

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, September 12, 2022

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/83154011777>

Meeting ID: 831 5401 1777 **Password:** 623331 **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 August 29, 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. 6:33 Melanie, Zamojski, COVID Updates
 - Review of COVID trends
 - EOHHS Offer of Free COVID Tests and PPE for Municipalities
5. 6:40 Sewer Commissioners with Chelsey Little, Clean Water Superintendent
 - FY23 Projected Revenue, Expense and Rate Impact, Options
 - Screw Pump Project Next Steps – Approval for Design Work
 - Regular Sewer Commission Meetings/Briefings
 - Sludge Contract Renewal Update
6. 7:10 Caitlin Kelley, Montague Library Director
 - Canal Program Series
7. 7:15 Personnel Board
 - Appoint Abigale Buedinger, Millers Falls Branch Library Assistant, NAGE Grade A, Step 2, 12 hrs/week, effective 9/13/2022
 - Appoint Lillian Moss, Library Trustee, until next town election on May 16, 2023
 - Upper Pioneer Valley Veterans’ Advisory Board Appointment
 - Appoint Planner Hiring Committee
 - Update on ATA Transition Plan
8. 7:25 Infrastructure Project Updates
 - Execute Canal District Gateway Enhancement Project grant contract amendment #4
 - Montague City Road Flooding Relief project schedule
 - Burn Dump Capping

Montague Selectboard Agenda

VIA ZOOM

Monday, September 12, 2022

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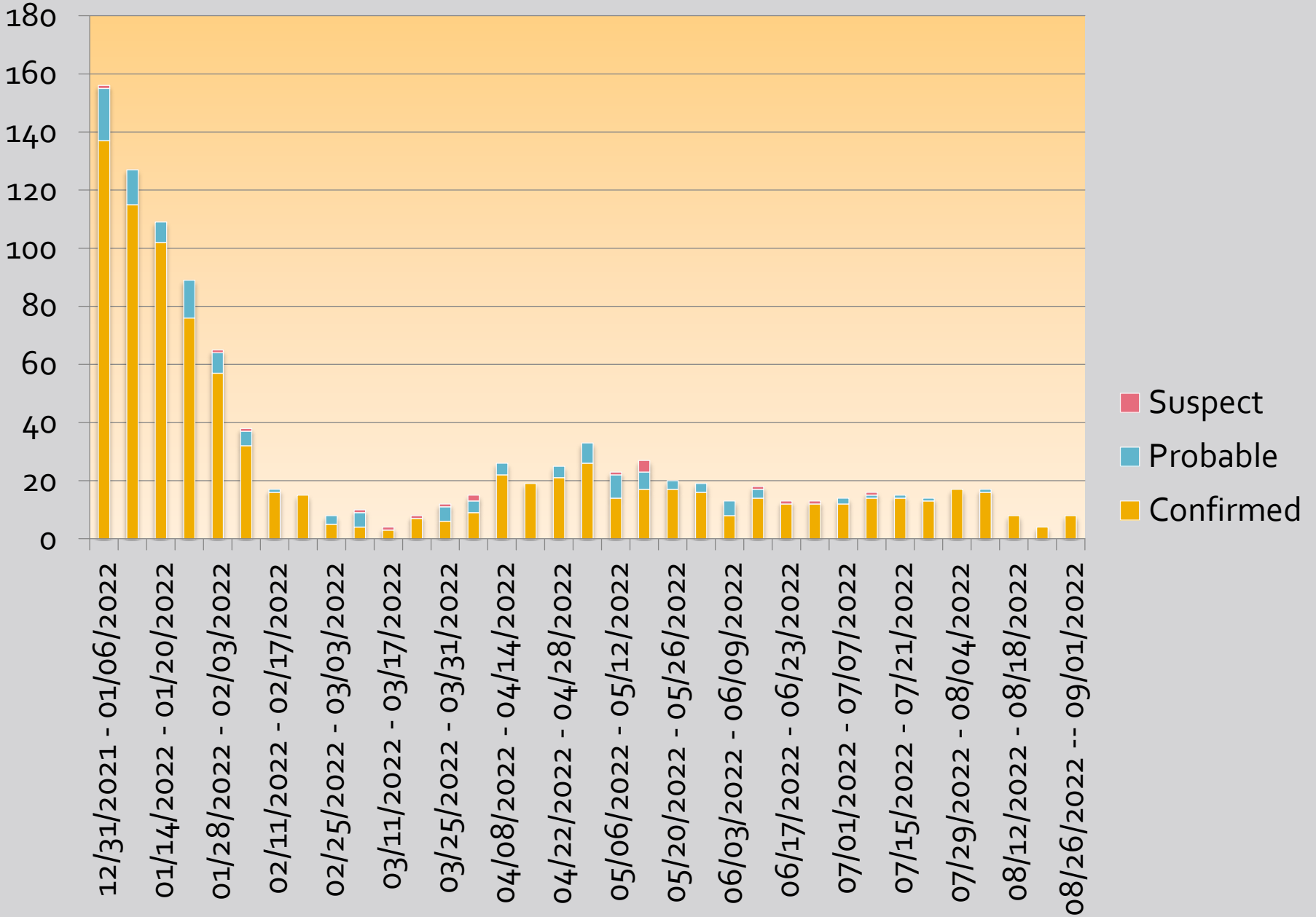
9. 7:40 Shea Theater Maintenance Fund
- Request to Transfer \$3,000 from Community Development Unallocated to CD Shea Theater Following Lightning Damage to Fire Alarm Control Panel
10. 7:45 Receive Natural Gas Bids (Ken McCance, Yolon Energy)
11. 7:50 Fall Special Town Meeting (October 13, 2022)
- Special Town Meeting Warrant is Open through Sept 15
 - Review Preliminary Draft Warrant
 - Discuss Meeting Logistics and any COVID-related concerns
12. 8:05 Town Administrator's Business
- Review Bid Results for Town Hall Roof
 - Execute Agreement for \$110,000 with JD&D Construction, Inc of Webster MA for replacement of the Montague Town Hall Roof. Authorize Notice to Proceed.
 - Sealer Weights and Measures Fee Update (effective 1/1/23)
 - MA Office on Disabilities ADA Improvement Grant Submission
 - Topics not anticipated in the 48 hour posting

OTHER:

- The Turners Falls Power Canal service outage will take place Monday, September 19, 2022 through September 24, 2022
- FCSWMD Hazardous Waste Collection Day, Saturday, September 24, 2022

Next Selectboard Meeting: Monday, September 19, 2022 at 6:30 PM
Available in-person at 1 Avenue A, Turners Falls and via ZOOM

MONTAGUE WEEKLY CASES



From: DLS Alerts <dls_alerts@dor.state.ma.us>

Sent: Wednesday, September 7, 2022 3:50 PM

To: StevenE - Montague Town Administrator <StevenE@montague-ma.gov>

Subject: DLS Alert: Additional Free COVID-19 Rapid Antigen Tests and PPE for Municipalities



Additional Free COVID-19 Rapid Antigen Tests and PPE for Municipalities

Municipal Officials,

In an effort to continue to support our residents and municipalities with the tools to manage COVID-19, the Baker-Polito Administration is offering up to **3.5 million free at-home rapid antigen COVID-19 tests, as well as masks and other PPE**, to interested municipalities.

Test distribution amount will be determined solely by population size. There are **no restrictions or requirements** for the use of these tests.

Next steps: As we have done previously, **your local board of health will receive a follow-up email today from the Executive Office of Health and Human Services** including allocation details and a short survey to fill out by September 16th. Please note that some items of PPE are first-come, first-served, and that deliveries will begin on a rolling basis next week.

Sincerely,

Karyn E. Polito
Lieutenant Governor

Presented by the Montague Public Libraries in collaboration with the Great Falls Discovery Center, the Town of Montague, RiverCulture, and the Montague Historical Society

THE TURNERS FALLS CANAL DISTRICT:

Rediscovering the Past, Planning for the Future

September 22nd thru October 29th

CANAL DRAW DOWN HISTORY STROLL

Thursday, Sept. 22, 5:30 to 7:00 p.m.
Discovery Center entrance

Check out the annual draining of the Turners Falls canal and take a stroll along the Canalside Rail Trail and absorb some local history. Wear walking shoes and meet at the entrance of the Center for this free two mile walk on flat terrain.

