

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, September 25, 2023

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/83234478525?>

Meeting ID: 832 3447 8525 **Password:** 293370

Dial into meeting: **+1 646 558 8656**

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

Meeting Being Taped

Votes May Be Taken

- 1. 6:30 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
- 2. 6:30** Approve Selectboard Minutes from September 18, 2023
- 3. 6:32** 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. 6:35** Sewer Commission with Tom Bergeron, DPW Superintendent
 - Request for new sewer connection at 6 Randall Wood Drive, Montague
 - Discuss Process for approving Sewer Connection Permits
- 5. 6:40** Personnel Board:
 - Appoint Ralph Hillock, DPW Truck Driver/Laborer, UE Grade C, Step 2, 40 hrs/week, effective 9/26/2023
- 6. 6:45** Sewer Commission with Chelsey Little, CWF Superintendent
 - FY24 Sewer Rate Hearing
 - Execute Contract with Collins Electric Co for the CWF Generator Installation Project in the amount of \$282,130.00
 - Discuss Project Management Assistance
- 7. 7:00** Discussion of permits for Peskeompskut Park and Avenue A for Falls Fest, led by a representative of the Shea Theater, along with Klon Koehler and Janel Nockleby
Falls Fest Event, Various Locations, October 21, 2023, 1:00 PM – 6:00 PM
 - Use of Public Property, 38 Avenue A, Spinner Park and in front of Shea Theater, 71 Avenue A, Turners Falls
 - Use of Peskeompskut Park, Musical Acts, set up 8:00 AM – 1:00 PM, Clean up 6:00 PM – 12:00 AM
 - Shea Theater Arts Center, One Day License, Beer & Wine, at Peskeompskut Park
- 8. 7:15** Jeff Singleton, FRTA Representative
 - FRTA Updates

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9. 7:30 October 10, 2023 Special Town Meeting Draft Warrant and Recommendations
- Special Town Meeting Warrant – to approve and execute October 10, 2023 draft warrant with amendment to Article 8, attached hereto
 - Special Town Meeting Motions - To consider any recommendations
10. 7:45 Walter Ramsey, Assistant Town Administrator
- Execute Contract with Davenport Trucking Inc for Montague City Road Flooding Relief Project in the amount of \$326,495.00
11. 7:50 Town Administrators Business:
- Request for authorization to submit a training grant application to the Department of Industrial Accidents Workplace Safety Program.
 - Share STAM Member Input to the Governor's Office Regarding Municipal Needs
 - Topics not anticipated in the 48 hour posting

OTHER:

Next Meeting: Selectboard, Monday, October 2, 2023 at 6:30 PM, 1 Avenue A, Turners Falls and via ZOOM

SPECIAL TOWN MEETING WARRANT
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 10, 2023

Franklin, ss.

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

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Tuesday, October 10, 2023, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to amend the Town of Montague Consolidated Personnel By-Law by adding Section XIII as follows, or pass any vote or votes in relation thereto:

Section XIII. Longevity

- A) Annual longevity payments will be provided in the following amounts for benefited, non-police employees who have completed the indicated years of service:

Five years	\$300
Ten years	\$500
Fifteen years	\$900
Twenty years	\$1,000
Twenty-five years	\$1,100
Thirty years	\$1,200

- B) The payments authorized by this section shall be applied to the compensation of eligible employees retroactively as of July 1, 2023.

(Selectboard Request)

ARTICLE 2. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$3,100, or any other amount, for the purpose of increasing the FY2024 budgets for the following departments to accommodate the cost of longevity payments for non-police employees who have completed specified years of service, said appropriation to be contingent upon passage and approval of the bylaw amendment proposed in Article 1 of this Special Town Meeting Warrant; or pass any vote or votes in relation thereto.

<u>Line Item</u>	<u>Dollar Amount Increase</u>
122 Selectboard	\$ 800
135 Accountant	\$1,000
145 Treasurer/Tax Collector	\$ 300
420 DPW	\$1,000

(Selectboard Request)

ARTICLE 3. To see if the Town will vote to increase the COLA base for Montague Contributory Retirement System retirees from \$18,000 to \$30,000, effective July 1, 2024, or pass any vote or votes in relation thereto.

(Montague Retirement Board Request)

ARTICLE 4. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 5. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,885.56, or any other amount, for the purpose of increasing the Opioid Settlement Stabilization Fund, or pass any vote or votes in relation thereto.

(Board of Health Request)

ARTICLE 6. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,000, or any other amount, for the purpose of purchasing and installing two signs for the Highland Woods green burial area, including any and all incidental or related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 7. To see if the Town will vote pursuant to Massachusetts General Laws, Chapter 114, Section 23 to approve all policies and regulations promulgated by the Montague Cemetery Commission prior to the date of this meeting, copies of which are available at the Office of the Town Clerk and on the Town's website at [https://www.montague-ma.gov/files/MCC Rules and Regulations Final Revised May 2023.pdf](https://www.montague-ma.gov/files/MCC_Rules_and_Regulations_Final_Revised_May_2023.pdf) ; and further to grant

the Montague Cemetery Commission authority to promulgate additional policies and regulations and to amend, revise and/or delete all such policies and regulations, subject to the approval of the Selectboard, without further approval at Town Meeting, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 8. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$500,000 for the purpose of constructing and for the payment of all other costs incidental and related thereto, park improvements on the Town's property located at Montague Center Park, Map 43, Lots 118, 119, 121, 122, & 123 which property is held by, managed and controlled by the Parks and Recreation Commission of the Town of Montague for public playground and recreation center purposes; and, further, subject to receipt and acceptance of the Parkland Acquisitions and Renovations for Communities ("PARC") Grant, described hereinafter, to dedicate said property to park and active recreation purposes under the provisions of G.L. Chapter 45, Section 3 in perpetuity; provided, however, that such funds shall not be expended unless the Town is approved for a Parkland Acquisitions and Renovations for Communities ("PARC") Grant from the Massachusetts Division of Conservation Services for reimbursement of all or a percentage of the project cost, and to authorize the Parks and Recreation Commission, with the approval of the Selectboard, to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from any federal, state or other funds, and to enter into such grant agreements and execute any and all instruments as may be necessary to accomplish the foregoing, or pass any vote or votes in relation thereto.

