

MONTAGUE SELECTBOARD Meeting
1 Avenue A, 2nd Floor Meeting Room, Turners Falls, MA and VIA ZOOM
Monday, December 5, 2022

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/87202777652>

Meeting ID: 872 0277 7652 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of November 1, 7, 14, 21 and 28 2022 (if available)
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 Tom Bergeron, DPW Superintendent
 - DPW Reserve Fund Transfer Request for Town Hall Boilers, \$40,000
 - Sandy Lane Paving Status
5. 6:40 Personnel Board
 - Appoint Maureen Pollock, Planner & Conservation Agent, NAGE Grade G, Step 8, 35 hrs, effective January 3, 2023
 - Discuss Town Administrators contract and evaluation process
6. 6:50 Rustic Romance, 26 East Main St. Millers Falls
 - 1 Day Beer & Wine License, Sip N' Shop, February 10, 2023
7. 6:55 Mark Wisnewiski, Rendezvous
 - Request to stay open until 2:00 AM on New Year's Eve
8. 7:00 Suzanne LoManto, Assistant Town Planner
 - Use of Public Property: Spinner Park, It's a Wonderful Night in Turners Falls, 12/9/22, 6:15 PM to 7:15 PM
9. 7:05 Community Development Block Grant (CDBG) Program Informational Meeting to discuss and solicit public input to the FY2022, 2023 Massachusetts CDBG application

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10. 7:35 Brian McHugh, Director, FCRHRA
- Authorize Payment #4 to Berkshire Design Group for Design Services on FY20 MONT CDBG Hillcrest Neighborhood Playground Design Project, \$774.90
 - Authorize Payment #4 to Berkshire Design Group for Construction Administration on FY21 MONT CDBG Avenue A Streetscape Phase III Continuation Project, \$836.00
11. 7:45 Rachel Stoler, FRCOG
- Presentation on Mass in Motion funding for Montague age-friendly work
 - Execute MOU with FRCOG for Mass in Motion Age Friendly Planning
12. 8:00 Wendy Bogusz, Executive Assistant
- Holiday Meeting Schedule
13. 8:05 Walter Ramsey, Assistant Town Administrator
- Execute grant timeline extension from 3/1/2023 to 3/1/2024 for the Montague City Road Flooding Relief Project. Mass Emergency Management Agency (MEMA) grant #PDMC 19-03
 - Topics not anticipated in the 48-hour posting
14. 8:15 Preparation for FY23 Tax Classification Hearing on December 7, 2022
15. 8:25 Town Administrator's Business
- Consider Intermunicipal agreement with Greenfield for Health Agent support
 - Hear interest in establishing hearing officer for building and fire code violations (stipend)
 - Topics not anticipated in the 48-hour posting

OTHER:

Next Meeting:

Selectboard, Wednesday, December 7, 2022 at 6:00 PM via ZOOM
Selectboard, Monday, December 12, 2022 at 6:30 PM via ZOOM

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment:** Selectboard Meeting Date: 12/05/22

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date 12/05/22

Authorized Signature: _____

General Information:

Full name of employee: Maureen C. Pollock Department: Planning
Title: Planner & Conservation Agent Effective date of hire: 01/03/23

New Hire:

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

Hours per Week: 35 Union: NAGE

Wages:

Union: NAGE

Wages: Grade G Step 8 Wage Rate: \$75,009 (annual/ ~~hourly~~)

Notes:

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

_____ Town Clerk

APPENDIX

TOWN OF MONTAGUE

PERFORMANCE APPRAISAL SYSTEM

GUIDELINES

I. *INTRODUCTION*

A. **WHAT IS PERFORMANCE APPRAISAL?**

Performance appraisal is a process of assessing a person's work performance against a set of pre-determined criteria and discussing that appraisal directly with the person at periodic intervals during the year. It is important that the appraisal focus on the individual's **actual performance on the job**, what the person does or does not do and how well it is done, not on personal characteristics or traits.

B. **WHY PERFORMANCE APPRAISAL?**

Numerous reasons exist for implementing a performance appraisal system. However, the Town of Montague has decided to focus on the following three primary purposes:

1. To ensure that both the employee and supervisor have a clear understanding of what it expected in terms of job performance, what standards or objectives are to be pursued and how they relate to the employee's particular job.
2. To encourage a dialogue between the two parties about the employee's overall performance pattern. The purpose of the dialogue is to allow for the direct recognition of achievements and strengths, as well as, the identification of areas needing improvement.

Performance Appraisal Review

3. To serve as a mechanism for discussing the employee's career growth potential and for planning professional development activities that advance his or her career goals. Appraisals may also be factored into other personnel decisions.

The performance appraisal process provides a system for the comprehensive and on-going communication of expectations and instruction, not simply the completion of a form.

Performance Appraisal Review

C. WHO EVALUATES WHOM?

Employees are appraised by their immediate supervisor. In those instances where an employee also answers to a Board of Directors, the Board will also be given an opportunity to have input into the evaluation. Generally, the immediate supervisor is the person responsible for most of the following:

- Assigning work to the employee and changing work assignments as needed.
- Reviewing the employee's work.
- Approving weekly time use for the employee.
- Handling employee complaints.
- Recommending discipline, if necessary.

In most cases, the immediate supervisor is a department or mid-level manager

D. HOW OFTEN SHOULD AN APPRAISAL TAKE PLACE?

Performance appraisal works best when it is an on-going process and when the supervisor frequently meets both formally and informally, with the employee to discuss progress from both perspectives. Regular informal communication is strongly recommended.

This system requires three formal sessions:

1. A meeting at the **beginning of the appraisal year** to review the evaluation criteria and to establish what is expected in terms performance.
2. A **mid-year review** to assess and measure progress for the first six months against the criteria established on the form.
3. An **annual review** to apprise the employee's overall performance for the full appraisal year and to discuss plans for any future **professional development** needs.

E. THE APPRAISAL CYCLE

The appraisal year would begin on July 1 and end on the following June 30th. The Mid-Year Review would take place on or before December 1st, and the annual review on or before June 1st.

F. HOW TO ENSURE FAIRNESS

As with any appraisal system, the potential exists for misuse or inconsistent application across departments. Among the problems that can develop are:

- Consistently harsh or lenient appraisals.
- The reluctance to rate either high or low, but to give all “accomplished” or “Met Expectations”.
- The “Halo effect”, if a person is seen as a “good employee” s/he is evaluated as “Exceeded Expectations” on every key performance factor whether it is justified or not.
- Allowing personal likes or dislikes to influence appraisals and overlooking the actual performance.

Because of these natural tendencies, the following checks and balances are built into the system.

1. Training and Orientation

All managers and employees will receive training to provide them with:

- A complete understanding of the performance appraisal process including its purpose, the evaluation criteria, the rating mechanism, and the procedures for implementing the system.
- Practice in applying the critical skills of evaluation, communication and coaching.

2. Oversight Role of the Administrator’s Office and Board of Selectmen

The Town Administrator will monitor the appraisal process to ensure that the appraisals are done in a timely manner and that appraisers adhere to the system’s guidelines. A major component of the oversight process will be a review of the supervisor’s ability to evaluate subordinates. This is included as a criteria in department head evaluations, including that of the Town Administrator, who is evaluated by the Board of Selectmen.

3. Second-Level Review

Following the establishment of the performance plan, the mid-year review, and the annual review, the process will be reviewed by an ad-hoc reviewing authority in order to ensure consistency and proper use of the system. The review committee will consist of three members, the first appointed by the Town Administrator, the second by a simple majority vote of Department heads, and the third member shall be selected by the first two. The second level review will take place **after** the performance plan has been established and after the appraisals have been completed by the supervisor. The reviewing authority will not alter any of the appraisals. However, the reviewing authority may point out inconsistencies, ask for more justification, or require additional meetings between the supervisor and the employee in order to clarify or re-assess certain objectives and/or performance factors.

4. Appeals Process

At the time of the annual review, an employee who feels that his or her appraisal is inaccurate may appeal that appraisal to the reviewing authority. The reviewing authority may, after thorough review, sustain or recommend a modification of the appraisal.

II. THE PROCESS

A. TOWN-WIDE GOALS

The performance appraisal process begins with the setting of town-wide goals by the Board of Selectmen. Annually in May, the Board of Selectmen shall formulate and adopt town-wide policy goals for the ensuing twelve month period. The Town Administrator shall submit his/her written recommendations in this regard to the Board of Selectmen; and the goals, once adopted by the board, shall be reduced to writing and provided to the Town Administrator. The ultimate responsibility for the development, finalization and communication of these statements lies with the appointing authority.

B. DEPARTMENT MISSION, GOAL AND OBJECTIVE SETTING

Town-wide goals establish the broad parameters within which departments define their missions, set departmental goals and objectives, and develop specific programs with budgets to move the departments or the town towards the goals it has set. Under the program-based budget that the Town of Montague has adopted, departments formulate their priority objectives when they develop and submit their budget proposals for the upcoming year.

The department head/administrator can work from the department's budget document to accomplish mission setting and strategic planning. Using the budget document to build on, the steps to be completed in this phase are:

- To finalize these statements, each year after the budgetary process has been completed.
- To communicate them within the department.

Department objectives should be reviewed and formalized as soon as possible after the new fiscal year has begun so that the department's employees can begin working toward their achievement.

C. PERFORMANCE PLANNING

A process of joint planning and communication among the management levels is required once the department's mission, goals and priority objectives have been established and communicated within the department. This process of joint planning is to ensure that each manager understands what he/she is expected to accomplish in the upcoming performance period, and communicates these expectations to staff. Different measures of performance are used in the evaluation of management and non-management personnel. These key differences are described below:

1. Performance measures for management personnel

The appraisal format for **management personnel** focuses on two aspects of performance.

- **Results** – specific measurable objectives the manager is committed to achieving (Priority performance objectives); and
- **How the person manages** – what skills or abilities he or she displays in pursuing those objectives (Key performance factors)

2. Priority Performance Objectives

At the beginning of each fiscal year, the manager and his or her supervising manager will negotiate a set of five objectives which represent the most important aspects of the manager's responsibilities for that year. Where possible, those objectives should be linked to town-wide goals formulated by the Board of Selectmen.

Objectives may be negotiated if changing conditions warrant a different outcome. It is also helpful to identify **conditional factors** that will influence the manager's ability to accomplish a particular objective, e.g. various kinds of support needed, official approvals, changes in priorities etc.

- **Types of Objectives**

Improvement objectives: are established when an existing condition or level of performance will not be desirable or acceptable in the future. For example:

To increase the return on the investment of town revenues from \$_____ to \$_____ during the next fiscal year.

Maintenance objectives: represent a commitment to stabilizing a desirable existing condition or level of performance. For example:

To maintain the same snow removal routes as last year, at the same level of quality, with a 2% increase in costs.

Innovative objectives: reflect a commitment to institute a new method or approach to the work effort. For example:

To develop and implement a more sophisticated, computerized financial management system by June 30, 2002

Professional Development objectives: represent a commitment to improving the manager's base of knowledge and skill, to become more expert in a critical area. For example:

To become fully knowledgeable and conversant in modern criminal investigation techniques, to a point where I can effectively instruct other officers (by May 15, 2002)

- **Criteria for Sound Objectives** – to be meaningful each objective needs to meet the following guidelines:

Begin with an action verb – a word that provides direction and signifies action or accomplishment. For example:

- To increase
- To reduce
- To maintain
- To install
- To develop and implement

Relate to a single key result – All objectives should specify **what** is to be accomplished, not how. But only one result should be sought; more than one will make it difficult to verify.

Include one or more measures of performance – These are usually indications of how much is to be accomplished (quantitative) or how well it is to be done (qualitative)

Be understandable – to those who will help in its achievement

Include a time frame – when the results will be achieved.

3. Key Performance Factors

In addition to targeting performance toward specific outcomes or results, it is also important to consider the manager's performance in key performance areas. For management personnel these key areas are:

- Communication
- Managing Personnel
- Financial Management
- Planning and Organizing
- Innovation

At the beginning of the appraisal process, the supervising manager and the manager should discuss performance expectations for each of the key performance factors.

4. Performance measures for non-management personnel

The appraisal format for **non-management personnel** focuses solely on the employee's performance in key performance areas. For non-management personnel the **key performance factors** are:

- Quality of Work
- Cooperation
- Dealing Effectively with the Public
- Dependability
- Job Knowledge; and
- Supervision (for supervisors only)

The supervisor and the employee should discuss performance expectations for each of the performance factors at the beginning of the appraisal cycle.

