

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday March 13, 2023

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/81756905501>

Meeting ID: Dial into meeting: 817 5690 5501 +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:00 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Selectboard Minutes from March 6, 2023
3. 6:00 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. 6:02 Sewer Commissioner, Chelsey Little
 - Discharge Permit Report Monthly Summary
 - Execute EPA Permit Signatory Request, Tim Little
 - Execute MOU with Franklin County Solid Waste Management District (FCSWMD) Outside Sludge
 - Consider rescinding American Rescue Plan Act (ARPA) Funds for Screw Pump Project- Total to date (\$800,000 - \$26,500 encumbered for engineering = \$773,500) update
 - Authorization to apply for USDA Forest Service Grant: Wood Innovations Projects-CWF Boiler Replacement Project
 - TPO Magazine Article Interview Update
 - Registration for Assembly: WPCF Second Annual Earth Day Celebration, Friday April 22, 2023 1:00-2:00PM
5. 6:30 Senator Comerford
 - Discuss legislative priorities and requests for 2023
6. 7:00 Rachele Ackerman, Associate Director, Musica Franklin
 - Request for Entertainment License at Unity Park, May 20, 2023, 12:00 PM to 6:00 PM
7. 7:05 FCRHRA-Brian McHugh
 - Authorize Payment #7 to Berkshire Design Group, in the amount of \$2,926.00 for professional landscape architectural, civil engineering and land surveying services for the **FY21 MONT CDBG** Avenue A Streetscape Phase III Continuation Project.
8. 7:10 Town Clerk Office and Staff Transition
 - Plan for Physical Space
 - Discuss Town Clerk Hiring Process
 - Staffing Plan and Related Budget Impact/Request
9. 7:20 Personnel Board
 - Proposed Final Collection System Lead Operator Position Description
 - Update on Heavy Equipment Lead Operator Position Description

Montague Selectboard Meeting

March 13, 2023

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Personnel Board Continued:

Signing of Integrated Collective Bargaining Agreements:

- New England Police Benevolent Association Local 183 Patrol and Detectives
- New England Police Benevolent Association Local 184 Sergeants
- United Electrical, Radio and Machine Workers of America Local 274
- National Association of Government Employees Local R1-325

Reminder: Employment Contract Renewals

- Steven Ellis, Town Administrator
- Chris Bonnett, Police Lieutenant
- Chesley Little, CWF Superintendent

10. 7:40 Review of Capitol Requests and ARPA Commitments
- Capital Project Cost Updates
 - Rescind library main branch feasibility planning appropriation \$32,250 (Otherwise appropriated at March STM)
 - Montague Center Park Cost Estimate
 - 11th Street Bridge Repairs
11. 7:55 FY24 Budget Review, Steve Ellis
- Review of Departmental Budget Requests
 - Review Finance Committee Recommendations Relative to Allocation of Overlay Surplus and Unused Free Cash
12. 8:10 FirstLight Power FERC Relicensing Settlement agreement
- Update on Settlement Process outcomes and Timeline
 - Review of Currently Proposed Recreation, and Flows and Fish Passage Agreements
 - Discussion of Process if No Settlement is Reached
13. 8:25 Assistant Town Administrator, Walter Ramsey
- Consider Next Steps in Trinity Health New England Conveyance of the "Farren Care Center Property"
14. 8:35 Town Administrator Report
- Congressionally Directed Spending Award for Avenue A Streetscape Improvements
 - Topics not anticipated within the 48 hour posting

OTHER:

Next Meeting: Selectboard, Monday, March 20, 2023 at 6:30 PM via ZOOM

Montague Discharge Permit Results February 2023

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.60
BOD mg/L	30 mg/L (Average Monthly)	41.9 *1st 1/2 month 149% increase
BOD % Removal	>/= 85.0% (Average Monthly)	92.1%
TSS mg/L	30 mg/L (Average Monthly)	25.1
TSS % Removal	>/= 85.0% (Average Monthly)	96.0%
pH Low	6.0 SU (Daily)	6.44
pH High	8.3 SU (Daily)	7.57

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)
 BOD=Biochemical Oxygen Demand
 TSS= Total Suspended Solids
 pH= potential hydrogen (acid/base scale)
 SU= Standard Units
 mg/L= milligram per liter

Agency: *EPA Region 01 - New Hampshire and Massachusetts*
 Subscriber Agreement Number: *e6207a8f-e575-4f0e-ae58-f426de9a65b8*
 Generated On: *2023-02-28 11:45:52.862*
 Account Reference: *310021*

NetDMR Subscriber Agreement Instructions Page

This form can be used for permits issued by: EPA Region 01 - New Hampshire and Massachusetts, hereafter referred to as "the Regulatory Authority".

A. Signatory Authority Information

The Signatory Authority is the individual that intends to sign DMRs and signs this Subscriber Agreement in Section E.

User Name: LITTLETIM
Subscriber Name: Tim Little
Organization: Montague Water Pollution Control Facility
Email Address: wpcf.foreman@montague-ma.gov
Phone Number: (413) 773-8865

B. Permit Information

Signing privileges are requested for the following permits:

Permit ID	Facility Name	Facility Address	Relationship	Authorized By
MA0100137	MONTAGUE W P C F	34 GREENFIELD ROAD MONTAGUE, MA 01351	Parent	Richard Kuklewicz

C. Terms and Conditions

- **PURPOSE:** This agreement creates a legally binding obligation for the signer of the Agreement (the Responsible Official and/or Signatory Authority) to abide by the terms and conditions for use of the NetDMR System, and memorializes a mutual understanding that the signer of this agreement is as legally bound, obligated, and responsible by use of the assigned electronic signature as by a hand-written signature.
- **ACCEPTANCE & EFFECT:** Acceptance of this agreement by the Regulatory Authority shall be evidenced by notice from the Regulatory Authority, provided electronically, that this agreement has been approved.
- **SUBMITTAL & RECEIPT:** A Document shall be deemed to have been submitted when it is accessible to the Regulatory Authority. A document shall be deemed to have been received

when it can be fully processed. No document shall satisfy any reporting requirement until it is received.

- **VERIFICATION:** In accordance with the associated certification statement, the signer of the Agreement is responsible for the truth and accuracy of the content of each submission. The signer of the Agreement also has an affirmative obligation to check the accuracy of the document as received by the Regulatory Authority and to notify the Regulatory Authority promptly if the document was sent without authorization or differs in substance in any way from the document that was submitted.
- **INABILITY TO TRANSMIT OR FILE REPORTS ELECTRONICALLY:** No party shall be liable for any failure to perform its obligations in connection with any Electronic Transaction or any Electronic Document, where such failure results from any act or cause beyond such party's control which prevents such party from electronically transmitting or receiving any Documents, except that the signer of the Agreement (Responsible Official and/or Signatory Authority) is nonetheless required to submit records or information required by law via other means, as provided by applicable law and within the time period provided by such law.
- **SEVERABILITY:** Any provision of the Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- **TERMINATION AND RENEWAL:** The Agreement may be terminated at any time by the Regulatory Authority. Upon termination of this agreement, the associated ability to submit electronic information through the NetDMR system will be terminated. The Regulatory Authority will provide notification of termination, including the date on which termination takes effect. A new Responsible Official and/or Signatory Authority must resubmit this form at the time that a new permit application is submitted or when Responsible Official and/or Signatory Authority responsibility transfers from one person to another.
-Note: Termination of this agreement may eliminate the ability to comply with permit requirements for any continuing operations. Paper DMR Reports will only be accepted under this permit where the permittee has provided sufficient justification and obtained prior approval from the Regulatory Authority.

D. Responsible Official Authorization

The Responsible Official is the appropriate individual identified under 40 CFR §122.22(a) with the authority to sign permit applications, reports, and other permit-required submittals (e.g., DMRs). The Responsible Official can also delegate the authority to electronically sign DMRs to a duly authorized representative(s) as described in 40 CFR §122.22(b).

Permit ID(s): MA0100137

I, Richard Kuklewicz Chair, have the authority to enter into this Agreement for MONTAGUE W P C F and Permit ID MA0100137 under the applicable standards. I request EPA Region 01 - New

Hampshire and Massachusetts grant Tim Little the ability to submit DMRs for Permit ID MA0100137.

Responsible Official Name: Richard Kuklewicz
Title: Chair
Phone Number: 413-863-3200
Email Address: richardk@montague-ma.gov

Responsible Official Signature

Date

E. Signatory Authority Signature

The Signatory Authority is the NetDMR user that submits this agreement to request approval to electronically sign DMRs. The Signatory Authority has the authority to sign DMRs under 40 CFR §122.22(a) or is a duly authorized representative(s) who has been delegated the authority to electronically sign DMRs by the Responsible Official as described in 40 CFR §122.22(b).

Permit ID: MA0100137

I, Tim Little, am authorized by the signatory authority named in Part D of this document, who does have the authority under the applicable standards, to enter into this agreement for MONTAGUE W P C F and Permit ID MA0100137.

By submitting this application for MA0100137, I, Tim Little, have read, understand, and accept the terms and conditions of this subscriber agreement. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Title: Foreman

Signatory Authority Signature

Date

Print this form, save a copy for your records, and mail to:

EPA Region 01 - New Hampshire and Massachusetts

Attn: Diane Castricone

Environmental Protection Specialist - EPA Region 1

5 Post Office Square, Suite 100 (OES04-3)

Boston , MA 02109-3912

Checklist - Regulatory Authority Use Only:

Check	Information	Name	Date
	Form Received by		
	Verified ICIS-NPDES Permit Limits		
	Regulatory Authority Approves NetDMR Authorization		
	ICIS-NPDES NetDMR Flag Populated		
	User Approved in NetDMR Application		
	Notification to User		
	Inactivated?		

Franklin County Solid Waste Management District

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



117 Main Street, Second Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
franklincountywastedistrict.org • info@franklincountywastedistrict.org

**AGREEMENT BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE DISTRICT
AND
THE TOWN OF MONTAGUE**

This agreement is executed this _____ day of March 2023 by and between the Franklin County Solid Waste Management District ("District") and Town of Montague.

WHEREAS, the District manages a regional sludge disposal contract for area municipalities, and,

WHEREAS, the Town of Montague will accept municipal wastewater treatment sludge at the Montague Clean Water Facility (CWF) from some or all of these municipal facilities,

THEREFORE, the District and Town of Montague agree to the following terms and conditions:

1. The Town of Montague CWF may select which District facilities meet its standards for sludge composition and percent solids.
2. The Town of Montague CWF will work directly with the District's contracted hauler, Wall Trucking, to arrange the volume and schedule of sludge delivered to the facility. All loads will be approved for delivery by an employee of the CWF.
3. All sludge delivered under this agreement shall be recorded by facility.
4. The Town of Montague CWF will charge the District a variable rate per wet ton depending on the percent solids content of each facility. The costs will be mutually agreed upon.
5. The Town of Montague CWF will invoice the District monthly. The District will pay the Town of Montague within 45 days of receipt of the CWF's invoice.
6. This agreement shall remain valid until June 30, 2023. This agreement may be terminated prior to June 30, 2023 if the CWF is no longer accepting sludge from outside facilities or for other reasons associated with the operation of the CWF.
7. Amendments may be made to this agreement by mutual consent and in writing.

In witness whereof, the Franklin County Solid Waste Management District and Town of Montague have respectively caused this agreement to be duly signed and executed as of the date and year first written above.

TOWN OF MONTAGUE

FCSWMD

Jan Ameen, Executive Director

PLEASE REMIT PAYMENT TO:

Wright-Pierce
Department 2100 | PO Box 986500
Boston MA 02298-6500
(207) 725-8721

Camden National Bank
ABA Routing No. 011201458
Account No. 15505735
a-r@wright-pierce.com

RECEIVED

MAR 03 2023

Attention: Chelsey Little
Superintendent
Town of Montague, MA
One Avenue A
Turners Falls, MA 01376

Invoice : 0000226808
Invoice Date : 3/3/2023
Due Date : 4/2/2023
Project : 21095
Project Name : Montague, MA - Tech School
Pump Station Upgrade

For Professional Services Rendered Through 2/24/2023

Tech School Pump Station Upgrade

	Fee	Available	Billings		
			To Date	Previous	Current
A - Study	6,500.00	11.52	6,488.48	6,488.48	0.00
B - Additional Services	20,000.00	11,297.77	12,562.88	8,702.23	3,860.65
<i>Total Labor</i>		3,860.65			
			Current Billings		<u>3,860.65</u>
			Amount Due This Bill		<u>3,860.65</u>

Lisa M. Muscanell-DePaola

Pump St. Replacement Exp.
366-5-440-5800-001

ARPA Spending Strategy 03.09.2023

ARPA= American Rescue Plan Act of 2021

Draft for Discussion Purposes 2,400,000 total available

Encumbered Projects						
Category	Project	Vote	Appropriation	Actual Spent	Status	Funding leveraged
Infrastructure/ Wastewater	Vactor truck		400,000	400,000	purchase complete	
Infrastructure/ Wastewater	Montague City Road Emergency Sewer Repair	11/1/2022	165,000	153,881	project complete	
Infrastructure/ Wastewater	Screw Pump Replacement		800,000	26,500	engineering in progress	USDA RD grant. Reflects design contract with Wright-Pi
Infrastructure/ Wastewater	Draft Long Term Control Plan for wastewater collection		49,000	49,000	project complete	
Infrastructure/ Wastewater	wastewater collection engineering assessment		250,000	80,000	project in process	\$150,000 in CWT grant
Facilities	Main Branch Feasibility planning	12/19/2022	35,250	0	ON HOLD	Not needed- funds approved at STM 3/2/23
Economic Development Recovery	Trash Receptacles	12/19/2022	15,000	15,000	project in process	
Economic Development Recovery	Holiday lights		20,000	20,000	purchase in process	
Economic Development Recovery	Winter Parking signs		10,000	10,000	purchase in process	
Economic Development Recovery	Avenue A Streetscape Design	3/6/2023	46,800	46,800	under contract	\$975,000 Congressional Earmark for construction
Health	COVID Test Kits		18,450	18,450	purchase complete	
total encumbered			1,809,500	819,631		
ARPA Funds Remaining			590,500	1,580,369		

POTENTIAL PROJECTS

Economic Development/Recovery	Approximate Budget
Falls Festival	\$20,000
Public Art Implementation	\$50,000
Cultural Council matching funds (2 yrs)	\$17,000
DPW message board signs	\$37,750
Social Services Gap funding (2 quarters)	\$40,000
	\$164,750
Wastewater Infrastructure	
Septage Receiving Station Upgrade	\$264,000
Rough Terrain Vehicle	\$25,000
	\$289,000
Town Hall	
Parking Lot Reconstruction	\$200,000
Annex Roof Solar	\$200,000
Annex Meeting Room and ADA Bathrooms	\$500,000
Main Office Interior Upgrades	\$150,000
	\$1,050,000
Other	
DPW Roof Solar	700,000
Montague Center Town Hall Windows	150,000
Montague Center Town Hall Roof Replacer	200,000
Montague Center Park Improvements	\$1,570,250
11th Street Bridge Repairs	\$100,000
Health Emergency set aside	\$100,000
Canal District North End Renewal	?
	2,720,250

TOTAL SPENDING BY CATEGORY

	Actual spent	Percentage of total	Potential spending
Infrastructure/ Wastewater	\$709,381	72	\$289,000
Economic Development Recovery	\$256,550	\$26	\$164,750
Facilities	0	0	\$3,770,250
Health	18,450	2	100,000



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: Montague Clean Water Facility

Address of applicant: 34 Greenfield Rd, Montague MA

Phone # of applicant: 413-773-8865

Name of organization: _____

Name of legally responsible person: Chelsey Little

Location of assembly: 34 Greenfield Rd, Montague MA

Date of assembly: April 22, 2023

Time of assembly: Begin: 10:00 am End: 12:00 pm

Number of expected participants: 20

If a procession/parade:

Route: one-way through facility

Number of people expected to participate: 20

Number of vehicles expected to participate: 10

Subject of demonstration: Third Annual Earth Day Celebration

- Self guided tour through facility
- Demonstration table
- Goodie bags for kids - Raffle

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: _____

Possible Montague FY23-24 Legislative Priorities

- **Exiting Civil Service.** Our special legislation to exit the police department from civil service was left to die with the expiring session. We have extremely limited options for onboarding new officers, with very few civil service candidates and rare opportunities for lateral transfers.
- **Demolition Support – Strathmore Mill.** Market conditions on the western route 2 corridor differ from much of MA. Our landscape is dotted with mills that are in no way viable. We need a once in a generation program to deal with the issue – a well-funded program to demolish old industrial complexes that have been found undevelopable through objective assessment, with priority for those posing imminent risk to the environment, social/cultural, and economic assets.
- **Continuation of Beneficial Municipal Grant Programs.** Montague has made extensive use of programs such as Complete Streets, MVP, Community Compact Best Practices, and the ADA planning and project grant program; as well as programs under the umbrella of Community One Stop for Growth. These programs incentivize and support essential improvements.
- **State-level incentives for professional municipal training and service.** Like other entities, municipalities are struggling to identify and recruit qualified staff. We would benefit from stronger programs/opportunities to support the development of a range of staff positions.
- **Thoughtful approach to the expiration of the remote meeting allowance.**
 - Opinions vary relative to whether fully remote meetings should continue, but at minimum, OML rules should be revised to better accommodate remote participation of members, allowing chairs to lead remotely and allowing for a remote quorum. It encourages civic participation.
 - At the same time, it is imperative that no new mandates be created relative to requiring video hybrid options for all without substantial funding and technical support to ensure communities are prepared to provide that level of access.
- **Support the Cost of New Election Requirements.** Communities are strained under the weight of new and well-intended election requirements that add substantial cost. A study of which reforms are working effectively to support voter participation and at what cost should be conducted and policies and supportive funding shifted in accordance with findings.
- **Enhance Support for Maintenance of Roads and Bridges.**
 - Increase Chapter 90 to \$400M annually, and index it to MassDOT construction inflation data.
 - Create a companion program to Ch90 focused on bridge maintenance alongside technical assistance to advance Town's understanding of how to address deficiencies noted on MassDOT municipal bridge inspection reports.
 - Lessen unnecessarily rigorous design standards!
 - Creates systematic opportunities for municipalities to share their priorities relative to DOT bridge repair and replacement project priorities.
- **Wastewater Infrastructure.**
 - Institute programs to support capital planning for wastewater collection systems and facilities.
 - Fund rural wastewater infrastructure, including replacement of combined collection systems.
 - Support community compliance with new regulatory requirements prior to implementing them.

**TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR**

Date of Application: 12/30/2022 Date Approved: _____ Fee: _____

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2023 during the following hours:

May 20, 2023

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from: 12:00	to: 6:00 pm
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? yes no

This is an annual renewal? yes no

1. NAME OF APPLICANT: Musica Franklin, Inc. TELEPHONE: (413) 475-6681

2. D/B/A: _____

3. PREMISES: Unity Park BUSINESS PHONE: _____

4. The specific categories of licensed entertainment sought to be approved are:

possibly Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV possibly Television/Cable Pool Tables

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

- Dancing by patrons size of floor _____
- Instrumental Music number of instruments & amplifiers up to 45 acoustic instruments, fewer than 5 amplifiers _____
- Live Vocalists number of persons/type of show up to 45 youth chorus, various other artists with up to 5 vocalists _____
- Exhibition type _____
- Trade Show type _____
- Athletic Event type _____
- Play type _____
- Readings of Poetry or other _____
- New Years Eve "after midnight entertainment" _____

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

Outdoors: Size of area to be used: Playground and immediately adjacent areas Available Parking: Unity Park lots

Alcohol to be served: NO

Applicant Signature

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

Board of Health Date

Fire Department, Chief Date

Police Department, Chief Date

Board of Selectmen, Chairman Date



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 # 2022-108-7
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

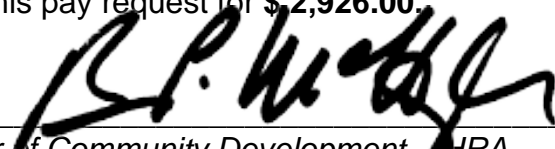
Date: March 6, 2023

Total Contract	30,000.00
Total Paid to Date:	19,000.00
Balance:	11,000.00
This Invoice #7	2,926.00
Balance:	8,074.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period January 1, 2023 to February 24, 2023.

See attached invoice #7 dated 03/03/23 in the amount of \$2,926.00	FY21MONT \$2,926.00
--	--------------------------------

I reviewed these invoices on 03/06/23 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$ 2,926.00**.



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 # 2022-108-7

March 3, 2023

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 January 1, 2023 to February 24, 2023:

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	63.30%	13.30%	\$2,926.00
	<u>\$30,000.00</u>			
Subtotal Task Charges				\$2,926.00
INVOICE TOTAL				\$2,926.00

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.



TOWN CLERK'S OFFICE

TOWN OF MONTAGUE

One Avenue A

Turners Falls, MA 01376

413-863-3200, Ext. 203

townclerk@montague-ma.gov

Debra A. Bourbeau

Town Clerk

Kathern F. Pierce

Asst. Town Clerk

Town Clerk - Revised Budget Explanation

FY24

Considering Deb's retirement from her role as town clerk this coming June 30th – the town clerk's budget has been revised to reflect that Deb has agreed to help mentor and train the two new employees that will be hopefully hired as of July 31st in the town clerk's office. The revised budget includes 500 hours at a rate of \$44.17 per hour throughout fiscal year 2024.

Not knowing whether the office will be able to successfully hire both the new assistant town clerk and the new administrative assistant by the target date of July 31st remains to be seen and therefore will need Deb to pitch in and help assist Kathern, (Beanie as we all know and love her), in the day-to-day functions.

After the successful hiring of the two new positions, Deb will be assisting in the extensive training of the assistant town clerk and the administrative assistant while Kathern, (Beanie), continues to concentrate on her own role as the new town clerk.

EXPENDITURES		Budget FY22	Actual FY22	Budget FY23	Expended thru 12/31/2022	FY24 Level Services Request	FY24 BOS Recommend	FY24 BOS & Fin Comm Recommend
5111	Wages Full Time	123,870	124,075.49	128,444	60,864.74	169,758		
5113	1st Registrar	525	525.00	525	262.50	625		
	2nd Registrar	525	525.00	525	262.50	625		
	3rd Registrar	525	525.00	525	262.50	625		
5124	P/T Wages Temp	4,098	7,815.42	25,500	14,259.99	20,000		
5132	Overtime							
5144	Longevity	300	300.00	300	300.00	300		
	TOTAL PERSONAL SERVICES	129,843	133,765.91	155,819	76,212.23	191,933		-
5247	Software and Storage Support	6,395	5,384.20	10,190	2,988.00	13,573		
5248	Office Equipment R & M	500	65.00	500		500		
5305	Printing/Bookbinding	4,500	6,625.16	7,000	453.04	9,000		
5314	Seminars	300	250.00	300		300		
5315	Other Professional/Technical	3,600	5,741.86	6,700	3,480.88	6,700		
5344	Postage	3,850	4,762.44	5,850	5,583.84	7,400		
5345	Advertising	100		100		100		
5420	Office Supplies	4,000	3,162.79	5,500	1,431.23	5,800		
5430	Food for Pollworkers			1,300	771.74	900		
5581	Subscriptions/Books	275	157.40	275	143.00	275		
5599	Clerk Equip < \$2K					4,250		
5710	Travel	1,500	1,884.92	2,000	50.31	2,000		
5730	Dues & Memberships	110	170.00	110		110		
5740	Insurance	200	200.00	200	100.00	200		
	TOTAL EXPENSES	25,330	28,403.77	40,025	15,002.04	51,108		-
	TOTAL TOWN CLERK	155,173	162,169.68	195,844	91,214.27	243,041	243,041	243,041
Change						47,197	24.10%	

25-Jan added equipment exp (computers, furniture) for new employee

There is a four-year election cycle that keeps repeating.

Elections FY

3 2023,2027,2031,2035,2039

2 2024,2028,2032,2036,2040

3 2025,2029,2033,2037,2041

1 2026,2030,2034,2038,2042

Revised 3/9/23 after notice of TC retirement 6/30

Date of Hire	Title	Grade/Step 7/1/2023	Hourly Rate	Hours	Total Annual	DOH	Svc FY24
12/29/1997	Town Clerk	G5			72,450.00		
	Town Clerk BOR Stipend				900.00		
	MGL Ch41:19K Stipend						
	Rehired Annuitant (Deb B)		44.17	500	22,085.00		
12/8/2014	Assistant Town Clerk	D5	24.96	1,680.00	41,932.80		9
new hire	Admin Asst	B-1	19.28	1,680	32,390.40		
					169,758		Total

EXPENDITURES	Budget FY23	Request FY24	\$ Change	% Change	Explanation
5111 Wages Full Time	128,444	169,758	41,314	32.16%	Add Full Time Position at B-1 (\$19.28 hr.)
5113 1st Registrar	525	625	100	19.05%	Registrars asked for a raise due to
2nd Registrar	525	625	100	19.05%	2024 elections
3rd Registrar	525	625	100	19.05%	
5124 P/T Wages Temp	25,500	20,000	(5,500)	-21.57%	
5144 Longevity	300	300	-		
5247 Software and Storage Support	10,190	13,573	3,383	33.20%	Now Includes Archive Socail - Social Media and
5248 Office Equipment R & M	500	500	-		
5279 Custodial Services	-	-	-		
5305 Printing/Bookbinding	7,000	9,000	2,000	28.57%	VBM Ballots - EVI-P Ballots
5314 Seminars	300	300	-		
5315 Other Professional/Technical	6,700	6,700	-		VBM Ballots - postage increase of 3%
5344 Postage	5,850	7,400	1,550	26.50%	now includes postage for dog licenses
5345 Advertising	100	100	-		
5420 Office Supplies	5,500	5,800	300	5.45%	now includes supplies for dog licenses
5430 Food for Pollworkers	1,300	900	(400)	-30.77%	
5581 Subscriptions/Books	275	275	-		
5599 Clerk Equip < \$2K	-	4,250	4,250	100.00%	new staff person
5710 Travel	2,000	2,000	-		
5730 Dues & Memberships	110	110	-		
5740 Insurance	200	200	-		

TOWN OF MONTAGUE
FINAL DRAFT FOR SELECTBOARD REVIEW JOB DESCRIPTION

POSITION TITLE:	Collection System Lead Operator	DATE:	March 2023
DEPARTMENT:	Department of Public Works	GRADE:	E
REPORTS TO:	DPW Superintendent	FLSA:	Non-Exempt

Statement of Duties

Position is responsible for leading implementation of the department's maintenance of the Montague collection system inclusive of its wastewater and stormwater systems, catch basins, and related structures. Regular responsibilities to include the identification of required work activities, implementation and documentation of required maintenance, and lead-level support for incident-based and routine reporting related to the collection system. This position will maintain regular and effective communication between the DPW and the Clean Water Facility on areas of mutual operational concern.

At the discretion of the DPW superintendent or Foreman, when time allows this position will assist with other DPW activities in a fashion similar but not limited to that of a Truck Driver/Laborer. This may include providing semi-skilled and unskilled labor in areas of maintenance and repair for the Public Works Department. These additional responsibilities will reasonably include ensuring the safety and cleanliness of town streets and roadways, ensuring the proper working condition of equipment and supplies, and performing a variety of equipment operation, maintenance and repair duties.

Supervisory Responsibilities

Employee leads an in-field staff as may be assigned by the DPW Superintendent or DPW Foreman to operate and maintain equipment and systems related to the collection system and catch basins and any related structures. According to established procedures and rules, employee is responsible for establishing work procedures and performance standards related to collection system maintenance, scheduling work, assigning and reviewing work, providing employee performance feedback, new employee orientation, and training. The employee may assist with staff recruitment. The employee elevates reports of employee performance to the DPW Superintendent but does not have decision making authority relative to these matters.

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

Supervision/Guidance Received

Employee plans, prioritizes, and performs work in accordance with standard practices and previous technical training. Employee is expected to solve problems by interpreting instructions accordingly, and by applying known collection system maintenance and tracking techniques and reporting requirements to the performance of work related to the collection system and related structures. Instructions for new assignments or special projects usually consist of statements of

Collection System Lead Operator
 Department of Public Works
 March 2023

TOWN OF MONTAGUE JOB DESCRIPTION

desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with supervisor. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy, regulatory, or other requirements; the methods used in arriving at the result are not usually reviewed in detail.

Job Environment

Position responsibilities require knowledge of regulations, and the use of judgment and initiative, to perform maintenance, reporting and supervisory functions. Work requires examining, analyzing and evaluating facts, and circumstances surrounding individual projects or situations, and determining actions to be taken within the limits of standard or accepted practices. Employee is expected to resolve problems using judgment to analyze situations and determine appropriate actions. Errors can result in delay of work projects, poorly constructed and maintained roadways and facilities, damage to costly equipment, damage to public safety, misuse of manpower and materials and legal repercussions.

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

Position Functions

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

Essential Functions

1. Responsible for implementation of required maintenance and improvements to the collection system and related structures, including routine requirements prescribed by policy or regulation, and emergency situations as may arise.
2. In collaboration with other staff, maintains the town's collection system, monitors equipment; builds and maintains catch basins; installs, rebuilds or replaces sewer lines, storm drainage lines and manholes.
3. Confers with the DPW superintendent and DPW Foreman to identify and prioritize needed maintenance and improvements as related to the collection system and related structures.
4. In collaboration with the DPW Superintendent, advises Town departments and boards regarding maintenance and improvement needs of the collection system and its related structures in support of capital project planning.

Collection System Lead Operator
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**TOWN OF MONTAGUE
JOB DESCRIPTION**

5. Collects and inputs routine and ad hoc/emergency reporting data to ensure compliance with policies and regulations. Reports developed for state or federal agencies are to be reviewed and submitted by the DPW superintendent, unless in-field reporting is time-sensitive. In these instances, the DPW Superintendent will perform post hoc review and issue any needed revisions as needed.
6. Conducts regular required and event-prompted inspections of CSO structures, CSO outfalls, the Millers Falls Flume and the Avenue A Buffer Line.
7. Inspects and operates the Avenue A Buffer Line in response to CSO or other events. Ensures proper cleaning and maintenance. Consults with CWF staff prior to evacuating the buffer line.
8. Conducts investigative operations to diagnose collection system function, including but not limited to dye testing, smoke testing, and CCTV camera work.
9. Identifies potential vendors and seeks quotes as needed. Coordinates with vendors to ensure that work performed on the collection system and its related structures is accomplished as per contract.
10. Has site control while in the field performing inspections, cleaning, and routine maintenance of the collection system and its related structures. In-field supervision will be performed in collaboration with the DPW Foreman in those instances where there is an overlap in responsibilities, with the DPW Foreman having final supervisory responsibility.
11. Operates and provides training to others in relation to specialized vehicles and equipment, including GIS and other computer-dependent reporting systems, required to maintain the collection system and related structures.
12. Enters data into computer database related to catch basin locations, sewer flow data, marking out deadheads, and separating out sewer from storm drainage lines, and any other similar tasks.
13. Maps location of sewer collection lines for flow and size of pipes.
14. Maintains collection system-related web page including CSO/SSO Notification/Advisory pages to ensure timely updating in accordance with policy and regulations.
15. Additional responsibilities may include those tasks regularly or occasionally performed by other members of the DPW staff for which the individual is qualified to perform, similar but not limited to responsibilities outlined in the DPW Truck Driver Laborer job description.
16. Operates a variety of vehicles and equipment including motor driven vehicles and equipment including trucks with a rated capacity of more than 26,001 lbs., vac truck, sewer cameras, sewer rodder, loaders, backhoes, dump trucks, pavers, and jackhammers; ensuring that all safety precautions are followed.

Collection System Lead Operator
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**TOWN OF MONTAGUE
JOB DESCRIPTION**

17. Performs CDL circle check; lubricates, adds oil, inflates tires and otherwise services equipment to ensure proper operation; reports any malfunctions to supervisor, and may assist in making minor repairs and maintenance.
18. Prepares for and responds to seasonal challenges including snow removal, snow and storm water, flooded areas, construction projects, and repair and maintenance of equipment and machinery.
19. As requested, participates in all snow and ice removal operations and other emergencies declared by the department.

Recommended Minimal Qualifications

Education and Experience

A candidate for this position should have a High School diploma or equivalent, and 3 to 5 years or more experience in a similar position, including experience with use of computer programs and software, operation of heavy equipment, trucks, and construction work or equivalent education and experience. Experience operating a sewer vac truck and robotic sewer camera strongly preferred.

Additional Requirements

A candidate for this position is required to have a valid Class B commercial driver's license (CDL), and an air brake endorsement within 90 days of hire, and able to obtain a hoister's license within a year.

- Must be able to obtain NASSCO Certification in the following areas within one year of hire: Pipeline Assessment Certification (PACP), Lateral Assessment Certification (LACP) and Manhole Assessment Certification (MACP)
- Must be able to obtain Grade III Collection System License.

Knowledge, Skills and Abilities

A candidate for this position should have knowledge of:

- Materials, methods, and current practices essential to the maintenance of town collection system and related structures.

Skill in:

- Ability to supervise a maintenance task or work site
- Safe and effective equipment, materials and vehicle operation techniques
- Proficiency with computer and web-based software

Collection System Lead Operator
Department of Public Works
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**TOWN OF MONTAGUE
JOB DESCRIPTION**

And ability to:

- Read, interpret and explain maps and engineering plans, understand complex codes and regulations
- Follow directions and instruct others
- Maintain records and prepare reports
- Update computer based data systems

Tools and Equipment Used

Equipment operated includes trucks in excess of 26,001 lbs, light truck, automobile, heavy equipment, light equipment, pneumatic tools, power tools, hand tools and office machines.

Physical Requirements

The employee is frequently required to stand, walk, sit, speak, hear, use hands to operate equipment, and drive motor equipment during work hours. The employee regularly lifts or carries up to 60 pounds and occasionally lifts up to 100 pounds. Normal vision is required for this position.

Work Environment

Employee works at loud construction sites and is exposed to outdoor weather conditions, fumes and/or airborne particles, wastewater, moving mechanical parts and extremes of temperature constantly; high places, toxic and/or caustic chemicals, occasionally.

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

Approved:

Town Administrator

Date _____

Selectboard Chair

Date _____

Collection System Lead Operator
Department of Public Works
March 2023

AGREEMENT

BY AND BETWEEN

THE TOWN OF MONTAGUE

AND

**THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC.,
LOCAL 183**

ON BEHALF OF

**THE POLICE OFFICERS IN THE MONTAGUE POLICE DEPARTMENT
Patrol and Detectives**

JULY 1, 2022 – JUNE 30, 2025

Final Agreement for Signature

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THE TOWN OF MONTAGUE, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT, made and entered into at Montague, Massachusetts, by and between the Town of Montague, “the Town” or “the Employer,” and the New England Police Benevolent Association, Inc., Local 183, located in Chelmsford, Massachusetts, hereinafter designated and referred to as “the Union,” which is an employee organization acting as the agent of the Employees in the bargaining unit, hereinafter designated and referred to as “the Employees.”

WITNESSETH

WHEREAS, in the manner and to the extent provided in this Agreement, the Town, the Union and the Employees desire to enter into an agreement relating to wages, hours and other conditions of employment.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the performance by each of the Parties of the terms and provisions of this Agreement, all as hereinafter set forth, the Town, the Union and the Employees hereby mutually and jointly agree as follows:

ARTICLE 1 **SCOPE OF AGREEMENT**

SECTION 1:

It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, to the Employees and to the Town, pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements concluded among the Parties during said negotiations are fully stated in this Agreement.

SECTION 2:

The Union, the Employees and the Town agree that during the term of this Agreement, all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the provisions of this Agreement. Neither the Union nor the Town shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement; provided, however, that nothing in this Article shall in any way limit or restrict the rights and duties prescribed in the Grievance Procedure.

SECTION 3:

Except as otherwise specifically provided, the provisions of this Agreement shall apply only to the Employees who are in the current employ of the Department on and after the execution of this Agreement.

SECTION 4:

No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Town and by the Union. The work rules of the Department, attached as Appendix B, will not be changed without mutual agreement, it being understood that this does not prevent the Department from adding new rules on matters not already covered.

SECTION 5:

By mutual agreement, in writing, between the Employer and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations.

SECTION 6:

The failure by the Town, the Department or the Union in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provision.

ARTICLE 2
RECOGNITION

SECTION 1:

Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the community and the national interest, and that the legitimate and mutual interests of the Employees and the residents of the Town of Montague are directly related to the quality and efficiency of the facilities operated and the services provided by the Town, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the Town, the Union and the Employees; to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time; to provide for the performance of work by the Employees in a conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure the continuity of operations, facilities and services under the jurisdiction of the Town.

SECTION 2:

Each of the Parties to this Agreement agrees that it is the duty of the Town, the Union and the Employees to cooperate fully, faithfully, individually and collectively in the observance of the provisions of this Agreement. In recognition of the principle of a fair day's work for a fair day's pay, and for the purpose of improving efficiency in the administration of the facilities operated and the services provided by the Town, each Employee pledges that he will cooperate with the Town in conserving materials, tools, equipment and other property, aiding and encouraging reliable attendance, and in complying with the policies, procedures, regulations and standards described by the Town.

SECTION 3:

The Police Department and the Chief of Police of the Town of Montague will be designated and referred to as "the Department" and "the Chief" respectively. Local Union No. 183 of the New England Police Benevolent Association, Inc. will be designated and referred to as "Local 183" or "the Union."

ARTICLE 3
UNION RECOGNITION

SECTION 1:

Subject to the terms and provisions hereinafter provided, and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Town during the term of and to the extent provided in this Agreement, recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment in the bargaining unit consisting of full-time police patrol officers, excluding the Police Chief, sergeants and all commissioned officers, managerial, confidential and all other Employees of the Town of Montague.

SECTION 2:

Recognizing that the principal duties, functions and responsibilities of the members of the Department are to provide for the safety of the residents of the Town, and that the adequate and continuous performance of these duties, functions and responsibilities is indispensable to the public safety and welfare, it is agreed that nothing in this Article 3 or in this Agreement shall, in any way, limit or restrict the right of the Ranking Officers or the Special Police, to perform the work usually performed by the Patrol Officers or Ranking Officers, or the right of the Selectboard or the Chief to order the Ranking Officers or the Special Police to perform said work unless specifically modified by another Article of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS CLAUSE

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; lay off because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Selectboard and Police Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example, but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of Employees, the work functions and the technology of performing them;
- to determine the numbers, types and grades of positions or Employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried out;
- to manage and direct Employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign Employees;
- to transfer, temporarily reassign or detail Employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion and retention of Employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications;
- to lay off Employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of Employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;

- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate;
- to suspend, demote, discharge or take other disciplinary action against Employees;

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in the Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The Parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

ARTICLE 5 **DUES DEDUCTION**

The Employer agrees to deduct the monthly membership dues in such amounts as determined by the Union from wages of each Employee who is a member of the Union and who has executed and submitted to the Employer an authorization form for such deduction.

The Employer shall deduct such amounts in weekly deductions and shall remit on a monthly basis to the Comptroller-Treasurer, New England Police Benevolent Association, Inc., 7 Technology Drive, Suite 102, Chelmsford, Massachusetts 01863.

It is specifically understood and agreed that the Town of Montague, its officers and agents shall be saved harmless for such deductions under those circumstances as provided by the General Laws of the Commonwealth, Chapter 180, Section 17G.

ARTICLE 6
NO STRIKE, NO LOCKOUT

During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, withholding of services or interference or interruption with the operations of the Department by any Employees or the Union; and there shall be no lock-outs by the Employer.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes between any other persons (or other employers or unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and claim by either Party against the other for a violation of this Article shall be subject to arbitration as provided for in Article 9 of this Agreement.

ARTICLE 7
UNION CONFERENCE LEAVE

The Department will allow two delegates to attend the NEPBA meeting, which shall occur once every four (4) years, for a period of three (3) consecutive days. The Employee will be protected against any loss of earnings if any of the meeting days coincide with the Employee's regular work schedule.

ARTICLE 8
BULLETIN BOARDS

The Employer shall provide a bulletin board at a location to be designated by the Employer, on its premises, for the purpose of posting official union notices only. Said notices shall not be of a controversial or political nature, nor contravene the Grievance Procedure or other provisions of this Agreement, and shall be submitted to the Employer's designated representative before posting.

ARTICLE 9
ADJUSTMENT OF GRIEVANCES

SECTION 1:

The Town, the Union and the Employees agree that in the manner and to the extent provided in this Article, the exclusive method for the adjustment, processing and settlement of a grievance as defined in this Article is and shall be in accordance with the grievance and arbitration procedures prescribed in this Article. A grievance is defined as a claim or a dispute between the Town and either an Employee or the Union, pertaining to the application of or compliance with the express provisions of this Agreement. The Town, the Union and the Employees agree to observe and follow the procedure prescribed in this Article and, subject to the provisions herein, to be bound by any decision which shall be made in accordance with said procedure.

SECTION 2:

The grievance shall be in writing and signed by the aggrieved Employee on a form furnished by the Department and delivered to the Chief. The written grievance shall state the available facts concerning the alleged dispute, the provisions of this Agreement allegedly violated and the relief desired by the aggrieved Employee.

A grievance which is not presented to the Chief as provided in this Paragraph within five (5) days, exclusive of Saturdays, Sundays and the legal holidays named in Article 22, after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.

SECTION 3:

Except as otherwise specifically provided in this Agreement, a grievance as defined herein and otherwise subject to this Agreement, shall be processed in accordance with the following Grievance Procedure:

STEP ONE: Within five (5) days, exclusive of Saturdays, Sundays and the legal holidays named in Article 22, after the filing of the written grievance, a meeting will be held between the aggrieved Employee and the Chief, at which, at the request of the aggrieved Employee, one (1) representative of the Union may be present. In the event of the absence of or disability of the Chief, the person designated by him shall act in his behalf. Within five (5) days, exclusive of Saturdays, Sundays and the legal holidays, after the conclusion of the discussion between the Chief and the aggrieved Employee, the Chief or his designated representative, as the case may be, shall advise the aggrieved Employee, in writing, of the decision of the Chief concerning the grievance,

bearing in mind that the best interests of the Department and of the public safety must be protected.

STEP TWO: If the decision of the Chief does not resolve the grievance, or if the Chief does not answer in the five (5) day period, the grievance may, within an additional five (5) day period be presented to the Selectboard by notifying the Executive Assistant in writing. Within five (5) days of receipt of such notice, the Board will meet with the Grievant and the Union representative(s) and within five (5) days of the close of the meeting, the Board shall issue its decision on the grievance, in writing.

By mutual agreement, in writing, between the Employer and the Union, two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group or class of Employees, may be consolidated and processed as a single grievance; provided, however, that such procedure shall be subject to all the provisions of this Article. The Town or Department may institute a grievance by a notice, in writing, to the Union. Within five (5) days after mailing of said notice, the grievance shall be discussed by the Chief or his designated representative and a representative of the Union. If, within five (5) working days after said discussion, the grievance is not settled to the satisfaction of the Chief, the grievance may be submitted to arbitration by the Town or the Department in the manner provided herein.

SECTION 4:

A grievance, which is not settled after the completion of the Grievance Procedure prescribed herein, may be submitted to arbitration in accordance with the following procedure:

- (a) The request for arbitration may be made by the Union or by the Department, by notification in writing to the other Party, within five (5) working days after the date of final determination under the Grievance Procedure, as provided in Section 3, above.
- (b) Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, One Center Plaza, Suite 300, Boston, Massachusetts 02108, for the appointment of a panel of arbitrators and a copy of said request shall be simultaneously mailed to the other Party, unless during the said

ten (10) day period, the Department and the Union mutually agree upon an arbitrator.

- (c) The request for an arbitration shall state the provision of this Agreement allegedly violated and shall state the remedy or the relief sought by the Party requesting arbitration.
- (d) Within twelve (12) working days after the mailing by the American Arbitration Association (AAA) of a panel of suggested arbitrators, the representatives of the Department and of the Union shall select an arbitrator in accordance with AAA's Labor Arbitration Rules.
- (e) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the questions which are submitted; provided, however, that the arbitrator shall not have any authority to establish salaries or wage rates or conditions of employment; or add to, subtract from, modify or otherwise change the terms or provisions of this Agreement. The arbitrator shall not be empowered and shall have not jurisdiction to infringe upon or to limit the managerial functions, rights and responsibilities of the Chief or of the Town, or to base his Award on any alleged practices or oral understandings which are not incorporated in writing in this Agreement. The arbitrator may not award back pay or any other form of compensation for any period beginning earlier than ten (10) days prior to the filing of the written grievances as provided in Step Two, herein. The arbitrator shall not be empowered and shall have not jurisdiction to substitute his judgment or discretion for the judgment or discretion of the Department or of the Chief, in any case where the judgment or discretion is retained by or given to the Town, the Department or the Chief, under a provision of the Law. Subject to the provisions of this Article, the arbitrator shall have the authority to award compensatory damages.
- (f) The arbitrator shall mail a written decision simultaneously to the Department and to the Union within fifteen (15) days after the final submission. Subject to the provisions of Section 4(e) of this Article, the decision by the Arbitrator shall be final and

conclusively binding upon the Department, the Union and the aggrieved Employee or Employees.

- (g) The expense of the arbitration and the expenses directly related to the arbitration hearing shall be shared equally by the Town and by the Union except for witness and transcription costs.

SECTION 5:

By mutual agreement, in writing, between the Department and the Union, a grievance, otherwise subject to the Grievance Procedure and otherwise subject to this Agreement, may be directly submitted to arbitration as provided herein. The Parties need not arbitrate and will not be bound by any arbitration award involving a matter also subject to potential Civil Rights, Civil Service, Retirement Board or Massachusetts Labor Relations Commission litigation, unless the Party is first satisfied that such other procedures and avenues of litigation have been effectively waived by the affected Employees and by the other Party on a form agreeable to the Parties.

SECTION 6:

Except where an extension of time has been sought and obtained, the time limits herein are considered as maximum. If either of the Parties fails to or does not comply with the time limitations provided in Section 2 of this Article, then the grievance moves to the next Step.

SECTION 7:

The breach of any of the provisions of this Agreement shall, at the option of the Department, terminate the obligation of the Department to process a grievance or to arbitrate a dispute underlying the breach while the breach continues; provided, however, that the fact of the occurrences of said breach shall be subject to arbitration as provided in Section 4 of this Article.

ARTICLE 10
SENIORITY

Seniority for Civil Service issues will be calculated in accord with Chapter 31 of the General Laws. Seniority for the purpose of contractual benefits, for example shift bids, overtime opportunities and choice of vacation, will be calculated from the last date of hire, except as otherwise expressly stated in this Agreement.

ARTICLE 11
REDUCTION IN FORCE PROCEDURE

Layoff and recall of Employees as a result of a reduction in force shall be in accordance with Civil Service Rules and Regulations unless otherwise lawfully modified by this Agreement.

ARTICLE 12
PROBATIONARY PERIOD

SECTION 1:

Service as a police officer in Montague before attending the Academy shall be counted toward the officer's 1-year probation period in accordance with G.L. c. 31, §61. During this probationary period, the Employer may discharge and terminate employment in its sole judgment, without recourse by said Employee or the Union; and the Employer's action shall not be subject to the Grievance Procedure or arbitration provisions of this Agreement.

SECTION 2:

During the probationary period, the Employee will not acquire any seniority but will be entitled to receive pay for any of the holidays, vacations and/or other benefits set forth in this Agreement that fall within probationary period, unless modified by another Article of this Agreement. Probationary Employees will not be promoted unless there is no other non-probationary Employee applicant.

SECTION 3:

Officers who enter the Academy following appointment without active service as an appointed regular patrol officer shall be compensated at Step 1 of the wage scale set forth in Appendix A.

SECTION 4:

An officer employed prior to attending the Academy shall be paid at the probationary rate, and such time shall count toward seniority and Step movement; this allows an officer with more than six (6) months' pre-Academy service and a total of twelve (12) months' service to be paid at Step 1 even though he/she remains in probationary status. Academy time does not count toward seniority and Step movement.

SECTION 5:

In consideration of the Town investment for an Employee's Academy training, an Employee shall reimburse the Town for part of the investment if he/she leaves Town employment to accept another police-related position in Massachusetts, or within fifty (50) miles of the Town border, as follows: \$9,000 for resignation immediately after Academy completion, such amount decreasing at the rate of \$250 per each month served in the Town.

SECTION 6:

An officer who transfers into the unit will be paid at a Step which, by mutual agreement of the Town and the Union, properly reflects his/her total years of comparable service as a full-time police officer.

ARTICLE 13
JUST CAUSE

The Employer will not discipline any Employee without just cause, nor will the Employer discriminate against any Employee with respect to promotion or assignment because of race, creed, color, sex, union membership, handicap, age or sexual orientation as protected under state and federal statutes. Any arbitrator or state agency with duly established jurisdiction under this Agreement that finds an officer has been demoted, suspended or discharged without just cause shall have the authority to reverse or modify any penalty and make the officer whole.

ARTICLE 14
HOURS OF WORK

SECTION 1:

Except those employees assigned to an administrative schedule (5 and 2), the weekly work schedule for each Employee will be based on a four-and-two (4-and-2) scheduling technique. It is expressly understood that, except for employees assigned to an administrative schedule, the weekly compensation received by the Employees under this Agreement will be based on a weekly average of the Employees' base yearly salary. Employees assigned to an administrative schedule shall be compensated for 40 hours per week. Each Employee's weekly schedule will be determined by the Chief of Police.

SECTION 2:

All work performed in excess of eight (8) hours in a given day, when approved by the Chief of Police or his designee, will be compensated for at one and one-half (1½) times the Employee's hourly rate.

SECTION 3:

All work performed beyond an Employee's regularly assigned work week will be paid at one and one-half (1½) times the Employee's hourly rate.

SECTION 5:

For the purpose of compliance with the Fair Labor Standards Act, the Department will be on a 28-day payroll period. This provision shall not affect the other overtime provisions in this Agreement.

ARTICLE 15
CALL-BACK TIME

The Town agrees to maintain the current Departmental policy of guaranteeing a minimum of three (3) hours' pay at one and one-half (1½) times the Employee's regular hourly rate for all call-back assignments.

ARTICLE 16
COMPENSATORY TIME

By mutual agreement between the Town and an Employee, an Employee who has worked overtime may be granted compensatory time off in lieu of pay for the overtime. The time granted shall be calculated at the rate of one and one-half (1½) hours for each overtime hour worked.

An Employee can bank no more than two hundred (200) hours of compensatory time. Upon separation from employment, regardless of the reason, all banked compensatory time will be paid off to the Employee, or the estate in case of death, at the hourly rate in effect for the Employee at the time of the separation or death.

The Employee may access his/her banked compensatory time for use under the same conditions as are in effect for personal leave, provided that the use does not cause overtime cost to the Town, nor create a shortage of officers that would create an emergency situation for the Town or a serious safety issue for the remaining officers.

ARTICLE 17
OUTSIDE DETAILS

Outside detail pay will be the top sergeant's overtime rate plus Two Dollars (\$2.00), rounded to the nearest dollar. Time and one-half of the outside detail rate shall be paid for time worked beyond eight (8) hours and also for weekends and holidays. There shall be a four (4) hour minimum for all details, and an officer held over the scheduled detail hours shall be paid a minimum of four additional (4) hours. If a detail is requested by a vendor with less than four (4) hours' notice, any work performed shall be paid at time and one-half the regular detail rate. Details canceled within three (3) hours of the scheduled reporting time will result in the assigned officer receiving four (4) hours of detail pay."

School Functions and Town DPW Jobs: Employees will receive their overtime rate with a three (3) hour minimum for school functions and street work where DPW Employees are performing the work. Thirty Dollars (\$30.00) per hour with a three (3) hour minimum will be paid to reserve officers and officers not in this bargaining unit.

ARTICLE 18
SHIFT ASSIGNMENT

The Parties to this Agreement recognize that the principal factor in shift assignments is the efficiency of the Police Department. The Chief of Police, in making such shift assignments, will give consideration to an Employee's particular abilities and qualifications, physical condition and length of service. Requests for change in shift assignment will be processed annually and be effective each January 2; provided, however, that the Chief of Police remains the final authority, solely in his discretion as to the exercise of the above in making any and all shift assignments, with the understanding the Chief's assignments, if thought to be arbitrary or capricious, are subject to challenge through the Grievance Procedure.

The Parties further agree that the provisions of this Article will also be applied to the filling of permanent vacancies and promotional positions.

ARTICLE 19
LONGEVITY PAY

The following amounts will be payable on the Employee's anniversary date of employment, except that an Employee appointed as a full-time police officer after June 30, 1993 shall not be eligible for this benefit if he/she elects to receive incentive pay under Article 27 of the Agreement; and officers hired after July 1, 2004 shall not be eligible for this benefit:

(1)	Two Years	\$300.00
(2)	Five Years	\$400.00
(3)	Ten Years	\$500.00
(4)	Fifteen Years	\$600.00
(5)	Twenty Years	\$700.00
(6)	Twenty-five Years	\$800.00
(7)	Thirty Years	\$900.00

Upon retirement, an eligible Employee will receive a payment pro-rated from his/her anniversary date of employment.

ARTICLE 20
UNIFORM ALLOWANCE

The Employer will during the life of this Agreement maintain a uniform allowance policy for the purchase or maintenance of police uniforms or approved court attire. The amount of money available to each Employee will be subject to the following limit:

Eleven Hundred Dollars (\$1,100.00)

All uniforms purchased will comply with standards established by the Chief of Police, which shall be listed and made available to the officers annually. It is expressly understood that all clothing and/or equipment (including cell phones) purchased with Town funds are and will remain the property of the Town of Montague. The uniform allowance will be increased to cover additional costs caused by any change by the Town in the standard uniform.

Up to twenty-five percent (25%) of the annual uniform allowance may be used toward membership fees in an approved health club membership and/or shooting range fees.

Once an officer has given notice of resignation or retirement, he/she will no longer be eligible for the benefits under this Article.

ARTICLE 21
VACATIONS

SECTION 1:

Vacation leave is earned by each officer at the following rates for each period of continuous active paid service:

During the officer's 1 st year, including Academy:	One (1) day per each ten (10) weeks, up to a maximum of five (5) days.
During the officer's 2 nd through 4 th years:	On each anniversary date, the officer is credited with two (2) weeks of vacation he/she will earn during the following twelve (12) months.
During the officer's 5 th through 9 th years	Three (3) weeks credited.
During the officer's	Four (4) weeks credited.

10 th through 14 th years:	
During the officer's 15 th year and each year thereafter:	Five (5) weeks credited.

Vacation shall not accrue after the fourth (4th) week that an officer is on unpaid leave or I.O.D. leave. Any adjustment of leave shall be made at the next anniversary date, or the date of termination, if earlier.

SECTION 2:

Compensation for annual vacation will be granted to Employees who separate their employment with the Town; said compensation to be determined according to accumulated time. Vacation leave taken but not yet earned by an officer who retires, resigns or is otherwise terminated shall be deducted as an offset from any monies then owed to the officer.

SECTION 3:

For the purpose of this Article, a week is expressly understood to consist of five (5) scheduled work days.

SECTION 4:

Vacations will be scheduled by the Chief of Police, and may be taken only at a time approved by the Chief. All vacation time must be taken within twelve (12) months of its being credited or such additional time that remains in the fiscal year in which the twelve (12) month period ends. Any accumulated time in excess of two (2) weeks not taken by that date shall be lost except that the Chief, for good reason, may approve a written request that excess vacation be carried over and used in the next fiscal year.

An officer will not be permitted to work any job on his vacation days or any regular scheduled days off between vacation days unless called in because of an emergency. Emergency can include calling in officers on vacation when no other officer, regular or special, is available to work.

SECTION 5:

Employees shall be allowed to receive compensation in lieu of vacation days in the following manner:

- An Employee with less than 5 years of service.....0 days
- An Employee with 5 but less than 10 years of service.....3 days
- An Employee with more than 10 years of service.....5 days

ARTICLE 22
HOLIDAYS/BEREAVEMENT LEAVE

SECTION 1 – HOLIDAY LEAVE – FULL-TIME EMPLOYEES:

- (a) Holiday leave shall be granted with full pay for all full-time Employees for the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas	Juneteenth

- (b) Employees assigned to a 4 and 2 schedule will receive eight (8) hours' pay at their straight-time rate in addition to their regular weekly pay for each holiday in Section (a), even though he/she performs no work on that holiday, provided he/she has worked the scheduled day preceding and the scheduled day following the holiday, unless he/she has been excused by the Chief of Police for a bona fide illness on either or both of these days, subject however to Paragraph (d) of this Article. Employees assigned to an administrative schedule (5 and 2) shall receive one day of paid leave on each of the holidays listed above.
- (c) Officers who actually work said holiday will get an additional eight (8) hours' pay at straight-time.
- (d) Holiday pay shall not be paid to an Employee who is on an unpaid leave of absence.
- (e) If an Employee scheduled or assigned to work on one (1) of the paid holidays fails to work on said holiday, unless excused for a bona fide illness supported by proof that the Employer may require, he/she shall forfeit holiday pay and be subject to disciplinary action.
- (f) If a holiday falls within an eligible Employee's vacation period, he/she shall be paid for the unworked holiday in addition to vacation pay, provided he/she works his/her last scheduled work day prior to the beginning of the vacation and his/her first scheduled work day after

his/her vacation period ends, unless excused by the Chief for illness or for other legitimate reason. Such absence must be documented by whatever proof the Employer may require.

