

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

Due to COVID-19 Public Participation will be by:

Join Zoom Meeting: <https://zoom.us/j/82602917967>

Meeting ID: 82602917967 Password: 600825

Dial into meeting: +1 929 205 6099 or +1 312 626 6799 or +1 301 715 8592

TUESDAY, May 26, 2020

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 open the meeting, including announcing that the meeting is being recorded and roll call taken

2. 6:30 Board of Health Chair opens the meeting, roll call taken

3. 6:30 Approve Joint Selectboard and Board of Health Minutes: May 18, 2020
 Approve Joint Finance Committee and Board of Health Minutes: May 6 & 20, 2020

4. 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

5. 6:35 Personnel Board
 - Appoint David Withers, DPW Transfer Station Attendant, 14 hrs/wk, Grade A, Step 1, \$14.74/hr, effective 5/27/20
 - Request to hire Truck Driver/Laborer

6. 6:40 Chris Williams, Chief of Police
 - Pistol Permit Interviews will resume effective 5/27/20

7. 6:45 COVID-19 Updates and Action Items
 - Discussion of Town Meeting Logistics and Date
 - Discussion and response to any new State Guidance or Development

- 8: 7:00 Discuss proposed "Streetside Café and Sidewalk Sale Initiative"
 - Understanding of business needs
 - Public spaces that could be made available
 - Licensing process and insurance requirements
 - Pending legislation relative to liquor licenses

**SELECTBOARD AND BOARD OF HEALTH
MEETING NOTICE
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA
TUESDAY, May 26, 2020**

9. 7:15 Town Meeting Warrant – To approve and execute the June 13, 2020 Annual Town Meeting Warrant, attached hereto
10. 7:30 Town Administrators' Report
- Vote to execute a Professional Services Contract between the Town and Franklin County Community Development Corporation in an amount not to exceed \$5,800 to administer a Microenterprise Loan Program to be financed through the Town's FY19 Community Development Block Grant.
 - Award FY21 contract for Town of Montague Information Technology Services and Support to Moody Consulting of Greenfield
 - Sign Agreement allowing FRCOG to enter into highway contracts on the Town's behalf
 - Topics not anticipated in 48 hour posting

Upcoming Meetings:

Selectboard Meeting, **Monday, June 1, 2020, 7:00 PM** via Zoom

**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
JUNE 13, 2020**

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, 222 Turnpike Road, Turners Falls, Massachusetts, on Saturday, June 13, 2020, at 8:30 A.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 receive and act upon the reports of the Officers of the Town and to receive the report of any committees and act thereon.

ARTICLE 2: To see if the Town will vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation, or pass any vote or votes in relation thereto.
(Selectboard Request)

ARTICLE 3: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2020, as set forth in Schedule I, Elected Officials, a copy of which is on file in the Office of the Town Clerk and on the Town's website at (Link) or pass any vote or votes in relation thereto.

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ARTICLE 5: To see if the Town will vote to amend the classification plan to add the position of Assistant Planner at Grade D as per a Memorandum of Agreement between the Town of Montague and the National Association of Government Employees (NAGE), or pass any vote or votes in relation thereto.

(Planning Department 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 \$10,527,445, or any other amount, for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at (Link) and for any other necessary changes, or pass any vote or votes in relation thereto.

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$2,449,068, or any other amount, for the purpose of operating the Water Pollution Control Facility and associated pumping stations, said sums to be allocated in accordance with Schedule IV, WPCF Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at (Link), or pass any vote or votes in relation thereto.