D. THE MID YEAR REVIEW

Approximately six months after establishing priority performance objectives and/or key performance factors, employees will meet with their supervisors to discuss progress on the attainment of objectives (managers only), renegotiating them if warranted, and in relation to key performance factors (all employees). The meeting should be a formal review meeting requiring both parties' complete attention, not something sandwiched between other meetings or responsibilities. The meeting is an opportunity to reinforce and commend good performance, acknowledge the level of progress in the attainment of priority performance objectives and key performance factors, and identify the need for improvement in specific areas.

E. ANNUAL REVIEW

The annual review meeting is the supervisor's final evaluation of the employee's overall performance during the appraisal year. The meeting should include:

- An appraisal of the degree of accomplishment of each priority performance objective (managers only), checking the appropriate box and making narrative comments about each objective.
- An appraisal of the employee's performance against each of the key performance factors (all employees), checking the appropriate box and including written comments about each factor.

F. PROFESSIONAL DEVELOPMENT PLAN

Professional development goals may be expressed in terms of responsibilities the employee aspires to assume both in the short term and the long term. The development strategies committed to should be aimed at promoting the growth necessary to prepare for these responsibilities.

The employee should take the initiative in proposing development strategies for professional growth. The supervisor should provide the guidance and coordination necessary to make the proposed plan work.

Development strategies can be planned to build capabilities in areas, which have not been stressed in the past, but will be needed in light of career goals. The development strategies could also serve to encourage the employee to further develop in areas of identified strength.

TOWN OF MONTAGUE
PERFORMANCE APPRAISAL SYSTEM
(FOR MANAGERS)

Name _____
Position _____
Appraisal year _____
Mid-Year _____ **Annual** _____

PERFORMANCE PLAN

PRIORITY PERFORMANCE OBJECTIVES

The manager and supervising manager will jointly develop a series of five priority objectives to be accomplished during the next 12 months. Care should be taken that each objective states what the manager plans to accomplish, identifies one or more performance measures to determine whether each objective is accomplished, and specifies the target date of completion. (Attach additional pages if necessary)

1.

2.

3.

4.

5.

KEY PERFORMANCE FACTORS

Whether a manager can accomplish the performance objectives depends in part on how effectively the manager performs the key managerial functions listed below. A mutual understanding should be reached on expectations in each of these areas. Any specific or important agreements on performance expectations should be recorded below.

Communication: _____

Managing Personnel: _____

Financial Management: _____

Planning and Organization: _____

Innovation: _____

Position	Signatures	Performance Plan
Manager		Date:
Supervising Manager		Date:
Reviewing Authority		Date:

MID YEAR REVIEW

In addition to informal discussions of progress, the manager and supervising manager should review the progress in meeting the priority performance objectives at least once during the twelve month period. The purpose of this discussion is to assess progress against objectives, identify obstacles, determine appropriate actions, and if necessary, revise objectives. This session will also be used to assess the key performance factors.

PRIORITY PERFORMANCE OBJECTIVES

1. Status: Ahead of Schedule ____ On Schedule ____ Behind Schedule ____
Action Steps: _____
2. Status: Ahead of Schedule ____ On Schedule ____ Behind Schedule ____
Action Steps: _____
3. Status: Ahead of Schedule ____ On Schedule ____ Behind Schedule ____
Action Steps: _____
4. Status: Ahead of Schedule ____ On Schedule ____ Behind Schedule ____
Action Steps: _____
5. Status: Ahead of Schedule ____ On Schedule ____ Behind Schedule ____
Action Steps: _____

KEY PERFORMANCE FACTORS

	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
Communications	_____	_____	_____
Managing Personnel	_____	_____	_____
Financial Management	_____	_____	_____
Planning & Organizing	_____	_____	_____
Innovation	_____	_____	_____

Comments: _____

Corrective Action or Support Needed: _____

Position	Signatures	Mid-Year Review
Manager		Date:
Supervising Manager		Date:
Reviewing Authority		Date:

ANNUAL REVIEW

At the end of the twelve month period, the manager and supervising manager will meet to determine whether each priority performance objective has been accomplished. The supervising manager will also assess performance, after discussion with the manager, terms of the key performance factors.

Priority Performance Objectives

1. Results: Exceeded _____ Accomplished _____ Did not Accomplish _____
Comments: _____
2. Results: Exceeded _____ Accomplished _____ Did not Accomplish _____
Comments: _____
3. Results: Exceeded _____ Accomplished _____ Did not Accomplish _____
Comments: _____
4. Results: Exceeded _____ Accomplished _____ Did not Accomplish _____
Comments: _____
5. Results: Exceeded _____ Accomplished _____ Did not Accomplish _____
Comments: _____

Key Performance Factors

Managers will also be appraised against each of the criteria on the ensuing pages using the following three part rating scale:

Exceeds Expectations	The manager consistently performs above and beyond what is expected from a person in that position. Demonstrates a great deal of initiative in solving problems or overcoming obstacles that might otherwise impede performance.
Meets Expectations	The manager performs at a level expected of a person in that position. S/he possesses and utilizes the knowledge and skills needed to meet the responsibilities of the position.
Does not Meet Expectations	The manager's performance falls below what is expected for a person in that position. Improvement in the manager's knowledge and skill or a greater individual effort is needed to bring that person up to standard.

PERFORMANCE CRITERIA

	E	M	D
1. Communication			
A. Presents plans, ideas, and issues in a clear concise and persuasive manner to diverse audiences.	_____	_____	_____
B. Listens intently to others. Is open to and solicits reactions and ideas.	_____	_____	_____
C. Cooperates with (and insures that his or her staff cooperates with) other departments by consistently meeting commitments, freely sharing information, informing them about actions that will affect them, and seeking their input where appropriate.	_____	_____	_____
D. Handles conflict situations calmly and constructively by reducing tensions, getting at the real issue and (where possible) reconciling differences.	_____	_____	_____
E. Written reports are clear, well organized, And accurate.	_____	_____	_____
Summary Appraisal:	_____	_____	_____

Comments: _____

E M D

2. Managing Personnel

- A.** Develops staff into competent professionals; promotes and organizes appropriate training and development opportunities. _____
 - B.** Fully delegates responsibility and authority to employees who are able to accept it. _____
 - C.** Through a combination of training, guidance, and coaching, achieves quality performance from his or her employee. _____
 - D.** Does a thoughtful and complete appraisal of each employee's performance, focusing on specific job-related behavior. _____
 - E.** Deals quickly and skillfully with performance issues or situations that might adversely affect the morale of the staff, the quality of services, or the image of the town. _____
- Summary Appraisal:** _____

Comments: _____

3. Financial Management

- A.** Prepares budget requests on schedule. Requests reflect the department's major objectives and are accurate and well-substantiated. _____
- B.** Consistently operates within budgeted amounts; no overruns occur without prior justification and approval. _____
- C.** Seriously attempts to develop and implement cost reductions. _____

E M D

D. Make cost-effective use of overtime

Summary Appraisal:

Comments: _____

4. Planning and Organization

A. Anticipates problems before they arise and

B. Each year, produces a well-thought out plan of action to implement major departmental objectives.

C. Clearly establishes priorities and communicates, those to the staff, insures that important things are completed first.

D. Involves staff and others in the planning process, helping them to become better planners.

E. Insures that objectives are achieved as efficiently as possible by the way he/she organizes the work, assigns personnel, marshals resources, and follows through.

Summary Appraisal:

Comments: _____

E M D

5. Innovation

A. Comes up with fresh, new approaches to departmental problems, or to serving citizens or users of the department's services.

B. Actively involves and supports others in the search for innovative ideas.

C. Finds creative ways to secure non-tax, resources.

D. Finds creative ways to produce higher levels of service at the same cost or maintain the same services at a reduced cost.

Summary Appraisal:

Comments: _____

PROFESSIONAL DEVELOPMENT

Specific skills and knowledge to be developed during the year.

Training and Development Plan for the manager.

SIGNATURES/APPROVALS

Supervising Manager:

Mid-Year Review _____ Date: _____
Annual Review _____ Date: _____

Comments on the overall appraisal _____

Manager's:

Please Note: The manager's signature indicates that he or she has seen the appraisal and discussed it with the supervising manager, but does not necessarily mean the manager agrees with the appraisal.

Mid-Year Review _____ Date: _____
Annual Review _____ Date: _____

Comments on the overall appraisal _____

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

CHECK ONE

X

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

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

DATE OF EVENT BEING APPLIED FOR: February 10, 2023

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

26 E. MAIN ST, MILLERS FALLS, MA. 01349

2. Full name, address and phone number(s) of manager who shall be responsible for the license:
CINDY L. BAYER 413 774-3259

472 MILLERS FALLS RD, MILLERS FALLS MA 01349

3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES X NO _____

4. Nature of Event SIP N' SHOP Number of Attendees 100

5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES _____ NO X

6. Location where event shall be held: Rustic Romance, 26 E. MAIN ST, MILLERS FALLS MA. 01349

7. Has the approval of the property owner been obtained? YES X NO _____

8. Exact times of the license: FROM 3 o'clock AM/PM TO 7 o'clock AM/PM

9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES X NO _____ If so, when? _____

10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO X

11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access. ON STREET PARKING ON E. MAIN & BRIDGE ST

12. Proof of Liquor Liability Insurance provided? PENDING Date _____
UPON APPROVAL WITH TOWN LISTED AS ADDITIONAL INSURED.

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

Cindy L Bayer Owner 11.28.22
Authorized Representative and Title Date

Office Use Only:	Date Approved: _____
# Days Permit Issued For: _____	Dates License Issued for: _____
Police Chief Signature: _____	
Select Board Chair Signature: _____	

Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise and Delivery
For coursework completed on September 13, 2022
provided by Health Communications, Inc.
is hereby granted to:

Cindy Bayer

Certification to be sent to:

**Rustic Romance At Bayer Farm
26 E Main St
Millers Falls MA, 01349-1322 USA**



HEALTH COMMUNICATIONS, INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

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WendyB-Montague Selectboard

From: Mark Wisnewski <mpwisnewski@gmail.com>
Sent: Monday, November 28, 2022 11:53 AM
To: WendyB-Montague Selectboard
Subject: New Years

Hi Wendy,

Could we get a request to remain open until 2am on New Year's Day on the next selectboard meeting agenda?



Board of Selectmen Town of Montague

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

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

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: River Culture / Suzanne LoManto

Address of applicant: 1 Avenue A Turners Falls

Phone # of applicant: 413-863-3200 ext 115

Name of organization: Riverculture

Name of legally responsible person: Town of Montague

Location of assembly: Spinner Park

Date of assembly: 12/9/22

Time of assembly: Begin: 6:15pm End: 7:15pm

Number of expected participants: 65

If a procession/parade: Visit from Santa

Route: music on Avenue A and 3rd St

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Its a Wonderful Night in
Turners Falls

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

Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

Community Development Block Grant Program (CDBG)

Informational Meeting – Town of Montague

Monday, December 5, 2022

Montague Town Hall

NOTICE:

The purpose of this meeting will be to discuss and solicit public input to the FY2022.2023 Massachusetts Community Development Block Grant application. Local citizens are encouraged to attend to learn more about the CDBG application process and funded activities.

DISCUSSION OF FY 2022.2023 CDBG APPLICATION PROCESS

- **Eligible Activities: Activities must benefit low/moderate income people or eliminate slum/blight**
 - **Housing assistance:** rehabilitation of substandard dwelling units, lead paint abatement, rehabilitation of shelters or transitional housing, site development costs for new housing projects (in very limited instances, new housing construction), and relocation.
 - **Public facilities:** design, senior centers, neighborhood centers, parks and playgrounds, youth centers, architectural barrier removal, and other types of facilities that serve the needs of low- and moderate-income persons.
 - **Infrastructure:** design, reconstruction of streets and sidewalks, drainage improvements, upgrade of water supply and distribution systems, and construction or repair of sewer lines, including infrastructure to housing projects.
 - **Public Social Services:** day care subsidies, substance abuse counseling, community policing, elder services, first-time homebuyer counseling and down payment assistance, assistance for the homeless, disabled, illiterate adults, abused children, battered spouses and other predominantly low- and moderate-income clientele.
 - **Planning Projects:** planning and pre-development assistance; it must be demonstrated that upon implementation the planned activities will meet a national objective.

