina Washington	6/30/2023
CABLE ADVISORY COMMITTEE	
Jason Burbank	6/30/2023
Richard Kuklewicz	6/30/2023
Richard Widmer	6/30/2023
CEMETERY COMMISSION	
Annabel Levine	6/30/2023
Judith Lorei	6/30/2023
Mary Kay Mattiace	6/30/2023
CONSERVATION COMMISSION - ASSOCIATE MEMBER	
Albert Averill	6/30/2023
CONSTABLE	
Wendy Bogusz	6/30/2023
Christopher Williams	6/30/2023
COUNCIL ON AGING	
Debra Bourbeau	6/30/2023
Barbara Kuklewicz	6/30/2023
Larry Parker	6/30/2023
DPW SUPERINTENDENT	
Tom Bergeron	6/30/2023

1 YEAR APPOINTMENTS CONTINUED	TERM EXPIRATION
EMERGENCY MANAGER	
John Zellmann	6/30/2023
ENERGY COMMITTEE	
Jason Burbank	6/30/2023
Ariel Elan	6/30/2023
Pamela Hanold	6/30/2023
Chris Mason	6/30/2023
Sarah (Sally) Pick	6/30/2023
Bob Reuter	6/30/2023
Tim Van Egmond	6/30/2023
F. C. SOLID WASTE MANAGEMENT DISTRICT 2	
Christopher Boutwell, Sr.	6/30/2023
FOREST WARDEN	
Richard Sawin, Jr.	6/30/2023
FOREST WARDEN - DEPUTY	
Kyle Cogswell	6/30/2023
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS	
Steven Ellis	6/30/2023
Richard Kuklewicz	6/30/2023
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS - PLANNING REP	
Elizabeth Irving	6/30/2023
FRTA ADVISORY BOARD	
Richard Kuklewicz	6/30/2023
Jeffrey Singleton	6/30/2023
GAS & PLUMBING INSPECTOR	
John Letourneau	6/30/2023
PUBLIC WORKS FACILITY BUILDING COMMITTEE	
Jason Burbank	6/30/2023
Jay DiPucchio	6/30/2023
Ariel Elan	6/30/2023
Mark Fairbrother	6/30/2023
Pamela Hanold	6/30/2023
David Jensen	6/30/2023
Robert Macewicz	6/30/2023
Ken Morin	6/30/2023
Richard Widmer	6/30/2023
REGIONAL EMERGENCY PLANNING COMMITTEE (REPC)	
John Zellmann	6/30/2023

1 YEAR APPOINTMENTS CONTINUED	TERM EXPIRATION
SIX TOWN REGIONALIZATION COMMITTEE	
Michael Naughton	6/30/2023
Marlyn Reynolds	6/30/2023
TAX TITLE CUSTODIAN	
Eileen Seymour	6/30/2023
TOWN COUNSEL	
KP Law, PC	6/30/2023
TREE ADVISORY COMMITTEE	
William Codington	6/30/2023
David Detmold	6/30/2023
Charles Walker Korby	6/30/2023
Annabel Levine	6/30/2023
Tom Sullivan	6/30/2023
Jeffrey Warren -Pukis	6/30/2023
VETERAN'S BURIAL AGENT	
Christopher Demars	6/30/2023
VETERAN'S DIRECTOR	
Timothy Niejadlik	6/30/2023
VETERAN'S GRAVES OFFICER	
John T. Murphy	6/30/2023
WELLS TRUST	
Ron Sicard	6/30/2023
WIRING INSPECTOR	
Wayne Shaw	6/30/2023
WIRING INSPECTOR - Alternate	
Todd Weed	6/30/2023
Thomas W. Wyman	6/30/2023
ZONING BOARD OF APPEALS - ALTERNATE	
Robert Obear	6/30/2023
2 YEAR APPOINTMENTS	
GILL-MONTAGUE TRANSIT AUTHORITY	
Steven Ellis	6/30/2024
Carolyn Olsen	6/30/2024

2 YEAR APPOINTMENTS CONTINUED	TERM EXPIRATION
RIVERCULTURE STEERING COMMITTEE	
Kristi Bodin	6/30/2024
Tammy Ketcham	6/30/2024
Lilith Wolinsky	6/30/2024
3 YEAR APPOINTMENTS	
AIRPORT COMMISSION	
David Brule	6/30/2025
Seth Rutherford	6/30/2025
CONSERVATION COMMISSION	
Tobias Carter	6/30/2025
Sean Werle	6/30/2025
CULTURAL COUNCIL	
Anne Harding	6/30/2025
Kathy Lynch	6/30/2025
Betty Tegel	6/30/2025
ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION	
James Mussoni	6/30/2025
HISTORICAL COMMISSION	
Chris Clawson	6/30/2025
Edward Gregory	6/30/2025
Janel Nockleby	6/30/2025
PLANNING BOARD	
Ron Sicard	6/30/2025
5 YEAR APPOINTMENT	
ZONING BOARD OF APPEALS	
David Jensen	6/30/2027



PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen of Montague, Massachusetts.

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

Location – Eversource is requesting permission to install (5) jointly owned poles. Existing poles 151/B15, 151/B16 & 151/B17 will be relocated out of the right of way to the road. 151/B15 will move 20 feet southerly toward the road and 2 feet easterly. 151/B16 will move 55 feet southerly toward the road and 15 feet easterly. 151/B17 will move 37 feet southerly toward the road and 10 feet easterly. Three new midspan poles will be installed on the road. All poles will be installed approximately 10 feet from the edge of the road.


Reason – Eversource to move poles out of Right of Way at the request of the Commonwealth.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the field plan herewith and made a part hereof marked **7716247 - 80166045**.

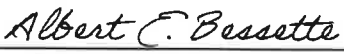
Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

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

NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY

By 
District Representative

VERIZON NEW ENGLAND, INC.

By 
Manager Right-of-Way

Dated this 7th day of February 2022



ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

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

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

that NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY and VERIZON NEW ENGLAND, INC. be and they are hereby granted joint or identical locations for and permission to construct and maintain and/or relocate a line of poles and their respective wires, anchors and cables, to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to as requested in petition of said Companies dated the 7th day of February, 2022.

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

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked **7716247 - 80166045** filed with and made a part of said petition. There may be attached to said poles by said NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 12 feet from the ground elsewhere.

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

Location – Eversource is requesting permission to install (5) jointly owned poles. Existing poles 151/B15, 151/B16 & 151/B17 will be relocated out of the right of way to the road. 151/B15 will move 20 feet southerly toward the road and 2 feet easterly. 151/B16 will move 55 feet southerly toward the road and 15 feet easterly. 151/B17 will move 37 feet southerly toward the road and 10 feet easterly. Three new midspan poles will be installed on the road. All poles will be installed approximately 10 feet from the edge of the road.

Reason – Eversource to move poles out of Right of Way at the request of the Commonwealth.

Also, that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways

for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Montague, Massachusetts held on the 27 day of June, 2022.

Town Clerk

We hereby certify that on June 27, 2022, at 6:32 o'clock P M, at via Zoom a public hearing was held on the petition of the NSTAR ELECTRIC COMPANY DBA EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

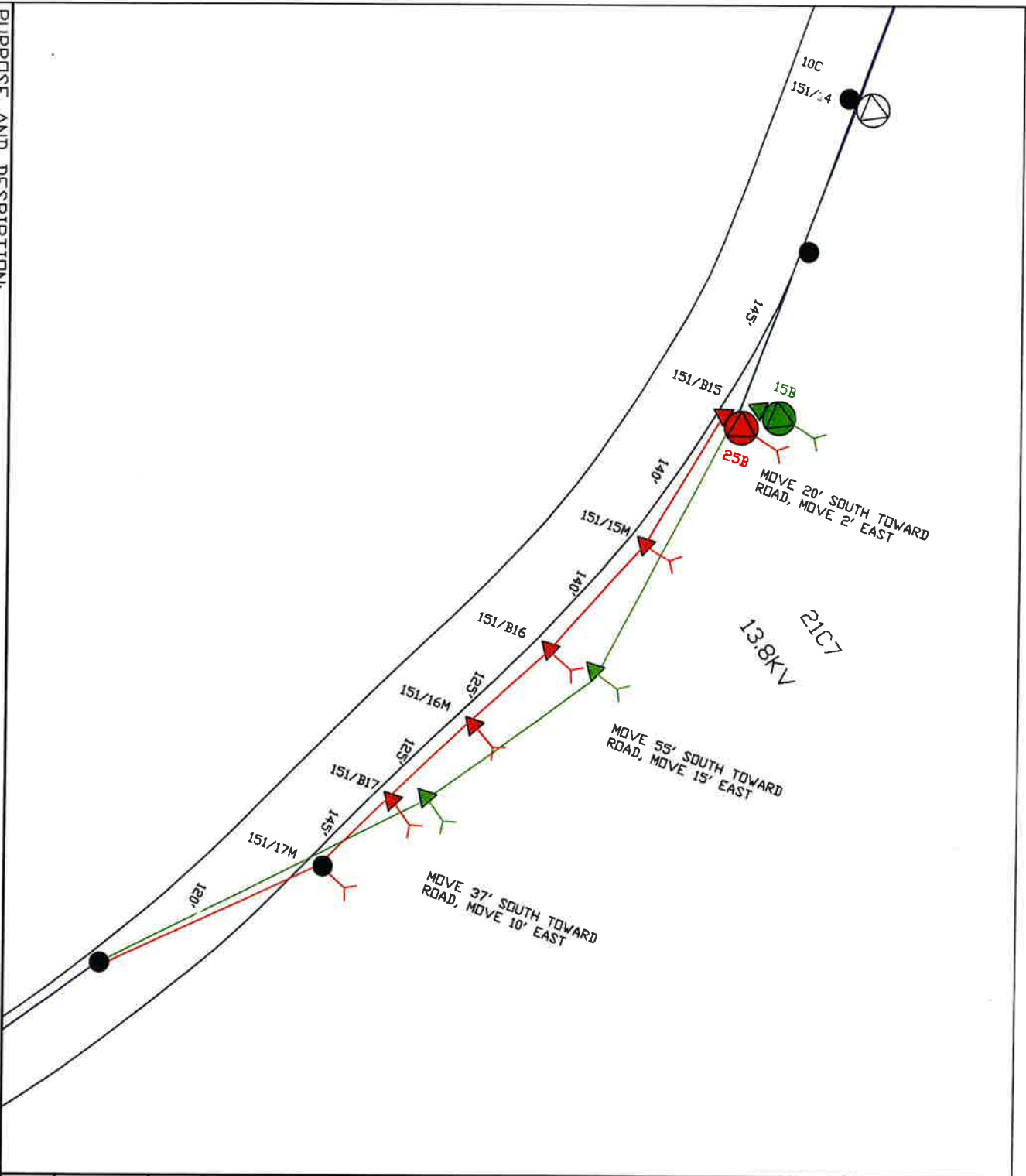
Board of Selectmen of the town of Montague, Massachusetts.

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague, Massachusetts, on the _____ day of _____ 2022 and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk



PURPOSE AND DESCRIPTION:

EVERSOURCE IS REQUESTING PERMISSION TO INSTALL (5) JOINTLY OWNED POLES. EXISTING POLES 151/B15, 151/B16 & 151/B17 WILL BE RELOCATED OUT OF THE RIGHT OF WAY TO THE ROAD. 151/B15 WILL MOVE 20' SOUTH TOWARD THE ROAD AND 2' EAST, 151/B16 WILL MOVE 55' SOUTH TOWARD THE ROAD AND 15' EAST, 151/B17 WILL MOVE 37' SOUTH TOWARD THE ROAD AND 10' EAST. THREE NEW MIDSPAN POLES WILL BE INSTALLED ON THE ROAD. ALL POLES WILL BE INSTALLED APPROXIMATELY 10' FROM THE EDGE OF THE ROAD.