SOURCE TO SEA CLEANUP

Saturday, Sept. 24

Exact location/time determined through registration

Hard work, real fun, true impact: the annual fall trash cleanup of the Connecticut River and its tributaries. Join DCR and library staff in the morning to clean-up along the Turners Falls canal. To register and find a location, visit ctriver.org or contact DCR staff at 413-863-3221 for more information.

THE PESKEOMPSKUT AUDIO TOUR

Saturday, Sept. 24, Unity Park Bike Path

RiverCulture launches The Peskeompskut Audio Tour: Connect to historic, Indigenous, and personal narratives from your cell phone. Funded with a grant from Mass Humanities.

CANAL INVESTIGATION STATION

Saturday, Oct. 1; Sunday, Oct. 2; & Sunday, Oct. 9, 2:00-5:00 p.m.

Canalside Rail Trail entrance at the Center

Stop by the DCR station, visit with staff and walk away with a better sense of where you are and those who came before you. Our Canalside Rail Trail is chock full of stories about the past--fish, barges, steamships, paper, cutlery, cotton, and hydroelectricity. In case of rain, find our station inside the Great Falls Discovery Center.

montaguepubliclibraries.org

INDIGENOUS LIFEWAYS, LOSS AND RENEWAL AT THE FALLS

Thursday, Oct. 6, 6:00-7:00 p.m.
Discovery Center Great Hall

This presentation shares information on local Indigenous history, the recovery of Native place names, and recent efforts at healing from the tragic events of May 19, 1676. Recent research and archaeology stemming from the National Park Service Battlefield Study will also be reviewed

RE-ENVISIONING THE CANAL DISTRICT : A COMMUNITY PLANNING WORKSHOP

Thursday, Oct. 27, 6:30-8:30 p.m.
Discovery Center Great Hall

This interactive event is the third and final community workshop for Canal District Master Plan- a redevelopment plan for the 16 acres of former mill sites along the Canal from the Turners Falls-Gill Bridge to Sixth Street. The plan is being developed with support from MassDevelopment. The Commonwealth is expected to invest upwards of \$40M into the Canal district over the next 7 years so things are really starting to heat up after decades of decline along the river. Come learn what is in store.

THE GENESIS OF THE TURNERS FALLS COMMUNITY

Saturday, Oct. 29, 1:00-2:30 p.m.
Discovery Center Great Hall

Ed Gregory and Chris Clawson of the Montague Historical Society present an exhibit and new documentary introducing the post-colonial creation of Montague's largest village, Turners Falls. Learn how our community became a significant part of the American Industrial Revolution using Connecticut River water power.

Visitors will arrive to see a pictorial exhibit, followed by a new video which introduces the creation of the canal and the uses made of it since 1798. The event concludes with an open discussion session.

CHECK IT OUT!

NEWSLETTER OF THE MONTAGUE PUBLIC LIBRARIES

SEPTEMBER 2022

DIRECTOR'S UPDATE

Welcome to the Montague Public Libraries' brand new monthly newsletter! Each month, we'll provide library updates, highlight new materials and services, and detail upcoming programs.

For September, we're excited to continue our run of outdoor programs. Join us on the Carnegie lawn Wednesdays for story time and Thursdays for play group. On Saturday, September 10th we'll stretch out with local author Sue Fuller. She'll share her book "Big Words for Little Hearts" and lead a yoga session for kiddos and their caregivers.

While the kids go back to school, we think it's important to provide learning opportunities for patrons of all ages. This month we're launching our Book a Librarian service. Patrons will be able to book half-hour appointments with a librarian for help with everything from using apps on their phone and researching their family history to making a stellar resume or troubleshooting Microsoft Word. To book an appointment, email librarydirector@montague-ma.gov or call 413-863-3214.

So much of what makes Turners Falls the village it is today is thanks to its location in a bend of the Connecticut River. In collaboration with the Discovery Center, the Town of Montague, and a group of esteemed local historians, the Montague Public Libraries will explore the history and ecology of this area in a program series titled "The Turners Falls Canal District: Rediscovering the Past, Planning for the Future" scheduled between Wednesday, September 21st and Saturday, October 29th. The Discovery Center will kick off the series with two very cool opportunities to learn about the canal and to take part in its preservation. Details on the next page.

Finally, if you're struggling with what to read next, you can check out the Carnegie circulation staff's apple-themed book display in the reading room. Find a fall-themed cozy mystery, your next pie recipe, foliage guides, and instructions for making cider!

Happy (almost) fall!
Caitlin

LIBRARY INFORMATION

Carnegie Public Library

413-863-3214

201 Avenue A, Turners Falls

Monday & Tuesday 1:00 - 8:00

Wednesday 10:00 - 8:00

Thursday 1:00 - 5:00

Friday 10:00 - 5:00

Saturday 10:00 - 2:00

Millers Falls Library

413-659-3801

23 Bridge St.

Tuesday & Thursday 2:00-7:00

Montague Center Library

413-367-2852

17 Center St.

Monday & Wednesday 2:00 - 7:00

Friday 10:00-1:00

Website:

montaguepubliclibraries.org



Like us on Facebook



Follow us on Instagram



PROGRAMS

 FOR FAMILIES

 FOR ADULTS

 FOR EVERYONE!

STORY TIME

Wednesdays 10:00am 

Join Meghan Doyle for stories, songs and a craft on the Carnegie Library Lawn. Bring a blanket or something to sit on! Weather unpleasant? Story Time will be on the 2nd floor.

PLAYGROUP

Thursdays 10:00am 


Drop in each week for a morning of both guided and free play with music, under the tent at Carnegie Library. Designed for preschoolers but older children are welcome! Special guest on Sept 22!

BIG WORDS FOR LITTLE HEARTS: AUTHOR VISIT & YOGA SESSION

Saturday, September 10 11:00am 

Meet local author, Sue Fuller, at the Carnegie Library, under the tent, as she shares some words and yoga poses from her book. Designed for children and their caregivers.

MONTAGUE CENTER LIBRARY BOOK CLUB

Thursday, Sept 29 7:00-8:00pm 

Please join us! For more information contact Kate at kmartineau@cwmars.org. Book TBD.

MONTAGUE CENTER LIBRARY AUTHOR SERIES: A HOME RUN FOR BUNNY

Wednesday, Sept 21 6:00-7:00pm 

Richard Andersen will read from his most recent novel "A Home Run for Bunny," which tells the true local story of a little known but important event in America's history of race relations.

CLIMATE RIBBON PROJECT Sept 24 - 30 During Open Hours



Look for the display at all three of the Montague Libraries and write what you love and hope to never lose to climate chaos on a ribbon during Climate Preparedness Week. Ribbons will be displayed as art installations outside of the libraries.

THE TURNERS FALLS CANAL DISTRICT: REDISCOVERING THE PAST, PLANNING FOR THE FUTURE



Multiple locations, 9/21-10/29 

See website for details.

CANAL DRAW DOWN HISTORY STROLL THURSDAY, SEPT. 22 5:30-7:30pm



Check out the annual draining of the Turners Falls canal and take a stroll along the Canalside Rail Trail and absorb some local history. Wear walking shoes and meet at the entrance of the Center for this free two mile walk on flat terrain. This is the kick-off event for a series of Turners Falls Canal District programs.

SOURCE TO SEA CLEANUP: CANAL DISTRICT

SATURDAY, SEPT. 24 

Exact location/time determined through registration.

Hard work, real fun, true impact: the annual fall trash cleanup of the Connecticut River and its tributaries. Join DCR staff in the morning to clean-up along the Turners Falls canal. To register and find a location, visit ctriver.org or contact DCR staff at 413-863-3221 for more information.

SAVE THE DATE!

HALLOWEEN PARTY!



Saturday, October 22 1:00-4:00pm 

Join Meghan and Angela at the Carnegie Library for Halloween crafts and activities as part of the Great Falls Festival!