- **Process**
 - Informational meeting allows residents and town departments to bring projects to the Board of Selectmen for their review and eligibility for CDBG funding.
 - The Board of Selectmen work with Town Administrator and Town Planner to select activities to make the grant application as competitive as possible
 - The Town will hold a public hearing to present Activities that will be included in the FY 2022.2023 CDBG Application
- **Application due: March 3, 2023**
- **Maximum Funds Available: \$1,350,000**

**PRESENTATIONS OF POTENTIAL ACTIVITIES THAT MAY BE INCLUDED IN THE
FY2022.2023 CDBG APPLICATION**

- **Proposed Program presentation by Brian McHugh, HRA, Director of
Community Development**

RESIDENT PRIORITIES, COMMENTS and CONCERNS

CLOSE MEETING

FCHRA's Housing Rehabilitation Program

Project Summary:

- Housing Rehabilitation Programs are administered by the Franklin County Regional Housing & Redevelopment Authority (HRA) on behalf of a town.
- The Program is designed to meet one of the Department of Housing & Urban Development's (HUD) national objectives by providing safe, decent, sanitary housing to persons of low or moderate income through the elimination of building, plumbing, electrical and sanitary code violations.
- The Program is also designed to increase the energy efficiency of homes by making general weatherization improvements, insulating homes, and replacing outdated heating systems and hot water tanks with Energy Star rated boilers, furnaces, and domestic hot water systems.

Program Design:

- 0% deferred payment loans are available to households whose incomes are under the limits listed below. Loans are fully forgiven over the course of 15 years. Prorated payments are due, without interest, when the property transfers ownership before 15 years. Proration of loans can be structured in different ways, e.g., loans can be forgiven in equal parts on the anniversary date of a loan closing or payback can be structured so that loans do not become forgivable until a set year after a loan closing and then decline to \$0 at year 15.
- Loans are generally no greater than \$40,000 per unit. However, if homes need inherently expensive improvements such as lead paint removal, asbestos abatement, a new artesian well, handicapped accessibility modifications, septic system replacement, or historic preservation, then loans can be made for up to \$50,000.
- Loans are intended to make improvements to existing conditions. Removal and replacement of roofs, windows, siding, and electrical, plumbing and heating system repairs and replacement are typical. But other improvements like flooring replacement, bathroom upgrades, and new cabinets may be eligible if conditions are determined to be "sub-code."
- Applicants are required to provide proof of ownership, verification of income for all household members over 18 years of age, verification that property tax payments are current, and verification of homeowner's insurance.
- Houses built prior to 1978 are tested for the presence of Lead Paint by a certified lead paint inspector. Some level of lead paint remediation may be required if lead paint is found, even if there are no children living at the property. If there are children under the age of 6, the project will include full de-leading of the property. All inspection fees are calculated into the total cost allowed per unit, but the fees themselves are not included in the loan amount. In other words, the loans are for the construction cost and mortgage recording fee only.

- Inspections of properties are made by a qualified Housing Rehab Specialist from HRA. The Rehab Specialist inspects the premises for code compliance and substandard conditions. A detailed Work List is then written up and sent to each homeowner along with instructions for contractors to bid on the project. The bid package includes materials specifications and a list of contractors who have been pre-qualified to work for the Program. However, owners may choose to solicit bids from contractors who are not on HRA's list as long as the contractors are licensed and insured. Homeowners are typically given four weeks to submit bids to HRA. Each bid is reviewed for completeness and cost reasonableness.
- Loans are awarded to projects determined to be the most needy. Each project is ranked using a criteria point system that factors in household income, code violations, and other demographic indicators such as the number of elderly or handicapped persons living at a property. Once a project is chosen, HRA prepares contracts and verifies contractor's licenses and insurance. A mortgage loan closing is then conducted by HRA.
- Notices to Proceed are sent to each contractor with information on progress payments. HRA's Rehab Specialists act as the liaison between owners and contractors. When a contractor submits an invoice for work performed, HRA staff inspects the work for quality and conformance with the contract specifications. Payments are made directly by HRA to the contractors upon approval of the Rehab Specialist and homeowner. Final payments are made only when all applicable municipal inspectors and lead paint inspectors have also approved of the project.

Income Limits:

<u>#FAMILY MEMBERS</u>	<u>MAX. ANNUAL GROSS INCOME</u> (updated 06/15/22)
1	\$52,750
2	\$60,250
3	\$67,800
4	\$75,300
5	\$81,350
6	\$87,350
7	\$93,400
8	\$99,400

10A



FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY
241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

AUTHORIZATION TO DISBURSE No. 4
Invoice # 2022-017-4
TOWN OF MONTAGUE FY20 (6K)
HILLCREST NEIGHBORHOOD PLAYGROUND
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060

Date: November 28, 2022

Original Contract Amount:	9,000.00
Total Contract	9,000.00
Total Paid to Date:	\$6,174
Balance:	2,826.00
This Invoice:	\$774.90
Balance:	2,051.10

Work Items Complete: For professional landscape architectural, civil engineering and land surveying services for the period October 1, 2022 to October 31, 2022.

See attached invoice dated: November 17, 2022 FY2020 CDBG Funds allocated:	FY2020 CDBG \$ 774.90
---	--

I reviewed this invoice on November 17, 2022 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$774.90**

Director of Community Development - HRA

I hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



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

Town of Montague Planning Dept.
Mr. Walter Ramsey, AICP
1 Avenue A
Turners Falls, MA 01376

INVOICE # 2022-017-4

November 17, 2022

Project No: 2022-017

Re: Montague - Hillcrest Neighborhood Playground

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

Email invoices to: planner@montague-ma.gov and spleasant@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Construction Documents	\$9,000.00	77.21%	8.61%	\$774.90
	<u>\$9,000.00</u>			
Subtotal Task Charges				\$774.90
INVOICE TOTAL				\$774.90

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

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

10B



FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY
241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
spleasant@fcrhra.org

AUTHORIZATION TO DISBURSE

Invoice # 2022-108-4

Project No. 2022-108

TOWN OF MONTAGUE FY21 CDBG

FY21 Avenue A Streetscape Phase III Continuation (6B)

Contractor: Berkshire Design Group

4 Allen Place

Northampton, MA 01060

Date: November 29, 2022

Total Contract	30,000.00
Total Paid to Date:	8,000.00
Balance:	22,000.00
This Invoice:	836.00
Balance:	21,164.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period October 1, to October 31, 2022.

See attached invoice dated: November 17, 2022	FY21MONT \$836.00
---	------------------------------

I reviewed this invoice on 11/17/22 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$836.00**

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



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

Town of Montague Planning Dept.
Attn: Mr. Brian Mchugh
241 Millers Falls Rd.
Turners Falls, MA 01376

INVOICE # 2022-108-4

November 17, 2022

Project No: 2022-108

Re: Montague - Avenue A Streetscapes Phase III - 2022

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

Email invoices to: bmchugh@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$8,000.00	100.00%	0.00%	\$0.00
Construction Administration	\$22,000.00	3.80%	3.80%	\$836.00
	<u>\$30,000.00</u>			
Subtotal Task Charges				\$836.00
INVOICE TOTAL				\$836.00

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

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

MEMORANDUM OF UNDERSTANDING
by and between
The TOWN OF Montague
AND
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS
for Mass in Motion Age-friendly Planning

This Memorandum of Understanding (hereinafter referred to as "Agreement") is by and between the Town of Montague, Massachusetts (hereinafter referred to as the "Town"), having a usual place of business at 1 Avenue A, Turners Falls, MA 01376, and the Franklin Regional Council of Governments, hereinafter called "FRCOG", doing business at 12 Olive St. Ste 2, Greenfield, MA 01301. This agreement is effective as of November 15, 2022.

Whereas the FRCOG proposes to engage the Town for the completion of the tasks outlined in Article 2 – Scope of Services.

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

ARTICLE 1 ENGAGEMENT OF THE TOWN

The FRCOG hereby engages the Town and the Town hereby accepts the engagement to perform services in connection with the preparation and completion of the tasks specified in the Scope of Services identified in Article 2.

The FRCOG may terminate this Agreement for nonperformance of the services required under this Agreement including the progress of work for such services.

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

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

ARTICLE 2 – SCOPE OF SERVICES of THE TOWN

1. Hold initial meeting with the FRCOG and at minimum Selectboard November/December 2022.

2. Convene small work group to work with FRCOG staff to set local age and dementia friendly community priorities. Up to \$4,230 is available to the town annually through this MOU. In Year One the funds should be used to support the planning process: Allowable costs include:
 - hiring an “age-friendly champion” from the town who will convene the workgroup throughout the planning process
 - expenses for food, childcare, travel for meetings or trainings and can be expended in the form of vouchers, as long as any of these do not offer cashback options
 - expenses for meeting support including equipment, meeting space, translation, technology and tech support.

Work group may include the Selectboard, Council on Aging, older adults, Board of Health, Public Library, Planning Board. We are especially interested in the participation of anyone with lived experience of disability.

- a. Review regional needs assessment data specific to Montague (December 2022/January 2023)
- b. Attend regional health equity training to ensure that strategies developed for the town support the neediest residents. (February 2023)

February-June 2023 (and into FY'24 under amended MOU as needed)

- c. Answer additional questions about needs in the town not already included in regional needs assessment.
- d. Identify priority issues for making the town more age and dementia-friendly, including identifying root causes of those issues.
- e. Identify strategies to address priority issues
- f. Identify who is responsible for implementing strategy(ies).
- g. With support of FRCOG, identify resources to support implementation of strategy(ies).

DELIVERABLES: Convene workgroup, meet at least twice, identify priority issues and root causes, strategies to address priorities, who will implement priorities, and resources to support implementation.

The Town shall perform the professional services in accordance with this Agreement. The Town shall receive prior approval from the FRCOG for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Town is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of FRCOG and any work performed without the prior written agreement of the FRCOG, shall not be considered as work under this Agreement and payment for such work will not be allowed. The Town shall complete all work as specified in this Article.

ARTICLE 3 – TIME OF PERFORMANCE

The time period covered under this agreement is from Agreement signing through June 30, 2023. This Agreement may be extended by mutual written consent of the parties.

ARTICLE 4 RESPONSIBILITIES OF THE FRCOG

FRCOG staff will provide guidance and support to Town throughout the planning process and with the identification of resources to support implementation.

FRCOG staff, through Mass in Motion, will provide free training on health equity and will share other training opportunities as they become available.

FRCOG will provide up to \$4230 annually to support Town's planning and implementation. In Year One these funds should be used to enable community engagement in the town priority setting process. Future years can be spent on implementation.

ARTICLE 5 PAYMENTS

The Town shall be compensated on a cost reimbursement basis for services to be performed under this Agreement.

First class transportation and alcohol expenses are prohibited.

Payment will be made after the submission of an invoice in accordance with this section and the Scope of Services and typically within two weeks after receipt of invoice from the Town. Invoices should document periods or dates of service, staffing, hourly rates and description of services rendered. Backup invoices must be attached for reimbursement of any direct costs. We cannot reimburse for sales tax.

The final invoice for this project shall be submitted to the FRCOG no later than July 10, 2023.

The amount to be paid to the Town in this Agreement shall in no event exceed **\$4,230.**

The FRCOG prefers to pay vendors by Electronic Funds Transfer (EFT) and will require completion of an enrollment form for direct payment of invoiced amounts to the Town's bank account with the signed contract.

ARTICLE 6 OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, creative materials and other information prepared by the Town under this Agreement. No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. All material

produced under the terms of this Agreement is public property and cannot be copyrighted.

ARTICLE 7 SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

ARTICLE 8 AMENDMENTS

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

ARTICLE 9 ASSIGNABILITY

The Town shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the FRCOG. No subcontract may be awarded by the Town, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the FRCOG.

ARTICLE 10 - CONFLICT OF INTEREST

No officer, employee, agent, or member of FRCOG or the Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or the Town, whether such interest is direct or indirect. FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11 NON DISCRIMINATION

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

ARTICLE 12 INDEMNITY and INSURANCE

The Town shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town's performance under this agreement but only to the extent and in an amount the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L.c. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

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

ARTICLE 13 FORCE MAJEURE

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

ARTICLE 14 GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 15 – VIOLATION OF LAW

The Town shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

ARTICLE 16 – AVAILABILITY OF FUNDS

The compensation provided by this Agreement is subject to the continued availability of grant funds and the continued availability of any other funds anticipated or earmarked for the work hereunder.

ARTICLE 17: MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

ARTICLE 18- - ENTIRE UNDERSTANDING

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the dates written below:

For the TOWN OF Montague:

NAME
TITLE

Signature Date

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

Linda Dunlavy
Executive Director

Signature Date

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to

programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator civilrights@frcog.org .