(Parks and Recreation Request)

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$7,566.81, or any other amount, for the purpose of paying a prior year unpaid bill of the Clean Water Facility, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

ARTICLE 10. To see if the Town will vote to establish a special purpose Clean Water Facility Do Not Use (DNU) Until 2064 Stabilization Fund in accordance with MGL Chapter 40 Section 5B, and raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$68,100, or any other amount, for the purpose of funding said stabilization fund, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$209,000, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article 18 of the May 7, 2022 Annual Town Meeting, which appropriated the sum of \$130,000 for the purchase and installation of a backup generator for the Clean Water Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

ARTICLE 12. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,400, or any other amount, for the purpose of performing a local limits study in accordance with the Town's National Pollution Elimination Discharge Elimination System (NPDES) Permit obligations requirements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

ARTICLE 13. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$95,000, or any other amount, for the purpose of replacing two pumping station generators, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission– CWF Request)

ARTICLE 14. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$99,900, or any other amount, for the purpose of securing professional consulting services to conduct analysis and reporting in support of collections system regulatory compliance, and for the development of updated local sewer regulations, including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission– DPW Request)

ARTICLE 15. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of securing professional consulting services to assess and develop plans related to the Town's wastewater collections system capacity, operations and maintenance, and high flow protocols, inclusive of a including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission – DPW Request)

ARTICLE 16. To see if the Town will vote to acquire and accept, by donation, from Farren Care Center, Inc., or the current owner, the real property located at 340-350, and 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled “Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial Hospital” dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

(Selectboard Request)

And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this 25th day of September in the Year of Our Lord Two Thousand and Twenty-Three.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Matt Lord

Christopher M. Boutwell, Sr.

Franklin, ss Montague, MA September ____, 2023

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

Constable of Montague

New
sewer

Montague DPW
128 Turners Falls Road
Montague, MA 01351
(413) 863-2054

4A
\$105.00
√ # 2751

This institution is an equal opportunity provider.

Sewer Permit

Name of Applicant: Vitalie Mihai Date: 9/14/2023

Address of Applicant: 6 Pondall Wood Dr. Montague

Telephone Number: 413-522-8380

Name of Contractor: Senn Excavating

Address of Contractor: Rt. 63 Montague

Telephone Number: 413-347-7287

Location of Work: 6 Pondall Wood Dr. Map# _____ Lot# _____

Is this a new sewer connection? ☒ Yes ☐ No

Size of Pipe to be Used: _____

Type of Pipe to be Used: _____

Anticipated Start Date: 10/1/2023

Estimated Duration: 1-2 days

Dig Safe Number: 20233511677

Date Dig Safe Notified: 9/16/2023

Highway Department Approval: Thomas Y. Buzen Date: 9/18/23

Sewer Commissioner Approval: _____ Date: _____

Sewer Commissioner Approval: _____ Date: _____

Sewer Commissioner Approval: _____ Date: _____

The owner agrees to abide by the Town of Montague Sewer Ordinance and Policies for Sewer Use and New Installation.

The pipe used from the main to the property line shall be a minimum of 4 inches in diameter and have a minimum crushing strength of 2400 pounds.

A minimum of 15 inches of gravel shall be used as a sub-base for pavement on any roadway that has been cut and a minimum of 2 1/2 inches of bituminous concrete over this sub-base.

The hook up to the town's line will be inspected by the Highway Department before backfilling.

The person opening the road is responsible for maintenance of the area for a period of One year from initial backfilling.

All OSHA standards shall be adhered to, and shoring or sheeting must be provided in a roadway where depths exceed standard unshored depths. Cutting back on a slope will not be allowed.

All sidewalks, curbing, tree belts, etc. shall be returned to their original state if applicable.

Adequate safety and warning devices must be placed at appropriate locations to adequately warn and protect the motoring and pedestrian public.

Town of Montague
Personnel Status Change Notice
New Hires

Employee # _____

Board Authorizing **Appointment:** Selectboard Meeting Date: 09/25/2023

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 09/25/2023

Authorized Signature: _____

General Information:

Full name of employee: Ralph Hillock Department: DPW

Title: Truck Driver/Laborer Effective date of hire: 09/26/2023

New Hire:

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

Hours per Week: 40 Union: UE

Wages:

Union: UE

Wages: Grade C Step 2 Wage Rate: \$ 21.36 (annual/ hourly)

Notes:

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

_____ Town Clerk



Town of Montague

Clean Water Facility
34 Greenfield Road
Montague, MA 01351-9522
cwf.supt@montague-ma.gov

(413) 773-8865
FAX: (413) 774-6231

TO: Sewer Commission, Tax Collector, Town Accountant, Town Administrator
FROM: Chelsey Little, Superintendent CWF
DATE: September 20, 2023

Sewer Rates FY 2024

Rates I, II, and III reflect a proposed 8.6% increase. Rate IV reflects a proposed 17.3% increase. Rate V reflects a proposed 3.2% increase.

I.	Gill	Proposed Rate: \$17.03/1000 gallons Previous Rate: \$15.68/1000 gallons
II.	T. Falls, Mont. Center, Mont. City, Lake Pleasant	Proposed Rate: \$18.39/1000 gallons Previous Rate: \$16.94/1000 gallons
III.	Millers Falls	Proposed Rate: \$18.39/1000 gallons Previous Rate: \$16.94/1000 gallons
IV.	Industrial Customers	Proposed Rate: \$18.39/1000 gallons Previous Rate: \$15.68/1000 gallons
V.	12-month Flat Rate	Proposed Rate: \$967.32FY Previous Rate: \$937.44/FY

Septage Receiving:

In Town & Town of Gill: = \$95/1,000 gallons
Out of Town: = \$115/1,000 gallons

Trucked-in Solids: =Price to be negotiated between Town&FCSWMD

RV's: =\$20 per disposal

Other:

Interest Rate – 14% per Annum
Demand Charge - \$5.00
Minimum Bill - \$154.92/FY

Number of Connections	2297
Number of Parcels	4501
Percentage on Sewer vs Septic	51%

Residential:	72%
Commercial:	26%
Government:	2%

Average Annual Usage	26.3
Average Annual Bill \$16.94	\$891.04
Average Annual Bill \$18.39	\$967.31
Difference	\$76

Industrial Flow Annual Usage	27782.5
Industrial Flow Revenue at 17.03	\$473,136
Industrial Flow Revenue at 18.39	\$510,920
Difference	\$37,784