- (g) Holiday pay received under the provisions of this Article will be in addition to compensation due for any work actually performed on the holiday (see Item (c)).

SECTION 2 – BEREAVEMENT LEAVE – FULL-TIME EMPLOYEES:

Full-time Employees shall, in the event of death in their immediate families, as defined herein, be granted up to a maximum of five (5) days with pay, due to absence from their regularly scheduled days of work, up to and including the day of the funeral, and also a subsequent day of interment if it should occur. For the purpose of this Section, “immediate family” means: spouse, child, parent, parent-in-law, brother, sister and grandparent. Employees claiming the foregoing shall provide reasonable written proof of death, and give any supporting proof that the Employer may request upon return from bereavement leave. In the event of the death of any other relative, the Employee shall be granted one (1) day of time off with pay to attend the funeral or other service.

ARTICLE 23
PERSONAL LEAVE

Each full-time Employee will be allowed up to four (4) days per year awarded on the officer’s anniversary day, not to be deducted from sick leave and not to accumulate from year to year. Unused personal days are to be paid at the end of the year at Seventy-five Dollars (\$75) each. A new Employee shall accrue one (1) personal day for each four (4) months of non-Academy service. Said personal leave is to be taken in whole or in half-day increments and is subject to adequate prior request to the Chief to allow scheduling of substitute coverage and for the following reasons:

- (1) Court appearances.
- (2) Mortgage closings.
- (3) Medical appointments for spouse and children.
- (4) Children’s graduations.
- (5) Children’s weddings.
- (6) Other acceptable reason as determined by the Chief.

ARTICLE 24
COURT APPEARANCES

An Employee who, while off duty, is required by the Employer to appear as a witness for the Commonwealth of Massachusetts in a criminal proceeding in a District, Juvenile or Superior Court shall be paid for not less than four (4) hours at his/her time and one-half rate of pay if the appearance is not cancelled before the close of business for the District Attorney's Office on the day before the scheduled Court time.

ARTICLE 25
SICK LEAVE/PARENTAL LEAVE

SECTION 1:

Sick leave is earned by each officer at the following rates for each period of continuous active paid service:

During the officer's 1 st year, including Academy:	One (1) day per each five (5) weeks, up to a maximum of ten (10) days.
On each anniversary date of hire:	The officer is credited with fifteen (15) days of sick leave he/she will earn during the following twelve (12) months.

Sick leave shall not accrue after the fourth week that an officer is on unpaid leave or I.O.D. leave. Any adjustment of sick leave shall be made at the next anniversary date, or the date of termination, if earlier. Sick leave taken but not yet earned by an officer who retires, resigns or is otherwise terminated may be deducted as an offset from any monies then owed to the officer.

SECTION 2:

Unused sick leave may accumulate to a maximum of 195 days, in addition to the current year's credit.

SECTION 3:

Sick leave is available for use as follows:

- (a) By an officer unable to work due to sickness or injury or by exposure to contagious disease, but not injury sustained in other employment;
- (b) Employees eligible for and entitled to at least three (3) days of sick leave may use said three (3) days' sick leave for required care of an immediate family member. A physician's verification may be required by the Chief of Police and additional days may be granted at the discretion of the Chief, and based on said verification;
- (c) Parental Leave as provided under Section 7 of this Article.

SECTION 4:

- (a) Sick leave records shall be maintained by the Department on a form provided for this purpose.
- (b) Each day's sick pay will be calculated based on an Employee's straight-time hourly rate of pay. Sick leave is to be taken in whole-day or half-day increments.
- (c) Notification of absence due to illness must be made as early as possible on the first (1st) day of absence to the Chief of Police.

SECTION 5:

Should the Chief of Police, with the approval of the Selectboard, feel that it may be necessary, he may require, at the Town's expense, an examination by a physician of their choice, and the results of this examination may determine the continuation of paid sick leave.

SECTION 6:

Upon an Employee's retirement, the Town will buy back twenty-five percent (25%) of unused sick leave at the retiree's straight-time day rate. The amount of the buyback shall not exceed \$3,500.

SECTION 7 – PARENTAL LEAVE:

An eligible Employee who has completed at least three (3) months of employment is entitled to eight (8) weeks of parental leave as provided under the Massachusetts Parental Leave Act (M.G.L. Chapter 149, Section 105D) for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the Employee who is

adopting or intending to adopt a child. Eligibility and administration of such leave is determined as provided under the law. The Employee shall give at least two (2) weeks' notice to the Employer of the anticipated date of departure and the Employee's intention to return, or provide notice as soon as practicable if the delay is for a reason(s) beyond the individual's control. The Employee shall be accorded full pay and benefits under the period of such leave to the extent he/she has available sick leave, vacation or personal leave to apply to the absence.

At the expiration of the parental leave, the Employee shall be restored to his/her previous position or similar position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave Employees in the same or similar position in the Department have been laid off through no fault of their own, the Employee on leave will be extended the same rights or benefits, if any, to Employees of equal length of service in the same or similar position in the Department.

Parental leave of up to twelve (12) weeks per year is available to all officers who qualify therefor under the Family and Medical Leave Act.

ARTICLE 26 **INSURANCE**

SECTION 1:

The Town of Montague maintains a contributory group insurance plan, which plan shall continue its coverage for eligible Employees covered by this Agreement, to the extent such plan is maintained by the Town of Montague. Hospital/Medical Insurance and Life Insurance Plans shall be offered to all full-time Employees of the Department in accordance with the plan in effect by the Town of Montague.

SECTION 2:

The Town shall establish and maintain an Insurance Advisory Committee pursuant to General Laws Chapter 32B, and may implement changes in the Hospital/Medical/Life insurance plans after complying with the provisions of the law for Committee consultation; provided, however, that the Union shall have the right to appoint a representative of its selection as a member of the Committee.

SECTION 3:

The Employee contribution toward health insurance premiums will be twenty percent (20%), with the remaining eighty percent (80%) to be paid by the Town.

ARTICLE 27
INCENTIVE PAY

SECTION 1:

The Town will pay an incentive pay to all full-time members who have successfully completed the Academy for earned college education credits according to the following schedules and requirements applicable only to base hourly rates. The provisions of this Article shall not apply to overtime, holidays, extra-duty coverage or any other compensation outside of the Employee's normal scheduled hours.

Courses to be taken to fulfill requirements for incentive pay must be presented for the Selectboard's approval in advance of undertaking same. Degrees must be obtained in the field of criminal justice, law enforcement or job-related field approved by the Selectboard.

To claim eligibility for this incentive pay benefit, the officer involved must submit proper transcripts from an accredited college in order to document the satisfactory completion of the course(s) involved and certification from the State Board of Education must be obtained.

Base salary increases for permanent full-time officer(s) who has commenced the program leading to a degree after September 1, 1976 is to be granted according to the following schedule:

- Ten percent (10%) for an Associate's Degree or sixty (60) points earned toward a Baccalaureate Degree.
- Twenty percent (20%) for a Baccalaureate Degree.
- Twenty-five percent (25%) for a Master's Degree or Law Degree.

It is further understood by the Parties that such percentage increase shall in total, including any previously earned increase, not exceeding fifteen percent (15%) for an Associate's Degree, twenty percent (20%) for a Baccalaureate Degree, thirty percent (30%) for a Master's Degree or Law Degree and that only one (1) Degree will be recognized for incentive pay purposes.

SECTION 2:

As an incentive for officers to maintain a high level of physical fitness, the Town will provide a bonus of Five-Hundred Dollars (\$500.00) to each Employee who passes a Town-designated physical fitness test in any year. The Town shall be the sole decision-maker as to the contents, grading and passing standards for the test.

The test shall be voluntary and no Employee shall be required to take the test nor disciplined for failure to take or pass the test. No grievance may be filed with respect to any test-related issue arising out of this section; provided, however, that it is understood that the actual taking of the test shall be considered to be in the line of duty for purposes of M.G.L. Chapter 41, Section 111F.

ARTICLE 28
INJURY LEAVE

The Town will comply with the provisions of M.G.L. Chapter 41, Section 111F respecting officers injured on duty. An officer whose I.O.D. leave exceeds four (4) weeks in length will thereafter not continue to accrue leave or vacation benefits, but shall not lose any leave or vacation benefits accrued and unused up to that date. After the four (4) weeks, the officer shall not be entitled to shift differential pay and any uniform allowance shall be reduced pro-rata.

ARTICLE 29
LEAVE WITHOUT PAY

Leave without pay may be granted to Employees with extended illness, military leave in excess of two (2) weeks, and other legitimate reasons approved by the Chief of Police, subject to final approval by the Selectboard.

It is further understood that an Employee who is granted leave without pay under the provision of this Article will receive no other benefits and all time spent under such leave will not be counted toward the Employee's seniority or length of service as applied in other Articles of this Agreement.

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrent as both FMLA and contractual leave, and the more liberal provisions shall apply.

ARTICLE 30
PYRAMIDING OF PAY

No Employee shall be entitled to premium and overtime pay or the duplication of premium pay, or the payment of benefits for the same time worked.

ARTICLE 31
MISCELLANEOUS

SECTION 1:

Each Employee, whether actually working or on a leave of absence, shall keep the Department advised, on a form furnished by the Department, of his/her correct address and telephone number, if he/she has a telephone or has the use of a telephone. The mailing of a notice to the address furnished to the Department by an Employee, as provided in this Paragraph, shall be deemed to be compliance by the Department with any provision of this Agreement which requires notice to an Employee.

SECTION 2:

The Union and the Employees recognize (1) the necessity that the Employee report for work regularly and on time, and (2) that absenteeism and tardiness seriously affect the efficient operation of the Department. An Employee who is not able to report for work at the scheduled starting time on a day on which he/she is scheduled to work shall notify the Department as far in advance as possible, and in any event, not less than one (1) hour prior to the scheduled starting time. In the event of continued tardiness, absenteeism or the failure to comply with the provisions of this Paragraph by an Employee, the Department may invoke disciplinary action, including reprimand, suspension or discharge, and such Employee shall not be entitled to the benefits of sick leave as provided for any period of absence which is not reported to the Department within the time prescribed in this Article.

SECTION 3:

The Employer will, during the life of the Agreement, maintain current Town policy for mileage reimbursement for Employees who, with Department approval, use their personal automobile while in the performance of their regularly assigned duties.

SECTION 4:

The members of the Montague Police Department and the New England Police Benevolent Association, Inc. acknowledge the fact that they, as a body, accept and adhere to the tenets of community policing, a philosophy and an organizational strategy that promotes a new partnership between the citizenship and police. Community policing is based on the premise that both the police and the community must work together to identify, prioritize and solve contemporary problems such as crime, drugs, fear of crime, social and physical disorder and overall neighborhood decay, with the ultimate goal of improving the quality of life in the community.

ARTICLE 32
SUBSTANCE ABUSE

The purpose of this program is to establish the fact that the Town of Montague and its Employees have the right to expect a drug-free environment in the workplace. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency.

No drug testing of Employees shall be permitted on a random or universal basis, except as hereinafter provided. Testing shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. It is recognized that the drug and alcohol testing constitutes an investigation and therefore the Employee's *Weingarten* rights apply with regard to all drug and alcohol testing issues. Drug and alcohol testing shall be permitted based upon the reasonable suspicion standard hereinafter provided. Immediate testing shall be permitted and the results shall be held in confidence, subject to the Review Committee's decision as hereinafter provided.

The Chairman of the Selectboard or, in his absence, his nominee, the Department head, or designee in the Department head's absence, shall provide a suspected Employee and the Union (officer designated by the Union), if applicable, with a written report evidencing their reasonable suspicion within a reasonable time in advance of the proposed test.

The Employee may initiate a review of the directive to be tested. The directive shall be reviewed by a Committee of four (4), comprised of two (2) full-time Union officials, Town Counsel or his nominee, and an individual with training in drug/alcohol, agreed upon by both Union and management.

The Committee will review evidence brought against the suspected Employee, and only after a majority of members of the Committee vote in favor shall testing be required or confirmed. Three (3) or more members shall constitute a quorum. The Committee shall meet and vote within two (2) days of notice to the Union.

The Employee shall be provided with a test sample at the time the testing is conducted. Testing to be performed is to be the more expensive, highly accurate nature, so as not to subject the Employee to more stress and embarrassment from a false positive result of the less expensive test.

The Parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the Employee and only members of management and Union officials with a compelling need for this information.

The following information shall be provided to the Employee:

1. A copy of the testing program procedures.
2. A description of the sample-gathering protocol.
3. A list of tests to be used.
4. The name and location of the laboratories to be used.
5. The test results in writing with an explanation of what the results mean.

The basis for the directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating an Employee's condition are the following:

- | | | |
|----|------------------|--|
| 1. | Balance: | sure/unsure/questionable |
| 2. | Walking: | steady/unsteady/questionable |
| 3. | Speech: | clear/slurred/questionable |
| 4. | Attitude: | cooperative/uncooperative/questionable |
| 5. | Eyes: | clear/bloodshot/questionable |
| 6. | Odor of alcohol: | none/strong/questionable |

It is required that the observations of these objective facts by a supervisory Employee be documented in a form signed by the supervisor. In addition, there should be a place on the form for the supervisor to document other relevant facts, such as admissions or explanations by the Employee concerning his/her condition.

Reasonable suspicion shall be based on information of objective facts obtained by the Town and the rational inference(s) which may be drawn from those facts.

The credibility of sources of information whether by tip or informant, the reliability of the facts of information, the degree of corroboration, the results of

Town inquiry and/or other reasonable factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all-inclusive examples of such circumstances:

1. An Employee deemed impaired or incapable of performing assigned duties.
2. An Employee experiencing excessive vehicle or equipment accidents.
3. An Employee exhibiting behavior inconsistent with previous performance.
4. An Employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
5. An Employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

If the Review Committee concludes that further drug screening by means of urinalysis is warranted, such testing shall be conducted immediately or within three (3) months on a random basis as determined by the Town in the Town's sole discretion and on Town time. If these procedures are not followed, Employees may refuse to submit to the test without being disciplined. Alcohol testing shall be performed without Committee review based upon reasonable suspicion as hereinbefore provided.

If drug testing is warranted, an Employee may voluntarily participate in a rehabilitation program as a substitute for the said permitted three (3) months random testing. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require alcohol and drug testing shall be final and binding and not subject to the Grievance and Arbitration Procedure. The test sample taken from the Employee shall be secured by the Town physician, the Nurse Practitioner or a testing laboratory

designated by the Town and the Union. Failure to provide the test sample as directed will result in disciplinary action.

In the event that the test proves negative, the Employee will be paid double-time for all time used in this process.

Termination of employment is appropriate where an Employee has been offered the rehabilitation options set forth herein and has thereafter failed a test lawfully required; or where the Employee operated a vehicle under the influence; or where the Employee fails to be tested within the established time limit or otherwise interferes with the testing process. In the absence of such circumstances, the following procedure is to be offered to the Employee:

Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this Article that an Employee who is found to test positive on the drug screening shall be treated within the Employer/Employee relationship. It is incumbent upon the Employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The Employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed. The Employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The Employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the Employee shall be immediately subject to disciplinary action which may be termination of employment.

It is agreed that the Parties will make every effort to protect privacy and confidentiality. The Parties will develop a specific plan to protect privacy.

ARTICLE 33
SCHOOL RESOURCE OFFICER

The Parties agree to a Reopener during the life of this Agreement on the issue of stipends for a School Resource Officer (“SRO”) if both School Districts indicate they are willing to fund the positions of School Resource Officer in full and also provide for the funding for additional benefits, including an SRO stipend.

ARTICLE 34
DURATION

Subject to an appropriation by the Town Meeting, as provided for in Section 7(b) in Chapter 150E of the Massachusetts General Laws, the provisions of this Agreement shall take effect July 1, 2022 and shall continue in full force and effect until and including June 30, 2025. The Employer and the Union agree to commence negotiations not later than February 1, 2025 for a new or amended Agreement to supersede or take the place of this Agreement. If negotiations for a successor Agreement are not completed by June 30, 2025, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its behalf by the Selectboard, and by the duly designated Chief of its Police Department, both duly authorized, and the New England Police Benevolent Association, Inc. has caused this Agreement to be executed in its behalf by the President of its Local Union No. 183, duly authorized at Montague, Massachusetts, on the _____ day of _____, 2023.

NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION, INC.:

TOWN OF MONTAGUE:

By _____
President of its Local Union No. 183

By _____
Chair, Selectboard

By _____

By _____
Member

By _____

By _____
Member

By _____

By _____
Chief of Police

APPENDIX “A”
COMPENSATION

SECTION ONE:

Effective July 1, 2022 (3.0% Increase):

Grade:	1	2	3	4	5	6	7	8
Patrol:	23.99	24.95	25.95	27.00	28.07	29.20	30.35	31.56
Detective:	26.00	27.05	28.12	29.25	30.42	31.63	32.91	34.23

Effective July 1, 2023 (2.5% increase):

Grade:	1	2	3	4	5	6	7	8
Patrol:	24.59	25.57	26.60	27.68	28.77	29.93	31.11	32.35
Detective:	26.65	27.73	28.82	29.98	31.18	32.42	33.73	35.09

Effective July 1, 2024 (2.5% Increase):

Grade:	1	2	3	4	5	6	7	8
Patrol:	25.20	26.21	27.27	28.37	29.49	30.68	31.89	33.16
Detective:	27.32	28.42	29.54	30.73	31.96	33.23	34.57	35.97

Effective July 1, 2018, this scale reflects an additional hazardous duty stipend of 0.5% added to the regular base rate of pay on the schedule for all unit members. This rate shall also be included in the base rate for overtime calculation purposes. The purpose of this stipend is to reimburse unit members for the evolving hazardous working conditions inherent in their job, which may change over time, including, but not limited to, responding to medical emergencies that may require the use of CPR, defibrillation (including with AEDs) or the administration of medication or medical procedures such as the administration of NARCAN and/or EpiPens or exposure to hazardous substances.

SECTION TWO:

Wage/salary schedule and step increases, shall go into effect on July 1 or such other date as established by this Agreement. Newly hired and transferred/promoted employees must be working for the Town in their new grade/step for a period of 3 months prior to receiving a negotiated step increase for their new grade/position or else they are not entitled to any such increases until the effective date of step increases in the following fiscal year.

SECTION THREE:

A shift differential will be paid as follows:

3:00 p.m. - 11:00 p.m.	\$1.00 per hour
11:00 p.m. - 7:00 a.m.	\$1.25 per hour

SECTION FOUR:

When a patrol officer acts as “officer in charge” of an entire shift by assignment, he/she shall receive overtime compensation pay of One Dollar (\$1.00) per hour in addition to his/her regular pay, not an “Acting Sergeant” rate.

SECTION FIVE:

The Parties agree that K-9 officers spend no more than one-half (½) hour, on average, caring for the K-9 per day. In light of this, effective January 1, 2018, the K-9 officer shall receive a stipend of up to three and one-half (3½) hours’ additional compensation per week at time and one-half the federal minimum wage (currently \$7.25 per hour) in compensation for the additional duties that are associated with the handling of the K-9. The K-9 officer shall be responsible for submitting this overtime each week. On weeks when the K-9 officer is on vacation and/or the K-9 is otherwise kenneled during the K-9 officer’s absence, then the K-9 officer is not eligible for the one-half (½) hour of compensation on days he is not caring for the K-9 outside of regularly scheduled work hours. This payment is outside the base rate of pay for contractual overtime purposes.

SECTION SIX:

When unit members are promoted/assigned to a new position that results in a move to another pay scale in the labor agreement, the unit member will be placed on the Step on the new scale that allows for a ninety-five cent (95¢) per hour increase (or yearly equivalent if not an hourly position).

APPENDIX "B"

EXTRA WORK RULES

1. Officers with days off have first choice on all work on their days off.
2. Choice of work is made according to seniority.
3. Eight (8) hour shifts are to be filled first; if a shift is not selected, no other work will be offered to that officer, except he/she has preference before a special.
4. After officers with days off have taken all the work they want, jobs left will go to officers without the day off according to seniority: one choice per officer down the list.
5. Officers with days off must be signed up for all choices two (2) days before days off. When there is an unusual amount of work, sergeants may start filling jobs sooner. Late jobs are an exception.
6. Anyone refusing a shift goes to the bottom of the list, which includes the officers without the day off. This is to prevent someone from refusing a shift and then taking another job.
7. Anyone signing off after sign up, unless ill or an emergency, goes to the bottom of the list of officers with days off on his/her next day off. This is to prevent someone from taking a gravy job on his/her first day off and a shift on his/her second day and then working the gravy job and canceling the shift. Sergeants shall judge each case.
8. No extra work is to conflict with an officer's regular work schedule.
9. No one is to sign the extra work sheet except the sergeant in charge or the duty sergeant.
10. If an officer is signed up for a job and the other officers with the day off have jobs or have signed off and a higher paying job comes in, the officer may change to the higher paying job before it is offered to someone without the day off. This will depend on the number of extra jobs already signed up on

the sheet. If there are too many jobs, it would not be feasible to change the sheet. This decision will be handled by the sergeant handling the sheet at the time.

11. The sergeant in charge of the work sheet will settle all conflicts. If not satisfied, see the Chief before the jobs are worked.
12. If a “no” is by an officer’s name, put there at his/her request, he/she will not be called.
13. Only one (1) Saturday or Sunday per month may be taken off singly or together as vacation days.
14. An officer who passes over a job on his/her first choice loses his/her turn until the second time around. (Example, bank job is the only job on the sheet; first officer refuses, so it goes to the next officer. If second officer takes it and another job comes in, it goes to the third officer, etc.)
15. Eight (8) hour shifts may be split only after all officers (with or without days off) have passed on the full shift.
16. All extra work is to go to regulars before a Special is called.
17. Sergeants have preference on all sergeants’ shifts. They must take a shift first, then they have the choice of any other work left, it being understood that patrol officers have preference on all patrol officers shifts.
18. Officers who are interested in working on their days off will keep the sergeant informed of their whereabouts. Only one call will be made to anyone after the two (2) day deadline.
19. When a job comes in to be worked that day, the first available officer who can be contacted and accepts will get the job. All personnel starting with the officers with the day off without a job will be called, then the other officers with the day off, and then down the line according to seniority.
20. Before a written grievance is submitted, the aggrieved Employee must try to settle the grievance through the chain of command (Sergeant, Staff Sergeant, Lieutenant, Chief) before the job is worked unless the event occurs on the officer’s day off.

21. If the officers with the day off have refused a shift and it is taken by an officer without the day off and a late job other than a shift comes in, it will be offered to the next officer in line without the day off. If the late job is a shift, it will be offered to the officers with the day off first and then down the line.
22. If the junior officer on a day off takes a shift or shifts after the senior officers have refused and another shift comes in, he/she will have first choice to change or keep the chosen shift. If he/she changes shift(s), the open shift(s) will be offered to the officers with the days off again. If they again refuse, it will be offered to the other officers who can work it. Only one offer (either verbal or phone call) will be made on the above and only when there are less than four (4) jobs and time allows. The sergeant has discretion.
23. Notwithstanding anything else above, regular officers have no preference for work available due to an officer attending the Police Academy for initial training, nor for work available as a result of a vacancy that extends beyond thirty (30) calendar days, nor for carryover vacation time as outlined in Article 12, Section 4.
24. Where an Employee is not provided an overtime opportunity due to error or failure to follow established rules, the remedy shall not include an obligation on the Town to pay for time not worked.

AGREEMENT

BY AND BETWEEN

THE TOWN OF MONTAGUE

AND

**THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC.,
LOCAL 184**

ON BEHALF OF

**THE POLICE OFFICERS IN THE MONTAGUE POLICE DEPARTMENT
Sergeants**

JULY 1, 2022 – JUNE 30, 2025

Final Agreement for Signature

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THE TOWN OF MONTAGUE, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT, made and entered into at Montague, Massachusetts, by and between the Town of Montague, the Town or the Employer, and the New England Police Benevolent Association, Inc. Local 184, located in Chelmsford, Massachusetts, hereinafter designated and referred to as “the Union,” which is an employee organization acting as the agent of the Employees in the bargaining unit, hereinafter designated and referred to as “the Employees.”

WITNESSETH

WHEREAS, in the manner and to the extent provided in this Agreement, the Town, the Union and the Employees desire to enter into an agreement relating to wages, hours and other conditions of employment.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the performance by each of the Parties of the terms and provisions of this Agreement, all as hereinafter set forth, the Town, the Union and the Employees hereby mutually and jointly agree as follows:

ARTICLE 1 **SCOPE OF AGREEMENT**

SECTION 1:

It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, to the Employees and to the Town, pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements concluded among the Parties during said negotiations are fully stated in this Agreement.

SECTION 2:

The Union, the Employees and the Town agree that during the term of this Agreement, all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the provisions of this Agreement. Neither the Union nor the Town shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement; provided, however, that nothing in this Article shall in any way limit or restrict the rights and duties prescribed in the Grievance Procedure.

SECTION 3:

Except as otherwise specifically provided, the provisions of this Agreement shall apply only to the Employees who are in the current employ of the Department on and after the execution of this Agreement.

SECTION 4:

No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Town and by the Union. The work rules of the Department, attached as Appendix B, will not be changed without mutual agreement, it being understood that this does not prevent the Department from adding new rules on matters not already covered.

SECTION 5:

By mutual agreement, in writing, between the Employer and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations.

SECTION 6:

The failure by the Town, the Department or the Union in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provision.

ARTICLE 2
RECOGNITION

SECTION 1:

Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the community and the national interest, and that the legitimate and mutual interests of the Employees and the residents of the Town of Montague are directly related to the quality and efficiency of the facilities operated and the services provided by the Town, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the Town, the Union and the Employees; to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time; to provide for the performance of work by the Employees in a conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure the continuity of operations, facilities and services under the jurisdiction of the Town.

SECTION 2:

Each of the Parties to this Agreement agrees that it is the duty of the Town, the Union and the Employees to cooperate fully, faithfully, individually and collectively in the observance of the provisions of this Agreement. In recognition of the principle of a fair day's work for a fair day's pay, and for the purpose of improving efficiency in the administration of the facilities operated and the services provided by the Town, each Employee pledges that he will cooperate with the Town in conserving materials, tools, equipment and other property, aiding and encouraging reliable attendance, and in complying with the policies, procedures, regulations and standards described by the Town.

SECTION 3:

The Police Department and the Chief of Police of the Town of Montague will be designated and referred to as "the Department" and "the Chief" respectively. Local Union No. 184 of the New England Police Benevolent Association, Inc. will be designated and referred to as "Local 184" or "the Union."

ARTICLE 3
UNION RECOGNITION

SECTION 1:

Subject to the terms and provisions hereinafter provided, and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Town during the term of and to the extent provided in this Agreement, recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment in the bargaining unit consisting of Sergeants, excluding full-time police patrol officers, the Police Chief and all commissioned officers, managerial, confidential and all other Employees of the Town of Montague.

SECTION 2:

Recognizing that the principal duties, functions and responsibilities of the members of the Department are to provide for the safety of the residents of the Town, and that the adequate and continuous performance of these duties, functions and responsibilities is indispensable to the public safety and welfare, it is agreed that nothing in this Article 3 or in this Agreement shall, in any way, limit or restrict the right of the Ranking Officers or the Special Police, to perform the work usually performed by the Patrol Officers or Ranking Officers, or the right of the Selectboard or the Chief to order the Ranking Officers or the Special Police to perform said work unless specifically modified by another Article of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS CLAUSE

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; lay off because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of

proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Selectboard and Police Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example, but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of Employees, the work functions and the technology of performing them;
- to determine the numbers, types and grades of positions or Employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried out;
- to manage and direct Employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign Employees;
- to transfer, temporarily reassign or detail Employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion and retention of Employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications;
- to lay off Employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of Employees to be assigned;

- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate;
- to suspend, demote, discharge or take other disciplinary action against Employees;

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in the Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The Parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

ARTICLE 5 **DUES DEDUCTION**

The Employer agrees to deduct the monthly membership dues in such amounts as determined by the Union from wages of each Employee who is a member of the Union and who has executed and submitted to the Employer an authorization form for such deduction.

The Employer shall deduct such amounts in weekly deductions and shall remit on a monthly basis to the Comptroller-Treasurer, New England Police Benevolent Association, Inc., 7 Technology Drive, Suite 102, Chelmsford, Massachusetts 01863.

It is specifically understood and agreed that the Town of Montague, its officers and agents shall be saved harmless for such deductions under those circumstances as provided by the General Laws of the Commonwealth, Chapter 180, Section 17G.

ARTICLE 6
NO STRIKE, NO LOCKOUT

During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, withholding of services or interference or interruption with the operations of the Department by any Employees or the Union; and there shall be no lock-outs by the Employer.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes between any other persons (or other employers or unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and claim by either Party against the other for a violation of this Article shall be subject to arbitration as provided for in Article 9 of this Agreement.

ARTICLE 7
UNION CONFERENCE LEAVE

The Department will allow two delegates to attend the NEPBA meeting, which shall occur once every four (4) years, for a period of three (3) consecutive days. The Employee will be protected against any loss of earnings if any of the meeting days coincide with the Employee's regular work schedule.

ARTICLE 8
BULLETIN BOARDS

The Employer shall provide a bulletin board at a location to be designated by the Employer, on its premises, for the purpose of posting official union notices only. Said notices shall not be of a controversial or political nature, nor contravene the Grievance Procedure or other provisions of this Agreement, and shall be submitted to the Employer's designated representative before posting.

ARTICLE 9
ADJUSTMENT OF GRIEVANCES

SECTION 1:

The Town, the Union and the Employees agree that in the manner and to the extent provided in this Article, the exclusive method for the adjustment, processing and settlement of a grievance as defined in this Article is and shall be in accordance with the grievance and arbitration procedures prescribed in this Article. A grievance is defined as a claim or a dispute between the Town and either an Employee or the Union, pertaining to the application of or compliance with the express provisions of this Agreement. The Town, the Union and the Employees agree to observe and follow the procedure prescribed in this Article and, subject to the provisions herein, to be bound by any decision which shall be made in accordance with said procedure.

SECTION 2:

The grievance shall be in writing and signed by the aggrieved Employee on a form furnished by the Department and delivered to the Chief. The written grievance shall state the available facts concerning the alleged dispute, the provisions of this Agreement allegedly violated and the relief desired by the aggrieved Employee.

A grievance which is not presented to the Chief as provided in this Paragraph within five (5) days, exclusive of Saturdays, Sundays and the legal holidays named in Article 22, after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.

SECTION 3:

Except as otherwise specifically provided in this Agreement, a grievance as defined herein and otherwise subject to this Agreement, shall be processed in accordance with the following Grievance Procedure:

STEP ONE: Within five (5) days, exclusive of Saturdays, Sundays and the legal holidays named in Article 22, after the filing of the written grievance, a meeting will be held between the aggrieved Employee and the Chief, at which, at the request of the aggrieved Employee, one (1) representative of the Union may be present. In the event of the absence of or disability of the Chief, the person designated by him shall act in his behalf. Within five (5) days, exclusive of Saturdays, Sundays and the legal holidays, after the conclusion of the discussion between the Chief and the aggrieved Employee, the Chief or his designated representative, as the case may be, shall advise

the aggrieved Employee, in writing, of the decision of the Chief concerning the grievance, bearing in mind that the best interests of the Department and of the public safety must be protected.

STEP TWO: If the decision of the Chief does not resolve the grievance, or if the Chief does not answer in the five (5) day period, the grievance may, within an additional five (5) day period be presented to the Selectboard by notifying the Executive Assistant in writing. Within five (5) days of receipt of such notice, the Board will meet with the Grievant and the Union representative(s) and within five (5) days of the close of the meeting, the Board shall issue its decision on the grievance, in writing.

By mutual agreement, in writing, between the Employer and the Union, two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group or class of Employees, may be consolidated and processed as a single grievance; provided, however, that such procedure shall be subject to all the provisions of this Article. The Town or Department may institute a grievance by a notice, in writing, to the Union. Within five (5) days after mailing of said notice, the grievance shall be discussed by the Chief or his designated representative and a representative of the Union. If, within five (5) working days after said discussion, the grievance is not settled to the satisfaction of the Chief, the grievance may be submitted to arbitration by the Town or the Department in the manner provided herein.

SECTION 4:

A grievance, which is not settled after the completion of the Grievance Procedure prescribed herein, may be submitted to arbitration in accordance with the following procedure:

- (a) The request for arbitration may be made by the Union or by the Department, by notification in writing to the other Party, within five (5) working days after the date of final determination under the Grievance Procedure, as provided in Section 3, above.
- (b) Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, One Center Plaza, Suite 300, Boston, Massachusetts 02108, for the appointment of a panel of arbitrators and a copy of said request shall be

simultaneously mailed to the other Party, unless during the said ten (10) day period, the Department and the Union mutually agree upon an arbitrator.

- (c) The request for an arbitration shall state the provision of this Agreement allegedly violated and shall state the remedy or the relief sought by the Party requesting arbitration.
- (d) Within twelve (12) working days after the mailing by the American Arbitration Association (AAA) of a panel of suggested arbitrators, the representatives of the Department and of the Union shall select an arbitrator in accordance with AAA's Labor Arbitration Rules.
- (e) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the questions which are submitted; provided, however, that the arbitrator shall not have any authority to establish salaries or wage rates or conditions of employment; or add to, subtract from, modify or otherwise change the terms or provisions of this Agreement. The arbitrator shall not be empowered and shall have not jurisdiction to infringe upon or to limit the managerial functions, rights and responsibilities of the Chief or of the Town, or to base his Award on any alleged practices or oral understandings which are not incorporated in writing in this Agreement. The arbitrator may not award back pay or any other form of compensation for any period beginning earlier than ten (10) days prior to the filing of the written grievances as provided in Step Two, herein. The arbitrator shall not be empowered and shall have not jurisdiction to substitute his judgment or discretion for the judgment or discretion of the Department or of the Chief, in any case where the judgment or discretion is retained by or given to the Town, the Department or the Chief, under a provision of the Law. Subject to the provisions of this Article, the arbitrator shall have the authority to award compensatory damages.
- (f) The arbitrator shall mail a written decision simultaneously to the Department and to the Union within fifteen (15) days after the final submission. Subject to the provisions of Section 4(e)

of this Article, the decision by the Arbitrator shall be final and conclusively binding upon the Department, the Union and the aggrieved Employee or Employees.

- (g) The expense of the arbitration and the expenses directly related to the arbitration hearing shall be shared equally by the Town and by the Union except for witness and transcription costs.

SECTION 5:

By mutual agreement, in writing, between the Department and the Union, a grievance, otherwise subject to the Grievance Procedure and otherwise subject to this Agreement, may be directly submitted to arbitration as provided herein. The Parties need not arbitrate and will not be bound by any arbitration award involving a matter also subject to potential Civil Rights, Civil Service, Retirement Board or Massachusetts Labor Relations Commission litigation, unless the Party is first satisfied that such other procedures and avenues of litigation have been effectively waived by the affected Employees and by the other Party on a form agreeable to the Parties.

SECTION 6:

Except where an extension of time has been sought and obtained, the time limits herein are considered as maximum. If either of the Parties fails to or does not comply with the time limitations provided in Section 2 of this Article, then the grievance moves to the next Step.

SECTION 7:

The breach of any of the provisions of this Agreement shall, at the option of the Department, terminate the obligation of the Department to process a grievance or to arbitrate a dispute underlying the breach while the breach continues; provided, however, that the fact of the occurrences of said breach shall be subject to arbitration as provided in Section 4 of this Article.

ARTICLE 10
SENIORITY

Seniority for Civil Service issues will be calculated in accord with Chapter 31 of the General Laws. Seniority for the purpose of contractual benefits, for example shift bids, overtime opportunities and choice of vacation, will be calculated from the last date of hire, except as otherwise expressly stated in this Agreement.

ARTICLE 11
REDUCTION IN FORCE PROCEDURE

Layoff and recall of Employees as a result of a reduction in force shall be in accordance with Civil Service Rules and Regulations unless otherwise lawfully modified by this Agreement.

ARTICLE 12
PROBATIONARY PERIOD

SECTION 1:

Although the Parties understand and agree that the Massachusetts Civil Service law does not presently provide for a formal probationary period following promotion to a Sergeant and that Sergeants are held to a just cause standard of discipline, the Parties agree that there is a need for the Town to assess the performance of a newly-appointed individual while adjusting to a new command position and its commensurate responsibilities. Therefore, during the first six (6) months following promotion or lateral transfer into a Sergeant position, a newly-appointed Sergeant shall be required to meet with the Chief and/or the Lieutenant on a regular basis (at least once every two (2) months) for a performance review and he/she shall receive a final written performance evaluation at the conclusion of his/her six (6) month period.

SECTION 2:

A Sergeant who transfers into the unit will be paid at a Step which, by mutual agreement of the Town and the Union, properly reflects his/her total years of comparable service as a full-time Sergeant.

ARTICLE 13
JUST CAUSE

The Employer will not discipline any Employee without just cause, nor will the Employer discriminate against any Employee with respect to promotion or assignment because of race, creed, color, sex, union membership, handicap, age or sexual orientation as protected under state and federal statutes. Any arbitrator or state agency with duly established jurisdiction under this Agreement that finds a Sergeant has been demoted, suspended or discharged without just cause shall have the authority to reverse or modify any penalty and make the Sergeant whole.

ARTICLE 14
HOURS OF WORK

SECTION 1:

Except those employees assigned to an administrative schedule (5 and 2), the weekly work schedule for each Employee will be based on a four-and-two (4-and-2) scheduling technique. It is expressly understood that, except for employees assigned to an administrative schedule, the weekly compensation received by the Employees under this Agreement will be based on a weekly average of the Employees' base yearly salary. Employees assigned to an administrative schedule shall be compensated for 40 hours per week. Each Employee's weekly schedule will be determined by the Chief of Police.

SECTION 2:

All work performed in excess of eight (8) hours in a given day, when approved by the Chief of Police or his designee, will be compensated for at one and one-half (1½) times the Employee's hourly rate.

SECTION 3:

All work performed beyond an Employee's regularly assigned work week will be paid at one and one-half (1½) times the Employee's hourly rate.

SECTION 4:

For the purpose of compliance with the Fair Labor Standards Act, the Department will be on a 28-day payroll period. This provision shall not affect the other overtime provisions in this Agreement.

ARTICLE 15
CALL-BACK TIME

The Town agrees to maintain the current Departmental policy of guaranteeing a minimum of three (3) hours' pay at one and one-half (1½) times the Employee's regular hourly rate for all call-back assignments.

ARTICLE 16
COMPENSATORY TIME

By mutual agreement between the Town and an Employee, an Employee who has worked overtime may be granted compensatory time off in lieu of pay for the overtime. The time granted shall be calculated at the rate of one and one-half (1½) hours for each overtime hour worked.

An Employee can bank no more than two hundred (200) hours of compensatory time. Upon separation from employment, regardless of the reason, all banked compensatory time will be paid off to the Employee, or the estate in case of death, at the hourly rate in effect for the Employee at the time of the separation or death.

The Employee may access his/her banked compensatory time for use under the same conditions as are in effect for personal leave, provided that the use does not cause overtime cost to the Town, nor create a shortage of Sergeants that would create an emergency situation for the Town or a serious safety issue for the remaining Sergeants.

ARTICLE 17
OUTSIDE DETAILS

Outside detail pay will be the top Sergeant's overtime rate plus Two Dollars (\$2.00), rounded to the nearest dollar. Time and one-half of the outside detail rate shall be paid for time worked beyond eight (8) hours and also for weekends and holidays. There shall be a four (4) hour minimum for all details, and a Sergeant held over the scheduled detail hours shall be paid a minimum of four additional (4) hours. If a detail is requested by a vendor with less than four (4) hours' notice, any work performed shall be paid at time and one-half the regular detail rate. Details canceled within three (3) hours of the scheduled reporting time will result in the assigned officer receiving four (4) hours of detail pay.

School Functions and Town DPW Jobs: Employees will receive their overtime rate with a three (3) hour minimum for school functions and street work where DPW Employees are performing the work. Thirty Dollars (\$30.00) per hour with a three (3) hour minimum will be paid to reserve officers and officers not in this bargaining unit.

ARTICLE 18
SHIFT ASSIGNMENT

The Parties to this Agreement recognize that the principal factor in shift assignments is the efficiency of the Police Department. The Chief of Police, in making such shift assignments, will give consideration to an Employee's particular abilities and qualifications, physical condition and length of service. Requests for change in shift assignment will be processed annually and be effective each January 2; provided, however, that the Chief of Police remains the final authority, solely in his discretion as to the exercise of the above in making any and all shift assignments, with the understanding the Chief's assignments, if thought to be arbitrary or capricious, are subject to challenge through the Grievance Procedure.

The Parties further agree that the provisions of this Article will also be applied to the filling of permanent vacancies and promotional positions.

ARTICLE 19
LONGEVITY PAY

The following amounts will be payable on the Employee's anniversary date of employment, except that an Employee appointed as a full-time police officer after June 30, 1993 shall not be eligible for this benefit if he/she elects to receive incentive pay under Article 27 of the Agreement; and Employees hired as patrol officers after July 1, 2004 shall not be eligible for this benefit:

(1)	Two Years	\$300.00
(2)	Five Years	\$400.00
(3)	Ten Years	\$500.00
(4)	Fifteen Years	\$600.00
(5)	Twenty Years	\$700.00
(6)	Twenty-five Years	\$800.00
(7)	Thirty Years	\$900.00

Upon retirement, an eligible Employee will receive a payment pro-rated from his/her anniversary date of employment.

ARTICLE 20
UNIFORM ALLOWANCE

The Employer will during the life of this Agreement maintain a uniform allowance policy for the purchase or maintenance of police uniforms or approved court attire. The amount of money available to each Employee will be subject to the following limit:

Eleven Hundred Dollars (\$1,100.00)

All uniforms purchased will comply with standards established by the Chief of Police, which shall be listed and made available to the Sergeants annually. It is expressly understood that all clothing and/or equipment (including cell phones) purchased with Town funds are and will remain the property of the Town of Montague. The uniform allowance will be increased to cover additional costs caused by any change by the Town in the standard uniform.

Up to twenty-five percent (25%) of the annual uniform allowance may be used toward membership fees in an approved health club membership and/or shooting range fees.

Once a Sergeant has given notice of resignation or retirement, he/she will no longer be eligible for the benefits under this Article.

ARTICLE 21
VACATIONS

SECTION 1:

Vacation leave is earned by each Employee at the following rates for each period of continuous active paid service:

During the -Employee's 1 st year, including Academy:	One (1) day per each ten (10) weeks, up to a maximum of five (5) days.
During the Employee's 2 nd through 4 th years:	On each anniversary date, the Employee is credited with two (2) weeks of vacation he/she will earn during the following twelve (12) months.
During the Employee's 5 th through 9 th years	Three (3) weeks credited.
During the Employee's 10 th through 14 th years:	Four (4) weeks credited.
During the Employee's 15 th year and each year thereafter:	Five (5) weeks credited.

Vacation shall not accrue after the fourth (4th) week that an Employee is on unpaid leave or I.O.D. leave. Any adjustment of leave shall be made at the next anniversary date, or the date of termination, if earlier.

SECTION 2:

Compensation for annual vacation will be granted to Employees who separate their employment with the Town; said compensation to be determined according to accumulated time. Vacation leave taken but not yet earned by a Sergeant who retires, resigns or is otherwise terminated shall be deducted as an offset from any monies then owed to the Sergeant.

SECTION 3:

For the purpose of this Article, a week is expressly understood to consist of five (5) scheduled work days.

SECTION 4:

Vacations will be scheduled by the Chief of Police, and may be taken only at a time approved by the Chief. All vacation time must be taken within twelve (12) months of its being credited or such additional time that remains in the fiscal year in which the twelve (12) month period ends. Any accumulated time in excess of

two (2) weeks not taken by that date shall be lost except that the Chief, for good reason, may approve a written request that excess vacation be carried over and used in the next fiscal year.

A Sergeant will not be permitted to work any job on his vacation days or any regular scheduled days off between vacation days unless called in because of an emergency. Emergency can include calling in Sergeants on vacation when no other Sergeant, regular or special, is available to work.

SECTION 5:

Employees shall be allowed to receive compensation in lieu of vacation days in the following manner:

- An Employee with less than 5 years of service.....0 days
- An Employee with 5 but less than 10 years of service.....3 days
- An Employee with more than 10 years of service.....5 days

ARTICLE 22
HOLIDAYS/BEREAVEMENT LEAVE

SECTION 1 – HOLIDAY LEAVE – FULL-TIME EMPLOYEES:

- (a) Holiday leave shall be granted with full pay for all full-time Employees for the following holidays:

New Year’s Day	Independence Day
Martin Luther King Day	Labor Day
Washington’s Birthday	Columbus Day
Patriot’s Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas	Juneteenth

- (b) Employees assigned to a 4 and 2 schedule will receive eight (8) hours’ pay at their straight-time rate in addition to their regular weekly pay for each holiday in Section (a), even though he/she performs no work on that holiday, provided he/she has worked the scheduled day preceding and the scheduled day following the holiday, unless he/she has been excused by the Chief of Police for a bona fide illness on either or both of these days, subject however to Paragraph (d) of this

Article. Employees assigned to an administrative schedule (5 and 2) shall receive one day of paid leave on each of the holidays listed above.

- (c) Sergeants who actually work said holiday will get an additional eight (8) hours' pay at straight-time.
- (d) Holiday pay shall not be paid to an Employee who is on an unpaid leave of absence.
- (e) If an Employee scheduled or assigned to work on one (1) of the paid holidays fails to work on said holiday, unless excused for a bona fide illness supported by proof that the Employer may require, he/she shall forfeit holiday pay and be subject to disciplinary action.
- (f) If a holiday falls within an eligible Employee's vacation period, he/she shall be paid for the unworked holiday in addition to vacation pay, provided he/she works his/her last scheduled work day prior to the beginning of the vacation and his/her first scheduled work day after his/her vacation period ends, unless excused by the Chief for illness or for other legitimate reason. Such absence must be documented by whatever proof the Employer may require.
- (g) Holiday pay received under the provisions of this Article will be in addition to compensation due for any work actually performed on the holiday (see Item (c)).

SECTION 2 – BEREAVEMENT LEAVE – FULL-TIME EMPLOYEES:

Full-time Employees shall, in the event of death in their immediate families, as defined herein, be granted up to a maximum of five (5) days with pay, due to absence from their regularly scheduled days of work, up to and including the day of the funeral, and also a subsequent day of interment if it should occur. For the purpose of this Section, "immediate family" means: spouse, child, parent, parent-in-law, brother, sister and grandparent. Employees claiming the foregoing shall provide reasonable written proof of death, and give any supporting proof that the Employer may request upon return from bereavement leave. In the event of the death of any other relative, the Employee shall be granted one (1) day of time off with pay to attend the funeral or other service.

ARTICLE 23
PERSONAL LEAVE

Each full-time Employee will be allowed up to four (4) days per year awarded on the Sergeant's anniversary day, not to be deducted from sick leave and not to accumulate from year to year. Unused personal days are to be paid at the end of the year at Seventy-five Dollars (\$75) each. A new Employee shall accrue one (1) personal day for each four (4) months of non-Academy service. Said personal leave is to be taken in whole or in half-day increments and is subject to adequate prior request to the Chief to allow scheduling of substitute coverage and for the following reasons:

- (1) Court appearances.
- (2) Mortgage closings.
- (3) Medical appointments for spouse and children.
- (4) Children's graduations.
- (5) Children's weddings.
- (6) Other acceptable reason as determined by the Chief.

ARTICLE 24
COURT APPEARANCES

An Employee who, while off duty, is required by the Employer to appear as a witness for the Commonwealth of Massachusetts in a criminal proceeding in a District, Juvenile or Superior Court shall be paid for not less than four (4) hours at his/her time and one-half rate of pay if the appearance is not cancelled before the close of business for the District Attorney's Office on the day before the scheduled Court time.

ARTICLE 25
SICK LEAVE/PARENTAL LEAVE

SECTION 1:

Sick leave is earned by each Employee at the following rates for each period of continuous active paid service:

During the Employee's 1 st year, including Academy:	One (1) day per each five (5) weeks, up to a maximum of ten (10) days.
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On each anniversary date of hire:	The Employee is credited with fifteen (15) days of sick leave he/she will earn during the following twelve (12) months.
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Sick leave shall not accrue after the fourth week that a Sergeant is on unpaid leave or I.O.D. leave. Any adjustment of sick leave shall be made at the next anniversary date, or the date of termination, if earlier. Sick leave taken but not yet earned by a Sergeant who retires, resigns or is otherwise terminated may be deducted as an offset from any monies then owed to the Sergeant.

SECTION 2:

Unused sick leave may accumulate to a maximum of 195 days, in addition to the current year's credit.

SECTION 3:

Sick leave is available for use as follows:

- (a) By a Sergeant unable to work due to sickness or injury or by exposure to contagious disease, but not injury sustained in other employment;
- (b) Employees eligible for and entitled to at least three (3) days of sick leave may use said three (3) days' sick leave for required care of an immediate family member. A physician's verification may be required by the Chief of Police and additional days may be granted at the discretion of the Chief, and based on said verification;
- (c) Parental Leave as provided under Section 7 of this Article.

SECTION 4:

- (a) Sick leave records shall be maintained by the Department on a form provided for this purpose.
- (b) Each day's sick pay will be calculated based on an Employee's straight-time hourly rate of pay. Sick leave is to be taken in whole-day or half-day increments.
- (c) Notification of absence due to illness must be made as early as possible on the first (1st) day of absence to the Chief of Police.

SECTION 5:

Should the Chief of Police, with the approval of the Selectboard, feel that it may be necessary, he may require, at the Town's expense, an examination by a physician of their choice, and the results of this examination may determine the continuation of paid sick leave.

SECTION 6:

Upon an Employee's retirement, the Town will buy back twenty-five percent (25%) of unused sick leave at the retiree's straight-time day rate. The amount of the buyback shall not exceed \$3,500.

SECTION 7 – PARENTAL LEAVE:

An eligible Employee who has completed at least three (3) months of employment is entitled to eight (8) weeks of parental leave as provided under the Massachusetts Parental Leave Act (M.G.L. Chapter 149, Section 105D) for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the Employee who is adopting or intending to adopt a child. Eligibility and administration of such leave is determined as provided under the law. The Employee shall give at least two (2) weeks' notice to the Employer of the anticipated date of departure and the Employee's intention to return, or provide notice as soon as practicable if the delay is for a reason(s) beyond the individual's control. The Employee shall be accorded full pay and benefits under the period of such leave to the extent he/she has available sick leave, vacation or personal leave to apply to the absence.

At the expiration of the parental leave, the Employee shall be restored to his/her previous position or similar position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave Employees in the same or similar position in the Department have been laid off through no fault of their own, the Employee on leave will be extended the same rights or benefits, if any, to Employees of equal length of service in the same or similar position in the Department.

Parental leave of up to twelve (12) weeks per year is available to all Sergeants who qualify therefor under the Family and Medical Leave Act.

ARTICLE 26
INSURANCE

SECTION 1:

The Town of Montague maintains a contributory group insurance plan, which plan shall continue its coverage for eligible Employees covered by this Agreement, to the extent such plan is maintained by the Town of Montague. Hospital/Medical Insurance and Life Insurance Plans shall be offered to all full-time Employees of the Department in accordance with the plan in effect by the Town of Montague.

SECTION 2:

The Town shall establish and maintain an Insurance Advisory Committee pursuant to General Laws Chapter 32B, and may implement changes in the Hospital/Medical/Life insurance plans after complying with the provisions of the law for Committee consultation; provided, however, that the Union shall have the right to appoint a representative of its selection as a member of the Committee.

SECTION 3:

The Employee contribution toward health insurance premiums will be twenty percent (20%), with the remaining eighty percent (80%) to be paid by the Town.

ARTICLE 27
INCENTIVE PAY

SECTION 1:

The Town will pay an incentive pay to all full-time members who have successfully completed the Academy for earned college education credits according to the following schedules and requirements applicable only to base hourly rates. The provisions of this Article shall not apply to overtime, holidays, extra-duty coverage or any other compensation outside of the Employee's normal scheduled hours.

Courses to be taken to fulfill requirements for incentive pay must be presented for the Selectboard's approval in advance of undertaking same. Degrees must be obtained in the field of criminal justice, law enforcement or job-related field approved by the Selectboard.

To claim eligibility for this incentive pay benefit, the Sergeant involved must submit proper transcripts from an accredited college in order to document the

satisfactory completion of the course(s) involved and certification from the State Board of Education must be obtained.

Base salary increases for permanent full-time Sergeant(s) who has commenced the program leading to a degree after September 1, 1976 is to be granted according to the following schedule:

- Ten percent (10%) for an Associate's Degree or sixty (60) points earned toward a Baccalaureate Degree.
- Twenty percent (20%) for a Baccalaureate Degree.
- Twenty-five percent (25%) for a Master's Degree or Law Degree.

It is further understood by the Parties that such percentage increase shall in total, including any previously earned increase, not exceed fifteen percent (15%) for an Associate's Degree, twenty percent (20%) for a Baccalaureate Degree, thirty percent (30%) for a Master's Degree or Law Degree and that only one (1) Degree will be recognized for incentive pay purposes.

SECTION 2:

As an incentive for Sergeants to maintain a high level of physical fitness, the Town will provide a bonus of Five-Hundred Dollars (\$500.00) to each Employee who passes a Town-designated physical fitness test in any year. The Town shall be the sole decision-maker as to the contents, grading and passing standards for the test. The test shall be voluntary and no Employee shall be required to take the test nor disciplined for failure to take or pass the test. No grievance may be filed with respect to any test-related issue arising out of this section; provided, however, that it is understood that the actual taking of the test shall be considered to be in the line of duty for purposes of M.G.L. Chapter 41, Section 111F.

ARTICLE 28 **INJURY LEAVE**

The Town will comply with the provisions of M.G.L. Chapter 41, Section 111F respecting Sergeants injured on duty. A Sergeant whose I.O.D. leave exceeds four (4) weeks in length will thereafter not continue to accrue leave or vacation benefits, but shall not lose any leave or vacation benefits accrued and unused up to that date. After the four (4) weeks, the Sergeant shall not be entitled to shift differential pay and any uniform allowance shall be reduced pro-rata.

ARTICLE 29
LEAVE WITHOUT PAY

Leave without pay may be granted to Employees with extended illness, military leave in excess of two (2) weeks, and other legitimate reasons approved by the Chief of Police, subject to final approval by the Selectboard.

It is further understood that an Employee who is granted leave without pay under the provision of this Article will receive no other benefits and all time spent under such leave will not be counted toward the Employee's seniority or length of service as applied in other Articles of this Agreement.

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrent as both FMLA and contractual leave, and the more liberal provisions shall apply.

ARTICLE 30
PYRAMIDING OF PAY

No Employee shall be entitled to premium and overtime pay or the duplication of premium pay, or the payment of benefits for the same time worked.

ARTICLE 31
MISCELLANEOUS

SECTION 1:

Each Employee, whether actually working or on a leave of absence, shall keep the Department advised, on a form furnished by the Department, of his/her correct address and telephone number, if he/she has a telephone or has the use of a telephone. The mailing of a notice to the address furnished to the Department by an Employee, as provided in this Paragraph, shall be deemed to be compliance by the Department with any provision of this Agreement which requires notice to an Employee.

SECTION 2:

The Union and the Employees recognize (1) the necessity that the Employee report for work regularly and on time, and (2) that absenteeism and tardiness seriously affect the efficient operation of the Department. An Employee who is not able to report for work at the scheduled starting time on a day on which he/she is scheduled to work shall notify the Department as far in advance as possible, and in

any event, not less than one (1) hour prior to the scheduled starting time. In the event of continued tardiness, absenteeism or the failure to comply with the provisions of this Paragraph by an Employee, the Department may invoke disciplinary action, including reprimand, suspension or discharge, and such Employee shall not be entitled to the benefits of sick leave as provided for any period of absence which is not reported to the Department within the time prescribed in this Article.

SECTION 3:

The Employer will, during the life of the Agreement, maintain current Town policy for mileage reimbursement for Employees who, with Department approval, use their personal automobile while in the performance of their regularly assigned duties.