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment:** Selectboard Meeting Date: 9/12/2022

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 9/12/2022

Authorized Signature: _____

General Information:

Full name of employee: Abigale Buedinger Department: Library
Title: Millers Falls Branch Library Assistant Effective date of hire: 9/13/2022

New Hire:

Permanent: X Y N If temporary, estimated length of service: _____

Hours per Week: 12 Union: NAGE

Wages:

Union: NAGE

Wages: Grade A Step 2 Wage Rate: \$15.49 (annual/ hourly)

Notes:

Copies to:

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

Abigale Buedinger

12 Sartwell Road
Vernon, VT, 05354
(802)-258-7510
abbeybuedinger@gmail.com

EDUCATION

Southern Connecticut State University - Masters of Library and Information Science - Anticipated graduation August 2023

Northern Vermont University, Johnson, VT — Bachelors of Arts: Interdisciplinary Studies - Concentrating in Psychology, Education, Sociology

August 2017 - May 2021

- Member of the National Society of Leadership and Success
- Dean's List Spring 2021

Relevant Coursework

- Fundamentals of Library and Information Science (currently taking in graduate school)
- User Services (Currently taking in graduate school)
- Literacy, Literature and Reading for School and Public Libraries (currently taking in graduate school)
- Theories of Personalities
- Introduction to Clinical Skills
- Perspectives on Learning
- Contemporary Schools
- Family Violence
- Geo-Cultural Studies
- Fundamentals of Community Mental Health
- Aging and Older Adulthood

EXPERIENCE

Brattleboro Union High School, Brattleboro, Vermont — Special Education Paraprofessional

August, 2021-June, 2022

- Support students socially and emotionally
- Advocate and collaborate with general education teachers
- Ensure student's success academically, emotionally, and socially

Vernon Free Library, Vernon, Vermont — Library Assistant

August, 2021-Present

- Assist patrons

SKILLS

Familiar with microsoft word and google docs format

Great organizational skills

Excellent time management

Excellent communication skills

- Process materials
- Assist at circulation desk
- Assist patrons with the computer systems
- Assist in training volunteers

Respite, Brattleboro, Vermont — Respite

March, 2022 - Present

- Support assigned client with any activities
- Make sure positive behaviors are maintained
- Supporting client with social skills

College Steps Program, Northern Vermont University - Johnson — Peer Mentor

January 2019 - May 2021

- Recommend coping mechanisms, and offer guidance to individuals dealing with intense problems
- Talk with individuals, sharing positive life experiences to encourage improved self-esteem and boost socialization
- Keep all information confidential except in cases pertaining to abuse, neglect, or threats
- Assist with the development of daily living, communication, academic, and social skills
- Apply exceptional skills in communication and conflict-resolution to improve decision-making process
- Increase social and organizational skills through special events and instructional opportunities
- Meet with supervisor weekly to discuss assigned students and their progress

Lamoille County Mental Health Services, Lamoille County, VT — Respite

September 2019 - January 2020

- Assisted assigned client with daily routine when caregiver was out
- Made sure positive behaviors were maintained
- Assist with all self help care as assigned

Special Olympics, Western Massachusetts — Volunteer

January-February 2017

- Assisted athletes with developmental disabilities
- Trained and prepare for Olympic events
- Provided support and encouragement

**Gardner Visiting Nurse Association Adult Day Health,
Greenfield, MA — *Volunteer***

Spring of 2018 - Fall 2020

- The program serves individuals with Alzheimer's, Dementia, Physical Disabilities, and Developmental Disabilities
- Assist program participants with therapeutic activities
- Provide 1:1 assistance during activities

WendyB-Montague Selectboard

From: Caitlin Kelley - Montague Library Director
Sent: Wednesday, August 31, 2022 11:59 AM
To: WendyB-Montague Selectboard
Subject: For Selectboard appointment of Lillian Moss

Hi Wendy,

Here's some language for the selectboard meeting:

The Library Trustees voted on Monday, August 29th to appoint Turners Falls resident, Lillian Moss, to the Library Trustee seat vacated by Liz Swihart. Lillian will serve the remainder of Liz's term, which will conclude on May 16th, 2023.

I hope that works!

Thanks!
Caitlin

Caitlin Kelley
Library Director
Montague Public Libraries
librarydirector@montague-ma.gov
413 863-3214



Department of Veteran Services
 294 Main Street • Greenfield, MA 01301
 Phone 413-772-1571 • Fax 413-772-1401
www.greenfield-ma.gov

Timothy Niejadlik, Director
 Laura Thorne, Assistant
 Christopher Demars, Deputy Director
 Brian Brooks, VSO

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

Veteran Resource and Referral Center located in Greenfield, satellite locations throughout the district

May 4, 2022

Member Towns

- Ashfield
- Bernardston
- Buckland
- Charlemont
- Colrain
- Conway
- Deerfield
- Erving
- Gill
- Greenfield
- Hawley
- Heath
- Leverett
- Leyden
- Monroe
- Montague
- New Salem
- Northfield
- Plainfield
- Rowe
- Shelburne
- Shutesbury
- Sunderland
- Warwick
- Wendell
- Whately

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

Dear Montague Select Board,

I have enclosed our Advisory Board appointment form for naming and tracking your town's representative to the district advisory board. Please complete the form either confirming or appointing both your primary and your alternate member and fax or email back to me at laura.thorne@greenfield-ma.gov by July 1, 2022.

If you have any questions please feel free to contact us at the telephone number shown above.

Regards,



Laura Thorne
 Veterans' Services Assistant



Department of Veteran Services
 294 Main Street • Greenfield, MA 01301
 Phone 413-772-1571 • Fax 413-772-1401
www.greenfield-ma.gov

Timothy Niejadlik, Director
Laura Thorne, Assistant
Christopher Demars, Deputy Director
Brian Brooks, VSO

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

Veteran Resource and Referral Center located in Greenfield, satellite locations throughout the district

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- Northfield
- Plainfield
- Rowe
- Shelburne
- Shutesbury
- Sunderland
- Warwick
- Wendell
- Whately

Appointment of a Representative to the Upper Pioneer Valley Veterans' Services District Advisory Board

Please indicate below the person appointed by the governing board in your town/city to act as your municipality's representative to the Upper Pioneer Valley Veterans' Services District Advisory Board. Please include below the **name; home and e-mail addresses; and home, work, and cell phone numbers** of the person who will represent your town/city on the Advisory Board.

Name of Representative

Address

Home Phone: _____ **Work Phone** _____ **Cell Phone** _____

Rep's Email Address:

This letter will remain on file at the District office as record of an official appointment of the above representative to the Advisory Board.

Please return this form to our office as soon as possible so that we may complete and update our records for the new fiscal year.

Please email the form to Laura.Thorne@greenfield-ma.gov, or fax it to 413-772-1401.

Thank you for your prompt attention to this matter.



Department of Veteran Services
 294 Main Street • Greenfield, MA 01301
 Phone 413-772-1571 • Fax 413-772-1401
www.greenfield-ma.gov

Timothy Niejadlik, Director
Laura Thorne, Assistant
Christopher Demars, VSO
Brian Brooks, VSO

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

Veteran Resource and Referral Center located in Greenfield, satellite locations throughout the district

Member Towns

Ashfield
Bernardston
Buckland
Charlemont
Colrain
Conway
Deerfield
Erving
Gill
Greenfield
Hawley
Heath
Leverett
Leyden
Monroe
Montague
New Salem
Northfield
Plainfield
Rowe
Shelburne
Shutesbury
Sunderland
Warwick
Wendell
Whately

Duties of the Officers

Chair: The chair shall convene regularly scheduled board meetings, preside or arrange for other members of the executive committee to preside at each meeting in the following order: vice-chair, and secretary. Additional duties are listed below.

- Oversee board meetings.
- Work in partnership with the director of the UPVVSD to make sure board resolutions are carried out.
- Call special meetings as necessary.
- Assist the UPVVSD director in preparing agenda for board meetings.
- Assist the UPVVSD in conducting new board member orientation.
- Coordinate director's annual performance evaluation.
- Work with member communities to recruit new board members when needed.
- Act as an alternate spokesperson for the UPVVSD.

Vice Chair: The vice chair shall chair committees on special subjects as designated by the board. Other duties are as follows.