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$79,750, or any other amount, for the purpose of funding the operations, maintenance, and debt service of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$55,694, or any other amount, for the purpose of operating the Turners Falls Airport, or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$1,255,456, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

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(Gill-Montague Regional School District 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 \$16,250, or any other amount, for the purpose of hiring a contractor to provide valuation services relating to the natural gas and electric transmission/distribution utility properties located in town, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(Board of Assessors 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 \$41,953 or any other amount, for the following school building related projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

- To repair the canopy over the Gill Montague Regional School District Administration Building's side entry
- To repair the Hillcrest Elementary School roof
- To obtain Building Condition Assessments to support capital planning for the Sheffield School, Hillcrest School, and Great Falls Middle School/Turners Falls High School Buildings

(GMRSD 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 \$191,000, or any other amount, for the following WPCF projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

1. To increase the appropriation made pursuant to Article 7 of the March 5, 2020 Special Town Meeting, which appropriated \$75,000 to remove and dispose of an existing oil tank and vault.
2. To replace coarse bubble diffusers at the Montague WPCF with fine bubble diffusers or similar energy saving technology
3. To replace a primary sludge pump at the Montague WPCF, including purchasing and equipping a new pump, removal and disposal of the existing pump, design and installation services.

(WPCF Superintendent 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 \$127,260, or any other amount, for the following Town projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

1. To purchase, equip and make major repairs to DPW vehicles and equipment
2. To replace the Council on Aging chimney
3. To repair traditional walking paths in the villages of Millers Falls and Turners Falls, including but not limited to repair or replacement of the existing public stairway leading from the Millers Falls Village Center to Highland Park and the existing public walkway running from 7th Street to High Street, near its intersection with Avenue B.

(Dept. of Public Works, Council on Aging and Planning Department Request)

ARTICLE 16: To see if the Town will vote to transfer care, custody and control of the land and/or building commonly known as the former DPW Garage, located at 500 Avenue A, Turners Falls, and shown as Assessors' Parcel ID 05-0-127, from the Selectboard for general municipal purposes to Selectboard for general municipal purposes and for the purpose of conveyance or lease; and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land and/or building for such sum and upon such conditions determined by the Selectboard to be in the best

interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or take any other action relative thereto.

ARTICLE 17: To see if the Town will vote to transfer care, custody and control of the land and/or building commonly known as the Town Hall Annex, located at 1 Avenue A, Turners Falls, and shown as Assessors' Parcel ID 04-0-0004, from the Selectboard for general municipal purposes to the Selectboard for general municipal purposes and for the purpose of conveyance or lease; and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land and/or building for such sum and upon such conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pas any vote or votes in relation thereto.

ARTICLE 18:

We are writing to request that funds be appropriated to facilitate the repair of the public stairway leading from the Millers Falls Village Center to Highland Park. While many people continue to use the stairs they are in a sorry state and could cause someone harm if not addressed. Several of the concrete stairs are crumbling and the railings are rusted and broken. We feel that this is an important connector between the village center and the park and we hope that fixing the stairs would increase the use of the park by residents of the village center. Please repair the stairs so that we can use them safely.

(Petitioned Article)

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

Michael Nelson

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectmen, Town of Montague

Franklin, ss Montague, MA May ____, 2020

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

5A

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment**: _____ Selectboard Meeting Date: 5/26/20

Authorized Signature: _____

Board Authorizing **Wages**: _____ Selectboard Meeting Date: 5/26/20

Authorized Signature: _____

General Information:

Full name of employee: <u>David Withers</u>	Department: <u>DPW</u>
Title: <u>Transfer Station Attendant</u>	Effective date of hire: <u>5/27/20</u>

New Hire:

Permanent: <u>X</u> <u>Y</u> <u> </u> N If temporary, estimated length of service: _____
Hours per Week: <u>14</u> Union: _____

Wages:

Union: _____
Wages: Grade <u>A</u> Step <u>1</u> Wage Rate: <u>14.74</u> (annual/ hourly)
Notes:

Copies to:

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

WendyB-Montague Board of Selectmen

From: Christopher Williams <cwilliams@montague.net>
Sent: Tuesday, May 19, 2020 1:48 PM
To: WendyB-Montague Board of Selectmen; Anne Stuart - Health Clerk
Subject: Pistol Permits

Hello there,

With the Governor relaxing some of the restrictions on May 25th to allow 25% capacity back into business/offices. I would like to start bringing in residents for the purpose of getting there Pistol Permits. The plan would be the designated officer would complete the application via telephone. The resident would then make an appointment to come in for picture and electronic finger prints (process will take 15 min or less). The officer and resident would be required to wear a protective face covering during the interaction and both will wash/sanitize their hands prior to and at the end of the process. Steve thought this be on Tuesdays meeting.