For FRCOG Use Only

Contract Reviewed by Finance: cem, 11/9/22 Grant Line # 04-373 _____
Initial

December 2022

12

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 Hybrid	6	7	8	9	10
11	12 Zoom	13	14	15	16	17
18	19 Zoom	20	21	22	23	24
25	26 HOLIDAY	27	28	29	30	31

January 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 HOLIDAY	3	4	5	6	7
8	9 Hybrid	10	11	12	13	14
15	16 HOLIDAY	17	18	19	20	21
22	23 Zoom	24	25	26	27	28
29	30 Zoom	31				



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Charles D. Baker
Governor

Dawn Brantley
Acting Director

Karyn E. Polito
Lieutenant Governor

Terrence M. Reidy
Secretary

November 29, 2022

Richard Kuklewicz, Chairman, Board of Selectmen
Town of Montague
One Avenue A
Turners Falls, MA 01376

**Re: Pre-Disaster Mitigation Competitive Grant Program
PDMC 19-03 - City Road Flooding Relief**

Dear Mr. Kuklewicz:

A contract extension has been approved by MEMA for the state contract PDMC1903MONTAGUE0000. The contract has been extended to 3/1/2024 to allow the Town of Montague sufficient time to complete this important mitigation project. The scope of work has not changed. All provisions and conditions relative to the original contract are still in effect.

In order to execute this state contract amendment, the following tasks relative to the attached amendment must be completed.

- 1) **Contractor Authorized Signatory Listing:** A copy of the previously signed CASL is enclosed for your reference. Only those individuals who are named in the authorized Signatory box may sign Contract documents. If none of the named individual(s) are able to sign documents at this time, please let me know and I will send a blank CASL form so that the Chief Executive Officer for the Town can re-authorize signatories.
- 2) **Standard Contract Amendment Form and Commonwealth Terms and Conditions:** The Authorized Signatory must complete, sign and hand date the form as the Contractor, on page 1 of this document.
- 3) **Record of Environmental Considerations and Scope of Work:** The FEMA REC, which includes the approved Scope of Work, is included for reference.
- 4) **Budget Information:** The budget form reflects the prevailing grant award and the allocation of the federal funds to the remaining fiscal years.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-762-4877

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-750-1400 Fax: 413-821-1599

- 5) **Federal Funding Accountability and Transparency Act (FFATA):** A copy of the previously signed FFATA is enclosed for your reference.
- 6) **MEMA Terms and Conditions:** A copy of the previously signed MEMA Terms and Conditions are enclosed for your reference.
- 7) **2020 DHS Terms and Conditions:** A copy of the applicable DHS Terms and Conditions are enclosed.
- 8) **Grant Modification Request Form:** A copy of the approved modification request and work schedule is attached for your reference.

Please return the hard copy, original, fully executed contract by close of business on **Tuesday, January 3, 2023**, to:

**Massachusetts Emergency Management Agency
ATTN: Elena Kilduff
Mitigation and Recovery Grants Support Coordinator
400 Worcester Road
Framingham, MA 01702**

Once the Authorized Signatory has signed all required forms, MEMA will approve the contract amendment and return an executed copy to you. Please carefully review all provisions of the attached grant agreement prior to execution.

MEMA and FEMA are very interested in completing this important project as expeditiously as possible. Please do not hesitate to contact Elena Kilduff at (508)-820-1436 or by e-mail at elena.kilduff@mass.gov with any questions or concerns regarding this HMGP contract amendment.

Sincerely,



Mark Talbot
Hazard Mitigation Unit Supervisor

Enclosures

cc: File

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
20 Forge Parkway
Franklin, MA 02038
Tel: 774-762-4877

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-750-1400 Fax: 413-821-1599

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: MA Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4): One Avenue A, Turners Falls, MA 01376		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Richard Kuklewicz, Chairman, Board of Selectmen	Phone: 413-863-3200	Billing Address (if different):	
E-Mail: selectscity@montague-ma.gov	Fax:	Contract Manager: Mark J. Talbot, State Hazard Mitigation Officer	Phone: 508-820-2053
Contractor Vendor Code: VC6000191893		E-Mail: mark.j.talbot@mass.gov	Fax: 508-820-1404
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): PDMC1903MONTAGUE0000 RFR/Procurement or Other ID Number: FY19PDMCPJ	
___ NEW CONTRACT		<u>X</u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) ___ Department Procurement (includes all Grants - §15 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>3/1/2023</u> , Enter Amendment Amount: \$ <u>NO CHANGE</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <u>X</u> Amendment to Date, Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ 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): <u>X</u> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services ___ 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 §15 CMR 9.00 . ___ 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.) <u>X</u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended): <u>\$237,287.02</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 ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ 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 purpose of this contract is to award funds granted under the FEMA PDMC 19-03 Pre-Disaster Mitigation Competitive, CFDA 97.047 for the City Road Flooding Relief. See attached, approved Scope of Work. This contract amendment extends the end date only, and does not change the previous contract amount of \$237,287.02. As of this contract there were no reimbursements.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ___ 3. were incurred as of _____, 20____, 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>3/1/2024</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: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David B. Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

GRANT MODIFICATION REQUEST
COMMONWEALTH OF MASSACHUSETTS

Project Name Montague City Road Flooding Relief Project

Today's Date 11/17/22

Grant Program: PDM

Applicant: Town of Montague

Grant Number: 19-03

Contact Name: Walter Ramsey

Contact Email: assistant.townadmin@montague-ma.gov

State Contract End date: 3/1/2023

Contact Phone: 413-863-3200 x 112

Request for modifications to the approved scope of work, budget, and/or period of performance may be eligible, but will not be granted automatically and must be supported by adequate justification in order to be processed. The justification must be a written explanation of the reason (or reasons) for the need to modify or change the existing scope of work, budget, or schedule. The language below serves as an outline to your modification request. You may be required to attach or include additional pages to your request. Completed requests are sent to MEMA Mitigation Project Coordinator. If MEMA determines that the request meets the minimum requirements, set by FEMA, this document will be forwarded to FEMA for their final approval.

1. TYPE OF REQUEST:

- Scope of Work Modification*
- Period of Performance Modification*
- Budget Amendment*

2. REASON FOR MODIFICATION:

Identify and describe the reasons and issues that make the modification necessary to complete the project. Identify the current status of the approved scope of work to date. (Limit 600 Characters, Attach additional pages if needed)

Work can not start until after April 2023, but the grant end March 1, 2023. The nature of the work does not allow for it to be done over the winter.

Please provide any supplemental information which describes what the changes will be and how they will affect the overall performance of the project. Additional attachments may be needed including budget reallocation form, new timeline, drawings, engineers plans or specifications, photos, etc. (Limit 600 Characters, Attach additional pages if needed)

3. BUDGET:

a. Does this grant modification request change the budget in any way?

YES if yes, please provide a reallocation form.

NO

b. Does the revised budget result in the need for additional funds to complete the project?

YES, if yes, a revised Benefit Cost Analysis will be required.

NO

c. Describe any remaining funds, which have not yet been spent (either federal or non-federal share.) Please outline how these remaining funds will be used. (Attach additional pages if needed)

4. REMAINING OBJECTIVES:

a. Tasks remaining to complete the project

all construction related tasks

Identify the tasks necessary to complete the project. (Attach additional pages if needed)

b. New project schedule and completion date.

March 1, 2024.

Detailed project schedule is attached (recommended)

If this request includes a period of performance modification, a new work schedule is required. Select and identify the new projected completion date for the Grant Award. Make sure the projected completion date is in compliance with appropriate Program statutes, regulation and Grant Award Agreement Articles.

c. Responsible Contact

Walter Ramsey
Assistant Town Administrator 413 863 3200 ext 129
assistant.townadmin@montague-ma.gov

List the position/person responsible for oversight of the completion of the project.

For State Use Only

Approved by:
Approved by:

Mark Talbot

Digitally signed by Mark Talbot Date:
Date: 2022.11.23 12:12:44 Date:
-05'00'

MITIGATION PROJECT WORK SCHEDULE

Applicant: Town of Montague

Grant: PDM 19-03

Taskⁱ	Estimated Task Start Date²	Task Duration (in months)	Estimated Task End Date
Construction Administration	3/1/21	24	3/1/23
Grant Award & State Contract	3/1/21	3	6/1/21
Contractor Selection/Bids	10/1/22	2	12/1/22
Mobilization	4/1/23	1	9/1/23
Clear, Grub, Dredge, Floodplain Restoration	4/1/23	6	10/1/23
Install Drainage Structures	4/1/23	6	10/1/23
Demobilization	9/1/23	3	12/1/23
Project Closeout	12/1/23	3	3/1/24
Total Estimated Time for Project Completion		36 months	

1. Enter tasks in the first column. These should be major milestones as detail does not have to be budgeted at the micro level. Tasks could include planning, engineering/design, construction, project management, etc.
 2. Estimate first task start date 90 days from receipt of contract package.



FY2023 TAX CLASSIFICATION PRESENTATION

December 7, 2022 6:00 p.m.

Tax classification allows communities to have separate tax rates for different classes of property and allows the Selectboard to make a decision on an annual basis as to whether or not to shift the tax burden from one class of property to another. Should the Board decide to shift the tax burden, they must adopt a residential factor which will determine the percentage of the tax levy to be paid by the residential property owners. This results in two different tax rates (known as a “split tax rate”). Shifting the burden from the residential taxpayers to the commercial, industrial and personal property (CIP) taxpayers does not change the total levy to be taxed, but rather it changes the allocation of the tax levy to be borne by each class. Historically, the Montague Selectboard has voted to shift the rate since the mid-1980s. Notable changes impacting the rate are as follows:

Total Taxable Value

Total taxable valuation in Montague for FY2023 is \$1,123,142,040 which is an increase of \$98,247,818 (9.6%) from the previous year. Similar to last year, we continue to see real estate market values increase substantially, particularly in the residential sector. The chart below illustrates changes in the different classes of properties:

Property Type	Description	FY 2022 Assessed Value	FY 2023 Assessed Value	Value Diff	Value % Diff
Total Class 1	TOTAL RESIDENTIAL	690,791,491	757,915,744	67,124,253	9.7%
Total Class 2	TOTAL OPEN SPACE	0	0	0	
Total Class 3	TOTAL COMMERCIAL	44,159,879	42,831,335	-1,328,544	-3.0%
Total Class 4	TOTAL INDUSTRIAL	174,050,412	175,162,791	1,112,379	0.6%
Total Class 5	TOTAL PERSONAL PROPERTY	115,892,440	147,232,170	31,339,730	27.0%
Total Taxable	TOTAL REAL & PERSONAL	1,024,894,222	1,123,142,040	98,247,818	9.6%

While it is true that Class 5 Personal Property indicates the highest overall value increase, it is important to note that this is the result of one utility account (Eversource) and does not represent equal value increases over all the personal property accounts.

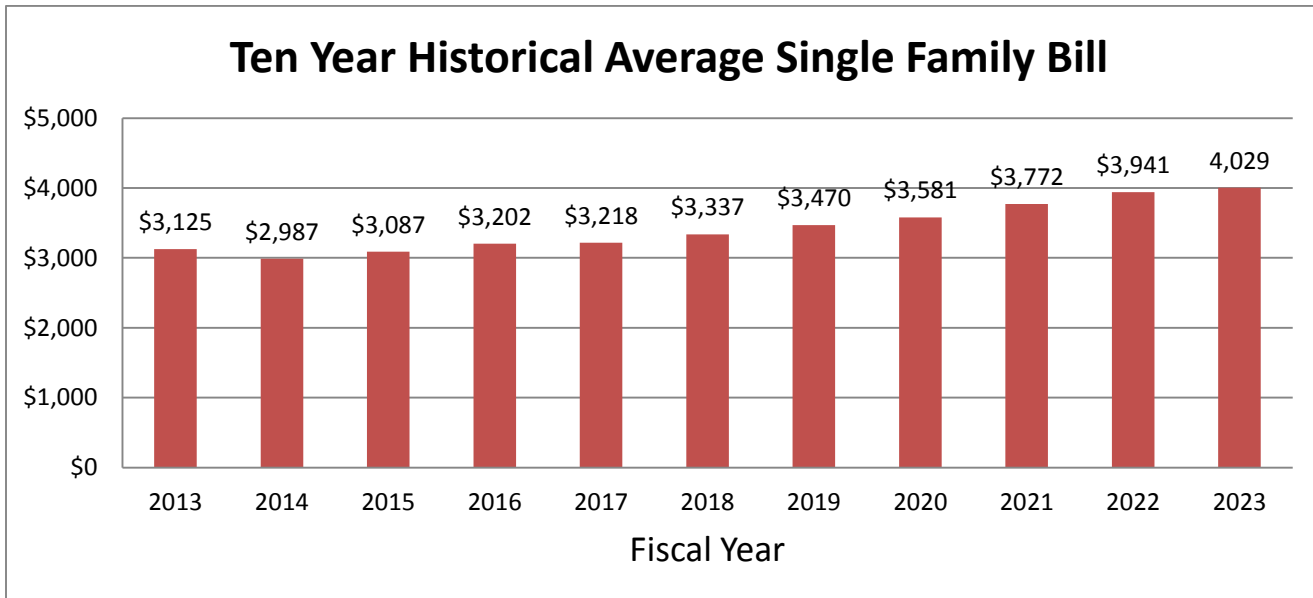
Tax Levy

The FY2023 property tax levy is \$20,439,562.44. This represents an increase of \$232,023.51 or approximately 1.1% over last year's levy of \$20,207,538.93. This figure represents the amounts raised and appropriated at Annual/Special Town Meetings minus estimated receipts and other revenue sources.