FY 24 Revenue/Rate Worksheet

	FY23	FY24	FY23	
	Budget	Budget	Budget	
Actuals/	Est Rev	Est Rev	Actuals/	
Committed				
Amount Needed (from budget requests)	2,877,652	3,006,124		
CWF Tax Liens Redeemed				
CWF Sewer Liens Redeemed				
CWF Interest & Demands	10,000	10,000		
CWF Industrial Sewer	517,440	400,000		
CWF Residential Sewer	1,941,057	1,922,014		
CWF Septage Fees	146,400	200,000	203,374	
CWF Biosolids Handling		12,000		
CWF Investment Income				
CWF Misc Revenue				
CWF MWPAT Subsidy				
CWF Bond Premiums				
CWF Transfer from GF-I&I	266,439	286,900		
CWF Transfer from CPF				
Revenue Total	2,881,336	2,830,914		
Retained Earnings to reduce rates				
CWF Operating Budget (440)	1,962,430	2,074,229	5.7%	111,799
CWF DPW Subsidiary (449)	50,800	84,650	66.6%	
CWF Debt (710)	505,270	483,614	-4.3%	
CWF Employee Benefits (910)	359,152	363,631	1.2%	
Special Articles from SUF				
Required Revenue	2,877,652	3,006,124	480,066	Oct STM
	(930,279)	(898,900)	(886,900)	less fixed revenues
	1,947,373	2,107,224	2,599,290	Residential rev needed
	187,417	166,167	658,233	Increase from PY Commitments
	10.96%	8.6%		% increase from PY based on PY1 Commitments
	10.96%		34.3%	%increase with special articles

Notes

Base Res Revenues on prior year commitments, no red collection rate due to late payment offsets from prior

Industrial line item includes Gill
lightlife shift redux delayed to what we understand to be
FY23 Commitment #1 x2. (actual FY22 rev was \$1,752
actual FY23 revenue was 203374 based on year end rev
not a full year of data to review

AGREEMENT

THIS AGREEMENT made this 25th day of September
in the year Two Thousand and Twenty Three, between Collins Electric Co. Inc., with a usual
place of business at 53 Second Ave Chicopee, MA 01020, hereinafter called the CONTRACTOR,
and the TOWN of MONTAGUE, acting by its SELECTBOARD, with a usual place of business
at 1 AVENUE A, TURNERS FALLS, MA 01376, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the MONTAGUE CWF USED GENERATOR INSTALLATION PROJECT, in strict accordance with the Contract Documents and all related Drawings and Specifications. The Contract Documents (Section 11, herein), Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$282,130.00.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before June 30 2024.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the

work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: Does not apply.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor. Approval or review of any documents plans specifications or drawings by the Owner shall not relieve the Contractor of its duties and obligations hereunder.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from

responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. **Protection of the Work and Owner's Property:** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. **Warranty:** The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. **Affirmative Action/Equal Employment Opportunity**

The Contractor is directed to comply with all applicable Federal and State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement. The Contractor shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service or any other protected class under the law.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There X is ___ is not a project architect-engineer for this project who is WRIGHT PIERCE ENGINEERS OF MIDDLETOWN, CT. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within thirty (30) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the

Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within fourteen (14) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering

life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Owner or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- Performance Bond
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Drug Free Workplace Policy
- Supplementary General Conditions, if any

General Requirements
Specifications and Addenda
Contract Drawings
Schedule of Prevailing Wages

12. Terms Required By Law

12.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B - Procurement of Goods and Services

General Laws Chapter 149, section 44A et. seq. - Public Buildings Contracts

12.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

12.4 The Contractor shall keep itself fully informed of all existing and future State and Federal Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Owner. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Owner and its duly appointed agents against any claim or liability arising from or based on any violation whether by Contractor, its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

13. Indemnification

a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Owner, and its respective duly elected or appointed officials, agents and employees (referred to collectively as "Owners") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subcontractor of the Contractor, or any person directly or indirectly employed by any of them,

or by a defect of a product or design supplied by the Contractor or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, that otherwise may exist under statute or in law or equity.

b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Owner from all demands made against the Owner by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Contractor shall defend, indemnify, and hold harmless the Owner from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law**.

d. The indemnification obligations of the Contractor and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Owner all reasonable attorney fees, costs and other litigation expenses incurred by the Owner in enforcing its rights as a result of said breach in addition to any damages for said breach.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 13.00 (INDEMNITY). All insurance shall be by insurers and for policy limits acceptable to Owner and, before commencement of work hereunder, the Contractor agrees to furnish Owner with certificates of insurance or other evidence satisfactory to Owner to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGELIMITS OF LIABILITY

Workers' Compensation	Statutory
Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

Town shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

Except for Workmen's Compensation, all liability coverage shall name the Owner as an additional insured and shall provide for 30 days prior written notice to the Owner of any modification or termination of coverage provided thereby. The Contractor shall provide the

Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all satisfactory Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.
- C. Force Majeure: The parties shall not be liable for the failure to wholly perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Owner.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. ACCESS TO RECORDS

Contractor will make all books, accounts, data, records, reports, files and other papers, things or property, that relate to its activities under this Contract, available at all reasonable times for inspection, review and audit by the Owner, its authorized representative, the Inspector General of the Commonwealth, or the Auditor of the Commonwealth. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance and the State Auditor or his designee, at reasonable times and upon reasonable notice to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Contract as provided by Executive Order 195.

C. RIGHTS AND REMEDIES

Owner's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

D. CONFLICT OF INTEREST

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

E. JURISDICTION

This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only within the County of Franklin, Massachusetts.

F. MODIFICATION, WAIVER OR CHANGE

No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

G. ASSIGNMENT

Owner and Contractor recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

H. SUCCESSORS AND ASSIGNS

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

I. ENTIRE UNDERSTANDING

This Contract, together with the attachments hereto, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

J. SEVERABILITY/INTERPRETATION

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

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

K. OWNERSHIP OF DOCUMENTS

The parties agree that all documents created for the project by the Contractor shall belong to the Owner.

L. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

M. Compensation provided by any additional approved work or change orders is subject to the continued availability of funds.

N. The Contractor by its signature certifies that it has a drug free workplace and policy.

AGREED:

TOWN OF MONTAGUE, MASSACHUSETTS
(Owner)

By its _____

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Town Accountant)

(Name)

CONTRACTOR: Collins Electric Co., Inc.