LEGEND

- ▲ PROPOSED JOINT POLE
- PROPOSED EVERSOURCE POLE
- EXISTING JOINT POLE
- EXISTING EVERSOURCE POLE
- EXISTING EVERSOURCE POLE TO BE JOINT
- ⊗ EXISTING FOREIGN POLE TO BE JOINT
- PROPOSED PAD MOUNT TRANSFORMER
- EXISTING PAD MOUNT TRANSFORMER
- M EXISTING MANHOLE
- UG EXISTING CONDUIT
- UG PROPOSED CONDUIT
- Ⓜ PROPOSED HANDHOLE
- Ⓜ EXISTING HANDHOLE
- ANCHOR
- Ⓢ PROPOSED SILO
- Ⓢ EXISTING SILO
- HEXHOLE

PROPRIETARY INFORMATION:
THE INFORMATION ON THIS MAP SHALL BE CONSIDERED PROPRIETARY TO EVERSOURCE AND THE USER WHICH SHALL BE DEFINED AS ANY PERSON OR ENTITY WHO HAS RECEIVED THE MAP THROUGH SALE, RENT, LEASE, EXCHANGE, GIFT OR OTHERWISE SHALL KEEP IT IN CONFIDENTIALITY AND SHALL NOT DISCLOSE IT TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN PERMISSION OF EVERSOURCE UTILITIES

EVERSOURCE ENERGY

POLE PETITION
NORTH LEVERETTE ROAD
MONTAGUE

DATE	CIRCUIT	VOLTAGE	WORK ORDER	FWO
02/03/22	21C7	13.8KV	7716247	80166045
SCALE: NTS	DRAWN BY: C. TROSHINO-LARANY	ALJ-250-0084		

WendyB-Montague Selectboard

From: EileenS-Montague Tax Collector
Sent: Monday, June 13, 2022 9:58 AM
To: WendyB-Montague Selectboard; StevenE - Montague Town Administrator
Subject: Item for Agenda - June 27th Meeting
Attachments: Montague_MA_Renewal_Contract-2022-Vadar.pdf

Hi Wendy, I am attaching the new contract for Vadar Systems who is our tax software providers. Our current contract expires June 30, 2022, and I need to ask the Board to authorize me to sign the contract for the next 3 years. The prices are not changing for the 3 year period from what we have currently (Attachment A). They will send over their proof of insurance once the contract is executed.

Thank you!

Eilene

Eileen M. Seymour
Treasurer/Tax Collector
Town of Montague
Ph. 413-863-3200 x202
Fax 413-863-3224
treasurer@montague-ma.gov

VADAR®

SYSTEMS

EST. 1996

20 Main Street, Suite G1
Acton, MA 01720
Phone: (978) 461-5855
Fax: (978) 461-5850
www.vadarsystems.com

June 8, 2022

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

Dear Eileen,

Attached you will find a copy of the 2022 VADAR® Systems contract with the Municipality of Montague for Financial Software Application(s). This contract will govern the terms of the products and services being offered to your Municipality by VADAR® for the period of July 1, 2022 through June 30, 2025.

Please sign page 10 of the Master Agreement as well as the last page of the document (Cloud Agreement). Please keep one copy for your records and return a signed copy to me via email at Maribeth-Boudreau@vadarsystems.com.

In order to ensure no disruption to your service and support, please email a signed copy of the contract to me within the next 30 days.

Your prompt attention to this matter is greatly appreciated.

Sincerely,



Maribeth Boudreau
978.461.5875

VADAR®Systems, Inc.

Software Application Agreement

Financial Applications

This **Agreement** is entered into by and between VADAR® Systems, Inc. (hereinafter "VADAR®"), located at 20 Main Street Suite G1, Acton, MA 01720 and the Municipality of Montague, Massachusetts (hereinafter "the Municipality"), its administrative office located at 1 Avenue A, Turners Falls, MA 01376.

Whereas, the Municipality desires software applications for tax collection and financial applications (hereafter "Software") and application hosting services (hereafter "Services"); and,

Whereas, VADAR® provides Software and Services, and desires to provide Software and Services to the Municipality.

Now, therefore, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

Definitions

"Documentation" means the user manual, product specification sheet, and any related documentation, whether in printed or electronic form, and any revisions thereof, provided by VADAR to Municipality under this Agreement.

The "Software" shall mean the current version of VADAR's proprietary relational database Software licensed to Municipality and used by Municipality for the processing of tax and financial information, together with any customizations, enhancements, Error corrections, revisions, new releases, and upgrades thereof and as detailed and described in "Attachment A" attached hereto.

"Confidential Information" shall mean any information, technical data, trade secrets or know-how, whether written or oral, disclosed by VADAR® to the Municipality in connection with this Agreement, relating to the Disclosing Party's present or proposed products (including but not limited to any source code, object code, user interface screens, algorithms, product designs, product architecture, database schema), financial data and operations, business strategies, customer lists and customer related matters, marketing activities, pricing or salary data, negotiations and contracts, or other information of a confidential or proprietary nature.

1.0 Term and Renewal.

1.1 Agreement Term

The term of this Agreement is for three (3) years from July 1, 2022 to June 30, 2025. VADAR® shall provide Software and Services according to the terms set forth in Exhibits, "Attachment A", and "Attachment B", which are attached hereto. Assuming neither party is in default, the Parties may renew their agreement at the end of the term for such other terms and under such conditions as the Parties may agree, according to a schedule of mutually acceptable rates and terms.

1.2 Assignment of Municipal Project Manager

Municipality agrees, for the term of the agreement as stated above, to assign one individual to act as the Project Manager (hereinafter "Project Manager") for the duration of the Agreement. Project Manager shall be the central liaison and primary contact person for VADAR® for all matters relating to the installation, implementation and support of the Software. Project Manager agrees to assist VADAR® in setting priorities and timetables and managing customization requests and application enhancements between VADAR® and the appropriate municipal departments.

2.0 Products and Application.

2.1. Provision of Software and Software Licenses

During the term of this Agreement, VADAR® shall provide the Municipality Software according to and in compliance with Massachusetts State Laws for the Municipality's use in connection with the Municipality's processing of tax and financial information. Municipality, not VADAR®, shall be responsible for the utilization of the Software and input and maintenance of any necessary data other than conversions described in Section 4.0 and other than the Services detailed and described in "Attachment A" attached hereto. VADAR assumes no liability for Municipality's negligent or fraudulent misuse of the Software.

VADAR® shall provide Municipality with licenses of the Software consistent with the terms outlined in Attachment A and Attachment B. Should Municipality desire to have additional licenses of the Software in addition to the terms outlined in Attachment A and Attachment B, then VADAR® shall provide additional Software and Support upon a mutually agreeable schedule of rates and terms.

2.2. Customization of Software

VADAR®, at its sole discretion, may agree to customize the Software for the Municipality. All agreed upon customizations shall be billed to the Municipality at a mutually agreed upon fixed-cost project rate.

2.3 Software Support

During the term of this Agreement VADAR® shall provide Municipality toll free, telephone and Internet technical support of the Software, Monday through Friday, from 8:30 AM to 5:00 PM, Eastern Standard Time.

3.0 Training

Any on-site training visits shall be billed according to a schedule of rates and terms in Attachment A or according to a schedule of rates to be negotiated between VADAR® and Municipality.

4.0 Provision and Protection of Information.

4.1 Format of Data

It shall be Municipality's exclusive obligation to provide all necessary, accurate, readable data to VADAR® for the initial conversion, setup and continued maintenance of database records. Client shall provide VADAR® all data files, including initial information for initial file set-up, Software configuration and data conversion, in readable, unencrypted, unpacked, ASCII text files formatted for the Personal Computer. VADAR® will not accept encrypted, packed, or unreadable files of any type. Time frames and timetables for all deliverables including but not limited to data conversion, Software configuration, Software installation, Software implementation and Software training shall begin with the confirmed RECEIPT of readable data files in VADAR® 's required file format from Municipality. Receipt of unreadable data files, receipt of data files that do not contain all necessary information, or receipt of data files that are not in VADAR®'s required format shall not trigger any such time frames or timetables.

4.2 Municipality's Conversion Responsibilities

Municipality shall bear sole responsibility to provide VADAR® data files for conversion and update purposes. VADAR® is not responsible for retrieving any data from Municipality's current software system. Municipality shall bear sole responsibility to pay all costs associated with providing readable files to VADAR® including costs incurred in utilizing a third party conversion vendor.

4.3 Third Party Data Vendor Relationships

It is the sole responsibility of Municipality to create, maintain, interface and manage any and all relationships between data files and third party vendors including but not limited to deputy tax collectors, collection agencies, attorneys, software companies and financial institutions. VADAR® will make all reasonable efforts to assist Municipality in physically interfacing data files from such third party vendors with the Software. It is the sole responsibility of Municipality to pay for all costs including but not limited to licensing costs, transaction costs and usage costs associated with any data files being provided, maintained or supplied by any third party vendor to fulfill the terms of this Agreement.

4.4 Validation of Data

VADAR® shall perform data conversion and cross validation of received and accepted data files only. Municipality shall troubleshoot file discrepancies, perform any necessary data entry and correction, and perform final reconciliation and validation of converted files. VADAR® shall make all reasonable efforts to assist Municipality in reconciling converted data. Limits and terms concerning VADAR®'s data conversion responsibilities are set forth in Attachment A.

4.5 Reliance Upon Information

VADAR® shall be entitled to rely upon all such information, provided by the Municipality, in connection with systems and services to be rendered hereunder.

5.0 Reserved

6.0 Warranties.

6.1 Terms

VADAR® warrants its products to follow state guidelines and procedures for the collection and maintenance of property tax receivables and revenue applications provided for under State Laws as of the date of this Agreement. Any future statutory changes after the date of this Agreement may result in additional billing to the Municipality. VADAR® further warrants that the Software and Services shall be free from infringement of any rights of third parties.

6.2 Indemnification by VADAR®

VADAR® shall indemnify and hold harmless the municipality from and against any and all loss, cost, damages, expenses and fees, including reasonable attorney's fees, incurred by the municipality for any violation of the provisions of this Section 6.0 by VADAR®.

7.0 Payment.

7.1 The Municipality shall pay VADAR for the products as referred to in Attachment A. VADAR® shall submit an invoice on or after July 1st to the Municipality and the Municipality shall pay the invoice within thirty (30) days of receipt.

7.2 In the event of Municipality's default of this Agreement, VADAR® shall be entitled to recover, in addition to the amount due, all reasonable costs of collection, including reasonable attorney's fees.

7.3 Any delay or forbearance by VADAR® in enforcing any of said payment default provisions, are discretionary to VADAR®, and shall not be construed as a modification or waiver of any and all remedies that are available to VADAR®.

8.0 Intellectual Property

8.1 Title and full ownership rights to the Software, as well as any or all object or source code, screen interface design, system reporting, and dunning notices are the proprietary intellectual property and trade secrets of VADAR® Systems, Incorporated. Municipality understands and agrees that said Software is being utilized under a leasing/licensing and support agreement whereby the Municipality leases the Software and VADAR® Systems, Inc. supports and maintains the Software during the terms of this agreement.

8.2 No part of the Software may be reproduced, redistributed, transmitted, transcribed, stored in any retrieval system, or translated into any human or computer language, in any form or by any means, without the express written permission of VADAR® Systems, Inc., 20 Main Street Suite G1, Acton, MA 01720. The Municipality, however, is permitted to perform data and application back-ups of the Software for internal use within the Collector/Treasurer's or Finance office(s) only.