Average Single Family Tax Bill

The average assessment of a single family residence in Montague is \$258,821 up \$23,671 from last year's average of \$235,150. Using a shift similar to last year's, the average tax bill for a single family dwelling would be \$4,029 which represents an increase of \$88 from last year's average. Single family homes are the predominant type of residence in the residential class, therefore averages provide a good measure of data. It should be noted, however, that these figures do not reflect the average of other residential dwelling types (condos, two and three families, mobile homes, etc). The current housing market has caused significant increases in residential values which have not been recognized in commercial or industrial properties, therefore, consideration should be given to adjusting the residential factor lower. The average FY23 tax bill for a commercial property using a similar shift would be \$4,122.70 (avg value \$174,248 x \$23.66). This is a decrease from last year's average commercial property bill \$4,909.12 (avg value \$190,055 x \$25.83) due to a drop in both the average valuation and the commercial tax rate.

The chart below illustrates the average single family tax bill trend:



Tax Shift Options

A factor of .8501 was voted last year and resulted in a residential rate of \$16.76 and a commercial/industrial/personal property (CIP) rate of \$25.83. Should a similar shift be voted this year (highlighted below), the estimated residential rate would decrease by \$1.19 to **\$15.57**. Similarly, the CIP rate would decrease by \$2.17 to **\$23.66**. Without a shift, a single rate would yield a rate of \$18.20 for all classes of properties.

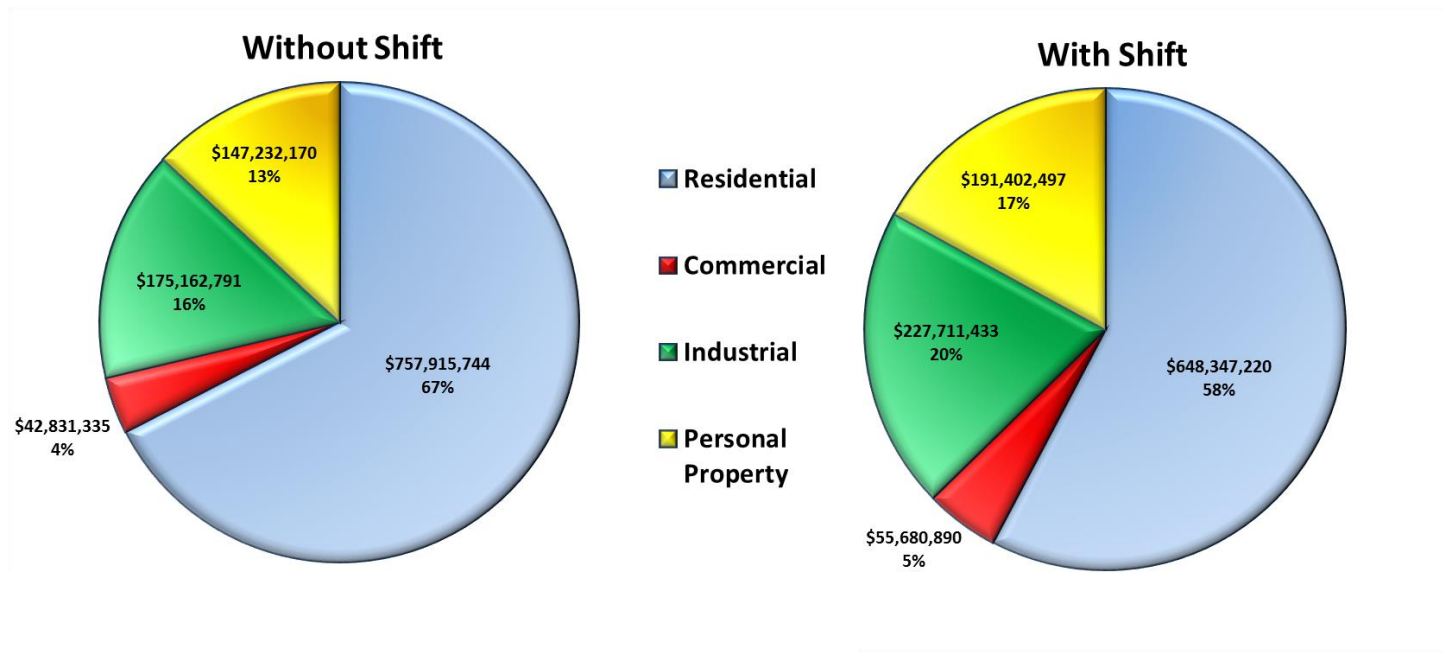
The table below illustrates the options for several different residential factors and the affect the factor has on the estimated rates:

CIP Shift	Res Factor	Share Percentages					Estimates Rates			
		Res %	Com %	Ind %	PP %	Total %	Res ET	Com ET	Ind ET	PP ET
1.0000	1.0000	67.4817	3.8135	15.5958	13.1090	100.0000	18.20	18.20	18.20	18.20
1.0300	0.9855	66.5062	3.9279	16.0637	13.5023	100.0000	17.94	18.74	18.74	18.74
1.0600	0.9711	65.5306	4.0423	16.5315	13.8955	100.0000	17.67	19.29	19.29	19.29
1.0900	0.9566	64.5551	4.1567	16.9994	14.2888	100.0000	17.41	19.84	19.84	19.84
1.1200	0.9422	63.5795	4.2711	17.4673	14.6821	100.0000	17.15	20.38	20.38	20.38
1.1500	0.9277	62.6040	4.3855	17.9352	15.0754	100.0000	16.88	20.93	20.93	20.93
1.1800	0.9133	61.6284	4.4999	18.4030	15.4686	100.0000	16.62	21.47	21.47	21.47
1.2100	0.8988	60.6529	4.6143	18.8709	15.8619	100.0000	16.36	22.02	22.02	22.02
1.2400	0.8843	59.6773	4.7287	19.3388	16.2552	100.0000	16.09	22.57	22.57	22.57
1.2700	0.8699	58.7018	4.8431	19.8067	16.6484	100.0000	15.83	23.11	23.11	23.11
1.3000	0.8554	57.7262	4.9576	20.2745	17.0417	100.0000	15.57	23.66	23.66	23.66
1.3300	0.8410	56.7507	5.0720	20.7424	17.4350	100.0000	15.30	24.20	24.20	24.20
1.3600	0.8265	55.7751	5.1864	21.2103	17.8282	100.0000	15.04	24.75	24.75	24.75
1.3900	0.8121	54.7996	5.3008	21.6782	18.2215	100.0000	14.78	25.30	25.30	25.30
1.4200	0.7976	53.8240	5.4152	22.1460	18.6148	100.0000	14.52	25.84	25.84	25.84
1.4500	0.7832	52.8485	5.5296	22.6139	19.0081	100.0000	14.25	26.39	26.39	26.39
1.4800	0.7687	51.8729	5.6440	23.0818	19.4013	100.0000	13.99	26.93	26.93	26.93

Note: This table should be used for planning purposes only. Actual calculations may differ slightly due to rounding. For actual calculations, complete Recap.

The four options when setting a multiple tax rate are:

- a tax shift from residential and open space to business property owners
- an open space discount that shifts taxes from open space to residential property owners
- a residential exemption that shifts taxes on lower valued owner-occupied residential property to other residential property owners
- a small commercial exemption that shifts taxes on small business property to other commercial and industrial property owners



The above charts demonstrate the change in components used to calculate the tax rate when a shift occurs *i.e.* the amount of the levy being paid, or the assessed valuation of, each class. The total tax levy remains the same.

Other Votes to Be Taken

Open Space Discount

This option allows a discount of up to 25% of land that is maintained in a natural condition. There is currently no land classified as Open Space in Montague. Currently there are no municipalities in the Commonwealth that have adopted this discount.

Residential Exemption

This option allows a discount to property that is the principal residence of a taxpayer. The discount cannot exceed 35% of the average assessed value of residential properties. This option would *increase* the residential rate and shift the burden from lower value properties to higher value properties. Currently only 16 of 351 communities in Massachusetts have adopted this exemption. This option makes sense only if a community has a significant percentage of non-owner occupied properties (i.e. seasonal renters) which Montague does not.

Small Commercial Exemption

This option allows for a 10% discount to certain commercial properties that meet criteria established by the state. Only businesses that have been certified by the Massachusetts Department of Workforce Development as having no more than an average of ten employees in the previous year would be eligible. It is important to note that the owner of the property (not the actual business owner) benefits from this exemption and is not required to pass any savings to the qualified business. The tax burden is redistributed to the non-qualifying commercial property owners in the form of a higher tax rate. A review of assessor's records shows that most of the eligible businesses are rented by tenants who would not benefit from this exemption. As of last year, only 12 Massachusetts communities voted for this exemption: Auburn, Avon, Bellingham, Berlin, Braintree, Chelmsford, Dartmouth, Erving, North Attleboro, Seekonk, Swampscott and Wrentham.

Notification of Excess Levy Capacity

Under Proposition 2 ½ a community may choose to set its levy at any amount below or equal to its levy limit. When a community sets its levy below the limit, the difference between the levy and the levy limit is referred to as excess levy capacity. Currently, Montague's excess levy capacity is **\$1,784,312.56**.

On behalf of the Montague Board of Assessors, Ann Cenzano, Ann Fisk and Rebecca Sabelawski, I thank you for the opportunity to present this data you. If you have questions or wish to be provided with additional information at future tax hearings, please let me know.

Karen M. Tonelli, M.A.A.
Director of Assessing
(413) 863-3200 ext 118

**HEALTH AGENT SERVICES AGREEMENT
TOWN OF MONTAGUE AND CITY OF GREENFIELD**

This Inter-Municipal Agreement (“Agreement”), entered into as of this _____ day of _____, 2022 pursuant to the provisions of Massachusetts General Laws Chapter 40, Section 4A, by and between the Town of Montague, acting by and through its Selectboard and Board of Health and the City of Greenfield, acting by and through its City Council and Mayor.

RECITALS

WHEREAS, Montague is in need of a temporary Board of Health Agent to satisfy its obligations under Chapter 111 the Massachusetts General Laws and other applicable statutes and regulations until a full time Health Agent can be recruited and employed;

WHEREAS, Greenfield employs a Health Director who is responsible for providing such services to the City of Greenfield;

WHEREAS, Montague and Greenfield have determined that temporarily sharing the services of Greenfield’s Health Director will provide mutual benefits and will further the public’s interest in protection of public health; and

WHEREAS, this Agreement has been authorized in accordance with Section 4A of Chapter 40 of the Massachusetts General Laws by the Selectboard in Montague and the City Council and Mayor in Greenfield.

NOW THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties, the Town of Montague and City of Greenfield agree as follows:

1. Appointment of Health Director:

1.1 Greenfield has recruited, hired and appointed a qualified individual to the position of Health Director (hereinafter referred to as the “Health Director”) who falls under the jurisdiction of the rules and regulations of the Greenfield Personnel Ordinance, and applicable collective bargaining agreements.

1.2 The Board of Health of Montague will appoint the Health Director as the Health Agent for Montague in accordance with Massachusetts General Laws, Chapter 111, Section 30. Notwithstanding said appointment, any individuals performing services pursuant this Agreement shall remain employees of Greenfield for purposes of compensation and benefits, but shall be considered employees of Montague when performing services in Montague for purposes of liability and indemnification pursuant to Massachusetts General Laws, Chapter 258, or any other applicable law.

1.3 Montague shall provide all equipment and supplies necessary to perform health agent services in Montague and shall be solely responsible for the maintenance and upkeep of such equipment.

2. **Term:**

3.1 Greenfield agrees to provide the services described herein beginning October 10, 2022 through February 1, 2023 unless sooner terminated as set forth herein. This Agreement may be extended by written agreement of the parties for such additional terms as the parties may deem necessary.