Thank you,

CW

Montague Chief of Police
Christopher P. Williams
180 Turnpike Road
Turners Falls, MA 01376
413-863-8911 ex. 203
413-834-7215

Annual Town Meeting Recommendation

The Montague Selectboard requested a review of the feasibility of holding Annual Town Meeting, scheduled for 8:30am on June 13, 2020, at an outdoor venue in an open air format (no giant tent). Four locations were considered: Peskeompskut Park, Unity Park, Sheffield Elementary School and Turners Falls High School. Several factors contributed to a final recommendation, including public health and safety, accessibility, ambient noise levels, cost efficiency, and ease of operations.



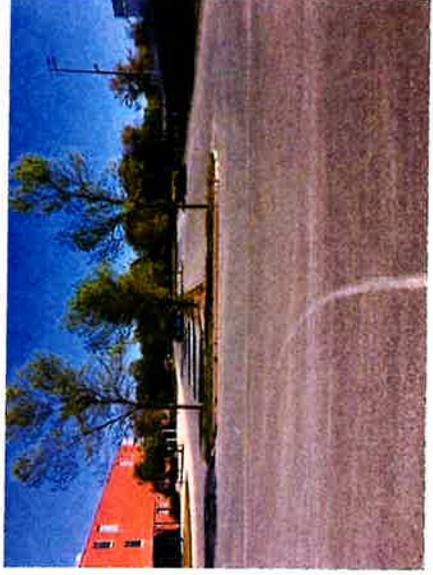
The Town Administrator's recommendation is for Town Meeting to be held at Turners Falls High School, in the east side parking lot (by the football field). The site provides low ambient noise, full ADA accessibility, abundant parking, spacious and accessible restrooms that do not otherwise require entering the building, and it is supported by GMRSD facilities staff, who will manage set up and break down.

Key logistical and safety measures:

- All participants will be given KN95 Masks and bottled water upon entry
- All chairs "fog" sanitized after set up, arranged with 9 foot grid spacing
- Professional sound system and sound manager on site
- Standing no-touch microphones for members, presenters
- Restrooms professionally monitored and sanitized with no-touch electrostatic cleaning wands after every use
- EMT services on site provided by Turners Falls Fire Department
- Note: there is limited shade and shady spots should be reserved for members who have exceptional need for them

Members should bring:

- Your town meeting packet (though we will have extras as needed)
- A clip board and pen/pencil to allow them to take notes and organize materials.
- Sun screen and shade umbrella, if desired (no personal tents or canopies)
- Any preferred beverages (non-alcoholic) or snacks as they may require
- Comfortable clothing that reflects the day's
- A flexible mindset and great sense of humor!



WendyB-Montague Board of Selectmen

From: StevenE - Montague Town Administrator
Sent: Wednesday, May 20, 2020 5:17 PM
To: WendyB-Montague Board of Selectmen
Subject: FW: Montague "Streetside Cafe and Sidewalk Sales Initiative" Survey

Please include the email survey below in the selectboard packet. You can make the quoted text the name of the agenda item. Print it without this note please.

From: River Culture
Sent: Wednesday, May 20, 2020 5:13 PM
To: Erin MacLean
Cc: StevenE - Montague Town Administrator; Walter Ramsey - Montague Planner
Subject: Montague "Streetside Cafe and Sidewalk Sales Initiative" Survey

Dear Montague restaurant and business owner,
On Monday the Baker/Polito administration announced a phased approach for re-opening the Massachusetts economy. That plan is available on the MA website.
Montague is committed to supporting businesses owners during this re-opening process and finding solutions to State mandates, as well as changes in customer preferences.