8.3 The term "VADAR®" is a registered trademark.

9.0 Termination of Contract

9.1 Breach and Notice of Cure

Subject to the provisions of the section entitled "Force Majeure", if the Municipality shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if Municipality shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by Municipality, then VADAR® shall thereupon have the right to terminate this Agreement by giving written notice to Municipality of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

Subject to the provisions of the section entitled "Force Majeure", if VADAR shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or if VADAR shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by VADAR, then Municipality shall thereupon have the right to terminate this Agreement by giving written notice to VADAR of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

9.2 Surrender of Property

Upon any termination of this Agreement, subject to the Section entitled "Surrender", each party shall return to the other party all materials of such other party then in the returning party's possession. Ownership of each party's materials shall remain with the party originally owning the same.

9.3 Equitable Relief

The parties acknowledge that monetary damages may not be adequate in the event of a breach of this Agreement and that the non-breaching party shall be entitled to equitable and injunctive relief in addition to any other available legal remedies

10.0 Surrender.

10.1 Upon the termination of this Agreement, at VADAR®'s request, the Municipality shall within 30 days, surrender all copies of the Licensed Software, any applications owned by VADAR®, all Modifications and all tangible embodiments of, and all other VADAR® property, in good order and condition. Rights of ownership or possession of said VADAR® property and of the Software will not transfer to the Municipality.

10.2 Termination of this License will serve to terminate all licenses to the Licensed Software granted hereunder.

10.3 VADAR® agrees and consents upon termination of this Agreement, at Municipality's request, to provide Municipality in a timely fashion electronic and/or hard-copy of all municipal data records stored within the Software. All data stored within the Software remains the property of Municipality and right of ownership or possession of said municipal data records will not transfer to VADAR®.

11.0 Integration and Modification.

11.1 This instrument, together with any attachments expressly referred to herein, contains the entire Agreement between the parties. However, should either party from time to time request changes to the Agreement, such changes shall be effective when mutually agreed upon between the Municipality and VADAR® and incorporated in writing in this Agreement. Any changes in terms or conditions of this Agreement must be consistent with federal and state laws or where applicable, the Municipality's by-laws. In the event of a conflict between a Municipality's by-law and applicable state or federal law, state or federal law shall supersede.

11.2 In the event of a conflict between the provisions of the main body of this agreement, and any attached exhibits, documents, appendices or other materials, the provisions of this Agreement shall take precedence.

11.3 Modifications hereto shall be in writing and signed by authorized representatives of both parties. In the absence of information to the contrary, it shall be reasonable for either party to rely upon the other party's authority to sign and bind their respective principal.

12.0 Applicability of State Law.

This Agreement is made subject to and shall be interpreted and construed in

accordance with the laws of The Commonwealth of Massachusetts.

13.0 Assignment

This Agreement and the rights and obligations of either party may not be assigned or transferred voluntarily or involuntarily, by operation of law, without the prior written consent of either party. Such assignment, whether voluntarily or by operation of law, unless with the prior written consent of the other party, shall give either party the right to terminate said Agreement.

14.0 Reserved

15.0 Indemnification and Hold Harmless

15.1 VADAR® will defend, indemnify and hold harmless Municipality from claims against Municipality that the Software or Services infringe any patent, copyright, trade secret or other right of any third party, provided that Municipality promptly advises VADAR® of the existence of such claim. VADAR® shall have the sole control of the defense and settlement of any such claim. Municipality shall have the right, at Municipality's expense, to engage separate legal counsel to participate in such defense. If the Software or Services is found to infringe any such rights or if VADAR® is enjoined from the continued provision thereof or of any portion thereof, VADAR® shall, at its sole expense, either (a) obtain a license from all necessary third parties to permit such continued provision, or (b) replace or modify the applicable portions to eliminate such infringement, provided that no such replacement or modification shall cause a degradation in functionality or performance.

15.2 In the event a party fails to exercise its duty to defend under any provision of this Section 15.0 upon reasonable written notice, the other party shall have the right to control such defense and to charge the party contractually obligated to conduct such defense therefore.

15.3 - Insurance

VADAR® shall be responsible to the Municipality 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. VADAR® and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. VADAR® and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts herein indicated.

General 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

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

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

Prior to commencement of any work under this Agreement, VADAR® shall provide the Municipality with Certificates of Insurance which include the Municipality as an additional named insured and which include a thirty day notice of cancellation to the Municipality.

16.0 Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delays.

17.0 Survival

The obligations contained in Sections 8.0 and 9.0 survive the termination or completion of this Agreement.

18.0 Miscellaneous

18.1 Notices

All notices and other communications given in connection with this agreement shall be in writing and shall be sent via certified mail.

18.2 Waivers

Any waiver by a party of the breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision

19.0 Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void; then all parties will be relieved of the obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void, it being the intent and agreement of the parties, that this Agreement will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is capable of substantial performance, then it shall be enforceable to the extent permitted by law.

20.0 Headings

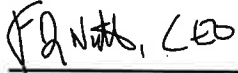
All headings contained in this Agreement have been inserted for convenience of reference only and shall be of no force or effect in any construction or interpretation hereof. Terms of gender will be deemed interchangeable, as will singular and plural terms, in each case unless the context otherwise requires.

21.0 Fiscal Year Appropriation

The obligations of Municipality under this Agreement, or under any amendment to this Agreement, for any fiscal year, are subject to the appropriation to the Municipality of funds sufficient to discharge the obligations of the Municipality which accrue in that fiscal year, and authorization to spend such funds for the purposes of this Agreement. If, for any fiscal year during the term of this Agreement, funds for the discharge of the Municipality's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose, then this Agreement shall terminate immediately and Municipality shall have no further financial obligations under this Agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly appreciated representatives.

VADAR® Systems, Inc.



Francis J. Natale, Chief Executive Officer

DATE: 6/8/2022

The Municipality

DATE: _____



EST. 1996

Tax & Utility Suites

Attachment A

VADAR® Systems, Inc.

Financial Software Proposal for Montague, MA

Date: 6/1/2022

**Annual
Cost**

Software Licenses & Support Charges:

Property Tax Suite	\$ 2,990.00
Semi-Annual Real Estate Billing & Collection	included
Semi-Annual Personal Property Billing & Collection	included
Assessing Data Bridge	included
Municipal Lien Certificate	included
Motor Vehicle Excise Billing & Collection	included
Delinquent Real Estate Billing & Collection	included
Abatement/Exemption	included
Point of Sale	included
Tax Title	included
Utility Billing and Collections (Sewer)	\$ 990.00
Multi-Suite Discount	\$ (796.00)
<u>Annual Software & Support Subtotals:</u>	<u>\$ 3,184.00</u>
<u>VADAR Cloud - 6 Users:</u>	<u>\$ 3,600.00</u>
<u>Annual Totals - Software & Cloud:</u>	<u>\$ 6,784.00</u>

Additional Optional Services:

VADAR Cloud - \$990 per cloud user account per year (annual cost)
Workflow Process and Procedure Consulting - \$990 per visit
Additional on-site training is \$790 per visit

Additional Notes:

This proposal is reflective of a three (3) year contract renewal from July 1, 2022 through June 30, 2025.

No manual data entry included

Approved custom Programming or approved special programming quoted on a project basis

VADAR Cloud includes 24/7 secure Internet access to all data and applications, remote server monitoring, anti-virus software, daily data backups & disaster recovery

VADAR Cloud requires reliable high speed Internet connection

Proposal valid through June 30, 2022

Attachment B

APPLICATION SERVICES PROVISION AGREEMENT - MUNICIPALITY OF MONTAGUE, MA

1. Overview

VADAR is an Application Service Provider, "ASP", that deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility. VADAR will provide Municipality of Montague, MA, hereafter "End User", with the ASP Services described in Section 2 of this Agreement.

2. Deliverables

Managed Hosted IT Services Overview

The following support services provided under this agreement.

Services:	
Hosted Infrastructure, Management, and Support Components	VADAR Application Delivery via Citrix <ul style="list-style-type: none">▪ End User access to VADAR software via Citrix XenApp▪ Fully Managed Backup and Offsite Replication▪ Anti-Virus, Patch Management and Inventory of Server Infrastructure▪ All Server Software licenses for hosted environment are included and managed by VADAR▪ All Servers and data located in a Secure, Environmentally Controlled Data Center▪ All Servers monitored and supported by VADAR 24x7

3. Cost Summary

This project will be conducted on a fixed-price basis. All fees and schedules associated with this statement of work are based on a mutual acceptance of, and commitment to, the Scope of Services, Assumptions, Requirements, and supporting information contained in this Agreement.

Vadar Systems Total Solution Investment Includes:		
Base Fee:	Cost per user per year	Number of users
Basic Services For VADAR Financial Suites	See Attachment A	See Attachment A
Total Yearly Fee	See Attachment A	

4. Assumptions

- In the event that support issues arise outside of what is supported in this Agreement, VADAR will discuss any fee and schedule impact with End User. End User shall agree in writing to have any out of scope services performed by VADAR prior to VADAR providing such out of scope services.
- VADAR shall not be liable for any other vendor-provided software/hardware support charges associated with escalating the troubleshooting of other vendor-specific support issues. These issues will be identified and reported to End User for approval.

-
- VADAR will work with third-party application vendors on a best-effort basis to assist in troubleshooting application-specific support issues.
 - Printers are not covered in this support agreement; however, printer support at the OS and print queue level will be provided

5. Terms and Conditions

THIS APPLICATION SERVICES PROVISION AGREEMENT (this "Agreement") is entered into and made effective on July 1, 2022, between VADAR Systems, Inc. ("VADAR") , a Massachusetts Corporation located at 20 Main Street, Suite G1, Acton, MA 01720, and the Municipality of Montague, MA ("End User") located at 1 Avenue A, Turners Falls, MA 01376.

WHEREAS VADAR is an Application Service Provider and deploys, hosts, manages and rents access to software applications on computer hardware located at a centrally managed facility (the "ASP Services"); and,

WHEREAS End User desires to subscribe for the ASP Services and software applications (the "Software Applications") as set forth in Section 3 which is incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

By accepting this Statement of Work ("Agreement"), End User agrees to be bound by the following terms and conditions:

The term of this Agreement for VADAR's Hosted Solution is for the term from July 1, 2022 to June 30, 2025. Should End User believe that VADAR is in material breach of it's obligations under this Agreement, End User shall notify VADAR in writing within 10 days of the date End User first has such belief. Upon receipt of such notification, VADAR shall have 30 days to cure such breach. If VADAR fails to cure a material breach within 30 days of notification by End User, then End User may terminate this Agreement by providing a 30 day notice with no termination fee beyond the 30 day period. Termination of this Agreement prior to the end of the Initial Term by End User for reasons other than VADAR's material breach of this Agreement, shall obligate End User to pay upon early termination of this Agreement an early termination fee equal to the remainder of contract term at the stated monthly minimum amount identified in Section 3, Cost Summary.

Recommendations on Laptops and Desktops:

Laptops and Desktops are recommended to meet the following minimum requirements:

- Pentium IV Processor
- 1 GB of RAM
- 40GB Hard Drive
- Current Warranty with Manufacturer
- Windows 10+

If any of these requirements are not met, VADAR reserves the right to charge End User hourly for any services performed in conjunction with each computer and end user.

ASP End User Helpdesk Support Restrictions:

End User Helpdesk Support is strictly remote support and does not include hardware support. Any services performed onsite or to restore computer to original settings are billed hourly.

Restrictions on Printers:

Printer types vary greatly and VADAR does not have access to or experience with every printer on the market. Although most printer brands function properly with the VADAR host site, VADAR cannot warranty that all printers will be compatible with a terminal services configuration.

Connectivity Requirements and Restrictions:

End User is responsible for providing connectivity to VADAR's hosting infrastructure. VADAR strongly recommends two independent business class Internet Services with appropriate bandwidth for high availability.

Fees and Payment Terms:

- a. Fees: The fees for the ASP Services shall be as set forth in Section 3 of this agreement. Fees for Additional ASP Services or Related Services shall be as mutually agreed to by the parties and set forth in writing.
- b. Billing and Payment Terms. VADAR will invoice End User for the ASP services annually. Within thirty (30) days of receipt of each invoice, End User will pay to VADAR the entire amount due in United States currency.