- Attend all board meetings.
- Carry out special assignments as requested by the board chair.
- Understand the responsibilities of the board chair and be able to perform these duties in the chair's absence.
- Participate as a vital part of the board leadership.

Secretary: The secretary shall be responsible for keeping records of board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each board member, and assuring that corporate records are maintained. These duties will be assisted with the help of the UPVVSD staff. Other duties performed by the secretary include the following:

- Attend all board meetings.
- Maintain all board records and ensure their accuracy and safety.
- Review board minutes.
- Assume responsibilities of the chair in the absence of the board chair, and vice chair.



UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

Veteran Resource and Referral Center located in Greenfield, satellite locations throughout the district

Upper Pioneer Valley Veterans' Services District Advisory Board Operating Procedures

Member Towns

- Ashfield*
- Bernardston*
- Buckland*
- Charlemont*
- Colrain*
- Conway*
- Deerfield*
- Erving*
- Gill*
- Greenfield*
- Hawley*
- Heath*
- Leverett*
- Leyden*
- Monroe*
- Montague*
- New Salem*
- Northfield*
- Plainfield*
- Rowe*
- Shelburne*
- Shutesbury*
- Sunderland*
- Warwick*
- Wendell*
- Whately*

Article I: Purpose and Duties

The Upper Pioneer Valley Veterans' Services District Advisory Board serves to provide input, advice and review of the Upper Pioneer Valley Veterans' Services District (UPVVSD). The Board members' duties include:

- Meet at least two times per year
- Help staff develop short-term and long-term goals regarding veterans services in the district
- Participate in district employee hiring processes
- Review and confirm assessment formulas and amounts on an annual basis
- Review and endorse UPVVSD policies and recommended policies.
- Review, debate, and endorse an annual budget prior to assessments being issued to member communities
 - Review and act on reports from UPVVSD staff
 - Provide input as to performance of UPVVSD staff
 - Review and advise on potential grant applications
 - Bring concerns from member communities to UPVVSD staff
 - Update member communities' Select Board or Mayor on UPVVSD budget and activities twice a year and report back to UPVVSD staff with any issues or concerns

Article II: Membership

Membership will consist of a representative and an alternate from each member community, appointed by the Select Board or Mayor. Members are encouraged to be veterans, but this is not required.

If a member resigns or is changed by the member community, notice must be submitted in writing to the UPVVSD Director at the earliest possible convenience.

Article III: Officers

Section 1 Officers shall consist of a Chairman, Vice Chairman, and a Secretary. The chair shall preside at all meetings of the board, and consult with the UPVVSD staff on setting the agenda.

Section 2 Officers will be elected by nomination and vote of the Advisory Board.

Section 3 Term of office will be for a period of one (1) year, with elections to take place during the first meeting of the fiscal year.

Section 4 In the event of a vacancy for Chair, the Board shall fill the vacancy by election at the next regular meeting.

Section 5 Chair shall have the right to vote and to debate questions the same as any other member

Section 6 Chair shall have the right to review and advise staff on grant applications and make any other time-sensitive decisions between meetings, as long as the decision is brought to the next Board meeting.

Article IV: Meetings

Regular meetings of the Board shall take place on a schedule determined by the Board, with times set at the beginning of each fiscal year. Special meetings may be called as needed. For a board meeting, a quorum shall be a minimum of nine (9) members present provided meetings have been legally posted in accordance with Massachusetts Open Meeting laws.

Article V: Voting

Each member community shall have one vote. Every member shall have an equal voice in determining policies and priorities and in voting on issues that come before the Board.

Article VI: Financial Decisions

Each member community has an equal vote regarding financial reviews and decisions.

Article VII: Procedural Rules

The UPVVSD Advisory Board is subject to the Massachusetts Open Meeting Law. The rules contained in "Roberts Rules of Order, latest revised edition" shall govern in all cases to which they are not inconsistent with federal and state law and/or guidelines and these bylaws.

Article VIII: Amendments

These operating procedures may be amended at any regular meeting at which a quorum is confirmed, by majority vote of the members present. All proposed amendments must be presented to membership, in writing, at least 30 days prior to the vote.

Adopted: 5/20/2015

Name: Hiring Committee: Town Planner and Conservation Agent

MONTAGUE APPOINTED OFFICIAL

NAMES: Jen Audley, Mark Fairbrother, Bill Ketchen, Suzanne LoManto, Walter Ramsey, Ron Sicard, Francia Wisniewski

DATE: 9/12/2022

COMMITTEE: Town Planner and Conservation Agent Hiring Committee

TERM: Until position filled

TERM EXPIRATION: _____

SELECTBOARD, TOWN OF MONTAGUE **TERM STARTS:** 09/13/22

Jen Audley, Mark Fairbrother, Bill Ketchen, Suzanne LoManto, Walter Ramsey, Ron Sicard, Francia Wisniewski each personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Town Planner and Conservation Agent Hiring Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Econ. Dev. MMARS Department Code: EED	
Legal Address: (W-9, W-4): One Avenue A, Turners Falls, MA 01376		Business Mailing Address: 1 Ashburton Place, Boston, MA 02108	
Contract Manager: Walter Ramsey	Phone: 413-863-3200x112	Billing Address (if different):	
E-Mail: Planner@montague-ma.gov	Fax:	Contract Manager: Jong Wai Tommee	Phone: 617-686-1328
Contractor Vendor Code: VC6000191893		E-Mail: jong.wai.tommee@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_0001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 19MWIPMONTAGUECANALD	
		RFR/Procurement or Other ID Number: MWIP-2019	
___ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u>X</u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30</u> , 2023. Enter Amendment Amount: \$ <u>no change</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>2,933,000</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The reason for this Contract Amendment is to accommodate a change(s) to the identified project previously awarded/contracted through the MassWorks Infrastructure Program (pursuant to Plan Item D001 in the Mass. Capital Investment Plan). This Amendment shall serve to extend the expiry date and/or to incorporate revisions to the project scope, timeline, and/or budget, as outlined in the attached Addendum document, which may include replacement of the Attachment A – Additional Terms and Conditions document in its entirety.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Richard Kuklewicz</u> Print Title: <u>Selectboard Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Mike Kennealy or Designee</u> Print Title: <u>Secretary of Housing and Economic Development</u>	

**EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT
MassWorks Infrastructure Program**

**ADDENDUM #4 to
Attachment A - Additional Terms and Conditions**

This Addendum modifies and amends certain terms of that certain Grant Agreement, as identified, made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (“EOHED”), and the **Town of Montague** (“Public Entity”), dated November 15, 2019 (the “Original Agreement”).

Contract Summary Information			
Contract ID:	19MWIPMONTAGUECANALD	Original Contract Expiry:	June 30, 2022
Project Name:	Turners Falls Canal District Gateway Improvement	Revised Contract Expiry:	June 30, 2023
Maximum Obligation:	\$2,933,000	Change (+/-) to Max. Obligation, if any:	N/A

Upon execution of a new Standard Contract Form with Amendment information and this document attached, the modifications and/or amendments selected and described below, which may include extension of the contract expiry date, will be incorporated into the Original Agreement.

Replacement of entire Attachment A

Reference: Attachment A - Additional Terms and Conditions

The Attachment A document in the Original Agreement is hereby deleted and replaced in its entirety with the REVISED Attachment A – Additional Terms and Conditions, attached hereto.

EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT

MassWorks Infrastructure Program

ATTACHMENT A

Additional Terms and Conditions

ARTICLE I – Grant Agreement

A Grant Agreement (Agreement) is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (EOHED), and the Town of Montague (Public Entity), jointly referred to as “The Parties”, based on the application submitted by Public Entity (incorporated herein as Attachment B). The following documents, collectively, are referred to as the “Contract”:

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Contractor Authorized Signatory Forms
3. Attachment A, Additional Terms and Conditions (*this document*)
4. Attachment B, RFR Response / Grant Application and Site Plan

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of a MassWorks Infrastructure Project (Project), based on an application submitted on: August 9, 2019. The entire Contract package sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE II – Definitions (*The following terms shall have the respective meanings ascribed to them.*)

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Contract Manager**” shall mean the staff member assigned to manage/oversee the Contract.