By

A handwritten signature in blue ink, appearing to read 'L. Eagan', is written over a horizontal line.

Lawrence Eagan

(Name)

President & CEO

(Title)

53 Second Ave.

(Address)

Chicopee, MA 01020



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: CHRISTOPHER BELMONTE

Address of applicant: 71 Avenue A, Turners Falls, MA 01376

Phone # of applicant: 413-648-7432

Name of organization: Shea Theater Arts Center

Name of legally responsible person: _____

Location of assembly: _____ family activities at 38 Avenue A and live music at Spinner Park

Date of assembly: 10/21/2023

Time of assembly: Begin: 1:00PM End: 6:00PM

Number of expected participants: 2,000 over the course of the day

If a procession/parade:

Route: n/a

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: This is not a demonstration, but a fall festival

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

Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

+ CRAFTS
VENDORS
IN FRONT
OF SHEA
THEATER

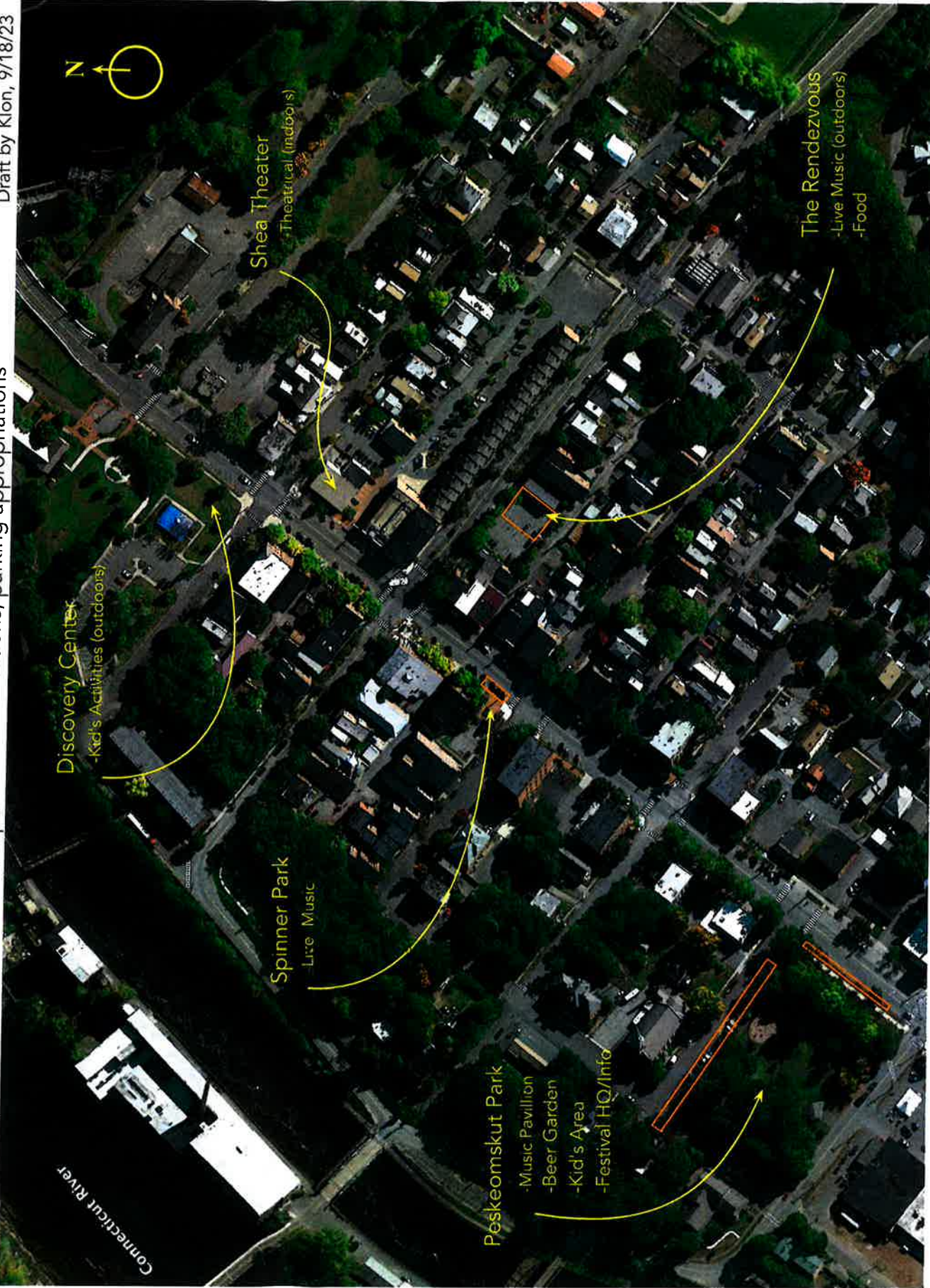
FALLS FEST 2023

October 21, 1-6pm

Turners Falls Downtown

Proposed event locations, parking appropriations

Draft by Klon, 9/18/23



Parking Space Kills

PP 6th Lot:
21 Std, 3 ADA

PP Ave A:
8 Standard

SP Ave A:
5 Standard

R 3rd Lot:
17 Std, 2 ADA

Total: 51 Std, 5 ADA



Board of Selectmen Town of Montague

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

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant CHRISTOPHER BELMONTE

Name of business/group sponsoring proposed event if applicable: SHEA THEATER
ARTS CENTER

If applicable, number of years your organization has been running this event in Montague? N/A

Address 71 AVENUE A TURNERS FALLS MA 01376

Contact phone 413-648-7432 Contact email SHEATHEATERARTS
CENTER @GMA
COM

FID _____

Dates of proposed event 10/21/23 Location: PESKEOMPSKUT PARK

Hours 1:00 - 6:00 Set Up: 8:00 AM Clean Up: 12:00 AM

Approximate number of people expected to attend ~2,000

What provisions will be made regarding clean up of site? 1 DOZEN RECEPTICALS
ALONG AVENUE A MONITORED BY VOLUNTEERS

Will the proposed event be:

- ☒ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☐ Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

3 MUSICAL ACTS - ROCK, RHYTHM, BLUES - LOCAL
MUSICIANS & REGIONAL ACT IN AFTERNOON 1-6 PM
2 LOCAL BANDS, + JAMIE MONTGOMERY BAND

Fully & specifically describe the premises upon which the proposed event is to take place.