Backup, Restore and Disaster Recovery Restrictions:

Managed Data Backups and IT Continuity include daily and weekly backups of End User data provided under this Agreement. Any backups of on premise End User owned systems are outside of this agreement.

Backup Retention:

Unless otherwise stated herein, VADAR provides the following backup retention per client:

- Base Full backup
- All Monthly Incremental backups (Monthly retention will be defined by storage availability on the BDR)
- Five weekly incremental backups
- Fourteen daily incremental backups
- Three days of intra-daily incremental backups
- Offsite backups are current Image. With Current Image, all incremental files are collapsed back into the Base Image creating a Synthetic Base Image. The Current Image available at the data center will be up to the last successfully transmitted incremental offsite. With the Current Image VADAR is able to restore a complete image of the server from the time the last daily incremental backup was received at the data center.

Storage Management:

Storage provided in VADAR's data center is pooled across the servers provided. Storage may be re-allocated as needed no more than four (4) times per year. This does not include the addition of new storage, only the re-allocation of existing storage across existing systems. Storage for onsite servers will vary based on the role of said server. VADAR cannot guarantee provisioned storage will be adequate for every client's growth needs. End User may incur additional charges if storage requirements outpace storage provided in onsite hardware.

Additions to Services:

From time to time End User may expand or contract for different levels of services. VADAR will audit use of services at least monthly and adjust billing for any and all items as needed. VADAR will consider the addition or subtraction of users, licenses, software, disk space or any other services a change and adjust the bill on a prorated basis as needed.

System Availability:

VADAR's availability goal is 98% uptime and is measured in a 365 day year calendar. "Downtime" is defined as the End User's inability to connect either to VADAR's core router, or VADAR's core firewall due to a failure by a VADAR owned and managed component.

Exclusions:

- Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the calculation of uptime/system access. VADAR has a regular weekly maintenance downtime window utilized for system patching and maintenance.
- Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of third party utility or telecommunications systems or the Internet, which may substantially delay,

materially interfere with or render impossible the provision by VADAR of some or all of the Services.

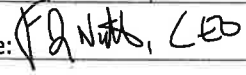
- VADAR shall not be responsible for any delays, problems arising, or for its failure to meet service levels, caused by (a) the failure or poor performance of End User's internal computing systems, or local or wide area network or Internet connections; (b) the failure or poor performance of End User's power source and/or power supply; (c) any changes or modifications made to End User's operating system, environment, or equipment, other than those made by VADAR or its agents; (d) any unauthorized access to End User's computing systems; (e) End User's failure to perform its obligations under this Agreement; or (f) any failure outside of VADAR's control, including, but not limited to, failure of telecommunications lines or failure of Internet service.

Confidential Information.

- Each party acknowledges that it will have access to certain Confidential Information (as defined below) of the other party and agrees that it will not use for its own account or the account of any third party (except as required by law), any of the other party's Confidential Information or, disclose such Confidential Information to any third party, except to its own employees and contractors on a need-to-know basis (and who are themselves bound by a non-disclosure obligations at least as strict as the obligations contained herein) and will take reasonable precautions to protect the confidentiality of such information. "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, business plans, business data and processes, strategies, methods and/or practices; (iii) any and all information which is governed by any now-existing or future non-disclosure agreement between the parties; and (iv) any other information relating to either party which is not generally known to the public, including information about either party's personnel, products, customers, finances, marketing strategies, services, or future business plans. The parties may specifically designate certain information as being Confidential Information whether by marking the information "confidential" or otherwise, however, information not so marked and which falls within the scope of this Section shall be treated as Confidential. Unless otherwise provided in this Agreement, upon termination of this Agreement, the parties shall immediately return or destroy all Confidential Information of the other party.
- Exceptions. Information is not Confidential Information if it (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known to the receiving party directly or indirectly from a source other than the disclosing party or a person having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement; or (d) is independently developed by the receiving party.

6. Engagement Agreement

The signatures below indicate End User's and VADAR's understanding of and agreement to the deliverables, assumptions, risks, billing estimates, and expenses and terms identified in this Agreement.

End User	VADAR
Name:	Name: Francis J. Natale, CEO
Signature:	Signature:  CEO
Title:	Title: CEO
Date:	Date: 6/8/2022

REGIONAL COVID BREAKDOWN
June 23, 2022

	Greenfield	Montague	Deerfield	Sunderland
Total cumulative	4,144	1,681	1,026	808
Total June	108	39	29	16
Past Week 6/16-6/23	17	6	8	3
<18 / ≥18	2/15	1/5	1/7	1/2
INFLUENZA 10/1/21-6/23/22	57	32	9	3
Test rate per 100,000 2 wks ending 6/18				
Positivity rate				

COUNTY Data for 6/23/2022 is from two weeks ending 6/18/2022. Deaths are current week.
 Note: Last week's data had been added. State delayed reported data for previous week

Current County Information:	6/23	6/16	6/9	6/2	5/24
Last 14 days:	138	209	286	393	394
Avg Daily inc. rate:	17.5	21	28.7	35.2	39.5
Percent Positivity:		5.58	7.11	7.62	7.32
DEATHS	2	5	4	3	4

Average hospitalizations in BFMC this past week was 2 per day.

Current MA Percent positivity: N/A

GHD has done ~20 antigen tests this week.

GCC Testing site is now open Monday, Wednesday and Friday 1:00-4:00

We have waste-water testing in the City of Greenfield. To date, we have 5 results back - the trend is slightly rising from last week. The link for our information is:

<https://biobot.io/data/#county-25011>

2022 Municipal Spraying Opt-Out Program Decisions

Municipality Application Submission	2022 Application Decision
Buckland	Approved
Chilmark	Approved
Conway	Approved
Essex	Not Approved
Gill	Approved
Great Barrington	Approved
Greenfield	Approved
Hadley	Approved
Hardwick	Not Approved
Heath	Approved
Leverett	Approved
Leyden	Approved
Middlefield	Approved
Montague	Approved
Northampton	Approved
Pelham	Not Approved
Pepperell	Not Approved
Plainfield	Approved
Rockport	Approved
Rowe	Approved
Shutesbury	Approved
Sunderland	Approved
Swampscott	Approved
Upton	Not Approved
Whately	Approved



PUBLIC NOTICE

Smoke Testing

Week of July 11, 2022 - 7:00 AM to 5:00 PM

Wright-Pierce, on behalf of the Town of Montague, will be conducting sanitary sewer surveys that will involve smoke testing of the sewer pipes in your neighborhood the week of July 11, 2022.

HOW THIS AFFECTS YOU: Most of the work will be performed on public property, usually in the street right-of-way. However, some of these activities may involve personnel to walk across residential yards within the right-of-way, and we would greatly appreciate your cooperation in this effort. Activities that require property owner involvement are detailed below.

SMOKE TESTING: "SMOKE TEST" survey will assist our inspection crews in locating breaks and defects in your sewer system. The work includes blowing non-toxic smoke into the sewer collection system through the manholes. You may see smoke coming from the vent stacks and downspouts on houses, from holes in the ground, or from catch basins and drains. The smoke is NON-TOXIC, NON-STAINING, HAS NO ODOR, IS WHITE TO GRAY IN COLOR AND CREATES NO FIRE HAZARD. ***The smoke should not enter your home unless you have defective plumbing or dried-up drainpipes. We recommend that you pour a gallon of water into each drain in your household prior to our testing.***

If smoke enters your home or business during the testing, this is a good indicator that sewer gases may also be entering your home or business. Please notify our work crews on site or Lynne Kesler at Wright-Pierce at (603) 570-7101.

IMPORTANT! If there is any individual in your home or business who has respiratory problems or is immobile, please notify Lynne Kesler at Wright-Pierce at (603) 570-7101 prior to testing.

IMPORTANT! All field personnel will carry a photo identification badge displaying the Wright-Pierce logo. If you would like to verify the identification of a specific contractor observed in the field, please contact the Town of Montague Department of Public Works at (413) 863-2054.

For more information, please visit the Town's website at:

<https://www.montague-ma.gov/news/16/Dept-Public-Works-DPW>

Field work to be performed by:

WRIGHT-PIERCE 
Engineering a Better Environment

SMOKE TESTING
Week of July 11, 2022
7:00 AM – 5:00 PM

**Below are the street names that will be affected
by smoke testing the Week of July 11th:**

AVENUE A
DAVIS ST
DELL ST
EIGHTH ST
ELEVENTH ST
FOURTH ST
G ST
GEORGE AV
HIGH ST
I ST
J ST
K ST
KOSTANSKI SQ
L ST
MILLERS FALLS RD
MONTAGUE ST
OAKMAN ST
PARK ST
PROSPECT ST
SECOND ST
TURNPIKE RD
UNITY ST
WORCESTER AV



7B

WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Thursday, June 16, 2022 4:53 PM
To: StevenE - Montague Town Administrator; WendyB-Montague Selectboard; TomB - Montague Highway Department
Subject: Ferry Road Culvert MEMO
Attachments: ltr_2022-06-15_Ramsey-South Ferry Road-Bridge Replacement.pdf

Selectboard:

Montague has an opportunity to access some unanticipated regional FY23 TIP funds from a cancelled project elsewhere in the region. FRCOG staffers have advised that the Ferry Road Culvert project would be a good candidate for funding in the TIP and MassDOT has invited the town to submit formal plans, However the timeline is very ambitious, and our design would need to be substantially redone to comply to MassDOT project standards. The 5x8 culvert concept design that we recently completed with a DER grant (\$16,280) was designed for local (not DOT) implementation. The new culvert will replace an undersized 24' culvert that causes seasonal flooding of South Ferry Road.

Attached is a proposal from Stantec to develop a DOT compliant design on the expedited timetable. The fee is \$83,389. Stantec recently designed the Chestnut Loop Bridge and we were happy with their performance.

The main advantage to proceeding with the MassDOT design and TIP funding path is that MassDOT would assume all construction costs AND all project management. We would hand them the design and DOT would take it from there.

It is worth noting that the TIP funding path would result in a highly engineered, higher cost project for what could otherwise be considered a relatively simple culvert replacement.

In my opinion, I believe the Stantec design would be worth the expense of ch90 funds because there is deep value in having MassDOT assume the construction costs and project ownership. By the alternative, Montague would be looking at using local resources to match a state grant for a +/- \$350,000 project, plus the town would manage every aspect of the project (grantmaking, final design, procurement, construction admin, etc). Most grants require a 20% local match, so the town is already looking at a future investment at the level of the currently proposed design cost.

Risk: If for some reason, we miss the expedited FY23 TIP deadline, FRCOG staffers are confident that the project could fit into a future TIP year, given the relatively small project cost.

1.