“**Director**” shall mean the Assistant Secretary or designee that manages/supervises the MassWorks Program.

“**Grant Application**” shall mean the application submitted in response to the RFR by the Public Entity to the MassWorks Program, including a Site Plan, and appended as Attachment B to the Contract.

“**Grant Funds**” shall mean funds disbursed by EOHED to the Public Entity pursuant to the Contract.

“**MassWorks Program**” shall mean the economic development grant program authorized by Section 63 of Chapter 23A of the Massachusetts General Laws, and further described in the MassWorks Infrastructure Program Guidelines promulgated annually by the Secretary, as such Guidelines may be modified or updated from time to time.

“**Monetary Penalties**” shall mean the full recoupment by EOHED of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“**Project**” shall have the meaning set forth by all of the components outlined in Article III.

“**Project Site**”, also referred to herein as the “Site”, shall mean the land and appurtenant easements, if any, identified in Section III.A hereof, described in the Grant Application, and shown on the Site Plan.

“**Scheduled Drawdown Dates**” shall mean the quarterly milestone dates identified in Article III, Section E by which EOHEd expects to disburse Grant Funds to reimburse the Public Entity for Project costs previously incurred.

“**Secretary**” shall mean the Massachusetts Secretariat of Housing and Economic Development.

“**Maximum Obligation**” shall mean the maximum amount of Grant Funds that the Public Entity is allowed to request/receive for performance under this contract.

ARTICLE III – Project Scope and Budget

Project Name: Turners Falls Canal District Gateway Improvement

Maximum Obligation of this Contract: **\$2,933,000**

A. Description of the Project Site

The site consists of approximately A) 1,500 LF of roadway along Canal Street between the intersections with 3rd Street and 7th including reconfiguring of the 5th and Canal Intersection.

B. Project Description

Geometric and safety improvements are proposed south of the bridges at Canal Street and 5th Street intersection. The existing intersection will be corrected to create a new Canal Street alignment with 5th Street, which will define the roadway limits while enhancing safety to all users. New curbing, sidewalks, along with ADA accessible ramps and crosswalks are proposed. The existing, extremely poor condition 500-foot sidewalk on the north side of Canal Street is proposed to be reconstructed to connect the project area to downtown and the Canal Street Parking Lot (Massworks 2015). A new sidewalk is proposed on the south side of Canal Street that will provide access from the 5th Street intersection to the adjacent parking lots. A new 300-foot sidewalk connection will be constructed along the side of Canal Street extending to the existing sidewalk near J Street. The Canalside Rail Trail crossing at 5th and Canal Street will receive safety improvements by reconfiguring the approach and sightlines of the bike path crossing.

C. Project/Construction Timeline

MILESTONE	MONTH/YEAR
Design, Survey, and Engineering Complete	9/21
Bids Opened/Contract Awarded	11/21
Construction Started	2/22
Construction 50% Complete	5/22
Construction 100% Complete	9/22
Punch List	12/22

D. Project Budget:

SPENDING CATEGORY	Grant Funds
Pre-Construction (include design, surveying, engineering, permitting, and bidding, etc.)	\$232,600
Construction (itemize all earthwork and site work in the corresponding subcategories)	
Land Takings	\$0
Demolition/Remediation	\$0
Mobilization/Demobilization	\$60,000
Water/Sewer/Drainage (include pump stations)	\$363,000
Utility Relocation	\$200,000
Roadways (include paving, markings, signage, etc.)	\$280,000
Sidewalks/Curbing/Streetscapes (include guardrails, fencing, plantings, etc.)	\$767,400
Electrical/Lighting (street lights and traffic signals)	\$90,000
Bridges/Culverts	\$427,400
Other:	\$0
Contingency	\$293,000
Other Expenses	
Construction Administration / Project Management	\$180,000
Traffic Control / Public Safety Details	\$39,600
Totals	\$2,933,000

E. Funds Drawdown Schedule

Period (QE = "Quarter Ending")	Amount
QE 9/30/19	\$0
QE 12/31/19	\$0
QE 3/31/20	\$26,486.75
QE 6/30/20	\$48,513.25
FY20 Total	\$75,000
QE 9/30/20	\$12,958.52
QE 12/31/20	\$0
QE 3/31/21	\$50,052.80
QE 6/30/21	\$86,090.81
FY21 Total	\$149,102.13
QE 9/30/21	\$0
QE 12/31/21	\$0
QE 3/31/22	\$0
QE 6/30/22	\$649,933.99

FY22 Total	\$649,933.99
QE 9/30/22	\$2,058,963.88
QE 12/31/22	\$0
QE 3/31/23	\$0
QE 6/30/23	\$0
FY23 Total	\$2,058,963.88
Grand Total	\$2,933,000
Retainage (5%)	\$146,650

F. Description of the main leveraged private development, if applicable (include expected economic outcomes, such as number of new housing units and/or jobs).

36 Canal Road (Milton Hilton LLC) will redevelop a 146,000 SF mill building known as the former Southworth Paper Mill. Milton Hilton has committed to upgrade internal and external utility infrastructure and invest up to 4 million dollars into the property for tenant build out, including re-establishment of a hydro generation turbine. The business that will lease the building will invest up to 20 million dollars for tenant improvements and fit up to operate their business. The tenant will create approximately 150 new jobs.

42 Canal Road will upgrade and connect to town water and sewer line that is proposed through this grant. Currently the building is on septic and cannot be developed any further until a sewer connection is established. Upon receiving connection into the public infrastructure plans will be set into motion to begin redevelopment of this property to a cider and an event restaurant space in the rear mill (44 Canal) and continued retail in the front (42 Canal). The redeveloped rear mill will host events for up to 500 people and a cidery with tap room to accommodate 90 patrons. The owner of the property has committed to investing over 1 million dollars and creating at least 20 new jobs. The town has partnered with River Child LLC to obtain special legislation for a liquor license for the planned even space. A pedestrian connection across the canal to downtown and public parking is a critical for that business plan.

ARTICLE IV – Grant Administration

A. Project Management.

The Director shall oversee the MassWorks Program on behalf of the Secretary.

B. Use and Disbursement of Grant Funds.

EOHED shall disburse Grant Funds to the Public Entity solely to reimburse the Public Entity for reasonable expenses incurred in connection with the design or construction of the Project, in an aggregate amount not to exceed the Maximum Obligation. EOHED shall use best efforts to disburse Grant Funds within forty-five (45) days after receipt of a reimbursement request and invoices therefor from the Public Entity. All disbursements of Grant Funds shall be subject to the following terms and conditions:

1. Invoices for actual expenses shall be submitted for reimbursement on a monthly basis as costs are incurred, and by the 15th of the month following the period of performance. Reimbursement shall be only for work completed and/or items purchased, as approved by this Contract. The Contract Manager may disallow ineligible expenses and/or otherwise withhold approval of invoice reimbursement request due to insufficient and/or incorrect information. The Contract Manager will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Director, the Public Entity may deviate from or suspend the Reimbursement Schedule.

2. To maintain the integrity of the MassWorks Program's capital budget, Grant Funds scheduled to be spent within a particular fiscal year (ending on June 30) must be posted in the state's accounting system and disbursed no later than August 31 each year. In no event will EOHED be able to provide reimbursement for any expenses in the fiscal year, after this date. In order to allow enough time for processing and for meeting the deadline, all final reimbursement requests for the fiscal year must be submitted to the Contract Manager, as soon after the close of the fiscal year as possible, but not later than July 31. Requests that are submitted after this date will require a detailed justification for the delay and be subject to additional review and approval by the Director. EOHED reserves the right to reject late invoices. It is the responsibility of the Public Entity to meet deadlines and ensure that all applicable requests are submitted in the corresponding fiscal year. EOHED will not accept or be obliged to consider requests seeking reimbursement for expenses from any previously closed fiscal year.
3. EOHED will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete, and by submitting a completed project closeout form pursuant to Article V, Section D. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.

C. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.
2. No Obligation to Increase Budget. EOHED has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.
3. No Arbitrage. For funds that are received on a cost reimbursement basis, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest-bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.
4. Drawdown Deadlines. The Project expenses shall be incurred, and reimbursements shall be requested, on a timeframe that permits Grant Funds to be disbursed in accordance with the Scheduled Drawdown Dates set forth in Article III. **Failure by the Public Entity to request reimbursement for the full amount of an expected Scheduled Drawdown Date that corresponds with the end of a fiscal year (June 30) may be deemed a material breach of this Agreement authorizing EOHED to exercise rights and remedies set forth in Article VI, including without limitation the revocation of the Grant.**
5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article III. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.
6. Remaining Balance. In no event shall EOHED be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon

completion of the Project, if any, may not be claimed by the Public Entity.

7. Other Conditions. [Project-specific conditions, if applicable.] N/A

ARTICLE V – Obligations of the Public Entity

A. Obligations of the Public Entity

This Agreement shall in no way relieve the Public Entity from the full force and application of any laws, rules, regulations and orders or requirements. In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Timely commence the Project, and diligently pursue the Project to completion, in accordance with the construction schedule set out in Article III.C.
2. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.
3. Submit regular and complete requests for reimbursement, on a form provided by EOHED that includes supporting invoices and documentation, pursuant to Article IV.B.
4. Submit timely and complete quarterly reports, on a form provided by EOHED that includes updates and/or changes to the Project.
5. Submit timely and complete reimbursement requests, with appropriate supporting documentation, in accordance with all Scheduled Drawdown Dates.
6. Cooperate fully and promptly with any other request for information that the Secretary or the Director may make.
7. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
8. Ensure that construction begins on this Project in accordance with Article III.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.1 above, the Public Entity shall comply, and ensure that its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
3. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law; or (b) a government suspension or

debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed “serious or willful.”

4. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage

If signage is to be erected at or near the Project Site identifying the Project, such signage shall include acknowledgement of grant support from the Commonwealth of Massachusetts and/or the MassWorks Program. The Public Entity may contact the Contract Manager for message suggestions, to review draft signage, and/or to request digital copies of the Commonwealth Seal and/or Masswork logo.

D. Project Closeout

Upon completion of the Project, the Public Entity shall submit its final request for reimbursement along with a completed closeout form, as provided by EOHEd, and photograph(s) of the work completed with the Grant Funds. Further, the closeout form shall certify that the scope of work outlined in this contract has been successfully completed and confirm that the Public Entity does not have any other expenses that it expects to be reimbursed from this grant. .

ARTICLE VI – Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his/her sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHEd.

The Secretary’s rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHEd to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

It shall be a material breach of this Agreement if the Public Entity does not commence construction of the Project by the commencement date set forth in the construction schedule set forth in Article III.C, or if the Public Entity does not diligently pursue the Project to completion in accordance with said construction

schedule. If the Secretary determines, in his/her sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

C. Post-Completion Maintenance and Operation; No Transfer

Upon completion of the Project, the Public Entity shall maintain and operate the Project infrastructure, and for a period of thirty (30) years following the date of this Grant Agreement, the Public Entity shall not sell, convey, lease or otherwise transfer the ownership or control of the Project infrastructure except with the prior written approval of EOHED, which approval EOHED may grant, condition or deny in its sole discretion. The Secretary, in his/her sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or any portion thereof in violation of this section VI.C. This section VI.C shall survive the expiration or earlier termination of this Grant Agreement.

D. Completion of the Project After Termination

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHED any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro-formas and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHED shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Director with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the MassWorks Infrastructure Program.

ARTICLE VII – Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered in person or when delivered by any other appropriate method evidencing actual receipt, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHED: **MassWorks Infrastructure Program
Executive Office of Housing and Economic Development
One Ashburton Place, Suite 2101
Boston, MA 02108
Fax: (617) 788-3605**

To Public Entity: **Town of Montague
Attn: Walter Ramsey
One Avenue A
Turners Falls, MA 01376**

ARTICLE VIII – Miscellaneous

A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Director in the form provided by EOHED. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.
2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.
3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.
4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.
5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

#

Community Development Discretionary Account

Transfer Request

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

Authorization to transfer \$3,000

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

to CD Shea Theater Maintenance (225-5-184-5240)

Request Date: September 12, 2022

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$36,947.64

CD Shea Theater Maintenance: \$266.06

Balances post transfer

CD Discretionary Unallocated: \$33,947.64

CD Shea Theater Maintenance: \$ 3,266.06

From: [Ken McCance](#)
To: [StevenE - Montague Town Administrator](#); [Russell Kaubris](#); [Joanne Blier](#)
Subject: Town of Montague natural gas aggregation project
Date: Tuesday, August 30, 2022 5:17:34 PM
Attachments: [Outlook-1483985453.png](#)

Hi Folks,

Last evening the Select Board decided to wait to renew their n-gas contract until the therm rate got back down to \$.65/therm. When/if it does, the Town intends on signing a 12 month contract. This will sync up the expiration dates of all three of your gas supply contracts (ending 3/31/24).

Today I sent in all the LOA's and gas bills that were sent to me to my Ops department to forward to Direct Energy for an aggregation quote similar to what I got from Sprague (which was forwarded to each of you). I expect to have DE's quote and a refresh from Sprague on 9/12/22 for the evening S.Board meeting. I need to get buy in from the schools before I present this to the Board, so I will email each of you (Russ and Joanne) to make sure I have it as soon as I have the quotes. The Town will only be able to enter into a 2 year contract, since added to the 12 month I expect to be signed, will max their authority (3 yrs) to sign future contracts. It is critical to the aggregation process that authorized signatories are around on the following Tuesday to sign their respective contracts, if it approved by all parties. I have to submit them all at the same time to make the aggregate rate work. The deadline to submit them to the supplier will be 2:30 to 3 PM, depending on the supplier, which will only give us a few hours to make it work. (The rate has to be refreshed for Tuesday, and contracts drawn up for signing, delivered and distributed to the parties for signing, and returned to me to be submitted for booking...it will feel like I am rushing you... I have no control over the deadlines).

Nothing to do now until Monday (9/12/22). Please plan if you can on being available on Tuesday about 11-1:30 PM for signing. Thank you in advance for trying to see if this works for everyone. I know for the big picture it should work out better for the Town.

Regards,



**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
OCTOBER 13, 2022**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Thursday, October 13, 2022, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$XXXXXX, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the New England Police Benevolent Association for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 2. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$XXXXXX, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the United Electrical, Radio and Machine Workers of America, Local 274 for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 3. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$XXXXXX, or any other amount, for the purpose of funding the implementation of a collective bargaining agreement with the National Association of Government Employees for Fiscal Year 2023, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 4. To see if the Town will vote to amend the vote taken pursuant to Article 7 of the May 7, 2022 Annual Town Meeting by increasing the annual salary of the Treasurer/Tax Collector to \$XXXXXX and increasing the annual salary of the Town Clerk to \$XXXXXX, or to pass any vote or votes in relation thereto.

**SCHEDULE I
Elected Officials**

<u>TITLE</u>	FY23 CURRENT	FY23 REQUESTED
TREASURER/COLLECTOR	72,824*	
*Grade G -old Step 9		
**Grade G – new Step 8		
 TOWN CLERK	 76,139***	
***Grade G – old Step 11		
****Grade G - new Step 10		
	(Selectboard Request)	

ARTICLE 5. To see if the Town will vote to amend the vote taken pursuant to Article 8 of the May 7, 2022 Annual Town Meeting by changing the wage ranges for the following Non-Union employees as shown, or to pass any vote or votes in relation thereto.