3. **Duties of Health Director:**

3.1. When performing services in Montague, the Health Director shall have all of the authority of the Town's Health Agent under the applicable provisions of Massachusetts General Laws, Code of Massachusetts Regulations, and the bylaws and regulations of the Town.

3.2. Without limiting the generality of the foregoing, it is anticipated that the Health Director will be available to Montague for the purpose of responding to public health emergencies, Title 5 inspections, and food borne illness investigations. Montague acknowledges and agrees that the Health Director will not be available for routine restaurant inspections, issues within the scope of duties of the Montague Public Health Nurse, or emergencies arising between the hours of 5 pm and 9 am the following day.

3.3. The Health Director shall generally be available Monday through Friday, 9 AM to 5 PM (excluding legal holidays) on an on-call basis to perform the services described in this Agreement. City of Greenfield health inspection related responsibilities take precedence within these hours.

3.4. The Health Director will continue to perform all duties within the scope of her employment with Greenfield and shall continue to report and be responsible to the Greenfield Board of Health. While performing duties in Montague, the Health Director shall be under the temporary supervision of the Montague Board of Health, operating under the rules and regulations, policies, and procedures of the Town of Montague.

3.5. The scope and manner of these services shall be determined and managed cooperatively through the Boards of Health of the parties.

4. **Payment for Services:**

4.1. Montague shall compensate Greenfield, by paying a fee for services rendered by the Health Director and invoiced by Greenfield at a rate of \$36.99 per hour.

4.2. The Health Director shall document all work performed in Montague by providing to both Montague and Greenfield detailed summaries of the work performed, including the date and time of the work and the number of hours spent. The detailed summary for each month shall be submitted by the end of the fifth business day of the following

month. Greenfield will bill Montague on a monthly basis for services rendered. Montague shall pay all bills within thirty (30) days of receipt.

- 4.3. For purposes of benefits and eligibility for health insurance, the Health Director shall be an employee of Greenfield and Greenfield shall be solely responsible for the Health Director's compensation and benefits. Any amounts paid by Montague shall be solely in the manner of reimbursement for services performed in Montague and shall inure to the benefit of the City of Greenfield and not the Health Director individually.
- 4.4. Montague will be responsible for payment of legal services and the Health Director's hourly rate for court appearances for enforcement actions taken in Montague, and any fines collected will be collected on behalf of and returned to Montague
- 4.5. Each Party will cover the Health Agent under its liability policies and, to the extent permitted by law, each party shall indemnify and hold the other party harmless from and against all expenses, including defense costs, for any claim, suit, demand, settlement or judgment arising out of any act of the Health Agent with their municipality.
5. **Amendment:** This Agreement may be amended at any time in writing by mutual agreement of both Towns hereto by an endorsement to this agreement.
6. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
7. **Records and Reporting:** The parties shall keep accurate and comprehensive records of all costs incurred, and reimbursements and contributions received. The shared Health Director shall, within thirty (30) days of the end of the calendar year, make a report of all services performed hereunder and the financial elements thereof to the Town Administrator of each Town.
8. **Audit:** At the end of the fiscal year, either party may request an audit of the records of the services provided hereunder. In such event, Montague shall arrange for such audit to be performed by a firm or individual acceptable to both parties and the requesting party shall bear the cost of any such audit.
9. **Liability:** In the event that any claims, demands, suits, causes of action, and costs and expenses arise with respect to the performance of the Health Director as provided pursuant to this Agreement, each party shall be liable for and, to the extent permitted by law, shall indemnify, defend, and hold the other party harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees, arising from services performed within its borders and/or on behalf of that party.
10. **Complete Agreement:** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the

other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

11. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF MONTAGUE

CITY OF GREENFIELD

By its Board of Health,

By its Mayor

Melanie Zamojski, Chair

Hon. Roxann Wedegartner

Date

Date

Approved by Vote of the Selectboard

Approved by Vote of the
City Council

On (date): _____

On (date): _____

Chapter 304 of the Acts of 2004 Ticketing Process

Following the [2003 Station Night Club fire in Rhode Island](#), several legal and regulatory changes were approved relating to inspection practices in the commonwealth and elsewhere around the country. Specifically, Chapter 304 of the Acts of 2004 modified several sections of Massachusetts law. Among other things, these modifications allowed municipal building and fire service personnel to issue non-criminal citations to building owners for violations of the state building code and state fire prevention regulations. Initially, municipal building officials were authorized to issue tickets for only seven (7) different building code violations, including:

1. Blocked or impeded egress
2. Emergency lighting and/or signage
3. Occupant load exceeded
4. Interior finish
5. Occupant notification devices
6. Fire detection devices
7. Sprinkler system

In time, municipal building officials were authorized to issue tickets for six (6) additional infractions bringing the total to thirteen violations, including:

1. Occupying a building without an appropriately issued certificate of occupancy
2. Occupying a building beyond the expiration date of a temporary certificate of occupancy
3. Proceeding with construction work without proper inspections
4. Beginning work without applying for and receiving a building permit
5. Failing to submit amended plans to reflect a change in the scope of work
6. Failing to maintain a property in a manner safe for occupancy

Recently, authorization has been granted to further expand the list of violations to include nearly all of 780 CMR and its referenced materials (see expanded list of violations below).

Please remember that municipalities are not required to partake in ticketing practices; participation is voluntary. However, municipalities must have a duly trained hearings officer available to adjudicate appeals if they choose to participate in the program. Also, municipal building inspectors and others should understand the history and intent of the ticketing program. A [PowerPoint Presentation](#) is available for viewing at the Department of Public Safety website. The presentation reflects initial program requirements, not recent changes. BBRS and DPS staff will up-date the presentation and will provide training to municipal inspectors soon. Also, BBRS staff is working on a pocket guide to program requirements that will be forwarded to municipal inspectors toward the end of September. The guide will help further explain program requirements.

Additional [programmatic information](#) is available at the DPS website relative to contact names and phone numbers for assistance.

Building Code Violations (780 CMR)

Administration - Chapter 1

1. 101.4.7 Architectural Access - Failure to comply with 521 CMR after due notice.
2. 101.4.4 Property Maintenance - Failure to maintain existing systems and equipment.
3. 101.5 Required - Failure to receive approval prior to proceeding with modifications to the permitted work.
4. 101.5.8 Notice of Start- Failure to provide building official 24 hour notice of start of work.
5. 110.7 Periodic Inspections -Failure to comply with 5 year requirement of testing/certifying exterior fire escapes, balconies, etc.
6. 111. 5.2 Required Egress Posting Failure to post egress placard.
7. 111. 5.3 Place of Assembly Posting Failure to post Occupancy in place of Assembly.
8. 111. 5.4 Replacement of Posted Signs Failure to replace posting.
9. 115. 3 Unlawful Continuance - Continuing work after Stop Work Order is issued

Interior Finishes - Chapter 8

10. 803 Wall and Ceiling Finishes
11. 804 Interior Floor Finish
12. 805 Combustible Materials
13. 806 Decorative Trim and Materials
14. 807 Insulation
15. 808 Acoustical Ceiling Systems

Fire Protection Systems and Notifications - Chapter 9

16. 901.3 Maintenance Failure to receive a permit from the local fire department for maintenance of Fire Protection systems.
17. 901.3 Maintenance Failure to maintain Fire Protection systems per NFPA 25
18. 903 Automatic Sprinkler
19. 904 Alternative Automatic Fire Extinguishing Systems
20. 905 Standpipe Systems
21. 906 Portable Fire Extinguishers
22. 908 Emergency Alarm Systems
23. 909 Smoke Control Systems
24. 910 Smoke and Heat Vents
25. 911 Fire Command Center
26. 912 Fire Department Connections
27. 913 Fire Pumps
28. 914 Emergency Responder Safety Features
29. 915 Emergency Responder Radio Coverage

Means of Egress - Chapter 10

30. 1005 Egress Width
31. 1007 Accessible Means of Egress
32. 1008 Doors, Gates and Turnstiles

33. 1009 Stairways
34. 1010 Ramps
35. 1012 Handrails
36. 1013 Guards
37. 1014 Exit Access
38. 1015 Exit and Exit Access Doorways
39. 1016 Exit Access Travel Distance
40. 1017 Aisles
41. 1018 Corridors
42. 1019 Egress Balconies
43. 1020 Exits
44. 1021 Number of Exits and Continuity
45. 1022 Exit Enclosures
46. 1023 Exit Passageways
47. 1024 Luminous Egress Path Markings
48. 1025 Horizontal Exits
49. 1026 Exterior Exit Ramps and Stairways
50. 1027 Exit Discharge
51. 1028 Assembly
52. 1029 Emergency Escape and Rescue

Interior Environment - Chapter 12

53. 1203 Ventilation
54. 1204 Temperature Control
55. 1205 Lighting
56. 1206 Yards and Courts
57. 1207 Sound Transmission
58. 1208 Interior Space Dimensions
59. 1209 Access to Unoccupied Spaces
60. 1210 Surrounding Materials

Roof Assemblies and Rooftop Structures - Chapter 15

61. 1505 Fire Classifications
62. 1506 Materials
63. 1507 Requirements for Roof Coverings
64. 1508 Roof Insulation
65. 1509 Rooftop Structures
66. 1510 Reroofing

Soils and Foundations - Chapter 18

67. 1803 Geotechnical Investigations
68. 1804 Excavation, Grading and Fill
69. 1805 Dampproofing and Waterproofing

- 70. 1806 Presumptive Load-bearing Values of Soils
- 71. 1807 Foundation Walls, Retaining Walls and Embedded Posts and Poles
- 72. 1808 Foundations
- 73. 1809 Shallow Foundations
- 74. 1810 Deep Foundations

Special Construction - Chapter 31

- 75. 3102 Membrane Structures
- 76. 3103 Temporary Structures
- 77. 3104 Pedestrian Walkways
- 78. 3105 Awnings and Canopies
- 79. 3106 Marquees
- 80. 3107 Signs
- 81. 3108 Telecommunication and Broadcast Towers
- 82. 3109 Swimming Pool Enclosures and Safety Devices
- 83. 3110 Automatic Vehicular Gates
- 84. 3202 Encroachments
- 85. 3302 Construction Safeguards
- 86. 3303 Demolition
- 87. 3304 Site Work
- 88. 3305 Sanitary
- 89. 3306 Protection of Pedestrians
- 90. 3307 Protection of Adjoining Property
- 91. 3308 Temporary Use of Streets, Alleys and Public Property
- 92. 3309 Fire Extinguishers
- 93. 3310 Means of Egress
- 94. 3311 Standpipes
- 95. 3312 Automatic Sprinkler System

Existing Buildings - Chapter 34

- 96. 102.2.1.3 Failure to evaluate change commodity and storage arrangement in existing buildings with existing sprinkler systems, when there is a change of occupancy classification, commodity classification, or storage arrangement.

Special Regulations - Chapter 110

- 97. 110.R3 Failure to comply with manufactured buildings program.
- 98. 110.R4 Non-compliant Native Lumber Producers Registration
- 99. 110.R1 Non-compliant Concrete Testing Laboratories Licensing
- 100. 110.R5.2.15.2 Responsibility to Supervise Work- Failure to directly supervise construction as prescribed by construction supervisor license requirements.
- 101. 110.R5.2.14 Requirement to Show License - Working without a current, valid construction supervisor license.

Acts (2004)

Chapter 304

AN ACT RELATIVE TO FIRE SAFETY IN THE COMMONWEALTH.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 201 of chapter 6 of the General Laws, as appearing in the 2002 Official Edition, is hereby amended by inserting after the words "twenty-six A 1/2", in lines 6, 50, 54, 57, 60 and 68, the following words:- and twenty-six G 1/2.

SECTION 2. Chapter 10 of the General Laws is hereby amended by adding the following section:-

Section 74. The commission shall require all applicants for alcoholic beverages licenses to submit a valid certificate of inspection, as provided in the state building code, issued by a local inspector, as defined in chapter 143, and signed by the head of the fire department, as defined in chapter 148, for the city, town or district in which the applicant intends to sell alcoholic beverages to be consumed on the premises. The certificate of inspection shall attest to the safety of the building or structure in which the applicant intends to sell alcoholic beverages to be consumed on the premises and that the building or structure meets or exceeds the requirements of the state building code.