While the State presents detailed health and safety protocols, it doesn't represent Montague's response; *what will WE do and what will that look like?*
The following 8 question survey will help the Town understand your plans, and the feasibility of expanding business outdoors.

Kindly return your survey by **Monday, May 25**. We will collect this information for inclusion in the TUESDAY, MAY 26 Select Board Meeting.
Details about how to LOGIN to that meeting are on the Town of Montague Website Calendar.

The upcoming weeks are a vital time of preparation. Your responses will inform what we do and the initiatives we prioritize. Thank you!
Best,
Suzanne LoManto
Assistant Planner/Director of RiverCulture
413-863-3200 ext. 126

STREETSIDE CAFÉ & SIDEWALK SALES SURVEY

- 1) Is your business presently open? Please briefly describe your operations as of this week.
- 2) What are your current plans relative to re-opening (or further opening) your business? How has recent State re-opening guidance affected your thinking?
- 3) What problems or challenges do you foresee for your reopening plan?
- 4) Assuming the State sticks to its schedule, how likely are you to re-open/further open in June?
- 5) Do you have a target date to re-open/further open your business?

6) In response to possible limits on indoor capacity and changing consumer preferences, the Town is exploring the general feasibility of allowing businesses to move more of their activity outdoors, possibly on to adjacent sidewalks and parking spaces. If the Town were able to do this at little or no cost, would you expand your business outdoors?
Yes, No, Maybe. Please explain:

7) We are also considering establishment of an outdoor dining spot, possibly under a tent, designed as a central place to eat take-out from all downtown Turners Falls restaurants?
Yes, No, Maybe. Please explain:

8) Do you have any other comments or suggestions relative to how the Town might support your business' effort to re-open/re-establish itself?

9

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COMMONWEALTH OF MASSACHUSETTS
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(Petitioned Article)

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Michael Nelson

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectmen, Town of Montague

Franklin, ss Montague, MA May ____, 2020

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

**AGREEMENT
BY AND BETWEEN
TOWN OF MONTAGUE**

AND

FRANKLIN COUNTY COMMUNITY DEVELOPMENT CORPORATION

THIS AGREEMENT, was made as of the 26th day of May, 2020 by and between the **Town of Montague** Massachusetts (hereinafter referred as the TOWN) and **FRANKLIN COUNTY COMMUNITY DEVELOPMENT CORPORATION** (hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the TOWN has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of COVID-19 Recovery Business Assistance (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the TOWN in the timely achievement of its Mass. CDBG 19 Grant Program objectives.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The TOWN hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the TOWN, which is incorporated by reference herein as Attachment A.

3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The TOWN shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The TOWN'S representative is Brian McHugh, Director of Community Development for the Franklin County Regional Housing & Redevelopment Authority (413) 863-9781, extension 125.

4.1 **REPORTING:** The CONSULTANT will submit written reports to the TOWN on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

Quarterly Reports due 7th of month following end of each quarter

5. **SUBCONTRACTS:** No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the TOWN and DHCD.

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about May 27, 2020 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by June 30, 2021.

7. COMPENSATION: The TOWN will pay the CONSULTANT a total fee in an amount not to exceed Five Thousand Eight Hundred Dollars (\$5,800), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the Town and according to the "Method and Schedule of Compensation," found as Attachment B.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. TERMINATION: The TOWN may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the TOWN.

8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the signatories hereto, and receives approval from DHCD prior to its effective date.

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information,

ancestry, status as a veteran or any other basis prohibited by law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

8.7 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 227.

8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

8.11 CONFLICT OF INTEREST: The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.

8.12 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the TOWN's Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster

Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

9. **AVAILABILITY OF FUNDS:** The compensation provided by this Agreement is subject to the continued availability of federal funds for the Mass. CDBG Program, and to the continued eligibility of the Commonwealth and the TOWN to receive such funds.

10. **INDEMNIFICATION:** The CONSULTANT shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.

11. **LICENSES:** The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.