Stantec Consulting Services Inc.
5 Dartmouth Drive Suite 200, Auburn NH 03032-3984

June 15, 2022
File: 195189006

Attention: Mr. Walter Ramsey
1 Avenue A
Turners Falls, MA 01376

Dear Ramsey,

Reference: South Ferry Road Bridge Replacement

Per your request, we are submitting for your review and approval a proposed scope and fee for to perform engineering services for the final design and permitting assistance required to obtain MassDOT review approval for funding and construction for the subject project. The plans that were previously developed for permitting were created by SVE Associates out of Brattleboro, VT and provide details for the removal of an existing 24-inch CMP culvert with a 5'x8' pre-cast three-sided rigid frame crossing of a tributary of Saw Mill River under South Ferry Road. Based on the previously completed design information we have identified the following items that will need to be included in a scope of work for a final design:

- The plans indicate that a 5'x8' pre-cast box culvert will be utilized for the project, but the details show a 3-sided rigid frame (no bottom). If a box culvert is preferred by the Town a minimum of 4-feet of material (not 2-feet as specified) must be provided over the bottom of the box (or the 3-sided rigid frame footing) as required by MADEP Regulations/Standards, which would result in a larger structure.
- The Hydraulic report incorrectly indicates that the proposed location of the replacement crossing is part of a FEMA area of Flooding A. In actuality the proposed replacement crossing is located at a FEMA regulated floodway, with determined 100-year flood elevations based on a FEMA Flood Insurance Study (FIS); the Hydraulic report/calculations for the project and survey must be revised for elevations that are consistent with the datum in the FEMA flood insurance study (FIS) to ensure that the proposed project and crossing does not increase the water level for flooding during the 100-year storm event within the limits of the regulated floodway.
- The existing FEMA FIS model extends roughly 1,000 feet beyond the proposed replacement crossing, it is likely that MassDOT will require a minimum of 500' of stream to be modelled downstream from the proposed replacement crossing, given this, additional survey of the stream appears to be required.
- The available survey of the existing road appears to be limited to roughly 50-feet on either side of the crossing which is insufficient to model the existing and proposed flooding conditions based on the existing FEMA FIS HEC-2 modelled cross sections, supplementary survey of the roadway is required to perform this modelling, ensure that the proposed improvements do not worsen flooding conditions and provide a roadway provide of the road for construction.

Reference: South Ferry Road Bridge Replacement

- The proposed plans require a permanent easement to the south of the proposed crossing replacement.
- The proposed plan set would require the following additional information for the proposed construction:
 - Guardrail Details
 - Guardrail end unit Details
 - Construction Details
 - Structural Notes for Pre-Cast Construction
 - Stormwater ByPass Plan
 - Construction Detour/Construction Signage Plan
 - Roadway Plan and Profile and Cross Sections
 - Stream Plan and Profile
 - 3-Sided Rigid frame and/or Box Culvert Details per MassDOT Standards
- The topographic survey is based on an 'assumed' datum (i.e., made up) this must be corrected to correspond to the datum that is utilized in the FEMA FIS.
- There was no subsurface investigation program (borings) performed or available for the project, MassDOT will required a subsurface investigation and Geotechnical Report for approval. At a minimum two (2) borings are required to be performed with soil sampling and bearing capacity calculations for foot designs for the pre-caster.
- There are several missing and/or incorrect items/procedures in the Hydraulic report that will need to be corrected for final design and MassDOT approval including the following:
 - The stormwater flow calculations utilize hydroCAD calculated flows, the use of this flow data is inappropriate for this design/application all stormwater modelling is required to be consistent with FEMA FIS and/or USGS StreamStats stormwater flows. It is likely that when the correct flows are utilized for sizing the structure that the required size of the structure will need to be increased.
 - Stormwater calculations are required to be performed with HEC-RAS software as specified by MassDOT not StreamStats, as included in the Hydraulic report.
 - Stormwater calculations are required to create 6 HEC-RAS modelling scenarios for the proposed crossing:
 - Recreate the HEC-2 model based on the FEMA FIS study.

Reference: South Ferry Road Bridge Replacement

- This requires the purchase of archived FEMA stormwater modelling data, and the entry of that previous stormwater model into a current HEC-RAS modelling software.
- Create an existing conditions model based on the survey data.
- Create a proposed conditions model based on the survey data.
- Create all three models with channel “encroachments” for flood elevations for just the channel.
- All stormwater models must demonstrate that the proposed conditions do not provide stormwater flooding elevations that are higher than the existing conditions or previously developed model for the 100-year storm event.
- The Hydraulic model and report are required to model and report on the results of the 2, 10, 25, 50 and 100 -year storm events.
- Scour abatement calculations are required for the structure. MassDOT requires that the following rip rap sizing calculations be performed, and that the worst-case scenario be utilized:
 - HEC-23 Design Guideline#4 for Rip Rap Revetment
 - HEC-23 Design Guideline#14 for Rip Rap at Bridge Abutments
 - HEC-23 Design Guideline for Rip Rap for Bottomless Culverts
 - MassDOT Modified Froehlich Equation for Scour Analysis
- The required length of rip rap beyond the proposed crossing replacement is not calculated, specified or shown on the plans.

Based on the information outlined above, we recommend the following scope and fee to obtain MassDOT review approval for funding and construction.

Preliminary Engineering:

- Create a roadway and stream plan and profile to confirm whether additional survey is required
- Perform a supplementary survey of the existing stream and roadway for modelling
- Update the Survey (and contour elevations) for the FEMA FIS Datum
- Perform 2-borings to a depth of 15-feet (or refusal)
- Create a Geotechnical Report based on the results of the borings
- Obtain FEMA HEC-2 Stormwater Model Report

Reference: South Ferry Road Bridge Replacement

- Create a HEC RAS FEMA hydraulic model from the available FEMA HEC-2 Model
- Update the HEC RAS FEMA model for the surveyed existing conditions
- Create a HEC RAS model for the proposed crossing
- Create three models for HEC-RAS Restricted Flow Modelling
- Confirm the preliminary size of the required replacement crossing based on the HEC RAS model and hydraulic calculations.
- Size the proposed scour protection D50 stone size and limits of required scour protection based on the hydraulic model and data.
- Size the proposed bypass for construction
- Create a Hydraulic and Hydrologic Report for Permitting

Preliminary Design:

- Create a project specific Notes Sheet for the Project (Assumes 3 plan sheets)
- Create a Layout Plan for Construction (Assumes 1 plan sheet)
- Create a Roadway and Channel Plan and Profile for Construction (Assumes 2 plan sheet)
- Create Construction Details for the Project (Assumes 4 plan sheets)
- Create 3-sided rigid frame details for Construction (Assumes 3 plan sheets)
- Create preliminary Specifications for Construction
- Prepare a preliminary opinion of probable construction costs for funding
- Submit to the Town draft plans, specifications and reports for review and comment prior to proceeding with permitting

Permitting

- It is our understanding the project currently has been submitted for Montague Cons Com and MADEP review and approval. Permitting scope of work assumes that the proposed final design will be adjusted based on the proposed improvements. If the proposed improvements remain unchanged it is assumed that the scope and associated fee required for MADEP permitting only will not be required for the project.
- Prepare a package for submittal and assist the Town in submitting a MADEP permitting (Assumes 2 Cons Com Meetings)

Reference: South Ferry Road Bridge Replacement

- Prepare a package for submittal and assist the Town in submitting for a (United States Army Corps of Engineers) USACOE permit
- Prepare a package for submittal and assist the Town in submitting for MassDOT review process
- Prepare a package for submittal and assist the Town in obtaining MassDOT funding
- Receive and respond to MassDOT, USACOE and MADEP comments, revise plans, reports and documents based on received comments (assumes 2 sets of revisions to reports, plans, specifications)
- Assist the Town with obtaining an easement for the construction of the project.

Final Design

- Update plans and specifications for bidding based on feedback received during MassDOT review and the permitting process.
- Present the final plans in a public meeting for Town comment (assumes 1 meeting).
- Update the opinion of probable construction costs based on the final design

Based on this scope of work we anticipate the following schedule for the project:

- July 1, 2022 Perform Soil Borings
- July 8, 2022 Update and Perform Additional Survey
- August 8, 2022 Obtain HEC-2 Model from FEMA
- September 15, 2022 Create Geotechnical and Hydraulic Reports
 Create Notes, Site Plan and Detail Sheets
- September 29, 2022 Assist the Town with MassDOT Funding
 Submit draft Plans, Specifications and reports to the Town for Review
- October 7, 2022 Submit for MADEP Permit and MassDOT Review
- December 14, 2022 Submit for USACOE Permit
- March 11, 2023 All Approvals in Hand
- March 18, 2023 Final Plans for Bidding to MassDOT and Town
- March 25, 2023 *Start of Bidding*
- April 20, 2023 *Bid Opening*

June 15, 2022
Mr. Walter Ramsey
Page 6 of 6

Reference: South Ferry Road Bridge Replacement

- July 3, 2023 Start of Construction

Note: items shown in italics are not included as part of the proposed engineering scope and would be included as an amendment to this scope and fee for Bidding and Engineering Services During Construction if requested by the Town.

Stantec can perform this described scope at the schedule indicated at the not to exceed costs of **\$83,389**, a full breakdown of the anticipated level of effort for each item described in the project scope is detailed in Attachment 'A'.

Should you have any questions or wish to discuss this information further please feel free to contact us.

Respectfully Submitted,

Stantec Consulting Services, Inc.



Bryan Ruoff, PE
Associate
Phone: 603-206-7548
Fax: 603-669-7636
Bryan.Ruoff@stantec.com

Attachment: Level of Effort Summary
c. Tom Bergeron, Town of Montague, MA
Rene LaBranche, Stantec

rb document2

Michael's Group	PL	Qatar	Investor	Equity	PL	Trust	Blockchain
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7c

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Wednesday, June 22, 2022 1:46 PM
To: WendyB-Montague Selectboard
Subject: FW: HED notes 6/16

Update Regarding Reprogramming of MassWorks Grant Funding

Notes from conversation with Jong Wai and Marc Horne on 6/16

- HED is on board with the scope reduction. They have cleared it with decision makers at higher levels of the agency.
- All funding will remain with project. Whatever we don't spend will be retained by the state.
- HED will not try to recoup the sunk costs into design or the bridge. HED has no interest in acquiring or repurposing the bridge.
- A formal contract amendment will be required (scope only). Our initial request is on file. Prior to finalizing the request, the town needs to provide an amended scope of work, which remains ongoing.
- HED prefers to prepare the formal contract amendment later this summer. if the towns needs further assurance, they will try to accommodate, but they confirmed that they are on the same page. We can be confident in revisiting this in July.
- Discussed including Canal Street paving into the scope and they concurred that it is in the scope area.

Town of Montague

Personnel Status Change Notice

New Hires

Employee # _____

Board Authorizing **Appointment**: Select Board Meeting Date: 6/27/2022

Authorized Signature: _____

Board Authorizing **Wages**: Select Board Meeting Date: 6/27/2022

Authorized Signature: _____

General Information:

Full name of employee: Albert A. Millett Department: DPW Title: Custodian
 Effective date of hire: 7/11/2022

New Hire:Permanent: X Y N If temporary, estimated length of service: _____Hours per Week: 40 Union: UE**Wages:**Union: UEWages: Grade A Step 10 Wage Rate: \$18.69

Notes:

Copies to:

____ Employee

____ Department

____ Board of Selectmen

____ Treasurer

____ Accountant

____ Retirement Board

____ Town Clerk

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing Appointment: Selectboard Meeting Date: 6/27/22

Authorized Signature: _____

Board Authorizing Wages: Selectboard Meeting Date: 6/27/22

Authorized Signature: _____

General Information:

Full name of employee: <u>Mitchell Alexander Ryan</u>	Department: <u>WPCF</u>
Title: <u>Seasonal</u>	Effective date of hire: <u>6/27/22</u>

New Hire:

Permanent: <u>Y</u> <u>N</u>	If temporary, estimated length of service: <u>8-9 weeks</u>
Hours per Week: <u>32-35</u>	Union: <u>N/A</u> End of <u>August</u>

Wages:

Union: _____	
Wages: Grade _____ Step _____	Wage Rate: <u>14.25</u> (annual/ <u>hourly</u>)
Notes:	

Copies to:

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

WendyB-Montague Selectboard

From: Chelsey Little
Sent: Wednesday, June 22, 2022 3:48 PM
To: StevenE - Montague Town Administrator; WendyB-Montague Selectboard
Subject: Re: June 27 SB Meeting: DEP GAP III Grant Submission and Match
Attachments: Gap III Grant Opportunity Appendix B Application Authorization (1).pdf; Amendment 2.pdf

Wendy,

Here are the updated agenda items and documents:

- Update board on WPCF fine bubble, blower and controls upgrade project
- Authorize Amendment #2 for GAP II Grant (Blower portion of project)
- Authorize DEP Gap III grant submission, including "Cost Share Certification" (\$107,000)
- Authorize use of \$8,200 in WPCF operating funds for GAP III grant match (Diffuser portion of project)

I anticipate around 10 mins for all of these items. Let me know if you need anything else. Thanks!
 Chelsey

From: StevenE - Montague Town Administrator <StevenE@montague-ma.gov>
Sent: Thursday, June 9, 2022 12:59 PM
To: WendyB-Montague Selectboard <WendyB@montague-ma.gov>
Cc: Chelsey Little <WPCF.SUPT@montague-ma.gov>
Subject: June 27 SB Meeting: DEP GAP III Grant Submission and Match

Hi Wendy

For the June 27 meeting, please include the following

- Update board on WPCF fine bubble blower and controls upgrade project
- Authorize DEP Gap III grant submission (\$200,000)
- Authorize use of \$20,000 in WPCF operating funds for GAP III grant match

Chelsey may amend the descriptions above, but I wanted to be sure the placeholder is there.