SECTION 4:

The members of the Montague Police Department and the New England Police Benevolent Association, Inc. acknowledge the fact that they, as a body, accept and adhere to the tenets of community policing, a philosophy and an organizational strategy that promotes a new partnership between the citizenship and police. Community policing is based on the premise that both the police and the community must work together to identify, prioritize and solve contemporary problems such as crime, drugs, fear of crime, social and physical disorder and overall neighborhood decay, with the ultimate goal of improving the quality of life in the community.

ARTICLE 32
SUBSTANCE ABUSE

The purpose of this program is to establish the fact that the Town of Montague and its Employees have the right to expect a drug-free environment in the workplace. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency.

No drug testing of Employees shall be permitted on a random or universal basis, except as hereinafter provided. Testing shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. It is recognized that the drug and alcohol testing constitutes an investigation and therefore the Employee's Weingarten rights apply with regard to all drug and alcohol testing issues. Drug and alcohol testing shall

be permitted based upon the reasonable suspicion standard hereinafter provided. Immediate testing shall be permitted and the results shall be held in confidence subject to the Review Committee's decision as hereinafter provided.

The Chairman of the Selectboard or in his absence his nominee, the Department head, or designee in the Department head's absence, shall provide a suspected Employee and the Union (Sergeant designated by the Union), if applicable, with a written report evidencing their reasonable suspicion within a reasonable time in advance of the proposed test.

The Employee may initiate a review of the directive to be tested. The directive shall be reviewed by a Committee of four (4), comprised of two (2) full-time Union officials, Town counsel or his nominee, and an individual with training in drug/alcohol, agreed upon by both Union and management.

The Committee will review evidence brought against the suspected Employee, and only after a majority of members of the Committee vote in favor shall testing be required or confirmed. Three (3) or more members shall constitute a quorum. The Committee shall meet and vote within two (2) days of notice to the Union.

The Employee shall be provided with a test sample at the time the testing is conducted. Testing to be performed is to be the more expensive, highly accurate nature, so as not to subject the Employee to more stress and embarrassment from a false positive result of the less expensive test.

The Parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the Employee and only members of management and Union officials with a compelling need for this information.

The following information shall be provided to the Employee:

1. A copy of the testing program procedures.
2. A description of the sample-gathering protocol.
3. A list of tests to be used.
4. The name and location of the laboratories to be used.
5. The test results in writing with an explanation of what the results mean.

The basis for the directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating an Employee's condition are the following:

1. Balance: sure/unsure/questionable
2. Walking: steady/unsteady/questionable
3. Speech: clear/slurred/questionable
4. Attitude: cooperative/uncooperative/questionable
5. Eyes: clear/bloodshot/questionable
6. Odor of alcohol: none/strong/questionable

It is required that the observations of these objective facts by a supervisory Employee be documented in a form signed by the supervisor. In addition, there should be a place on the form for the supervisor to document other relevant facts, such as admissions or explanations by the Employee concerning his/her condition.

Reasonable suspicion shall be based on information of objective facts obtained by the Town and the rational inference(s) which may be drawn from those facts.

The credibility of sources of information whether by tip or informant, the reliability of the facts of information, the degree of corroboration, the results of Town inquiry and/or other reasonable factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all-inclusive examples of such circumstances:

1. An Employee deemed impaired or incapable of performing assigned duties.
2. An Employee experiencing excessive vehicle or equipment accidents.
3. An Employee exhibiting behavior inconsistent with previous performance.

4. An Employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
5. An Employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

If the Review Committee concludes that further drug screening by means of urinalysis is warranted, such testing shall be conducted immediately or within three (3) months on a random basis as determined by the Town in the Town's sole discretion and on Town time. If these procedures are not followed, Employees may refuse to submit to the test without being disciplined. Alcohol testing shall be performed without Committee review based upon reasonable suspicion as hereinbefore provided.

If drug testing is warranted, an Employee may voluntarily participate in a rehabilitation program as a substitute for the said permitted three (3) months random testing. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require alcohol and drug testing shall be final and binding and not subject to the Grievance and Arbitration Procedure. The test sample taken from the Employee shall be secured by the Town physician, the Nurse Practitioner or a testing laboratory designated by the Town and the Union. Failure to provide the test sample as directed will result in disciplinary action.

In the event that the test proves negative, the Employee will be paid double-time for all time used in this process.

Termination of employment is appropriate where an Employee has been offered the rehabilitation options set forth herein and has thereafter failed a test lawfully required; or where the Employee operated a vehicle under the influence; or where the Employee fails to be tested within the established time limit or otherwise interferes with the testing process. In the absence of such circumstances, the following procedure is to be offered to the Employee.

Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. Available sick leave

may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this Article that an Employee who is found to test positive on the drug screening shall be treated within the Employer/Employee relationship. It is incumbent upon the Employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The Employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed. The Employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The Employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the Employee shall be immediately subject to disciplinary action which may be termination of employment.

It is agreed that the Parties will make every effort to protect privacy and confidentiality. The Parties will develop a specific plan to protect privacy.

ARTICLE 33 **DURATION**

Subject to an appropriation by the Town meeting, as provided for in Section 7(b) in Chapter 150E of the Massachusetts General Laws, the provisions of this Agreement shall take effect July 1, 2022 and shall continue in full force and effect until and including June 30, 2025. The Employer and the Union agree to commence negotiations not later than February 1, 2025 for a new or amended Agreement to supersede or take the place of this Agreement. If negotiations for a successor Agreement are not completed by June 30, 2025, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its behalf by the Selectboard, and by the duly designated Chief of its Police Department, both duly authorized, and the New England Police Benevolent Association, Inc. has caused this Agreement to be executed in its behalf by the President of its Local Union No. 184, duly authorized at Montague, Massachusetts, on the _____ day of _____, 2023.

TOWN OF MONTAGUE:

NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION, INC.:

By _____ By _____
President of its Local Union No. 184 Chairman, Selectboard

By _____ By _____
Member

By _____ By _____
Member

By _____ By _____
Chief of Police

APPENDIX “A”
COMPENSATION

SECTION ONE:

Effective July 1, 2022 (3.0% increase):

Grade:	1	2	3	4
Sergeant:	32.47	33.75	35.09	36.49
Staff Sergeant:	36.03	37.48	38.98	40.53

Effective July 1, 2023 (2.5% increase):

Grade:	1	2	3	4
Sergeant:	33.28	34.59	35.97	37.40
Staff Sergeant:	36.93	38.42	39.95	41.54

Effective July 1, 2024 (2.5% Increase):

Grade:	1	2	3	4
Sergeant:	34.11	35.45	36.87	38.34
Staff Sergeant:	37.85	39.38	40.95	42.58

Effective July 1, 2018, this scale reflects an additional hazardous duty stipend of 0.5% added to the regular base rate of pay on the schedule for all unit members. This rate shall also be included in the base rate for overtime calculation purposes. The purpose of this stipend is to reimburse unit members for the evolving hazardous working conditions inherent in their job, which may change over time, including, but not limited to, responding to medical emergencies that may require the use of CPR, defibrillation (including with AEDs) or the administration of medication or medical procedures such as the administration of NARCAN and/or EpiPens or exposure to hazardous substances.

SECTION TWO:

Wage/salary schedule and step increases, shall go into effect on July 1 or such other date as established by this Agreement. Newly hired and transferred/promoted employees must be working for the Town in their new grade/step for a period of 3 months prior to receiving a negotiated step increase for their new grade/position or else they are not entitled to any such increases until the effective date of step increases in the following fiscal year.

SECTION THREE:

A shift differential will be paid as follows:

3:00 p.m. - 11:00 p.m.	\$1.00 per hour
11:00 p.m. - 7:00 a.m.	\$1.25 per hour

SECTION FOUR:

When unit members are promoted/assigned to a new position that results in a move to another pay scale in the labor agreement, the unit member will be placed on the Step on the new scale that allows for a ninety-five cent (95¢) per hour increase (or yearly equivalent if not an hourly position).

SECTION FIVE:

Sergeants who are assigned to the position and perform the functions of on-call detective shall receive an annual stipend in the amount of \$1,500.00. This amount shall be pro-rated for sergeants assigned to on-call duty for only a portion of the fiscal year.

APPENDIX “B”

EXTRA WORK RULES

1. Employees with days off have first choice on all work on their days off.
2. Choice of work is made according to seniority.
3. Eight (8) hour shifts are to be filled first; if a shift is not selected, no other work will be offered to that Employee, except he/she has preference before a special.
4. After Employees with days off have taken all the work they want, jobs left will go to Employees without the day off according to seniority: one choice per Employee down the list.
5. Employees with days off must be signed up for all choices two (2) days before days off. When there is an unusual amount of work, Sergeants may start filling jobs sooner. Late jobs are an exception.
6. Anyone refusing a shift goes to the bottom of the list, which includes the Employees without the day off. This is to prevent someone from refusing a shift and then taking another job.
7. Anyone signing off after sign up, unless ill or an emergency, goes to the bottom of the list of Employees with days off on his/her next day off. This is to prevent someone from taking a gravy job on his/her first day off and a shift on his/her second day and then working the gravy job and canceling the shift. Sergeants shall judge each case.
8. No extra work is to conflict with an Employee’s regular work schedule.
9. No one is to sign the extra work sheet except the Sergeant in charge or the duty Sergeant.
10. If an Employee is signed up for a job and the other Employees with the day off have jobs or have signed off and a higher paying job comes in, the Employee may change to the higher paying job before it is offered to someone without the day off. This will depend on the number of extra jobs

already signed up on the sheet. If there are too many jobs, it would not be feasible to change the sheet. This decision will be handled by the Sergeant handling the sheet at the time.

11. The Sergeant in charge of the work sheet will settle all conflicts. If not satisfied, see the Chief before the jobs are worked.
12. If a “no” is by an Employee’s name, put there at his/her request, he/she will not be called.
13. Only one (1) Saturday or Sunday per month may be taken off singly or together as vacation days.
14. An Employee who passes over a job on his/her first choice loses his/her turn until the second time around. (Example, bank job is the only job on the sheet; first Employee refuses, so it goes to the next Employee. If second Employee takes it and another job comes in, it goes to the third Employee, etc.)
15. Eight (8) hour shifts may be split only after all Employees (with or without days off) have passed on the full shift.
16. All extra work is to go to regulars before a Special is called.
17. Sergeants have preference on all Sergeants’ shifts. They must take a shift first, then they have the choice of any other work left, it being understood that Employees have preference on all Employees’ shifts.
18. Employees who are interested in working on their days off will keep the Sergeant informed of their whereabouts. Only one call will be made to anyone after the two (2) day deadline.
19. When a job comes in to be worked that day, the first available Employee who can be contacted and accepts will get the job. All personnel starting with the Employees with the day off without a job will be called, then the other Employees with the day off, and then down the line according to seniority.
20. Before a written grievance is submitted, the aggrieved Employee must try to settle the grievance through the chain of command (Sergeant, Staff Sergeant,

Lieutenant, Chief) before the job is worked unless the event occurs on the Employee's day off.

21. If the Employees with the day off have refused a shift and it is taken by an Employee without the day off and a late job other than a shift comes in, it will be offered to the next Employee in line without the day off. If the late job is a shift, it will be offered to the Employees with the day off first and then down the line.
22. If the junior officer on a day off takes a shift or shifts after the senior officers have refused and another shift comes in, he/she will have first choice to change or keep the chosen shift. If he/she changes shift(s), the open shift(s) will be offered to the officers with the days off again. If they again refuse, it will be offered to the other officers who can work it. Only one offer (either verbal or phone call) will be made on the above and only when there are less than four (4) jobs and time allows. The Sergeant has discretion.
23. Notwithstanding anything else above, regular officers have no preference for work available due to an officer attending the Police Academy for initial training, nor for work available as a result of a vacancy that extends beyond thirty (30) calendar days, nor for carryover vacation time as outlined in Article 12, Section 4.
24. Where an Employee is not provided an overtime opportunity due to error or failure to follow established rules, the remedy shall not include an obligation on the Town to pay for time not worked.

AGREEMENT

between

THE TOWN OF MONTAGUE, MASSACHUSETTS

and

**UNITED ELECTRICAL, RADIO AND MACHINE WORKERS
OF AMERICA, LOCAL 274**

EFFECTIVE: July 1, 2022 through June 30, 2025

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ARTICLE 1
AGREEMENT

- A. Agreement entered into between the TOWN OF MONTAGUE in the County of Franklin, Massachusetts (hereinafter called the "Town") and the UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE) and its AFFILIATE LOCAL 274 of the UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (hereinafter called the "Union").

ARTICLE 2
PURPOSE OF AGREEMENT

- A. This Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Town, its employees in the bargaining unit and the Union.
- B. It is the desire of both Parties to cooperate in maintaining a harmonious relationship between the Town and its employees, to provide an amicable method of settling any difference or grievance relating to wages, hours and other conditions of employment which may arise from time to time, and to provide for the performance by the Town employees of their work in a conscientious, productive and skillful manner which will serve the efficiency and economy of operation of the service to the Town.

ARTICLE 3
UNION RECOGNITION

- A. The Town recognizes the Union as the exclusive representative of all full-time and regular part-time employees in the Department of Public Works ("DPW"), and Clean Water Facility ("CWF") and excluding all superintendents and assistant superintendents, working foremen, professional employees, clerical employees, all temporary, seasonal and casual employees, and all other employees of the Town.

ARTICLE 4
NO DISCRIMINATION

- A. The Town agrees that no employee shall in any manner be discriminated against on account of membership in the Union or by reason of any Union activity.

- B. The Town and the Union hereby agree that neither Party shall discriminate against employees because of race, color, creed, sex, sexual orientation, genetic information, gender identity, religious affiliation, ancestry, veteran/active military status, national origin, or age as defined and protected under state or other applicable federal law.

ARTICLE 5
CHECKOFF OF DUES

- A. The Town agrees to deduct current monthly dues in installments weekly for any employee covered by this Agreement who so individually authorizes the Town in writing on the following form, and promptly remit the same to the Financial Secretary of the Local.

CHECKOFF AUTHORIZATION

By: _____
(Name of Employee)

To: Town of Montague

Effective: _____
(Date)

I hereby request and authorize you to deduct from my earnings each week, the amount of UE membership dues. This amount shall be paid to the Financial Secretary of Local 274, United Electrical, Radio & Machine Workers of America (UE). These deductions may be terminated by me by giving you a sixty (60) days written notice in advance to both the Town and the Union, or upon termination of my employment.

Employee's Signature

- B. The Union agrees to and does hereby indemnify, defend and hold the Town harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Town in reliance upon any information, list, notice, statement, or authorization for the checkoff of Union dues delivered to the Town by the Union.

ARTICLE 6
NO STRIKE CLAUSE

- A. The Union and the employees agree that they will not for any reason, including an alleged prohibited practice within the meaning of the M.G.L. c. 150E, authorize, threaten or participate in any strike (including a "sympathy" strike), job action, slowdown, work stoppage, or any interruption of or interference with the operations and services of the Town by concerted action.
- B. No grievance or other dispute need be taken up for discussion and settlement by the Town until any such violations have been terminated. Any employee or employees who engage or participate in any of the prohibited conduct described in Paragraph A shall be subject to disciplinary action, including reprimand, suspension or discharge, and such action, if taken by the Town, shall not be subject to the provisions of the grievance procedure except as to the question as to whether the employee or employees who were disciplined or discharged did in fact participate in or encourage or were responsible for the violation of the provisions of Paragraph A. In the event that any employees engage or participate in any of the prohibited conduct described in Paragraph A, the Union shall promptly, forthwith and without delay:
 - (1) Publicly disavow such action by the employees; and
 - (2) Instruct such employees to cease such action, to return to work immediately, and to comply promptly with the provisions of this Article.
- C. The Town agrees that, during the term of this Agreement, it shall not institute a lockout against the employees covered by this Agreement.

ARTICLE 7
TOWN RIGHTS

- A. The Town, the Union and the employees agree that the right and responsibility to operate and manage the business and the affairs of the Town, to select and direct the working forces and to control, direct, discontinue and change the use of its properties and facilities are vested exclusively in the Town. These rights and responsibilities include by way of illustration the right to determine, control and change work and experimental operations; the right to select, test, train and to determine the ability and the qualifications of the employees; the right to determine, control and change emergency, experimental, operating, production, shift, training and working assignments and schedules; the right to control, plan, change and direct facilities equipment, tools and operations; the right to determine, control, plan and change routes, route schedules, and job assignments; the right to determine, control, plan and change all matters pertaining to purchase, sale or disposition of equipment, and the organization of the management staff; the right to establish, distribute, modify and enforce reasonable rules of employee conduct, manuals of operating procedures and rules and regulations governing matters pertaining to safety and health within the operations of the Town; the right to determine, control and change the quality and nature of its products, materials and services and the quantity of production; the right to employ, lay off, discharge, retire, assign, discipline, transfer, interview and promote its employees, including casual, seasonal, temporary employees and contract labor except as specifically limited by this Agreement; the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment whether or not arguably within the capacity of Town employees to perform; the right to determine, control and make changes in work assignments, job content, productivity and performance standards, frequency and standards of inspection, the size of the work force and the right to investigate all matters relating to Town operations, citizen complaints and employee conduct; the right to determine, control, plan, direct and change facilities and services on Town premises for the use or benefit of the employees; the right to introduce and operate new or improved methods, facilities, processes or techniques; the right to control, determine, direct, establish, change and discontinue Town functions and services or the location or the operation of its garage, office, or other facilities; the right to acquire, change, discard, install and remove equipment, machinery, time recording systems, buildings, tools and other facilities; the right to determine, establish and change any form of employee

benefits not otherwise provided for in this Agreement; the right to maintain discipline and order and to maintain or improve efficiency within its operations and all other rights pertaining to the operation and the management of the business and the affairs of the Town and the establishment and change of conditions of employment not specifically given in this agreement to the Union or to the employees. The failure by the Town to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of the right of the Town to control, operate and manage its business. The Union and the employees agree that, except as otherwise specifically provided in this Agreement, nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent right to the management of the Town to operate and conduct its business, facilities and services within maximum efficiency or of the common law right of the Town to control, direct, manage, plan and make changes in the business or the affairs of the Town, and to unilaterally exercise rights and authority as provided and illustrated in this Section; provided, however, that none of these rights shall be exercised by the Town contrary to any specific provisions of this Agreement.

ARTICLE 8 **SENIORITY**

- A. The Town recognizes the principle of seniority and agrees to apply said principle in accordance with the provisions of this Article. Seniority shall be defined as the employee's total length of active service for the Town, excluding prior periods of employment from the Town in case of rehire. Seniority shall not accrue during periods of unpaid leave in excess of thirty (30) consecutive calendar days. To the extent provided in this Article, seniority may be exercised within, but not between, each of the following units:
- (1) DPW (including Light Maintenance and Landfill)
 - (2) Clean Water Facility
- B. Should the Town decide to lay off employee(s) within a particular job classification, the Town agrees to lay off the least senior employee if the abilities and experience within the classification of the remaining employees are otherwise equal. The Town agrees to provide the Union and the

employees involved with a week's notice of any intended layoff. An employee faced with layoff shall have a single option to bump laterally or downward within his/her unit (as defined in Paragraph A), provided the employee has more seniority and is then immediately qualified to fully perform the job. An employee who has the qualifications and experience may request he/she be allowed to bump into a higher grade job held by a less senior employee, and any denial of such request may be grieved up to and including Step 3 of the grievance procedure, where the decision shall be final. Recall from layoff shall be in the inverse procedure.

- C. Whenever the Town determines to fill a vacancy, other than temporary vacancies, the Town shall post the job for three (3) work days on the appropriate bulletin boards, during which time interested employees may submit written bids to the appropriate Superintendent. In posting a job, the Town may establish a minimum term of up to one year during which the employee who fills the job may not, without a specific and written waiver, bid on another job posting. In deciding upon the appointment, the Town will give due regard to unit and Town seniority, but shall also give due regard to an employee's attendance record and experience. Prior disciplinary action may also be considered if relevant to the requirements of the posted job. In any new assignment, there shall be a probationary period of thirty (30) days, during which either the employee or the Town may rescind the assignment, provided that the employee is returned to his/her former position. Any employee who is aggrieved by any decision under this Section shall have the right to appeal to the Selectboard or its designee(s), whose decision shall be final, except with respect to an alleged violation of Article 4. Upon request, the employee and the Union shall have the right to a copy of the job bid, the names of bidders, the name of the selected individual, and the reason for the decision.
- D. An employee shall lose his/her seniority and cease to be an employee of the Town for any of the following reasons:
- (1) If the employee quits;
 - (2) If the employee is discharged for just cause in accordance with Article 10;

- (3) If the employee fails to report within five (5) days after recall from layoff;
 - (4) If the employee is on layoff through three (3) complete fiscal years;
 - (5) If the employee is absent without notice for over three (3) days.
- E. Bargaining unit employees shall have the right to bid into vacant foreman positions which the Town intends to fill. The bidding procedure established shall apply. Employees who are awarded such a bid shall have a training period of one (1) year, during which time the Town or the employee, at the discretion of either, may terminate the award and restore the employee to his/her former position (or, if no longer vacant or existent, an equivalent position at the same grade). Seniority previously accrued shall be recognized after an employee has returned to the bargaining unit after having left it for a non-unit position.
- F. The Town may fill temporary unposted vacancies for no longer than thirty (30) calendar days with temporary transfers, after which it must post the job, unless the vacancy is caused by an employee being on a leave of absence for a defined time or a Town-authorized medical leave recovery period.

ARTICLE 9
PROBATIONARY PERIOD

- A. The first sixty (60) calendar days of an employee's employment, plus time off due to illness or leave of absence, together with the DPW employee's first snow season, shall constitute trial period during which no written warnings or discharge shall be deemed a violation of any of the provisions of this Article or a cause for or subject to the grievance or arbitration provisions of this Article. The snow season shall be the period between December 1st and the following February 28th. The Town may waive some or all of the trial period for specific employees, and the Town may extend the trial period by an additional 30 days. In the case where the Town chooses to extend the probationary period, the employee will receive all contractual benefits except those noted in this Article. No employee is guaranteed employment for the duration of a trial period.

ARTICLE 10
PROCEDURES FOR DISCIPLINARY ACTION OR DISCHARGE

- A. The Town agrees that it will not discipline or discharge any employee except for just cause.
- B. The Town agrees to give notice to the Union of any discharge as soon as possible. Any grievance or arbitration arising out of this Article shall be conducted as follows. The grievance may be filed with the Town Administrator at Step 2. A hearing on the grievance shall be scheduled at a mutually convenient time between the Union and Town Administrator, but in no event more than fourteen (14) days after the filing of the Step 2 grievance. The Town Administrator shall respond to the Step 2 grievance in writing within seven (7) days after the meeting. Thereafter, the parties shall follow the grievance procedure as outlined in Article 11.
- C. In making a determination as to whether or not discipline was administered for just cause, the arbitrator shall take into consideration the Town's policy on Standards of Conduct, Appendix "A."

ARTICLE 11
GRIEVANCE PROCEDURE

- A. A grievance is a dispute arising during the term of this Agreement between the Town and the Union or any employee as to the application and interpretation of this Agreement.
- B. The Union and employees agree that the exclusive method for the adjustment, processing and settlement of a grievance is and shall be in accordance with the grievance and arbitration procedure prescribed in this Agreement. The Town, the Union and employees agree to be bound by any determination or decision which shall be made in accordance with this Agreement.
- C. All time limits provided in this Article may be extended by mutual agreement. Wherever the phrase "working days" is used, the phrase includes Monday through Thursday but does not include holidays as defined in this Agreement. A grievance as defined in this Agreement shall be processed and, if possible, settled in accordance with the following grievance procedure:

Step 1: The employee and/or the Union shall present the grievance orally or in writing to the employee's Superintendent within five (5) working days after the action or matter occurred or the time when knowledge of the events leading to the grievance should reasonably be known to the affected employee(s). If they cannot reach a satisfactory settlement within three (3) work days, then the matter shall be submitted in writing to the Town Administrator at Step 2 within the next five (5) work days.

Step 2: A meeting between the Union grievance committee, accompanied, if desired, by representatives of the Local or International Union, the aggrieved employee, if he/she so desires, and the Town Administrator or his designee, shall be scheduled at a mutually convenient time between the Town Administrator and the Union, but in no event more than fourteen (14) calendar days after the filing of the Step 2 grievance. The Town Administrator shall submit a written answer to the Union within seven (7) calendar days after the meeting. If the answer is unsatisfactory, the complaint shall be referred to Step 3 within five (5) work days after receipt of the answer, to the Selectboard.

Step 3: Upon timely receipt of a Step 3 grievance, the Selectboard shall schedule a meeting with the Union, to be scheduled at a mutually convenient time between the Selectboard and the Union, but in no event more than fourteen (14) calendar days after the filing of the Step 3 grievance. Within seven (7) calendar days after the meeting, the Selectboard, or its representatives designated for the purpose of this grievance, shall provide the Union with its written decision on the grievance.

Step 4: A grievance which is not settled after the completion of the Step 3 procedure may be submitted to arbitration in accordance with the following procedure:

- (a) Within forty (40) calendar days after receipt of the Selectboard's denial of the Step 3 response, the Union may submit a request for arbitration to the Federal Mediation and

Conciliation Service, with a copy to the Town. At any time prior to the appointment of an arbitrator, the Town and the Union may agree upon an arbitrator.

- (b) The demand for arbitration shall state the provision or provisions of this Agreement allegedly violated and shall state the remedy or relief sought.
 - (c) The parties shall select an arbitrator in accordance with FMCS Labor Arbitration Rules.
 - (d) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions submitted. The arbitrator shall be bound by the provisions of this Agreement and he shall not have any authority to add to, subtract from, modify or alter any of the terms or provisions of this Agreement.
- D. The expenses of the arbitration shall be shared equally by the Town and by the Union, except that expenses related to witnesses will be borne by the party calling the witness.
- E. The Town need not arbitrate and will not be bound by any arbitration award involving a matter also subject to Civil Rights, OSHA, Labor Relations Commission or other administrative agency action, unless the Town is first satisfied that such other procedures and avenues of litigation have been effectively waived.
- F. The Union grievance committee shall consist of up to three (3) employees for the Highway Department unit and up to two (2) employees for Clean Water Facility unit grievances, with the Town being provided with the names of these individuals and any changes as they occur.
- G. Grievance meetings shall normally be held after normal first shift hours; however, if the Town schedules such meeting(s) during regular work hours, those employees essential for participation shall be released, without loss of pay, but only for so long as the meeting shall be held.

ARTICLE 12
WAGES

- A. The classifications, grades and minimum rate ranges for all bargaining unit positions are made a part of this Agreement by attachment as Appendix "B". The rates shall be effective commencing with the first full payroll period in the designated fiscal year.
- B. Employees will be hired at no less than the minimum of the grade.
- C. Any employee who is unable to work due to injury sustained in the course of performing his duties will be compensated for the balance of the shift without requiring the use of sick leave.
- D. Step increases shall go into effect on July 1st of each year. Newly hired, transferred and promoted employees must be working in their June 30th grade/step on or before March 31st of a calendar year to be eligible to the step increase on July 1st of that calendar year. When an employee successfully bids on a job in a higher labor grade, he/she shall be placed in the higher grade in the Step that allows for a \$0.95 per hour increase.
- E. Upon thirty days' notice to the Union, the Town may change the present payroll practice to one on which employees will be paid on Friday for the full and complete preceding payroll period.
- F. When a qualified employee is assigned to operate equipment regularly operated by an employee in a higher grade, or when the Town request a CWF employee to fill in for an operator with a higher operations license or the operations foreman at the plant, the employee shall be paid at a rate equal to \$1.25 more than his regular hourly wage for all hours worked performing the job, provided the employee possesses the required license(s). An employee shall be considered qualified on the equipment after he has operated the equipment for at least forty (40) hours, and for at least twenty (20) most recent hours without accident or damage; the qualification time may be extended by mutual agreement if the Superintendent does not consider the employee qualified on the equipment. Nothing in this Agreement shall be interpreted to require the Town to assign any employee to the operation of any equipment or to any function where the Superintendent or his designee believes the assignment may create an unsafe situation. Assignments to above-grade

duties shall be within the discretion of the Town and are not subject to arbitration. It is understood that the Heavy Equipment Operator is eligible for Working Out of Grade Compensation under this section when assigned to perform as Supervisor for an entire week as vacation fill-in.

- G. Annual longevity increases will be provided in the following amounts for employees who have completed the indicated number of years of service:

5 years	-	\$300
10 years	-	\$500
15 years	-	\$900
20 years	-	\$1,000
25 years	-	\$1,100
30 years	-	\$1,200

ARTICLE 13
HOURS AND OVERTIME

- A. The pay week shall begin at 12:01 A.M. on Sunday and end at Midnight on the following Saturday. The pay day shall begin at 12:01 A.M. and end at Midnight that same day.

- B. The DPW work week shall consist of ten (10) hours per day, four (4) consecutive days per week, Monday through Thursday (except for unit members in the Clean Water Facility). The CWF unit members shall work Monday through Friday 40 hours per week and 8 hours per day, with varying hours to be assigned by the Superintendent or his/her designee. Nothing in this Article shall be interpreted as limiting the hours during which the Town facilities may be open or during which work may be performed. Nor shall anything in this Article constitute or imply a guaranteed work week. In the event, due to financial problems, the Town determines a need to reduce the work week or other alternatives, it will negotiate in good faith with the Union to reach an agreement. Prior to instituting any change of the work week or any furloughs, the Town will provide financial information requested by the Union and there will be no subcontracting of any work that could be done by the bargaining unit during such period. The Town agrees to meet and discuss with the Union a four day, ten hour work week and, if mutually agreed, to implement such a schedule for whatever work groups are covered by the

agreement during the summer period. Overtime will not be paid until after ten hours of work in one day under such a schedule and all leave time will be calculated in hourly increments.

- C. The first shift starting time shall be 6:00 A.M., except as otherwise mutually agreed. Any second shift or overlapping shift which the Town intends to establish for a duration of one week or more shall not be implemented, except in emergency, without two weeks advance notice to the Union and an opportunity for the Union to discuss the effects of such a decision. Landfill shift starting times will normally change in February and November to reflect patterns of use. Significant changes will not take place without one week's notice to affected employees.

The Union agrees to continue working beyond 4:00 P.M. in the event of an emergency as determined by the Town. If it becomes necessary due to the requirements of the Town's customers to change the hours of some or all operations, the parties agree to reopen negotiations as to the impact of such change.

- D. During every full shift, there shall be a ten (10) minute "coffee" break and a twenty (20) minute paid "lunch" break, each of them being on site. CWF employees shall have a ten (10) minute break between lunch and the end of the shift. There shall also be a five (5) minute "washing up" time at the end of each shift for employees whose assignments that day warrant such time; CWF employees shall be allowed a twenty (20) minute shower time. Employees who are called in for emergency overtime shall be entitled to a twenty (20) minute break for each four (4) hours of work performed, said breaks to be delayed, if possible, until the emergency work is completed.
- E. The Town will provide vehicles with waterless hand-cleaning materials and containers for drinking water.
- F. The Town may alter the work schedules of employees who are in a probationary period as necessary for training purposes.
- G. All hours which an employee is required to work in excess of (a) forty (40) hours in one calendar week or (b) ten (10) hours in one day shall be compensated at one and one-half (1 1/2) times the employee's straight time hourly wage rate. Vacation, holiday and sick time, paid for but not actually

worked shall be considered hours worked for the purpose of calculating an overtime obligation of the Town. There shall be no pyramiding of premium and/or overtime pay.

- H. The Town may require employees to be available for and to perform overtime work, and all parties to this Agreement understand that this requirement is an essential element of the employment relationship. The Town agrees that normal overtime opportunities will be offered to all available and qualified employees within the classification on an impartial basis and with as much notice as practicable. All DPW employees who are qualified and regularly remove snow and treat ice shall be offered the chance to work before any non-union person is called in for overtime work, provided that this does not impact the ability of on-duty managers to perform such work or to deal appropriately with emergencies. An employee shall be charged with overtime refused. An employee who cannot be reached by telephone or other agreed upon arrangement shall be regarded as refusing overtime.
- I. All work performed by CWF employees on a day celebrated as a holiday as provided in this Article shall be compensated on a double-time basis. All work performed by DPW employees during the 24-hour periods of Thanksgiving and Christmas shall be compensated on a double-time basis. All work performed by DPW employees during all other holidays shall be compensated on an overtime basis.
- J. In emergency conditions (e.g., flooding, storm damage, ice or snow emergencies), the provisions in Sections B and C above shall not be applicable, provided that normal schedules shall be resumed as soon as possible and the overtime provisions of this Article shall remain in effect. If an employee works a regular shift then has fewer than six (6) consecutive hours rest before his normal shift starts again, the hours worked on this next shift will be paid at the overtime rate.
- K. There shall be a shift differential for regularly scheduled second and third shifts of twenty-five cents (\$.25) and forty cents (\$.40), respectively.
- L. In case of a call-in, and if the employee reports to work within thirty (30) minutes, there shall be a minimum guarantee of three (3) hours work or pay. An additional call-in for the same job and location within a guarantee period will extend the minimum guarantee period by one (1) hour. Such additional

consideration is limited to one hour, in total, per staff member, per 24-hour period.

M. Separately from the general responsibility of each employee to be available for such operations as snow plowing, there shall be a standby crew as follows:

- For DPW employees, winter season standby shall be based on seven (7) days, after regularly scheduled workhours. Winter season standby shall commence at the discretion of the Superintendent, but shall be no less than fifteen (15) non-consecutive weeks in duration.
- Non-winter standby pay for DPW employees shall include all weekends (Thursday 4:00 p.m. to Monday 6:00 a.m.) and Holiday coverage (Thursday 4:00 p.m. to Monday 6:00 a.m. or 6:00 a.m. of the next regularly scheduled work day).
- DPW employee Winter standby or any seven-day shall be two-hundred ten dollars (\$210) per week (only applicable to the five (5) staff listed on the on-call schedule for the week).
- DPW employee non-winter weekend standby pay shall be one-hundred five dollars (\$105) per weekend.
- DPW employee holiday standby shall be one hundred thirty-five dollars (\$135) per Holiday weekend.
- CWF employee regular weekly standby pay shall be two-hundred ten dollars (\$210) per week.
- CWF employee holiday standby pay shall be two-hundred fifty-five dollars (\$255) per holiday week.
- Management will provide the standby schedule and the Union members will volunteer for standby shifts and volunteers will be scheduled in order of seniority by management.

- In the event there are no volunteers, employees shall be mandated in reverse order of seniority to fill standby shifts.
 - The Town agrees to provide pagers to the employees on standby or as deemed necessary to cover emergency situations. Failure on the part of an employee on standby, or an employee generally during periods of snow or other weather emergencies, to be available and reliable for assignments, unless Union prior excuse, shall constitute a failure or refusal to perform assigned work and shall be subject to Article 10 procedures.
 - Call in hours from 6:00 a.m. to 10:00 p.m. will be a minimum three (3) hour call-in pay
 - Call in hours from 10:01 p.m. until 6:00 a.m. will be a minimum four (4) hour call-in pay.
- N. Overtime Bank: The Town agrees that on a reasonable advance notice to the Town an employee may elect to defer winter overtime payments, to a maximum of sixty straight-time hours to an overtime bank and the employee will be able to take such time off during the following summer vacation season on request, subject to scheduling approval by the Superintendent. For each hour of overtime worked the employees if they so choose, will have one and one half hours credited to their overtime bank, up to the maximum of eighty hours. There will be no mandatory department shutdowns during the summer months except as provided below. The overtime bank cannot be carried over from year to year but 16 hours of current wages per year can be deferred for retirement.
- O. Scheduled overtime for CWF employees shall be a minimum of three (3) hours.

ARTICLE 14
HOLIDAYS

- A. The following thirteen (13) days shall be considered paid holidays under this Agreement:

New Year's Day	Memorial Day
Martin Luther King's Birthday	Independence Day
Presidents' Day	Labor Day
Patriot's Day	Columbus Day
Thanksgiving Day	Veterans Day
Christmas	Juneteenth

The day before Christmas (i.e., December 24th) shall be a paid holiday when it falls during the Monday through Thursday work week (or when it falls on a scheduled work day of an employee on a different work week). In any year in which the day before Christmas is not a paid holiday, the day after Thanksgiving shall be a paid holiday.

- B. Holiday pay equal to straight time pay for eight (8) hours for all full-time CWF employees and ten (10) hours for all full-time Highway Department employees shall be paid to all full-time employees.
- C. Holidays that fall on Saturday shall be celebrated the previous work day (Thursday or Friday), and holidays that fall on Sunday shall be celebrated the next day (Monday). For DPW employees, holidays that fall on a Friday shall be celebrated on the preceding Thursday.
- E. If a paid holiday occurs during an employee's vacation period, the employee will receive an extra vacation day in lieu of the holiday.

ARTICLE 15
VACATIONS

- A. Vacation leave with pay shall be earned by employees after completion of each year of service, on the anniversary date, in accordance with the following schedule:

One Year	---	80 hours of vacation
Five Years	---	120 hours of vacation
Ten Years	---	160 hours of vacation
Twenty Years	---	200 hours of vacation

Employees hired after July 1, 2013 will be capped at a maximum of 160 hours of vacation.

In addition, new hires earn 16 hours of vacation following completion of each ten (10) weeks of work during their first year, to a maximum of 80 hours.

- B. In the event of conflicting requests for vacation preference, seniority shall control. In the event of conflicting requests for the scheduling for time off (other than vacation requests in work week blocks, which requests shall take priority), seniority shall control unless departmental operations will be adversely affected. Up to 40 hours of vacation may be carried over to the next anniversary year; otherwise all vacation leave must be taken within twelve (12) months after it is earned, or it will be lost. Requests for vacation leave shall be made to the Superintendent with reasonable advance notice; if so made, the request shall be answered within five (5) work days and approval shall not be unreasonably withheld.
- C. A vacation, once set, cannot be canceled or changed, except by mutual agreement. An employee who is hospitalized while on vacation will be allowed to substitute sick leave for the vacation days involved.
- D. Vacation shall be taken in no less than half day increments, except that DPW employees who have used vacation under prior Agreements in less than half day increments may continue such practice.
- E. Whenever the employment of any person subject to the provisions of this Section is terminated during a year by layoff, resignation, discharge, retirement or death, without his having been granted a vacation to which he is entitled under such Section, he, or in the case of his death, his estate, shall be paid at the regular rate of compensation payable to him at the termination of his employment, an amount in lieu of such vacation; provided that no monetary or other allowance has already been made therefor. The official head of the department in which the person was last employed shall enter on the departmental payroll all amounts payable under this Section.

- F. Vacation shutdown for the DPW: Upon notice to the Union, no later than the end of February, the Town may request that the employees of the highway department select one week during the vacation season for a highway department shutdown. At the time the Town requests such shutdown they will notify the Union of the approximate number of employees they will require to work during such shutdown. The opportunity to work during the shutdown will be offered by seniority to the highway department employees.

ARTICLE 16
SICK LEAVE

- A. Full-time employees shall earn sick leave as follows: Employees shall earn 8 hours for each five (5) weeks worked, until they have worked for the Town at least one year, at which time, and annually on the anniversary date of that unit member thereafter, they shall be credited with 120 hours of sick leave, pro-rated for any employee who, during the previous year, was on layoff, unpaid leave, or Worker's Compensation for thirty (30) or more days.
- B. Unused sick leave, up to a maximum of 1,000 hours, may be accumulated and carried forward.
- C. Accrued sick leave of up to 80 hours per year may be used in the case of a serious illness of a spouse, parent or dependent where the employee's attendance at home or hospital is reasonably necessary.
- D. To be eligible for sick leave, the employee must notify the supervisor as soon as possible in advance of the employee's scheduled work hours. An application for sick leave must be filled out and signed by the employee and submitted to the office for approval by the Superintendent before sick leave can be paid for. In order to remain on sick leave status, it shall be the responsibility of the employee to notify the Town of the anticipated length of absence and any change therein.
- E. The Town may require the employee to produce a statement from a physician acceptable to it before authorizing sick leave or permitting the employee to return to work after an absence for medical reasons, but shall not impose such requirements unreasonably. Sick leave may be used only when the employee

has a bona fide illness or injury prohibiting work and not covered by Worker's Compensation, and in the case of serious illness of the spouse or dependent as described in "C" above; provided that no sick pay is available where the disability occurred during the course of employment elsewhere or self-employment.

- F. Sick pay shall be calculated only on the straight time rate applicable to the employee on the day of the absence, and shall be paid only for hours that the employee was scheduled to work at straight time. On request, in July of each year, the Town will provide a statement of such leave accruals.
- G. On or before July 15th of each year, the Town shall provide each employee with a statement showing the balance of that employee's accrued sick leave.
- H. Upon the death of an employee with 15 years of Town service, or upon an approved retirement under the Town Retirement plan, the Town will buy back up to twenty-five percent (25%) of the employee's unused sick leave, at the straight time rate then applicable. The amount of the buyback shall not exceed three thousand five hundred dollars (\$3,500.00).

ARTICLE 17
BEREAVEMENT AND PERSONAL LEAVE

- A. An employee shall be granted up to 40 hours off with pay in the event of a death in his or her immediate family for purposes of grieving, making funeral arrangements and attending the funeral. Payment shall only be made for those days on which the employee was actually scheduled to work. Immediate family for purposes of this Article is defined as spouse, child, parent, brother, sister, grandparent, grandchild, or parent of spouse. Upon the death of any other relative, the employee shall be entitled to leave work without loss of pay for one day. An employee may be granted additional time off with pay at the discretion of the supervisor. The Town may request that an employee claiming the foregoing shall provide reasonable proof of death.
- B. On his/her anniversary, an employee shall be entitled to 24 hours of personal leave, to be scheduled and used in the same anniversary year with the mutual agreement of the employee and the Superintendent, or his designee. Personal

leave requests must be for minimum one hour increments, and response will not be delayed beyond the reasonable time needed to arrange for coverage.

- C. In an instance where DPW unit members have four (4) or less hours of personal time, the Town will allow a one-time use in the fiscal year of vacation time to cover up to six (6) hours of personal time so the DPW unit member can take the whole day off.

ARTICLE 18
JURY DUTY LEAVE

- A. Any employee who is called to and reports for jury duty shall have his regular salary continued during the period of jury service. The employee will be paid only for time lost on regular work days. In order to receive payment for jury time, the employee must give the Town prior evidence of the summons and must furnish satisfactory evidence from the Clerk of Court of the time served and amounts paid. Jury duty pay, when received from the government, is to be paid over to the Town, which shall return to the employee any amounts earned on days the employee was not scheduled to work, plus any amounts constituting expense payments. Nothing herein shall be applied so that an employee shall receive in jury pay and regular pay more than his normal wages. In order to receive benefit of this provision, employees on the day shift are expected to report to work whenever they are released from jury duty before Noon. This Article does not apply in cases where the employee voluntarily applies for jury duty.

ARTICLE 19
OTHER LEAVES OF ABSENCE

- A. Unpaid leaves of absence for up to one (1) year may be granted by the Superintendent, subject to approval of the Selectboard, at their discretion.
- B. Leaves of absence by an employee due to her pregnancy will be granted in accordance with state law.
- C. The Town agrees that up to two (2) Union Representatives will be granted unpaid time off to attend not more than three (3) District Council meetings, and one (1) National Union Convention per year, provided that there is no interruption or disruption of operations or security. The Union shall provide

reasonable written notice to the Town's Executive Secretary prior to such meetings.

- D. Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrent as both FMLA and contractual leave, and the more liberal provisions shall apply.
- E. When Town Hall employees have a full paid day off due to snow, employees in this unit will be given a paid floater personal day to be taken later in the fiscal year.

ARTICLE 20 **INSURANCE**

- A. The Town will offer Hospital and Medical Insurance and Life Insurance (\$10,000) plans to its employees. The Town, after negotiating with the Union and after consulting with the Insurance Advisory Board, shall have the right to make the final decision on the plans offered.
- B. The contribution towards health insurance premiums shall be an 80% contribution rate for the Town and a 20% contribution rate for employees.
- C. The Town shall continue its obligation to the Town employees in compliance with the provisions of Chapter 32B of the General Laws, and will establish and maintain an Insurance Advisory Board.
- D. The Union agrees to consider the Town moving into the GIC plan if all other conditions required by the law are met and if the move will have a positive cost benefit to the employees compared to the other options available to the Town from its current provider(s).

ARTICLE 21 **PENSION PLAN**

- A. The retirement system and pension plan provided under Chapter 32, M.G.L. shall continue to be applicable to employees covered by this Agreement in accordance therewith. The Town shall furnish each employee with booklets or any other information available to it setting forth the rights and benefits under the plan.

ARTICLE 22
SAFETY

- A. The Town and the Union and the employees agree to cooperate in order to provide the public and the employees of the Town with safe departmental operations. Each party agrees to make reasonable efforts to take necessary steps to accomplish the objectives of the parties.
- B. No employee shall be required to perform any task which he/she reasonably believes would create an abnormally dangerous condition.
- C. The Town will furnish each new employee with adequate rain gear, rubber boots, gloves, ANSI-approved reflective vests/wear, and helmets. The employee shall be responsible for the proper storage, use, care and maintenance of the items assigned. The items shall remain the property of the Town and are to be used on for Town business. The Town will reimburse each employee up to Seven-Hundred Dollars (\$700.00) per year to cover the cost of the purchase of approved clothing and safety shoes (Appendix G).

If the Town secures and pays for a uniform rental program for CWF employees, the clothing allowance for CWF employees will be Three-Hundred Fifty Dollars (\$350) per year. Employees agree to cooperate with such program. Uniforms shall be appropriate for the position and will mitigate hazards associated with the environmental conditions in which employees work.

- D. All employees shall wear steel or composite-toed safety shoes. Safety shoes are not to be unreasonably used outside of Town business.
- E. The Town will contribute up to Two Hundred Fifty Dollars (\$250.00) for the repair or replacement of glasses damaged in the course of work without negligence, provided however that such a replacement will be with safety glasses or lenses.
- F. Should a member be on a call-in and deem another bargaining unit member is needed for safety reasons, the member shall have a right to request that a second bargaining unit member be called in to provide assistance. The request shall not be unreasonably denied.

- G. Should working conditions change in a way that increases the likelihood of employees being exposed to health and safety hazards, the parties agree to convene to bargain over the effects and impacts of the change. When practicable, the Town will provide the Union with no fewer than thirty (30) calendar days' notice of such change. The Town agrees that it will not alter employee job duties in a way that could increase risks to the health and safety of employees without mutual agreement of the Union, nor will the Town intentionally alter the working conditions of employees in a way that could increase risks to the health and safety of employees without mutual agreement of the Union.

ARTICLE 23
MISCELLANEOUS

- A. Within ten (10) days of any change in rates or classifications, or of the hire of a new employee, the Town shall notify the Union.
- B. Employees are required to notify the Town of any change in address or telephone number where he/she can be reached.
- C. The Union shall keep the Town advised of the names and titles of all Union officials representing the Union.
- D. Employees who are scheduled to work less than twenty (20) hours per week are not entitled to the benefits set forth in Articles 13 through 18, and 20 and 21.
- E. Employees who are unable to perform their regular work due to job-related illness or injury, and who are eligible for Worker's Compensation benefits, may be assigned to other duties within the department if medically authorized, and if qualified to perform the duties. If sufficient such duties are not available in the department, the Town may offer the employee work in other Town departments, which the employee may decline for good cause. Such an assignment shall not result in any substantial change in the employee's hours of work, and the employee shall receive his/her regular compensation and benefits, and shall continue to be covered by this Agreement.

- F. In the event that the Town decides to subcontract work regularly performed by bargaining unit employees in circumstances where the bargaining unit employees are available, with the necessary skills and equipment to do the work in the required time, the Town shall give the Union thirty (30) days written notice of its intention. This requirement shall not exist in the case of emergency or in the case of such long-standing practices as snow-plowing (unless radically expanded), carpentry or tree work contracting, or the use of seasonal help. Within five (5) work days of receipt of such a notice by the Union, the Town, upon request, agrees to meaningfully bargain in good faith over the effects of such decision. During snow/ice emergency periods, the Town may employ reserve drivers at the starting rate of the lowest grade (currently \$13.55 per hour) when regular driver employees are not available and the overtime list has been exhausted.
- G. The applicable Town policy on substance abuse is at Appendix "C."
- H. The Town and the Union agree to the CWF weekend coverage agreement attached as Appendix "D."
- I. At the Town's expense, the Town may require an employee to take an annual physical examination by a Clinic or physician of the employee's choice. The complete report will be provided only to the employee; however, the Town will be informed of any physical fitness (i.e., physical, mental or emotional) condition which may reasonably interfere with the performance of the employee's duties, together with any recommended regimen of exercise, diet or other prescription designed to alleviate, reverse, or improve the condition or concern. This provision does not have a disciplinary purpose, and the Town agrees to cooperate with the employee and the Union to reasonably accommodate and/or correct any fitness problem affecting the employee's work performance.
- J. The Town shall pay the cost of a CDL license, and shall pay testing and renewal fees for Hoisters and CWF licenses when required by the position or request by the Town. All employees who currently possess such licenses will continue to have their license fees paid for by the Town. The Town shall pay for all test fees required for the CDL license in order to take the test one time. Additionally, the Town shall cover the cost of any DOT required annual physicals as well as any necessary state mandated continuing educational requirements to maintain any required license held or as required to meet job

requirements. In the event the state requires testing that an employee fails, the Town will not pay the cost of a re-test or repeated continuing education needed for a re-test.

- K. The Town will pay the cost of typhoid and tetanus protection and hepatitis B shots required of employees who perform sewer work or CWF work. The Town will provide Hepatitis A shots to employees required to have such protection.
- L. In the event that the Town discontinues the landfill operation, the Union will be given a sixty (60) day written notice and will be given the opportunity to bargain with the Town over the effect(s) of the decision. The decision to discontinue the landfill operation will not be subject to grievance and arbitration.

Should the Town decide to expand its operations subject to this Agreement, with resulting impact on or opportunities for employees of this bargaining unit, it is agreed that the Town's right to do so shall not be modified except that the Town will negotiate in good faith as to the impact of such changes.

- M. The Town may use prison labor for tasks for which bargaining unit employees are unavailable to perform in a timely manner. Such tasks may include picking up litter, cutting brush, moving items, painting and roofing. In no event will the availability of prison labor be considered a basis for eliminating any union position. Town employees shall not be responsible for guarding or transporting the prisoners.
- N. All leave time for each individual unit member shall accrue on the anniversary date of that unit member.
- O. The Town shall reimburse CWF employees for the purchase of tools, materials, and consumables that have been used for the completion of their work duties at the request of a Department Head. If employee-owned tools are damaged while being used for CWF work duties at the request of a Department Head, the Town shall reimburse employees for the cost of their replacement or repair.

ARTICLE 24
UNIFORMS

- A. All employees shall be required to wear uniform clothing whenever working for the Town. The Town will annually provide two (2) ANSI-approved reflective hooded sweatshirts, which will be ordered no later than August 31st.

- B. Upon termination or lengthy interruption of employment, employees shall return all Town-purchased items of clothing and equipment in clean and good condition (It is understood that some items of clothing and equipment may no longer be in good condition due to normal wear and tear). The cost of the items not returned shall be deducted from the employee's pay.

ARTICLE 25
SCOPE OF AGREEMENT

- A. The parties acknowledge that, during their negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- B. Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to unilateral action by either party involving any subject matter referred to or covered in this Agreement or with respect to any subject or matters not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- C. No addition to, alteration, modification or waiver of any provision of this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Employer and the Union.

ARTICLE 26
DURATION

- A. This Agreement shall be effective July 1, 2016 and shall continue in full force and effect through June 30, 2019.

- B. Either party desiring to make any changes or modification in this Agreement to become effective at the end of the initial term or at the expiration thereof, shall notify the other party in writing of its desire either to enter into negotiations for the purpose of making changes or modifications herein, or of its desire to terminate this Agreement at least sixty (60) days prior to the expiration of the initial term or any extensions thereof. In the event that any change or modification so requested by either party is not mutually agreed upon prior to the expiration of the initial term or any extension thereof, the Agreement shall terminate at such expiration date unless the same shall be extended by mutual consent.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement, including its Appendices "A" through "E," to be executed in its behalf by its undersigned Selectboard members, all duly authorized; and the United Electrical, Radio and Machine Workers of America (UE) and its affiliate Local 274 of the United Electrical, Radio and Machine Workers of America (UE), has caused this Agreement to be executed in its behalf by its officers and representatives, each duly authorized, this _____ day of _____, 2023.

TOWN OF MONTAGUE:

UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA
(UE) and its AFFILIATE LOCAL
274 of the UNITED ELECTRICAL,
RADIO AND MACHINE WORKERS
OF AMERICA (UE):

By _____ By _____

By _____ By _____

By _____ By _____

APPENDIX "A"
STANDARDS OF CONDUCT

The following standards of conduct have been established in pursuit of the best interests of the employees, the public and the accomplishment of our public purpose.

Less Serious Matters

Certain conduct may be grounds for counseling and warning on the initial occasion. Inattention to duties, rude or discourteous behavior toward the public or co-workers, occasional absenteeism or tardiness, public use of obscene language – are typical of this kind of conduct. Repetition of such conduct after warning will be grounds for further and more serious discipline.

Serious Misconduct

Certain conduct in itself or because of its repetition is so serious that severe discipline, up to and including discharge, without counseling or warning, is warranted. Examples of such conduct are:

- (1) Deliberate damage to equipment or Town property, or damage resulting from gross negligence.
- (2) Unjustified failure or refusal to carry out a work assignment, except when due to equipment failure.
- (3) Falsifying information on an employment application, a time record or any other official document or any other form of dishonesty.
- (4) Insubordinate or deliberately flagrant antagonistic conduct.
- (5) Failure to report for work without notice and a legitimate excuse.
- (6) The use or possession of alcohol, narcotics or firearms on Town premises or work sites during working time, or in Town vehicles or equipment.
- (7) Theft of property of the Town or that of another employee.

- (8) The use of repeated verbal threats or other serious threats of violence.
- (9) Stopping work or leaving the work place during working hours without the approval of the supervisor, except for reasons beyond the employee's control, in which case the employee shall immediately notify the supervisor.
- (10) Conduct usually considered dangerous to the person or property of others.
- (11) Reporting for work under the influence of alcohol or narcotics.
- (12) Failure to maintain proper motor vehicle registry or other required permits and licenses.
- (13) Conduct which brings into disrepute or causes severe embarrassment to the Town.
- (14) Deliberate failure to require the payment of Town-required fees (e.g., landfill).

The specific conduct described above does not include all of the grounds for discipline or discharge after a warning. These descriptions are intended as illustrations of the type of conduct which must be avoided for the good of our employees and the Town. Any other material violations of the law or public regulations or conduct usually considered harmful to the person or property of others will be grounds for discipline.

Application of Discipline

Town policy with respect to employees follows one of two courses, depending on the nature of the behavior:

- (1) Aggravated or very serious misconduct should result in immediate indefinite suspension, pending investigation of all the circumstances, with the employee given a specific date and time to report to the Superintendent for further conference one or two working days later. In the meantime, the Superintendent will determine whether to impose

a written warning, a one-week suspension, a two-week suspension, or discharge. Obviously, the warning will be appropriate only where investigation reveals substantial mitigation.

- (2) Improper conduct of a less immediate nature, but which has continued or recurred despite counseling and after one written warning, should, at the time of the next occurrence, result in a three-day suspension. Another occurrence calling for discipline should result in termination.

Thus, the stages of discipline for successive instances or continuation of unacceptable but not serious misconduct (whether the same or different types of misconduct) are:

- (1) One oral warning noted in the file.
- (2) One written warning. Warnings shall be provided to or shown to the employee, and a copy shall be provided to the employee for the Steward.
- (3) Three-day suspension without pay.
- (4) Termination.

While the Town is not obligated to do so, it will in appropriate cases make an effort to advise an employee at least one day in advance of the possibility that he/she will be suspended or terminated.

Removal of Disciplinary Records

Time actually worked without further cause for warning or discipline will result in expunging from the personnel file references to prior warnings or discipline. An oral warning, which is noted in the file, will be expunged after six months of active employment; a written warning will be expunged after two (2) years and a suspension after four (4) years. Documents expunged from the personnel file under this section may be retained by the Town to be used for statistical purposes, or to be available for non-disciplinary purposes, it being understood that such records shall not be used by the Town to bypass the stages of discipline set forth above.

Absence and Tardiness

Repeated, unreasonable or chronic tardiness will be a matter for counseling and, if repeated or continued, will result in an oral warning, a written warning, a three-day suspension, and ultimately, termination.

Any unapproved or unjustified absence warrants a written warning against reoccurrence, and discipline if needed. Unreasonable failure by an employee to give prompt notice that he or she will not be able to work scheduled hours is also unacceptable.

Where a pattern of absences appears or where an employee is absent on a day for which attendance has been previously designated as particularly important, or in any circumstances where abuse of the sick leave benefit is reasonably suspected, the Town may require the employee to produce appropriate evidence supporting application for sick leave.