12. **CONFIDENTIALITY:** The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66 section 10, regarding access to public records, M.G.L. c.93H, Security Breaches; Executive Order No. 504, Regarding the Security and Confidentiality of Personal Information, and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

13. **COPYRIGHT:** No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

14. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the TOWN or the CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

15. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED:** If the amount of the contract or subgrant exceeds \$150,000, the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

16. **ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List

System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The TOWN is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

18. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the TOWN and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the TOWN the certification set out in Appendix A to 45 CFR Part 93.

19. **CLOSEOUT:** The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.

20. **CERTIFICATE OF TAX COMPLIANCE:** The following Certificate of Tax Compliance must be completed and submitted as part of this Agreement:

Certificate of Tax Compliance	
pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.	
Contractor: By: _____	_____
(signature of authorized representative & title)	(date)

21. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the TOWN and the CONSULTANT have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

By: /TOWN OF MONTAGUE :	By: CONSULTANT

Authorized Signatory	Date	name	Date
<u>Certification as to Availability of Funds:</u>		<u>Approval of Contract as to Form:</u>	
Town/Town Accountant		Town Counsel/Town Solicitor	
Date		Date	
<u>Approval of Contract as to Appropriate Procurement Method</u>			
Town/Town Procurement Officer			
Date			

Attachment A Scope of Services
COVID Recovery Business Assistance (CRBA)

1. FCCDC will assist in the design, implementation and administration of the CRMA
 - a. Collaborate with FCRHRA to develop program design responsive to Microenterprise in Montague;
 - b. Develop outreach, program description, and application for CRMA;
 - c. Participate in outreach and information workshops on this program;
 - d. Establish secure process for electronic submission of application and receipt of application documentation. Notify applicant of application receipt and again when application is complete with supporting documentation received.
 - e. Review and assess program eligibility of applicants.
 - f. Review applicant requests for funding and submit recommendations to FCRHRA and the Town of Montague.
 - g. FCRHRA and the Town of Montague will review recommendations and confirm awards. Franklin County CDC will make awards to applicants and handle the loan agreement and payment processing with applicants.
 - h. Approximately 3 month after assistance is issued, FCCDC will send notice to awardees requesting documentation of expenses and certification of no duplication of benefits for loan forgiveness to be granted.
 - i. Applicants submit documentation and certification to FCCDC. FCCDC reviews documentation and makes recommendation to the Town of Montague regarding loan forgiveness. The Town approves the loan forgiveness and the FCCDC processes the forgiveness paperwork.
 - j. Provide quarterly reports to the Town: (7th of the month following the quarter (July 7, Oct 7, Jan 7th, April 7th)

OTHER SERVICES: FCCDC shall provide business assistance to applicants and awardees and help them access other programs that may assist the microenterprise achieve and sustain successful long term sustainability.

Attachment B

Method and Schedule of Compensation COVID Recovery Business Assistance

FCCDC will receive compensation as follows:

A. **Administrative and Loan Fee:**

An administrative fee of 10% of the value of the loans disbursed. (Example - \$50,000 of loans disbursed equals \$5,000 fee)



May 15, 2020

Brian McHugh
Franklin County Regional Housing & Redevelopment Authority
241 Millers Falls Road
Turners Falls, MA 01376

Dear Linda;

The Franklin County would be happy to help administer the CDBG Microenterprise Grant Program for the Town of Montague. Amy Shapiro, FCCDC Business Development Director and myself will be the primary FCCDC staff involved with this program. Please see the Attachment A for the Scope of Service we could provide and Attachment B for the Schedule of Compensation.

We look forward to working with you to assist our micro and small businesses during this difficult time.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Waite", is written over a horizontal line.

John Waite
Executive Director

Attachment A Scope of Services
COVID Recovery Business Assistance (CRBA)

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COVID Recovery Business Assistance**

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FY2021 IT CONSULTING CONTRACT

THIS CONTRACT, made and entered into this 1st day of June, 2020 by and between the Town of Montague, a Municipal Corporation in Massachusetts (hereinafter called the "Town"), and Moody Consulting (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the 18th day of May, 2020, submit a Quote to provide services to the Town and to perform such work as may be incidental thereto; and

WHEREAS, the Town did on the 21st of May, 2020, award said bid to the Contractor;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties as follows:

1. The Contractor is hereby granted the license and privilege within the territorial jurisdiction of the Town to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Specifications
 - b. The authorization of the governing body authorizing the work and services contemplated herein.
 - c. This Instrument.
 - d. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by,

the Contract Documents.