The commission shall require that every license holder submit, annually, a valid certificate of inspection, as provided in the state building code, issued by a local inspector and signed by the head of the fire department for the city, town or district in which the premises is located and from which alcoholic beverages intended to be consumed on the premises are to be sold. The issuance of such certificate shall be a precondition for the issuance or renewal of such a license and the commission may summarily revoke any license upon notice of noncompliance or expiration of such certificate, by operation of law and without a hearing. The commission may presume that such premises conform with the inspectional safety requirements for the premises as provided for in the state building code based upon such certificate, however such presumption may be rebutted.

Failure by the inspector to issue an annual certificate of inspection, signed by the head of the fire department, may be appealed in accordance with the inspectional safety requirement procedures for appeal as provided in the state building code.

The commission may authorize the issuance of a temporary license to any applicant or license holder who has been issued a temporary certificate of inspection by a local inspector and signed by the head of the fire department, as provided in the state building code, if the applicant or license holder has complied with the terms therein and the temporary certificate of inspection has not expired. Such temporary license may be revoked by the commission, without a hearing, if the licensee has failed to comply with the terms of such temporary certificate.

Failure by the inspector to issue an annual certificate of inspection signed by the head of the fire department, may be appealed in accordance with the inspectional safety requirement procedures for appeal as provided for in the state building code.

The commission shall promulgate rules and regulations to effectuate the purposes of this section.

SECTION 2A. To provide for certain unanticipated obligations of the commonwealth, to provide for an alteration of purpose for current appropriations, and to meet certain requirements of law, the sums set forth herein are hereby appropriated from the General Fund unless specifically designated otherwise herein, for the several purposes and subject to the conditions specified herein, and subject to the provisions of law regulating the disbursement of public funds for the fiscal year ending June 30, 2004, provided that said sums shall be in addition to any amounts previously appropriated and made available for the purposes of said items.

EXECUTIVE OFFICE OF PUBLIC SAFETY
Fire and Building Inspector Education and Training

8000-0018

For the administration of a Fire and Building Inspector Education and Training Program to educate and certify all municipal fire and building inspectors in the commonwealth

..... \$450,000

Firefighting Equipment Grant Program

8000-0050

For the firefighting equipment grant program for fire departments of every city, town, fire district and authority of the commonwealth to be administered by the executive office of public safety, provided that grants shall be distributed to municipalities according to a formula giving equal weight to each municipality's population; provided further that a municipality shall not receive less than \$15,000; provided further, that eligible fire safety equipment under this program shall include, but shall not be limited to, turnout gear, hand-held power lights, communication devices, telephones, personal alert safety systems, air packs, tanks, compressors, thermal imaging devices and computerized personnel accountability systems, but shall exclude firefighter apparatus and vehicles; provided further that grants awarded by said executive office to a municipality under the program shall not be utilized for the purpose of personnel costs unless such costs constitute 50 per cent or less of the total grant award; provided further that no grant shall be awarded to the department of fire services; provided further that not later than February 1, 2005, the executive office of public safety shall submit a report to the house and senate committees on ways and means and to the secretary for administration and finance detailing the amount of grants awarded to such grant recipients and descriptions of the grants and each municipality shall provide the executive office of public safety with a comprehensive list of the best-practices that have been instituted as a result of these grants..... \$10,000,000

SAFE Program

8000-0619

For the distribution of grants for city and town student awareness of fire education programs, to be known as S.A.F.E programs, which shall include information about the fire risks caused by smoking; and provided further that grants awarded by the executive office of public safety to a municipality under the program shall, when applicable, be in an amount not less than the amount of the grant or grants each such municipality received in fiscal year 2000.....\$1,078,666

SECTION 3. Subsection (d) of section 2 of chapter 62 of the General Laws is hereby amended by adding the following paragraph:-

(3)(a) For purposes of the depreciation deduction allowed under sections 62(a)(1) and 168 of the Federal Internal Revenue Code, as amended and in effect for the taxable year, a taxpayer that is required to comply with section 26G 1/2 of chapter 148 of the General Laws and that has so complied, may classify an automatic sprinkler system having a situs in the commonwealth, and used exclusively in the trade or business of such taxpayer, as 5-year property as defined under section 168(e)(3) of the Federal Internal Revenue Code. The term "automatic sprinkler system" means the system installed pursuant to the provisions of said section 26G 1/2 and in accordance with the state building code.

(b) Such depreciation deduction for the automatic sprinkler system shall be allowed only upon the condition that the net income for the taxable year and all succeeding taxable years be computed without any depreciation deduction upon the property other than the deduction allowed by this section.

SECTION 4. Chapter 63 of the General Laws is hereby amended by inserting after section 38R the following section:-

Section 38S. (a) In determining the net income subject to tax under this chapter, a domestic or foreign business corporation required to comply with section 26G 1/2 of chapter 148 and that has so complied, may, for the purposes of the depreciation deduction allowed under section 168 of the Federal Internal Revenue Code, classify an automatic sprinkler system having a situs in the commonwealth, and used exclusively in the trade or business of such corporation, as 5-year property as defined under 168(e)(3) of the Federal Internal Revenue Code. The term "automatic sprinkler system" means the system installed pursuant to section 26G 1/2 of said chapter 148 and in accordance with the state building code.

(b) Such depreciation deduction for the automatic sprinkler system shall be allowed only upon the condition that the net income for the taxable year and all succeeding taxable years be computed without any depreciation deduction upon the property other than the deduction allowed by this section.

SECTION 4A. Chapter 143 of the General Laws is hereby amended by inserting after section 97 the following section:-

Section 97A. (a) The board of building regulations and standards shall require the owner of any building or structure or portion thereof, that includes a place of business designed or used for occupancy as a nightclub, dance hall, discotheque, bar, or for similar entertainment purposes, with a capacity of 100 persons or more, and which includes 1 or more residential dwellings, to install an adequate system of automatic sprinklers throughout the building including, but not limited

to, residential dwellings and in any common areas connected thereto, in accordance with the state building code. This section shall apply to the construction or substantial alteration of buildings or structures, approved by building permit on or after December 1, 2004. This paragraph shall not preclude the board of building regulations and standards from prescribing more stringent sprinkler requirements.

(b) Whoever is aggrieved by an interpretation, order, requirement, or direction of the building official under this section, or whoever is aggrieved by a failure of the building official to take action under this section, may, within 45 days after the service of notice of such interpretation, order, requirement, or direction, or after 45 days of such failure to act, appeal from such interpretation, order, requirement, direction, or failure to act to the building code appeals board as provided in section 100 of chapter 143.

SECTION 5. Chapter 148 of the General Laws is hereby amended by inserting after section 26G the following section:-

Section 26G 1/2. For the purpose of this section the term "adequate system of automatic sprinklers" shall include: (1) a working automatic sprinkler system; (2) fire alarm system control equipment which provides notice of an emergency within a place of assembly; and (3) adequate monitoring of and reporting of any activation of the automatic sprinkler system and fire alarm equipment, in accordance with the state building code in effect at the time of the installation of such system and equipment.

Every building or structure, or portions thereof, of public assembly, with a capacity of 100 persons or more, that is designed or used for occupancy as a nightclub, dance hall, discotheque, bar, or for similar

entertainment purposes, including all rooms, lobbies, and other spaces connected thereto and all means of egress and entrances, including any such public assembly located within a mixed use building or structure, including a building or structure owned or controlled by the commonwealth or a political subdivision thereof, (a) which is existing, or (b) for which an approved building permit was issued before December 1, 2004, shall be protected throughout with an adequate system of automatic sprinklers, in accordance with the state building code.

Any owner of a business designed or used for occupancy as a nightclub, dance hall, discotheque, bar or for similar entertainment purposes to which the second paragraph does not apply shall install a system of automatic sprinklers within the building or structure in accordance with the state building code if the business: (1) violates the maximum capacity for such building or structure, as established by a duly recognized inspector of buildings, building commissioner or local inspector of a city, town or district or other duly recognized local inspector or inspector, as provided in chapter 143, 2 or more times during a 12-month period; or (2) violates the maximum capacity of such building or structure by a number greater than 1/2 of such maximum capacity as established by a duly recognized inspector of buildings, building commissioner or local inspector of a city, town or district or other duly recognized local inspector or inspector, as provided in chapter 143. Any owner of a building or structure required to install automatic sprinklers as a result of a violation of this paragraph shall do so within 1 year of being cited for such violation, and shall be responsible for the full costs of installation.

Notwithstanding any general or special law to the contrary, any

business owner cited for violating the maximum capacity for his place of business shall be subject to a \$10,000 fine for a first or second offense. A third such offense shall result in the business owner losing his license to operate in the commonwealth, and all food, entertainment and other licenses associated with his business. This paragraph shall be enforced by a duly recognized inspector of buildings, building commissioner or local inspector of a city, town or district or other duly recognized local inspector as provided in chapter 143, or any state official with concurrent jurisdiction.

This section shall not apply to a place of assembly within a building, structure or portions thereof used principally as a house of worship, restaurant, lecture hall, auditorium, state or local government building, educational function facility, or other similar place of assembly.

Temporary use of such a building or structure or portions thereof as a nightclub, dance hall, discotheque, bar or for similar entertainment purposes, may be allowed if a permit is issued for such use by the head of the fire department in consultation with the local building inspector or inspector who may set the terms and conditions to protect against fire and preserve public safety.

Whoever is aggrieved by an interpretation, order, requirement or direction of the head of the fire department under this section, or,

The cost of installing an adequate system of automatic sprinklers pursuant to this section shall be borne in its entirety by the owner of the building or structure.

Except as provided in the third paragraph, the head of the fire department shall enforce this section.

SECTION 6. Said chapter 148 is hereby further amended by inserting after section 34 the following 4 sections:-

Section 34A. (a) Any owner, occupant, lessee or other person having control or supervision of any assembly use group building, as defined by the state building code, and who causes or permits a dangerous condition to exist on the premises at anytime shall be punished by a fine of not more than \$5,000 or by imprisonment in the house of correction for not more than 2 1/2 years, or both.

For the purposes of this section, "dangerous condition" shall mean:-

- (1) any blocked or impeded ingress or egress;
- (2) the failure to maintain or the shutting off of any fire protection or fire warning system required by law;
- (3) the storage of any flammable or explosive without a properly issued permit in quantities in excess of allowable limits of any permit to store;

Nothing in this section shall preclude the issuance of a citation for a code violation, as provided for by chapter 148A.

(b) Whoever is convicted of a second or subsequent violation of paragraph (a) shall be punished by a fine of not more than \$25,000 or by imprisonment in the state prison for not more than 5 years or in a house of correction for not more than 2 1/2 years, or both such fine and imprisonment.

Section 34B. Any person who wantonly or recklessly violates the state building code or state fire code and thereby causes serious bodily injury or death to any person shall be punished by a fine of not more than \$25,000 or by imprisonment in the state prison for not more than 5 years or in a house of correction for not more than 2 1/2 years, or both.

For purposes of this section, "serious bodily injury" shall mean bodily injury that results in a permanent disfigurement, loss or impairment of a bodily function, limb or organ, or a substantial risk of death.

Section 34C. Whoever (1) commits a second or subsequent violation of the state building code or state fire code, including any incorporated specialized codes, or any lawful order of the marshal, the head of the fire department or a state or local building inspector or (2) continues to violate any such code or order after receipt of actual notice of such violation or order, shall be punished by a fine of not more than \$1,000 or by imprisonment for 1 year in the house of correction or by both such fine and imprisonment. Notice may be provided by in-hand service, by posting the same in a conspicuous place on the premises in violation, or by the lawful issuance of a citation pursuant to chapter

148A. This section shall not apply to such violations which are under appeal pursuant to section 100 of chapter 143, if such appeal was timely filed.

Section 34D. Notwithstanding any other general or special law to the contrary, the housing court, the district court or the superior court shall have jurisdiction and equitable powers to enforce the lawful orders of the marshal or head of the fire department pursuant to this chapter.

SECTION 7. The General Laws are hereby further amended by inserting after chapter 148 the following chapter:-

CHAPTER 148A.

Section 1. As used in this chapter the following words shall, unless the context otherwise requires, have the following meanings:-

"Code violation", a violation of the state building code, 780 CMR or the State Fire Code, 527 CMR.

"Housing court", the housing court within the county in which an alleged code violation has occurred, or, if there is no housing court in the county, the district court with jurisdiction of the location in which the alleged code violation occurred.

"Local code enforcement officer", the head of the fire department as defined in section 1 of chapter 148, or a designee of the head of the fire department who is empowered to enforce the state fire code, or the local building inspector empowered to enforce the building code pursuant to section 3A of chapter 143.

"Municipal hearing officer", a person appointed by the appointing authority of a municipality to conduct requested hearings of code violations pursuant to this chapter.

