

**SELECTBOARD AND BOARD OF HEALTH  
MEETING NOTICE  
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA  
MONDAY, April 13, 2020**

Due to COVID-19 Public Participation will occur via ZOOM meeting. To eliminate unauthorized individuals from entering the meeting the following protocols will be implemented:

1. Contact Wendy Bogusz at: [wendyb@montague-ma.gov](mailto:wendyb@montague-ma.gov) and submit your email and phone number that would be used to access the meeting for verification purposes.
2. Wendy Bogusz will then provide you with the email link and password to enter the meeting.
3. You will be directed to the waiting room and invited in after verification of your information.

**This meeting is being held fully remotely in accordance with the Governor of Massachusetts' March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law G.L. c. Section 20.**

**AGENDA**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 7:00 PM Chairs open the meeting, including announcing that the meeting is being recorded and roll call taken
2. 7:00 Approve Selectboard Minutes of April 6, 2020
3. 7:01 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. 7:02 Update on Town responses to COVID 19
  - Town Department and Operational Updates
  - Board of Health Updates
  - Operational Updates
  - Update and response to new State level orders or guidance
5. 7:15 Use of Peskeompskut Park – Entertainment Event, Movies in the Park – Add July 31st, 4:30 PM to 10:30 PM to the current scheduled dates. (June 26, July 17, August 14, 2020, with rain date: August 21, 2020)
6. 7:20 Chelsea Little, WPCF Superintendent, Kevin Boissonnault, WPCF Chief Operator
  - Execute Revised GAP 2 Grant agreement with MA Department of Environmental Protection for the “Fine Bubble Diffuser and Blower Replacement Project”

**SELECTBOARD AND BOARD OF HEALTH  
MEETING NOTICE  
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA  
MONDAY, April 13, 2020**

7. 7:30 Special and Annual Town Meeting scheduled for June 13, 2020
- Re-open Special and Annual Town Meeting Warrants through May 6, 2020
  - Consider proposed Act to Authorize "Remote" Town Meeting
8. 7:40 Town Administrators Report
- Execute Agreement with Air Quality Experts, Inc. for Strathmore Mill Asbestos and Hazardous Materials Abatement & Stack Demolition, not to exceed \$450,000
  - Update on Burn Dump Cap and Solar Field Project
    - Consider lease and pilot agreement with Kearsarge, LLC for Burn Dump Solar Array (if available)
  - Capital Project Updates
  - Topics not anticipated in 48 hour posting

The next regularly scheduled Selectmen's Meeting will be held on **MONDAY, APRIL 27, 2020** at the Montague Town Hall, 1 Avenue A, Turners Falls, MA

**WendyB-Montague Board of Selectmen**

---

**From:** Jonathan Dobosz  
**Sent:** Monday, April 06, 2020 11:08 AM  
**To:** WendyB-Montague Board of Selectmen  
**Subject:** Movies in the Park

Hello,  
Would we be able to add one more movie night for Peskeomskut Park? Looking at Friday, July 31

*Jon Dobosz, CPRP, CPO*  
*Director of Parks & Recreation*  
*Montague Parks & Recreation Dept.*  
*56 First St.*  
*Turners Falls, MA 01376*  
*(413) 863-3216*



6

## WendyB-Montague Board of Selectmen

---

**From:** StevenE - Montague Town Administrator  
**Sent:** Tuesday, April 07, 2020 12:14 PM  
**To:** WendyB-Montague Board of Selectmen  
**Cc:** WPCF Superintendent; Kevin Boissonnault  
**Subject:** SB Agenda 4/13/20

Hi Wendy

Please place an item on our Selectboard agenda for next Monday – consider it tentative at this time because we don't know exactly when the paperwork will be received. You can include a copy of this email in the agenda packet.

We expect to receive a revised grant agreement from DEP for our GAP 2 project grant. This agreement will formalize the reprogramming of \$137,118 for installation of fine bubble diffusers and efficient blowers and pump vfd's at our WPCF as part of a \$235,000 project that the Town intends to match through a capital article request at our upcoming Annual Town Meeting.

Please reference the agenda item as: Executive Revised GAP 2 Grant agreement with MA Department of Environmental Protection for the "Fine Bubble Diffuser and Blower Replacement Project."

We'll keep it as simple as that because we don't yet have the agreement in hand and I don't know precisely how the award value will be stated on the revised grant agreement.

I am happy to handle this under Town Administrator's Business, but will defer to Kevin or Chelsey if they'd like to have it appear separately and address it themselves.