- b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of nature or other similar or different contingency beyond the reasonable control of the Contractor.

- b. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Document.

- c. Contractor's faithful performance of all obligations contained herein.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures as of this 1st day of June 2020.

Town of Montague, Massachusetts
A Municipal Corporation of Franklin County

By _____
Chairman, Board of Selectmen

Board Member

Board Member

Moody Consulting
Contractor

By _____

Title _____

Pursuant to M.G.L. c. 44, & 31C, I certify that an appropriation in the amount specified in this Contract is available thereof and that the above Town Officers have been authorized to execute this Contract.

Town Accountant

Date

**CONTRACT
GENERAL SPECIFICATIONS**

1.00 DEFINITIONS

2.00 SPECIFICATIONS

3.00 COMPLIANCE WITH LAWS

4.00 NON-DISCRIMINATION

5.00 INDEMNITY

6.00 LICENSES AND TAXES

7.00 INSURANCE

8.00 BASIS OF PAYMENT

9.00 TRANSFERABILITY OF CONTRACT

10.00 MODIFICATIONS

11.00 CONTINUATION

12.00 TERMINATION

13.00 AVAILABILITY OF FUNDS

14.00 NOTICES

15.00 CONFLICT OF INTERESTS

16.00 ENTIRE UNDERSTANDING

1.00 DEFINITIONS

- 1.01 Town - The Town of Montague, Massachusetts.
- 1.02 Contract Documents - Specifications, authorization of the governing body authorizing the work and services contemplated herein, this Instrument, and any addenda or changes to the foregoing documents agreed to by the Town and the Contractor.
- 1.03 Contractor - The person, corporation, or partnership performing Information Technology Consulting under contract with the Town.

2.00 SPECIFICATIONS

- 2.01 The specifications listed below comprise the total of the work to be performed for the rates in section 8.02 below.
- 2.02 The Contractor shall be responsible for the following for all Departments of the Town of Montague EXCEPT the Police Department:

Hardware

- 1. Coordinate and complete all hardware upgrades, including servers, as required by hardware failure, software updates or scheduled replacements, including on-site visits as needed or requested.
- 2. Develop specifications and oversee purchases for all required parts and equipment.
- 3. Develop and maintain a 5 year plan for replacement of current computers and servers.
- 4. Design and supervise any required network or telecommunications cable runs.

Software

- 1. Ensure that current versions of software and software features work together as intended and required.
- 2. Coordinate and complete all software updates and upgrades, including upgrades to the most recent version of the operating system environment when required, and when hardware is upgraded.
- 3. Attend on-site visits when outside vendors (such as BMSI, Montague WebWorks, CitizenServe, VADAR or Patriot Properties) come to install or upgrade their software.
- 4. Develop specifications for all required software.
- 5. Make recommendations for new software tools that may enhance computing or operations efficiency.

6. Develop and maintain a 5 year plan for acquisitions, service and program upgrades.
7. Maintain and review anti-virus software, spam mail filters and malware filters.

On an ongoing basis:

1. Maintain, administer, and troubleshoot the e-mail server, e-mail access and related issues, including staff access to town email from personal smart phones, laptops and computers.
2. Troubleshoot internet access, including staff access to the internet from personal smart phones, laptops and computers for work purposes.
3. Assist staff in remote access to network and/or e-mail
4. Install software on network or individual user devices as may be required.
5. Set up new employees as users on computer, network and e-mail.