Within a period of one year, five or more single day sick leave applications, or single and two-day sick leave applications totaling more than seven days shall be a matter for administrative concern. Employees whose poor health consistently requires more sick leave than this constitute a problem for the other employees and the need of the Town to consistently maintain adequate staffing; such employees will be counseled and, if improvement does not take place, other methods of dealing with the situation will be explored. If the absenteeism continues, and if the disruption it causes cannot be avoided by such approaches, then progressive discipline may be in order, regardless of the reason(s) for the absenteeism. Counseling records, such as letters of concern, will be removed from the employee's file after six (6) months from issuance, if at that time the employee's record over the prior twelve (12) months is no longer a matter for concern under this standard.

APPENDIX “B”
HOURLY WAGES – UE LOCAL 274

JOBS AND CLASSIFICATIONS

<u>Job Title</u>	<u>Grade</u>
Custodian	A
Truck Driver/Laborer	C
Laborer	B
Building Maintenance Worker	C
Grounds Maintenance Worker	C
Grounds Maintenance Lead	D
Heavy Equipment Operator	D
DPW Lead Operator	E
CWF Laborer	B
CWF Wastewater Tech	D
CWF Lead Operator	E
CWF Lead Mechanic	E

Step increases shall go into effect on July 1st of each year. Newly hired, transferred and promoted employees must be working in their June 30th grade/step on or before March 31st of a calendar year to be eligible to the step increase on July 1st of that calendar year. Beneficiaries of the grade changes for Truck Driver/Laborer and Heavy Equipment Operator will be moved to the lowest Grade C and Grade D scale step, respectively, that will offer a wage increase of at least \$0.25/hour.

Effective July 1, 2022

FY23

Includes 3% COLA

	Steps									
Grade	1	2	3	4	5	6	7	8	9	10
A	16.03	16.43	16.85	17.24	17.70	18.10	18.50	18.86	19.25	19.64
B	18.89	19.36	19.85	20.34	20.86	21.39	21.79	22.25	22.70	23.15
C	20.33	20.84	21.37	21.88	22.45	23.00	23.47	23.93	24.41	24.90
D	22.16	22.72	23.27	23.85	24.47	25.08	25.57	26.09	26.60	27.13
E	23.92	24.52	25.14	25.76	26.40	27.07	27.60	28.16	28.73	29.30

Any wage increases for unit members as a result of changes in FY 2023 shall be applied retroactively for those years.

Effective July 1, 2023

FY24

Includes 2.5% COLA

	Steps									
Grade	1	2	3	4	5	6	7	8	9	10
A	16.43	16.84	17.27	17.67	18.14	18.55	18.96	19.33	19.73	20.12
B	19.36	19.84	20.35	20.85	21.38	21.92	22.33	22.81	23.27	23.74
C	20.84	21.36	21.90	22.43	23.01	23.58	24.06	24.53	25.02	25.52
D	22.71	23.29	23.85	24.45	25.08	25.71	26.21	26.74	27.27	27.82
E	24.52	25.13	25.77	26.40	27.06	27.75	28.29	28.86	29.45	30.04

Effective July 1, 2024

FY25

Includes 2.5% COLA

	Steps									
Grade	1	2	3	4	5	6	7	8	9	10
A	16.84	17.26	17.70	18.11	18.59	19.01	19.43	19.81	20.22	20.62
B	19.84	20.34	20.86	21.37	21.91	22.47	22.89	23.38	23.85	24.33
C	21.36	21.89	22.45	22.99	23.59	24.17	24.66	25.14	25.65	26.16
D	23.28	23.87	24.45	25.06	25.71	26.35	26.87	27.41	27.95	28.51
E	25.13	25.76	26.41	27.06	27.74	28.44	29.00	29.58	30.19	30.79

APPENDIX "C"
SUBSTANCE ABUSE

The purpose of this program is to establish the fact that the Town of Montague and its employees have the right to expect a drug free environment in the work place.

The Employer is subject to U.S. Department of Transportation (“DOT”) regulations on the use of drugs and alcohol by employees. The regulations require mandatory testing of employees. In addition to employees required to be tested by DOT regulations, each employee assigned to the Waste Water Treatment Plant and those holding the positions of Ground Maintenance, Building Maintenance and Custodian shall be subject to mandatory testing for substance or alcohol use pursuant to this collectively bargained substance abuse article using the DOT regulations as the basis of when tests will be required and the procedures to be followed in such testing.

The Employer shall bear all costs of testing.

It is agreed that the Parties will make every effort to protect privacy and confidentiality.

It is agreed that for the Highway Department unit members that this Drug Testing policy will be administered by the Highway Superintendent or, in his/her absence the working foreman. For unit members working in the Clean Water Facility (CWF), the CWF Superintendent shall administer this policy or, in his/her absence, the DPW working foreman. In the absence of the designated Department head and working foreman, the Selectboard liaison for the unit shall direct which supervisor will be responsible of the administration of the policy.

For purposes of this policy, CDL and non-CDL unit members will be treated as belonging to different testing pools.

It is furthered agreed that nothing in this policy is meant to abridge or alter any legal rights to union representation that an employee may have with respect to drug testing under this policy.

For CDL unit members, they will be required to participate in the pre-employment, random, post-accident, reasonable suspicion, return to duty, and follow-up testing as required by the DOT regulations.

For non-CDL unit members, they will be required to participate in the pre-employment, post-accident, reasonable suspicion, return to duty, and follow-up testing as permitted by law and this labor agreement.

When a reasonable suspicion test under this policy is used, reasonable suspicion meant to include but is not limited to an employee's condition or demeanor that includes:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee exhibiting behavior inconsistent with previous performance.
3. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.
5. An employee experiencing excessive vehicle or equipment accidents, or involved in a dangerous situation reasonably suggesting the employee was not acting with his/her usual care.
6. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness hyperactivity or hallucinations.

Failure to undergo a test as directed will result in disciplinary action including possible termination.

If an employee in this unit is sent to reasonable suspicion testing and the test proves negative, the employee will be paid double time for all time which he/she spent in testing.

APPENDIX "D"
MEMORANDUM OF UNDERSTANDING

The undersigned parties to the Agreement effective July 1, 2007 between the TOWN OF MONTAGUE and LOCAL 274 of the UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA are further agreed with respect to the following:

- (a) Job Descriptions: the Town agrees to work with the Union to write job descriptions for the DPW. Once completed, the Town and Union will meet to review and approve the new job descriptions. If no agreement is reached then the present descriptions will remain in effect for the life of the contract.
- (b) Employees will not be subjected to deliberate efforts by Town officials to persuade them not to join the Union or to resign from the Union.
- (c) The Town agrees to consult, upon request, with employees of the CWF prior to entering into engineering consulting contracts, for the purpose of assuring cost-effectiveness.
- (d) The Clean Water Facility will be permitted to hire and train an operator trainee, who shall be allowed two years to acquire the operator's license. During the two-year period, the trainee shall not have any right to bid for other jobs, except by mutual agreement. This position shall be placed in the Grade B pay classification. The "Operator Trainee" shall be entitled to layoff rights as outlined in Article 8 of the contract. In lieu of payments under Article 12(F), the CWF may designate an employee on an annual basis to be the employee who will fill in for the Superintendent in his absence, and, if the assignment is accepted, the employee will have an annual stipend of \$1,500.
- (d) It is understood that the operation of the flail and the sweeper is regularly assigned to the truck driver laborer class consistent with past practice.

APPENDIX "E"
SICK LEAVE BANK AGREEMENT

It is agreed between the Town of Montague and UE Local 274 that there shall be established a sick leave donation policy as follows:

- (a) Whenever a non-probationary employee in the bargaining unit has exhausted all of his/her accumulated and unused paid leave time, and remains on a Town-authorized unpaid medical leave due to serious health problems not covered by Workers Compensation, other bargaining unit employees may each volunteer to give up to eighty (80) hours of their accumulated and available sick leave to such employee.
- (b) No more than a total of 360 hours of sick time may be donated to an eligible recipient at one time.
- (c) No continuing "bank" is to be established under this policy; employee donations will be limited to the amount of sick leave authorized to be donated to the recipient by the Committee duly authorized to administer this program.
- (d) The Union will elect or appoint a Committee to administer this program, and shall notify the Town Administrator as to the names of the members of the Committee. When the Committee determines to implement a sick leave donation under this program, it shall notify the Town Administrator as to the number of sick leave days to be debited to each employee who has volunteered to donate, and the number of sick days to be provided to the recipient. The Town will then put into effect the transfer of sick days.
- (e) It is the intent of this policy to provide sick leave to a recipient on a continuous leave basis, and not to be available for intermittent days off for an employee who is on the work schedule.
- (f) The Town shall have no responsibility for seeking volunteer donors, enforcing the provisions of the program, determining who will be a recipient and how much sick leave any recipient shall receive, and shall have no liability for such decisions made by the Committee. The

Town's sole function shall be to put into effect any transfer of sick leave the Committee directs be made under this program.

APPENDIX F

List of Approved Clothing and Safety Shoes

Shirts: Tee shirts or long sleeve.

Work pants: Already reimbursed.

Sweatshirts: ANSI approved/Reflective

Socks: Wool/Thermal and regular

Thermal or Base layers (tops and bottoms).

Insulated Coverall or Bib overalls

Safety Toe Footwear

Winter Hats (Reflective or a safety green ANSI approved)

Underwear: Exclusively for the Clean Water members

AGREEMENT BY AND BETWEEN

THE TOWN OF MONTAGUE, MASSACHUSETTS

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

JULY 1, 2022 - JUNE 30, 2025

Revision Date 11/21/2022

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TOWN AND UNION RELATIONSHIP

ARTICLE 1 **AGREEMENT**

This Agreement is made and entered into in Montague, Massachusetts by and between the Town of Montague in the County of Franklin, Massachusetts (hereinafter called the “Town”) and the National Association of Government Employees (hereinafter called “NAGE” or “Union”).

ARTICLE 2 **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement:

- A. To promote and further orderly and harmonious collective bargaining relations between the Town, the employees in the bargaining unit, and the Union;
- B. To assure maximum performance by the Town employees in the bargaining unit of their work in a conscientious, productive and skillful manner which will serve the efficiency and economy of operation of their service to the Town;
- C. To specify rates of pay, hours of work and other terms and conditions of employment for Town employees in the bargaining unit;
- D. To establish prompt and amicable means for the adjustment of grievances relating to wages, hours or other terms and conditions of employment for Town employees in the bargaining unit.

ARTICLE 3 **SCOPE OF AGREEMENT**

- A. It is agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, the Employees and the Town pertaining to wages, hours, past practices and conditions of employment have been fully considered and negotiated, that each party was afforded a full opportunity to present and discuss proposals pertaining to wages, hours, past practices, and conditions of employment, and that the understanding

and agreements concluded during said negotiations are fully set forth in this Agreement. The Town shall not be bound by any requirement that is not clearly, explicitly, and specifically stated in this Agreement. Specifically, but not exclusively, the Town is not bound by any past practices of the Town or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement.

- B. The Union, the employees and the Town agree that during the term of this Agreement, all matters and issues pertaining to wages, hours, past practices and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Employer nor the Union shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to wages, hours, past practices or conditions of employment whether or not specifically included in this Agreement.
- C. No addition to, alteration, modification or waiver of any provision of this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Town and by the Union.
- D. The failure by the Town or by the Union to observe or enforce any provision of this Agreement shall not be construed as a waiver of said provision nor shall any past practice be binding on the Town or the Union on or after the date of this Agreement.

ARTICLE 4
RECOGNITION

- A. The Town recognizes the Union as the exclusive representative of all full-time and regular part-time supervisory and non-supervisory employees employed by the Town, including dispatchers, and assigned to Units A and B (as referenced in Appendix B), excluding any and all managerial, confidential, casual and seasonal employees, as defined by M.G.L. Chapter 150E, and any and all employees covered by the collective bargaining agreements by and between the Town and the United Electrical, Radio and Machine Workers of America (UE) and its Affiliate Local 274 of the United Electrical, Radio and Machine Workers of America and the Town and the New England Police Benevolent Association (NEPBA), pursuant to the Certification in Case No. MCR-04-5108 issued by the Massachusetts Labor Relations Commission on September 15, 2005.

- B. The Union recognizes that the Town shall act and administer this Agreement through its supervisors, including elected office-holders as appropriate, but subject to final approval by the Selectboard.

ARTICLE 5
MANAGEMENT RIGHTS

The Town, the Union and the Employees agree that the rights and responsibilities to operate and manage the business and the affairs of the Town are vested exclusively in the Town. These rights and responsibilities include, by way of illustration and without being limited to the right to determine, control and change work operations and practices, product and shift schedules, work and shift assignments, hours of work and distribution of overtime, the work year and work week and the work day, the size and the organization of the work force, job classifications, content and standards, frequency and standards of production and employee performance, inspection and evaluation; the right to control, determine and change the manner and the extent to which the Town's equipment, facilities and properties shall be operated, laid out, increased, discontinued temporarily or permanently, in whole or in part, by sale or otherwise, decreased or located and to introduce, operate or change new or improved methods, facilities, techniques and processes; the right to select, test, train and to determine the ability and the qualifications of employees, the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment whether or not involving work which might be done by employees covered by this Agreement; the right to establish, distribute, modify and enforce rules of employee conduct and safety, attendance policy and standards, and manuals of operating procedures and safety regulations and to control, direct and change facilities and services on Town premises for the use or benefit of the employees; the right to maintain discipline and order and to maintain or improve efficiency with the Town operations; the right to establish, change or discontinue any employee benefits not mentioned in this Agreement or which are in excess of and/or in addition to those provided in this Agreement; the right to continue, change, discontinue or establish a program of discretionary merit wage or fringe benefit improvements; the right to employ, lay off, discharge, assign, retire, discipline, transfer, suspend and promote its employees; the right to determine, control and change the quality and the nature of its products, materials and services and the quantity of production; the right to investigate suspected wrong-doing and to discipline or discharge any individual or group of employees reasonably believed by the Town to have been involved in the wrong-doing or to have knowledge thereof not made known to the Town; and all other rights pertaining to the operation and management of the business and the affairs of the Town that are not specifically given in this Agreement to the Union or the employees. The

failure by the Town to exercise any of the rights as provided in this Section shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or be construed to limit or restrict the inherent and the legal right of the residents and the management of the Town to control, direct, manage and make changes in the operations and the affairs of the Town. The rights reserved to the Town in this Article are subject to the limitations expressly provided elsewhere in this Agreement; except when it can be reasonably shown that conduct or action by the Town is in violation of a specific provision of this Agreement, the right to operate and manage the business and the affairs of the Town to direct the working forces, and to unilaterally exercise the rights and authority as provided and illustrated in this Paragraph shall not be subject to the grievance procedure nor to arbitration as provided in Article 10, nor to advance collective bargaining; provided, however, that the Town acknowledges the reserved right of the Union to require discussion and negotiations as to the effects on the employees of the exercise of such rights or authority.

ARTICLE 6
DUES CHECKOFF

- A. The Town agrees to deduct current dues weekly for any employee covered by this Agreement who so individually authorizes the Town in writing on the form below, and promptly remit the same to the Financial Secretary and/or Treasurer of the Union.

APPLICATION FOR MEMBERSHIP
National Association of Government Employees
One Avenue A
Turners Falls, Massachusetts 01376
AUTHORIZATION FOR PAYROLL DEDUCTION

To: Town of Montague
From: _____
Date: _____

I hereby request and authorize you to deduct from my earnings each week, the amount of Union membership dues. This amount shall be paid to the Union on my behalf. These deductions may be terminated by me by giving a sixty (60) days written notice in advance to both the Town and the Union, or upon termination of my employment.

(Employee Signature)

- B. The Union agrees to and does hereby indemnify, defend and hold the Town harmless from and against any and all claims, demands, liabilities, obligations, suits or other form of legal action or litigation arising from or related to any good faith compliance or action within this Article taken by the Town in reliance upon any information, list, notice, statement, or authorization for the checkoff of Union dues or any other monies delivered to the Union by the Town.

ARTICLE 7
STRIKES AND LOCKOUTS

- A. The Union and the employees shall not, during the term of this Agreement, for any reason, including without being limited to, an alleged or an actual unfair labor practice within the meaning of the Massachusetts General Laws Chapter 150E, directly or indirectly assist, authorize, cause, condone, encourage, finance, permit, support, threaten or participate in any strike, including but not limited to a concerted action, sympathy strike, walkout, sitdown, stay-in, slowdown, boycott, picketing, work stoppage, refusal to work, sanctions, withholding of services or any interference in any form or manner with the operations or any of the functions of the Town.
- B. No grievance or other dispute need be taken up for discussion and settlement by the Town until any such violations of this Article have been terminated.
- C. Any employee or employees, including the stewards or officers of the Union, who engage or participate in any of the prohibited conduct described in Paragraph A shall be subject to disciplinary action, including reprimand, suspension or discharge and such action, if taken by the Town, shall not be subject to the grievance and arbitration provisions of Article 10, except as to the question of whether the employee or employees who were disciplined or discharged did in fact participate in or encourage or were responsible for the violation of the provisions of Paragraph A. In addition to any other liability, remedy or right provided in this Agreement or by applicable law or statute, in the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph A, the Union and its stewards shall promptly:

- (1) Publicly disavow such action by the employee or employees;
 - (2) Notify the employee or employees individually in writing of the disapproval of such action by the Union and instruct such employee or employees to cease such action, to return to work immediately, and to comply promptly with the provisions of this Article; and
 - (3) Post a notice on the bulletin board stating that the Union disapproves such action by the employee or employees and instructing the employee or employees to cease such action, to return to work immediately, and to comply with the provisions of this Article.
- D. The Town shall not, except in the event of the breach of the provisions of Paragraph A, during the term of this Agreement, initiate a lockout. For the purposes of this Paragraph, the cessation or reduction of any of the operations of the Town for economic reasons or the temporary or permanent discontinuance of all or any part of the operations or of the business of the Town shall not be deemed to be a lockout.
- E. The Union shall support and assist the Town in maintaining continuity of the normal and usual services of the Town.
- F. Any claim or suit for damages by the Town resulting from a work stoppage, or any violation of this Article by the Union or any employee shall not be subject to the grievance and arbitration provisions of Article 10.

ARTICLE 8
BULLETIN BOARDS

- A. The Town shall provide bulletin board facilities for the use of the Union for posting of official Union notices. Such notices are restricted to the administration of internal Union affairs and business, elections, appointments and meetings. Such notices shall not be of an inflammatory, controversial or political nature, and shall not contravene any provision of this Agreement.
- B. Official Union notices shall be submitted to the Town Administrator or his or her designee, for review prior to posting. Approval of such notices shall not be unreasonably denied.

PROTECTION OF EMPLOYEES

ARTICLE 9
NO DISCRIMINATION

- A. The Town and the Union agree that no employee shall be discriminated against on account of membership in the Union or by reason of any lawful activity and/or support of the Union.
- B. The Town and the Union agree that neither the Town nor the Union shall discriminate in any way against any employee on the basis of race, color, religion, creed, national origin, ancestry, sex, handicap, veteran's status, political belief or affiliation, as defined and protected under state or federal law.

ARTICLE 10
ADJUSTMENT OF GRIEVANCES

- A. The Town, the Union and the employees agree that the exclusive method for adjusting, processing and settling a grievance as defined in Paragraph B of this Article is the procedure set forth in this Article, except as otherwise provided in Paragraph B.
- B. A grievance is defined as any dispute or difference between the Town and the Union or an employee as to the meaning, application, or interpretation of an expressed provision of this Agreement, except as excluded from this Article for the reason of its arising out of Article 14.

C. A grievance shall be processed in the following manner:

STEP 1: The employee shall present the grievance in writing to his or her supervisor within ten (10) working days after the event forming the basis for the grievance occurred or after the time that the employee first knew, or should have known, of its occurrence. The supervisor shall meet with the employee, discuss the matter and respond to the grievance in writing within ten (10) working days after the employee presents the grievance to the supervisor. If the grievance is in relation to the department supervisor, it may be presented directly to the Town Administrator.

STEP 2: If the grievance is not resolved at Step 1, the employee shall present the grievance in writing to the Town Administrator or his or her designee within five (5) working days after the employee receives the Step 1 response. The Town Administrator or his or her designee shall discuss the matter with the employee within five (5) working days after the presentation of the grievance and shall respond to the employee and the Union in writing within ten (10) working days after the meeting.

STEP 3: If the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the Selectboard within five (5) working days after the employee receives the Step 2 response. The Selectboard shall meet with the Union within twenty (20) working days after the presentation of the grievance and shall render a decision in writing within twenty (20) working days after the meeting.

STEP 4: If the grievance is not resolved at Step 3, the Union may submit a request for arbitration in writing to the American Arbitration Association within twenty (20) working days after the employee receives the Step 3 response. The request for arbitration shall specify the provision(s) of this Agreement that allegedly have been violated and shall state the relief or remedy sought.

The Town Administrator or his or her designee and the Union shall select an arbitrator pursuant to the provisions of the American Arbitration Association's voluntary Labor Arbitration Rules. By mutual agreement the parties may agree to submit any grievance

to arbitration through the Massachusetts Department of Labor Relations.”

- D. The authority of the arbitrator shall be limited to the ruling on the interpretation or the application of terms and provisions of this Agreement and to the question(s) submitted. The arbitrator shall not add to, subtract from, modify or in any way alter any or all of the terms or provisions of this Agreement. The arbitrator shall not require, as part of his award, the commission or omission of an act prohibited by law or the commission or omission of an act in violation of the terms and provisions of this Agreement. The decision of the arbitrator shall be binding upon the grievant, the Union and the Town.
- E. If the Town does not answer a grievance at any step within the time limits set forth in Paragraph C, the grievance shall be deemed denied. If any employee or the Union does not process a grievance at any step within the time limits set forth in Paragraph C, the grievance shall be deemed withdrawn.
- F. “Working day” as used in this Article excludes Saturdays, Sundays and those holidays listed in Article 20, but includes all other calendar days. For employees who are not scheduled to work on Fridays, “working day” also excludes Friday.
- G. All time limits set forth in this Article may be extended by the written mutual agreement of the parties.
- H. The expenses of the arbitration shall be equally shared by the Town and the Union, excepting that the expenses related to witnesses shall be paid by the party requesting or requiring the attendance of the witness.
- I. The parties need not arbitrate and will not be bound by any arbitration award involving a matter also subject to potential Civil Rights, OSHA, Civil Service, Retirement Board, or Massachusetts Labor Relations Commission litigation, or other administrative agency action unless the party is first satisfied that such other procedures and avenues of litigation have been effectively waived by the affected employees and by the other party on a form agreeable to the parties.

ARTICLE 11
SAFETY

- A. The Town, the Union and employees agree to cooperate in order to provide the public and the employees of the Town with safe operations. Each party agrees to make reasonable efforts to take necessary steps to accomplish the objectives of the parties.
- B. No employee shall be required to perform any task that he or she reasonably believes would create an abnormally dangerous condition.
- C. The Town will reimburse employees in the positions of DPW Working Foreman, DPW Shop Foreman, CWF Foreman and CWF Lab Manager up to Seven-Hundred dollars (\$700.00) per year for the purchase of adequate clothing and approved safety shoes. Employees shall be responsible for the proper storage, use, care and maintenance of the items purchased. These items shall be used only be used for Town business.

If the Town secures and pays for a uniform rental program for CWF employees, the clothing allowance for the CWF Foreman and Lab Manager will be Three-Hundred Fifty Dollars (\$350) per year. The CWF Foreman and Lab Manager agree to cooperate with such rental program. Uniforms shall be appropriate for the position and will mitigate hazards associated with the environmental conditions in which employees work.

Additionally, the Town shall provide CWF employees who do not receive a safety clothing stipend with access to a suitable jump suit for the purpose of protecting their clothing from hazardous conditions.

The Town will reimburse the employees listed in Section 3 up to Two-Hundred Dollars (\$250.00) for the repair or replacement of glasses or lenses damaged in the course of work without negligence, provided however that such a replacement will be with safety glasses.

- D. The Town in its discretion may reimburse License Fees to operate machinery in the DPW.
- E. The parties agree that in the event that the payments for safety equipment set forth in Section C of Article 11, above, are increased for UE members in the

DPW and CWF Departments that the Town will agree to meet with NAGE to discuss those articles as they relate to NAGE employees in the DPW and CWF units.

ARTICLE 12
SENIORITY

- A. An employee shall acquire seniority only after completing the probationary period. Bargaining unit seniority of an employee who has completed the probationary period shall mean the employee's length of continuous service with the Town since his or her first day of work, following his or her most recent date of hire, and unbroken by any of the reasons specified in Paragraph B of this Article.

- B. An employee shall lose his or her seniority and cease to be an employee of the Town for any of the following:
 - (1) Resignation, quitting or retirement;
 - (2) Discharge for just cause in accordance with Article 16; and;
 - (3) Layoff for a period more than six (6) months.

- C. An employee's seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) calendar days.

- D. To the extent provided in this Agreement, seniority may be exercised within and/or between the following units providing that an employee has the qualifications and the ability to perform the work required in the new position. "Ability" for the purpose of this Agreement, means that the employee is proficient with the technology the job requires, is familiar with and has successfully used the equipment, software, language and/or concepts the job requires, and has demonstrated the physical and mental skills and the necessary inter-personal, leadership, or self-starter expectations of the position.
 - (1) Parks and Recreation
 - (2) Libraries
 - (3) Town Hall
 - (4) CWF
 - (5) DPW
 - (6) Dispatch

ARTICLE 13
PROBATIONARY PERIOD

The first twelve (12) months of an employee's employment shall constitute the probationary period, during which time no transfer, layoff, suspension, demotion, denial of benefit, discipline or discharge shall be construed as a violation of this Agreement or subject to the grievance and arbitration procedures set forth in Article 10. No employee is guaranteed employment for the duration of the probationary period. No employee shall have seniority rights during the probationary period.

ARTICLE 14
DISCIPLINE AND DISCHARGE

- A. The Town shall not discipline or discharge an employee without just cause. The following shall be considered, but are not exclusive, grounds constituting just cause for discharge without prior warning:
- (1) Use of or being under the influence of drugs, narcotics or alcohol during work hours.
 - (2) Use or possession of alcohol, drugs, narcotics or firearms on Town premises or work sites during working time, or in Town vehicles or equipment.
 - (3) Deliberate or grossly negligent conduct, jeopardizing the safety of or causing substantial damage to the property, the employee, co-workers or others.
 - (4) Insubordination.
 - (5) Theft of property of Town or another employee.
 - (6) Failure to report for work without notice and a legitimate excuse.
 - (7) Falsifying information on an employment application, a time record, or any other official document or any other form of dishonesty.
 - (8) Use of or threat of violence.
 - (9) Unauthorized cessation of or departure from work during working hours.

- (10) Conduct which is unbecoming a public employee.
 - (11) Repeated, chronic or unreasonable tardiness or absenteeism.
 - (12) Absence for three (3) consecutive days without notice and legitimate excuse.
 - (13) Failure to report back to work within three (3) days after receiving notification in writing to return to work following layoff.
 - (14) Failure to return to work in accordance with the terms of any leave of absence.
 - (15) Engaging in other unauthorized employment while on an approved leave of absence.
- B. The Town agrees to give notice to the Union of any discharge as soon as possible. Any grievance arising out of this Article shall be filed directly with the Selectboard, who shall respond in writing within fourteen (14) days after receipt of the grievance. The Selectboard shall provide the Grievant and the Union with a hearing during such period if requested in writing, and the Selectboard's response shall in such event be made within fourteen (14) days after the close of such hearing. Thereafter, within the time limits and procedures set forth in Step Four (4) of Article 10, the Union shall have the right to submit the request for arbitration.
- C. The arbitrator shall be strictly limited to determining (1) whether, on all the evidence, a reasonable person would conclude that it was more probable than not that the employee(s) committed the act, engaged in the conduct, or failed to perform the duties, which act, conduct or failure was the reason or reasons assigned as the cause for the discipline, and (2) whether such act, conduct or failure reasonably constitutes cause for discipline.
- D. A grievance pertaining to the discipline or involuntary retirement of a departmental head or independent manager (Director of Assessing, Inspector of Buildings, Town Planner and Conservation Agent, Director of Parks and Recreation, Animal Control Officer and Council-on-Aging Director) shall be subject to the final resolution of the Selectboard unless, in the exercise of their sole discretion in each case, the Selectboard agrees to submit such grievance to

arbitration. In any such case it shall be understood that the usual definition of just cause shall be expanded to include concepts appropriate to the executive level of management.

A grievance pertaining to the discharge of a departmental head or independent Manager (Director of Assessing, Inspector of Buildings, Town Planner and Conservation Agent, Director of Parks and Recreation, Animal Control Officer and Council-on-Aging Director) may be submitted to arbitration following receipt of the resolution of the Selectboard. In any such case it shall be understood that the sole issue is whether the Selectboard had just cause for discharge. In any such case it shall be understood that the usual definition of just cause shall be expanded to include concepts appropriate to the executive level of management. If the arbitrator finds that the Selectboard did not have just cause for discharge, the sole remedy shall be a monetary award of up to six (6) months of severance pay at the employee's rate as of the date of discharge, excluding benefits.

- E. The provisions of Article 10, Sections C et seq., shall be applicable to procedures under this Article, except as otherwise provided herein.

ARTICLE 15 **LAYOFF AND RECALL**

- A. "When in the discretion of the Town it is necessary to lay off (an) employee(s) within a job classification and/or department of a unit, layoffs within a classification shall be done by seniority. The term "classification" shall mean an employee's job title or job classification, and not his/her "grade".
- B. This Article shall not restrict the Town's right to eliminate entire job classifications or particular positions within job classifications and/or departments within a unit, or to consolidate positions, job classifications and/or departments.
- C. In the event of a layoff, an employee may exercise the right to bump lateral or downward within his or her job classification and/or department within a unit, provided he or she, in the discretion of the employer, is immediately qualified with minimal orientation to perform the job and has greater seniority than the employee being affected by the exercise of the option. An employee who exercises his or her right to bump downward shall receive his or her present rate

of pay or the maximum of the lower job classification, whichever is lower, and be placed on the appropriate step of the wage schedule.

- D. Recall from layoff shall be in the order of layoff, provided the employee on layoff who is next on the recall list is qualified, in the discretion of the Town, for the position to which he or she is being recalled. An employee's seniority and recall rights shall terminate after six (6) months from the date of layoff.
- E. An employee recalled from layoff during the recall period to his/her former position will be treated as having been on an unpaid leave of absence for that period during which there is no accrual of benefits or seniority, and the time on layoff is not credited toward the twelve (12) month step requirement. Upon return to work, the employee will have restored all unused earned paid time off. Vacation and sick leave for the years in which he/she returns will be pro-rated; if his/her anniversary was during the layoff, the pro-rated amount will be credited on return, otherwise on the next anniversary date.

ARTICLE 16
JOB VACANCIES

- A. Whenever the Town determines to fill a vacancy within the bargaining unit, other than a temporary vacancy, the Town shall post the job for five (5) work days on the appropriate bulletin boards, during which time interested employees may submit written bids to the Town Administrator. In posting a job, the Town may establish a minimum term of up to one (1) year during which time the employee who fills the job may not, without a specific and written waiver, bid on another job posting. In deciding upon the appointment, the Town will consider bargaining unit, job classification and department seniority, and shall also consider the employee's attendance record, qualifications and experience. Prior disciplinary action may also be considered if relevant, in the discretion of the Town, to the requirements of the posted job.
- B. The Town, in its sole discretion, may select the employee to fill the position who it determines to be the most qualified. If the Town, in its sole discretion, determines that no employee in the bargaining unit is qualified to fill the job opening, it may solicit and select a non-bargaining unit employee to fill the job opening.
- C. In any new assignment, there shall be a probationary period of at least sixty (60) calendar days which the Town in its discretion may extend up to two (2) thirty

(30) day periods, during which either the employee or the Town may rescind the assignment, provided that the employee is returned to his or her former position.

- D. The Town's discretion regarding employee qualifications and the Town's selection of an employee to fill an open position shall be subject only to Steps 1 through 3 of the grievance procedure of Article 10, and shall not be subject to arbitration.

ARTICLE 17
TEMPORARY ASSIGNMENTS

- A. The Town reserves the right to assign an employee to temporarily perform the work of an employee on a paid or unpaid leave of absence.
- B. An employee who is assigned to perform and does perform the duties of a position classified in a lower level than that in which the employee performs his or her regular duties shall be compensated at his or her regular rate of pay as if performing his or her regular duties.
- C. An employee who is assigned to perform and does perform for four (4) consecutive weeks the duties of a position classified in a higher level than that in which the employee performs his or her regular duties and whose job description does not include such duties shall be compensated beginning the fifth consecutive week at the rate of pay which he or she would receive if promoted to the higher level or five percent (5%) more than that rate of pay he or she receives for performing his or her regular duties, whichever is greater. The increased rate of pay shall be effective beginning the fifth consecutive week and shall not be retroactive. If mutually agreed, the Town shall pay the higher rate earlier. An employee may petition the Selectboard for out-of-grade pay after three (3) consecutive weeks in a higher classification. The Selectboard shall have sole discretion to determine whether to grant out-of-grade pay, and the decision shall not be subject to the grievance procedure. If denied, the employee will remain eligible for out-of-grade pay after completion of four (4) consecutive weeks in higher classification.
- D. The increased rate shall be effective upon written assignment by the Selectboard, or no later than two (2) months after assumption of the responsibilities of the position due to an extended leave (other than vacation),

or after four (4) weeks if the position is otherwise vacant; it is further provided that upon request of the Union, the Selectboard will consider requests for earlier implementation of the increase.

- E. The Town's discretion regarding employee qualifications and the Town's decisions as to temporary assignments shall be subject only to Steps 1 through 3 of the grievance procedure of Article 10, and shall not be subject to arbitration.

HOURS AND OVERTIME

ARTICLE 18 **HOURS OF WORK**

A. Hours

1. The regular work week for regular full-time employees shall consist of four (4), five (5) or six (6) days. The regular work week is Sunday through Saturday as determined by the Town.
2. For regular full-time employees employed by the Town, the regular work week shall consist of thirty-five (35) hours for the Town Hall, Library, and the confidential secretary for the police department; thirty-seven and one-half (37½) hours for the Parks and Recreation Department; and forty (40) hours for the DPW and CWF Departments.
3. The regular work day schedule for employees of the Town shall be scheduled by the Town as determined by its operational needs. If the Town changes the work schedule, it will, if possible give that employee at least two (2) weeks' notice of such change.

In emergency conditions (e.g., flooding, storm damages, ice or snow emergencies), the provisions of Sections 1, 2 and 3 above shall not be applicable, provided that normal schedules shall be resumed as soon as possible and the overtime provisions of this Article shall remain in effect. If an employee works a regular shift then has fewer than six (6) consecutive hours rest before his normal shift starts again, the hours worked on this next shift will be paid at the overtime rate.

4. Each full-time employee shall be entitled to a one (1) hour unpaid meal period, as close to the middle of the day as possible, considering the needs

of the Town. The Town Hall staff shall be entitled to a half (1/2) hour unpaid meal period.

5. Each full-time employee shall be entitled to two (2) paid, on site rest periods of ten (10) minutes in each half of the regularly scheduled work day, with the scheduling and time of such rest periods to be determined by the supervisor.

B. Overtime

1. Overtime hours for non-exempt employees are all hours worked in a regular work week in excess of forty (40). An employee shall not work overtime unless such overtime is authorized by the supervisor prior to the overtime being worked. Employee time which is free from duty, such as meal periods, travel to and from work, paid and unpaid leaves of absence, including but not limited to sick days, personal days, vacations, holidays, military leave and jury duty, shall not be considered as hours worked for purposes of computing overtime compensation. Overtime will also be paid for all hours worked over eight (8) hours in one day, or after such longer shift as is established for a particular position (e.g., a ten (10) hour shift schedule).
2. An employee shall be compensated at the rate of one and one-half (1½) times his/her regular straight time hourly rate of pay for overtime hours worked.
3. In lieu of overtime pay, a non-exempt employee may request, in writing, compensatory time off at a rate of one and one-half (1½) hours for each overtime hour worked. Subject to budgetary considerations and any Town policy of the Selectboard on compensatory time, requests shall be answered within three work days; approval shall be within the discretion of the Town. Scheduling of the time off requires prior approval of the supervisor, which will be granted if such approval does not interfere with the operations of the Town. This Section shall not be applicable to dispatchers provided the budget supports the overtime payments.
4. The Town may grant up to one (1) day off at a time, in lieu of compensation, for time worked by a non-exempt employee in excess of his or her regular scheduled work week. Any Town policy on

compensatory time providing greater or more flexible compensatory time benefits will be available to exempt employees.

5. There shall be no pyramiding of overtime and hours paid for a premium rate for one purpose shall not be included in computing hours worked for any other overtime or premium paid.
6. Other than overtime needed to finish an almost completed task, the Town shall distribute overtime among the employees in a department or classification as equitably as possible. A reasonable amount of overtime work is a condition of employment.

C. Call-In Pay

If an employee is called in to work other than as scheduled and if the employee reports to work within twenty (20) minutes, there shall be a minimum guarantee of three (3) hours of work or pay. A second call-in within the three (3) hour period shall not constitute a new call-in guarantee. The Director of Assessing, Inspector of Buildings, Town Planner and Conservation Agent Director of Parks and Recreation, and Council-on-Aging Director shall not be eligible for call-in pay. Beeper pay will be provided to unit employees on standby, except the DPW Foreman who shall receive beeper pay in the amount agreed to in the UE contract on a weekly basis throughout the year.

- D. Nothing in this Article shall be interpreted as limiting the hours during which work may be performed. Nor shall anything in this Article constitute or imply a guaranteed work week. In the event, due to financial problems, the Town determines a need to reduce the work week or to pursue other alternatives, it may, in its discretion, reduce the work week or pursue such alternatives.

PAY AND BENEFITS

ARTICLE 19 **COMPENSATION AND WAGES**

- A. Attached hereto and incorporated herein as Appendix A are the salary and wage schedules.
- B. Wage/salary schedule and step increases, shall go into effect on July 1 or such other date as established by this Agreement. Newly hired and transferred/promoted employees must be working for the Town in their new grade/step for a period of 3 months prior to receiving a negotiated step increase for their new grade/position or else they are not entitled to any such increases until the effective date of step increases in the following fiscal year. The Town reserves the right to revoke any step increases for cause with at least at least five (5) days' notice of revocation given to the employee and the Union.
- C. When unit members are promoted/assigned to a new position that results in a move to another pay scale (grade) in the labor agreement, the unit member will be placed on the step on the new grade that allows for a \$0.95 per hour increase (or yearly equivalence if not an hourly position).
- D. Annual longevity increases will be provided in the following amounts for employees who have completed the indicated years of service, after accounting for periods of unpaid leave or step increase delays:
- | | |
|-----------|---------|
| 5 years: | \$300 |
| 10 years: | \$500 |
| 15 years: | \$900 |
| 20 years: | \$1,000 |
| 25 years: | \$1,100 |
| 30 years: | \$1,200 |
- E. There shall be a shift differential for regularly scheduled second and third shifts of seventy-five cents (75¢) and one dollar (\$1.00) respectively.
- F. The Town shall assign a library employee to perform additional management responsibilities as assigned from time to time. This employee shall be entitled to an annual stipend of \$3,500 in exchange for performance of these duties.

ARTICLE 20
HOLIDAYS

- A. The following twelve (12) days shall be considered paid holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas
Independence Day	Juneteenth

For employees working a five (5) day work week, the above listed holidays that fall on Saturday will be observed on the preceding Friday and the above listed holidays that fall on Sunday will be observed on the following Monday. For employees working a four (4) day work week (Monday through Thursday), the above listed holidays that fall on Friday and Saturday will be observed on the preceding Thursday and the above listed holidays that fall on Sunday will be observed on the following Monday, and if Christmas Eve falls on a Thursday or Friday, it will be taken on the preceding Wednesday.

The day before Christmas (Christmas Eve, December 24) shall be a paid holiday when it falls during the Monday through Thursday work week or when it falls on a scheduled work day of an employee on a different work week. In any other year, the day after Thanksgiving shall be the holiday instead of Christmas Eve.

- B. In the event that an employee actually works on a holiday, he or she shall be paid at a rate of one and one-half (1½) his or her regular rate of pay for hours actually worked in addition to holiday pay.
- C. Holiday pay equal to an employee's regular rate of pay for the number of hours in his or her regular work day shall be paid to an employee who has been employed for a minimum of four (4) weeks, who has actually worked or is on an authorized paid leave on his or her scheduled days of work both immediately before and after the holiday and who is regularly scheduled to work on the day designated as the holiday.
- D. If a holiday falls during a week in which the employee is on vacation, vacation leave is only used for the non-holiday days.

ARTICLE 21
VACATIONS

A. Annual vacations with pay will be granted to regular full-time employees employed prior to January 1, 2014 as follows:

<u>Length of Continuous Service</u> (as of Anniversary Date of Hire)	<u>Vacation Time</u>
Four (4) months:	1 week
Eight (8) months:	1 additional week
One (1) year:	2 weeks
Five (5) years:	3 weeks
Ten (10) years:	4 weeks
Twenty (20) years or more:	5 weeks

Annual vacations with pay will be granted to regular full-time employees employed on or after January 1, 2014 as follows:

<u>Length of Continuous Service</u> (as of Anniversary Date of Hire)	<u>Vacation Time</u>
Four (4) months:	1 week
Eight (8) months:	1 additional week
One (1) year:	2 weeks
Five (5) years:	3 weeks
Ten (10) years or more:	4 weeks

The number of weeks of vacation for which an employee is eligible shall be determined based on the anniversary date of employment, beginning on the first day of work following the most recent date of hire, and prorated for any time lost due to interruption of seniority. Employees will receive vacation leave on their anniversary date.

The Selectboard shall have discretion to award up to three (3) weeks of vacation to new unit members (at or above Grade D) at the time of hire based on a candidate's exceptional qualifications or in extraordinary circumstances. Employees awarded three (3) weeks of vacation at hire will continue to be awarded that amount until they have ten (10) years of service with the Town.

- B. Employees who are not regular full-time employees who work at least twenty (20) hours per week shall receive vacation time on a pro-rata basis.
- C. Vacation scheduling will be at the discretion of the Town and will be based on the operational needs of the Town.
- D. Vacation time is a paid time off benefit for employees that is neither earned nor accrued but is credited on an employee's anniversary date for service during the prior year. An employee may take up to two (2) weeks of vacation leave in daily increments, and any other vacation must be taken in one week increments. All vacation time must be taken within one (1) calendar year of the date it was credited, with the exception that one (1) week of vacation may, with prior approval of the department head, be carried over into the next year.
- E. The Town shall compensate an employee for unused vacation time for which he or she is eligible upon separation from employment with the Town. In the event of the death of an employee eligible for vacation time, the Town agrees to compensate the estate of the employee in accordance with legal requirements.
- F. Vacation pay is based on the employee's regular straight-time rate for his or her regular work week, and regular hours per day.
- G. Upon an employee's request, vacation pay shall be paid on the last pay day prior to the employee's scheduled vacation, except that July vacation may not be paid in the prior fiscal year.
- H. In the discretion of the Town, a vacation once scheduled may be canceled or changed for reasons beyond the control of the employee. An employee who is hospitalized while on vacation may, in the discretion of the Town, substitute sick leave for vacation days involved.

ARTICLE 22
LEAVES OF ABSENCE

- A. The Town may in its sole discretion, grant an unpaid leave of absence when requested by an employee for personal or other reasons, including, but not limited to, an extended illness or injury or military leave.
- B. Employees on an unpaid leave of absence shall not continue to accumulate sick leave and vacation leave.

1. If an employee is granted an unpaid leave of absence for medical reasons, the employee is responsible for paying the employee share of his or her health, dental and life insurance for the period of the unpaid leave.
 2. If an employee is granted an unpaid leave of absence for other than medical reasons, the employee is responsible for paying the full cost of his or her health, dental and life insurance for the period of the unpaid leave.
- C. FMLA and contractual leaves will run concurrently. FMLA details are available in the Selectboard's offices.

ARTICLE 23
PERSONAL LEAVE

- A. Personal leave is granted on the anniversary date of hire. Regular full-time employees shall be eligible for up to 60% of the employee's work week as personal leave employment year. In the first year of employment, such personal leave shall be determined by utilizing the employee's expected regular workweek schedule in that first year. For full time employees with variable hours, subsequent accruals equal to 60% of the average weekly hours in the preceding 52 weeks shall be the measure for calculating personal leave. Personal leave may not be accumulated or carried over from year to year. Personal leave may be utilized in ¼-hour increments.
- B. Personal leave may be used for personal business which cannot be accomplished during non-work hours, including: (1) legal matters; (2) religious events; (3) non-emergency medical/dental appointments; (4) bereavement leave in excess of that allowed under Article 24; (5) other matters in the discretion of the supervisor. Personal days may not be used to extend vacations, weekends, holiday breaks or for pleasure trips.
- C. An employee shall request the use of personal leave in writing at least three (3) work days in advance, except in the event of a legitimate, verified emergency. The request must include the reason for the request. Personal leave may be granted in the discretion of the supervisor.

- D. Personal leave for regular part-time employees shall be paid based on the employee's regular straight time rate and regular work day. Personal leave for regular part-time employees shall be paid on a pro rata basis.

ARTICLE 24
BEREAVEMENT LEAVE

- A. Employees shall, in the event of a death in their immediate families, as defined herein, be granted up to a maximum of five (5) days with pay, due to the absence from their regularly scheduled days of work, up to and including the day of the funeral, and also a subsequent day of interment if it should occur. For the purpose of this section, immediate family means: spouse, domestic partner, child, step child, parent, parent-in-law, brother, sister, grandparent and grandchild. An employee may be granted additional time off with pay in the discretion of the supervisor.

For purposes of this section, an employee must assert the following in order to qualify as a "domestic partner":

- He/she shares living expenses with the domestic partner;
 - The couple is responsible for the well-being of each other and any dependents;
 - Both parties are mentally capable of entering into a contract; and
 - Neither party has a domestic partnership with another party.
- B. An employee shall be granted one (1) day off with pay in the event of the death of any other relative.
- C. The Town may request that an employee claiming the foregoing shall provide reasonable proof of death.

ARTICLE 25
JURY AND COURT LEAVE

- A. Court Leave

An employee who is subpoenaed or permitted by the Town to appear in court on behalf of the Town will receive court leave for hours that the employee is scheduled to work and be paid the difference between the employee's regular wages and the compensation received from the court provided:

- (1) the employee notifies his or her supervisor that he or she has been subpoenaed to appear in court within twenty-four (24) hours of receiving the subpoena;
- (2) the employee reports for work as regularly scheduled on days when the court is not in session or reports for work after the court recesses on a particular day; and
- (3) the employee furnishes evidence satisfactory to the Town that he or she appeared in court and of the amounts received by the employee as compensation for appearing in court and/or giving testimony.

B. Jury Duty

An employee who is required to report for involuntary jury duty on days that he or she is scheduled to work shall be paid their regular wages for the first three (3) days of jury duty provided:

- (1) the employee notifies his or her supervisor that he or she has received a notice to report for jury duty within twenty-four (24) hours of receiving such notice;
- (2) the employee reports for work as regularly scheduled on days when the court is not in session or reports for work after the court recesses on a particular day; and
- (3) the employee furnishes evidence satisfactory to the Town that he or she reported to court and served as a juror.

Following an employee's third continuous day of jury service, he/she shall be entitled to compensation from the Town in the amount of the difference between his/her regular pay and any compensation received from the state.

ARTICLE 26
MILITARY SERVICE OR LEAVE

An employee shall be entitled to all rights to participate in military service or leave in accordance with state and federal law. An employee shall be paid his or her regular wages less military pay received for military duty in accordance with federal and state law.

ARTICLE 27
SICK LEAVE

A. Sick leave with pay shall be provided only for regular full-time and eligible part-time employees who have completed three months of service. A regular part-time employee who works at least twenty (20) hours in a regular work week shall be eligible for sick leave on a pro rata basis.

B. Sick leave with pay will be granted to such employees as follows:

Employees shall earn one fifth of their normal weekly hours for each five (5) weeks worked until his or her anniversary date, at which time, and annually thereafter will be credited with sick leave equal to four (4) times their normal weekly hours, not to exceed twenty-eight (28) weeks including the current year's amount.

- C. 1. Sick leave is intended to be used by employees only in the event of bona fide personal illness or injury prohibiting work and not covered by Workers Compensation, except as otherwise provided in this Paragraph.
2. As part of their annual sick leave, an employee may be granted paid sick leave, up to the equivalent of his/her average hours worked during a period of two weeks, to be used in the event of a serious illness or injury to an immediate family member, as defined in Article 24, after the employee has made a reasonable effort to find another care provider. The Town may, at its discretion, require a physician's statement attending to the necessity for the employee's absence from the workplace to care for the family member.
3. Sick leave may be requested for non-emergency medical/dental appointments and will not be unreasonably denied, provided that the employee is to make reasonable efforts to schedule these appointments on off-duty time or, if necessary, at the beginning or end of the work day so as to have the least impact on the Town's work.
4. Where the Town has reason to believe that sick leave is being abused, they may require the submission of satisfactory medical evidence from a qualified health care professional. Failure of a member to present

such medical evidence within seven (7) working days after such request has been made by the supervisor, may, at the discretion of the Town, result in the absence being treated as absence without pay and disciplinary action.

5. Sick leave may be used in no less than ¼-hour increments.
 6. Employees shall be allowed to use up to ten (10) days, but not to exceed 80 hours, of accumulated sick leave for the purpose of attending to child care needs in the home within the first month after the birth or adoption of his/her child.
- D. In the event the number of hours designated for care of a child or family member are not used during an anniversary year, such sick leave days shall be counted toward the maximum hours of sick leave entitlement.
- E. A certificate from the employee's physician may be required for absences due to illness or injury in excess of three (3) consecutive work days. A physician's certificate may also be required if the employee has used one-half (½) or more of his or her annual sick leave within a twelve (12) month period, or in the discretion of the Town, the return of the employee to work may present a health or safety danger to that employee, other employees or other individuals.
- F. To receive sick leave pay, an employee must notify his or her supervisor before the beginning of his or her scheduled work day. In order to remain on sick leave status, it shall be the responsibility of the employee to notify the town of the anticipated length of absence and any change of his or her status.
- G. Sick leave days for regular full-time employees shall be paid based on the employee's regular straight time wage. Sick leave days for regular part-time employees who work at least twenty (20) hours in a regular work week shall be paid on a pro rata basis.
- H. Upon an approved retirement under the Town retirement plan, the Town will buy back up to twenty-five percent (25%) of an employee's unused sick leave, at the regular straight time rate where applicable. The amount of the buy back shall not exceed Three-Thousand Five-Hundred Dollars (\$3,500.00).

- I. An employee may access sick leave equal to 40% of the employees normal work week in hours to augment his/her Workers Compensation earnings in accordance with M.G.L. 152, Section 69.
- J. Sick Leave “Bank” – the Town and the Union agree to establish a sick leave donation policy as follows:
 1. It is the intent of this policy to provide sick leave to a recipient on a continuous leave basis and not to be available for intermittent days off for an employee who is on the work schedule.
 2. Whenever a non-probationary employee in the bargaining unit has exhausted all of his/her accumulated and unused paid leave time and remains on a Town-authorized unpaid medical leave due to serious health problems not covered by Workers Compensation, other bargaining unit employees may volunteer to give up to ten (10) days of their accumulated and available sick leave to such employee.
 3. No more than a total of forty five (45) sick days may be donated to an eligible recipient at one time.
 4. No continuing “bank” is to be established under this policy; employee donations will be limited to the amount of sick leave authorized to be donated to the recipient by the Committee duly authorized to administer this program.
 5. The Union will elect to appoint a Committee to administer this program, and shall notify the Town Administrator as to the names of the members of the Committee. When the Committee determines to implement a sick leave donation, it shall notify the Town Administrator as to the number of sick days to be debited to each employee who volunteered to donate, and the number of sick days to be provided to the recipient. The Town will then notify the Accountant to transfer the sick days.
 6. The Town shall have no responsibility for seeking volunteer donors, enforcing the provisions of the program, determining who will be a recipient and how much sick leave any recipient shall receive, and shall have no liability for such decisions made by the Committee. The Town’s only function shall be to put into effect any transfer of sick leave the Committee directs be made under this program.

ARTICLE 28
PARENTAL LEAVE

- A. A Parental leave of absence without pay shall be granted to a regular full-time employee in accordance with Massachusetts law.
- B. Parental leave is provided only for situations relating to the birth of a child or for disabilities caused or contributed to by pregnancy, or for the adoption of a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) who is mentally or physically disabled. A full-time regular employee is entitled to up to eight (8) consecutive weeks of unpaid leave if the employee complies with the following conditions:
 - 1. the employee has been continuously employed by the Town for three (3) months; and
 - 2. the employee gives two (2) weeks' notice of his or her expected departure date and notice that he or she intends to return to work.
- C. Employees on leave pursuant to this Article shall continue to accumulate sick leave benefits under the same terms and conditions which apply to other temporary medical disabilities. The Town will continue to pay its share of the health insurance premiums as provided by law.
- D. Parental leave of up to twelve (12) week per year is available to all employees who qualify therefor under the Family and Medical Leave Act.

ARTICLE 29
HEALTH INSURANCE

- A. Eligible employees may choose to participate in the Town's health insurance plan. The Town in its sole discretion shall select the health insurance plan to be provided.
- B. The contribution towards health insurance premiums shall be an 80% contribution rate for the Town and a 20% contribution rate for employees.
- C. The Town shall establish and maintain an Insurance Advisory Committee pursuant to General Laws Chapter 32B, and may implement changes in the

Hospital/Medical/Life insurance plans after complying with the provisions of the law for Committee consultation; provided, however, that the Union shall have the right to appoint a representative of its selection as a member of the Committee.

ARTICLE 30
PENSION

The retirement system and pension plan provided under M.G.L. Chapter 32 shall continue to be applicable to employees covered by this Agreement in accordance therewith. The Town shall furnish each employee with booklets or any other information available to it setting forth the rights and benefits under the plan.

ARTICLE 31
DEFERRED COMPENSATION

The Town agrees to continue the Deferred Compensation Plan presently in effect.

ARTICLE 32
WORKERS COMPENSATION

- A. The Town shall provide insurance coverage for all eligible employees for compensation loss in the event of a work-related injury or illness.
- B. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Town, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing on forms furnished by the Town and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with the above provisions may result in disciplinary action being taken against the employee.

MISCELLANEOUS

ARTICLE 33
MISCELLANEOUS

- A. Within thirty (30) days of any change in rates or classifications or of the hire of a new employee, the Town shall notify the Union.

- B. Employees are required to notify the Town in writing of any change in address or telephone number where he or she can be reached as soon as practicable. The mailing of a notice to the address furnished to the Town by an employee, as provided in this Paragraph, shall be deemed to be in compliance by the Town with any provision of this Agreement which requires notice to an employee.
- C. The Union shall keep the Town advised of the names and titles of all Union officials and representatives representing employees.
- D. With the exception of annual step raises, an employee who is not regularly scheduled to work at least twenty (20) hours per week is not entitled to the fringe benefits set forth in this Agreement, until such employee has completed three (3) years of continuous employment, at which time all benefits shall be pro-rated. For pro-rated benefits the normal workweek shall be calculated as a total hours worked (including leave time but excluding overtime) in the previous 52 weeks divided by 52 as is the practice of the Town.
- E. For new employees, the first accruals of sick, vacation and personal time shall be based on the expected regular workweek schedule of the employee.
- F. If an employee's hours change, the following rules apply with respect to benefits:
 - a. When an employee working less than 20 hours per week increases their normal weekly hours to more than 20 hours per week before reaching their third anniversary, s/he receives pro-rated personal time (based on new hours) immediately and begins accruing sick and vacation time from the date of the increase in hours. The original date of hire remains the anniversary date for subsequent accruals of sick leave and vacation time.
 - b. When a part-time employee already receiving benefits increases their weekly hours, any unused personal time will be prorated using the new weekly hours. On the first anniversary date after the increase in hours, sick and vacation time will be calculated based on actual regular hours worked in the preceding 52 weeks.
 - c. An employee who decreases their hours will retain their accrued sick leave and vacation hours, and any unused personal time will be prorated using the new weekly hours. On the first anniversary date after the reduction in hours,

sick and vacation time will be calculated based on actual regular hours worked in the preceding 52 weeks.

- G. An employee may submit a written request to the Town Administrator to review his or her personnel record. The review shall take place in the office where such personnel records are kept during regular business hours. An employee may obtain a copy of his or her personnel record upon submission of a written request to the Town Administrator. The employee shall be required to pay for the cost of such copies.