Thanks - Steve

**Steven Ellis**  
**Town Administrator**  
Town of Montague  
One Avenue A  
Turners Falls MA 01376  
(413) 863-3200 x110

7A

absolute final date for articles 4/2  
 SB executes final warrant  
 post warrant on 4/16  
 Mail warrant packet

APRIL 2020

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
17	18	21	22	23	24	25
26	27	28	29	30		

Draft FC Report & begin voting articles  
 Revise FC Report & finish voting on articles  
 final adj, approve FC Report. (To Printer 16 Apr)  
*No Meeting*  
 Any pre-ATM action required or desired;

Final warrant/motions to KP  
 SB executes final warrant  
 post warrant on 5/28

MAY 2020

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

final adj, approve FC Report. (To Printer May 21)  
*No Meeting*

Mail warrant packet  
 ATM June 13th

JUNE 2020

	1	2	3	4	5	6
7	8	9	10	11	12	13

Any pre-ATM action required or desired;  
**ATM 6/13**

**WendyB-Montague Board of Selectmen**

---

**Subject:** FW: Legislation to Allow Remote Town Meetings  
**Attachments:** AN ACT AUTHORIZING REMOTE PARTICIPATION AT REPRESENTATIVE TOWN MEETINGS(1087123.1).pdf

---

**From:** StevenE - Montague Town Administrator  
**Sent:** Thursday, April 09, 2020 1:08 PM  
**To:** WendyB-Montague Board of Selectmen  
**Cc:** DebB-Montague Town Clerk; CarolynO-Montague Town Accountant  
**Subject:** FW: Legislation to Allow Remote Town Meetings

Hi Wendy

Deb and I would like to share this developing legislation relative to authorizing a remote annual town meeting. Please include the email and attachment on the agenda. It can appear under a separate agenda item:

Town Meeting Logistics and legislation

- Re-open Special and Annual Town Meeting Warrants through May 28
- Consider proposed Act to authorize "Remote" Town Meetings

Thanks - Steve

---

**From:** James Malloy  
**Sent:** Thursday, April 09, 2020 12:09 PM  
**To:**  
**Subject:** Legislation to Allow Remote Town Meetings

To All – The Town of Lexington and several other communities have been working with our Town Counsel and Bond Counsels on the attached proposed legislation that would provide for remote participation Town Meetings. Cities, including Towns, with the Council-Manager form of government are not being challenged by the need to have legislative approval to continue operations into FY21 and for many communities legislation that has been approved to date doesn't address all of the myriad needs that Town Meeting is required to vote on for the continuity of operations into FY21.

As of now, Arlington, Belmont, Danvers, Lexington and Winchester have expressed interest in this legislation and Brookline is also looking at moving forward with a remote Town Meeting. In order for there to be substantial support in the legislature, it would be advantageous to have other communities consider this legislation so that all or many of the 33 communities with Representative Town Meeting are working together.

Should you have any interest, please let me know and we'll start work to develop a coalition of communities to pursue this special legislation to allow remote Town Meetings during this state of emergency. Some of the communities identified above are already working with their legislative delegation to sponsor the legislation. On the attached document, the two redlined changes came from a meeting this morning and seek to add language to allow an electronic means of voting.

Should you have any questions or are interested in pursuing this legislation with us, please let me know. Thanks.

AN ACT AUTHORIZING REMOTE PARTICIPATION AT REPRESENTATIVE TOWN  
MEETINGS DUE TO THE COVID-19 EMERGENCY

Whereas, the deferred operation of this act would tend to defeat its purpose, which is to protect both public health and the viability of town meetings in the face of the state, national and global public health emergencies existing as a result of COVID-19 pandemic, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public health and convenience.

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

SECTION 1. During the state of emergency declared by the governor on March 10, 2020 related to the Covid-19 pandemic, if the moderator in a town having a representative town meeting form of government determines that it is not possible to safely assemble the town meeting members and interested members of the public in a common location while complying with any applicable state or local orders, directives, or guidance concerning public assemblies, the moderator, may, notwithstanding any general or special laws, charter provisions or bylaws to the contrary, request the select board of said town to call for any such representative town meeting to be held through remote participation by means of a video conferencing platform. Any such request by the moderator to the select board shall be in writing and shall include the following certifications and information: (a) the moderator's determination and request to hold any town meeting through remote participation in accordance with this section; (b) the video conferencing platform the moderator has determined to use to hold the town meeting; (c) a certification that the moderator has tested the video conferencing platform to his or her satisfaction to confirm that it will enable the town meeting to be conducted in substantially the same manner as if the meeting occurred in person at a physical location, including (i) the ability for the moderator, all town meeting members, other town officials and any other interested members of the public to identify and hear the moderator and each town meeting member who attends and participates in the remotely-held town meeting, (ii) the ability to determine whether a quorum is present, (iii) the ability for the moderator to determine when a town meeting member wishes to be recognized to speak, make a motion, raise a point of order or object to a request for unanimous consent, (iv) the ability for the moderator to recognize a town meeting member or town official to speak and to enable that person to speak; (v) the ability to conduct a roll-call vote or recorded vote, (vi) the ability for any interested members of the public to access the meeting remotely for purposes of witnessing the deliberations and actions taken at the town meeting, and (vii) the ability for the town meeting to be recorded.