PLEASE SEE ATTACHED MAP OF PEKEOMISKUT PARK
MUSIC IN BAND SHELL, SNOW FENCING FOR
BEER GARDEN AREA ADJACENT TO STAGE

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☒ alcohol
- ☐ other services _____

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

SERVICE AREA INDICATED IN ATTACHED MAP
CREDENTIALS TIPS & COIS PENDING

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

POLICE ESTIMATED 6 OFFICERS PATROL AVENUE A
& FIRE DEPARTMENT RECOMMENDED ON SITE AMBULANCE
PENDING FINAL BUDGET APPROVAL

What provisions will be made regarding first aid and emergency medical care?

VOLUNTEERS ON SITE WITH FIRST AID + PLANS TO
CALL FIRE DEPARTMENT IN ADDITION TO ON SITE AMBULANCE

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? _____

N/A

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

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

SIGNATURE



Signature of applicant _____

Date _____

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____

SNOW FENCE

SAWHORSES

.0156"=1'





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES**CERTIFICATE NUMBER:** 23/24**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CLP8662154	02/02/2023	02/02/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A		WC8662161	02/12/2023	02/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability	Y		CLP8662154	02/02/2023	02/02/2024	Each Occurrence \$1,000,000

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

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

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

Montague

MA 01351

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

AUTHORIZED REPRESENTATIVE

SAWHORSES

This aerial map illustrates the layout for an event at the intersection of J St and Ave A, bounded by 6th and 7th streets. Key features include:

- Streets:** J St runs horizontally across the top, and Ave A runs horizontally across the bottom. 7th and 6th streets are marked on both the left and right sides.
- Event Zones:**
 - BEER GARDEN:** Located in the upper central area.
 - BANDSHELL:** Situated to the left of the Beer Garden.
 - KID'S AREA:** A circular area outlined with a dashed yellow line in the lower central part.
 - EVENT HQ:** Located in the lower central area, below the Kid's Area.
- Parking and Access:**
 - A parking lot with several marked spaces is on the right side, between 6th and 7th.
 - A "STREET CLOSURE" is indicated on the right side, near the 6th/7th intersection.
 - A "STAGE" is located near the bottom right corner.
- Other Markings:**
 - A north arrow is in the top right corner.
 - Various icons (e.g., X marks, circles) likely represent specific event elements or infrastructure.
 - Text labels like "KID'S AREA", "BEER GARDEN", "BANDSHELL", and "EVENT HQ" are placed within their respective zones.



Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301

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

MEETING NOTICE

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

Thursday, September 21, 2023
4:00 p.m. – 5:15 p.m.

You may join the meeting from your computer, tablet or smartphone at:
<https://us06web.zoom.us/j/83260227523?pwd=K2laQ1NWK0lBaGJTNVZxNkdHdHJNUT09>

You can also dial in by your location:

**1 (646) 876-9923 (New York), or
1 (301) 715-8592 (Washington D.C.)**

Meeting ID: 832 6022 7523

Passcode: 287685

AGENDA

1. Introductions (2 minutes)
2. Review and Vote to Accept Minutes from May 18, 2023 (3 minutes)
3. Old Business: Review/Discussion on Advisory Board By-Laws (10 minutes)
4. Maintenance Facility Project Update (10 minutes)
5. Discussion/Update on Access Program and Workforce Transit Program (10 minutes)
6. Discussion/Update on Comprehensive Regional Transit Plan and Weekend Fixed Route Service (10 minutes)
7. Discussion/Update on Fare Policy (10 minutes)
8. New Business: Discussion on FY23 State Budget (10 minutes)
9. Transit Advisory Committee Updates (5 minutes)
10. FRTA Updates (5 minutes)
11. Discussion of any subject not anticipated prior to the notice being sent to the Advisory Board Members pursuant to Article II, section 4 of the by-laws or anticipated 48 hours prior to the meeting pursuant to the Open Meeting Law or a subject which cannot be delayed until the next Advisory Board meeting, including the need for an executive session.

The Franklin Regional Transit Authority does not discriminate on the basis of disability with the respect to admission to, access to, or operation of its programs, services, or activities. Individuals who need auxiliary aids for effective communication with respect to programs, services, and activities of the Franklin Regional Transit Authority should contact the FRTA Administrative Office at 413-774-2262, toll free 1-888-301-2262, or through the MA Relay System at 1-800-439-2370.

**SPECIAL TOWN MEETING WARRANT
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 10, 2023**

Franklin, ss.

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

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Tuesday, October 10, 2023, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to amend the Town of Montague Consolidated Personnel By-Law by adding Section XIII as follows, or pass any vote or votes in relation thereto:

Section XIII. Longevity

- A) Annual longevity payments will be provided in the following amounts for benefited, non-police employees who have completed the indicated years of service:

Five years	\$300
Ten years	\$500
Fifteen years	\$900
Twenty years	\$1,000
Twenty-five years	\$1,100
Thirty years	\$1,200

- B) The payments authorized by this section shall be applied to the compensation of eligible employees retroactively as of July 1, 2023.

(Selectboard Request)

ARTICLE 2. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$3,100, or any other amount, for the purpose of increasing the FY2024 budgets for the following departments to accommodate the cost of longevity payments for non-police employees who have completed specified years of service, said appropriation to be contingent upon passage and approval of the bylaw amendment proposed in Article 1 of this Special Town Meeting Warrant; or pass any vote or votes in relation thereto.

<u>Line Item</u>	<u>Dollar Amount Increase</u>
122 Selectboard	\$ 800
135 Accountant	\$1,000
145 Treasurer/Tax Collector	\$ 300
420 DPW	\$1,000

(Selectboard Request)

ARTICLE 3. To see if the Town will vote to increase the COLA base for Montague Contributory Retirement System retirees from \$18,000 to \$30,000, effective July 1, 2024, or pass any vote or votes in relation thereto.

(Montague Retirement Board Request)

ARTICLE 4. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 5. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,885.56, or any other amount, for the purpose of increasing the Opioid Settlement Stabilization Fund, or pass any vote or votes in relation thereto.