If there is a disagreement with any information contained in an employee's personnel record, the removal or correction of such information may be mutually agreed upon by the Town Administrator and the employee. If a mutual agreement is not reached, the employee may submit a written statement explaining his or her position for inclusion in his or her personnel record. The written statement will be contained in the employee's personnel record and become a part of it. The statement shall be included whenever the original information is sent to a third party as long as the original information is retained as part of the personnel record.

- H. Union representatives shall be permitted to have access to the premises of the Town for the purpose of discussing official Union business, including grievances, provided that there is no interruption or disruption of operations or security. The Union shall notify the Town Administrator at least one (1) day prior to said visit.
- I. The Town shall permit the Union to review the current job description grades and salaries of employees. The Union shall have the right to present the Selectboard with comparative or other data in support of reasonable classification upgrade requests.
- J. In the event the Town determines to introduce and utilize computerized systems in the performance of jobs within this bargaining unit, it shall provide the Union with one (1) month notice of said introduction. In the event an employee is required to participate in a training program to qualify for continued employment, the Town agrees to institute a training program for affected employees who desire to receive said training in order to become qualified to accept employment in the resultant computerized positions.

- K. Up to three (3) shop stewards may request one (1) unpaid day of leave to attend annual Union Steward Training. Such requests shall be made in writing at least six (6) weeks in advance, and shall not be unreasonably denied, subject to the operational needs of the Town.
- L. In the event the DPW employees receive an increase in the “beeper pay,” the change will be implemented for any covered bargaining unit employee and the Union will be notified of said changes.
- M. All DPW employees shall be required to wear uniform clothing whenever working for the Town. The Town will secure a uniform rental program with which the employees agree to cooperate. Half the cost of the program will be paid by the Town and the remaining half will be borne equally by the employees, by payroll deduction. The uniform service shall require an employee payment of two dollars (\$2.00) per week. If the Town is unable to secure an adequate uniform service for a total cost of four dollars (\$4.00) per employee per week, the Town may decide not to implement a uniform service during the contract term. The Town shall increase the number of uniforms provided by the Town for the mechanics from seven (7) to eleven (11). Upon termination or lengthy interruption of employment, employees shall return all items of clothing and equipment in clean and good condition. The cost of the items not returned shall be deducted from the employee’s pay.
- N. The Town shall, through its supervisors, have the right to assign employees in Town Hall to perform work within the Town Hall in the same or lower job classification plan grades without respect to job titles, where deemed necessary by the Town due to work loads and/or staffing needs, for reasonable amounts of time.
- O. The Town agrees that the Town’s inclement weather policy will apply to NAGE unit members.
- P. Town may contract out the work of NAGE members in the Water Pollution Control Facility in the event that the Town chooses to privatize the operation, provided notice of the change and an opportunity to bargain the impact pursuant to M.G.L. 150E is provided.

ARTICLE 34
SUBSTANCE ABUSE POLICY

The Town and the Union agree to the same terms and conditions of the Drug and Alcohol Policy as negotiated between the Town and the UE. This policy will be attached hereto and incorporated herein as Appendix C.

ARTICLE 35
SEVERABILITY

It is understood and agreed that in the event any provision or provisions of this Agreement are found to be in conflict with any applicable present or future governmental law, decisions, interpretation, order or regulation during the period this Agreement is in effect, this Agreement shall then be automatically revised to comply with such governmental law, decision, interpretation, order or regulation. In the event that such revision becomes necessary, a meeting of the management and Union shall be held as soon as practicable thereafter to discuss such revision, in order that both parties may understand the same without prejudice to the rights of either party. The remainder of this Agreement and the application thereof shall not be affected by such revision.

ARTICLE 36
DURATION

The provisions of this Agreement shall take effect on July 1, 2022 and shall continue in full force and effect until and including June 30, 2025. If negotiations for a successor agreement are not completed prior to the expiration date, all terms and conditions of this Agreement shall continue in force and effect until the date of execution of a successor agreement.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed on its behalf by the undersigned members of its Selectboard, all duly authorized, and the Union has caused this Agreement to be executed in its behalf by its officers and representatives, each duly authorized, this _____ day of _____, 2022.

THE TOWN OF MONTAGUE:

**NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES:**

By _____ By _____

By _____ By _____

By _____ By _____

APPENDIX A

WAGE SCHEDULES

July 1, 2022 (3% Plus Step Movement)

FY23 NAGE and Non-Union Wage Scale

New Step	1	2	3	4	5	6	7	8	9	10
Old Step	1	2	3	4	5	6	7	8	9	10
A	15.95	16.34	16.78	17.16	17.60	18.00	18.40	18.78	19.15	19.63
B	18.81	19.27	19.75	20.25	20.75	21.29	21.69	22.15	22.58	23.14
C	20.24	20.73	21.27	21.77	22.35	22.88	23.36	23.81	24.29	24.90
D	22.05	22.60	23.16	23.74	24.35	24.96	25.45	25.97	26.47	27.13
E	23.80	24.41	25.01	25.64	26.28	26.93	27.47	28.03	28.58	29.29
F	60,263	61,767	63,312	64,895	66,518	67,847	69,206	70,589	72,000	73,800
G	64,035	65,637	67,277	68,957	70,683	72,097	73,538	75,009	76,510	78,423

July 1, 2023 (2.5% Plus Step Movement)

FY24 NAGE and Non-Union Wage Scale

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	16.35	16.75	17.20	17.59	18.04	18.45	18.86	19.25	19.63	20.12
B	19.28	19.75	20.24	20.76	21.27	21.82	22.23	22.70	23.14	23.72
C	20.75	21.25	21.80	22.31	22.91	23.45	23.94	24.41	24.90	25.52
D	22.60	23.17	23.74	24.33	24.96	25.58	26.09	26.62	27.13	27.81
E	24.40	25.02	25.64	26.28	26.94	27.60	28.16	28.73	29.29	30.02
F	61,770	63,311	64,895	66,517	68,181	69,543	70,936	72,354	73,800	75,645
G	65,636	67,278	68,959	70,681	72,450	73,899	75,376	76,884	78,423	80,384

July 1, 2024 (2.5% Plus Step Movement)

FY25 NAGE and Non-Union Wage Scale

Grade	Steps									
	1	2	3	4	5	6	7	8	9	10
A	16.76	17.17	17.63	18.03	18.49	18.91	19.33	19.73	20.12	20.62
B	19.76	20.24	20.75	21.28	21.80	22.37	22.79	23.27	23.72	24.31
C	21.27	21.78	22.35	22.87	23.48	24.04	24.54	25.02	25.52	26.16
D	23.17	23.75	24.33	24.94	25.58	26.22	26.74	27.29	27.81	28.51
E	25.01	25.65	26.28	26.94	27.61	28.29	28.86	29.45	30.02	30.77
F	63,314	64,894	66,517	68,180	69,886	71,282	72,709	74,163	75,645	77,536
G	67,277	68,960	70,683	72,448	74,261	75,746	77,260	78,806	80,384	82,394

APPENDIX B

JOBS AND CLASSIFICATIONS

<u>Job Title</u>	<u>Grade</u>	<u>Hourly/Salary</u>	<u>FLSA Exempt</u>
Library Assistant	A	H	No
Administrative Assistant	B	H	No
Assessors	B	H	No
Building Department	B	H	No
Board of Health	B	H	No
Planning & Conservation	B	H	No
Parks & Recreation	B	H	No
Selectboard	B	H	No
Assessing Technician	B	H	No
Financial Assistant	B	H	No
Dispatcher in Training	B	H	No
Dispatcher	D	H	No
Animal Control Officer	B	H	No
Library Technician	B	H	No
Children's Library Assistant	B	H	No
Assistant Town Clerk	D	H	No
Assistant Treasurer	D	H	No
Assistant Planner	D	H	No
CWF Lab Manager	D	H	No
DPW Shop Foreman	E	H	No
Office Manager	E	H	No
Health Agent/Sanitarian	E	H	No
Children's Librarian	E	H	No
Dispatch Manager/Office Manager	E	H	No
DPW Working Foreman	F	H	No
CWF Foreman	F	H	No
Director of Council on Aging	F	S	Yes
Director of Parks & Recreation	G	S	Yes
Director of Assessing	G	S	Yes
Building Inspector	G	S	Yes
Planner/Conservation Agent	G	S	Yes

Unit A includes all positions except those in Unit B.

Unit B includes the positions of Director of Council on Aging, Director of Parks and Recreation, Director of Assessing, Building Inspector, and Planner/Conservation Agent.

APPENDIX C

DRUG AND ALCOHOL POLICY

The purpose of this program is to establish the fact that the Town of Montague and its employees have the right to expect a drug free environment in the work place. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of employees with a problem of alcoholism or drug dependency.

Except in the case of applicants for employment in the bargaining unit, no drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of employees shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. Immediate alcohol testing shall be permitted based upon the reasonable suspicion standard herein provided.

The Town shall provide a suspected employee and the Union with a written report evidencing reasonable suspicion within a reasonable time in advance of a proposed drug test.

The employee may initiate a review of the directive to submit a test sample or undergo a health test. The directive shall be reviewed by a Committee of three (3), comprised of one Union designee, one Town designee, and a health professional agreed on by the other two members of the Committee.

The Committee will review evidence brought against the suspected employee, and only after a majority of members of the Committee vote to uphold the evidence shall testing be required or the results of testing be released. If the Committee is not able to meet and/or decide within three (3) calendar days of a drug test directive being given to the employee, the employee will undergo the test and the test results will be sealed by the testing laboratory pending Committee action.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and Union officials with a compelling need for this information.

The directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance abuse.

Objective facts that shall be used in evaluating an employee's condition include but are not limited to:

1. Balance: sure/unsure/questionable
2. Walking: steady/unsteady/questionable
3. Speech: clear/slurred/questionable
4. Attitude: cooperative/uncooperative/questionable
5. Eyes: clear/bloodshot/questionable
6. Odor of Alcohol: none/strong/questionable

It is required that the observations of these objective facts by any supervisory witnesses be documented, along with any explanations by the employee concerning his/her condition.

Reasonable suspicion shall be based on information as to observations and objective facts and the rational inference(s) which may be drawn from this data.

The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of official or supervisory inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all-inclusive examples of such circumstances:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents, or involved in a dangerous situation reasonably suggesting the employee was not acting with his/her usual care.
3. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

Alcohol testing shall be performed without prior Committee review based upon reasonable suspicion as hereinbefore provided.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require testing shall be final and binding and not subject to the Grievance and Arbitration procedure. The test sample taken from the employee shall be secured by the physician, the Nurse Practitioner or a Testing Laboratory designated by mutual agreement of the Town and the Union. Failure to provide the test sample as directed will result in disciplinary action.

Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this article that an employee who is found to test positive on the drug screening shall be treated within the employer/employee relationship. It is incumbent upon the employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal include a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

It is agreed that the Parties will make every effort to protect privacy and confidentiality.

APPENDIX D

DEFINITIONS

- Department:** Defined as having a separate accounting department number and an individual budget.
- Classification:** Job Grade Classification.
- Position:** Job Title.
- Unit:** Two units in the Union: Supervisory and Non-Supervisory.
- Hourly:** Hourly employees are generally employees in grades A-E. Employees in grades F-J who work 40 hours per week OR less than 35 hours per week and who are not otherwise salaried-exempt employees, will be paid on an hourly basis calculated by dividing the annual salary by the days in the fiscal year and then dividing that amount by 7 (for employees working less than 35 hours per week) or 8 (for employees working a 40 hour week).
- Bargaining Unit:** The National Association of Government Employees.
- Anniversary Date:** The calendar date that is the first day of work for the current job classification, adjusted for any loss of seniority except that, in the case of benefits eligibility, the “Anniversary Date” shall mean the calendar date that is the first day of work of the employee as a Town employee, adjusted for any loss of seniority or any break in service.

APPENDIX E

DISPATCHERS

Dispatchers shall, to the extent consistent with their variant schedules, be covered by the terms of the agreement, as modified in the following respects:

Article 18 – Hours:

- A. 1. Police Dispatchers will work a 4 + 2 schedule (four days of work followed by two (2) days off). Their work day will be eight (8) hours per day and their pay will be averaged to thirty seven and sixty nine hundredths hours (37.69) per week.
2. The Communication Supervisor/ Office Administrator will work a forty (40) hour schedule, eight (8) hours per day, Monday through Friday.

Article 18 – Overtime subsection 6(b) to read:

It is understood that in an emergency the Town Hall shall have the right to take exceptional action in order to provide dispatch services; otherwise the following shall apply:

Whenever a shift cannot be filled due to the absence of a dispatcher who is requesting a vacation or personal day, the dispatcher requesting the day off will have to report for work if the request was made **within** seven (7) calendar days of the shift.

Whenever a shift cannot be filled which is the result of a request made **over** seven (7) calendar days in advance or a sick day, family sick day, bereavement day or a personal day that is a bona fide emergency, the shift will be filled in the following manner:

1. A list will be maintained of all dispatchers and per diem dispatchers. All overtime shifts (defined as: shifts taken off by full time dispatchers, as a sick day, vacation day, etc.) will be offered to full time dispatchers with the day off first. If they decline, the shift will go back to all other full-time dispatchers and then to the

per diems. If the shift cannot be filled then it will result in a force. (See below).

If there is more than one OT shift open on the same day, the dispatchers with the day off will get first choice of 1 shift. If the second shift is turned down by all other full time dispatchers than the shift will be offered to the dispatcher who is already working the other OT shift.

2. When an absence occurs on a shift that cannot be filled, the dispatcher currently on duty will be forced to cover the first four (4) hours of the unfilled shift. The next scheduled dispatcher will be forced to report for their shift four (4) hours early to cover the rest of the unfilled shift. The force will only take place after the shift has been offered to all full time, and per diem dispatchers.

(Dispatch Manager may take a full shift before a force occurs)

1. When a dispatcher requests time off last minute, the dispatcher on shift at the time will fill the shift following the rules indicated above in Article 18 #1.
 2. The dispatcher filling the shift will call the home / cell phone of each dispatcher and MUST leave a message.
3. All “**OPEN**” shifts (which are all currently 11-7 shifts) on the Dispatch Worksheet will be filled with per diem dispatchers first. If all per diems decline the shift, then the shift will be offered first to full time dispatchers with the day off in order of seniority (2 spots). If they decline then the shift is offered to all other full time dispatchers. If the shift cannot be filled it will result in a force.
 1. We will not allow days off if it will result in a force on the following Holidays: New Year’s Eve, New Year’s Day, Thanksgiving Day, Christmas Eve, and Christmas Day. All other Holidays are subject to a force, if the Dispatcher taking the time off has submitted the request 14 days prior.
 2. We will NEVER cause a force if the scheduled dispatcher is seeking to use time owed.

4. When a dispatcher is forced to work a shift because the shift could not be filled, they will be compensated for the force. Full-time dispatchers will be paid at double time for the hours worked during the force.
5. A dispatcher cannot be required to work without the Chief's permission if:
 - (a) He/she is already on an overtime shift or a day off; or
 - (b) It will require him/her to work more than sixteen (16) consecutive hours.
 - (c) No dispatcher shall work an overtime shift on a day that they attended a training class if it will put them over sixteen hours.
 - (d) Call-In Pay – see page 19, Article 18C.

Article 20 (Holidays)

Section B:

In the event that a dispatcher actually works on a holiday other than Thanksgiving or Christmas, he or she shall be paid at a rate of one and one-half (1½) his or her regular rate of pay for hours actually worked in addition to holiday pay. In the event that a dispatcher actually works on Thanksgiving or Christmas, he or she shall be paid at a rate of two (2) times his or her regular rate of pay for hours actually worked in addition to holiday pay.

Article 25 – Jury Duty:

(a) Federal Law states your employer is required to allow you to be away from work for Jury Duty, for as long as the court requires you to be there. They cannot prohibit employees from taking off for jury duty, for example: Night shift employees are excused from shift work during and for the night before the first day of jury.

An employee shall not be required to work beyond midnight on a day preceding his or her first day of juror service nor shall the employee be required to work a night shift during his or her term of jury service.

If an employee is excused from jury service prior the end of his or her shift, the employee must return to work. An employee working the night shift who is excused from juror service or completes juror service prior to 4:00 p.m. on a day in which he or she is scheduled to work the night shift is required to report to work for that shift.

Work Rules:

1. Dispatchers with the days off have first choice on all work on their days off.
2. Choice of work is made according to seniority.
3. Full shifts are to be filled first, if a shift is not selected, no other work will be offered to that dispatcher.
4. Full shifts may be split only after all dispatchers (with or without the day off) have passed on the full shift (includes Dispatch Manager). Per diems will be called for full shifts if the split would end up in a force for anyone.
5. Anyone refusing work goes to the bottom of the list, which includes dispatchers without the day off. This is to prevent someone from refusing one shift to get another one within the same day.
6. Anyone signing off a shift after they have taken a shift, unless they are ill or it is an emergency may face disciplinary action. The Chief of Police will judge each case.
7. Dispatchers are to review the worksheet and sign their names in pencil for any jobs they are interested in. The Dispatch Manger will then confirm that the proper procedure regarding seniority bidding rights have been followed before awarding the job.
8. The Chief of Police will settle all conflicts which should be presented before the shift is worked.
9. When a shift comes in to be worked that day, the first available dispatcher who can be contacted and accepts will get the job. All personnel starting with the dispatchers who have the day off will be called, then down the line according to seniority, and then per diems will be contacted.

10. If the dispatchers with the day off have refused a shift and another shift comes in, it will be offered to the other dispatchers without the day off first.
11. All dispatchers will keep the department apprised of relevant phone numbers so they can be reached for filling shifts or emergencies. If a dispatcher receives a message to call in, they will do so ASAP or face possible discipline.
12. Dispatchers may swap shifts with the permission of the Dispatch Manager.
13. Dispatchers may not work extra shifts while on vacation or personal days unless they have the permission of the Chief of Police.
14. Only one dispatcher at a time OFF on vacation or personal days, unless the shifts can be filled without forcing anyone (there may be exceptions to this rule made by Dispatch Manager).
15. Vacation days must be applied for at least 14 days in advance to the days requested. Personal days must be applied for at least 7 days in advance unless it is an emergency. Vacation and Personal days that are applied for with less notice than stated above will be granted if possible but may be denied if he shift is unable to be filled. If it is a personal day and a bonafide emergency the day will be allowed regardless.



Montague Capital Improvements Committee

May 2023 Annual Town Meeting Report

Approved by the CIC 3/8/2023

I. Background

The Capital Improvements Committee (CIC) received requests and began meeting with Montague department heads and regional school district leaders beginning in November 2022 to evaluate capital needs as outlined in their Special Article Requests. The Special Article Request forms that were adopted and implemented in 2017 continue to serve as the framework for outlining and presenting the capital needs of each department.

This year's report of recommendations summarizes the committee's findings following several months of meetings, research, and deliberation and relies upon the same approach to evaluation developed last year. The grading system, explained below, is consistent with that used in past years.

This year the CIC initially received nine (9) capital article requests. Over the course of four months, the proposers were brought in for presentation and discussion of their requests. Through these discussions, and as pertinent information became available, some of the original were reformulated, combined, disaggregated, withdrawn, or otherwise modified. This report presents the final slate of six (6) capital requests and the CIC's recommendations following its investigation into said requests. The final slate of requests reflect ongoing modernization needs at the Clean Water Facility (CWF), workspace upgrades at town hall, addressing a blighted property, in addition to routine capital needs of the Department of Public Works.

The value of capital requests on the final slate of Annual Town Meeting requests is notably less than the previous year, however several larger capital requests from the Parks and Recreation Department can be expected in the upcoming Fall Special Town Meeting.

II. Approach to Evaluation of Requested Articles

Defined Criteria/Rationale Used in Assessing Special Article Requests

Public Safety: Does the capital improvement rectify a safety concern or otherwise prevent a potential public safety issue?

Cost Avoidance: Will the capital improvement save the town financially?

Service Interruption: Does the capital improvement prevent an interruption in services?

Other- Any other reason identified and relevant by the CIC.

Grading System

Recommend: Given appropriate budget space, the committee believes that the capital improvement should be funded. The CIC evaluation does not formally consider the question of financial capacity, which is left to the Finance Committee and Selectboard.

Recommend with Reservations: The committee would generally recommend the capital improvement but may find that elements of the project scope are unclear or incomplete, that it lacks a convincing professional cost estimate, or doesn't address or account for some long-term needs and concerns of the town.

Does not Recommend: The committee does not recommend moving forward with the capital improvement as presented. This may be due to the nature or timing of the project, the apparent need for the project, the availability of scope or cost information, or other reasons.

III. Recommendations on Requested Articles

1. Summary Table of Fiscal Year 24 Submissions and Recommendations

The table below offers a summary view of special article requests and CIC recommendations for FY24 capital project spending. Overall, spending associated with recommended articles equals \$548,092. These recommendations are further explained in section II.

Summary of Final Motions/Recommendations

Request	Amount	Approved	Vote
Clean Water Facility- Rough Terrain Vehicle	\$ 25,000	Yes	4-0
Clean Water Facility- Septage Receiving Station Upgrade	\$ 264,000	Yes	4-0
Clean Water Facility- Operations Boiler Replacement	\$ 113,500	Yes	4-0
Public Works- Vehicles and Equipment	\$ 70,592	Yes	4-0
Town Hall Carpeting and Flooring Replacement	\$ 25,000	Yes	4-0
Economic Development and Industrial Corp- Demolish 38 Avenue A	\$ 50,000	Yes	4-0

2. FY24 Articles Recommended for Consideration by Annual Town Meeting

CWF Rough Terrain Vehicle (\$25,000): The Clean Water Facility is a campus comprised of two separate buildings with various exterior facilities on the grounds. The Administrative and Operations buildings are separated by over 900 feet. A small utility vehicle is necessary to transport parts/supplies/equipment between the buildings.

The CWF currently uses a golf-cart that has reached the end of its useful life. A rough terrain utility vehicle equipped with a plow and sander would assist in plowing and maintaining the many feet of sidewalks, driveways, walkways at the facility. The CWF is responsible for clearing snow at the facility.

The new vehicle will enable enhanced productivity through greater storage, transport, and snow/ice treatment capabilities.

The CWF anticipates purchasing a John Deer Gator Work Series RTV, a Kubota Diesel RTV or similar.

Service Interruption, staff safety and productivity: The current vehicle is at the end of its useful life and must be replaced. The new vehicle will enable enhanced productivity through greater storage, transport, and snow/ice treatment capabilities.

*Capital Improvements Committee grade. **Recommend***

CWF Septage Receiving Station Upgrade (\$264,000)

Septage is waste that is trucked into the plant from septic tank haulers. The CWF generates a large percentage of revenue from septage receiving services. The current station is approaching the end of its useful life and intermittent failures have been reported. The proposed new system is a prefabricated unit that sits over a dry pit.

The current station is not set up to monitor pH levels as required per MGL, nor does the station have an automated system for accurately tracking and monitoring haulers and their discharges. The ability to accurately monitor and sample/test haulers and their loads is important to protect the quality of sludge the facility produces and to protect the town from EPA permit violations. Emerging concerns about PFAS (forever) chemicals and its associated regulations have highlighted the importance of implementing a new station.

Cost Avoidance: Should the system fail, the plant will be unable to maintain revenue which would increase sewer user rates. The CIC understand that the current system did fail temporarily last year which fast tracked the need for the upgrades. Additionally, the modernization is needed to be able to monitor and report what septage the plant is receiving. Non-compliance with NPDES permit could result in unanticipated costs and pollution. Lastly, the new system will allow for more efficient and accurate billing.

*Capital Improvements Committee grade. **Recommend***

CWF Operations Building Boiler Replacement (\$113,500)

The boiler from 1980s is approaching the end of its useful life. The operations building houses critical infrastructure for the plant. The burner has repeatedly failed and continues to have issues beyond normal maintenance and repair. There is legitimate cause for concern that the boiler may not make it through another winter.

A 56Kw Vacuum Pellet Boiler pellet system with an external silo for pellet storage is the most suitable heating system for the operations building. The CIC considered several fuel options for the new furnace. Natural Gas is not available. Heat Pumps are not recommended due to the hydrogen sulfide and plant safety requirements. Oil burners would carry a cost premium to re-line the chimney.

The CIC recommends replacing the oil boiler with a pellet fuel system for the following reasons:

- Pellet boiler will be cheaper than in-kind replacement of an oil boiler. (\$113,500 for pellet system vs \$130,000 for oil).

- Pellet fuel cost savings are projected to be \$12,000 per year over oil
- The pellet boiler system carries a 30 year warranty and 30 year life cycle. This equates to a 10 year payback.
- The town may be eligible for a 35% grant from USDA Forest Service Wood Innovation Grant Program (\$39,725)
- Numerous municipal facilities such as the Olver Transit Center in Greenfield use pellet fuel.

The CIC notes that there will still need to be a future ventilation system capital project in the operations building to address air quality due hydrogen sulfides. However, the CIC agrees with the CWF Superintendent that pursuing the boiler at this time as a separate project is prudent.

Service Interruption: Failure of the boiler could present a true emergency at the plant. All pipes that feed into the facility come through the operations building and must be temperature controlled. There are many pieces of delicate equipment, motor controls, etc. By planning ahead, the plant will be able to seamlessly convert to a more sustainable, cost effective fuel source without cause a service interruption.

*Capital Improvements Committee grade: **Recommend***

DPW Vehicles and Equipment Fund - \$70,592

This fund provides accessible funding for the DPW superintendent to fund purchases of and/or major repairs to DPW vehicles and equipment. Expenditures from this fund are governed by a new Policy adopted in 2022. That policy requires selectboard approval for any expenditure exceeding \$25,000. The policy also indicates that the fund should be replenished at Annual Town Meeting to an amount not to exceed \$100,000, based on the amount in the fund as of March 1.

Based on a balance of \$29,408 in the DPW discretionary account as of March 1, this appropriation is expected to return the total DPW discretionary fund balance to approximately \$100,000 at the end of the current fiscal year.

The DPW vehicle/equipment inventory is current and in good condition. The anticipation of large unexpected expenses is not anticipated—but may still occur. The CIC’s preference is for requests for light pickup trucks be included in the normal capital improvements schedule instead of through the discretionary account. This is due to the cost of new light-duty trucks now approaching and even exceeding \$70,000.

Service Interruption: Should a vehicle or large piece of equipment fail (without this appropriation) it is quite possible that said equipment could remain out of service, potentially hindering snow removal or disrupting time-sensitive construction project while the Town identifies a method to appropriate funding to repair or replace.

*Capital Improvements Committee grade: **Recommend***

Town Hall Carpeting and flooring- \$25,000

The carpeting on the first floor of town hall is at the end of its useful life. It is worn and badly stained, despite many attempts to clean it. The town has tested and confirmed that asbestos containing tile is not present under the existing carpeted areas.

Any funds remaining after the carpet work is performed will be dedicated to replacement of previously abated tile floors in the first floor basement and stairwells, as well as treatment of any painted or unpainted concrete floor surfaces in the basement level building area.

Other: Staff Productivity and Customer Service: The town offices are a primary point of interface between town officials and the public. Sound flooring and tidy appearance are important for customer and employee experience. The CIC advises that the purchase should include specifications for low-VOC adhesives and carpeting so as to protect the indoor air quality for employees and customers.

*Capital Improvements Committee grade: **Recommend***

38 Avenue A Demolition- \$50,000

The Property has been owned by the town's economic development agency the Montague Economic Development and Industrial Corporation since 1990. The Building has been vacant since 2010 and condemned since 2013. The structure is a 2,200 cinder block on slab building on Avenue A.. The rubber membrane roof has failed and the mansard roof is showing significant signs of failure. The building was gutted and abated of asbestos containing material in 2013 using a town meeting appropriation. The building is not historically significant and would not be subject to the demo delay bylaw. The budget includes removing the concrete slab and capping existing utility connections at the curb. The lot will be loamed and seeded.

The CIC understands that the community's long term goal is to redevelop the site with a new building that enhances the downtown, however, based on the current market realities, the site will enjoy an interim use as flat, grassed open space.

Public Safety. The CIC agrees with the EDIC's conclusion that the building is at the tipping point of becoming blight and a public safety hazard. The mansard structure is failing and shingles are falling off. The roof is actively leaking. This is not the impression that the town desires to portray, particularly in such a high visibility location. Absent a plan or partner to revitalize the property, the CIC feels that investing into the rehabilitation of the building would not be a wise use of town funds.

Cost Avoidance The EDIC has tried unsuccessfully over the past 10+ years to pass the cost of demolition onto potential developers of the property. The demolition expense is considered a barrier to productive re-use of the property. Based on the recent history of attempts to redevelop the property, the CIC agrees with the EDIC's conclusion that the market can not currently support new construction. This action will help advance the development continuum for the property.

It is noteworthy that by demolishing the structure, the town will no longer have to carry abandoned building insurance on the property which equates to cost savings of approximately \$900 per year.

*Capital Improvements Committee grade: **Recommend***

FY 24 NON- Capital Special Article Requests

Non-Capital requests are for purchases valued less than \$25,000 and with a lifespan of less than 25 years. These articles are not as closely vetted as capital articles, however the CIC does typically review and offer recommendations to ensure compliance with the town’s capital planning objectives. The CIC offer the following recommendation on FY24 non-capital article requests, totaling \$113,500 :

Libraries	Window and door repairs at M.F. Branch Library	\$14,000	RECCOMEND
Conservation Commission	Supplement to Waidlich Conservation Fund	\$10,000	RECCOMEND
Parks and Recreation	Unity Park Community Garden Well	\$12,000	RECCOMEND
Parks and Recreation	Unity Park Parking Lot Improvements	\$12,500	RECCOMEND
Town Clerk	Fireproof Locking Storage Cabinets	\$25,000	RECCOMEND
GMRSD	Sheffield Gym/Auditorium Roof Repair	\$20,000	RECCOMEND
GMRSD	Sheffield Admin Security Door	\$20,000	RECCOMEND

FY23 Request Review

While not relevant to the development of the FY24 Annual Town Meeting warrant, the CIC wishes to provide a summary of capital article requests that were submitted as part of the FY23 Capital Requests Cycle. Each of these projects received funding as requested in the FY23 budget year, with authorization received at either the October or March Special Town Meeting.

Submitted by	Project Description	Appropriation	CIC
GMRSD	Hillcrest School Floors	\$56,000	RECCOMEND
CWF	Screw Pump Replacement	\$2,500,000	RECCOMEND
CWF	Transit Van to replace pickup	\$68,000	RECCOMEND
DPW	New Pick-up w/ plow and sander	\$80,000	RECCOMEND
DPW	One Ton Dump Truck w/ plow and Sander	\$100,000	RECCOMEND

Building/Assessors/ Health	Inspectional Services Vehicle	\$50,000	RECCOMEND
Selectboard	Colle Building Roof Replacement Project	\$225,789	RECCOMEND
Libraries	Feasibility Study for Main Library in Turners Falls	\$35,250	RECCOMEND
Total		\$3,059,039	

FY24 Preview

The CIC discussed several special article requests from the Parks and Recreation Department in great detail. These article were not ultimately ready for the CIC to recommend to Annual Town Meeting, but the CIC expects to receive updated requests for the Fall Special Town Meeting

- Montague Center Park Improvements (To leverage a potential \$500,000 PARC grant)
- Unity Park Lighting

6 Year Capital Plan

The initial 6 Year Capital Plan is in the process of being developed. The CIC is currently taking inventory from all existing studies of capital assets (facilities, utilities, roads, vehicles, etc) to develop a central, prioritized capital plan with a 6 year planning horizon. The plan will be developed and adopted in advance of the FY25 budget planning cycle and will prove to be a useful resource moving forward.

Respectfully,

- Gregory Garrison, Chairman
- Jason Burbank
- Ariel Elan
- Chris Menegoni

ARPA Spending Strategy 03.09.2023

ARPA= American Rescue Plan Act of 2021

Draft for Discussion Purposes 2,400,000 total available

Encumbered Projects						
Category	Project	Vote	Appropriation	Actual Spent	Status	Funding leveraged
Infrastructure/ Wastewater	Vactor truck		400,000	400,000	purchase complete	
Infrastructure/ Wastewater	Montague City Road Emergency Sewer Repair	11/1/2022	165,000	153,881	project complete	
Infrastructure/ Wastewater	Screw Pump Replacement		800,000	26,500	engineering in progress	USDA RD grant. Reflects design contract with Wright-Pi
Infrastructure/ Wastewater	Draft Long Term Control Plan for wastewater collection		49,000	49,000	project complete	
Infrastructure/ Wastewater	wastewater collection engineering assessment		250,000	80,000	project in process	\$150,000 in CWT grant
Facilities	Main Branch Feasibility planning	12/19/2022	35,250	0	ON HOLD	Not needed- funds approved at STM 3/2/23
Economic Development Recovery	Trash Receptacles	12/19/2022	15,000	15,000	project in process	
Economic Development Recovery	Holiday lights		20,000	20,000	purchase in process	
Economic Development Recovery	Winter Parking signs		10,000	10,000	purchase in process	
Economic Development Recovery	Avenue A Streetscape Design	3/6/2023	46,800	46,800	under contract	\$975,000 Congressional Earmark for construction
Health	COVID Test Kits		18,450	18,450	purchase complete	
total encumbered			1,809,500	819,631		
ARPA Funds Remaining			590,500	1,580,369		

POTENTIAL PROJECTS

Economic Development/Recovery	Approximate Budget
Falls Festival	\$20,000
Public Art Implementation	\$50,000
Cultural Council matching funds (2 yrs)	\$17,000
DPW message board signs	\$37,750
Social Services Gap funding (2 quarters)	\$40,000
	\$164,750
Wastewater Infrastructure	
Septage Receiving Station Upgrade	\$264,000
Rough Terrain Vehicle	\$25,000
	\$289,000
Town Hall	
Parking Lot Reconstruction	\$200,000
Annex Roof Solar	\$200,000
Annex Meeting Room and ADA Bathrooms	\$500,000
Main Office Interior Upgrades	\$150,000
	\$1,050,000
Other	
DPW Roof Solar	700,000
Montague Center Town Hall Windows	150,000
Montague Center Town Hall Roof Replacer	200,000
Montague Center Park Improvements	\$1,570,250
11th Street Bridge Repairs	\$100,000
Health Emergency set aside	\$100,000
Canal District North End Renewal	?
	2,720,250

TOTAL SPENDING BY CATEGORY

	Actual spent	Percentage of total	Potential spending
Infrastructure/ Wastewater	\$709,381	72	\$289,000
Economic Development Recovery	\$256,550	\$26	\$164,750
Facilities	0	0	\$3,770,250
Health	18,450	2	100,000

February 24, 2023

Mr. Walter Ramsey
Assistant Town Administrator
Town of Montague, MA.
1 Avenue A
Turners Falls MA. 01376

For Review

02/24/2023 2:49:10 PM

Re: **Eleventh Street Bridge over Utility Canal – Town of Montague, MA**

Dear Mr. Ramsey:

Weston & Sampson (WSE) has been contracted to perform a limited visual inspection, along with a review of existing documents, MassDOT inspection reports to provide the Town of Montague an engineering evaluation of the condition of Bridge M-28-017 of Montague, MA; which is a Multi-thru Truss Bridge carrying Eleventh Street over Utility Canal.

Project Description

The bridge is a three-span continuous superstructure consisting of four (4) thru-trusses, ten (10) floor beams, eight (8) stringers at the sidewalks (4 supporting each sidewalk) and six (6) stringers supporting the roadway. The overall width of each sidewalk is 7'-6", while the roadway width is 28'-6" for two lanes of travel and two shoulders. The overall bridge length is 194'-6". The trusses are supported by elastomeric bearings while the stringers and floor beams at the piers are pinned to the concrete with anchor bolts. All stringer ends in the last bays are encapsulated in concrete at the abutment face. The bridge deck is cast-in-place (CIP) concrete with stay-in-place (SIP) Forms. The substructure consists of the West and East Abutments that are CIP concrete along with two sets of Pier Columns. Each set of pier columns support the last corresponding floor beam along with the stringers from the sidewalk and the elastomeric bearing of the Truss. There is a utility gas main cantilevered off the north side of the structure that runs the entire bridge length and overhead communication utilities that are supported on the south side of the structure.

Existing Condition

The 2020 Inspection Report, 2008 Load Rating, and 2023 WSE review provided information of current structural and safety deficiencies. Throughout the structure, there are missing and loose bolts in the handrail system, truss connection plates and connection plates between floor beams and stringers. In addition, there are several locations of steel cracks at the handrail system and concrete spalls at the concrete deck and piers. At the west pier, both anchor bolt connections at the floor beam have sheared and no longer have a positive connection to the structural member. There are several locations that have documented pack rust in the truss system. Underneath the bridge deck, the SIP forms are rusted, and some are starting to fall out of their original position. Stringers at the Pier show minor section loss on the top and bottom flanges at floor beam connection locations. The paint system on the trusses and handrail system is in fair condition; even though per previous documentation the structure was last painted in 1996. Due to the structural cracks in the handrails, the existing pedestrian handrail system is not completely structurally sound. There is an over 1/2" difference in elevation between the sidewalks on the bridge and the sidewalk approaches. The vehicular approach has several patches and raveled asphalt.

Recommendations

Weston & Sampson has reviewed the MassDOT inspection reports and have performed a limited visual inspection of the bridge structure to determine short and long term repairs to the existing thru-truss bridge structure.

Short term repairs should include steel repairs to address existing damages at the handrails system, concrete patches to address spalls throughout the superstructure sidewalks and the concrete piers, replacement of missing and damaged bolts along the handrail system, replace sheared or damaged bolt within the Truss system, replace

damaged bolts at the connection between floor beam and stringer connection plate and repairs to sheared anchor bolts at West Pier's Floor beam.

Long term repairs should occur within the next five years to assure longevity of the bridge which includes sandblast and painting of the superstructure; milling and paving of the vehicle approaches, bridge roadway and the sidewalk approaches. Resetting sidewalk curbs as required to ensure no difference in elevation for safety concerns. Sounding of the bridge roadway and sidewalk deck should be performed to determine if there is no hollow areas or other concrete issues on the underside of deck. Additional superstructure steel repairs will be required during the sandblasting and painting process due to advanced section losses that can be found and were documented in the MassDOT inspection report.

Opinion of Probable Construction Costs

The approximated probability of construction costs for the rehabilitation of the Multi-thru Truss Eleventh Street Bridge are as follows:

The short term grand total cost is \$105,700.00.

The long term grand total cost is \$2,469,000.00.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

Peter Grandy
Technical Structural Lead Engineer

APPENDIX A

Pictures

<p>Client Name: Town of Montague</p>	<p>Site Location: Eleventh Street Bridge over Utility Canal Town of Montague, MA</p>	<p>Project No. ENG23-0132</p>
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<p>Photo 1</p>	<p>Date: 2/06/23</p>
<p>Description: East Approach of Bridge (looking East)</p> <p>Note: Overhead utilities on South side of bridge, cantilevered utility gas main on North side of bridge, Raveling and cracks at asphalt approach with vegetation growth along approach curbing</p>	



<p>Photo 2</p>	<p>Date: 2/6/23</p>
<p>Description: North Truss (outer) (east end) upper rail (looking North)</p> <p>Note: Cutout of top rail around truss diagonal, crack at top rail, peeling paint, surface rust</p>	



<p>Client Name: Town of Montague</p>	<p>Site Location: Eleventh Street Bridge over Utility Canal Town of Montague, MA</p>	<p>Project No. ENG23-0132</p>
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<p>Photo 3</p>	<p>Date: 2/6/23</p>	
<p>Description: South Truss (outer) west end handrail upper rail.</p> <p>Note: missing bolts at top rail, peeling paint, surface rust</p>		

<p>Photo 4</p>	<p>Date: 2/6/23</p>	
<p>Description: Outer North Truss Mid Bracing of diagonals @ diagonal flange angle</p> <p>Note: Section Loss and pack rust at angle at mid-connection at diagonal, peeling paint</p>		

<p>Client Name: Town of Montague</p>	<p>Site Location: Eleventh Street Bridge over Utility Canal Town of Montague, MA</p>	<p>Project No. ENG23-0132</p>
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<p>Photo 5</p>	<p>Date: 2/6/23</p>
<p>Description: North sidewalk approach (west side)</p> <p>Note: Up to 1/2" difference in elevation between bituminous approach walkway and bridge sidewalk, cracking and patching of existing asphalt</p>	



<p>Photo 6</p>	<p>Date: 2/6/23</p>
<p>Description: West Pier North side spall at Interior Stringer 3 and 4</p> <p>Note: spalled concrete, exposed and rusted rebar, deformed anchor bolts</p>	



Client Name: Town of Montague	Site Location: Eleventh Street Bridge over Utility Canal Town of Montague, MA	Project No. ENG23-0132
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Photo 7	Date: 2/6/23	 <p>Description: West Pier North side at Floor beam seat</p> <p>Note: Anchor bolt is sheared and there is no positive connection between floor beam and substructure</p>
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Photo 8	Date: 2/6/23	 <p>Description: West Pier South side of column</p> <p>Note: concrete spalls, concrete patch to substructure corner and existing riprap</p>
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<p>Client Name: Town of Montague</p>	<p>Site Location: Eleventh Street Bridge over Utility Canal Town of Montague, MA</p>	<p>Project No. ENG23-0132</p>
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<p>Photo 9</p>	<p>Date: 2/6/23</p>	
<p>Description: West Pier Southside of Column Exterior Truss at Elastomeric Bearing</p> <p>Note: concrete spall, rust and peeling paint on the superstructure and stringers, rusting SIP forms.</p>		

<p>Photo 10</p>	<p>Date: 2/6/23</p>	
<p>Description: South Truss (outer) handrail (upper rail) (looking South) (East Side)</p> <p>Note: crack at rail at cutout around truss, rust and peeling paint</p>		

APPENDIX B

Opinion of Probable Construction Costs

OPINION OF PROBABLE CONSTRUCTION COSTS

Eleventh Street Bridge Rehabilitation

Town of Montague, Massachusetts

Short Term Repairs					
Repair Description	Amount		Unit Cost		Repair Cost
Steel Repairs - Short Term	550	LBS	\$50	\LBS	\$27,500
Bolt Replacements (Handrail)	14	EA	\$25	\EA	\$350
Bolt Replacements (Truss System)	4	EA	\$250	\EA	\$1,000
Concrete Repairs	25	CF	\$350	\CF	\$8,750
Anchor Bolt Repairs	4	EA	\$2,500	\EA	\$10,000
Maintenance and Protection of Traffic	1	LS	\$25,000	\LS	\$25,000
Subtotal					\$72,600.00
Contingencies (20%)					\$14,520.00
Engineering Fees					\$18,580.00
Grand Total Cost					\$105,700.00

Long Term Repairs					
Repair Description	Amount		Unit Cost		Repair Cost
ABS & Class 1 Containmentment	1	LS	\$250,000	LS	\$250,000
Paint	1	LS	\$1,500,000	LS	\$1,500,000
Reset Curbing	436	LF	\$25	\LF	\$10,900
Mill & Pave Sidewalk & Vehicle Approaches	2	Tons	\$375	\Ton	\$750
Bolt Replacements (Truss System)	200	EA	\$250	\EA	\$50,000
Steel Repair	2500	LBS	\$40	\LBS	\$100,000
Maintenance and Protection of Traffic	1	LS	\$200,000	\LS	\$200,000
Subtotal					\$1,911,650.00
Contingencies (20%)					\$382,330.00
Engineering Fees					\$175,020.00
Grand Total Cost					\$2,469,000.00

Schedule III
Town Operating Budget

DEPT NO.	BUDGET FY23	REQUEST FY24	SELECTBOARD	\$ Increase	% Increase
			FIN COMM RECOMMEND FY24		
GENERAL GOVERNMENT					
113 TOWN MEETING	2,390	2,980	2,980	590	24.69%
122 SELECTBOARD	313,510	329,781	329,781	16,271	5.19%
131 FINANCE COMMITTEE	2,000	2,000	2,000	-	0.00%
132 RESERVE FUND	50,000	50,000	50,000	-	0.00%
135 TOWN ACCOUNTANT	90,884	89,500	89,500	(1,384)	-1.52%
141 ASSESSORS	190,623	189,801	189,801	(822)	-0.43%
145 TREASURER/COLLECTOR	220,713	230,748	230,748	10,035	4.55%
151 TOWN COUNSEL	75,000	80,000	80,000	5,000	6.67%
155 INFORMATION TECHNOLOGY	79,000	80,500	80,500	1,500	1.90%
159 SHARED COSTS	78,079	85,907	85,907	7,828	10.03%
161 TOWN CLERK	195,844	243,041	243,041	47,197	24.10%
175 PLANNING	129,007	134,429	134,429	5,422	4.20%
176 ZONING BOARD OF APPEALS	700	700	700	-	0.00%
190 PUBLIC BLDG UTILITIES	130,782	155,932	155,932	25,150	19.23%
197 FARMERS MARKET	-	5,000	5,000	5,000	#DIV/0!
TOTAL GENERAL GOVT	1,558,532	1,680,319	1,680,319	121,787	7.81%
PUBLIC SAFETY					
211 POLICE	1,878,434	1,970,054	1,970,054	91,620	4.88%
211 POLICE CRUISER	54,000	68,100	68,100	14,100	26.11%
212 DISPATCH	377,862	395,588	395,588	17,726	4.69%
241 BUILDING INSPECTOR	140,666	148,621	148,621	7,955	5.66%
244 SEALER OF WEIGHTS	7,182	7,182	7,182	-	0.00%
291 EMERGENCY MANAGEMENT	6,265	6,265	6,265	-	0.00%
292 ANIMAL CONTROL	21,765	23,112	23,112	1,347	6.19%
294 FOREST WARDEN	1,710	1,710	1,710	-	0.00%
299 TREE WARDEN	30,285	30,285	30,285	-	0.00%
TOTAL PUBLIC SAFETY	2,518,169	2,650,917	2,650,917	132,748	5.27%
PUBLIC WORKS					
420 DEPT OF PUBLIC WORKS	1,571,829	1,746,506	1,746,506	174,677	11.11%
420 EQUIPMENT LEASE PAYMENT	-	-	-	-	#DIV/0!
423 SNOW & ICE	281,050	311,250	311,250	30,200	10.75%
433 SOLID WASTE	656,338	679,221	679,221	22,883	3.49%
480 CHARGING STATIONS	6,000	7,380	7,380	1,380	23.00%
491 CEMETERIES	13,440	30,150	30,150	16,710	124.33%
TOTAL PUBLIC WORKS	2,528,657	2,774,507	2,774,507	245,850	9.72%

Schedule III
Town Operating Budget

DEPT NO.	BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24	\$ Increase	% Increase
HUMAN SERVICES					
511 BOARD OF HEALTH	165,193	175,444	175,444	10,251	6.21%
541 COUNCIL ON AGING	56,594	58,593	58,593	1,999	3.53%
543 VETERANS' SERVICES	76,500	76,500	76,500	-	0.00%
TOTAL HUMAN SERVICES	298,287	310,537	310,537	12,250	4.11%
CULTURE & RECREATION					
610 LIBRARIES	465,607	503,336	503,336	37,729	8.10%
630 PARKS & RECREATION	153,157	160,703	160,703	7,546	4.93%
691 HISTORICAL COMMISSION	500	500	500	-	0.00%
693 WAR MEMORIALS	1,400	1,600	1,600	200	14.29%
TOTAL CULTURE/RECREATION	620,664	666,139	666,139	45,475	7.33%
DEBT SERVICE					
700 DEBT SERVICE	1,162,190	1,154,319	1,154,319	(7,871)	-0.68%
INTERGOVERNMENTAL					
840 INTERGOVERNMENTAL	110,647	113,924	113,924	3,277	2.96%
MISCELLANEOUS					
910 EMPLOYEE BENEFITS	2,391,280	2,490,334	2,490,334	99,054	4.14%
946 GENERAL INSURANCE	119,600	120,600	120,600	1,000	0.84%
TOTAL MISCELLANEOUS	2,510,880	2,610,934	2,610,934	100,054	3.98%
TOTAL TOWN BUDGET	11,308,026	11,961,596	11,961,596	653,570	5.78%

Schedule IV
CWF Budget

DEPT NO.	BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24	\$ Increase	% Incr
CLEAN WATER FACILITY					
440 Wages & Expenses	1,962,430	2,015,729	2,015,729	53,299	2.72%
440 Capital Outlay		58,500	58,500	58,500	
700 Debt Service	505,270	483,614	483,614	(21,656)	-4.29%
910 Employee Benefits	359,152	363,631	363,631	4,479	1.25%
SUBTOTAL CWF	2,826,852	2,921,474	2,921,474	94,622	3.35%
449 DPW SUBSIDIARY					
Wages & Expenses	42,800	84,650	84,650	41,850	97.78%
Capital Outlay	8,000	-	-	(8,000)	-100.00%
SUBTOTAL DPW SUBSIDIARY	50,800	84,650	84,650	33,850	66.63%
TOTAL CWF	2,877,652	3,006,124	3,006,124	128,472	4.46%

Schedule V
Airport Budget

DEPT NO.	BUDGET FY23	REQUEST FY24	SELECTBOARD FIN COMM RECOMMEND FY24	\$ Increase	% Increase
AIRPORT					
482 Wages & Expenses	181,794	284,915	274,915	93,121	51.22%
482 Capital Outlay/Local Share			10,000	10,000	
700 Debt Service	101,120	101,535	101,535	415	0.41%
910 Employee Benefits	33,101	40,515	40,515	7,414	22.40%
TOTAL AIRPORT	316,015	426,965	426,965	110,950	35.11%

Date of Meeting		Appropriations From Free Cash & Reserves										
		5/6/2023										
Art #	Description	Free Cash	CWF Retained Earnings	Existing Appropriation	Overlay Surplus	OPEB Trust	Town General Stabilization	Town Capital Stabilization	CWF Capital Stabilization	GMRSD Capital Stabilization	FCTS Capital Stabilization	Cannabis Impact Fee Stabilization
ATM	Balance before meeting	2,180,701	352,364	78,092	250,000	1,085,692	1,146,940	1,468,948	257,749	87,924	267,765	222,798
	Town Operating Budget			6.80								
	Sheffield Gym/Auditorium Roof	(20,000)								(20,000)		
	Sheffield Admin Security Door	(20,000)								(20,000)		
tax	Smith VoTech Student											
	CWF RTV w/Plow & Sander		(25,000)									
	Upgrade Septage Receiving Station		(265,000)									
	CWF Pellet Boiler		(62,364)						(51,055)			
	Town Projects	(88,500)										
	Montague Center Park							(400,000)				
	Skatepark Lights			(66,000)								
	Demolish 38 Avenue A	(37,901)		(12,099)								
Tax	Henry Waidlich Conservatio Trust Fund											
tax	Taxation to Reserves					50,000	37,388	134,891		41,339		
	Overlay Surplus to OPEB				(250,000)	250,000						
	Free Cash to Reserves	(2,000,000)				500,000		1,500,000				
	RE To CWF Cap Stab								-			
Ending Balance		14,300	-	(0)	-	1,885,692	1,184,328	2,703,839	206,694	89,263	267,765	222,798

Free Cash = Unrestricted funds from operations of the previous fiscal year that are certified by the Director of Accounts as available appropriation. Remaining funds include unexpended free cash from the previous year, receipts in excess of estimates shown on the tax recap, and unspent appropriations

Stabilization Fund = A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose

WendyB-Montague Selectboard

From: CarolynO-Montague Town Accountant
Sent: Thursday, March 9, 2023 1:56 PM
To: Shayna Reardon; WendyB-Montague Selectboard; StevenE - Montague Town Administrator
Subject: items for SB
Attachments: FY24 Budget 3-09-23.xlsx; Dept Budget Summary for SB.pdf; New Town Clerk Budget for SB.pdf

MOVED by Mr. Menegoni: That the Finance Committee adding the \$250,000 of Overlay Surplus to the OPEB Trust Fund, said sum to be raised from Overlay Surplus. **Seconded by Mr. Hanold** and approved.

Bell-Upp – Aye, Bowman – Aye, Hanold – Aye, Menegoni – Aye, Waryas – Aye, and Wisnewski – Aye

MOVED by Mr. Menegoni: . And 2MFree Cash allocated 25% to OPEB and 75% to Town Capital Stabilization. **Seconded by Mr. Hanold** and approved.

Bell-Upp – abstain, Bowman – Aye, Hanold – Aye, Menegoni – Aye, Waryas – Nay, and Wisnewski – Aye

**TURNERS FALLS HYDROELECTRIC PROJECT
FERC PROJECT NO. 1889**

**NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT
FERC PROJECT NO. 2485**

**AGREEMENT IN PRINCIPLE TO DEVELOP
A RELICENSING SETTLEMENT AGREEMENT**

February 2, 2022

WHEREAS, FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, FirstLight) are the Federal Energy Regulatory Commission (FERC) licensees for the Turners Falls Hydroelectric Project, FERC Project No. 1889 (Turners Falls Project) and Northfield Mountain Pumped Storage Project, FERC Project No. 2485 (Northfield Mountain Project), respectively. Both the license for the Turners Falls Project and the license for the Northfield Mountain Project expired April 30, 2018. The Projects have been operating on annual licenses pursuant to Section 15 of the Federal Power Act (FPA) since that time.

WHEREAS, in accordance with the requirements of the FPA and FERC's regulations, FirstLight filed a Final Application for New License (FLA) for the Turners Falls and Northfield Mountain Projects with FERC on April 29, 2016. Because certain environmental studies had not yet been completed as of the statutory deadline for filing of the FLA, FirstLight filed a separate Amended Final License Application for each Project on December 4, 2020 (AFLA), including FirstLight's proposed protection, mitigation and enhancement (PM&E) measures to be included in the new licenses and the scientific and evidentiary basis for those measures.

WHEREAS, since filing of the AFLAs, FirstLight has been engaged with federal and state resource agencies, local communities, environmental organizations, Native American Tribes, and other stakeholders to consider agency and stakeholder proposals for additional PM&E measures on a broad range of issues pertaining to fish passage, streamflows, recreation, and cultural resources, with the goal of developing a comprehensive settlement agreement that resolves all outstanding issues for the relicensing of the Projects and associated regulatory approvals, including water quality certification under section 401 of the Clean Water Act and compliance with section 7 of the Endangered Species Act.

WHEREAS, FirstLight has been engaged specifically with the Parties to this Agreement in Principle (AIP), including Appalachian Mountain Club, American Whitewater, Access Fund, Connecticut River Conservancy, Crab Apple Whitewater Inc, Franklin Regional Council of Government, Massachusetts Department of Conservation and Recreation, New England FLOW, New England Mountain Bike Association, Town of Erving, Town of Gill, Town of Montague, Town of Northfield, Western Massachusetts Climbers' Coalition, and Zoar Outdoors, on recreation improvements at the Projects. The Parties have now achieved conceptual agreement on a proposal for recreational improvements designed to function as part of a framework for the development of a Final Settlement Agreement resolving all issues relating to the relicensing of the Projects.

NOW, THEREFORE, the Parties agree in principle as follows:

PART I: OVERVIEW AND INTENT

- A. The Parties agree to negotiate a Final Settlement Agreement collaboratively and in good faith as soon as possible. The intent of the Parties is to execute a Final Settlement Agreement no later than June 30, 2022, that would resolve all issues related to the Project relicensings, including outstanding issues not covered by this AIP.
- B. Each Party to this AIP agrees that it will not use negotiation of the Final Settlement Agreement as an opportunity to renegotiate the measures on which the Parties have conceptually agreed as set forth in Part II of this AIP.
- C. As soon as possible following execution of a Final Settlement Agreement, FirstLight will submit the Final Settlement Agreement to FERC as an offer of settlement pursuant to 18 C.F.R. § 385.602, accompanied by an Explanatory Statement.
- D. The Final Settlement Agreement will include PM&E measures in the form of proposed license articles and/or proposed management plans that the Parties will jointly request FERC to include in the new Project licenses.
- E. The Final Agreement may also include measures that will not be included in the new Project licenses but they will be independently enforceable.
- F. The Parties anticipate that the Final Settlement Agreement will contain provisions to encourage federal and state agencies with independent regulatory authority to impose conditions on the FERC Project licenses, to the extent they exercise such authority, to do so in a manner that is consistent with the Final Settlement Agreement. The Parties further expect that the Final Settlement Agreement will include language that commits the Parties not to challenge license conditions that are consistent with the Final Settlement Agreement, or advocate for license conditions that are inconsistent with the Final Settlement Agreement.
- G. Notwithstanding anything in this AIP or Final Settlement Agreement, the Parties acknowledge and agree that certain discretionary permits, licenses and approvals may be required to use the subject properties and/or to perform the PM&E measures described in this AIP, and that nothing herein shall be deemed to waive any Party's obligations to apply for and comply with all such permits, approvals and conditions, and no Party hereby guarantees that any such permits, licenses or approvals will be granted. The Parties further acknowledge and agree that any use of and/or work done with respect to the properties and/or the PM&E measures described in this AIP or Final Settlement Agreement will be done in accordance with all applicable federal, state and local laws, and nothing in this AIP or in the Final Settlement Agreement will be construed as a waiver of any Party's right to enforce the laws within its jurisdiction, said enforcement rights being expressly retained.
- H. All Parties enter into this AIP without any admission of law or fact. The Parties acknowledge that the Final Settlement Agreement must include other material terms that have not yet been agreed upon (for example erosion) and is subject to agreement on language embracing all of the terms agreed to in principle as set forth in Part II herein.