**SCHEDULE II
Appointed Officials**

	<u>Grade</u>	<u>Current FY2023</u>		<u>Requested FY2023</u>	
		Start	End	Start	End
<u>SALARIED</u>					
TOWN ADMINISTRATOR	J	95,616	117,673		
ASSISTANT TOWN ADM	I	86,924	106,976		
TOWN ACCOUNTANT	G	62,170	76,139		
CHIEF OF POLICE	I	86,924	106,976		
DPW SUPERINTENDENT	H	79,000	97,250		
DIRECTOR OF HEALTH	G	62,170	76,139		
LIBRARY DIRECTOR	G	62,170	76,139		
MCWF SUPERINTENDENT	H	79,000	97,250		
<u>HOURLY</u>					
EXECUTIVE ASSISTANT	E	23.11	28.44		
POLICE LIEUTENANT	G+8.5%	37.85	41.99		
POLICE CUSTODIAN	A	15.49	19.06		

Informational Only: Fiscal Year 2022 budgeted wages

TOWN ADMINISTRATOR	DPW SUPERINTENDENT
ASSISTANT TOWN ADM	DIRECTOR OF HEALTH
TOWN ACCOUNTANT	LIBRARY DIRECTOR
CHIEF OF POLICE*	MCWF SUPERINTENDENT
POLICE LIEUTENANT	POLICE CUSTODIAN
EXECUTIVE ASSISTANT	

*includes add'l 20% educational incentive pay for Police Chief

ARTICLE 6. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$XXXXX, or any other amount, for the purpose of funding a Wage Adjustment for the pay schedule for elected officials shown on Schedule I for Fiscal Year 2023 as set forth under Article 4 of this warrant and non-union employees shown on Schedule II for Fiscal Year 2023 as set forth under Article 5 of this Warrant, with increases to be paid retroactively to July 1, 2022, or to pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 7. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 8. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$3,684, or any other amount, for the purpose of paying prior year bills of the Clean Water Facility operating budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,432, or any other amount, for the purpose of increasing the Sealer of Weights FY2023 budget, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 10. To see if the Town will vote to establish a special purpose Opioid Settlement Stabilization Fund in accordance with MGL Chapter 40 Section 5B and further to see if the Town will vote to accept the provisions of the fourth paragraph of MGL Chapter 40 Section 5B and pursuant to such acceptance to dedicate all or a percentage, which may not be less than 25 percent, of the opioid settlement revenues to said Opioid Settlement Stabilization Fund, effective for the fiscal year beginning July 1, 2023, or to pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$22,000, or any other amount, for the purpose of designing and constructing the replacement of the Colle Building roof and any related improvements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 12. To see if the Town will vote to amend Section 6 of Article II of the Town of Montague General Bylaws, pursuant to the Capital Improvements Committee, with the deletions as shown in ~~strikeout~~ and additions shown **bold** below or pass any vote or votes in relation thereto.

Section 6: Capital Improvements Committee: There shall be a Capital Improvements Committee consisting of ~~one member appointed by and from the Planning Board, and four additional~~ **five** members to be appointed by the Moderator for a term of one year each, with powers and duties to include (a) to conduct an annual review of the capital improvements program of the Town as well as proposals for the construction of municipal buildings and acquisition of property, (b) to make recommendations to the Town Meeting regarding the above, and (c) to prepare an annual report. **The terms of the existing members of the Capital Improvements Committee shall terminate on June 30, 2023 and the Moderator shall appoint five individuals to fill those positions for one year terms beginning on July 1, 2023.**

(Capital Improvements Committee Request)

ARTICLE 13. To see if the Town will vote to rescind the vote taken pursuant to article #9 of the December 16, 2008 Town Meeting, which accepted the provisions of Chapter 653 of the Acts of 1989. Said Chapter 653, which was codified as Massachusetts General Law, Chapter 59, Section 2A, allowed new growth from Jan 2nd to June 30th to be deemed part of real property as of January 1st or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 14. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$**60,000**, or any other amount, for the purpose of designing, constructing, and installing improvements to floors in the Hillcrest Elementary School and any related improvements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(GMRSD Request)

ARTICLE 15. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$22,100, or any other amount, for the purpose of increasing the FY2023 budgets for the following departments to accommodate expected increases in electricity costs, or pass any vote or votes in relation thereto.

190 Public Building Utilities	18,000
610 Libraries	4,000
693 Memorials	100

(Selectboard Request)

ARTICLE 16. To see if the Town will vote to reduce the FY2023 MEDIC Budget by \$3,077, or any other amount, (the pro-rated amount of the unused MEDIC stipend) or pass any vote or votes in relation thereto.

(Selectboard Request)

Given under our hands this 26th day of September in the Year of Our Lord Two Thousand and Twenty-Two.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Matthew Lord

Christopher M. Boutwell, Sr.

Franklin, ss Montague, MA September , 2022

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least fourteen days before said meeting as within directed.

Constable of Montague

GENERAL BID RESULTS**12a****Town of Montague****Town Hall Roof Replacement [BDO #5856]****Estimated cost: \$120,000.00****GENERAL BID RESULTS - 2022-09-01 14:00:00**

Bidder Name / Address	Base Bid	Alternates
JD&D Construction 114 Upper Gore Rd. Webster, MA 01570	\$89,000.00	#1. \$21000
Capeway Roofing Systems, Inc. 664 Sanford Road Westport, MA 02790	\$129,000.00	#1. \$58500
cape cod builders inc 14 bosuns lane bourne, MA 02532	\$129,000.00	#1. \$12000
K & G Remodeling INC. 2 MARCY LN North Grosvenordale, CT 06255	\$136,250.00	#1. \$1000
JJS Universal Construction Company 63 Airport Road Dudley, MA 01571	\$150,000.00	#1. \$40000
J.D. Rivet & Co.,Inc. 2257 Main Street Springfield, MA 01107	\$231,650.00	#1. \$31300

Section 00 52 00
AWARDING AUTHORITY/CONTRACTOR AGREEMENT

This agreement made the 12th day of September 2022 by and between the **TOWN OF MONTAGUE** Hereinafter called the "Awarding Authority", and **JD&D Construction** hereinafter called the "Contractor".

Witnesseth, that the Awarding Authority and the Contractor, for the consideration hereinunder named, agrees as follows:

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for **TOWN HALL ROOF REPLACEMENT** referred to in the Contract Documents prepared by **HELENE-KARL ARCHITECTS, INC.** as and referred to as the "Prime Designer".

Article 2. Time of Completion: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within **60** calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 8 of the General Conditions of the Contract and/or a minimum of \$500/day.

Article 3. Contract Sum: The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of: One Hundred Ten Thousand Dollars **\$ 110,000.**

Article 4. The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, General and Supplemental Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Drawings, Addenda and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

Article 5. Alternates: The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: **Alternate No: 1.**

Article 6. REAP Certification: Pursuant to M.G.L. c.62(c), sec.49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Article 7. Validation: This Contract will not be valid until signed by the Authorized Signatory.

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

CONTRACTOR¹
JD&D Construction
114 Upper Gore Road
Webster, MA 01570

TOWN OF MONTAGUE
One Avenue A
Turners Falls, MA 01376t Name

By

By its Selectboard

Printed Name and Title

¹ If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

Approved as to Availability of Funds:

Town Accountant

\$ 110,000
Contract Sum



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs and Business Regulation
DIVISION OF STANDARDS

One Ashburton Place • Room 1115 • Boston, MA 02108
(617) 727-3480 • Fax (617) 727-5705
www.Mass.Gov/STANDARDS

MIKE KENNEALY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

EDWARD PALLESCHI
UNDERSECRETARY

JAMES P. CASSIDY, JR.
DIRECTOR

August 19, 2022

Sent Via Email and Regular Mail

Steven Ellis
Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Re: New Contract and Fee for Weights and Measures Services

Dear Mr. Ellis:

Many Massachusetts municipalities, including the Town of Montague (“Montague”), have chosen to contract with the Division of Standards (“Division”) to perform weights and measures functions pursuant to M.G.L. c. 98, § 35(a) (“Contracted Municipalities”). In most cases, these Contracted Municipalities signed one-page contracts with the Division many years ago, which have automatically renewed every year. The Division has not asked these Contracted Municipalities to execute new contracts nor has the Division changed the fee for its services in more than a decade.

Pursuant to M.G.L. c. 98, § 35(a)(2), on March 21, 2022, the Massachusetts Weights and Measures Standing Advisory Committee adopted a new fee structure for the Division’s performance of weights and measures functions for the Contracted Municipalities. Using the newly adopted hourly rate and estimates of the time it takes to perform each inspection type, the Division calculated each Contracted Municipalities’ new annual fee based on the number and type of inspections the Division performed in that Contracted Municipality in calendar year 2021.