"Scheduled assessment", the amount of the civil assessment for a particular code violation as determined jointly by the state fire marshal, commissioner of public safety, and the chief justices of the district and housing court departments, respectively. A scheduled assessment shall not exceed the maximum assessment or fine established by law for each such violation.

"State code enforcement officer", in cases involving the state fire code, the marshal as defined in section 1 of chapter 148, or in the case of state building code violations, the state building inspector empowered to enforce the building code pursuant to section 3A of chapter 143.

Section 2. (a) Notwithstanding any general or special law to the contrary, any local code enforcement officer, empowered to enforce violations of the state building code or the state fire code may, as an alternative to initiating criminal proceedings, give to the offender a written notice of a code violation. Such notice shall contain the name and address, if known, of the offender, the specific offense charged and the time and place of the violation. The notice shall be signed by the local code enforcement officer and shall be signed by the offender whenever practicable in acknowledgement that such notice has been received. The local code enforcement officer shall, if possible, deliver to the offender a copy of the notice at the time and place of the violation. If it is not possible to deliver a copy of the notice to the offender at the time and place of the violation, the copy shall be mailed or delivered by the local code enforcement officer, or by the head of his department or by any person authorized by such department head, to the offender's last known address, within 15 days after the violation or discovery thereof. Such notice as so mailed shall

be deemed a sufficient notice. A certificate of the person so mailing such notice that it has been mailed in accordance with this section shall be *prima facie* evidence thereof. The notice shall be executed in triplicate.

Whoever, upon request of any local code enforcement officer, refuses to state his name and address, or if he states a false name and address or a name and address which is not his name and address in ordinary use, shall be punished by a fine of not more than \$200.

(b) The local code enforcement officer shall indicate on the notice of violation that the violation is either: (1) a written warning; or (2) a code violation. If the notice is for 1 or more code violations, the code enforcement officer shall indicate on the notice the scheduled assessment for each violation alleged. If the notice of violation is for a continuing condition, the code enforcement officer shall indicate that the condition must be corrected within 24 hours of receipt of such notice. Failure to correct the condition within 24 hours may serve as grounds for criminal prosecution pursuant to section 34C of chapter 148.

(c) If the notice is for 1 or more code violations, the alleged violator shall return the notice of violation by mail, personally or by authorized person to the municipal hearing officer and shall, within 21 days, either: (1) pay in full the scheduled assessment; or (2) request a hearing before the municipal hearing officer. Any amounts paid shall be payable to the city or town, as the case may be. If the alleged violator requests, in a timely manner, a hearing before the municipal hearing officer, the municipal hearing officer shall schedule a hearing not later than 45 days after receiving such hearing request. The

municipal hearing officer shall duly notify the alleged violator of the date, time and location of the hearing. In no case shall the hearing officer, so designated, be an employee or officer of the fire department or building department associated with the code enforcement officer who issued the notice of violation. The hearing by the municipal hearing officer shall be informal and the formal rules of evidence shall not apply.

(d) Any person aggrieved by a decision of the municipal hearing officer, after a hearing, may appeal to the housing court within the county in which the violation occurred and shall be entitled to a hearing before a clerk magistrate of the court. The appeal shall be filed by the aggrieved person within 10 days after receiving notice of the decision from the municipal hearing officer who conducted the hearing.

(e) Any person who has received a notice of violation issued in accordance with this section who, within the prescribed time, fails to pay the scheduled assessment or fails to exercise his right to request a hearing before the municipal hearing officer or who fails to appear at the time and place of the hearing, shall be deemed responsible for the code violations as stated in the notice of violation and such finding of responsibility shall be considered *prima facie* evidence of a finding of responsibility for the code violation in any civil proceeding regarding said violation and shall be admissible as evidence in a subsequent criminal proceeding. If the condition which caused the notice of violation to issue continues to exist, the finding of responsibility may also be used by the city or town as *prima facie* evidence of the existence of a code violation in any proceeding to suspend or revoke

any license, permit or certificate issued by such municipality, the state fire marshal or commissioner of public safety relative to said building, structure or premises pending the correction of the condition.

Section 3. (a) Notwithstanding the provisions of any general or special law to the contrary, any state code enforcement officer empowered to enforce violations of the state building code or state fire code may, as an alternative to initiating criminal proceedings, give to the offender a written notice of a code violation. The notice shall contain the name and address, if known, of the offender, the specific offense charged, and the time and place of the violation. The notice shall be signed by the state code enforcement officer and shall be signed by the offender whenever practicable in acknowledgement that such notice has been received. The state code enforcement officer shall, if possible, deliver to the offender a copy of the notice at the time and place of the violation. If it is not possible to deliver a copy of the notice to the offender at the time and place of the violation, the copy shall be mailed or delivered by the state code enforcement officer, or by the head of his department or by any person authorized by such department head, to the offender's last known address, within 15 days after the violation. The notice as so mailed shall be deemed sufficient notice, and a certificate of the person so mailing such notice that it has been mailed in accordance with this section shall be *prima facie* evidence thereof. The notice shall be executed in triplicate. Whoever, upon request of any state code enforcement officer, refuses to state his name and address, or if he states a false name and address, or a name and address which is not his name and address in ordinary use, shall be punished by a fine of not more than \$200.

(b) The state code enforcement officer shall indicate on the notice of violation that the violation is either: (1) a written warning; or (2) a code violation. If the notice is for 1 or more code violations, the state code enforcement officer shall indicate on the notice the scheduled assessment for each violation alleged. If the notice of violation is for a continuing condition, the state code enforcement officer shall indicate that the condition must be corrected within 24 hours of receipt of such notice. Failure to correct the condition within 24 hours may serve as grounds for criminal prosecution pursuant to section 34C of chapter 148.

(c) If the notice is for 1 or more code violations, the alleged violator shall, within 21 days of the receipt of the notice either: (1) pay in full the scheduled assessment in accordance with the instructions on the notice of violation; or (2) request a hearing before a clerk magistrate of the housing court within the county in which the alleged violation occurred, by submitting the notice by mail, personally or by authorized person to the housing court. If the alleged violator requests a hearing before the clerk magistrate as prescribed, the clerk magistrate shall schedule a hearing not later than 45 days after receiving such hearing request. The clerk magistrate shall duly notify the alleged violator and the state code enforcement officer of the date, time and location of the hearing. The code enforcement officer who issued the notice of violation may appear personally at said hearing or may designate another person from his department or district to prosecute the case who is also empowered to enforce such building or fire code, as the case may be. Such hearing by the clerk magistrate shall be informal and the formal rules of evidence shall not apply.

(d) Any person aggrieved by a decision of the clerk magistrate, after a hearing, may appeal to a single justice of the housing court and shall be entitled to a hearing before a single justice of the court. The aggrieved person shall file such appeal within 10 days after receiving notice of the decision from the clerk magistrate who conducted the hearing. The decision of the single justice shall be final.

(e) Any person who has received a notice of violation issued in accordance with this section who, within the prescribed time fails to pay the scheduled assessment or fails to exercise his right to request a hearing before the clerk magistrate or who fails to appear at the time and place of the hearing, shall be deemed responsible for the code violations, as stated in the notice of violation and such finding of responsibility shall be considered *prima facie* evidence of a finding of responsibility for such code violation in any civil proceeding regarding the violation and shall be admissible as evidence in a subsequent criminal proceeding. If the condition which caused the notice of violation to issue continues, the finding of responsibility, accompanied by a sworn affidavit of the issuing state code enforcement officer relating the relevant details of the violation, may be used as *prima facie* evidence in any proceeding to suspend or revoke any license, permit or certificate issued by the city, town or the commonwealth, including the state fire marshal or the commissioner of public safety relative to the building, structure or premises pending the correction of the condition.

Section 4. The state fire marshal, commissioner of public safety, the chief administrative justices of the district and housing court departments, respectively, and the president of the Massachusetts Municipal Association board of directors shall jointly prescribe

standardized notice of violation forms provided for in sections 2 and 3 of this chapter which shall be uniform throughout the commonwealth. The forms, which may be modified periodically, shall clearly state the procedures, rights and obligations of alleged violators who receive such notices. The commissioner of public safety shall provide such forms to be used by local code enforcement officers to each municipality throughout the commonwealth. The charge for each such form shall be no greater than the actual cost incurred by the commissioner to produce such form.

Section 5. All fines, penalties or assessments in actions under this chapter, brought by a local code enforcement officer, shall be paid to the general fund of the city or town in which the violation occurred. Such city or town shall earmark such fines, penalties or assessments collected for enforcement, training and education of fire prevention officers, building inspectors, and the stipend for municipal hearing officers, which shall be not less than \$2,500 a year. All fines, penalties or assessments in actions brought under this chapter by a state code enforcement officers shall be paid to the commonwealth and shall be forwarded to the department of fire services as revenue to the General Fund and shall be assigned to the department's retained revenue account for the purposes of enforcement, training and education of state code enforcement officers.

SECTION 8. Notwithstanding any general or special law to the contrary, there is hereby established a special committee for the purposes of making an investigation and study of the feasibility of creating a mandatory municipal fire inspector certification program. The committee shall consist of the members of the Massachusetts Fire Training Council, established under the provisions of section 165 of

chapter 6 of the General Laws, the Massachusetts Fire Service commission, established under the provision of section 165B of said chapter 6 and the state fire marshal or his designee.

SECTION 9. The secretary of public safety, or, as directed by the secretary, the head of a department, division or agency within the executive office of public safety, shall promulgate rules and regulations to effectuate the following:-

- (1) establishing a nightclub fire safety training program and training materials for employees of every building or structure, or portions thereof, of public assembly with a capacity of 100 persons or more, designed or used for occupancy as a nightclub, dance hall, discotheque, bar or for similar entertainment purposes;
- (2) establishing and promoting education relative to the proper use and storage of all forms of fire extinguishers and other similar fire suppressant apparatus for the owners, lessees or mortgagees of all buildings certified under the state building code;
- (3) establishing methods for the proper tracking and certification of pyrotechnic displays, usage of fog, hazing or other fog producing apparatus in all places of public assembly, improving luminescence of egress routes and the widening or upgrading of main exit doors in places of public assembly, establishing requirements that "balanced design" be employed in future construction of larger entertainment venues, such as theatres, convention centers and arenas and establishing standards, based on current technology and science, on the proper use of fire resistant acoustic materials in all places of public assembly.

(4) establishing an advisory council on fire safety building materials for the purpose of incorporating comprehensive flame-retardant material standards into state building codes and to recommend to the state board of building regulations and standards flame-retardant material standards to be incorporated as emergency amendments into the state building code. Such standards may incorporate the use of fire resistant coating. For the purposes of this section, "fire resistant coating" is defined as a coating that has attained both the room corner test FM 4880 or UL1715 or NFPA 286 on plywood and ASTM E-119 on numerous substrates found in general building construction.

The secretary of public safety shall establish, in conjunction with the executive office of economic affairs, methods for owners, lessees, or mortgagees in possession of a building or structure, or portions thereof of public assembly with a capacity of 100 persons or more, designed or used for occupancy as a nightclub, dance hall, discotheque, bar or for similar entertainment purposes to install automatic sprinklers at discounted rates including, but not limited to, no-interest or low-interest loans and insurance cost containment measures.

SECTION 10. On or before June 1, 2005, the secretary of the executive office of economic affairs shall file with the house and senate committees on ways and means and with the clerks of the house of representatives and the senate a plan to reduce for owners the costs associated with implementing section 5 including, but not limited to, programs utilized by the Title V program and low-interest loans and tax credits.

SECTION 11. Any owner of a building, structure or portions thereof subject to the provisions of the second paragraph of section 26G 1/2 of chapter 148 of the General Laws shall submit plans and specifications for the installation of an adequate system of automatic sprinklers to the head of the fire department and the local building inspector or inspector within 18 months of the effective date of this act and shall install an adequate system of automatic sprinklers within 3 years of such effective date. The head of the fire department may allow a reasonable extension of time, not to exceed 1 year, to comply with said section 5 if the owner has timely submitted the required plans and specifications, has entered into an existing contract for the installation and clearly documents or shows that he did not cause the delay of installation.

For the purpose of this section the words "adequate system of automatic sprinklers" shall include: (i) a working automatic sprinkler system; (ii) fire alarm system control equipment which provides notice of an emergency within a place of assembly; and (iii) adequate monitoring of and reporting of any activation of the automatic sprinkler system and fire alarm equipment, in accordance with the state building code in effect at the time of the installation of such system and equipment.

SECTION 12. Section 7 of this act shall take effect on March 1, 2005.

Approved August 17, 2004.