Steven Ellis
 Montague Town Administrator
 One Avenue A
 Turners Falls, MA 01376
 413-863-3200 x110
www.montague-ma.gov

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

AMENDMENT NO. 2
TO
AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE WPCF AERATION BLOWER UPGRADE PROJECT

AMENDMENT NO. 2
TO
AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE WPCF AERATION BLOWER UPGRADE PROJECT

This AMENDMENT made the _____ day of June 2022, by and between the Town of Montague (hereinafter called CLIENT), and WRIGHT-PIERCE (hereinafter called ENGINEER).

WHEREAS, an Agreement was entered on April 26, 2021, between the CLIENT and ENGINEER, which Agreement is entitled Agreement Between Town of Montague and Wright-Pierce for Montague WPCF Aeration Blower Upgrade Project (hereinafter referred to as AGREEMENT).

WHEREAS, the CLIENT added additional scope to the Project under Amendment No. 1, dated January 3rd, 2022, (to evaluate replacing the coarse bubble diffuser system with a fine bubble diffuser system in the Aeration Tanks) which resulted in additional scope of services during the Final Design and Procurement Phase and the Construction and Operational Phase of the Project.

WHEREAS, the CLIENT wishes to add additional scope to the Project consisting of Electrical and Instrumentation & Controls evaluations.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between CLIENT and ENGINEER to amend the AGREEMENT as follows:

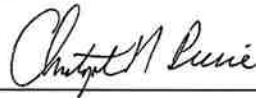
1. The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.
2. In SECTION 1 – SCOPE OF SERVICES, after III. Final Design and Procurement Phase Item H, ADD the following:

“I. Perform electrical and instrumentation & controls discipline site visits (up to 8-hour site visit per senior technical engineer), prepare field evaluation memorandums, and attend up to two, one-hour workshops with CLIENT to identify miscellaneous electrical and instrumentation & controls improvements for the Project.”
3. In SECTION 2 – COMPENSATION in the second paragraph under I. Payments to ENGINEER, DELETE \$31,700 and REPLACE with \$40,000.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

CLIENT:

ENGINEER:



By: _____

By: Christopher N. Pierce, PE

Title: _____

Title: Vice President

Date: _____

Date: June 22, 2022

APPENDIX B: APPLICATION AUTHORIZATION***MUST BE PROVIDED WITH SCANNED SIGNATURES***
CERTIFICATION OF APPLICATION

I hereby confirm that I am duly authorized to submit this application on behalf of [Insert type of entity] _____ and that all information contained in this application to the Gap III Funding for Clean Energy Projects at the relevant facilities or buildings is true and accurate.

Name_____
Date_____
Title

OWNERSHIP/LEASE CERTIFICATION: I hereby confirm that I am duly authorized to implement these energy efficiency and/or clean energy upgrades to this building on behalf of [Insert type of entity] _____ as I am the legal owner of this Facility as represented in the attached Deed, or based on the attached Letter of Authorization and Support signed by the Facility owner [insert legal owner entity's name] and that all information contained in this application to the Gap III Funding for Clean Energy Projects at the relevant facilities is true and accurate.

FINANCING CERTIFICATION *Applicants that intend to secure financing to implement the energy projects described in this application must also complete this certification:*

I hereby confirm that the applicant is duly authorized to apply for financing on behalf of the [Insert type of entity] of _____, located at _____, and that if selected for a grant award the applicant will seek financing for the project as described in Appendix C.

Name Date

Title

COST SHARE CERTIFICATION

I hereby certify that the applicant for Gap III Funding for clean energy projects at [Insert facility/nonprofit or business name] _____, will satisfy the grant requirement to provide the required minimum cost share contribution of 10% of the total adjusted project costs, as described in Appendix C.

Name Date

Title

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 Application: 6/16/2022

Date Approved: _____

Fee: \$ 55.00

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 22
during the following hours:

Sunday	from:	to:	Thursday	from: 5p-7p	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from:	to:
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: 7/1/22 - 11/1/22 { yes } { no x }

This is an annual renewal? { yes x } { no }

1. NAME OF APPLICANT: Slow Village Ahead, Inc TELEPHONE: _____

2. D/B/A: Montague Village Store

3. PREMISES: 60 Main St BUSINESS PHONE: 413-367-9551

4. The specific categories of licensed entertainment sought to be approved are:
_____ Radio _____ Jukebox _____ Video Jukebox _____ Pinball Machines
_____ Wide Screen TV _____ Television/Cable _____ Pool Tables

Automatic Amusement Devices: Video Games, Number of: _____ Type: _____ Video or _____ Keno

_____ Dancing by patrons	size of floor _____
x _____ Instrumental Music	number of instruments & amplifiers _____ 2/1 small amplifier
x _____ Live Vocalists	number of persons/type of show _____ 1 or 2
x _____ Exhibition	type <u>movie</u>
_____ Trade Show	type _____
_____ Athletic Event	type _____
_____ Play	type _____
_____ Readings of Poetry or other	
_____ New Years Eve "after midnight entertainment"	

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: 10-50 Allowed: _____

Outdoors: Size of area to be used: 30ft by 50ft Available Parking: _____

Alcohol to be served: yes, but not by us

Kathleen Lynch
Applicant Signature

*****OFFICE USE ONLY*****

Board of Health _____ Date 6-23-22

Police Department, Chief _____ Date _____

Inspector of Buildings _____ Date _____

Fire Department, Chief _____ Date _____

Board of Selectmen, Chairman _____ Date _____

\$40.00

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TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

X

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: July 7, Aug 5, Sept 1, Oct 6

1. Full name, address and phone number(s) of the organization making this application:

The Shea Theater, 71 Avenue A, Turners Falls
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Linda Tardiff, 83 2nd Street Apt 1 Turners Falls MA 01376
see above
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES x NO _____
4. Nature of Event Suds and Song Number of Attendees 20-80
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES x NO _____
6. Location where event shall be held: on the green and parking lot of 60 Main St
7. Has the approval of the property owner been obtained? YES yes NO _____
8. Exact times of the license: FROM 5pm o'clock AM/PM TO 8pm o'clock _____ AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES x NO _____ If so, when? _____
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO x
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access. There is sufficient on street parking
12. Proof of Liquor Liability Insurance provided? yes Date 6/22/22

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Linda Tardiff 06/16/22
Authorized Representative and Title Date

Office Use Only:	Date Approved: _____
# Days Permit Issued For: _____	Dates License Issued for: _____
Police Chief Signature: <u>[Signature]</u>	<u>6-25-2022</u>
Select Board Chair Signature: _____	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2022

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).

PRODUCER Borawski Insurance 88 King Street, Suite B Northampton MA 01060-3257		CONTACT NAME: Stacie Breck PHONE (A/C, No, Ext): (413) 586-5011 FAX (A/C, No): (413) 586-7973 E-MAIL ADDRESS: sbreck@borawskiinsurance.com	
INSURED Shea Theater Arts Center, Inc. c/o Josh Goldman P.O. Box 773 Turners Falls MA 01376		INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Insurance Company INSURER B: Central Insurance Companies INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20230	

COVERAGES**CERTIFICATE NUMBER:** 22/23**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CLP8662154	02/02/2022	02/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 100,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC8662161	02/12/2022	02/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability	Y		CLP8662154	02/02/2022	02/02/2023	Each occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder listed below is included as additional insured on General liability and Liquor Liability.

CERTIFICATE HOLDER**CANCELLATION**Montague Village Store
60 Main St

Montague

MA 01351

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2022

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.

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PRODUCER Borawski Insurance 88 King Street, Suite B Northampton MA 01060-3257		CONTACT NAME: Stacie Breck PHONE (A/C, No, Ext): (413) 586-5011 FAX (A/C, No): (413) 586-7973 E-MAIL ADDRESS: sbreck@borawskiinsurance.com	
INSURED Shea Theater Arts Center, Inc. c/o Josh Goldman P.O. Box 773 Turners Falls MA 01376		INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Insurance Company INSURER B: Central Insurance Companies INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20230	

COVERAGES

CERTIFICATE NUMBER: 22/23

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CLP8662154	02/02/2022	02/02/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employment Practices \$ 100,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8662161	02/12/2022	02/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			CLP8662154	02/02/2022	02/02/2023	Each occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder listed below is included as additional insured on General liability for ongoing operations if required by written contract or agreement prior to a loss.

CERTIFICATE HOLDER

CANCELLATION

Town of Montague 1 Avenue A Turners Falls MA 01376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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WendyB-Montague Selectboard

From: Sharon Pleasant <spleasant@fcrhra.org>
Sent: Wednesday, June 8, 2022 12:07 PM
To: WendyB-Montague Selectboard
Cc: Brian McHugh
Subject: Selectboard Agenda

Wendy, June 27
 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
 413.863.9781 x 156
 Direct Line 413.223.5215
 413-863-9289 Fax



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From: Jeff Singleton. Montague Alternate Rep to FRTA
 To: FRTA Advisory Board For Discussion at Annual Meeting
 Date: 5-23-22

Proposed addition to the Franklin Regional Transit Authority bylaws to be placed at the end of the introduction or in a new section on the "Role of the Advisory Board."

"The Advisory Board shall approve all policies - including planning documents, route changes, budgets, capital purchases/ projects, and memoranda of understanding – except when the board gives that authority to the administrator to expedite policy implementation between quarterly meetings."

This proposed amendment to the bylaws attempts to define the role of the Advisory Board more clearly and explicitly than appears in the current bylaws, which barely defines the functions of the board.

Over the past year we have been presented with a number of key policies such as a long term transit plan and a memorandum of understanding with the Department of Transportation setting ridership targets which the board was not expected to approve and thus barely discussed. These policies certainly go well beyond the "day to day Affairs of the Authority" which are defined as the purview of the administrator in state law.

On the other hand the board does vote on route changes, major capital projects and the annual budget.. Not clear to me why the board approves some policies and not others.

The bylaws refer to Mass General Law Chapter 161B in defining the role of the board but the sections of this law dealing with advisory boards are similarly vague on their powers. Section 5 defines the board's membership in great detail but does not clearly define its authority

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXII/Chapter161B/Section5>

Nor does 161B, in Section 4, clearly define the "powers" of the administrator

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXII/Chapter161B/Section4>

This proposal is designed to encourage a board discussion of its role and to encourage input from the administrator, counsel and the DOT. It is absolutely not intended to be a criticism of the administrator or of state officials who oversee the RTAs.

Note: Prior to the May26 Advisory Board Annual meeting Michael Perrault sent me a note saying the FRTA counsel, Donna McNichol, had requested that this agenda item be "tabled" pending discussion

with her. This was OK with me, although I did want to at least put it on the table at the May meeting for future discussion to avoid OML problems.