(Board of Health Request)

ARTICLE 6. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,000, or any other amount, for the purpose of purchasing and installing two signs for the Highland Woods green burial area, including any and all incidental or related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 7. To see if the Town will vote pursuant to Massachusetts General Laws, Chapter 114, Section 23 to approve all policies and regulations promulgated by the Montague Cemetery Commission prior to the date of this meeting, copies of which are available at the Office of the Town Clerk and on the Town's website at [https://www.montague-ma.gov/files/MCC Rules and Regulations Final Revised May 2023.pdf](https://www.montague-ma.gov/files/MCC_Rules_and_Regulations_Final_Revised_May_2023.pdf) ; and further to grant the Montague Cemetery Commission authority to promulgate additional policies and

regulations and to amend, revise and/or delete all such policies and regulations, subject to the approval of the Selectboard, without further approval at Town Meeting, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

ARTICLE 8. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$500,000 for the purpose of constructing and for the payment of all other costs incidental and related thereto, park improvements on the Town's property located at Montague Center Park, Map 43, Lots 118, 119, 121, 122, & 123 which property is held by, managed and controlled by the Parks and Recreation Commission of the Town of Montague for public playground and recreation center purposes; and, further, subject to receipt and acceptance of the Parkland Acquisitions and Renovations for Communities ("PARC") Grant, described hereinafter, to dedicate said property to park and active recreation purposes under the provisions of G.L. Chapter 45, Section 3 in perpetuity; provided, however, that such funds shall not be expended unless the Town is approved for a Parkland Acquisitions and Renovations for Communities ("PARC") Grant from the Massachusetts Division of Conservation Services for reimbursement of all or a percentage of the project cost, and to authorize the Parks and Recreation Commission, with the approval of the Selectboard, to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from any federal, state or other funds, and to enter into such grant agreements and execute any and all instruments as may be necessary to accomplish the foregoing, or pass any vote or votes in relation thereto.

(Parks and Recreation Request)

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$7,566.81, or any other amount, for the purpose of paying a prior year unpaid bill of the Clean Water Facility, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

ARTICLE 10. To see if the Town will vote to establish a special purpose Clean Water Facility Do Not Use (DNU) Until 2064 Stabilization Fund in accordance with MGL Chapter 40 Section 5B, and raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$68,100, or any other amount, for the purpose of funding said stabilization fund, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$209,000, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article 18 of the May 7, 2022 Annual Town Meeting, which appropriated the sum of \$130,000 for the purchase and installation of a backup generator for the Clean Water Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

ARTICLE 12. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,400, or any other amount, for the purpose of performing a local limits study in accordance with the Town's National Pollution Elimination Discharge Elimination System (NPDES) Permit obligations requirements, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

ARTICLE 13. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$95,000, or any other amount, for the purpose of replacing two pumping station generators, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission-- CWF Request)

ARTICLE 14. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$99,900, or any other amount, for the purpose of securing professional consulting services to conduct analysis and reporting in support of collections system regulatory compliance, and for the development of updated local sewer regulations, including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission-- DPW Request)

ARTICLE 15. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of securing professional consulting services to assess and develop plans related to the Town's wastewater collections system capacity, operations and maintenance, and high flow protocols, inclusive of a including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission – DPW Request)

ARTICLE 16. To see if the Town will vote to acquire and accept, by donation, from Farren Care Center, Inc., or the current owner, the real property located at 340-350, and 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled "Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial Hospital" dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

(Selectboard Request)

And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this 25th day of September in the Year of Our Lord Two Thousand and Twenty-Three.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Matt Lord

Christopher M. Boutwell, Sr.

Franklin, ss Montague, MA September ____, 2023

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

Constable of Montague

**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 10, 2023**

MOTIONS

ARTICLE 1. Moved: That the Town vote to amend the Town of Montague Consolidated Personnel By-Law by adding Section XIII as follows:

Section XIII Longevity

- A) Annual longevity payments will be provided in the following amounts for benefited, non-police employees who have completed the indicated years of service:

Five years	\$300
Ten years	\$500
Fifteen years	\$900
Twenty years	\$1,000
Twenty-five years	\$1,100
Thirty years	\$1,200

- B) The payments authorized by this section shall be applied to the compensation of eligible employees retroactively as of July 1, 2023.

Selectboard Recommends 3-0
Finance Committee Recommends 7-0

ARTICLE 2. Moved: That the Town vote to appropriate the sum of \$3,100 for the purpose of increasing the FY2024 budgets for the following departments to fund the cost of longevity payments to eligible non-police employees, said appropriation to be contingent upon passage and approval of the bylaw amendment proposed in Article 1 of this Special Town Meeting Warrant, said sum to be raised from Free Cash.

<u>Line Item</u>	<u>Dollar Amount Increase</u>
122 Selectboard	\$ 800
135 Accountant	\$1,000
145 Treasurer/Tax Collector	\$ 300
420 DPW	\$1,000

Selectboard Recommends 3-0
Finance Committee Recommends 7-0

ARTICLE 3. MOVED: That the Town vote to increase the COLA base for Montague Contributory Retirement System retirees from \$18,000 to \$30,000 effective July 1, 2024.

Selectboard Recommends 3-0
Finance Committee Recommends 7-0

ARTICLE 4. Moved: That the Town vote to appropriate the sum of \$12,500 for the purpose of purchasing and installing cable-related equipment for MCTV and anything incidental or related thereto, said sum to be raised from PEG Access Funds.

Selectboard Recommends 3-0
Finance Committee Recommends 7-0

ARTICLE 5. Moved: That the Town vote to appropriate the sum of \$12,885.56 for the purpose of increasing the Opioid Settlement Stabilization Fund, said sum to be raised from Free Cash.

Selectboard Recommends 3-0
Finance Committee Recommends 7-0

ARTICLE 6. Moved: That the Town vote to appropriate the sum of \$4,000 for the purpose of purchasing and installing two signs for the Highland Woods green burial area, including any and all incidental or related costs, said sum to be raised from Sale of Highland Cemetery Lots.

Selectboard Recommends 3-0
Finance Committee Recommends 7-0

ARTICLE 7. MOVED: That the Town vote pursuant to Massachusetts General Laws, Chapter 114, Section 23 to approve all policies and regulations promulgated by the Montague Cemetery Commission prior to the date of this meeting, as shown on the handout titled "Rules and Regulations of the Montague Cemetery Commission, Revised May 8, 2023"; and further to grant the Montague Cemetery Commission authority to promulgate additional policies and regulations and to amend, revise and/or delete all such policies and regulations, subject to the approval of the Selectboard, without further approval at Town Meeting.