- I. The Parties recognize that the Final Settlement Agreement and any other related agreements negotiated pursuant to this AIP are subject to formal and final review and approval of the Parties' management, executives, boards of directors, and other leadership, as necessary and appropriate to comply with corporate, municipal and agency requirements.
- J. All Parties recognize and acknowledge that this AIP is not legally binding and does not give rise to any enforceable rights in contract.
- K. Unless and until a Final Settlement Agreement is executed by the Parties, any Party may take any action before FERC or any other agency as that Party unilaterally determines necessary to protect its interests.
- L. In the event that this AIP does not culminate in a Final Settlement Agreement, it shall be null and void. No Party shall use this AIP as evidence of any other Party's position on any issue addressed in this AIP.

PART II: PROTECTION, MITIGATION AND ENHANCEMENT MEASURES- RECREATION

1 RECREATION

Since the inception of the Northfield Mountain Project, FirstLight and the predecessor owners of the Northfield Mountain and Turners Falls Projects have been major providers of recreation facilities and programs to the local communities and region, at large. FirstLight agrees to maintain and provide the existing recreation features already in its existing license. In addition, FirstLight agrees to provide additional recreation features and other measures associated with recreation as outlined in [Table 1.0-1](#).

Recognizing that FirstLight has capital commitments on several PM&E measures in this AIP, FirstLight will complete the construction of the proposed License and Off License recreation facilities described in [Table 1.0-1](#) within 5 years of license issuance.

[Figure 1.0-1](#) and [1.0-2](#) show the existing and proposed recreation facilities.

The Final Settlement Agreement will include new Recreation Management Plans (RMP) for the Northfield Mountain Project and Turners Falls Project, which will supersede the RMPs FirstLight filed in its AFLA. The new RMPs will reflect the recreation measures contained in this AIP. FirstLight has agreed that the RMPs will be revisited once every 10 years to evaluate recreation use and demand in consultation with stakeholders. The signatories to this Agreement will be provided with 30 days to comment on any proposed changes to the RMP prior to submission of the RMP to FERC for approval.

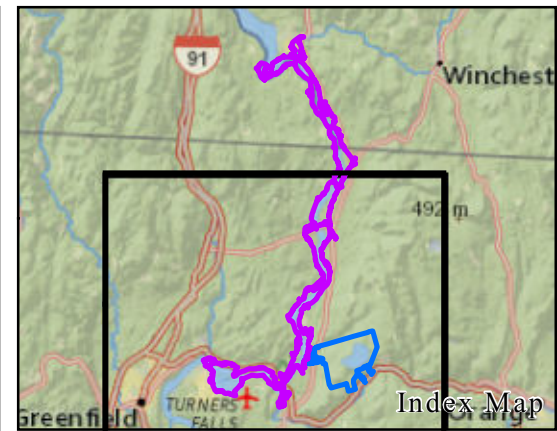
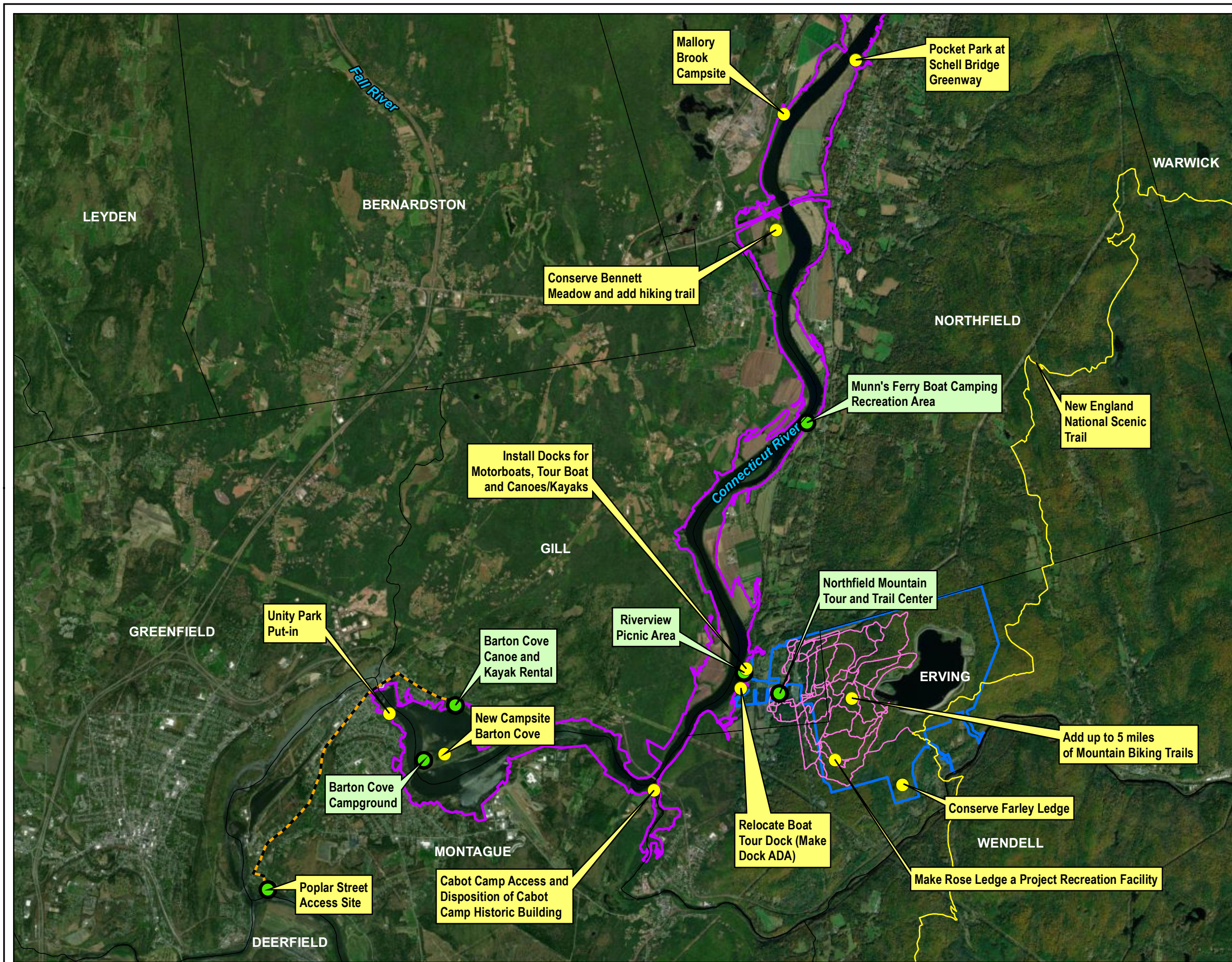
Table 1.0-1 Existing and Proposed Recreation Facilities or Features at the Northfield Mountain and Turners Falls Projects, Listed by Town

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License	License or Off License
Town of Northfield			
<u>Bennett Meadow</u> <ul style="list-style-type: none"> FirstLight will permanently conserve FirstLight’s lands within Bennett Meadow that are not already under conservation easement, pending consultation with the Massachusetts Division of Fisheries and Wildlife (MDFW) on needs for hunting. FirstLight will also add a trail at Bennett Meadow and include historical and cultural interpretation. 	Proposed	Northfield	License
<u>Munn’s Ferry Boat Camping Recreation Area</u> <ul style="list-style-type: none"> Water access only camping sites. Pedestrian footbridge. Tent campsites, each with trash can, tent platform, picnic table, grill, and some fire rings. 	Existing	Northfield	License
<u>Riverview</u> <ul style="list-style-type: none"> Parking lot for 54 vehicles, 2 ADA. Provides picnic tables (10) and grills along the river, Pavilion (8 tables), ADA compliant restrooms, benches. Tours on the Riverboat travelling between Barton Cove and Riverview. Site currently includes dock for Riverboat tours. FirstLight to relocate the dock that would be enclosed by the proposed fish barrier net. FirstLight to provide for an ADA-accessible dock layout that supports motor boats, canoes/kayaks, and Riverboat in consultation with the Town of Northfield and the Massachusetts Department of Conservation and Recreation (MDCR). 	Existing Proposed Proposed	Northfield	License License License
<u>Northfield Mountain Tour and Trail Center (also includes the Town of Erving)</u> <ul style="list-style-type: none"> Parking for up to 50 vehicles, 3 ADA. Visitors Center with self-guided interpretive displays, meeting rooms, lounge and ADA accessible restrooms. Offers recreation and environmental education programs year-round. 25 miles of trails used for mountain biking, x-country skiing, snowshoeing, horseback riding and walking. Mountaintop Observation Deck. Retain seasonal ski equipment rentals at the Northfield Visitors Center and continue to maintain ski trails. FirstLight will add up to 5 miles of new trails for mountain biking to be designed in consultation with the New England Mountain Bike Association (NEMBA) and the MDCR. FirstLight to donate used sporting equipment to local youth organizations. 	Existing Proposed Proposed	Northfield	License License License
<u>Turners Falls Impoundment Access and Viewing (also includes the Town of Gill)</u> <ul style="list-style-type: none"> FirstLight to provide paddle access camping at 2 new campsites in coordination with the Appalachian Mountain Club (AMC): one in the Barton Cove area in Gill and the other (if possible) at Mallory Brook in Northfield. FirstLight will install one pocket park at the Pauchaug-Schell Bridge Greenway and include signage for historical and cultural interpretation. FirstLight will install another pocket park at a location to be determined in Northfield, or an equivalent investment for a single river access point in consultation with the Parties, which may include signage for historical and cultural interpretation. The second pocket park will be in Northfield; the access point may not be in the town of Northfield. 	Proposed Proposed Proposed	Northfield	License License Off-License
Town of Erving			
<u>Climbing Ledges</u> <ul style="list-style-type: none"> FirstLight will make Rose Ledge a designated Project Recreation Facility to allow climbing as it is already in the Project Boundary. FirstLight will permanently conserve Farley Ledge for climbing and other recreation purposes. 	Proposed Proposed	Northfield	License Off-License
Town of Montague			
<u>Cabot Camp</u> <ul style="list-style-type: none"> FirstLight will create a formal access trail for a put-in to the Millers River at Cabot Camp, add a picnic table and improve signage. 	Proposed	Northfield	License

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License	License or Off License
<ul style="list-style-type: none"> FirstLight, in consultation with the Town of Montague, will attempt to find a qualified organization within the first 3 years of license issuance to take responsibility for preserving the Cabot Camp historic buildings. Absent finding a qualified organization and in consultation with the Town of Montague, FirstLight would: a) conduct a topographic and property survey, and condition assessment of the Cabot Camp parcel within 3 years of license issuances, b) plan and conduct market/re-development study of Cabot Camp in collaboration with the Town of Montague and c) if no acceptable means to otherwise preserve the historic structures of Cabot Camp is identified, re-use the property for other recreation or alternative uses consistent with the Historic Properties Management Plan (HPMP) and the Recreation Management Plan (RMP). 	Proposed		License
<u>Unity Park</u> <ul style="list-style-type: none"> FirstLight will add a new car-top access and put-in at the northern end of Unity Park, and work with the Town of Montague to provide a means of storing and locking vessels and reconfiguring the Unity Park parking lot to improve vehicle and pedestrian safety. 	Proposed	Northfield	License
<u>Gatehouse Fishway Viewing Area</u> <ul style="list-style-type: none"> Continue with providing approximately 27 parking spaces, picnic tables, bike rack, trail, fishway view visitor facility (with feed to above ground TV), ADA accessible restrooms and interpretive signage. 	Existing	Northfield	License
<u>River Access below Turners Falls Dam</u> FirstLight will complete the following river access points: <ul style="list-style-type: none"> Turners Falls bypass both upstream and downstream of Peskeomskut Island (located just below the Turners Falls Dam). At the Station No. 1 tailrace for fishing and non-motorized boats. Improvements at the Poplar Street put-in and take-out to include placement of stairs with boat slide leading to a landing/concrete abutment, a gangway and a floating dock. Improve signage at this location and improve digital information about the site and porta potty. Work with Montague to address parking and sanitary facilities. 	Proposed Existing	Turners Falls Turners Falls	License
<u>Safety Improvements</u> <ul style="list-style-type: none"> FirstLight will make safety improvements to abandoned water passages, under FirstLight's ownership, in the Turners Falls bypass (focused between the dam and upstream of Station No. 1 on river left). 	Proposed	Turners Falls	License
<u>Viewing Platform</u> <ul style="list-style-type: none"> FirstLight will construct a viewing platform and picnic area below the Turners Falls Dam with the best feasible view of the Great Falls and their surrounding natural environment. FirstLight to maintain the adjacent area near the bridge crossing. 	Proposed	Turners Falls	License
<u>Turners Falls Branch Canal</u> <ul style="list-style-type: none"> FirstLight will continue to provide the overlook and benches. 	Existing	Turners Falls	License
<u>Cabot Woods</u> <ul style="list-style-type: none"> FirstLight will continue to provide parking for approximately 17 cars, picnic tables, and offer fishing access at Cabot Woods. FirstLight will replace and maintain stairs at Cabot Woods. 	Existing Proposed	Turners Falls	License
<u>Portage</u> <ul style="list-style-type: none"> Continue with the current portage where boaters can call FirstLight for transport, and maintain signage explaining canoe portage operations, procedures and the call number. (May 1 – October 15) FirstLight will construct a portage trail around Rock Dam (on river left; on the Cabot Woods side of the river) subject to consultation with the National Marine Fisheries Service, Natural Heritage Endangered Species Program (NHESP), and recreation stakeholders. The Nolumbeka Project Inc., and the Elnu Abenaki Tribe. 	Existing Proposed	Turners Falls	License License
Town of Gill			
<u>Barton Cove Nature Area and Campground</u> <ul style="list-style-type: none"> Nature Area Parking for 26 vehicles, Campground Parking for 28 vehicles Restrooms (2 facilities, ADA compliant) Walking trail to an overlook Campground for trailer and tents sites, 28 campsites (1 ADA compliant), sites include picnic table, grills and fire ring, trash containers Nature trail, dock 	Existing	Northfield	License

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License	License or Off License
<ul style="list-style-type: none"> FirstLight to provide paddle access camping at 2 new campsites in coordination with the Appalachian Mountain Club (AMC): one in the Barton Cove area in Gill and the other (if possible) at Mallory Brook in Northfield. 	Proposed	Northfield	License
<u>Barton Cove Canoe and Kayak Rental Area</u> <ul style="list-style-type: none"> Parking for 28 vehicles 6 picnic tables, seasonal restroom Offers paddlecraft rentals with PFDs, and picnicking Paddlecraft rental service On-call vehicular canoe and kayak transport service FL will add the ability to lock canoes and kayaks during the day at Barton Cove in the Town of Gill. FirstLight will donate used sporting equipment to local youth organizations 	Existing	Northfield	License
	Proposed	Northfield	License
Project-wide			
<u>Flow Notification</u> <ul style="list-style-type: none"> FirstLight will provide real-time Turners Falls Impoundment (TFI) water level information and real-time discharge information at Turners Falls Dam and Station No. 1 year-round on a website that will be accessible to the public. FirstLight will develop a flow monitoring plan with the agencies. FirstLight will provide digital flow notification of the Naturally Routed Flow (NRF) and the anticipated Turners Falls Dam spillage and anticipated Station No. 1 discharge for a 12-hour window into the future at any given time. This proposal is contingent upon advance notification procedures to be followed by Great River Hydro (GRH). Should FirstLight take deviations to passing the 12-hour previous NRF it will post the revised flows (in the 12-hour look ahead window) to the digital location as soon as practicable after they are known. Should GRH provide FirstLight with flow data more than 12 hours in advance, FL will publish the information sooner. 	Proposed	Northfield and Turners Falls	License
<u>ADA</u> <ul style="list-style-type: none"> For any new construction and rehabilitation of existing public recreation buildings and facilities, FirstLight will comply with 521 CMR to the extent applicable pursuant to 521 CMR and Title III of the Americans with Disabilities Act. As part of the Recreation Management Plan process and updates, FirstLight will conduct a programmatic assessment of the existing and proposed public recreation buildings and facilities for consistency with the requirements of the Americans with Disabilities Act (ADA), and will implement applicable ADA improvements. 	Proposed	Northfield and Turners Falls	License
<u>Recreation Advisory Group and Recreation Management Plan</u> <ul style="list-style-type: none"> FirstLight will have an annual Recreation Advisory Group meeting to discuss recreation use and O&M needs. Any signatory to the settlement agreement can be an invitee and participant in these meetings. 	Proposed	Northfield and Turners Falls	Off-License
<u>Recreation Management Plan</u> <ul style="list-style-type: none"> FirstLight will revise and submit a new Recreation Management Plan that will be part of the Settlement Agreement. FirstLight will consult with the Parties on the proposed recreation features. The Recreation Management Plan will be revisited once every 10 years to evaluate recreation use and demand. Those to be consulted on the RMP include the Parties as defined above. 	Proposed	Northfield and Turners Falls	License
<u>Advertising</u> <ul style="list-style-type: none"> FirstLight will commit to coordinating promotion of its Project facilities with local communities and organizations and improve its digital presence. FL will commit to working with the Recreation Advisory Group to identify the targeted audiences for this outreach, including EJ communities, Indigenous communities, those with disabilities, visitors to the region, residents, and local communities and organizations; and a schedule for pushing out facility promotional materials. 	Proposed	Northfield and Turners Falls	Off-License
<u>Conservation Easements</u> <ul style="list-style-type: none"> FirstLight will place lands it owns and are not used for specific project activities (e.g., power production, project recreation facilities, etc.) along the TFI shoreline in conservation easement to maintain riparian buffers and river right (looking downstream) downstream of the Turners Falls Dam. The easements will include those lands where agricultural farming occurs up to the river's edge; however, no conservation easements will be sought on existing developed lands along the TFI. 	Proposed	Northfield and Turners Falls	License

Recreation Facility or Feature	Existing or Proposed	Part of NFM or TF License	License or Off License
<ul style="list-style-type: none"> FirstLight will conserve the approximately 1.3-mile portion of the New England National Scenic Trail in the Project boundary on the eastern side of the Northfield Mountain Upper Reservoir in Erving, MA. 			



Northfield Mountain Pumped Storage Project No. 2485
Turners Falls Hydroelectric Project No. 1889

Figure 1.0-1: Turners Falls Impoundment
Proposed Recreation Facilities

Legend

- Proposed Recreation Facility
- Existing Project Recreation Facility
- Canoe Portage
- Northfield Mountain Trail System
- New England National Scenic Trail
- Northfield Mountain (NFM) Project Boundary
- Combined TF/NFM Project Boundary

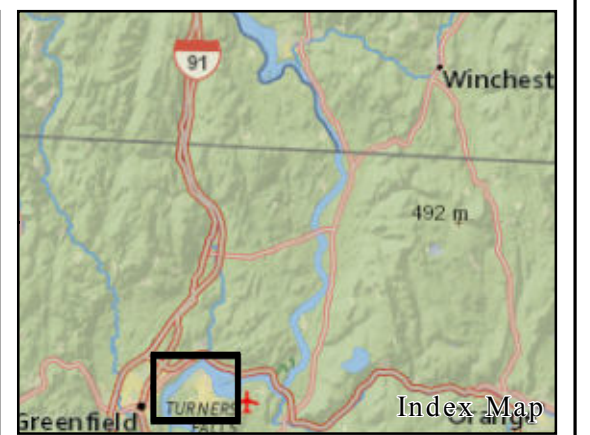
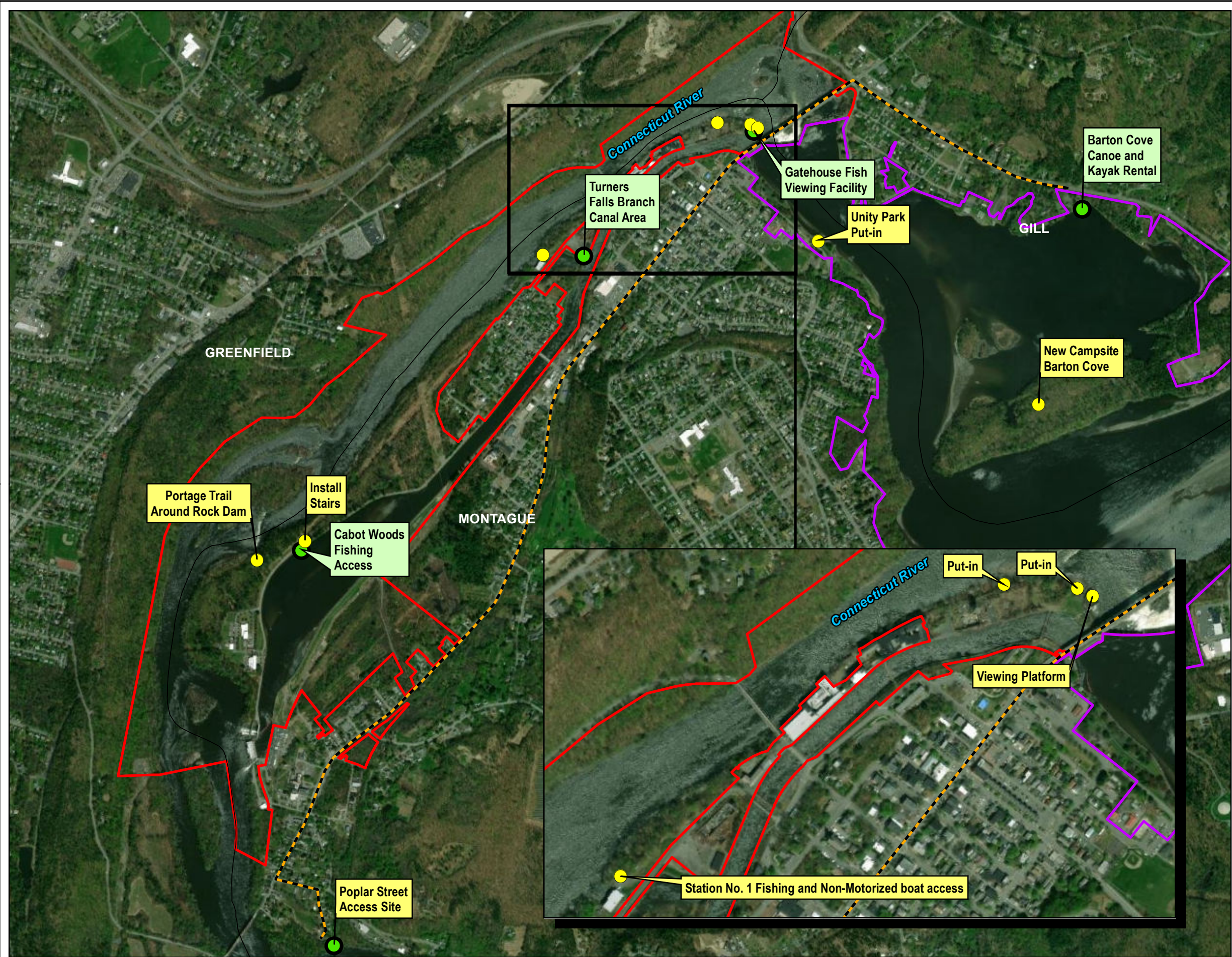


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National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS,



1 inch = 1 miles





Northfield Mountain Pumped Storage Project No. 2485
 Turners Falls Hydroelectric Project No. 1889

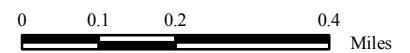
Figure 1.0-2: Turners Falls Area
 Proposed Recreation Facilities

Legend

- Proposed Recreation Facility
- Existing Project Recreation Facility
- Canoe Portage
- Turners Falls (TF) Project Boundary
- Combined TF/NFM Project Boundary



Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
 National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS,



1 inch = 0 miles



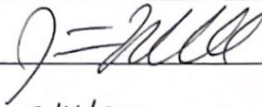
PART III SIGNATURES

The signing of this AIP is a good faith indication by the Parties that they support this AIP and commit to developing a Final Settlement Agreement and other necessary documents for the comprehensive settlement of all issues related to the relicensing of the Turners Falls Project and Northfield Mountain Project.

Organization: FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, FirstLight)

By: JUSTIN TRUDELL

Title: COO

Signature: 

Date: 2/14/2022

Organization: Appalachian Mountain Club

By: Susan Arnold _____

Title: Interim President and CEO _____

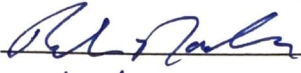
Signature: *Susan Arnold* _____

Date: February 2, 2022 _____

Organization: American Whitewater

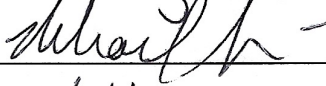
By: ROBERT NASDOR

Title: NORTHEAST STEWARDSHIP DIR

Signature: 

Date: 2/15/22


Organization: Access Fund

By: Michael J. Morin
Title: NE Regional Director
Signature: 
Date: 02/14/21

Organization: Connecticut River Conservancy

By: Andrew Fisk

Title: Executive Director

Signature:  Andrew Fisk
2022.02.14 14:58:47 -05'00'

Date: _____

Organization: Crab Apple Whitewater, Inc

By: FRANK J MOONEY II

Title: OPERATIONS MANAGER

Signature: Frank J Mooney II

Date: 2-14-22

Organization: Franklin Regional Council of Governments

By: Linda Dunlavy

Title: Executive Director

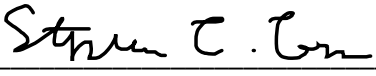
Signature: Linda Dunlavy

Date: 2/17/22

Organization: Massachusetts Department of Conservation and Recreation

By: Stephanie C. Cooper

Title: Acting Commissioner

Signature: 

Date: February 15, 2022

Organization: New England Flow

By: Thomas J. Christopher
Title: Secretary / Director
Signature: Thomas J. Christopher
Date: 2/16/22

Organization: New England Mountain Bike Association

By: Sam Veggeberg

Title: President - Pioneer Valley NEMBA

Signature: *Sam Veggeberg*

Date: 02/14/2022

Organization: Town of Erving, MA

By: Bryan Smith

Title: Town Administrator

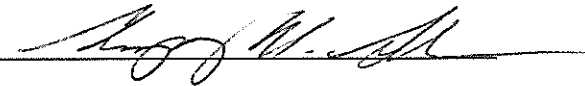
Signature: 

Date: February 09, 2022

Organization: Town of Gill ,MA

By: Gregory M. Snedeker

Title: Chair, Selectboard

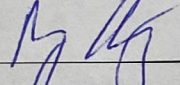
Signature: 

Date: February 14, 2022

Organization: Town of Montague, MA

By: Richard Kuklewicz

Title: Selectboard Chair


Signature: 

Date: February 14, 2022

Organization: Town of Northfield, MA

By: HEATH F. CUMMINGS

Title: SELECTBOARD CHAIR

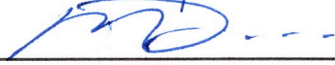
Signature: 

Date: 2/22/22

Organization: Western Massachusetts Climbing Coalition

By: Pamela Matsuda-Dunn

Title: Secretary, Board of Directors

Signature: 

Date: 02.14.2022

6

Organization: Zoar Outdoor~~s~~

By: JANET Cowie

Title: General Manager

Signature: Janet Cowie

Date: 2/15/22

FLOWS AND FISH PASSAGE SETTLEMENT
AGREEMENT

**FOR THE RELICENSING OF THE TURNERS FALLS
HYDROELECTRIC PROJECT, FERC PROJECT NO. 1889, AND
NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT,
FERC PROJECT NO. 2485**

JANUARY 2023



**FLOWS AND FISH PASSAGE SETTLEMENT AGREEMENT FOR
THE RELICENSING OF THE TURNERS FALLS HYDROELECTRIC PROJECT AND
NORTHFIELD MOUNTAIN PUMPED STORAGE PROJECT**

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APPENDICES

- Appendix A - Protection, Mitigation, and Enhancement Measures Recommended to be Included in the New Turners Falls Hydroelectric Project License
- Appendix B - Protection, Mitigation, and Enhancement Measures Recommended to be Included in the New Northfield Mountain Pumped Storage Project License
- Appendix C - Measures Agreed to Among the Parties But Not to be Included in New Project Licenses
- Appendix D - Authorized Representatives of the Parties

This Relicensing Settlement Agreement for the Turners Falls Hydroelectric Project and Northfield Mountain Pumped Storage Project (“Settlement Agreement”) is made and entered into pursuant to Federal Energy Regulatory Commission (“Commission” or “FERC”) Rule 602, 18 C.F.R. § 385.602, by and among:

FirstLight MA Hydro LLC
Northfield Mountain LLC
U.S. Fish and Wildlife Service
National Marine Fisheries Service
Massachusetts Division of Fisheries and Wildlife
The Nature Conservancy

each referred to individually as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS,

- A. FirstLight MA Hydro LLC and Northfield Mountain LLC (collectively, “FirstLight”) are the FERC licensees for the Turners Falls Hydroelectric Project, FERC Project No. 1889 (“Turners Falls Project”), and Northfield Mountain Pumped Storage Project, FERC Project No. 2485 (“Northfield Mountain Project”), respectively. Both the license for the Turners Falls Project and the license for the Northfield Mountain Project (collectively, “Projects”) expired on April 30, 2018. The Projects have been operating on annual licenses pursuant to Section 15 of the Federal Power Act (“FPA”) since that time.
- B. In accordance with the requirements of the FPA and FERC’s regulations, FirstLight filed a Notice of Intent to file an application for new license for each of the Projects on October 31, 2012. Pursuant to FERC’s Integrated Licensing Process, FirstLight then engaged with relicensing participants, FERC, and the public in scoping environmental issues related to the Projects and in developing and implementing a rigorous study plan to assess the Projects’ environmental impacts.
- C. As required by the FPA and FERC’s regulations, FirstLight filed a Final Application for New License (“FLA”) for the Projects with FERC on April 29, 2016. Because certain environmental studies required by FERC had not yet been completed as of the statutory deadline for filing of the FLA, FirstLight filed a separate Amended Final License Application for each Project (“AFLAs”) on December 4, 2020, including FirstLight’s proposed protection, mitigation and enhancement (“PM&E”) measures to be included in the new licenses and the scientific and evidentiary basis for those measures.
- D. In 2017, FirstLight began formal settlement discussions with relicensing participants, in particular, discussions with state and federal fish and wildlife agencies on fish passage and flow issues. Those discussions did not result in agreement on all fish passage and flow issues, but nevertheless informed FirstLight’s PM&E proposals in the AFLAs. FirstLight’s PM&E proposals in the AFLAs also were informed by further non-FERC

required environmental studies undertaken in consultation with the state and federal fish and wildlife agencies.

- E. Following submittal of the AFLAs, FirstLight, the state and federal fish and wildlife agencies, and certain conservation organizations resumed discussions on fish passage and flows, which resulted in an Agreement in Principle which FirstLight filed with FERC on March 18, 2022. The same Parties reached An Amended Agreement in Principle on fish passage and flows to address fish passage adaptive management and certain other matters, which FirstLight filed with FERC on October 31, 2022.
- F. While FERC and the Massachusetts Department of Environmental Protection (“MADEP”) have not been directly involved in settlement negotiations, FirstLight and other Parties have kept FERC and MADEP generally apprised with periodic reports of their progress. Additionally, FirstLight and other Parties have at critical junctures requested FERC to continue to defer its Ready for Environmental Analysis (“REA”) notice requesting comments, protests and interventions on FirstLight’s applications for new license in order to give the Parties time to negotiate a final settlement agreement and resolve remaining outstanding issues. MADEP has been supportive of continued settlement discussions in filings with FERC. The Parties appreciate FERC’s agreement to defer its REA notice during this time to allow the Parties to focus on finalizing the Settlement Agreement.
- G. This Settlement Agreement is the end product of the Parties’ work on fish passage, flows, and protected, threatened, endangered species, and as to the Parties, addresses all outstanding issues for the relicensing of the Projects on those topics (“Topics within the Scope of this Agreement”). This Settlement Agreement does not address the issue of scheduled flow releases for recreational boating.
- H. In the course of settlement negotiations, FirstLight developed additional technical materials in support of those discussions. The additional materials will be filed with FERC as relevant and appropriate to the Settlement Agreement.
- I. FERC has stated its intent to do a comprehensive environmental review that includes FirstLight’s Projects as well as the upstream Project Nos. 1855, 1892, and 1904. This Settlement Agreement has been negotiated with the understanding that FirstLight’s operation of the Projects is in part governed by and dependent upon operations of the upstream projects.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 General Provisions

1.1 Effective Date of Settlement Agreement

Except as provided in Section 1.1.1, this Settlement Agreement shall become effective upon the execution by all Parties of this Settlement Agreement (“Effective Date”).

1.1.1 FirstLight’s Affirmative Acceptance of License

FirstLight’s contractual obligation to the Parties to implement the measures set forth in Appendix C of this Settlement Agreement shall become effective only upon FirstLight’s acceptance, in its sole discretion, of the Final New Project Licenses. Within 45 days of the New Project Licenses becoming Final, FirstLight shall provide Notice to all Parties whether it affirmatively accepts the New Project Licenses and its concomitant obligations under this Settlement Agreement. If FirstLight does not timely provide such Notice, it shall be deemed to have affirmatively accepted the New Project Licenses. If FirstLight rejects the New Project Licenses this Settlement Agreement will terminate pursuant to Section 6.5, and will not be binding on FirstLight or any other Party in any subsequent proceeding at FERC or otherwise.

1.1.2 Effective Date of Parties’ Obligations

The Parties’ obligations under Sections 2 through 8, including the obligation to support this Settlement Agreement in the relicensing and related regulatory proceedings, take effect on the Effective Date.

1.2 Term of Settlement Agreement

The term of this Settlement Agreement shall commence on the Effective Date and shall continue (unless terminated as otherwise provided herein) for the term of the New Project Licenses plus the term(s) of any annual license(s) that may be issued after the foregoing New Project Licenses have expired.

1.3 Definitions

1.3.1 Commission or FERC shall mean the Federal Energy Regulatory Commission.

1.3.2 Consultation shall mean the process under this Settlement Agreement by which FirstLight seeks views through providing drafts of proposals, plans and reports, and seeking and considering comments on such proposals, plans, and reports as appropriate from relevant Parties. Consultation under this Settlement Agreement shall not be construed to satisfy “consultation” under Section 7 of the Endangered Species Act (“ESA”) or other federal laws specifically requiring consultation, unless specifically noted.

1.3.3 Disputing Party or Disputing Parties shall mean the Party providing Notice of the dispute, the Party alleged to have failed to perform an obligation, and any other Party that provides Notice of its intent to participate in the dispute resolution.

1.3.4 Final, with respect to the New Project Licenses under this Settlement Agreement, shall mean such licenses after exhaustion of administrative and judicial remedies for any challenge which any Party or other person brings against the New Project Licenses or against any other regulatory approval integral to issuance of the New Project Licenses.

1.3.5 Fishway Prescription shall mean a prescription issued by the National Marine Fisheries Service (“NMFS”) or the U.S. Fish and Wildlife Service (“USFWS”) under Section 18 of the FPA, whether designated as preliminary, modified or final.

1.3.6 Inconsistent with this Settlement Agreement shall mean: (1) any material modification to, deletion of, or addition to the Proposed License Articles in the New Project Licenses; (2) any material modification to, deletion of, or addition to the Proposed License Articles in any Fishway Prescription, ESA Section 7 Biological Opinion, or Clean Water Act (“CWA”) Section 401 Certification issued in connection with the New Project Licenses; (3) changes to the Projects proposed by FirstLight that are materially inconsistent with the assumptions underlying the Settlement Agreement; or (4) New Project Licenses issued for terms of less than 50 years. The term “material” for purposes of this section means a deviation from the Proposed License Articles that, either individually or collectively with other such deviations, substantially affects a Party’s bargained-for benefits under this Settlement Agreement.

1.3.7 Inconsistent with this Settlement Agreement shall not mean: (1) the inclusion of standard articles from the appropriate L-Form (as defined by 18 C.F.R. § 2.9) in the New Project Licenses; (2) FERC’s reservation of its authority to require changes to implementation schedules, plans, or other requirements of the New Project Licenses; (3) the inclusion in any Fishway Prescription of the issuing agency’s reservation of authority to reopen its prescription, provided that the reservation of authority is consistent with this Settlement Agreement, and provided further that each Party reserves its right to contest the exercise of such reserved authority at such time as the agency may exercise the reserved authority; (4) the inclusion in any ESA Section 7 Biological Opinion of the issuing agency’s criteria for re-initiation of Section 7 consultation pursuant to 50 C.F.R. § 402.16; or (5) the inclusion in the New Project Licenses, any Fishway Prescription, any ESA Section 7 Biological Opinion, or any CWA Section 401 Certification, of such reasonable minimization and reporting requirements as FERC or the issuing agency determines are necessary to ensure FirstLight’s compliance.

1.3.8 Material New Information shall mean significant and relevant new information which was neither in the administrative record for the relicensing nor

otherwise known as of the Effective Date to the Party who seeks to use the Material New Information. Each Party agrees in good faith to share any such information with the other Parties in a timely manner.

1.3.9 New Project Licenses shall mean the new licenses, not to include any annual license extending the current licenses, issued by the Commission to FirstLight pursuant to Section 15 of the FPA for the continued operation of Project Nos. 1889 and 2485.

1.3.10 Notice shall mean a written communication which meets the requirements of Section 7.9 and any other requirements for notice specifically provided in any other applicable section of this Settlement Agreement.

1.3.11 Party or Parties shall mean the signatories to this Settlement Agreement.

1.3.12 Projects shall mean the Turners Falls Hydroelectric Project, currently licensed to FirstLight MA Hydro LLC as FERC Project No. 1889, and the Northfield Mountain Pumped Storage Project, currently licensed to Northfield Mountain LLC as FERC Project No. 2485.

1.3.13 Project Boundary shall mean the external geographic boundaries of the Projects, which enclose all Project lands, waters, works and other features that have been or may be approved by FERC, and that are subject to FERC jurisdiction.

1.3.14 Proposed License Articles shall mean the terms and conditions set forth in Appendices A and B of this Settlement Agreement that the Parties request that the Commission include in the New Project Licenses for the continued operation of the Projects.

1.3.15 Regulatory Party (collectively, “Regulatory Parties”) shall mean USFWS, NMFS, and the Massachusetts Division of Fisheries and Wildlife (“MDFW”).

1.3.16 Settlement Agreement shall mean the entirety of this Settlement Agreement, including the Appendices.

1.4 Acronyms

1.4.1 AFLAs – Amended Final License Applications

1.4.2 CWA – Clean Water Act

1.4.3 ESA – Endangered Species Act

1.4.4 FERC – Federal Energy Regulatory Commission

1.4.5 FLA – Final License Application

1.4.6 FPA – Federal Power Act

1.4.7 MADEP – Massachusetts Department of Environmental Protection

1.4.8 MDFW – Massachusetts Division of Fisheries and Wildlife

- 1.4.9 NMFS – National Marine Fisheries Service
- 1.4.10 NEPA – National Environmental Policy Act
- 1.4.11 PM&E – protection, mitigation and enhancement measure
- 1.4.12 REA – Ready for Environmental Analysis
- 1.4.13 USFWS – U.S. Fish and Wildlife Service

2 Purpose of Settlement Agreement

2.1 Purpose

The Parties have entered into this Settlement Agreement for the purpose of resolving all issues that have or could have been raised by the Parties in connection with FERC’s orders issuing New Project Licenses relating to Topics within the Scope of this Agreement. While recognizing that several regulatory and statutory processes are not yet completed, it is the Parties’ intention that this Settlement Agreement considers all significant issues related to the authority of Regulatory Parties concerning Topics within the Scope of this Agreement that may arise in the issuance of all regulatory approvals integral to FERC’s issuance of the New Project Licenses, including but not limited to ESA Section 7 Biological Opinions to be issued by USFWS and NMFS, the CWA Section 401 Certifications to be issued by MADEP, and any Environmental Impact Statement or Environmental Assessment issued pursuant to the National Environmental Policy Act (“NEPA”). The Parties recognize that MADEP is the agency responsible for Section 401 Certification and is not a Party to this Settlement Agreement. Pursuant to the Parties’ various rights, authorities, and responsibilities under Sections 10(a), 10(j), and 18 of the FPA, as well as other statutory and regulatory authorities and implied powers, this Settlement Agreement is intended to establish FirstLight’s obligations concerning Topics within the Scope of this Agreement for the protection, mitigation and enhancement of resources affected by the Projects under the New Project Licenses. It also specifies procedures to be used among the Parties to ensure that implementation of the New Project Licenses is not Inconsistent with this Settlement Agreement, and with other legal and regulatory mandates. Except as specifically provided below, each of the Regulatory Parties agrees that FirstLight’s performance of its obligations under this Settlement Agreement will be consistent with and is intended to fulfill FirstLight’s existing statutory and regulatory obligations as to each Regulatory Party relating to the relicensing of the Projects with respect to Topics within the Scope of this Agreement.

2.2 No Precedent for Other Proceedings

This Settlement Agreement is made with the understanding that it constitutes a negotiated resolution of issues relating to Topics within the Scope of this Agreement for the New Project Licenses. Accordingly, this Settlement Agreement shall not be offered against a Party as argument, admission or precedent in any mediation, arbitration, litigation, or other administrative or legal proceeding that does not involve or relate to the New Project Licenses or the operation of the Projects. Further, no Party shall be deemed to have approved, admitted, accepted, or otherwise consented to any operation, management, valuation, or other principle underlying any of the matters covered by this Settlement

Agreement, except as expressly provided herein. With respect to any mediation, arbitration, litigation, or other administrative or legal proceeding involving or relating to the New Project Licenses, the Parties' rights and responsibilities shall be as set forth in this Settlement Agreement. This Section shall survive any termination of this Settlement Agreement.

3 Compliance with Legal Responsibilities and Reservations of Rights

3.1 Regulatory Parties

3.1.1 Except as otherwise provided in this Settlement Agreement, by entering into this Settlement Agreement, each Regulatory Party represents that it believes and expects, based on the information known to it at time of signature, that: (1) the Proposed License Articles set forth in Appendices A and B are likely to satisfy the statutory, regulatory, or other legal requirements for the protection, mitigation, and enhancement of natural resources with respect to Topics within the Scope of this Agreement under the New Project Licenses; and (2) the Regulatory Party's statutory, regulatory, or other legal responsibilities with respect to Topics within the Scope of this Agreement are, or can be, met through approval without material modification of this Settlement Agreement and subsequent implementation of the New Project Licenses. This representation applies only to those requirements that the Regulatory Party administers.

3.1.2 Nothing in this Settlement Agreement is intended or shall be construed to be an irrevocable commitment of resources or a pre-decisional determination by a Regulatory Party. After the Effective Date of this Settlement Agreement but prior to the issuance of the New Project Licenses, each Regulatory Party will participate in the relicensing proceeding, including environmental review and consideration of public comments, as required by applicable law. Further, NMFS and USFWS shall consult with FERC under the ESA. Each Regulatory Party shall consider any new information arising in the relicensing proceeding or ESA consultation, as required by applicable law.

3.1.3 The Regulatory Parties agree that, throughout the duration of the term of this Settlement Agreement, they will not exercise any statutory or regulatory authority under currently applicable federal or state law in a manner that is Inconsistent with this Settlement Agreement, absent Material New Information and except as provided in Section 4.12. Any reservation of authority of USFWS or NMFS pursuant to Section 18 of the FPA and any exercise of such reserved authority shall be consistent with the provisions of this Settlement Agreement, including Section 4.12.

3.2 No Effect on Parties' Other Legal Duties

Nothing in this Settlement Agreement is intended to, or shall be construed to, affect or limit the authority or obligation of any Party to fulfill its constitutional, statutory, and regulatory responsibilities or to comply with any judicial decision or order.

3.3 Future Relicensings

Nothing in this Settlement Agreement is intended or shall be construed to affect or restrict any Party's participation in or comments about the provisions of any future relicensing of the Projects subsequent to the current relicensing.

4 Settlement Agreement Commitments and Implementation

4.1 Parties Bound by Settlement Agreement

The Parties shall be bound by this Settlement Agreement for the term stated in Section 1.2, provided the New Project Licenses are not Inconsistent with this Settlement Agreement.

4.2 Fishway Prescriptions and Section 10(a) and 10(j) Recommendations

4.2.1 Protection, Mitigation and Enhancement Measures to be included in Section 18 Fishway Prescriptions and Section 10(a) and 10(j) Recommendations

(1) Preliminary Fishway Prescriptions and any flow or fish passage recommendations under FPA Sections 10(a) and 10(j) of the Parties shall not be Inconsistent with this Settlement Agreement;

(2) Any information, comments, or responses to comments regarding flows and/or fish passage by the Parties in the context of relicensing of the Projects shall not be Inconsistent with this Settlement Agreement;

(3) The Parties shall use reasonable efforts to obtain FERC orders approving this Settlement Agreement and issuing New Project Licenses not Inconsistent with this Settlement Agreement in a timely manner;

(4) The Parties shall support, in all relevant regulatory proceedings in which they participate, regulatory actions regarding flows and/or fish passage not Inconsistent with this Settlement Agreement; and

(5) A Party may only use Material New Information to submit comments or recommendations under Sections 10(a) or 10(j) Inconsistent with this Settlement Agreement if it believes in good faith that such information significantly undermines the Settlement Agreement, taken as a whole for the affected Party,

and significantly affects the adequacy of the Proposed License Articles under Sections 10(a) or 10(j).

4.2.2 Fishway Prescriptions Inconsistent with Settlement Agreement

4.2.2.1 NMFS and USFWS intend that any Fishway Prescriptions submitted to FERC in connection with the issuance of the New Project Licenses will not be Inconsistent with this Settlement Agreement, in particular, Proposed License Articles A300, A310, A320, and A330 for the Turners Falls Project and Articles B200, B210, and B220 for the Northfield Mountain Project.

4.2.2.2 If any Fishway Prescription is Inconsistent with this Settlement Agreement, the Settlement Agreement shall be deemed modified to conform to the inconsistency unless a Party provides Notice to the other Parties that it objects to the inconsistency and initiates dispute resolution within 30 days after the date the inconsistent Fishway Prescription is filed with FERC.

4.2.2.3 The Disputing Party may exercise any right it may have to request an agency trial-type hearing on issues of material fact under Section 18 of the FPA, and propose alternatives under Section 33 of the FPA, with respect to any Fishway Prescriptions that include an inconsistency with this Settlement Agreement, even if other provisions in the Fishway Prescriptions are not Inconsistent with the Settlement Agreement. The Disputing Party may also seek administrative review at FERC and any other administrative and/or judicial remedies provided by law. The Parties shall follow the dispute resolution process to the extent reasonably practicable while any such appeal of an inconsistent action is pursued.

4.2.2.4 Except as provided in Section 4.5.5.4 for omissions based on jurisdiction or if the Settlement Agreement is terminated pursuant to Section 6.5, if any Fishway Prescriptions are Inconsistent with this Settlement Agreement after a final and non-appealable administrative or judicial decision, this Settlement Agreement shall be deemed modified to conform to that decision.

4.2.2.5 If the Fishway Prescriptions are not Inconsistent with this Settlement Agreement, each Party waives any right it may have to request an agency trial-type hearing on issues of material fact under Section 18 of the FPA, and to propose alternatives under Section 33 of the FPA. The Parties shall not support any trial-type hearing request by any non-party and will make reasonable efforts to support USFWS and NMFS, as appropriate, if a trial-type hearing is requested by any non-party. If a non-party requests a trial-type hearing, the Parties may intervene in the hearing to support this Settlement Agreement.

4.3 ESA Consultation

4.3.1 Biological Opinions

FERC has designated FirstLight as FERC’s non-federal representative for carrying out informal consultation with NMFS and USFWS under Section 7 of the ESA. As part of this informal consultation, FirstLight submitted as part of its AFLAs draft Biological Assessments to assist FERC’s preparation of Biological Assessments for purposes of Section 7 consultation with NMFS and USFWS. Within 180 days of the Effective Date, FirstLight will file with FERC revised draft Biological Assessments reflecting the relevant PM&E measures agreed to as part of this Settlement Agreement and asking FERC to consider and adopt them as part of the proposed actions for the Section 7 consultations between FERC and NMFS, and FERC and USFWS. Any Biological Opinions relating to the New Project Licenses shall address and evaluate the provisions that FERC incorporates into its proposed actions. As of the Effective Date, NMFS and USFWS represent that they enter into this Settlement Agreement believing that the information in the record supports the PM&E measures provided herein. However, NMFS and USFWS are not making a pre-decisional determination of the outcome of any Section 7 consultation and expressly reserve the right to issue any Reasonable and Prudent Measures and Terms and Conditions in any Biological Opinions and Incidental Take Statements as necessary to meet their obligations under the ESA.

Further, the Parties acknowledge the ESA consultation will be based on FERC’s proposed action, the species listed under the ESA at the time of the consultation, and the best information available at the time of the consultation. Per the implementing regulations for Section 7 of the ESA, a consultation shall be reinitiated if any of the criteria at 50 C.F.R. § 402.16 are met. The outcome of future consultations on the Projects, during or after the term of the New Project Licenses, will not be limited by the content of this Settlement Agreement. Per 50 C.F.R. § 402.14(i)(2), formal consultations that result in non-jeopardy Biological Opinions must adhere to the “minor change rule.”

4.3.2 Biological Opinion and Incidental Take Statement Inconsistent with This Settlement Agreement

4.3.2.1 Consistent with Section 4.3.1, NMFS and USFWS anticipate that the measures contained in this Settlement Agreement will minimize any incidental take occurring as a result of implementation of this Settlement Agreement for species listed as threatened or endangered as of the Effective Date, and that any Reasonable and Prudent Measures and/or Terms and Conditions contained in any Biological Opinions and Incidental Take Statements will not be Inconsistent with this Settlement Agreement.

4.3.2.2 If any Biological Opinion or Incidental Take Statement issued pursuant to Section 7 of the ESA is Inconsistent with this Settlement Agreement, this Settlement Agreement shall be deemed modified to conform to the provisions of the Biological Opinion and Incidental Take Statement, unless a Party provides Notice to the other Parties that it objects to the inconsistency and initiates dispute resolution within 30 days after the Biological Opinion and Incidental Take Statement are filed with FERC.

4.3.2.3 The Disputing Party may, to the extent provided by applicable law, seek administrative and/or judicial review of any Biological Opinion or Incidental Take Statement that is Inconsistent with this Settlement Agreement. The Parties shall follow the dispute resolution process to the extent reasonably practicable while such administrative or judicial review is pursued.

4.3.2.4 Except as provided in Section 4.5.5.4 for omissions based on jurisdiction or if the Settlement Agreement is terminated pursuant to Section 6.5, if any Biological Opinion or Incidental Take Statement is Inconsistent with this Settlement Agreement after a final and non-appealable decision on the administrative or judicial action, this Settlement Agreement shall be deemed modified to conform to the final decision.

4.4 CWA Section 401 Certification

4.4.1 Protection, Mitigation and Enhancement Measures Recommended to Be Included in CWA Section 401 Certifications

Any Party participating in the Section 401 Certification process shall request that MADEP accept and incorporate, without material modifications, as conditions to the Section 401 Certifications, all the PM&E measures stated in Appendices A and B of the Settlement Agreement that are within the MADEP's jurisdiction pursuant to Section 401 of the CWA. The Parties shall further request that MADEP not include as conditions to the Section 401 Certifications additional conditions that are Inconsistent with this Settlement Agreement.

4.4.2 Section 401 Certifications Inconsistent with This Settlement Agreement

4.4.2.1 If the MADEP denies FirstLight's application for Section 401 Certification for either of the Projects, the Parties agree such denial shall be considered Inconsistent with this Settlement Agreement, unless (1) the denial is without prejudice, and (2) the denial is not based on a determination that the PM&E measures in Appendices A and B of this Settlement Agreement are insufficient for MADEP to issue Section 401

Certifications based on those PM&E measures. If the MADEP issues the Section 401 Certifications and any condition of a Section 401 Certification is Inconsistent with this Settlement Agreement, the Settlement Agreement shall be deemed modified to conform to the Section 401 Certification, unless a Party provides Notice to the other Parties that it objects to the inconsistency and initiates dispute resolution within 30 days after the issuance of the Section 401 Certification.

4.4.2.2 The Disputing Party may, to the extent provided by applicable law, seek administrative and/or judicial review of any Section 401 Certification or denial of Section 401 Certification that is Inconsistent with this Settlement Agreement. The Parties shall follow the dispute resolution process to the extent reasonably practicable while such administrative and/or judicial review is pursued.

4.4.2.3 If any Party or non-party seeks administrative and/or judicial review of the Section 401 Certification, FirstLight or any Party may request that FERC hold the New Project Licenses in abeyance pending a final adjudication of the Section 401 Certification. Any Party objecting to such a request may oppose it, after complying with the dispute resolution procedures of this Settlement Agreement.

4.4.2.4 Except as provided in Section 4.5.5.4 for omission based on jurisdiction or if the Settlement Agreement is terminated pursuant to Section 6.5, if any condition of a Section 401 Certification is Inconsistent with this Settlement Agreement after a final and non-appealable decision on the administrative or judicial action, this Settlement Agreement shall be deemed modified to conform to the final decision.

4.5 New Project Licenses

4.5.1 Support for Issuance of New Project Licenses

The Parties shall support and advocate through appropriate written communications to FERC, USFWS, NMFS, and MADEP on behalf of this Settlement Agreement and the PM&E measures stated in Appendices A and B hereto. The Parties agree not to propose, support, or advocate proposed PM&E measures Inconsistent with this Settlement Agreement, except as specifically permitted herein.

4.5.2 Term of New Project Licenses

The Parties agree that the investment of funds associated with the terms of this Settlement Agreement justify the issuance of 50-year licenses and support FirstLight's request for 50-year licenses to FERC.

4.5.3 Comments on the NEPA Document

The Parties shall comment on any PM&E measure recommended by FERC in its draft or final NEPA document which, if approved in the New Project Licenses, would be Inconsistent with this Settlement Agreement. Such comment(s) would aim to urge FERC to adopt the full settlement terms before the issuance of the New Project Licenses.

4.5.4 PM&E Measures Recommended to Be Included in New Project Licenses

The Parties shall request that FERC accept and incorporate, without material modification, as license articles, all the PM&E measures stated in Appendices A and B of this Settlement Agreement. The Parties shall further request that FERC not include in the New Project Licenses PM&E measures that are Inconsistent with this Settlement Agreement.

The Parties shall request that measures and actions agreed to among the Parties as set forth in Appendix C not be incorporated in the New Project Licenses.

4.5.5 New Project Licenses Inconsistent with This Settlement Agreement

4.5.5.1 Consistency of Licenses with Settlement Agreement

If the New Project Licenses issued by FERC are Inconsistent with this Settlement Agreement, the Settlement Agreement shall be deemed modified to conform to the inconsistency, unless a Party provides Notice to the other Parties that it objects to the inconsistency and initiates dispute resolution within 30 days after the date of the FERC order issuing license.

4.5.5.2 Disputing Inconsistencies

The Disputing Party may, in addition, if it is a party to the FERC relicensing proceeding, petition FERC for rehearing and seek judicial review of the New Project Licenses. If any Party, including FirstLight, or non-party seeks rehearing or judicial review of the New Project Licenses, FirstLight may seek a stay or an extension of time of any or all requirements of the New Project Licenses. Any Party objecting to such a request may oppose it, after complying with the dispute resolution procedures of this Settlement Agreement.

4.5.5.3 Modification of Agreement if Inconsistency

Except as provided in Section 4.5.5.4 for omission based on jurisdiction and Section 4.5.5.5 for inclusion based on jurisdiction, or if the Settlement Agreement is terminated pursuant to Section 6.5, if a provision in the Final New Project Licenses is Inconsistent with this Settlement Agreement, this

Settlement Agreement shall be deemed modified to conform to the final decision.

4.5.5.4 Omission Based on Jurisdiction

If the New Project Licenses do not contain all the PM&E measures stated in Appendices A and B because FERC expressly determines that it does not have jurisdiction to adopt or enforce the omitted PM&E measures, this Settlement Agreement shall not be deemed modified to conform to such omission, and such omission shall not be used as the basis for dispute among the Parties; provided that any PM&E measure that FERC excludes from Appendices A or B based on a lack of jurisdiction shall be automatically included in Appendix C without material modification (including all funds needed to carry out or implement any such PM&E measure).

4.5.5.5 Inclusion Based on Jurisdiction or Section 401 Certification

If the New Project Licenses include PM&E measures stated in Appendix C of this Settlement Agreement because FERC determines that such measures are required to be included under the FPA and are within FERC's jurisdiction to enforce, or MADEP includes such measures as conditions of a Section 401 Certification, such action shall not be considered Inconsistent with this Settlement Agreement provided there is no material change to the PM&E measure other than its inclusion in the New Project Licenses. However, Parties may not assert in any regulatory forum including FERC that any PM&E measures in Appendix C of this Settlement Agreement should be included in the New Project Licenses.