SECTION 2. Notwithstanding any general or special laws, charter provisions or bylaws to the contrary, not later than 10 business days following receipt of a written request of the moderator pursuant to and in accordance with the requirements of section 1, and provided that the state of emergency declared by the governor on March 10, 2020 related to the Covid-19 pandemic continues to exist, the select board shall vote to determine whether any future town meeting for which a warrant has been or will be issued during the state of emergency shall be held remotely by means of the video conferencing platform requested by the moderator.

SECTION 3. In the event that the select board votes to approve the request of the moderator and if the select board has already issued a warrant calling a town meeting to be held on a date or dates before June 30, 2020, then, at the same meeting of the board, the select board shall approve and shall issue jointly with the moderator a notice, to be filed and posted in accordance with the requirements of section 10A subsection (b) of chapter 39 of the general laws and distributed to each town meeting member, that expressly states that the town meeting shall be held remotely by means of the video conferencing platform requested by the moderator, states the date and time of the meeting, and provides the necessary information for the moderator, town meeting members, other town officials and interested members of the public to access and attend the town meeting remotely.

SECTION 4. In the event that the select board votes to approve the request of the moderator and if the select board has not yet issued a warrant for a town meeting, and if the state of emergency continues to exist at the time the select board approves and issues the warrant for the town meeting, the select board shall approve and issue a warrant for the town meeting pursuant to and in accordance with section 10 of chapter 39 of the general laws, all other applicable laws, and any relevant provisions of the town charter and bylaws which states the date and time of the town meeting and the articles to be acted upon, and which expressly states that the town meeting shall be held remotely by means of the video conferencing platform requested by the moderator and provides the necessary information for the moderator, town meeting members, other town officials and interested members of the public to access and attend the town meeting remotely.

SECTION 5. Any notice issued pursuant to section 3 and any warrant issued pursuant to section 4 providing for a town meeting to be held remotely shall also include the written request of the moderator submitted to the select board pursuant to section 1. Any such notice or warrant may also include a date, time and place for the town meeting to be resumed in the event that the town meeting does not approve conducting the town meeting remotely as required under section 7. Within 5 business days after any vote of the select board to approve the request of the moderator to hold any town meeting remotely pursuant to this section, the town clerk shall submit a certified copy of the vote of the select board and of the written request of the moderator to the attorney general.

SECTION 6. Notwithstanding any general or special laws, charter provisions or bylaws to the contrary, each vote taken at a representative town meeting held through remote participation pursuant to this act shall be taken by roll call vote or recorded vote, and the vote of each town meeting member on each motion shall be recorded and kept with the minutes of the town meeting, provided, however, that any motion not constituting final action on any article in the warrant may be adopted by unanimous consent.

SECTION 7. Prior to taking any other vote at a representative town meeting held through remote participation pursuant to this act, the town meeting members present and voting at such meeting shall vote on whether or not to approve conducting the town meeting remotely by means of the video conferencing platform being used. If the town meeting votes to approve conducting the town meeting remotely, then the town meeting shall proceed by remote participation to address the articles included in the warrant. If the town meeting does not approve conducting the

town meeting remotely, then the town meeting shall be adjourned to the date, time and place specified in the notice or warrant as provided in section 5, or if no such date, time and place has been specified, the town meeting shall immediately and automatically be dissolved without taking any votes on any other matters, and the select board may only call the town meeting again pursuant to a new warrant that provides for the town meeting to be held in person at a physical location in accordance with section 10 of chapter 39 of the general laws and all other applicable laws, the provisions of the town charter and bylaws.

SECTION 8. Any representative town meeting held remotely pursuant to this act shall be recorded and the recording shall be preserved and made available for public view on the town's web page for at least 30 days following the conclusion of the town meeting.

SECTION 9. This act shall take effect upon its passage and shall remain in effect until the termination of the state of emergency declared by the governor on March 10, 2020 related to the Covid-19 pandemic, provided that any town that has called a town meeting to be held by remote participation in accordance with this act pursuant to a warrant issued by the select board prior to the termination of the state of emergency may proceed to hold such town meeting by remote participation in accordance with the provisions hereof.

SECTION 10. All acts, proceedings and votes taken by a representative town meeting pursuant to and in accordance with this act and all actions taken pursuant thereto are hereby ratified, validated and confirmed to the same extent as if the town meeting had been conducted in accordance with all other applicable laws, charter provisions, and bylaws.