Selectboard Recommends 3-0

ARTICLE 8. MOVED: That the Town vote to appropriate the sum of \$500,000 for the purpose of constructing and for the payment of all other costs incidental and related thereto, park improvements on the Town's property located at Montague Center Park, Map 43, Lots 118, 119, 121, 122, & 123 which property is held by, managed and controlled by the Parks and Recreation Commission of the Town of Montague for public playground and recreation center purposes; and, further, subject to receipt and acceptance of the Parkland Acquisitions and Renovations for Communities ("PARC") Grant, described hereinafter, to dedicate said property to park and active recreation purposes under the provisions of G.L. Chapter 45, Section 3 in perpetuity; provided, however, that such funds shall not be expended unless the Town is approved for a Parkland Acquisitions and Renovations for Communities ("PARC") Grant from the Massachusetts Division of Conservation Services for reimbursement of all or a percentage of the project cost, and to authorize the Parks and Recreation Commission, with the approval of the Selectboard, to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from any federal, state or other funds, and to enter into such grant agreements and execute any and all instruments as may be necessary to accomplish the foregoing, said sum to be raised from the Town Capital Stabilization Fund.

Selectboard Recommends -
Finance Committee Recommends 6 - 0
Capital Improvements Committee Recommends 5 - 0

ARTICLE 9. Moved: That the Town vote to appropriate the sum of \$7,566.81 for the purpose of paying a prior year unpaid bill of the Clean Water Facility, said sum to be raised from Clean Water Facility Retained Earnings.

Selectboard Recommends 3-0
Finance Committee Recommends 6 - 0

Article 10. Moved: That the Town vote to establish a special purpose Clean Water Facility Do Not Use (DNU) Until 2064 Stabilization Fund in accordance with MGL Chapter 40 Section 5B, and appropriate the sum of \$68,100 for the purpose of funding said stabilization fund, said sum to be raised from the Clean Water Facility Retained Earnings.

Selectboard Recommends 3-0
Finance Committee Recommends 6 - 0

ARTICLE 11. Moved: That the Town vote to appropriate the sum of \$209,000 for the purpose of increasing the amount appropriated pursuant to Article 18 of the May 7, 2022 Annual Town Meeting, which appropriated the sum of \$130,000 for the purchase and installation of a backup generator for the Clean Water Facility and all incidental installation costs to include but

not be limited to the corresponding moving of transfer switches and fuel tank, said sum to be raised from Clean Water Facility Retained Earnings.

Selectboard Recommends 3-0
Finance Committee Recommends 6 - 0
Capital Improvements Committee Recommends 5 - 0

ARTICLE 12. Moved: That the Town vote to appropriate the sum of \$50,400 for the purpose of performing a local limits study in accordance with the Town's National Pollution Elimination Discharge Elimination System (NPDES) Permit obligations requirements, including any and all incidental and related costs, said sum to be raised from Clean Water Facility Retained Earnings.

Selectboard Recommends 3-0
Finance Committee Recommends 6 - 0

ARTICLE 13. Moved: That the Town vote to appropriate the sum of \$95,000 for the purpose of replacing two pumping station generators, including any and all incidental and related costs, said sum to be raised from Clean Water Facility Retained Earnings.

Selectboard Recommends 3-0
Finance Committee Recommends 6 - 0
Capital Improvements Committee Recommends 5 - 0

ARTICLE 14. Moved: That the Town vote to appropriate the sum of \$99,900 for the purpose of securing professional consulting services to conduct analysis and reporting in support of collections system regulatory compliance, and for the development of updated local sewer regulations, including any and all related or incidental costs, said sum to be raised from Free Cash.

Selectboard Recommends 3-0
Finance Committee Recommends 5 - 2 from Clean Water Facility Retained Earnings

ARTICLE 15. Moved: That the Town vote to appropriate the sum of \$50,000 for the purpose of securing professional consulting services to assess and develop plans related to the Town's wastewater collections system capacity, operations and maintenance, and high flow protocols, including any and all related or incidental costs, said sum to be raised from Clean Water Facility Retained Earnings.

Selectboard Recommends 3-0
Finance Committee Recommends 6 - 0

ARTICLE 16. Moved That the Town vote to acquire and accept, by donation, from Farren Care Center, Inc., or the current owner, the real property located at 340-350, and 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled "Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial Hospital" dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

Selectboard Recommends 3-0

<<End>>

SECTION 00510
AGREEMENT
BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Montague, MA ("Owner") and
Clayton D. Davenport Trucking, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Montague City Road, Flooding Protection Project

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Wright-Pierce.
3.02 The Owner has retained Wright-Pierce ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
4.02 *Contract Times: Days*
A. The Work will be substantially completed within 300 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 365 days after the date when the Contract Times commence to run.
4.03 *Liquidated Damages*
A. None

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage); and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Engineer or by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of prime plus 2 percent per annum. **CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 72, inclusive).
 - 5. Supplementary Conditions (pages 1 to 25, inclusive).

6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings (not attached but incorporated by reference) consisting of 8 sheets with each sheet bearing the following general title: Montague City Road, Montague, MA [or] the Drawings listed on the attached sheet index.
 8. Addenda (numbers to , inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 38, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

2.

OWNER:

CONTRACTOR:

By: Richard Kuklewicz

By: _____

Title: Selectboard Chair

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Montague Town Hall

One Avenue A

Turners Falls, MA 01376

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



11B

Denise M. Dembkoski, President
Town of Stow
Ryan McLane, Vice-President
Town of Carlisle
Kelli Robins, Treasurer
Town of Brookfield
Paul McLatchy, III, Secretary
Town of Ashfield

September 19, 2023

Lieutenant Governor Kim Driscoll
Massachusetts State House
Office of the Governor
Boston, MA 02133

Dear Lieutenant Governor Driscoll,

I would like to thank the Administration for the opportunity to provide this feedback on behalf of the Small Town Administrators of Massachusetts (STAM). More than half of Commonwealth towns qualify as “small towns.” We classify small towns as communities with populations less than 12,000 residents. More than 95 of those qualifying small towns are members of STAM.

Small towns face unique challenges that are important for our state partners to understand. Our members represent some of the communities most vulnerable to financial decisions and unfunded mandates made at the state level. Additionally, we often have far fewer resources available to address statutory requirements, grant opportunities, and state paperwork.