Michael also pointed to Section 6 of the Chapter 161B which, he suggested, defines the powers of the administrator. Not sure this came from Donna but by my reading Section 6 says the listed powers are those of the "Authority" not clearly of either the administrator or the Advisory Board.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXII/Chapter161B/Section6>



Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301

www.fрта.org Tel: (413)774-2262 Fax: (413)772-2202

ANNUAL MEETING NOTICE

**The Advisory Board
Of the
FRANKLIN REGIONAL TRANSIT AUTHORITY**

Thursday, May 26, 2022
4:00 p.m. – 5:45 p.m.

You may join the meeting from your computer, tablet or smartphone at:
<https://us02web.zoom.us/j/83472745246?pwd=dURsd0VxNHIPWlc0a2tqcVZVOHVjZz09>

You can also dial in by your location:

**1 (646) 876-9923 (New York), or
1 (301) 715-8592 (Washington D.C.)
Meeting ID: 834 7274 5246
Passcode: 087186**

AGENDA

1. Introductions (2 minutes)
2. Review and Vote to Accept Minutes from March 17, 2022 Meeting (3 minutes)
3. Old Business: Update on HST and Legislative Task Force (5 minutes)
4. Maintenance Facility Project Update (5 minutes)
5. Review Advisory Board By-Laws (10 minutes)
6. Discussion/Update on Comprehensive Regional Transit Plan and Weekend Fixed Route Service (5 minutes)
7. Review and Discussion of Rider Surveys and FRCOG Report (10 minutes)
8. Discussion and Vote on Making Permanent the Access Program (5 minutes)
9. Discuss Funding/Possible Vote on Continuing Workforce Transit Program (10 minutes)
10. Discussion and Vote on Free Fixed Route Fares or Reinstating Fare Collections (10 minutes)
11. New Business: Update from Finance & Audit Committee (5 minutes)
12. Review and Approve FY 23 Budget (15 minutes)
13. Review and Approve FY 23 Resolution (5 minutes)
14. Nomination/Election of Vice-Chair FY 23, Clerk FY 23-24, and Chair FY 23-25 (5 minutes)
15. Nomination/Election of Finance and Audit Committee for FY 23 (5 minutes)
16. Transit Advisory Committee Updates (3 minutes)
17. FRTA Updates (2 minutes)
18. Discussion of any subject not anticipated prior to the notice being sent to the Advisory Board Members pursuant to Article II, section 4 of the by-laws or anticipated 48 hours prior to the meeting pursuant to the Open Meeting Law or a subject which cannot be delayed until the next Advisory Board meeting, including the need for an executive session.

The Franklin Regional Transit Authority does not discriminate on the basis of disability with the respect to admission to, access to, or operation of its programs, services, or activities. Individuals who need auxiliary aids for effective communication with respect to programs, services, and activities of the Franklin Regional Transit Authority should contact the FRTA Administrative Office at 413-774-2262, toll free 1-888-301-2262.

**TOWN OF MONTAGUE
JOB DESCRIPTION**

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.

Assistant Town Administrator
Town Administration
Revision Date: June 15, 2022

TOWN OF MONTAGUE JOB DESCRIPTION

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.

Assistant Town Administrator
Town Administration
Revision Date: June 15, 2022

TOWN OF MONTAGUE JOB DESCRIPTION

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 team environment and ensuring that community development and economic development, and facilities and infrastructure planning, are effectively coordinately and informed across 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, AND 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.

Assistant Town Administrator
Town Administration
Revision Date: June 15, 2022

TOWN OF MONTAGUE JOB DESCRIPTION

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 the 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.

Assistant Town Administrator
Town Administration
Revision Date: June 15, 2022

**TOWN OF MONTAGUE
JOB DESCRIPTION**

Work Environment

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

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.

Approved:

Steven E. Ellis
Town Administrator

Date _____

Board Chair

Date _____

Assistant Town Administrator
Town Administration
Revision Date: June 15, 2022

**TOWN OF MONTAGUE
JOB DESCRIPTION**

15B

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.

Administrative Assistant
Selectboard
Revision Date: June 15, 2022

TOWN OF MONTAGUE JOB DESCRIPTION

Essential Functions

1. Performs clerical duties for department; prepares correspondence; copies documents; maintains and updates files and records; prepares reports and mailings.
2. Assists with development/compilation of information for Selectboard meetings, including minutes; attends Selectboard meetings in absence of Executive Assistant.
3. Processes and maintains records of bills and invoices, appointments, attendance reports, benefit changes, licenses, postings, and any other business of the Selectboard Office.
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. Updates Town website, social media, and other communication media with Selectboard and Town news and information.
7. Provides assistance, consistent with job skills, to other Town departments or committees at discretion of supervisor.
8. Performs other Selectboard office tasks as may be required.

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

Executive Assistant
Selectboard

Revision Date: June 15, 2022

**TOWN OF MONTAGUE
JOB DESCRIPTION**

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:

Steven E. Ellis
Town Administrator

Date _____

Board Chair

Date _____

Executive Assistant
Selectboard
Revision Date: June 15, 2022

June 23, 2022

To whom it may concern,

As per our zoom meeting at the beginning of the year thank you for the opportunity to extend my ownership of the liquor license that was previously being used at Hubie's Tavern located at 64-66 Avenue A in Turners Falls through December 31st 2022. We are currently still seeking a transfer of the license to a new owner and expect that to happen before the end of the year.

I appreciate your willingness to work with me through these difficult times and hope to have a resolution soon.

Thank you again,

Sincerely,

Shawn Hubert

minutes
MONTAGUE SELECTBOARD MEETING
Due to COVID-19 Public Participation is by Zoom
Monday, December 6, 2021

Meeting was opened at 6:30 PM. Present were Selectboard Rich Kuklewicz, Chris Boutwell, and Matt Lord, Executive Assistant Wendy Bogusz, Director of Public Health Daniel Wasiuk, Town Counsel Gregg Corbo, Town Planner Walter Ramsey, Board of Health Members Michael Nelson and Melanie Zamojski, Finance Committee Director Jennifer Audley, Council on Aging Director Roberta Potter, Finance Committee member John Hanold, Police Chief Chris Williams, and Town Accountant Carolyn Olsen.

Vimeo Meeting Link: <https://vimeo.com/656592896>

Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken.

Approve Minutes

Selectboard Meeting of November 29, 2021 if available

Boutwell makes the motion to approve the minutes of the Selectboard Meeting of November 29, 2021 as presented. Seconded by Lord, unanimously approved. Boutwell - Aye, Lord - Aye, Kuklewicz - Aye

Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment

None

Shawn Hubert, Hubies Tavern and Restaurant - Cancellation and/or Non-Renewal of Liquor License Hearing

Lord makes the motion that the Board renew the Hubies Tavern and Restaurant Liquor License subject to the condition that the establishment either be re-opened or an application to transfer the license be made by June 30, 2022 provided that the Board may extend this deadline upon written request showing legitimate efforts to comply. Seconded by Kuklewicz, approved. Lord - Aye, Kuklewicz - Aye, Boutwell - Abstain

Michael McCarthy, Riff's North, Cancellation and/or Non-Renewal of Liquor License Hearing

Lord makes the motion that the Board renew the Riff's North Liquor License subject to the condition that the establishment either be re-opened or an application to transfer the license be made by June 30, 2022 provided that the Board may extend this deadline upon written request showing legitimate efforts to comply. Seconded by Kuklewicz, approved. Lord - Aye, Kuklewicz - Aye, Boutwell - Abstain

COVID Updates

Review of COVID Case Counts and Trends

Active cases from November 28 through December 4, 2021 equals 46; and from November 21 through December 4, 2021 equals 73. Cumulative cases from March 1, 2020 through December 4, 2021 equals 516. Percentage of individuals fully vaccinated in Montague is 63%. Cumulative percentage of all individuals 12+ years old with at least one dose is 74%. Breakdown of the new cases is as follows: Fully vaccinated, 14; partially vaccinated, 4; not vaccinated, 28. Age group breakdown is as follows: 18-35 is 9; 36-49 is 10; 50-64 is 6; 65-80 is 2; 81+ is 0; and under 17 is 19.

Discuss any other needed response to COVID situation

- The Board of Health had an emergency meeting last Thursday. They decided not to institute a mask mandate for indoor public spaces and private indoor spaces that are open to the public. Rather, they recommend a strong advisory pertaining to the usage of facial masks within the indoor public spaces. The BOH feels that individual entities can decide on implementing mask policies as they see fit.
- In response to a question by Lord, Zamojski states one of the BOH members feels that individuals currently wearing masks will continue to wear masks, and the issue comes to enforcement and State back-up.
- Boutwell states that many communities consider the mask situation a personal issue.
- Kuklewicz feels that public buildings (i.e., Town Hall, senior center, libraries, etc.) as well as public facilities (i.e., retail establishments, grocery stores, etc.) should have mask mandates implemented.

Board Name	
1 YEAR APPOINTMENTS	TERM EXPIRATION
ADA COORDINATOR	
Steven Ellis	6/30/2023
ALTERNATE BUILDING INSPECTOR	
David Jensen	6/30/2023
AUCTION PERMIT AGENT	
Wendy Bogusz	6/30/2023
Debra Bourbeau	6/30/2023
BATTLEFIELD GRANT ADVISORY COMMITTEE	
David Brule	6/30/2023
Kit Carpenter	6/30/2023
Joe Graveline	6/30/2023
Doug Harris	6/30/2023
Rich Holshuh	6/30/2023
Roger Longtoe Sheehan	6/30/2023
John Nove	6/30/2023
Elizabeth Santana Kiser	6/30/2023
Bettina Washington	6/30/2023
CABLE ADVISORY COMMITTEE	
Jason Burbank	6/30/2023
Richard Kuklewicz	6/30/2023
Richard Widmer	6/30/2023
CEMETERY COMMISSION	
Annabel Levine	6/30/2023
Judith Lorei	6/30/2023
Mary Kay Mattiace	6/30/2023
CONSERVATION COMMISSION - ASSOCIATE MEMBER	
Albert Averill	6/30/2023
CONSTABLE	
Wendy Bogusz	6/30/2023
Christopher Williams	6/30/2023
COUNCIL ON AGING	
Debra Bourbeau	6/30/2023
Barbara Kuklewicz	6/30/2023
Larry Parker	6/30/2023
DPW SUPERINTENDENT	
Tom Bergeron	6/30/2023

1 YEAR APPOINTMENTS CONTINUED	TERM EXPIRATION
EMERGENCY MANAGER	
John Zellmann	6/30/2023
ENERGY COMMITTEE	
Jason Burbank	6/30/2023
Ariel Elan	6/30/2023
Pamela Hanold	6/30/2023
Chris Mason	6/30/2023
Sarah (Sally) Pick	6/30/2023
Bob Reuter	6/30/2023
Tim Van Egmond	6/30/2023
F. C. SOLID WASTE MANAGEMENT DISTRICT 2	
Christopher Boutwell, Sr.	6/30/2023
FOREST WARDEN	
Richard Sawin, Jr.	6/30/2023
FOREST WARDEN - DEPUTY	
Kyle Cogswell	6/30/2023
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS	
Steven Ellis	6/30/2023
Richard Kuklewicz	6/30/2023
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS - PLANNING REP	
Elizabeth Irving	6/30/2023
FRTA ADVISORY BOARD	
Richard Kuklewicz	6/30/2023
Jeffrey Singleton	6/30/2023
GAS & PLUMBING INSPECTOR	
John Letourneau	6/30/2023
PUBLIC WORKS FACILITY BUILDING COMMITTEE	
Jason Burbank	6/30/2023
Jay DiPucchio	6/30/2023
Ariel Elan	6/30/2023
Mark Fairbrother	6/30/2023
Pamela Hanold	6/30/2023
David Jensen	6/30/2023
Robert Macewicz	6/30/2023
Ken Morin	6/30/2023
Richard Widmer	6/30/2023
REGIONAL EMERGENCY PLANNING COMMITTEE (REPC)	
John Zellmann	6/30/2023