8A

**Tighe&Bond**

SECTION 00520

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION  
CONTRACT**

This Agreement is by and between the Town of Montague, as requested by its SelectBoard hereinafter called Owner and Air Quality Experts, Inc. hereinafter called Contractor.

Owner and Contractor hereby agree as follows:

**ARTICLE 1 WORK**

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described with the following title: "Strathmore Mill Asbestos and Hazardous Materials Abatement & Stack Demolition".

**ARTICLE 2 ENGINEER**

- 2.1 The part of the Project that pertains to the Work has been designed by Tighe & Bond, Inc
- 2.2 It is expected that the Owner will retain Tighe & Bond ("Engineer") to act as Owner's representative, assuming all duties and responsibilities, 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 3 CONTRACT TIMES**

- 3.1 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.
- 3.2 Substantial Completion and Final Payment
- A. The Work will be substantially completed on or before May 29, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2020.
- 3.3 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
- A. Substantial Completion: Contractor shall pay Owner \$(NOT APPLICABLE) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.1 above for Substantial Completion until the Work is substantially complete.

**ARTICLE 4 CONTRACT PRICE**

- 4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the prices stated in Contractor's Bid, attached hereto as an exhibit, subject to adjustment under the Contract.
- 4.2 The total amount will be based on the inclusion of Bid Alternate \_\_\_\_\_.

**ARTICLE 5 PAYMENT PROCEDURES**

- 5.1 Applications for Payment shall be processed in accordance with Article 15 of the General Conditions and in accordance with Massachusetts General Law.
- 5.2 Owner shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All progress payments will be measured by the Schedule of Values established as provided in the General Conditions, or in the event there is no schedule of values, as provided elsewhere in the Contract.
- 5.3 Owner shall retain from progress payments 5 percent of the value of Work completed.
- 5.4 Substantial Completion
  - A. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-nine percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 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.
- 5.5 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 6 CONTRACTOR'S REPRESENTATIONS**

- 6.1 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 7 CONTRACT DOCUMENTS

### 7.1 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-7; inclusive);
  - 2. Performance Bond (pages 1 to 3, inclusive);
  - 3. Payment Bond (pages 1 to 3, inclusive);
  - 4. General Conditions (title pages, table of contents, and pages 1 to 72, inclusive);
  - 5. Supplementary Conditions (pages 00800-1 to 00800-11 plus attachments, inclusive);
  - 6. Specifications (Divisions 1 through 13);
  - 7. Attachments A, B, and C and Site Detail Drawings (pages G-000 to G-003, inclusive)
  - 8. Addenda (numbers 1 to 1, inclusive);
  - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 00410-1 to 00410-7, inclusive);
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed;
  - b. Work Change Directives;
  - c. Change Order(s);
  - d. Field Orders
- B. The documents listed in Paragraph 7.1.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 8 MISCELLANEOUS**

**8.1 Terms**

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

**8.2 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.

**8.3 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.

**8.4 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.

**8.5 Contractor 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 8.5:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.
  
- B. Awarding Contractor agrees to review the Debarment Lists before soliciting or considering bids, contracting or negotiating with any sub-contractor for work under this agreement and [Contractor] will not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists.
  
- C. Awarding Contractor agrees that any sub-contracts for work under this agreement will: (i) include a certification that the sub-contractor is not listed as debarred or suspended on the Debarment Lists, and (ii) require that the sub-contractor confirm that it will review the Debarment Lists and not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

(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 of other documents authorizing execution of Owner-Contractor Agreement.)

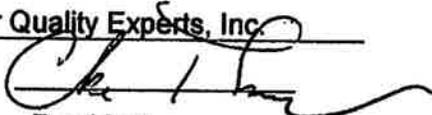
Attest \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

**CONTRACTOR:**

Air Quality Experts, Inc.

By: 

Title: President

[CORPORATE SEAL]

Attest 

Title: Office Manager

Address for giving notices:

23 Hall Farm Road

Atkinson, NH 03811

License No. AC000167  
(Where applicable)

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



As required by M.G.L. Chapter 44 Section 31c, this is to certify that the Town of Montague has an appropriation which is adequate to cover the cost of this Contract.

Certified as to the availability of funds:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

END OF SECTION



23 Hall Farm Road  
Atkinson, NH 03811  
(603) 894-6465  
(800) 621-1189  
(603) 894-7044 FAX

Christopher Thompson of this company is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such President of the company, shall be valid and binding upon this company.

I hereby certify that I am the Manager of Air Quality Experts, Inc.

That Christopher Thompson is the duly elected president of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

A true copy,

Attest: *J. Randall*

Date: 04/08/00

Place of business: Air Quality Experts, Inc.  
23 Hall Farm Road, Atkinson, NH 03811