4.6 Cooperation Among Parties

The Parties shall cooperate in good faith in the implementation of this Settlement Agreement and the New Project Licenses.

4.7 Support for Implementation

Upon notification by FirstLight of the need therefore, the other Parties shall provide written communications (or orally, in the event written communication is impossible to obtain due to reasons outside a Party's control) of support in any administrative approval process that may be required for implementation of this Settlement Agreement or related articles of the New Project Licenses, subject to available Party resources and Regulatory Party authority and policy.

4.8 Defense Against PM&E Measures Inconsistent with This Settlement Agreement

If a Party files a pleading or other document before FERC or another regulatory agency advocating a PM&E measure Inconsistent with this Settlement Agreement which is not based on Material New Information, whether prior to or following issuance of the New Project Licenses, any other Party may defend by: (1) stating its opposition to the PM&E measure Inconsistent with this Settlement Agreement; (2) requesting that FERC or other regulatory agency disapprove the PM&E measure Inconsistent with this Settlement Agreement; and (3) explaining what offsetting PM&E measures should be included in and/or excluded from the New Project Licenses if the PM&E measure Inconsistent with this Settlement Agreement is approved.

4.9 Responsibility for Compliance with New Project Licenses

Upon acceptance of the New Project Licenses, FirstLight is ultimately responsible for compliance with them. By entering into this Settlement Agreement, except as expressly provided herein, none of the other Parties is accepting any new or additional legal liability or responsibility for compliance with the obligations under the New Project Licenses. FirstLight shall not be excused from its duty to comply with the New Project Licenses due to a failure by any other Party, entity, or person to provide funding or carry out a duty, obligation, or responsibility it may have with respect to the Projects pursuant to other laws or agreements. Notwithstanding the foregoing, this Settlement Agreement does not alter or abrogate any duty, obligation, or responsibility that any other Party or person may have to provide such funding pursuant to other laws or agreements, nor does this Settlement Agreement prevent FirstLight or any other Party from seeking to enforce such duty, obligation, or responsibility. Further, FirstLight shall have no obligation to reimburse or otherwise pay any other Party for its assistance, participation, or cooperation in any activities pursuant to this Settlement Agreement of the New Project Licenses unless expressly agreed to by FirstLight or as required by law. In the event of administrative rehearing or judicial review, Parties shall bear their own costs and attorneys' fees.

4.10 Availability of Funds

Implementation of this Settlement Agreement by any Party other than FirstLight is subject to the availability of funds. In addition, implementation of this Settlement Agreement by any federal agency is subject to the requirements of the Anti-Deficiency Act, 31 U.S.C. Section 1341 *et seq.*

4.11 Implementation

4.11.1 Implementation Schedule

FirstLight shall ensure that implementation of the PM&E measures stated in Appendices A and B shall be consistent with any schedule specified in Appendices A and B (as it may be modified by the New Project Licenses).

FirstLight and other responsible Parties shall implement the measures stated in Appendix C consistent with the applicable schedules.

4.11.2 Permits

Upon acceptance of the New Project Licenses and FERC approval of the applicable plans, FirstLight shall apply for and use reasonable efforts to obtain in a timely manner and in final form all necessary federal, state, regional, and local permits, licenses, authorizations, certifications, determinations, and other governmental approvals for purposes of implementing this Settlement Agreement and the New Project Licenses (“Permits”). The applications for such Permits shall be consistent with the terms of this Settlement Agreement. Each Party, upon FirstLight’s request, shall use reasonable efforts to support FirstLight’s applications for Permits, and shall not file comments or recommend Permit conditions that are Inconsistent with this Settlement Agreement. However, this agreement to support FirstLight’s applications for Permits, shall not apply to a Regulatory Party issuing the permit, consulting on the issuance of a permit under its legal authority, or not participating in the Permit application proceeding. FirstLight shall pay all fees required by law related to such Permits. The Parties shall work together and cooperate as appropriate during the permitting, environmental review, and implementation of this Settlement Agreement. FirstLight shall not be required by the Settlement Agreement to implement an action required under this Settlement Agreement or the New Project Licenses if a Permit has been denied or contains conditions that are Inconsistent with this Settlement Agreement, or until all applicable Permits required for that action are obtained. If a proceeding challenging any Permit required for the action has been commenced, FirstLight shall be under no obligation under this Settlement Agreement to implement the action or any related action until any such proceeding is terminated. In the event any Permit has been denied, FirstLight determines that the Permit contains conditions that are Inconsistent with this Settlement Agreement, or any Permit is not obtained in a timely manner, the Parties shall confer to evaluate the effect of such event on implementation of this Settlement Agreement and seek to develop actions to respond to that event. If the Parties do not agree on actions to respond to that event and nonperformance or prolonged delay in performance of one or more PM&E measures due to the event materially reduces the benefit of this Settlement Agreement, a Party may initiate dispute resolution, except that dispute resolution regarding denial of a Permit shall be restricted to the issue of actions to respond to that event. In addition, if the event results in nonperformance or prevents performance of one or more PM&E measures for a prolonged period, the Parties recognize that re-initiation of consultation under the ESA may be required. Nothing contained in this section shall be construed to limit FirstLight’s right to apply for a Permit before issuance of the New Project Licenses, provided that any such applications shall not be Inconsistent with this Settlement Agreement.

4.12 Reopener or Amendment of New Project Licenses

4.12.1 Limitation on Reopeners and Modifications

No Party to this Settlement Agreement may seek to modify or otherwise reopen the PM&E measures included in the New Project Licenses in a manner that is Inconsistent with this Settlement Agreement unless that Party, relying on Material New Information, reasonably demonstrates that such proposed modification or reopener fulfills a statutory, regulatory, or court ordered responsibility, or reasonably demonstrates that the New Project Licenses no longer comply with applicable law, or that there is a similarly compelling reason to modify the PM&E measures.

4.12.1.1 Notice of Proposed Reopener

Prior to seeking modification or reopener, a Party shall provide all Parties at least 90-day Notice to consider the Material New Information and that Party's position. A Party shall not be required to comply with this 90-day Notice provision if it reasonably believes an emergency situation exists. If a Party proposes a modification or reopener that another Party believes would be Inconsistent with this Settlement Agreement and objects, then the dispute resolution provisions of Section 5 apply, and the objecting Party must invoke dispute resolution during the 90-day Notice period or waive its objection.

4.12.2 Amendment of New Project Licenses

Nothing in this Settlement Agreement is intended, or shall be construed, to affect or limit the right of FirstLight to seek amendments of the New Project Licenses that are not Inconsistent with this Settlement Agreement.

4.12.2.1 Notice of Proposed License Amendment

Prior to filing any proposed license amendment that relates to a subject covered by this Settlement Agreement, including a temporary amendment, FirstLight shall provide the other Parties at least 90-day Notice of its intention to do so. At the request of any Party, FirstLight shall consult with any/all interested Parties regarding the need for and the purpose of the amendment. If a Party believes the proposed amendment is Inconsistent with this Settlement Agreement and objects, then the dispute resolution provisions in Section 5 apply, and the objecting Party must invoke dispute resolution within this 90-day Notice period or waive its objection. FirstLight shall not be required to comply with this 90-day Notice provision if it reasonably believes an emergency situation exists or if required to meet its responsibilities under applicable law or an order of an agency with jurisdiction over it. In such an emergency or regulatory

compliance situation, FirstLight shall give Notice to the Regulatory Parties within 10 business days of recognition of the need for such amendment.

4.12.2.2 Consultation on Amendments

Except as provided in the New Project Licenses or in the case of an emergency, FirstLight shall allow a minimum of 60 days for any Party to comment and to make recommendations before filing any application for a Project license amendment that relates to a subject covered by this Settlement Agreement and where consultation with Regulatory Parties or other Parties is required. If FirstLight does not adopt a recommendation or comment of a Party, it shall include in any filing with FERC copies of the comments/recommendations and an explanation as to why the comment/recommendation was not adopted.

4.12.2.3 Exception for FERC Compliance Directives

The notice and consultation requirements of this Section shall not apply to license amendments in connection with compliance matters under Section 4.13 below.

4.12.2.4 Parties' Option to Intervene in Amendment Proceeding

FirstLight shall not oppose, based on the issue of standing, an intervention request by any Party in a proceeding for a Project license amendment that the Party has concluded would be Inconsistent with this Settlement Agreement. The Parties acknowledge that intervention in the relicensing proceeding docket at FERC does not make the Party an intervenor in any post-licensing proceeding.

4.13 Compliance with FERC Project Safety and Other Directives

FirstLight expressly reserves the right to fully and timely comply with any FERC directive or compliance order, including but not limited to any requirement related to Project safety or security. In no instance will any action by FirstLight that is reasonably necessary or appropriate to comply with any such order or direction from FERC trigger the dispute resolution protocols of this Settlement Agreement or be construed as a breach of the Settlement Agreement or an action Inconsistent with this Settlement Agreement. FirstLight agrees to consult with relevant Parties to the extent practicable prior to taking action. All Parties reserve their rights to defend their interests at FERC.

4.14 Amendment of Settlement Agreement

This Settlement Agreement may be amended at any time through the term of the New Project Licenses plus the term(s) of any annual license(s) that may be issued after the New Project Licenses have expired, with the unanimous agreement of all Parties still in

existence, including any successor thereto. The Party seeking amendment shall give each other Party at least 60-day prior written Notice. Such Notice shall state that failure of any Party, with the exception of Regulatory Parties and FirstLight, to respond in writing or by electronic mail to the Notice within the applicable 60-day period shall be deemed to be an approval of such amendment. Any amendment of this Settlement Agreement shall be in writing and executed by the responding Parties. The Parties recognize that any amendment to Appendices A and B of the Settlement Agreement may also require an amendment to the New Project Licenses, the CWA 401 Certifications, and the Biological Opinions.

5 Dispute Resolution

5.1 General Applicability

5.1.1 All disputes among the Parties regarding any Party's performance or compliance with this Settlement Agreement, including resolution of any disputes related to the New Project Licenses, Fishway Prescriptions, Biological Opinions, Section 401 Certifications, or Permits related to the New Project Licenses, shall be subject to the dispute resolution process provided in this Section 5, unless otherwise specifically provided in this Settlement Agreement or required by applicable law. The Parties agree that disputes shall be brought in a prompt and timely manner.

5.1.2 The Disputing Parties shall devote such resources as are needed and as can be reasonably provided to resolve the dispute expeditiously.

5.1.3 The Disputing Parties shall cooperate in good faith to promptly schedule, attend, and participate in the dispute resolution.

5.1.4 Unless otherwise agreed among the Disputing Parties, each Disputing Party shall bear its own costs for its participation in this or any administrative dispute resolution process related to the Settlement Agreement.

5.1.5 Each Disputing Party shall promptly implement any resolution of the dispute.

5.1.6 The dispute resolution process in this Section does not preclude any Party from timely filing and pursuing an action for administrative or judicial relief of any FERC order, compliance matter, or other regulatory action related to the New Project Licenses, provided that any such Party shall pursue dispute resolution pursuant to this process as soon as practicable thereafter or concurrently therewith.

5.1.7 The Party initiating a dispute under this Section may notify FERC when dispute resolution proceedings are initiated relevant to the New Project Licenses. The Parties acknowledge that the initiation of dispute resolution proceedings shall

have no effect on filing deadlines or applicable statutes of limitation before FERC.

5.2 Process

5.2.1 Dispute Initiation Notice

A Party claiming a dispute shall give Notice of the dispute. If the dispute includes a claim that a New Project License, or related regulatory approval, is Inconsistent with this Settlement Agreement, the Notice shall be issued within the applicable time periods specified in Section 4. Such Notice shall describe: (A) the matter(s) in dispute, (B) the identity of any other Party alleged to have not performed an obligation provided by the Settlement Agreement, and (C) the specific relief sought. The Parties agree that disputes shall be brought in a prompt and timely manner.

5.2.2 Informal Meetings

The Disputing Parties shall hold at least two informal meetings to resolve the dispute, commencing within 30 days after the Dispute Initiation Notice.

5.2.3 Mediation

If the dispute is not resolved in the informal meetings, the Disputing Parties shall decide whether to use a neutral mediator, such as FERC's Office of Dispute Resolution Services. The decision whether to pursue mediation shall be made within 20 days after conclusion of the informal meetings in Section 5.2.2. The Disputing Parties shall agree on an appropriate allocation of any costs of the mediator employed under this section. Mediation shall not occur if the Disputing Parties cannot agree on the allocation of costs. The Disputing Parties shall select a mediator within 30 days of the decision to pursue mediation, including the agreement of allocation of costs. The mediation process shall be concluded not later than 60 days after the mediator is selected. The above time periods may be shortened or lengthened upon mutual agreement of the Disputing Parties.

5.2.4 Dispute Resolution Notice

The Disputing Parties shall provide Notice of any resolution of the dispute achieved under Sections 5.2.2 and 5.2.3. The Notice shall: (A) restate the disputed matter, as initially described in the Dispute Initiation Notice; (B) describe the alternatives which the Disputing Parties considered for resolution; and (C) state whether resolution was achieved, in whole or part, and state the specific relief agreed-to as part of the resolution.

5.3 Enforcement of Settlement Agreement After Dispute Resolution

5.3.1 Enforcement Regarding New Project Licenses

A Disputing Party may seek administrative or judicial relief for an unresolved dispute regarding FirstLight's performance of its obligations under the New Project Licenses only after exhaustion of the dispute resolution process under Section 5, unless applicable processes require a filing for relief before dispute resolution can conclude. Any such relief shall be sought and obtained from FERC or other appropriate regulatory or judicial forum. No Party to the Settlement Agreement may seek damages for breach of the Proposed License Articles stated in Appendices A and B, whether before or after acceptance of the New Project Licenses.

5.3.2 Enforcement Regarding Contractual Obligations

A Disputing Party may seek administrative or judicial relief for breach of a contractual obligation established by this Settlement Agreement only after exhaustion of the dispute resolution process in Section 5. Venue for such action shall lie in a court with jurisdiction located in the Commonwealth of Massachusetts. In such action, a Disputing Party may only seek specific performance of the contractual obligation or other equitable relief. No Party shall be liable for damages for such breach of contractual obligations. By executing this Settlement Agreement, no Party waives any equitable or legal defenses that may be available. Nothing in this agreement waives the sovereign immunity of the United States, or the Commonwealth of Massachusetts, or constitutes consent to suit by either sovereign in any manner not otherwise provided for by law.

6 Withdrawal from Settlement Agreement

6.1 Withdrawal of Party from Settlement

A Party may withdraw from this Settlement Agreement only if (1) it objects to a Fishway Prescription, Biological Opinion, CWA 401 Certification, or FERC order issuing a New Project License that is Inconsistent with this Settlement, (2) it has complied with the required dispute resolution procedures stated in Section 5 to attempt to resolve the objection, and (3) the objection is to a CWA 401 Certification or FERC order issuing a New Project License, that Party does not file for appeal of the inconsistency. If the Party files an appeal to resolve the inconsistency, that Party may not withdraw until its appeal is concluded and the inconsistency remains uncured. In addition, FirstLight may withdraw as provided in Section 6.2. A Party that withdraws will provide Notice of withdrawal, including its basis for withdrawal.

6.2 Withdrawal of FirstLight from Settlement Agreement Prior to Acceptance of the New Project Licenses

In addition to the provisions of Section 6.1, prior to the acceptance of the New Project Licenses, FirstLight may withdraw from this Settlement Agreement without first complying with the dispute resolution process stated in Section 5 if a Party withdraws from this Settlement Agreement and FirstLight determines in its sole discretion, after providing the remaining Parties a reasonable opportunity to meet and discuss the matter with FirstLight, that the withdrawal: (1) may adversely affect the likelihood of NMFS or USFWS issuing a Fishway Prescription or Biological Opinion that is consistent with this Settlement Agreement, (2) may adversely affect the likelihood of MADEP issuing a CWA 401 Certification that is consistent with this Settlement Agreement, (3) may adversely affect the likelihood of FERC issuing a license that is consistent with this Settlement Agreement, or (4) substantially diminishes the value of this Settlement Agreement for FirstLight. FirstLight shall give Notice identifying the reason for withdrawal within 30 days of its knowledge of the event creating the right to withdraw.

6.3 Effective Date of Withdrawal

Withdrawal by a Party shall become effective 10 calendar days after Notice is given by the withdrawing Party.

6.4 Continuity After Withdrawal

The withdrawal of a Party, other than FirstLight, does not automatically terminate this Settlement Agreement for the remaining Parties. If a Party withdraws from this Settlement Agreement, the withdrawing Party shall not be bound by any term contained in this Settlement Agreement, except as provided in this section and in Section 2.2. The withdrawing Party shall not use any documents and communications related to the development, execution, and submittal of this Settlement Agreement to FERC as evidence, admission, or argument in any forum or proceeding for any purpose to the fullest extent allowed by applicable law, including 18 C.F.R. § 385.606. This provision does not apply to any information that was in the public domain prior to the development of this Settlement Agreement or that became part of the public domain at some later time through no unauthorized act or omission by any Party. This provision does not apply to: (1) any information held by a federal agency that is not protected from disclosure pursuant to the Freedom of Information Act or other applicable law; or (2) any information held by a state or local agency that is not protected from disclosure pursuant to M.G.L. ch. 66 §§ 10-10B or other applicable state or federal law. The withdrawing Party shall continue to maintain the confidentiality of all settlement communications to the extent permitted by applicable law.

6.5 Termination of Settlement Agreement

This Settlement Agreement shall terminate as to all Parties and have no further force or effect upon expiration of the New Project Licenses and any annual licenses issued after

expiration thereof, upon withdrawal from this Settlement Agreement by FirstLight or upon FirstLight's decision not to affirmatively accept the New Project Licenses, or upon FERC issuing an order approving FirstLight's surrender of one or both of the New Project Licenses. Upon termination, all documents and communications related to the development, execution, and submittal of this Settlement Agreement to FERC shall not be used as evidence, admission, or argument in any forum or proceeding for any purpose to the fullest extent allowed by applicable law, including 18 C.F.R. § 385.606. This provision does not apply to any information that was in the public domain prior to the development of this Settlement Agreement or that became part of the public domain at some later time through no unauthorized act or omission by any Party. This provision does not apply to: (1) any information held by a federal agency that is not protected from disclosure pursuant to the Freedom of Information Act or other applicable law; or (2) any information held by a state or local agency that is not protected from disclosure pursuant to M.G.L. ch. 66 §§ 10-10B or other applicable state or federal law. Notwithstanding the termination of this Settlement Agreement, all Parties shall continue to maintain the confidentiality of all settlement communications to the extent permitted by applicable law, and all Parties remain subject to Section 2.2 of this Settlement Agreement.

7 General Provisions

7.1 Non-Severable Terms of Settlement Agreement

The terms of this Settlement Agreement are not severable one from the other. This Settlement Agreement is made on the understanding that each term is in consideration and support of every other term, and each term is a necessary part of the entire Settlement Agreement. If a court of competent jurisdiction rules that any provision in Sections 1 through 8.2 of this Settlement Agreement is invalid, this Settlement Agreement is deemed modified to conform to such ruling, unless a Party objects. If a Party objects, the other Parties agree to meet and confer regarding the continued viability of this Settlement Agreement.

7.2 No Third-Party Beneficiaries

This Settlement Agreement shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, and shall not authorize any non-Party to maintain a suit at law or equity pursuant to this Settlement Agreement. The duties, obligations, and responsibilities of the Parties with respect to third parties shall remain as imposed under applicable law.

7.3 Successors and Assigns

This Settlement Agreement shall be binding on and inure to the benefit of the Parties and their successors and approved assigns, unless otherwise specified in this Settlement.

7.3.1 Assignment

Any voluntary assignment by a Party shall not be effective unless approved by FirstLight, which approval shall not be unreasonably withheld. A partial assignment is not permitted. After FirstLight's approval of the assignment, the assignee shall sign the Settlement Agreement and become a Party.

7.3.2 Succession

In the event of succession between public agencies, whether by statute, executive order, or operation of law, the successor agency shall become a Party to and be bound by the terms of this Settlement Agreement, to the extent permitted by law.

7.3.3 Continuation of Certain Obligations

7.3.3.1 Upon completion of a succession or assignment, the initial Party shall no longer be a Party. It shall continue to be bound by Sections 2.2, 6.4, 6.5, 7.2, and 7.3. The initial Party shall not take any action adverse to the Settlement Agreement, or the New Project Licenses to the extent they incorporate the Settlement Agreement.

7.3.3.2 No change in ownership of the Project or transfer of the existing or New Project Licenses by FirstLight shall in any way modify or otherwise affect any other Party's rights or obligations under this Settlement Agreement. Unless prohibited by applicable law, FirstLight shall require in any transaction for a change in ownership of the Projects or transfer of the existing or New Project Licenses, that such new owner shall be bound by, and shall assume all of the rights and obligations of FirstLight under this Settlement Agreement upon completion of the change of ownership and approval by FERC of the license transfer.

7.3.4 Notice

FirstLight transferring pursuant to Section 7.3.3.2 or an assigning Party shall provide Notice to the other Parties at least 30 days prior to the proposed effective date of such transfer or assignment.

7.4 Extension of Time; Inability to Perform

7.4.1 Obligations under New Project Licenses

7.4.1.1 Extension of Time

If FirstLight has good cause, consistent with FERC's standard in 18 C.F.R. § 385.2008, to seek an extension of time to fulfill an obligation under the New Project Licenses, it may file with FERC such a request

after consulting with the relevant Parties. The Parties acknowledge that FERC's standard for any such request shall apply. If any Party provides Notice that it disputes the good cause for extension, FirstLight and the Disputing Party shall follow the dispute resolution process in Section 5 of this Settlement Agreement. If the dispute cannot be timely resolved by such process, FirstLight may proceed with its request, if it has not done so already, and any Disputing Party may oppose the request.

7.4.1.2 Inability of FirstLight to Perform

If FirstLight is unable to perform an obligation under the New Project Licenses due to an event or circumstances beyond its reasonable control, FirstLight may file with FERC an appropriate request for relief. The Parties acknowledge that FERC's standard for any such request shall apply. If any Party provides Notice that it disputes the non-performance, FirstLight and the Disputing Party shall follow the dispute resolution process in Section 5 of this Settlement Agreement. If the dispute cannot be timely resolved by such process, FirstLight may proceed with its request to FERC, if it has not done so already, and any Disputing Party may oppose its request.

7.4.2 Contractual Obligations

No Party shall be in breach of a contractual obligation under this Settlement Agreement, as established by Sections 1 through 8.2 and Appendix C of this Settlement Agreement, if it is unable to perform or delays performance due to any Uncontrollable Force reasonably beyond its control, unless otherwise provided by this Settlement Agreement. For this purpose, "Uncontrollable Force" may include, but is not limited to, natural events, labor or civil disruption, action or non-action of a governmental agency, or unforeseen breakdown or failure of the Project works for the period of time necessary to cure.

7.4.3 Notice of Delay or Inability to Perform

The Party whose performance of an obligation under this Settlement Agreement is affected by any delay or inability to perform under Section 7.4 shall provide Notice as soon as reasonably practicable. This Notice shall include: (1) a description of the event causing the delay or anticipated delay; (2) an estimate of the anticipated length of the delay; (3) a description of the measures taken or to be taken to avoid or minimize the delay; and (4) a proposed timetable for the implementation of the measures or performance of the obligation. The affected Party shall make all reasonable efforts to promptly resume performance of the obligation. It shall provide Notice when it resumes performance of the obligation.

7.5 Governing Law

The New Project Licenses and any other terms of this Settlement Agreement over which a federal agency has statutory or regulatory jurisdiction shall be governed, construed, and enforced in accordance with such authorities. This Settlement Agreement shall otherwise be governed and construed under the laws of the Commonwealth of Massachusetts. By executing this Settlement Agreement, no federal agency is consenting to the jurisdiction of a state court unless such jurisdiction otherwise exists. All activities undertaken pursuant to this Settlement Agreement shall be in compliance with all applicable law.

7.6 Elected Officials Not to Benefit

No elected officials shall be entitled to any share or part of this Settlement Agreement or to any benefit that may arise from it.

7.7 No Partnership

Except as otherwise expressly set forth herein, this Settlement Agreement does not and shall not be deemed to make any Party the agent for, partner of, or joint venturer with any other Party.

7.8 Reference to Regulations

Any reference in this Settlement Agreement to any federal or state regulation shall be deemed to be a reference to such regulation, or successor regulation, in existence as of the date of the action at the time in question.

7.9 Notice

Except as otherwise provided in this Section, any Notice required by this Settlement Agreement shall be written. Notice shall be sent to all Parties still in existence and, as applicable, filed with FERC. For the purpose of this Settlement Agreement and unless otherwise specified, a Notice shall be effective upon receipt, but if provided by U.S. Mail, seven (7) business days after the date on which it is mailed. The Parties agree that if practicable, electronic mail or fax are the preferred methods of providing Notice under this Settlement Agreement. When this Settlement Agreement requires Notice in fewer than seven (7) business days, Notice shall be provided by telephone, fax, or electronic mail and shall be effective when provided. For the purpose of Notice, the list of authorized representatives of the Parties as of the Effective Date is attached as Appendix D. FirstLight shall keep the names and contact information for the Parties to this Settlement Agreement. The Parties shall provide Notice of any change in the authorized representatives designated in Appendix D, and FirstLight shall maintain the current distribution list of such representatives. The Parties agree it is their responsibility to keep FirstLight informed of their current address, telephone, fax, and electronic mail information, and that failure to provide FirstLight with current contact information will result in a waiver of that Party's right to Notice under this Settlement Agreement.

7.10 Section Titles for Convenience Only

The titles for the Sections of this Settlement Agreement are used only for convenience of reference and organization and shall not be used to modify, explain, or interpret any of the provisions of this Settlement Agreement or the intentions of the Parties. This Settlement Agreement has been jointly drafted by the Parties and therefore shall be construed according to its plain meaning and not for or against any Party.

8 Execution of Settlement Agreement

8.1 Signatory Authority

Each signatory to this Settlement Agreement certifies that he or she is authorized to execute this Settlement Agreement and to legally bind the Party he or she represents, and that such Party shall be fully bound by the terms hereof upon such signature without any further act, approval, or authorization by such Party.

8.2 Signing in Counterparts

This Settlement Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all the signatory Parties to all of the counterparts had signed the same instrument. Any signature page of this Settlement Agreement may be detached from any counterpart of this Settlement Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Settlement Agreement identical in form hereto but having attached to it one or more signature pages.

IN WITNESS THEREOF,

the Parties, through their duly authorized representatives, have cause this Settlement Agreement to be executed as of the date set forth in this Settlement Agreement.

FirstLight MA Hydro LLC and Northfield Mountain LLC,



Date: 1/5/2023

By: Justin Trudell Chief Operating Officer

U.S. Fish and Wildlife Service,

Date: _____

By:

National Marine Fisheries Service,

Date: _____

By:

Massachusetts Division of Fisheries and Wildlife,

Mark S. Tisa

Date: January 6, 2022

By: Mark S. Tisa, Ph.D., M.B.A., Director

The Nature Conservancy,



Date: January 5, 2023

By: Deb Markowitz
Massachusetts State Director

**Appendix A. Protection, Mitigation, and Enhancement Measures Recommended
to be Included in the New Turners Falls Hydroelectric Project License**

Appendix A: Draft License Articles- Turners Falls Hydroelectric Project

Article A100. Station No. 1 Upgrades

Within 3 years of license issuance, the Licensee shall automate Station No. 1 such that it is capable of being operated remotely and over a range of flows. The Licensee shall submit design plans to the Commission for automating Station No. 1. Upon Commission approval, the Licensee shall automate Station No. 1, including any changes required by the Commission.

Article A110. Minimum Flows below Turners Falls Dam

Upon license issuance, the Licensee shall discharge from the Turners Falls Dam or from the gate located on the power canal (“canal gate”) just below the Turners Falls Dam the following seasonal minimum flows.

Date	Minimum Flows below Turners Falls Dam
01/01-03/31 ¹	<ul style="list-style-type: none">• If the Naturally Routed Flow (NRF- definition provided later in this article) is \leq 400 cubic feet per second (cfs), the Minimum Flow below Turners Falls Dam shall be 400 cfs or the NRF, whichever is less.• If the NRF is $>$ 400 cfs, the Minimum Flow below Turners Falls Dam shall be 400 cfs.
04/01-05/31	<ul style="list-style-type: none">• If the NRF is \leq 6,500 cfs, the Minimum Flow below Turners Falls Dam shall be 67% of the NRF.• If the NRF is $>$ 6,500, the Minimum Flow below Turners Falls Dam shall be 4,290 cfs.
06/01-06/15 ^{3,4}	<ul style="list-style-type: none">• If the NRF is \leq 4,500 cfs, the Minimum Flow below Turners Falls Dam shall be 67% of the NRF.• If the NRF is $>$ 4,500 cfs, the Minimum Flow below Turners Falls Dam shall be 2,990 cfs.
06/16-06/30 ⁴	<ul style="list-style-type: none">• If the NRF is \leq 3,500 cfs, the Minimum Flow below Turners Falls Dam shall be 67% of the NRF.• If the NRF is $>$ 3,500 cfs, the Minimum Flow below Turners Falls Dam shall be 2,280 cfs.
07/01-11/15 ^{1,2}	<ul style="list-style-type: none">• If the NRF is \leq 250 cfs, the Minimum Flow below Turners Falls Dam shall be 250 cfs or the NRF, whichever is less.• If the NRF is $>$ 250 cfs, the Minimum Flow below Turners Falls Dam shall be 250 cfs.
11/16-12/31 ¹	<ul style="list-style-type: none">• If the NRF is \leq 400 cfs, the Minimum Flow below Turners Falls Dam shall be 400 cfs or the NRF, whichever is less.• If the NRF is $>$ 400 cfs, the Minimum Flow below Turners Falls Dam shall be 400 cfs.

¹From July 1 through March 31, the 250 and 400 cfs minimum flow below Turners Falls Dam will be provided from the canal gate, having a design maximum capacity of 400 cfs. From November 16 to March 31, the Licensee shall open the canal gate to its maximum opening and implement ice mitigation measures, if necessary, to maintain the maximum opening. The Licensee shall monitor canal gate operations to determine if supplemental measures, such as cable-heating the gate, are needed to maintain flows at or as close to 400 cfs as possible.

²The 250 cfs minimum flow is subject to an inspection of rare plant species between the Turners Falls Dam and Cabot Station under canal gate discharges ranging from 250 to 500 cfs in the first 4 years after license issuance. Within one year of license issuance, the Licensee, in consultation with the Massachusetts Natural Heritage and Endangered Species Program (NHESP), shall develop a study plan to evaluate the impact of Turners Falls Dam releases between 250 and 500 cfs on state-listed endangered tufted hairgrass plants located between the Turners Falls Dam and the Station No. 1 tailrace. Within 3 years of license issuance, the Licensee, in consultation with NHESP, shall conduct the tufted hairgrass study. The Licensee shall provide a minimum of 30 days for NHESP to comment on the report and will subsequently file it with the Commission, along with documentation of consultation with and concurrence by NHESP. If the study results indicate that a Minimum Flow below Turners Falls Dam greater than 250 cfs, but less than 500 cfs, has an insignificant impact to the local populations of state listed-endangered tufted hairgrass, the Licensee will increase the Minimum Flow below Turners Falls Dam for a portion, or all, of the July 1 to November 15 period to the maximum extent approved by NHESP up to but no more than 500 cfs. If the Minimum Flow below Turners Falls Dam were to be greater than 250 cfs, the Total Minimum Bypass Flow below Station No. 1 from July 1 to November 15 period would remain the same as shown in Article A120.

³One of the upstream fish passage adaptive management measures (AMMs) described in Article A330 calls for increasing the Total Minimum Bypass Flow below Station No. 1 (see Article A120) from June 1 to June 15 from 4,500 cfs to 6,500 cfs. If this AMM is enacted, and if the NRF is \leq 6,500 cfs, the Minimum Flow below the Turners Falls Dam shall be 67% of the NRF, subject to the conditions in Article A330. If this AMM is enacted, and if the NRF is $>$ 6,500 cfs, the Minimum Flow below the Turners Falls Dam shall be 4,290 cfs, subject to the conditions in Article A330.

⁴The magnitude of the Minimum Flow below Turners Falls Dam from June 1 to June 30 may be modified in the future pending fish passage effectiveness studies (see Article A330). If the Licensee conducts fish passage effectiveness studies, in consultation with the Massachusetts Division of Fisheries and Wildlife (MDFW), National Marine Fisheries Service (NMFS), and United States Fish and Wildlife Service (USFWS) and determines that migratory fish are not delayed by passing a greater percentage of the Total Minimum Bypass below Station No. 1 (see Article A120) via Station No. 1 discharges, the Licensee may file for a license amendment to increase the Station No. 1 discharge upon written concurrence of MDFW, NMFS, and USFWS. Prior to filing for a license amendment with the Commission, the Licensee shall consult the Massachusetts Department of Environmental Protection (MDEP) and address any of its comments in the license amendment filing.

Definition of Naturally Routed Flow

From December 1 through June 30, the NRF is defined as the hourly sum of the discharges from 12 hours previous as reported by the: Vernon Hydroelectric Project (FERC No. 1904), Ashuelot River United States Geological Survey gauge (USGS, Gauge No. 01161000), and Millers River USGS gauge (Gauge No. 01166500).

From July 1 through November 30, the NRF is defined as the hourly sum of the discharges averaged from 1 to 12 hours previous as reported by the: Vernon Hydroelectric Project, Ashuelot River USGS gauge, and Millers River USGS gauge. Upon license issuance until 3 years thereafter, the Licensee shall operate the Turners Falls Project based on the NRF computational method from July 1 through November 30 to determine if the Turners Falls Project can be operated in this manner. If the Turners Falls Project cannot be operated in this manner, the Licensee shall consult MDFW, NMFS, and USFWS on alternative means of

computing the NRF that are feasible for Turners Falls Project operation and sufficiently dampen upstream hydroelectric project flexible operations.

The Minimum Flow below Turners Falls Dam may be temporarily modified if required by equipment malfunction or operating emergencies reasonably beyond the control of the Licensee. If the Minimum Flow below Turners Falls Dam is so modified, the Licensee shall notify the Commission, MDEP, MDFW, NMFS, and USFWS as soon as possible, but no later than 10 days after such incident. The Minimum Flow below Turners Falls Dam may also be temporarily modified for short periods upon mutual agreement with the Licensee for the Northfield Mountain Pumped Storage Project (FERC No. 2485), MDEP, MDFW, NMFS and USFWS, and upon 5 days' notice to the Commission.

Article A120. Total Minimum Bypass Flow below Station No. 1

Upon license issuance, the Licensee shall maintain the Total Minimum Bypass Flows below Station No. 1 as follows:

Date	Total Minimum Bypass Flow below Station No. 1 ¹
01/01-03/31	<ul style="list-style-type: none"> • If the NRF is \leq 400 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be 400 cfs, or the NRF, whichever is less. • If the NRF is $>$ 400 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be 1,500 cfs, or the NRF, whichever is less.
04/01-05/31	<ul style="list-style-type: none"> • If the NRF is \leq 6,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be the NRF. • If the NRF is $>$ 6,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be 6,500 cfs.
06/01-06/15 ^{2,4}	<ul style="list-style-type: none"> • If the NRF is \leq 4,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be the NRF. • If the NRF is $>$ 4,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be 4,500 cfs.
06/16-06/30 ⁴	<ul style="list-style-type: none"> • If the NRF is \leq 3,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be the NRF. • If the NRF is $>$ 3,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be 3,500 cfs.
07/01-08/31 ³	<ul style="list-style-type: none"> • If the NRF is \leq 250 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be 250 cfs, or the NRF, whichever is less. • If the NRF is $>$ 250 cfs and \leq 1,800 cfs, the Total Minimum Flow Bypass Flow below Station No. 1 shall be the NRF or 90% of the NRF. • If the NRF is $>$ 1,800 cfs, the Total Minimum Bypass below Station No. 1 shall be 1,800 cfs, or 90% of the NRF, whichever is less.
09/01-11/15 ³	<ul style="list-style-type: none"> • If the NRF is \leq 250 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be 250 cfs, or the NRF, whichever is less. • If the NRF is $>$ 250 cfs and \leq 1,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be the NRF, or 90% of the NRF. • If the NRF is $>$ 1,500 cfs, the Total Minimum Bypass below Station No. 1 shall be 1,500 cfs, or 90% of the NRF, whichever is less.
11/16-12/31 ³	<ul style="list-style-type: none"> • If the NRF is $<$ 400 cfs, then the Total Minimum Bypass Flow below Station No. 1 shall be 400 cfs, or the NRF, whichever is less.

Date	Total Minimum Bypass Flow below Station No. 1 ¹
	<ul style="list-style-type: none"> • If the NRF is > 400 cfs and ≤ 1,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be the NRF or 90% of the NRF. • If the NRF is > 1,500 cfs, the Total Minimum Bypass below Station No. 1 shall be 1,500 cfs, or 90% of the NRF, whichever is less.

¹From license issuance until 3 years thereafter, Station No. 1 will not be automated. During those 3 years, if Station No. 1 is the only source, other than the Fall River, Turners Falls Hydro, LLC, or Milton Hilton, LLC to provide the additional flow needed to meet the Total Minimum Bypass Flow below Station No. 1, the Licensee shall maintain the Station No. 1 discharge such that the Turners Falls Dam Minimum Flow will be as shown in Article A110, or higher flows, in cases where the additional flow cannot be passed through Station No. 1.

²One of the upstream fish passage adaptive management measures (AMMs) described in Article A330 calls for increasing the Total Minimum Bypass Flow below Station No. 1 from June 1 to June 15 from 4,500 cfs to 6,500 cfs. If this AMM is enacted, and if the NRF is ≤ 6,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be the NRF, subject to the conditions in Article A330. If this AMM is enacted, and the NRF > 6,500 cfs, the Total Minimum Bypass Flow below Station No. 1 is 6,500 cfs, subject to the conditions in Article A330.

³From July 1 to August 31, when the NRF is greater than 1,800 cfs, the Total Minimum Bypass Flow below Station No.1 shall be 1,800 or 90% of the NRF, whichever is less. From September 1 to December 31, when the NRF is greater than 1,500 cfs, the Total Minimum Bypass Flow below Station No. 1 shall be 1,500 cfs or 90% of the NRF, whichever is less. From July 1 to December 31, if the Total Minimum Bypass Flow below Station No. 1 shall be reduced by 10%, it will not be taken from the Turners Falls Dam Minimum Flow (Article 110).

⁴The amount of flow needed from Station No. 1 from June 1 to June 30 may be modified in the future pending fish passage effectiveness studies. If the Licensee conducts fish passage effectiveness studies, in consultation with the MDFW, NMFS, and USFWS and determines that migratory fish are not delayed by passing a greater percentage of the Total Minimum Bypass Flow below Station No. 1 via Station No. 1 discharge, the Licensee may file for a license amendment to increase the magnitude of Station No. 1 discharge upon written concurrence of MDFW, NMFS, and USFWS. Prior to filing for a license amendment with the Commission, the Licensee shall consult AW, AMC, CAW, MDEP, NEF and ZO and address any comments of those entities in the license amendment filing.

If the Station No. 1 units are used to maintain the Total Minimum Bypass Flow below Station No. 1, and if some or all of the Station No. 1 units become inoperable, the balance of the flow needed to maintain the Total Bypass flow below Station No. 1 will be provided from either the Turners Falls Dam Minimum Flow (dam or canal gate), Fall River, Turners Falls Hydro, LLC or Milton Hilton, LLC.

The Total Minimum Bypass Flow below Station No. 1 may be temporarily modified if required by equipment malfunction or operating emergencies reasonably beyond the control of the Licensee. If the Total Minimum Bypass Flow below Station No. 1 is so modified, the Licensee shall notify the Commission, MDEP, MDFW, NMFS, and USFWS as soon as possible, but no later than 10 days after such incident. The total bypass flow below Station No. 1 may also be temporarily modified for short periods upon mutual agreement with the Licensee for the Northfield Mountain Pumped Storage Project (FERC No. 2485), MDEP, MDFW, NMFS, and USFWS, and upon 5 days' notice to the Commission.

Article A130. Minimum Flows below Cabot Station

Upon license issuance, the Licensee shall maintain Minimum Flows below Cabot Station, or the NRF, whichever is less, as follows.

Date	Minimum Flow below Cabot Station
01/01-03/31	3,800 cfs or the NRF, whichever is less
04/01-05/31	8,800 cfs from midnight to 7:00 pm or the NRF, whichever is less and 6,500 cfs from 7:00 pm to midnight or the NRF, whichever is less.
06/01-06/15	6,800 cfs or the NRF, whichever is less
06/16-06/30	5,800 cfs or the NRF, whichever is less
07/01-08/31 ¹	1,800 cfs or 90% of the NRF, whichever is less
09/01-11/15 ¹	1,500 cfs or 90% of the NRF, whichever is less
11/16-11/30 ¹	1,500 cfs or 90% of the NRF, whichever is less
12/01-12/31	3,800 cfs or NRF, whichever is less

¹From July 1 to November 30, the Minimum Flow below Cabot Station is 1,800 (07/01-08/31) and 1,500 cfs (09/01-11/30) or 90% of the NRF, whichever is less. If the Minimum Flow below Cabot Station is reduced by 10% during these periods, it will not be taken from the Turners Falls Dam Minimum Flow (Article A110).

The Minimum Flow below Cabot Station may be temporarily modified if required by equipment malfunction or operating emergencies reasonably beyond the control of the Licensee. If the Minimum Flow below Cabot Station is so modified, the Licensee shall notify the Commission, MDEP, MDFW, NMFS, and USFWS as soon as possible, but no later than 10 days after such incident. The Minimum Flow below Cabot Station may also be temporarily modified for short periods upon mutual agreement with the Licensee for the Northfield Mountain Pumped Storage Project (FERC No. 2485), MDEP, MDFW, NMFS and USFWS, and upon 5 days’ notice to the Commission.

Article A140. Cabot Station Ramping Rates

Upon license issuance until 3 years after license issuance, the Licensee shall ramp Cabot Station as follows.

Date	Cabot Station Ramping Rates¹
04/01-06/30	Up and Down Ramping at a rate of 2,300 cfs/hour
07/01-08/15	Up Ramping at a rate of 2,300 cfs/hour from 8:00 am to 2:00 pm

Three years after license issuance, the Licensee shall ramp Cabot Station as follows.

Date	Cabot Station Ramping Rate¹
04/01-06/30	Up and Down Ramping at a rate of 2,300 cfs/hour

¹If the NRF is greater than the sum of the hydraulic capacity of Cabot Station and Station No. 1 and the Minimum Flow below Turners Falls Dam in effect at the time, the Cabot Station up-ramping rates will not apply.

The Cabot Station Ramping Rates above will take precedence over the Flow Stabilization below Cabot Station (Article A160).

The Cabot Station Ramping Rates may be temporarily modified if required by equipment malfunction or operating emergencies reasonably beyond the control of the Licensee. If the Cabot Station Ramping Rates are so modified, the Licensee shall notify the Commission, MDEP, MDFW, NMFS, and USFWS as soon as possible, but no later than 10 days after such incident. The Cabot Station Ramping Rate may also be temporarily modified for short periods upon mutual agreement with the Licensee for the Northfield Mountain Pumped Storage Project (FERC No. 2485), MDEP, MDFW, NMFS, and USFWS, and upon 5 days' notice to the Commission.

Article A150. Flow Stabilization below Cabot Station and Allowable Deviations for Flexible Operations

Three years after license issuance, the Licensee shall maintain $\pm 10\%$ of the NRF below Cabot Station as follows.

Date	Flow Stabilization below Cabot Station ¹
04/01-05/15 ²	Provide $\pm 10\%$ of the NRF below Cabot Station from 7:00 pm to midnight, with allowable deviations up to $\pm 20\%$ of the NRF for up to 22 hours total from 04/01-05/15 (the 22 hours will be used from 7:00 pm to midnight).
05/16-05/31 ²	Provide $\pm 10\%$ of the NRF below Cabot Station from 7:00 pm to midnight, with allowable deviations up to $\pm 20\%$ of the NRF for up to 18 hours total from 05/16-05/31 (the 18 hours will be used from 7:00 pm to midnight).
06/01-06/15 ²	Provide $\pm 10\%$ of the NRF below Cabot Station with allowable deviations up to $\pm 20\%$ of the NRF for up to 7 hours total from 06/01-06/15.
06/16-06/30 ²	Provide $\pm 10\%$ of the NRF below Cabot Station with allowable deviations up to $\pm 20\%$ of the NRF for up to 7 hours total from 06/16-06/30.
07/01-08/15 ³	Provide $\pm 10\%$ of the NRF below Cabot Station with allowable deviations up to $\pm 20\%$ of the NRF for up to 55 hours total from 07/01-08/15.
08/16-08/31 ³	Provide $\pm 10\%$ of the NRF below Cabot Station with allowable deviations up to $\pm 20\%$ of the NRF for up to 27 hours total from 08/16-08/31.
09/01-10/31 ³	Provide $\pm 10\%$ of the NRF below Cabot Station with allowable deviations up to $\pm 20\%$ of the NRF for up to 44 hours total from 09/01-10/31.
11/01-11/30 ³	Provide $\pm 10\%$ of the NRF below Cabot Station with allowable deviations up to $\pm 20\%$ of the NRF for up to 11 hours total from 11/01-11/30.

¹If the NRF is greater than the sum of the hydraulic capacity of Cabot Station and Station No. 1 and the Minimum Flow below Turners Falls Dam in effect at the time, the Flow Stabilization below Cabot Station will not apply.

²From April 1 to June 30, the NRF flow may be reduced by 10% or up to 20% for select hours. If the NRF is reduced during this period, the flow will be taken from Cabot Station generation.

³From July 1 to November 30, the NRF flow may be reduced by 10% or up to 20% for select hours. If the NRF is reduced during this period, the flow will not be taken from the Turners Falls Dam Minimum Flow.

Beginning three years after license issuance, the Licensee may deviate from the Flow Stabilization below Cabot Station and Cabot Station Ramping Rates (Article A140) for a certain number of hours in July, August, September, October and November, hereinafter referred to as flexible operations.

The Licensee has restricted discretionary flexible operating capability to respond to elevated energy prices, as defined in paragraph (a) below, from July 1 to November 30, as well as unrestricted capability to respond to emergencies, Independent System Operator-New England (ISO-NE, or its successors) transmission and power system requirements, and other regulatory requirements as defined in paragraph (b) below.

- (a) The Licensee may deviate from the Flow Stabilization below Cabot Station and Cabot Station Ramping Rates (Article A140). The number of hours of flexible operations, which may be used at the discretion of the Licensee are as follows.

Date	Allowable Deviations from Cabot Station Ramping Rates (Article A140) and Flow Stabilization below Cabot Station
07/01-07/31	20 hours of flexible operations with no more than 7 flexible events per month
08/01-08/31	26 hours of flexible operations with no more than 7 flexible events per month
09/01-09/30	23 hours of flexible operations with no more than 7 flexible events per month
10/01-10/31	20 hours of flexible operations with no more than 7 flexible events per month
11/01-11/30	28 hours of flexible operations with no more than 7 flexible events per month

- (b) If compliance with the Flow Stabilization below Cabot and Cabot Station Ramping Rates (Article A140) would cause the Licensee to violate or breach any law, any applicable license, permit, approval, consent, exemption or authorization from a federal, state, or local governmental authority, any applicable agreement with a governmental entity, the Licensee may deviate from the Flow Stabilization below Cabot and Cabot Station Ramping Rates (Article A140) to the least degree necessary to avoid such violation or breach. The Licensee may also deviate from the Flow Stabilization below Cabot and Cabot Station Ramping Rates for the following reasons:

- (1) To implement Flood Flow Operations as defined in Article A160.
- (2) To perform demonstrations of the resources' operating capabilities under ISO-NE, or its successors, rules and procedures such as, maintaining the Licensee's capacity accreditation (or its successor) or its fast start reserve eligibility. The Licensee shall seek to perform these demonstrations at times that will not cause it to deviate from the conditions in Articles A110-A150, with recognition that April 1 to June 30 should be avoided, to the maximum extent possible.
- (3) To manage the Turners Falls Impoundment to stay within its licensed operating limits in Article A180, with recognition that deviations from April 1 to June 30 should be avoided to the maximum extent possible.
- (4) If compliance with Articles A110-A150 would cause a public safety hazard or prevent timely rescue.

*ISO-NE, or its successors, (or another recognized entity with responsibilities for regional energy and capacity supply) requirements are circumstances when ISO-NE requires the Licensee to be fully available and, if necessary, responsive.

The Flow Stabilization below Cabot Station may be temporarily modified if required by equipment malfunction or operating emergencies reasonably beyond the control of the Licensee. If the Flow Stabilization below Cabot Station is so modified, the Licensee shall notify the Commission, MDEP, MDFW, NMFS, and USFWS as soon as possible, but no later than 10 days after such incident. The Flow Stabilization below Cabot Station may also be temporarily modified for short periods upon mutual agreement with the Licensee for the Northfield Mountain Pumped Storage Project (FERC No. 2485), MDEP, MDFW, NMFS, and USFWS, and upon 5 days' notice to the Commission.

Article A160. Flood Flow Operations

Upon license issuance, the Licensee shall operate the Project in accordance with its existing agreement with the United States Army Corps of Engineers (USACE). This agreement, memorialized in the Reservoir and River Flow Management Procedures (1976), as it may be amended from time to time, governs how the Turners Falls Project will operate during flood conditions and coordinate its operations with the Licensee of the Northfield Mountain Pumped Storage Project (FERC No. 2485).

Article A170. Cabot Station Emergency Gate Use

Upon license issuance, the Licensee will use the Cabot Station Emergency Gates under the following conditions: a) a Cabot load rejection which could cause overtopping of the canal, b) dam safety issues such as potential canal overtopping or partial breach, and c) to discharge up to approximately 500 cfs from April 1 to June 15 for debris management. The Licensee shall avoid discharging flows higher than 500 cfs through the gates from April 1 to June 15 if practicable; however, if necessary to discharge higher flows, the Licensee shall coordinate with NMFS to minimize potential impacts to Shortnose Sturgeon in the area below Cabot Station.

Article A180. Turners Falls Impoundment Water Level Management

Upon license issuance, the Licensee shall operate the Turners Falls Impoundment, as measured at the Turners Falls Dam, as follows:

- (a) Maintain water levels between elevation 176.0 feet and 185.0 feet National Geodetic Vertical Datum of 1929 (NGVD29).
- (b) Limit the rate of rise of the Turners Falls Impoundment water level to be less than 0.9 feet/hour from May 15 to August 15 from 8:00 am to 2:00 pm. However, if the NRF is greater than the sum of the hydraulic capacity of Cabot Station and Station No. 1 and the Minimum Flow below Turners Falls Dam in effect at the time, the Turners Falls Impoundment rate of rise requirement will not apply.
- (c) The rate of rise of the Turners Falls Impoundment may be temporarily modified if required by equipment malfunction or operating emergencies reasonably beyond the control of the Licensee. If the rate of rise of the Turners Falls Impoundment is so modified, the Licensee shall notify the Commission, MDEP, MDFW, NMFS, and USFWS as soon as possible, but no later than 10 days after

such incident. The rate of rise of the Turners Falls Impoundment may also be temporarily modified for short periods upon mutual agreement with the Licensee for the Northfield Mountain Pumped Storage Project (FERC No. 2485), MDEP, MDFW, NMFS, and USFWS, and upon 5 days' notice to the Commission.

- (d) The Licensee may increase the allowable NRF deviation from $\pm 10\%$ to $\pm 20\%$ to better manage Turners Falls Impoundment water levels. The increased flow deviation is limited by the number of hours shown in the first table of Article A150. This allowance for an increased flow deviation is in addition to the exceptions outlined in paragraphs (a) and (b) of Article A150. As such, the increased flow allowable deviations outlined in this paragraph will not count against any time allotment for exceptions outlined in paragraphs (a) and (b) of Article A150. Similarly, operations meeting the exception criteria outlined in paragraphs (a) and (b) of Article A150 will not count against any time allotment for allowable deviations outlined in this paragraph. Allowable flow deviations in excess of $\pm 10\%$ of NRF resulting from conflicting operational requirements will not count against any time allotment for allowable deviations outlined in this paragraph.

Article A190. Project Operation, Monitoring and Reporting Plan

Within 1 year of license issuance, the Licensee shall file with the Commission, for approval, a Project Operation, Monitoring and Reporting Plan describing how the Licensee will document compliance with the operating conditions. The Plan will include the following:

- (a) a description of how the Licensee will comply with Minimum Flows below Turners Falls Dam (Article A110), Total Minimum Bypass Flows below Station No. 1 (Article A120), Minimum Flows below Cabot Station (Article A130), Cabot Station Ramping Rates (Article A140), Flow Stabilization below Cabot Station (Article A150, implementation starting 3 years after license issuance), and Turners Falls Impoundment Water Level Management (Article A180). These are collectively referred to hereinafter as the operating requirements.
- (b) a provision to file with the Commission, after consultation with the MDEP, MDFW, NFMS, and USFWS, a minimum flow and operation compliance report detailing implementation of the plan, including any allowable deviations that occurred during the reporting period. For the period January 1 to March 31 and July 1 to December 31, the compliance report, including any deviations, will be filed with the Commission by March 1 of the following year. For the months of April, May and June, the monthly compliance report, including any deviations, will be filed with the Commission on June 1, July 1 and August 1, respectively. Upon license issuance until 3 years thereafter, the Licensee shall document on an hourly basis for each day any allowable deviations from the Cabot Station Ramping Rates (Article A140) and demonstrate progress towards meeting the Flow Stabilization below Cabot Station (Article A150). Beginning three years after license issuance until license expiration, the Licensee shall document on an hourly basis for each day any allowable deviations from the Cabot Station Ramping Rates restrictions (Article A150) and Flow Stabilization below Cabot Station restrictions (Article A160). Each day, from April 1 to November 30, the Licensee shall record any allowable deviations in a spreadsheet showing the daily deviations, the reason for the deviation, the number of hours, and scope. The Licensee shall provide the total number of deviations to the MDEP, MDFW, NFMS, and USFWS per the reporting schedule above. Allowable deviations will be tracked as follows:

- Identify Allowable Deviations: The Licensee shall record the NRF, Turners Falls Dam discharge, Station No. 1 discharge, Cabot Station discharge and total Turners Falls Project discharge (below the Cabot Station tailrace) at the top of each hour. Allowable deviations in both the Cabot Station Ramping Rate and Flow Stabilization below Cabot Station requirements will be recorded. At the top of each hour, the Licensee shall record the change in Cabot Station discharge from the previous hour to determine if any deviation has occurred from the agreed upon Cabot Station Ramping Rate. In addition, the NRF (as detailed in paragraph (b) of the “Operational Regime” section) will be compared with the recorded total Turners Falls Project discharge in a given hour to identify if a Flow Stabilization below Cabot Station deviation occurred over the past hour. Any deviation of either the Cabot Station Ramping Rate or total Turners Falls Project discharge within the hour will be counted in one-hour increments.
- Categorize Allowable Deviations: When an allowable deviation is identified it will be categorized as either Regulatory, as detailed in paragraph (b) of Article A150, NRF Allowance, as detailed in paragraph (d) of the Article A180 or Discretionary, as detailed in paragraph (a) of Article A150.

The Licensee shall develop the Plan after consultation with MDEP, MDFW, NMFS, and USFWS. The Licensee shall include with the Plan documentation of consultation after it has been prepared and provided to MDEP, MDFW, NMFS, and USFWS. The Licensee shall provide a minimum of 30 days for MDEP, MDFW, NMFS, and USFWS to comment and to make recommendations before filing the Plan with the Commission. If the Licensee does not adopt a recommendation, the filing will include the Licensee’s reasons, based on project-specific information.

The Commission reserves the right to require changes to the Plan. Implementation of the Plan will not begin until the Licensee is notified by the Commission that the Plan is approved. Upon Commission approval, the Licensee shall implement the Plan, including any changes required by the Commission.

Article A200. Flow Notification and Website

Within 1 year of license issuance, the Licensee shall provide the following information year-round on a publicly available website:

- (a) On an hourly basis, the Turners Falls Impoundment water elevation, as measured at the Turners Falls Dam, the Turners Falls Dam total discharge, and the Station No. 1 discharge.
- (b) On an hourly basis, the anticipated Turners Falls Dam total discharge and the anticipated Station No. 1 discharge for a 12-hour window into the future. Should the Licensee deviate from passing the 12-hour previous NRF from December 1 to May 31 or the 12-hour average NRF from June 1 to November 30, it will post the revised flows (in the 12-hour look ahead window) to a website as soon as practicable after they are known. Should the Licensee of the Vernon Hydroelectric Project provide the Licensee with flow data more than 12 hours in advance, the Licensee shall publish the information sooner.
- (c) Within one month prior to its annual power canal drawdown, the Licensee shall post on its website the starting and ending time/date of the drawdown, which will last at least 4 days. Throughout the

duration of the canal drawdown, the NRF, as defined in Article A110, will be maintained below the Turners Falls Dam.