1 YEAR APPOINTMENTS CONTINUED	TERM EXPIRATION
SIX TOWN REGIONALIZATION COMMITTEE	
Michael Naughton	6/30/2023
Marlyn Reynolds	6/30/2023
TAX TITLE CUSTODIAN	
Eileen Seymour	6/30/2023
TOWN COUNSEL	
KP Law, PC	6/30/2023
TREE ADVISORY COMMITTEE	
William Codington	6/30/2023
David Detmold	6/30/2023
Charles Walker Korby	6/30/2023
Annabel Levine	6/30/2023
Tom Sullivan	6/30/2023
Jeffrey Warren -Pukis	6/30/2023
VETERAN'S BURIAL AGENT	
Christopher Demars	6/30/2023
VETERAN'S DIRECTOR	
Timothy Niejadlik	6/30/2023
VETERAN'S GRAVES OFFICER	
John T. Murphy	6/30/2023
WELLS TRUST	
Ron Sicard	6/30/2023
WIRING INSPECTOR	
Wayne Shaw	6/30/2023
WIRING INSPECTOR - Alternate	
Todd Weed	6/30/2023
Thomas W. Wyman	6/30/2023
ZONING BOARD OF APPEALS - ALTERNATE	
Robert Obear	6/30/2023
2 YEAR APPOINTMENTS	
GILL-MONTAGUE TRANSIT AUTHORITY	
Steven Ellis	6/30/2024
Carolyn Olsen	6/30/2024

2 YEAR APPOINTMENTS CONTINUED	TERM EXPIRATION
RIVERCULTURE STEERING COMMITTEE	
Kristi Bodin	6/30/2024
Tammy Ketcham	6/30/2024
Lilith Wolinsky	6/30/2024
3 YEAR APPOINTMENTS	
AIRPORT COMMISSION	
David Brule	6/30/2025
Seth Rutherford	6/30/2025
CONSERVATION COMMISSION	
Tobias Carter	6/30/2025
Sean Werle	6/30/2025
CULTURAL COUNCIL	
Anne Harding	6/30/2025
Kathy Lynch	6/30/2025
Betty Tegel	6/30/2025
ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION	
James Mussoni	6/30/2025
HISTORICAL COMMISSION	
Chris Clawson	6/30/2025
Edward Gregory	6/30/2025
Janel Nockleby	6/30/2025
PLANNING BOARD	
Ron Sicard	6/30/2025
5 YEAR APPOINTMENT	
ZONING BOARD OF APPEALS	
David Jensen	6/30/2027

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Thursday, June 23, 2022 9:09 AM
To: WendyB-Montague Selectboard
Subject: TA Business - ARPA Funds Release
Attachments: Financial-Assistance-Agreement-Local-Governments.pdf

Hi Wendy

Please add the following under TA Business:

- Request second tranche of Montague's ARPA/CLFRF (\$1,227,312) grant from US Treasury

Moved: To authorize the Town Administrator to sign and submit the US Treasury CLFRF financial assistance agreement and any related documents required as part of the Town's application for the second half (\$1,227,312) of its ARPA grant, inclusive of its Town allocation of \$429,769 and its County reallocation of \$797,543.

The request is made for the Town Administrator to serve as signatory because I am the authorized agent for the purposes of the US Treasury Portal. The terms of the agreement have not changed from the previous request, which I also signed, and are provided for your information. We would expect to receive the funds in July and/or August. As a reminder, funds need to be obligated by 12/31/2024 and fully spent by 12/31/2026.

Steven Ellis
Montague Town Administrator
One Avenue A
Turners Falls, MA 01376
413-863-3200 x110
www.montague-ma.gov

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

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



Franklin Regional Council of Governments

AMENDMENT

to the
AGREEMENT FOR SERVICES

by and between
The Town of Montague

and the
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS
Partnership for Youth

for Prevention Related Services for the Town of Montague

As allowed by ARTICLE 10 of the Agreement for Services effective November 5, 2021, the Franklin Regional Council of Governments (FRCOG) and the Western Mass Training Consortium hereby amend the terms of the Agreement, effective June 22, 2022.

1. Amendment to Article 3. SCHEDULE: The end date for the contract shall be changed from "on or before June 31, 2022" to "on or before June 30, 2023".

All other provisions of the original Agreement remain in effect.

IN WITNESS thereof, the FRCOG and the Town of Montague have executed this AMENDMENT as of the date above written:

For the Franklin Regional Council of Governments:

Linda Dunlavy, Executive Director

Date

For the Town of Montague

Steven Ellis, Town Administrator

Date

For FRCOG Use Only

Contract Reviewed by Procurement: _____ Finance: _____ Grant Line # 04-275 (incoming funds)
initials initials

AGREEMENT FOR SERVICES
by and between the
TOWN OF MONTAGUE
and the
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

The following provisions, effective as of November 5, 2021 between the Town of Montague, Massachusetts (hereinafter referred to as the "Town"), and the Franklin Regional Council of Governments ("FRCOG") having a usual place of business at 12 Olive Street, Greenfield, Massachusetts, 01301 (hereinafter referred to as the "FRCOG").

Whereas the Town proposes to engage the FRCOG to assist in the preparation and completion of the tasks outlined in the Scope of Work for Prevention Related Services for the Town of Montague (Attachment A), hereafter referred to as the "FRCOG Scope of Work," and

Whereas this project shall be conducted in accordance with this Agreement, as more specifically amended or supplemented by the following Special Provisions, and

Whereas, this Agreement, together with Attachment A represents the entire understanding of the parties, and neither is relying upon any representation not contained herein.

Now therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE FRCOG

The Town hereby engages the FRCOG and the FRCOG hereby accepts the engagement to perform services in connection with tasks specified in the FRCOG Scope of Work, which is incorporated by reference and made a part hereof as expressly modified or supplemented herein.

The Town, with thirty (30) days written notice, may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from the Town to the FRCOG that the Agreement or any portion thereof is to be terminated, the FRCOG shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the FRCOG and shall transmit the same to the Town on or before the fifteenth (15th) day following the receipt of the written notice of termination together with an evaluation of the cost of the work performed. The FRCOG shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the Town.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

ARTICLE 2 - SERVICES OF THE FRCOG

The FRCOG shall perform professional services in accordance with the FRCOG Scope of Work (Attachment A) and this Agreement.

ARTICLE 3 – SCHEDULE

The Scope of Work as required under this Agreement shall be completed on or before June 31, 2022.

ARTICLE 4- PAYMENTS TO THE FRCOG

For all services to be performed under this Agreement, inclusive of required meetings, payment shall not exceed \$12,000. Invoices shall be submitted quarterly with a brief progress report and payments shall be made within 30 days of receipt.

ARTICLE 5- OWNERSHIP OF DOCUMENTS

All work prepared and/or produced will become the property of the Town of Montague.

ARTICLE 6- SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement.

ARTICLE 7 – INDEMNIFICATION & INSURANCE

The Town shall indemnify and hold the FRCOG harmless with respect to any and all public liability and third party losses, damages, costs, or expenses for bodily injury or damage to real or tangible personal property sustained by the FRCOG arising out of the provision of services for the Town under this Agreement.

The FRCOG shall provide and maintain throughout the term of this Agreement insurance for its employees including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts.

By entering into this Agreement, neither the FRCOG nor the Town have waived any governmental immunity that may be extended to them by operation of law.

ARTICLE 8 – CONFLICT OF INTEREST

No officer, employee, agent, or member of the governing bodies of the FRCOG or the Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of the governing bodies, whether such

interest is direct or indirect. The FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 9 – FORCE MAJEURE

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement, for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of terrorism, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

ARTICLE 10 - AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 11 – NON-DISCRIMINATION

The FRCOG shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereby execute this Agreement this date _____, 2021.

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

Linda Dunlavy, Executive Director

Date

For the TOWN OF MONTAGUE:

Steven Ellis

Date

For FRCOG Use Only

Contract Reviewed by Procurement: n/a amw
Initial

Finance: _____
Initial

Grant Account # (needs new # assigned)

ATTACHMENT A

Scope of Work for Prevention Related Services for the Town of Montague

Whereas the Town of Montague has Cannabis Impact Fees to spend on the mitigation of harm from legalized cannabis, and wished to spend this funding as responsibly as possible, with fidelity to the best evidence in youth substance use prevention and harm reduction...

And whereas the Communities That Care Coalition (a program of the Franklin Regional Council of Governments) has expertise in working with local towns and schools to ensure that youth substance use prevention and youth development efforts are as effective as possible...

The Communities That Care Coalition proposes to work with the Town of Montague to provide monitoring, technical assistance, and evaluation of their youth substance use prevention efforts undertaken with Cannabis Impact Fees.

If funded, the Communities That Care Coalition will:

- Monitor and assess the effectiveness of new and existing prevention efforts in the Gill-Montague Regional School District and Franklin County Technical School, and report findings to the Selectboard and school leaders as requested. Specifically, these services will focus on the...
 - New Licensed Drug and Alcohol Counselor
 - Implementation of the Botvin™ Middle School LifeSkills substance use prevention curriculum
 - Implementation of the PreVenture program
- Provide technical assistance with the selection and implementation of evidence-based drug and alcohol prevention efforts in the schools and community as requested
- Share any emergent youth substance abuse issues or related concerns that are apparent in data collected over the course of the 2021-22 school year.

A one-year budget for these proposed services is:

Coalition Co-Coordinator (Kat Allen), 1 hour per week plus all fringe & admin overhead = \$6,680
Prevention in Schools Coordinator (in hiring process), ½ hour per week plus fringe & admin = \$4,506
Rent, IT, Mileage, Program Support = \$814
<i>Total Budget = \$12,000</i>

One-Year Workplan:

Ongoing (as requested), Partnership for Youth Staff will provide technical assistance with the selection and implementation of evidence-based drug and alcohol prevention efforts in the schools and community as requested by authorized school officials and/or the Town.

Ongoing (as requested), Partnership for Youth Staff will share any emergent youth substance abuse issues or related concerns that are apparent in data collected over the course of the 2021-22 school year. Staff will give presentations on Gill-Montague Regional School District and Franklin County Technical School's Teen Health Survey data at the request of school staff, School Committee and/or Selectboard members, with the explicit, written permission of the school superintendent.

Ongoing (as requested), Partnership for Youth Staff will report back to School Committee and/or Selectboard on progress of implementation of prevention services (including the new Licensed Drug and Alcohol Counselor and the Community-Based Organization Evidence-Based Parent Education Programs) as requested by authorized school officials and/or the Town.

Tasks Related to...

The New Licensed Drug and Alcohol Counselor:

- **In the first quarter,** Partnership for Youth Staff will work with the new Licensed Drug and Alcohol Counselor to determine what metrics (such as number of students seen, types of presenting problems, demographics of students served, outreach to parents, etc.) are already being collected and what additional metrics can be collected. The Partnership for Youth Staff will work on creating any additional data collection tools necessary for monitoring the successful implementation of this initiative.
- **Ongoing (as requested),** Partnership for Youth Staff will seek out and forward any resources that would be valuable to the New Licensed Drug and Alcohol Counselor (such as trainings, protocol, introductions, resources, or other supports that might enhance their effectiveness), and will be available for questions and troubleshooting.

The Community-Based Organization Evidence-Based Parent Education Program:

- Assist Town with drafting of a request for proposals and proposal review criteria.
- Assist Town with technical evaluation of proposals relative to stated review criteria.
- Conduct periodic check-ins with grantees to ensure programs are being implemented with fidelity to the model and that agencies are collecting appropriate process metrics. Monthly check-ins for initial quarter, then at least quarterly.
- Assist grantees with production of report summarizing program participation and any reasonably available initial outcomes.