As our member towns range in size from a few hundred residents up to 11,992, we have a varied list of ideas and suggestions that we wish to share with you as part of your listening tour. These suggestions and recommendations would allow small towns to better provide services without dramatically increasing costs to residents. Please note we collected these from our membership and although we grouped them for clarity, they are not in priority order.

- Streamline and amend procurement laws to meet the needs of small towns.
Recommendations from our membership include:
 - Increase the procurement thresholds to reduce the administrative burdens on towns with limited staffing.
 - Eliminate the requirement for advertisement in a newspaper. This would apply to public hearing notices, procurements, and any other statutory advertising. This adds costs to procurement without a clear gain.
 - Combine the state procurement mandates (OSD and Central Register)
 - Consider exemptions from the prevailing wage law for small towns to limit the tax impact on residents for smaller projects.

- Streamline state grant processes. Recommendations from our membership include:
 - Require only one set of authorization forms at the start of the fiscal year or when staff changes occur. This limits continually filing the same paperwork for the same employee as the executor in small towns is often the same employee.
 - Combine administrative filing requirements for grants to remove redundancy. The state offers many grant programs that require the same administrative information. Limit continued information submitted to just the grant's scope of work to decrease the administrative requirements on small towns.
 - Provide grant funding upfront to reduce the need for reimbursement requests. Hold the final payment until all documentation has been satisfactorily received.
- Increase Chapter 90 funding and application efficiencies. Recommendations from our membership include:
 - Simplify the paperwork process; distribute money upfront like with the final iteration of WRAP and ensure proper spending with audits.
 - Emphasize road miles in the Chapter 90 formula to help small towns keep up with road maintenance costs without additional local tax burdens.
 - Increase annual state funding to \$330 million. This matches Massachusetts Municipal Association (MMA) and STAM legislative priorities.
- Assist small towns with long-deferred capital needs by increasing state investments in targeted projects and cost-saving measures. Recommendations from our membership include:
 - Provide access to state-funded design and engineering services for small towns that need to pay a premium for these services from third-party providers.
 - Establish and fund a municipal building assistance authority.
 - Assist small towns with prioritizing and funding small bridge projects.
 - Incentivize small towns to invest in sustainability, climate change, and emergency preparedness efforts as the costs are prohibitive.
- Expand G.L. c. 44, §33B to allow budget transfers beginning in January. This gives small towns necessary financial flexibility between fall and spring town meetings.
- Incentivize regionalization efforts. Small towns must provide all the services required of larger towns without the staff and budget. Creativity and flexibility to fill ever-increasing vacancies and provide high-quality services without increasing taxes requires funding and focus. Regionalization efforts in small towns are necessary, but also politically difficult. Funding helps incentivize change.
- Establish a regional financial commission, like the regional planning agencies that can assist small towns with resources in financial positions that are getting increasingly more difficult to fill (Accountants, Treasurers, etc.).

- Implement a part-time police academy that meets the POST requirements. Requiring officers to be full-time academy trained is causing a financial hardship and creates staffing difficulties.
- Continue to address Chapter 70 funding. Regional schools represent the largest portion of small towns budgets and the largest hurdle for meeting annual budgeting requirements. A true rural factor for regional school aid as recommended in our legislative priorities is vital for small towns to provide adequate municipal services.
- More realistic PILOT assessments on State owned land. The assessment should be based on developable land's developed tax value as state owned land prevents development in small towns.
- Provide greater flexibility in the Open Meeting Law to allow small towns to continually attract volunteers and provide the meeting options that best suit their residents.
- Establish state emergency funds for disasters when impacts do not meet FEMA thresholds. This would allow communities to keep their Chapter 90 and Stabilization accounts for essential capital projects even when facing disaster repair/relief costs.
- Establish a State Bank for local borrowing. All communities could borrow at a set rate.
- Establish a small-town advisory committee to make recommendations to the administration about legacy laws and requirements in need of modernization. An example of the type of recommendations this committee could make includes removing the requirement for notarized signatures on the Animal Inspector Nomination forms. Many of our town halls do not have a notary and it should be sufficient to have the Town Clerk sign-off.

In addition to these suggestions, STAM has a highly active Legislative Affairs Committee, chaired by Ryan McLane, our Vice President. We would like to take this opportunity to share with the Administration the legislative priorities established by the Committee and advocated for across the Commonwealth by our STAM membership.

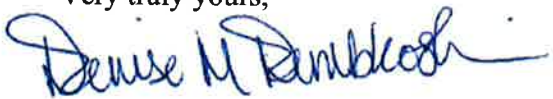
- Include a **RURAL FACTOR** or similar recognition in all state programs (eg. affordable housing, transformative development initiatives, rural school districts).
- Reform the state-owned land **PAYMENT IN LIEU OF TAXES (PILOT)** program to ensure more equity for towns constrained by necessary land preservation.
- Provide funding and technical assistance for town clerks and under-staffed towns to facilitate **COMPLIANCE WITH THE VOTES ACT**.
- Reform the **CHAPTER 90 FORMULA**; increase total funding to more than \$330 million per year; consider extending or merging Winter Road Assistance Program funds.

- Create a **MUNICIPAL BUILDING ASSISTANCE AUTHORITY** (public safety; municipal buildings) and dedicate a steady revenue stream for long-term viability.
- Engage with small community leaders about impacts, include funding sources, and preserve local options when considering permanent amendments to **HYBRID AND REMOTE PUBLIC MEETINGS** requirements.

While the 351 municipalities that make up the Commonwealth all share similar duties, one size does not fit all in terms of legislation, regulations, and programs. We are encouraged by this collaborative approach and your desire to learn more about the smallest towns in the State. Our goal is collaboration between the Administration and our Legislators to find a way to write laws and regulations that meet the needs of Cambridge and Colrain, Watertown and Wendell, and Boston and Buckland.

Thank you for your efforts to learn from our communities to make government more effective, efficient, and fiscally manageable. Our members look forward to the listening tour this fall to further expand upon our suggestions. We genuinely appreciate all the Administration does on behalf of all cities and towns in the Commonwealth.

Very truly yours,

A handwritten signature in blue ink, reading "Denise M. Dembkoski". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Denise M. Dembkoski
STAM President
Stow Town Administrator