The Division has also updated the contract it will use to provide these services to better describe the services the Division provides and to better define each parties' responsibilities. As a result, the Division will require each Contracted Municipality that wishes to continue contracting with the Division to execute a new contract. A copy of the new contract for the Town of Montague is attached hereto for your review.

As you may know, M.G.L. c. 98, § 56 authorizes municipalities to determine for themselves the fees the municipalities charge the owners of weights and measures devices subject to annual inspection and sealing. As a result, Montague can choose to recoup the full amount of the Division's new contract amount by setting its municipal device inspection fees accordingly. Contracted Municipalities may wish to begin the process now of adjusting their device inspection fees to reflect the new cost of contracting with the Division.

If Montague would like the Division to continue to provide weights and measures services, please execute the enclosed contract and return it to me no later than December 1, 2022. The new annual contract term will be January 1, 2023 through December 31, 2023.

We look forward to continuing to provide weights and measures services to Montague. Please let me know if you have any questions.

Respectfully,

James P. Cassidy, Jr.

James P. Cassidy, Jr.
Director

Massachusetts Division of Standards
1 Ashburton Place, Room 1115
Boston, MA 02108
617-727-3480
James.Cassidy@mass.gov

Cc: Select Board
Enc.

AGREEMENT
for
WEIGHTS AND MEASURES SERVICES

This Agreement is made this __ day of _____ 20__, by and between the Commonwealth of Massachusetts Division of Standards (the “Division”) and the Town of Montague, Massachusetts, a political subdivision of the Commonwealth of Massachusetts (“Municipality”).

WITNESSETH:

WHEREAS, M.G.L. c. 98, § 35(a) requires the Municipality to establish a comprehensive weights and measures enforcement system; and

WHEREAS, M.G.L. c. 98, § 35(a)(2) allows the Municipality to satisfy the obligations established pursuant to Section 35(a) by contracting with the Division for the enforcement of the laws pertaining to the sealing of weighing and measuring devices, the inspection of item and unit pricing laws, and the enforcement of other laws relative to weights and measures; and

WHEREAS, the Municipality has explored the options available to the Municipality by law to satisfy the obligations established pursuant to M.G.L. c. 98, Section 35(a) and has chosen to contract with the Division pursuant to Section 35(a)(2) to meet those obligations.

WHEREAS, the Division and the Municipality will work together to ensure the enforcement of the laws pertaining to the sealing of weighing and measuring devices, the inspection of item and unit pricing laws, and the enforcement of other laws relative to weights and measures in the Municipality.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

I. TERM

The Agreement shall have a term of one year (“Term”), with the initial Term commencing on January 1, 2023. The Agreement shall automatically renew as governed by Section VI of this Agreement.

II. SCOPE AND TIMING OF WORK

The Division shall furnish the Municipality with weights and measures services pursuant to M.G.L. c. 98, § 35(a)(2) during the Term, as follows:

1. The Division shall test and seal those commercial weighing and measuring devices located in the Municipality at the time the Division visits device owners whose devices, in the Division’s sole determination, are required by Massachusetts law to be tested and sealed.

2. The Division shall inspect those retail businesses operating in the Municipality which in the Division's sole determination are subject to the provisions of M.G.L. c. 98, § 56D for compliance with said Section 56D at least once every two years.
3. The Division shall inspect those retail businesses operating in the Municipality which in the Division's sole determination are subject to the provisions of M.G.L. c. 6, § 115A, M.G.L. c. 94, §§ 184A-184E, or M.G.L. c. 94, §§ 295A-295O for compliance with the unit pricing, item pricing, or price advertising requirements contained in those statutes.
4. The Division shall test and seal or inspect such other weights and measures devices located in, or businesses operating in, the Municipality which, in the Division's sole determination, must be so tested and sealed or inspected pursuant to Massachusetts law.
5. The Division shall investigate those consumer complaints against businesses operating in the Municipality that are received by the Division pursuant to Paragraph III and that, in the Division's sole determination, relate to weights and measures violations.
6. The Division shall have the sole authority to determine the timing of the performance of its responsibilities contained in Paragraph II.
6. The Division shall provide the Municipality with a summary of all businesses in the Municipality where the Division tested and certified devices or conducted inspections during the Term ("Inspections Summary"). The Division will also include in the Inspection Summary the number and class of devices tested.

III. MUNICIPALITY PERFORMANCE

The Municipality shall notify the Division when new businesses commence operating in the Municipality which the Municipality has reason to believe are subject to weights and measures testing and sealing or inspection, as described in Paragraph II. The Division shall not be responsible for the testing and sealing or inspection of any such new businesses unless and until the Municipality has provided the name and address of any such new business to the Division. The Municipality may notify the Division of any complaints the Municipality receives about potential weights and measures violations in the Municipality.

IV. CONTRACT AMOUNT AND PAYMENT

The Municipality herein agrees to pay the Division for providing the services contained in Paragraph II during the Term the amount of \$7,182.00. The Municipality agrees to remit payment in full of this amount to the Division no more than 30 days after the Municipality has received the invoice and Inspection Summary.

V. DEFAULT

The Municipality's failure to pay outstanding amounts due under this Agreement within thirty (30) days of receipt of the Division's invoice and Inspections Summary shall constitute a breach of the Agreement. Such a breach authorizes the Division, in its sole determination, to terminate the Agreement after providing at least thirty (30) days written notice of such breach and termination to the Municipality.

VI. RENEWAL, AND TERMINATION

The Agreement shall automatically renew unless either party notifies the other party no later than November 30 of the nonrenewing party's decision not to renew the Agreement. Either party may terminate the Agreement for any reason by providing at least sixty (60) days written notice to the other party.

VII. REPRESENTATIONS AND WARRANTIES

The Municipality has been fully authorized to execute this Agreement and no further action is required for the Municipality to perform its obligations hereunder. This Agreement has been duly executed by the undersigned on behalf of the parties and constitutes a valid and binding obligation of the parties. The undersigned executing this Agreement on behalf of the Municipality has the right, power, authority, and legal capacity to enter into this Agreement and to bind the Municipality thereby. The execution, delivery, and performance of this Agreement by the Municipality does not and will not violate, conflict with, or result in a breach of, or constitute a default under, any of the terms, conditions, or provisions of any statute, law, or regulation of any jurisdiction as such law or jurisdiction relates to the Municipality, or any judgement, order, injunction, decree or award of any court or arbitrator, administrative agency, or government or regulatory body against or binding upon the Municipality. There are no actions pending before any court or governmental authority or, to the Municipality's knowledge, any investigations pending or actions threatened, that question or challenge the validity of this Agreement or any action taken or to be taken by the Municipality in connection with the obligations undertaken pursuant to this Agreement. The Division makes no representations as to the correctness, sufficiency, or accuracy of any actions it performs or decides not to perform pursuant to the Agreement.

VIII. SEVERABILITY

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

IX. NOTICES

Any notices or communications related to this Agreement shall be in writing and sent by email and mail, concurrently,

if to the Division, to:

if to the Municipality, to:

Director
Division of Standards
One Ashburton Place
Room 1115
Boston, MA 02108
Standards.mail@mass.gov

X. INDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Division, and any employee or agent thereof (each of the foregoing being hereafter referred to individually as an "Indemnified Party"), against all liability, including any expenses and reasonable attorney fees, to the Municipality or to third parties (other than liability resulting primarily from the gross negligence of the Indemnified Party) arising from any action or inaction of the Division. The Municipality's obligation to indemnify any Indemnified Party will survive the expiration or termination of the Agreement by either party for any reason. The Division may, at its option, conduct the defense in any third-party action arising from the Agreement and the Municipality promises to fully cooperate with such defense.

XI. MISCELLANEOUS

This Agreement may not be assigned by the Municipality without the Division's prior written approval. If an assignment is authorized under this Agreement or applicable law, all terms and conditions shall be binding on the parties' successors and assigns. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by either party shall not constitute a waiver of any other provision or a waiver of the same provision at any other time. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement under seal as of the day and year first above written.

DIVISION OF STANDARDS

TOWN OF MONTAGUE

BY: _____
Director James P. Cassidy. Jr

BY: _____
Name:

Title: _____