Article A300. Fish Passage Facilities and Consultation

The Licensee shall implement the following fish passage measures on the schedule specified. When due dates cited in this and other articles are in “years after license issuance,” this shall mean on the appropriate date in the specified calendar year after license issuance, regardless of the quarter in which the license is issued. For example, “Year 1 after license issuance” begins on the first January 1 following license issuance.

Upstream Fish Passage

- (a) construct a Spillway Lift at the Turners Falls Dam to be operational no later than April 1 of Year 9 after license issuance.
- (b) rehabilitate the Gatehouse Trapping facility (sampling facility) to be operational no later than April 1 of Year 9 after license issuance.
- (c) retire, either by removal or retaining in place, the Cabot Ladder and the power canal portions of the Gatehouse Ladder within 2 years after the Spillway Lift becomes operational.
- (d) install and operate interim upstream eel passage in the vicinity of the existing Spillway Ladder within 1 year of license issuance and continue operating it until permanent upstream eel passage facilities are operational. The Licensee shall consult MDFW, NMFS, and USFWS on the location and design of the interim eelway(s).
- (e) conduct up to 2 years of eelway siting studies after the Spillway Lift becomes operational, using a similar methodology to relicensing Study 3.3.4 for both years. Based on the siting survey results, design, construct, operate, and maintain up to two permanent upstream eel passage facilities at the Turners Falls Project no later than 3 years after completing the final siting survey. The Licensee shall consult MDFW, NMFS, and USFWS on the location of the two permanent upstream eel passage facilities. The final eelway siting will take into account the ability to maintain the eelway(s) in light of spillage conditions at the Turners Falls Project. The Licensee will not be required to place any eelways at the foot of any active spillway structures.

Downstream Fish Passage

- (f) Within 4 years¹ of license issuance, replace the existing Cabot Station trashrack structure with a new full depth trashrack with 1-inch clear spacing. The new trashracks will have multiple openings for fish passage, including openings on the top and bottom of the water column. The Licensee will attempt to maximize the hydraulic capacity of these openings within the constraints of the conveyance mechanisms. The Licensee will base detailed design alternatives on the following conceptual design; however, the Parties will remain flexible on design alternatives as necessary to meet fish passage goals.

The new trashrack will have multiple surface entrances including a.) between Cabot Units 2 and 3; b.) between Cabot Units 4 and 5; and c.) at the right wall of the intake (looking downstream) at Cabot

Unit 6. The openings will be 3-foot-wide by 2-foot-tall and will connect to the existing trash trough located behind the racks. Each opening at the top of the trashrack will have an approximate hydraulic capacity of 24 cfs, and the existing trash trough will convey a total hydraulic capacity of approximately 72 cfs from these openings. The new trashrack will have an additional entrance near the bottom at the left wall of the intake (looking downstream) at Unit 1. This entrance will be approximately 3-foot-wide by 3-foot-tall and will connect to a vertical pipe to safely convey fish to the existing trash trough or log sluice. This entrance will be sized to provide a velocity that attracts fish to the bypass relative to the turbine intakes (approximately 5 feet-per-second). In addition to the entrances integral to the new trashrack structure, fish will be conveyed via a new uniform acceleration weir (UAW) and log sluice. The log sluice will be resurfaced to limit turbulence and injury to migrants. A steel panel (or equivalent) will be provided below the UAW to exclude migrants from being delayed in the space below the UAW. Total flow from all downstream passage components at Cabot Station will be 5% (685 cfs) of maximum hydraulic station capacity (13,728 cfs). The conveyance at each bypass entrance will be determined during the design phase.

- (g) Within 4 years¹ of license issuance, construct a ¾-inch clear-spaced bar rack at the entrance to the Station No. 1 branch canal.

¹Relative to the Cabot Intake Protection and Downstream Passage Conveyance and the Station No. 1 Bar Rack, the times cited are from license issuance based on the time needed to complete construction. The actual first year of operation of these two facilities will depend on when the license is issued. If the License is issued in quarter 1 (Q1, Jan 1-Mar 31) then these two facilities will be operational no later than April 1 of Year 4 after license issuance; if it is issued in Q2 then these two facilities will be operational no later than August 1 of Year 4 after license issuance; and if it is issued after Q2 then these two facilities will be operational no later than April 1 of Year 5 after license issuance.

- (h) Construct a plunge pool downstream of the Turners Falls Dam Bascule Gate No. 1 as part of the construction of the Spillway Lift, to be operational no later than April 1 of Year 9 after license issuance.

Consultation

For any new fish passage facility, the Licensee shall consult and obtain approval from MDFW, NMFS, and USFWS on the facility design and on operation and maintenance procedures. The Licensee shall consult MDFW, NMFS, and USFWS at the 30%, 60%, 90% and 100% design plan milestones. The Licensee shall file the 100% design plans with the Commission, along with documentation of consultation with MDFW, NMFS, and USFWS. If any fish passage adaptive management measures (AMMs) are implemented as discussed in Articles A320 and A330 and require facility design and operation and maintenance procedures, then the Licensee shall follow the same consultation process as the initial fish passage build-out.

The Commission reserves the right to require changes to the design plans. Implementation of the design plans will not begin until the Licensee is notified by the Commission that the design plans are approved. Upon Commission approval, the Licensee shall implement the design plans, including any changes required by the Commission.

Article A310. Schedule of Initial Effectiveness Testing, Consultation Process on Effectiveness Testing Study Plans, and Fish Passage Performance Goals

Schedule of Initial Effectiveness Testing

The Licensee shall complete construction of each fish passage facility, operate the fish passage facility for one season (shakedown year), and then conduct representative and quantitative fish passage effectiveness testing per the schedule below.

Facility	Operational/Shakedown Date	Initial Effectiveness Study Years and Locations to be Tested
Cabot Rack and Downstream Conveyance	Year 4 after license issuance ¹	Years 6-7, the Cabot Downstream Fish Passage Structure and Station No. 1 Rack will be tested.
Station No. 1 Bar Rack	Year 4 after license issuance ¹	
Turners Falls Dam Plunge Pool	Year 9 (by April 1 st) after license issuance	Years 10-11, the Turners Falls Plunge Pool and Spillway Lift will be tested.
Spillway Lift	Year 9 (by April 1 st) after license issuance	
Rehabilitate Gatehouse Trapping Facility (Sampling Facility)	Year 9 (by April 1 st) after license issuance	Not Applicable
Retire Cabot Ladder and Portions of Gatehouse Ladder	No later than Year 11 after license issuance (tied to within 2 years after the Spillway Lift becomes operational).	Not Applicable
Permanent Eel Passage Structure(s)	Year 13 after license issuance	Year 14, the internal efficiency of the permanent eel passage structure(s) will be tested.

¹Relative to the Cabot Intake Protection and Downstream Passage Conveyance and the Station No. 1 Bar Rack, the times cited are from license issuance based on the time needed to complete construction. The actual first year of operation of these two facilities will depend on when the license is issued. If the license is issued in quarter 1 (Q1, Jan 1-Mar 31) then these two facilities will be operational no later than April 1 of Year 4 after license issuance; if it is issued in Q2 then these two facilities will be operational no later than August 1 of Year 4 after license issuance; and if it is issued after Q2 then these two facilities will be operational no later than April 1 of Year 5 after license issuance.

Consultation Process on Effectiveness Study Plans

For any initial fish passage effectiveness studies and any subsequent fish passage effectiveness studies required after implementing any AMMs described in Article A320 and A330, the Licensee shall provide the effectiveness study plans to MDFW, NMFS, and USFWS and request comments on the study plans within 30 days. The Licensee shall consult MDFW, NMFS, and USFWS and obtain their approval on the study plans before conducting the effectiveness studies. The Licensee shall file the effectiveness study plans with the Commission, along with any consultation records.

Fish Passage Performance Goals

The Licensee shall compare the effectiveness study results to the following fish passage performance goals:

Downstream Passage

- 95% of juvenile American Shad arriving 500 meters upstream of the Turners Falls Dam survive migration past the Turners Falls Project within 24 hours.
- 95% of adult American Shad arriving 1 kilometer upstream of the Turners Falls Dam survive migration past the Turners Falls Project within 24 hours.
- 95% of American Eel arriving 1 kilometer upstream of the Turners Falls Dam survive migration past the Turners Falls Project within 48 hours of a flow event. The definition of what constitutes a flow event shall be determined by the Licensee in consultation with MDFW, NMFS and USFWS during effectiveness study plan development.

The downstream passage at the Turners Falls Project is project wide and will include all routes of passage (e.g., spill, fish bypass, and turbine passage).

Upstream Passage

- 75% of adult American Shad arriving 500 meters below Cabot Station successfully pass into the Turners Falls Impoundment within 48 hours. The 75% passage efficiency for American Shad will be based on the first 90% of the American Shad run. The effectiveness testing will be conducted over the entire adult American shad run, but the 75% passage efficiency goal will be based on the first 90% of the run as determined by the Licensee as *a posteriori* analysis of run counts. The Licensee will determine where and how run counts will occur in consultation with MDFW, NMFS and USFWS during effectiveness study plan development. The Licensee, MDFW, NMFS and USFWS will revisit whether the 75% passage efficiency goal is achievable or should be reduced, and whether the 48-hour time-to-pass goal is achievable or should be increased, after implementing the first (Tier 1) and second (Tier 2) round of AMMs as described in Article A330.
- An internal passage efficiency of 95% within the permanent passage structure(s) for American Eel. The 95% internal efficiency assumes it is possible for the Licensee to successfully tag up-migrating eels. The Licensee shall consult MDFW, NMFS, and USFWS on the appropriate size American eel, based on available technology, to test the internal efficiency.

Article A320. Downstream Fish Passage- Initial Effectiveness Studies, Adaptive Management Measures and Subsequent Effectiveness Studies

Initial Effectiveness Studies- Years 6 and 7

The Licensee shall conduct initial effectiveness testing in Years 6 and 7 (see Article 310) to evaluate the fish passage survival and time-to-pass of the newly constructed Station No. 1 bar rack and Cabot Rack and Conveyance Structure and compare the findings at individual components (e.g., Cabot Station and Station No. 1) to the performance goals in Article 310. The Licensee shall develop reports by February 1 of Years 7 and 8 for adult American Shad and by April 1 of Years 7 and 8 for juvenile American Shad and adult American Eel summarizing the survival study findings and provide it to MDFW, NMFS, and USFWS. The Licensee shall consult MDFW, NMFS, and USFWS on the effectiveness study results and determine what, if any, adaptive management measures (AMMs) may be implemented from the table below. The Licensee will target any AMMs to those locations where fish passage performance goals are not achieved. The

Licensee shall file a report with the Commission to include the effectiveness testing report and documentation of any AMMs agreed to by the Licensee, MDFW, NMFS, and USFWS, along with any consultation records. If warranted, the Licensee shall consult MDFW, NMFS, and USFWS on when to implement the Round 1 AMMs at Station No. 1 and/or Cabot Station.

Effectiveness Testing of Round 1 AMMs at Station No. 1 and/or Cabot Station and Initial Effectiveness Testing at Turners Falls Dam Plunge Pool- Years 10 and 11

The Licensee shall conduct Round 1 AMM effectiveness testing at Station No. 1 and/or Cabot Station and initial effectiveness testing of the Turners Falls Dam plunge pool in Years 10 and 11. The Licensee shall:

- Compare the effectiveness study results to the performance goals in Article 310.
- Provide the effectiveness study report to MDFW, NMFS, and USFWS by February 1 of Years 11 and 12 for adult American Shad and by April 1 of Years 11 and 12 for juvenile American Shad and adult American Eel summarizing the survival study findings.
- Consult MDFW, NMFS, and USFWS to determine what, if any AMMs may be implemented from the table below and target AMMs to those locations where passage performance goals are not achieved.
- File the effectiveness study report and documentation of any AMMs with the Commission.

If warranted, the Licensee shall consult MDFW, NMFS and USFWS on when to implement any Round 2 AMMs at Station No. 1 and/or Cabot Station and Round 1 AMMs at the Turners Falls Dam plunge pool.

Effectiveness Testing of Round 2 AMMs at Station No. 1 and/or Cabot Station and Round 1 AMMs at Turners Falls Dam Plunge Pool- Years 14 and 15

The Licensee shall conduct Round 2 AMM effectiveness testing at Station No. 1 and/or Cabot Station and Round 1 AMMs at the Turners Falls Dam plunge pool in Years 14 and 15. The Licensee shall follow the same consultations steps bulleted above; however, the Licensee shall provide the effectiveness study report to MDFW, NMFS, and USFWS by February 1 of Years 15 and 16 for adult American Shad and by April 1 of Years 15 and 16 for juvenile American Shad and adult American Eel.

If warranted, the Licensee shall consult MDFW, NMFS and USFWS on when to implement any Round 3 AMMs at Station No. 1 and/or Cabot Station and Round 2 AMMs at the Turners Falls Dam plunge pool.

Effectiveness Testing of Round 3 AMMs at Station No. 1 and/or Cabot Station and Round 2 AMMs at Turners Falls Dam Plunge Pool- Years 18 and 19

The Licensee shall conduct Round 3 AMM effectiveness testing at Station No. 1 and/or Cabot Station and Round 2 AMMs at the Turners Falls Dam plunge pool in Years 18 and 19. The Licensee shall follow the same consultations steps bulleted above however, the Licensee shall provide the effectiveness study report to MDFW, NMFS, and USFWS by February 1 of Years 19 and 20 for adult American Shad and by April 1 of Years 19 and 20 for juvenile American Shad and adult American Eel.

No other AMMs other than those in the table below will be implemented for the first 25 years of the license unless expressly agreed to by the Licensee, MDFW, NMFS, and USFWS. In addition, Cabot Station

shutdowns will not be included at any time over the life of the license unless expressly agreed to by the Licensee, MDFW, NMFS, and USFWS.

Downstream Adaptive Management Measures

Adaptive Management Measure (if needed)	Timing
<u>Turners Falls Dam</u> <ul style="list-style-type: none"> • Modify the bascule gate setting(s) and resultant spill (rate, location). 	Initial Effectiveness Testing at Cabot Station and Station No. 1: Years 6-7.
<u>Station No. 1</u> <ul style="list-style-type: none"> • Install a behavioral barrier. 	Initial Effectiveness Testing at Turners Falls Dam Plunge Pool and Round 1 Effectiveness Testing for any AMMs implemented at Cabot Station and/or Station No. 1 (if needed): Years 10-11.
<u>Cabot Station</u> <ul style="list-style-type: none"> • Modify the downstream passage conveyance design to reduce impact velocities and shear stresses (e.g., pump-back system; gradient reduction; piping, lining); • Modify the downstream passage conveyance design to increase water depth; • Modify the area of flow convergences of the trash trough, Uniform Acceleration Weir, eel pipe, and sluiceway; • Modify the area of flow convergence of the sluiceway and the receiving waters in the Connecticut River (e.g., adjustable lip, velocity control, and plunge pool depth) 	Round 2 AMM Effectiveness Testing at Cabot Station and/or Station No. 1 (if needed) and Round 1 Effectiveness Testing at Turners Falls Dam Plunge Pool (if needed): Years 14-15 Round 3 AMM Effectiveness Testing at Cabot Station and/or Station No. 1 (if needed) and Round 2 Effectiveness Testing at Turners Falls Dam Plunge Pool (if needed): Years 18-19

Article A330. Upstream Fish Passage Initial Effectiveness Studies, Adaptive Management Measures and Subsequent Effectiveness Testing

Initial Effectiveness Testing of Adult American Shad- Years 10 and 11

The Licensee shall conduct initial effectiveness testing in Years 10 and 11 (see Article 310) to evaluate upstream fish passage efficiency and time-to-pass at the Cabot Station tailrace, Rawson Island, Station No. 1 tailrace, and at the Spillway Lift through the Gatehouse Ladder exit and compare the findings to the performance goals in Article 310. The Licensee shall develop a report by February 1 of Years 11 and 12 for adult American Shad summarizing the effectiveness study findings and provide it to MDFW, NMFS, and USFWS. The Licensee shall consult MDFW, NMFS, and USFWS on the effectiveness study results and determine what, if any, Tier 1 adaptive management measures (AMMs) from the table below may be implemented.

The Licensee’s implementation of Tier 1 AMMs, if warranted, will be informed by the initial effectiveness testing results. While the overall passage efficiency goal is 75% in 48 hours, there are four locations (or nodes) of interest, where the Licensee can provide enhancements as part of the AMMs for upstream passage efficiency including Cabot Station, Rawson Island, Station No. 1 and the Spillway Lift. If the individual passage efficiency at all four locations is 90% or higher, or if the overall passage efficiency goals are met, no Tier 1 AMMs will be implemented. If the individual passage efficiency at any of the four

locations is less than 90%, the Licensee shall target Tier 1 enhancements to achieve an individual location passage efficiency of 90% or higher. However, if the Licensee, MDFW, NMFS, and USFWS agree that improvements can be made at other nodes that would improve the overall passage efficiency a comparable amount as an enhancement to achieve an individual location/node to at least 90%, then that enhancement can be implemented.

If warranted, the Licensee shall consult MDFW, NMFS and USFWS on when to implement the Tier 1 AMMs.

Tier 1 Adaptive Management Measures Effectiveness Testing of Adult American Shad- Years 13 and 14

The Licensee shall conduct Tier 1 AMM effectiveness testing in Years 13 and 14 and conduct the following:

- The Licensee shall compare the effectiveness study results to the performance goals in Article 310.
- The Licensee shall provide the effectiveness study report to MDFW, NMFS and USFWS by February 1 of Years 14 and 15.
- At the election of the Licensee, the Licensee may provide the effectiveness study report to an Independent Peer Review Panel (IPRP) of experts to evaluate the study results. The IPRP will consist of one member selected by the Licensee, one member selected collectively by MDFW, NMFS, and USFWS, and one member selected jointly by the Licensee, MDFW, NMFS, and USFWS. After the IPRP's review of the effectiveness study findings, the IPRP will evaluate the ability to achieve the upstream fish passage performance goals in Article 310 and provide a summary report of its findings to the Licensee, MDFW, NMFS, and USFWS within 3 months of receiving the effectiveness study report.
- If the 75% passage efficiency/48-hour time-to-pass performance goal is not met, the Licensee shall consult MDFW, NMFS, and USFWS to determine whether the 75% passage efficiency goal is achievable or should be reduced, and/or the 48-hour time-to-pass goal is achievable or should be increased. Any modifications to the 75% passage efficiency/48-hour time-to-pass must be agreed to by the Licensee, MDFW, NMFS, and USFWS.
- The Licensee shall consult MDFW, NMFS, and USFWS to determine what, if any, AMMs will be implemented.
- The Licensee shall file the effectiveness study report and documentation of any AMMs with the Commission.

If warranted, the Licensee shall consult MDFW, NMFS and USFWS on when to implement either the remaining Tier 1 AMMs and/or Tier 2 AMMs.

Tier 1 and/or Tier 2 Adaptive Management Measures Effectiveness Testing of Adult American Shad- Years 18 and 19

The Licensee shall conduct any Tier 1 and/or Tier 2 AMM effectiveness testing in Years 18 and 19 and conduct the following:

- The Licensee shall compare the effectiveness study results to the performance goals in Article 310.

- The Licensee shall provide the effectiveness study report to MDFW, NMFS and USFWS by February 1 of Years 19 and 20.
- The Licensee shall file the effectiveness study report and documentation of any AMMs with the Commission.

If, after the Licensee implements additional Tier 1 AMMs and/or Tier 2 AMMs, the overall passage efficiency is greater than 65% or a lesser number as agreed to by the Licensee, MDFW, NMFS, and USFWS, and the overall time-to-pass is less than 60 hours or a higher number as agreed by the same group, then MDFW, NMFS, and USFWS will not exercise any reserved or other regulatory authority to require additional upstream fish passage measures or operational changes.

In no case will other AMMs, other than those in the table below, be implemented for the first 25 years of the license unless expressly agreed to by the Licensee, MDFW, NMFS and USFWS. In addition, in no event will MDFW, NMFS, and USFWS, exercise any reserved or other regulatory authority regarding upstream passage for the first 25 years of the license. In addition, Cabot Station shutdowns and construction of a Cabot Lift will not be required at any time over the life of the license.

Effectiveness Testing of Juvenile American Eel- Year 14

The Licensee shall conduct effectiveness testing in Year 14 to evaluate the internal efficiency of the permanent eelway structure(s) and compare the findings to the performance goals in Article 310.

Upstream Adaptive Management Measures- Tier 1 and 2

Adaptive Management Measure (if needed)	Schedule
Tier 1	
<p><u>Cabot Tailrace and Rawson Island Nodes</u></p> <ul style="list-style-type: none"> Upon license issuance, the Total Minimum Bypass Flow below Station No. 1 from June 1 to June 15 is 4,500 cfs (see Article A120). This AMM includes increasing the Total Minimum Bypass Flow below Station No. 1 from June 1 to June 15 to 6,500 cfs until 90% of the American Shad run enter the Spillway Lift, upon which the Total Minimum Bypass Flow below Station No. 1 will revert to 4,500 cfs. <p>If this adaptative management measure is enacted and after two years of effectiveness testing, it improves the fish passage efficiency and time-to-pass goals, this change may be implemented throughout the remainder of the license, subject to other adaptive management measures. However, even after this change, the 6,500 cfs will revert to 4,500 cfs when 90% of the adult American Shad run enter the Spillway Lift before or within the June 1 to 15 period. The indicator as to when the 90% of the adult American Shad run passes will be determined using a predictive model to be developed by the Licensee in consultation with MDFW, NMFS, and USFWS. The Licensee shall file with the Commission the predictive model results within 6 months of license issuance and it will be updated and/or refined with data collected over intervening years.</p> <p>If this change is implemented, from June 1 to June 15, the Minimum Flow below the Turners Falls Dam (Article A110) must be 4,290 cfs or the NRF, whichever is less; and the Total Minimum Bypass Flow below Station No. 1 (Article A130) must be 6,500 cfs or the NRF, whichever is less.</p> <p><u>Station No. 1 Node</u></p> <ul style="list-style-type: none"> Shift the distribution of the Total Minimum Bypass Flow below Station No. 1 (Article 120) to increase the Total Minimum Flow below Turners Falls Dam (Article 110) from April 1 to June 30 until 90% of the adult American Shad run enter the Spillway Lift, upon which it will revert back to the flow requirements in Articles A110 and A120. The Total Minimum Bypass Flow below Station No. 1 remains the same from April 1 to June 30 as described in Article 120. <p><u>Spillway Lift</u></p> <ul style="list-style-type: none"> Adjust the new plunge pool release and/or bascule gate operation and/or, Adjust the new fish lift attraction water and entrance conditions and/or, Adjust the timing and frequency of lift operations and/or; Adjust the entrance gate. 	<p>Years of Initial Effectiveness Testing: Years 10-11</p> <p>Time Needed to Implement AMM(s): Year 0 since all Tier 1 AMMs are operational</p> <p>Years of Post AMM Effectiveness Testing: Years 13-14</p>

Adaptive Management Measure (if needed)	Schedule
Tier 2	
<p><u>Cabot Tailrace Node</u></p> <ul style="list-style-type: none"> Install a behavioral barrier near the Cabot Station tailrace to guide fish upstream for passage at the Turners Falls Dam. If this AMM is implemented, then the Total Minimum Bypass Flow below Station No. 1 (Article A120) will be reduced from 6,500 cfs to 4,500 cfs (Tier 1 AMM) from June 1 to June 15 for the period of testing the Tier 2 measures. At the end of Tier 2 testing (and provided that the 6,500 cfs extension is not needed to significantly improve passage efficiency or time-to-pass at Rawson Island) either the increased flow of 6,500 cfs (June 1 to June 15) will be implemented or the behavioral barrier but not both unless it is demonstrated that both are needed to make a substantial improvement in passage efficiency or time-to-pass. <p><u>Rawson Island Node</u></p> <ul style="list-style-type: none"> If it is determined that the river channel adjacent to Rawson Island is inhibiting upstream fish passage, then constructing a zone of passage is an AMM. Prior to conducting any work associated with this AMM, the Licensee shall consult MDFW, NMFS, USFWS, recreational boating and Tribal interests and the NHESP on the design of the zone of passage. If the zone of passage is constructed, then the Total Minimum Bypass Flow below Station No. 1 will be reduced from 6,500 cfs to 4,500 cfs (Tier 1 AMM) from June 1 to June 15 for the period of testing the Tier 2 measures. At the end of Tier 2 testing (and provided that the 6,500 cfs extension is not needed to significantly improve passage efficiency or time-to-pass at Rawson Island) the 6,500 cfs will be reduced back to 4,500 cfs. <p><u>Station No. 1 Node</u></p> <ul style="list-style-type: none"> Install a behavioral barrier near the Station No. 1 tailrace to guide fish upstream for passage at the Turners Falls Dam. If this AMM is implemented, then the Turners Falls Dam Spill/Sum of Fall River, Turners Falls Hydro, LLC, Milton Hilton, LLL and Station No. 1 flow split will be returned to the 67%/33%, respectively, from April 1 to June 30. At the end of Tier 2 testing, either the increased Turners Falls Dam Minimum Flow component of the flow split used in Tier 1 will be implemented or the behavioral barrier, but not both, unless it is demonstrated that both are needed to make a substantial improvement in passage efficiency or time to pass. <p><u>Turners Falls Dam/Fish Lift Node</u></p> <ul style="list-style-type: none"> Internal structural modifications to improve hydraulics for fish movement, as necessary. 	<p>Time Needed to Implement AMM(s): Year 15-16</p> <p>Shakedown: Year 17</p> <p>Years of Post AMM Effectiveness Testing: Years 18-19</p>

Article A400. Bald Eagle Protection Plan

The Licensee shall implement the Bald Eagle Protection Plan dated January 2023.

Article A410. Bat Protection Measures

The Licensee shall implement the following measures to protect state or federally listed bat habitat: (1) avoid cutting trees equal to or greater than 3 inches in diameter at breast height within the Turners Falls Project boundary from April 1 through October 31, unless they pose an immediate threat to human life or property (hazard trees); and (2) where non-hazard trees need to be removed, only remove non-hazard trees between November 1 and March 31.

Turners Falls Hydroelectric Project (FERC Project Number 1889)

Bald Eagle Protection Plan



JANUARY 2023

BACKGROUND

The purpose of this plan is to guide the Licensee's management and maintenance of lands at the Turners Falls Hydroelectric Project (Project) over the new license term for the protection of bald eagles.

Although bald eagles have been removed from the endangered species list, bald and golden eagles are still protected under multiple federal laws and regulations including the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.

Bald eagles winter along the Connecticut River in the Project area. Bald eagles are known to perch in riverbank trees and forage over the Connecticut River in Project vicinity. As part of licensing, several bald eagles, adults and juveniles, have been observed perching or foraging in the Turners Falls Impoundment (TFI) and Northfield Mountain in both 2014 and 2015, and three occupied bald eagle nests were located within the study area. These nests were found downstream on Third Island (below Cabot Station), near Smead Island, Barton Island in Barton Cove, and along the east bank of the TFI across from Stebbins Island in the upper reaches of the TFI. Since the study, the Licensees staff at the Northfield Mountain Visitor Center have provided anecdotal information on two additional eagle nests located within the TFI. One is located in the vicinity of Kidd's Island either on the Island or the eastern shore in the Town of Northfield and one in Turners Falls, on the hillside in the general vicinity of the Turners Falls Airport runway.

PROTECTION MEASURES

Given the nature and scope of Project operations, no adverse effects on bald eagles are anticipated. In the event that tree removal or construction activities are necessary at the Project, the Licensee shall implement the conservation measures described below to avoid effects to bald eagles.

Prior to any tree clearing within the Project boundary or areas immediately adjacent to the Project boundary by the Licensee or its contractors, the area to be cleared will be observed for bald eagle nests by the Licensee. If practicable, the Licensee should also survey for nests within 660 feet of the proposed clearing because nests adjacent to clearing may also be indirectly affected. If such nests are discovered, the Licensee shall consult the Massachusetts Division of Fisheries and Wildlife (MDFW) and the United States Fish and Wildlife Service (USFWS) prior to tree-clearing activities and the tree-clearing activities shall be performed in accordance with the applicable regulations and guidance (i.e., the National Bald Eagle Management Guidelines, USFWS 2007, or as amended).

During the nesting season (January 1 through September 30), no tree clearing will occur within 330 feet of, and no construction activities will occur within 660 feet of, any known bald eagle nests by the Licensee or its contractors. The National Bald Eagle Management Guidelines advise against conducting external construction and land clearing activities within 660 feet of bald eagle nests during the breeding season. Additionally, the Guidelines recommend maintaining a year-round buffer between nests and tree clearing of at least 330 feet and a year-round buffer between external construction and nests of either 330 or 660 feet, depending on the construction's size, visibility, and local precedence. For any project-related construction activities, work that requires blasting or other activities that produce extremely loud noises within 1/2 mile of active nests will be avoided. The Licensee shall consult with the MDFW and USFWS regarding tree clearing or construction activities that cannot meet these conditions.

Appendix B. Protection, Mitigation, and Enhancement Measures Recommended to be Included in the New Northfield Mountain Pumped Storage Project License

Appendix B: Draft License Articles- Northfield Mountain Pumped Storage Project

Article B100. Project Operations

Upon license issuance, the Licensee shall:

- (a) operate the Northfield Mountain Pumped Storage Project in accordance with its existing agreement with the United States Army Corps of Engineers (USACE). This agreement, memorialized in the Reservoir and River Flow Management Procedures (1976), as it may be amended from time to time, governs how the Project will operate during flood conditions and coordinate its operations with the Licensee of the Turners Falls Hydroelectric Project (FERC No. 1889).
- (b) operate the Northfield Mountain Pumped Storage Project upper reservoir between elevation 1004.5 and 920.0 feet National Geodetic Vertical Datum of 1929 (NGVD29).

Article B200. Fish Intake Protection and Consultation

Intake Protection

The Licensee shall install a barrier net in front of the Northfield Mountain tailrace/intake, having 3/8-inch mesh on the top and 3/4-inch mesh on the bottom. The barrier net design shall be based on the conceptual design in the Amended Final License Application filed with the Commission in December 2020, as modified through consultation with MDFW, NMFS, and USFWS, from June 1 to November 15 to protect out-migrating American Shad and adult American Eel, to be operational no later than June 1 of Year 7 after license issuance.

Consultation

The Licensee shall consult and obtain approval from MDFW, NMFS, and USFWS on the barrier net design and on operation and maintenance procedures. The Licensee shall consult MDFW, NMFS, and USFWS at the 30%, 60%, 90% and 100% design plan milestones. The Licensee shall file the 100% design plans with the Commission, along with documentation of consultation with MDFW, NMFS, and USFWS.

The Commission reserves the right to require changes to the design plans. Implementation of the design plans must not begin until the Licensee is notified by the Commission that the design plans are approved. Upon Commission approval, the Licensee shall implement the design plans, including any changes required by the Commission.

Article B210. Initial Intake Protection Effectiveness Testing and Fish Passage Performance Goals

Initial Effectiveness Testing

The Licensee shall complete construction of the Northfield Mountain barrier net, operate the barrier net for one season (shakedown year), and conduct representative and quantitative effectiveness testing in Years 10 and 11 to evaluate the downstream fish passage survival and time-to-pass compared to the performance goals below.

Consultation Process on Effectiveness Study Plans

For any initial fish passage effectiveness studies and any subsequent fish passage effectiveness studies required after implementing any AMMs described in Article B220, the Licensee shall provide the

effectiveness study plans to MDFW, NMFS, and USFWS and request comments on the study plans within 30 days. The Licensee shall consult MDFW, NMFS, and USFWS and obtain their approval on the study plans before conducting the effectiveness study. The Licensee shall file the effectiveness study plans with the Commission, along with any consultation records.

Fish Passage Performance Goals

The Licensee shall compare the effectiveness study results to the following fish passage performance goals:

- 95% of juvenile American Shad arriving 500 meters upstream of the Northfield Mountain Pumped Storage Project tailrace survive migration past the Northfield Mountain Pumped Storage Project tailrace within 24 hours.
- 95% of adult American Shad arriving 1 kilometer upstream of the Northfield Mountain Pumped Storage Project tailrace survive migration past the Northfield Mountain Pumped Storage Project tailrace within 24 hours.
- 95% of American Eel arriving 1 kilometer upstream of the Northfield Mountain Pumped Storage Project tailrace survive migration past the Northfield Mountain Pumped Storage Project tailrace within 48 hours of a flow event. The definition of what constitutes a flow event shall be determined by the Licensee in consultation with MDFW, NMFS, and USFWS during effectiveness study plan development.

Article B220. Downstream Fish Passage- Initial Effectiveness Studies, Adaptive Management Measures and Subsequent Effectiveness Studies

Initial Effectiveness Studies- Years 10 and 11

The Licensee shall conduct initial effectiveness testing in Years 10 and 11 (Article B210) to evaluate the fish passage survival and time-to-pass of the newly constructed barrier net and compare the findings to the performance goals in Article B210. The Licensee shall develop a report by February 1 of Years 11 and 12 for adult American Shad and by April 1 of Years 11 and 12 for juvenile American Shad and adult American Eel summarizing the survival study findings and provide it to MDFW, NMFS, and USFWS. The Licensee shall consult MDFW, NMFS, and USFWS on the effectiveness study results and determine what, if any, adaptive managements measures (AMMs) may be implemented from the table below. The Licensee shall file a report with the Commission to include the effectiveness testing report and documentation of any AMMs agreed to by the Licensee, MDFW, NMFS, and USFWS, along with any consultation records. If warranted, the Licensee shall consult MDFW, NMFS and USFWS on when to implement any Round 1 AMMs.

Effectiveness Testing of Round 1 AMMs - Years 14 and 15

The Licensee shall conduct Round 1 AMM effectiveness testing in Years 14 and 15. The Licensee shall:

- Compare the effectiveness study results to the performance goals in Article B210.
- Provide the effectiveness study report to MDFW, NMFS, and USFWS by February 1 of Years 15 and 16 for adult American Shad and by April 1 of Years 15 and 16 for juvenile American Shad and adult American Eel.

- Consult MDFW, NMFS, and USFWS to determine what, if any AMMs may be implemented from the table below.
- File the effectiveness study report and documentation of any AMMs with the Commission.

If warranted, the Licensee shall consult MDFW, NMFS and USFWS on when to implement any Round 2 AMMs.

Effectiveness Testing of Round 2 AMMs - Years 17 and 18

The Licensee shall conduct Round 2 AMM effectiveness testing in Years 17 and 18. The Licensee shall follow the same consultations steps bulleted above; however, the Licensee shall provide the effectiveness study report to MDFW, NMFS, and USFWS by February 1 of Years 18 and 19 for adult American Shad and by April 1 of Years 18 and 19 for juvenile American Shad and adult American Eel.

No other AMMs other than those in the table below will be implemented for the first 25 years of the license unless expressly agreed to by the Licensee, MDFW, NMFS, and USFWS. In no event will MDFW, NMFS, and USFWS exercise any reserved or other regulatory authority regarding passage at the Northfield Mountain Pumped Storage Project intake/tailrace for the first 25 years of the license. In addition, Northfield pumping restrictions will not be included at any time over the life of the license unless expressly agreed to by the Licensee, MDFW, NMFS, and USFWS.

Downstream Adaptive Management Measures

Adaptive Management Measure (if needed)	Timing
<u>Northfield Mountain Intake/Tailrace</u> <ul style="list-style-type: none"> • Alter the arrangement and size of the net panels (e.g. extend depth of the smaller panels). • Improve maintenance measures for the net. 	Initial Effectiveness Testing of Barrier Net: Years 10-11. Round 1 AMM Effectiveness Testing (if needed): Years 14-15 Round 2 AMM Effectiveness Testing (if needed): Years 17-18

Article B300. Bald Eagle Protection Plan

The Licensee shall implement the Bald Eagle Protection Plan dated January 2023.

Article A310. Bat Protection Measures

The Licensee shall implement the following measures to protect state or federally listed bat habitat: (1) avoid cutting trees equal to or greater than 3 inches in diameter at breast height within the Northfield Mountain Pumped Storage Project boundary from April 1 through October 31, unless they pose an immediate threat to human life or property (hazard trees); and (2) where non-hazard trees need to be removed, only remove non-hazard trees between November 1 and March 31.

Northfield Mountain Project (FERC Project Number 2485)

Bald Eagle Protection Plan



JANUARY 2023

BACKGROUND

The purpose of this plan is to guide the Licensee's management and maintenance of lands at the Northfield Mountain Pumped Storage Project (Project) over the new license term for the protection of bald eagles.

Although bald eagles have been removed from the endangered species list, bald and golden eagles are still protected under multiple federal laws and regulations including the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.

Bald eagles winter along the Connecticut River in the Project area. Bald eagles are known to perch in riverbank trees and forage over the Connecticut River in Project vicinity. As part of licensing, several bald eagles, adults and juveniles, have been observed perching or foraging in the Turners Falls Impoundment (TFI) and Northfield Mountain in both 2014 and 2015, and two occupied bald eagle nests were located within the study area. These nests were found downstream on Third Island (below Cabot Station), near Smead Island, Barton Island in Barton Cove, and along the east bank of the TFI across from Stebbins Island in the upper reaches of the TFI. Since the study, the Licensees staff at the Northfield Mountain Visitor Center have provided anecdotal information on two additional eagle nests located within the TFI. One is located in the vicinity of Kidd's Island either on the Island or the eastern shore in the Town of Northfield and one in Turners Falls, on the hillside in the general vicinity of the Turners Falls Airport runway.

PROTECTION MEASURES

Given the nature and scope of Project operations, no adverse effects on bald eagles are anticipated. In the event that tree removal or construction activities are necessary at the Project, the Licensee shall implement the conservation measures described below to avoid effects to bald eagles.

Prior to any tree clearing within the Project boundary or areas immediately adjacent to the Project boundary by the Licensee or its contractors, the area to be cleared will be observed for bald eagle nests by the Licensee. If practicable, the Licensee should also survey for nests within 660 feet of the proposed clearing because nests adjacent to clearing may also be indirectly affected. If such nests are discovered, the Licensee shall consult the Massachusetts Division of Fisheries and Wildlife (MDFW) and the United States Fish and Wildlife Service (USFWS) prior to tree-clearing activities and the tree-clearing activities shall be performed in accordance with the applicable regulations and guidance (i.e., the National Bald Eagle Management Guidelines, USFWS 2007, or as amended).

During the nesting season (January 1 through September 30), no tree clearing will occur within 330 feet of, and no construction activities will occur within 660 feet of, any known bald eagle nests by the Licensee or its contractors. The National Bald Eagle Management Guidelines advise against conducting external construction and land clearing activities within 660 feet of bald eagle nests during the breeding season. Additionally, the Guidelines recommend maintaining a year-round buffer between nests and tree clearing of at least 330 feet and a year-round buffer between external construction and nests of either 330 or 660 feet, depending on the construction's size, visibility, and local precedence. For any project-related construction activities, work that requires blasting or other activities that produce extremely loud noises within 1/2 mile of active nests will be avoided. The Licensee shall consult with the MDFW and USFWS regarding tree clearing or construction activities that cannot meet these conditions.

**Appendix C. Measures Agreed to Among the Parties But Not to be Included in
New Project License**

ENVIRONMENTAL

Section C101. Ichthyoplankton Mitigation Fund (Northfield Mountain Project)

The Licensee of the Northfield Mountain Pumped Storage Project (FERC No. 2485) shall provide funding for habitat improvement projects and/or alosine management activities to offset the potential loss of ichthyoplankton through entrainment at the Northfield Mountain Pumped Storage Project. The Licensee shall make payments to the United States Fish and Wildlife Service or its designee per the schedule below by February 1 of each identified year.

Year after License Issuance	Amount
1	\$112,800
13	\$35,000
15	\$220,000
20	\$90,000
25	\$110,000
30	\$294,000
35	\$125,000
40	\$132,481
45	\$177,000
Total	\$1,296,281

Section C102. Cobblestone Tiger Beetle Fund (Turners Falls Project)

The Licensee of the Turners Falls Project (FERC No. 1889) shall provide funding for Cobblestone Tiger Beetle (CTB) conservation and management activities to provide a long-term net benefit to CTB in Massachusetts. The Licensee shall make payments to the Massachusetts Division of Fisheries and Wildlife or its designee per the schedule below by February 1 of each identified year.

Year after License Issuance	Amount
4	\$50,000
5	\$80,000
6	\$100,000
7	\$150,000
8	\$150,000
9	\$150,000
10	\$150,000
11	\$75,000
12	\$75,000
Total	\$980,000

OPERATIONS

Section C103. Agency Support for Flow Data from Licensee of Vernon Hydroelectric Project (Turners Falls and Northfield Mountain Projects)

The Massachusetts Division of Fisheries and Wildlife (MDFW) and Massachusetts Natural Heritage and Endangered Species Program (NHESP) shall independently request from the Commission, at the same time the Settlement Agreement is filed, that the Licensee of the Vernon Hydroelectric Project (Vernon Project, FERC No. 1904) shall provide to the Licensees of the Turners Falls Hydroelectric Project (FERC No. 1889) and Northfield Mountain Pumped Storage Project (FERC No. 2485) the following upon license issuance:

- Electronically provide by 8:00 am of each day, the next day's 24 hour anticipated Vernon Project total discharge. The next day's 24-hour anticipated Vernon Project total discharge will be updated once the day ahead power bidding market closes and Independent System Operator-New England (ISO-NE) issues the day ahead schedule. If ISO-NE updates the day ahead hourly Vernon Project total discharge, then that revised schedule shall be provided to the Licensees within 2 hours of the Vernon Project Licensee receiving an update from ISO-NE.
- Electronically provide the instantaneous Vernon Hydroelectric Project total discharge and tailwater elevation.

Section C104. Licensee Reporting on Flow Stabilization below Cabot Station Measures for Years 1 -3 after License Issuance (Turners Falls Project)

Upon license issuance, the Licensee shall implement the proposed Flow Stabilization below Cabot Station as defined in Article A150. *Flow Stabilization below Cabot Station and Allowable Deviations for Flexible Operations*¹, recognizing that it will not be required to demonstrate to the Federal Energy Regulatory Commission (FERC), or the Parties, that it is meeting the Flow Stabilization below Cabot Station requirements until the third (3rd) anniversary of the date of license issuance. The Licensee shall provide the Parties an annual report (by March 1 of the following year) for Years 1 and 2 and quarterly reports for Year 3 to demonstrate substantive progress towards implementing the Flow Stabilization below Cabot Station. Quarterly reports for January 1 to March 31, April 1 to June 30, July 1 to September 30 and October 1 to December 31 shall be provided to the Parties by June 1, September 1, December 1 and March 1 (of the following year), respectively.

¹The Flow Stabilization below Cabot Station is based on providing a percentage of the naturally routed flow (NRF). The NRF is defined in Article A110. *Minimum Flows below Turners Falls Dam* as follows:

From December 1 through June 30, the NRF is defined as the hourly sum of the discharges from 12 hours previous as reported by the: Vernon Hydroelectric Project (FERC No. 1904), Ashuelot River United States Geological Survey gauge (USGS, Gauge No. 01161000), and Millers River USGS gauge (Gauge No. 01166500).

From July 1 through November 30, the NRF is defined as the hourly sum of the discharges averaged from 1 to 12 hours previous as reported by the: Vernon Hydroelectric Project, Ashuelot River USGS gauge, and Millers River USGS gauge. Upon license issuance until 3 years thereafter, the Licensee shall operate the Turners Falls Project based on the NRF computational method from July 1 through November 30 to determine if the Turners Falls Project can be operated in this manner. If the Turners Falls Project cannot be operated in this manner, the Licensee shall consult Massachusetts Division of Fisheries and Wildlife, National Marine Fisheries Service and United States Fish and Wildlife Service on alternative means of

computing the NRF that are feasible for Turners Falls Project operation and sufficiently dampen upstream hydroelectric project flexible operations.

Appendix D. Authorized Representatives of the Parties

FirstLight

Justin Trudell
Chief Operating Officer
FirstLight Power
111 Soth Bedford Street, Suite 103
Burlington, MA 01803
Phone: 781-653-4247
Email: justin.trudell@firstlightpower.com

Massachusetts Division of Fisheries and Wildlife

Todd Richards
Assistant Director of Fisheries
Massachusetts Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581
Phone: 508-389-6336
Email: todd.richards@mass.gov

Everose Schluter
Assistant Director of NHESP
Massachusetts Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581
Phone: 508-389-6346
Email: eve.schluter@mass.gov

National Marine Fisheries Service

Christopher Boelke
Chief, New England Branch
Habitat and Ecosystem Services Division
NOAA Fisheries, Greater Atlantic Regional Fisheries Office
55 Great Republic Drive
Gloucester, MA 01930
Phone: 978-281-9131
Email: christopher.boelke@noaa.gov

The Nature Conservancy

Katie Kennedy
Applied River Scientist
North America Region
The Nature Conservancy
PO Box 32
Chesterfield, MA 01012
Phone: 413-588-1959
Email: kkennedy@tnc.org

United States Fish and Wildlife Service

Project Leader

New England Field Office

U.S. Fish and Wildlife Service

70 Commercial Street, Suite 300

Concord, NH 03301-5094

Phone: 603-223-2541



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Steven Ellis
Town of Montague, Massachusetts
One Ave. A
Turners Falls, MA 01376
Email: StevenE@montague-ma.gov

Dear Ellis:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

Grantee: Town of Montague, Massachusetts
Project: Avenue A Streetscape Improvement Project
Amount: \$975,000
Grant Number B-23-CP-MA-0656

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant

- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide:** The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award:** The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials:**

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance:
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:
<https://www.hud.gov/sites/documents/attachmentvisf1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants.

Grant Award Process

- 1) HUD will email a Grant Award Package including:
 - a. FY2023 Grant Award Letter (this letter)
 - b. FY2023 CPF Grant Guide
 - c. FY2023 CPF Grant Agreement
 - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
 - a. Signed and dated FY2023 CPF Grant Agreement
 - b. Completed Standard Forms
 - c. Detailed Project Narrative: The detailed project narrative should:
 - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
 - ii. include all contemplated actions that are part of the project.
 - d. Line-Item Project Budget: The line-item budget should:
 - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
 - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
 - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
 - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the

requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.

Overview of the FY2023 Act

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - In keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any ‘choice limiting actions.’¹**
 - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact (“choice limiting actions”). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
 - HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other “cross-cutting” federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act’s enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

¹ Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of ‘choice limiting actions’ include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
 - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
 - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials**.

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Donielle Goldinger, in CGD at CPFGrants@hud.gov. Please note while your grant officer may change over time, we have a team approach to managing your project. Donielle Goldinger is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS:
FY2023 Community Project Funding Grant Guide (Version 1)
FY2023 CPF Grant Agreement
Form HUD-1044 – Assistance Award/Amendment Form

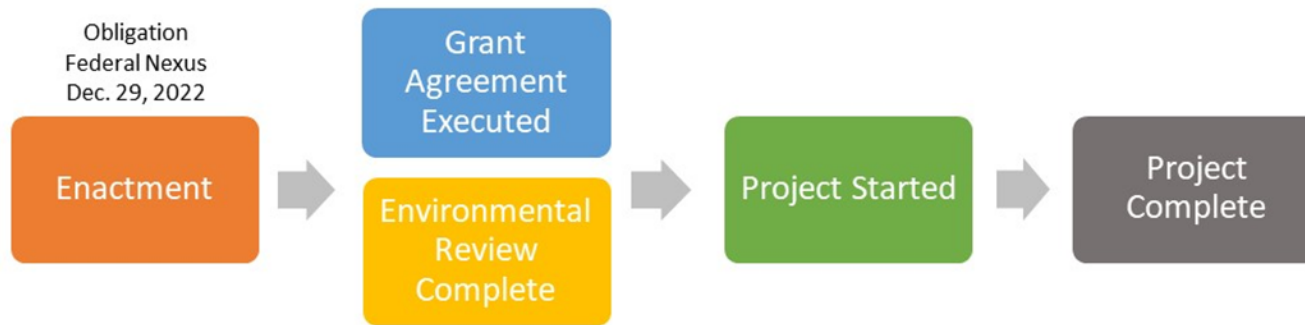
Selected Slides from HUD CDS Webinar
March 8, 2023

FY2023 Community Project Funding: Post Orientation Action Item Checklist

- Read the following documents sent in your Grant Award Package Email and Subsequent Email
 - FY2023 Community Project Funding Grant Award Letter
 - FY2023 Community Project Funding Grant Guide
 - FY2023 Community Project Funding Grant Agreement
 - Standard Forms (and instructions for filling in the forms)
- Review the HUD Economic Development Initiatives Website and Related Resources and Documents
 - https://www.hud.gov/program_offices/comm_planning/edi-grants and
 - https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2023
- Locate and Review Your Fiscal Year 2023 Community Project Funding listing on the Joint Explanatory Statement (JES)
- Reach out to your HUD Regional Environmental Review Officer
- Prepare the Following Documents for your Grant for your Project
 - Project Narrative
 - Project Line-Item Budget
- Complete the Required Standard Forms
- Send any Questions to the “Ask-A-Question” Help Desk at <https://www.hudexchange.info/program-support/my-question/>
- Sign Your Grant Agreement
- Email the following Documents to HUD to CPFGrants@hud.gov and copy / “cc” your Grant Officer
 - Grant Agreement (Signed)
 - Project Narrative
 - Project Line-Item Budget
 - Completed Standard Forms
- Complete [SAM.gov](https://www.sam.gov) Registration for Your or Ensure Organization is Registered in [SAM.gov](https://www.sam.gov)
- Listen to additional Community Project Funding Webinar Series to Learn More about the Grant Award Process

Selected Slides from HUD CDS Webinar
March 8, 2023

FY23 CPF Process Flow



Allowed to incur eligible soft costs (see [Nationwide Part 50 for FY23 CPF Soft Costs](#))

Allowed to incur ongoing eligible hard costs if covered by a satisfactory environmental review

Begin request for payment of eligible soft costs

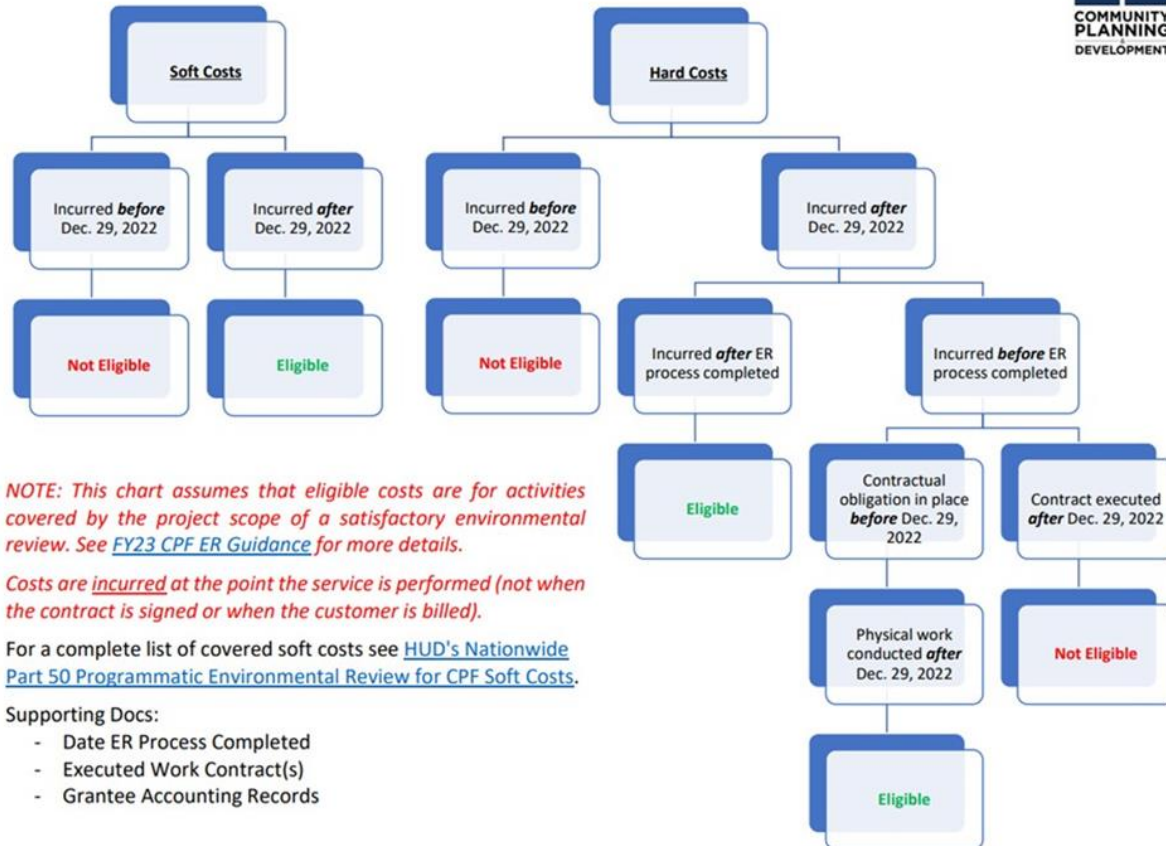
Allowed to undertake all eligible project activities and request payment of remaining eligible costs



Selected Slides from HUD CDS Webinar

March 8, 2023

FY23 CPF Cost Eligibility Chart



NOTE: This chart assumes that eligible costs are for activities covered by the project scope of a satisfactory environmental review. See [FY23 CPF ER Guidance](#) for more details.

Costs are incurred at the point the service is performed (not when the contract is signed or when the customer is billed).

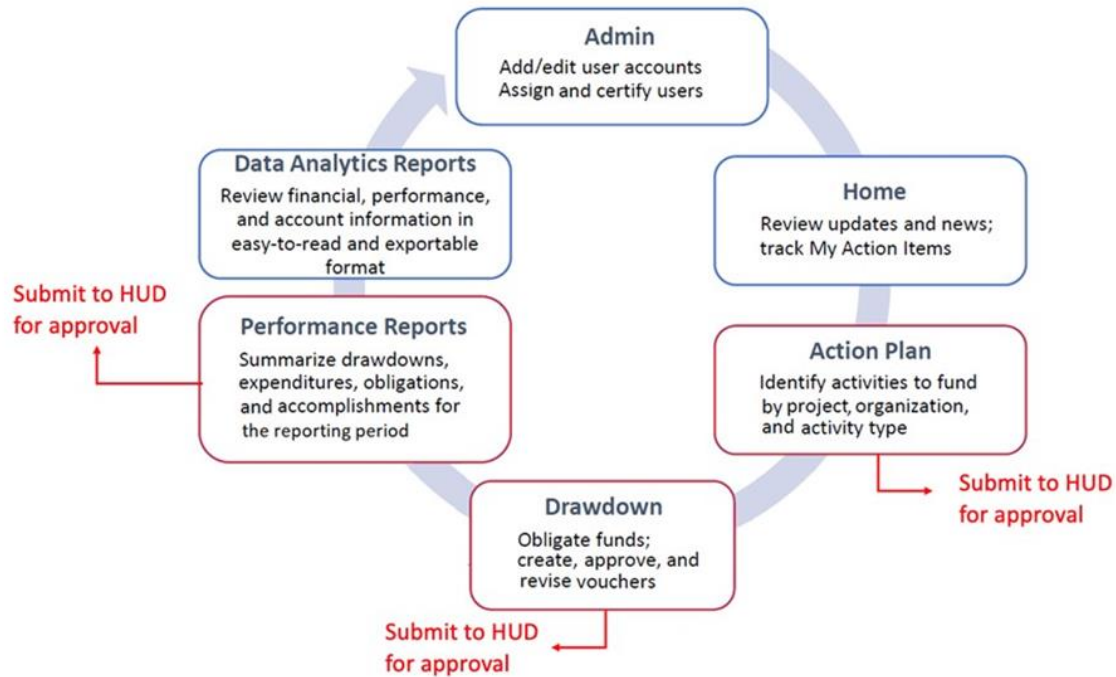
For a complete list of covered soft costs see [HUD's Nationwide Part 50 Programmatic Environmental Review for CPF Soft Costs](#).

Supporting Docs:

- Date ER Process Completed
- Executed Work Contract(s)
- Grantee Accounting Records



Disaster Recovery Reporting System (DRGR)



**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-MA-0656**

Grantee Name: Town of Montague, Massachusetts

Grantee Address: One Ave. A Turners Falls, MA 01376

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-MA-0656

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Town of Montague, Massachusetts (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$975,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).