Other:

1. Review and make recommendations on IT infrastructure in new DPW facility to ensure compatibility and easy integration of the department into our broader IT infrastructure.
2. Attend on-site visits within one business day when DPW loses climate control connection through the internet.
3. Weekly reviews of data backups.
4. Provide bi-weekly work logs to the IT Coordinator.
5. Attend meetings and, in selected circumstances (as agreed to by both parties) and provide Project Manager services, as requested for following purposes:
 - a. IT budgets and expenditures
 - b. Broadband access within the town
 - c. Improve wireless access
 - d. Implementation of new software programs to be acquired by departments
 - e. CitizenServe Cloud Based Permitting Software- review and refinement
 - f. Reviewing methods to improve productivity and efficiency through implementation of additional IT/third party products and services
 - g. Computer controlled HVAC
 - h. Discussions on expansions or modifications of the current network

- i. Telecommunications including VoIP (voice over IP)
- j. Discussions with all new and existing software vendors
- k. Cloud backup, storage, and cloud-administered software

Response time –

- 1. The Consultant will respond within one business day to all questions regarding hardware, software, internet access and e-mail, including questions made in person or via phone or e-mail.
- 2. Respond on-site within 1 business day at no additional cost when presence is needed.

Exclusions:

- 1. No services will be supplied to the Police Department under this contract.
- 2. This contract does not include the cost of hardware, software, or installation materials.
- 3. This contract does not include installation of hardware or software other than replacements or upgrades of hardware and software owned by the Town of Montague as of June 30, 2020.
- 4. The hourly rate for installation and configuration of hardware or software other than replacements or upgrades of hardware and software owned by the Town of Montague as of June 30, 2020 is \$90.

Note: for WPCF, Library and Council on Aging questions asked on Friday or Saturday, Monday will be considered the next business day.

3.00 COMPLIANCE WITH LAWS

- 3.01 The Contractor shall comply with applicable laws, by-laws and codes of the Local, State and Federal Government.
- 3.02 This Agreement shall be deemed to have been delivered in the Commonwealth of Massachusetts and for all purposes shall be governed by and construed in accordance with the local laws of said Commonwealth without regard to said Commonwealth's conflict of laws rules.

4.00 NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation, provided said

orientation does not have as its object minor children.

5.00 INDEMNITY

The Contractor shall indemnify, save harmless and exempt the Town, its officers, agents and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, and attorney's fees incident to any work done in performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents and employees, however that the Contractor shall not be liable for suits, actions, legal proceedings, claims, demands, damages, costs, or attorney's fees arising out of willful or negligent act or omission of the Town of Montague and , its officers, agents or employees.

6.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Town.

7.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect statutorily required levels of Worker's Compensation Insurance.

8.00 BASIS OF PAYMENT

- 8.01 Rates - The charges shall not exceed the rates fixed by the Contract Documents.
- 8.02 The compensation for the Contractor shall be \$44,000 per year for the work identified in Section 2.02 Specifications.
- 8.03 Additional work performed by the Contractor shall be compensated at a rate of \$90 per hour.

9.00 TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability and duties of the Contractor, but said assignment shall in no way relieve the Contractor of his liabilities or duties pursuant to the Contract.

10.00 MODIFICATIONS

No modification, 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 and as may be permitted by MGL c.30B.

11.00 CONTINUATION

This contract does not include a provision for continuation.

12.00 TERMINATION

The Town may terminate this Contract by providing the Contractor with ten (10) days written notice in the following instances:

- a. If the Contractor abandons its work under this Contract, or if for any reason, the timely completion of such work is rendered improbable, unfeasible, impossible, or illegal;
- b. If the Contractor violates any of the terms of this Contract;
- c. If the Town determines that the Contractor is not satisfactorily fulfilling its obligations under this Contract or that the tasks of the Specifications are not being achieved.

In the case of suspension or termination the Contractor, upon receipt of a notice to suspend or terminate this Contract, shall have thirty (30) days to reply in writing if the Contractor does not concur with the reasons for the suspension or termination.

In the event of suspension, the Town will set forth the specific grounds for the suspension, any actions the Contractor could take to correct the problems or situations, and a stated period of time for the Contractor to comply with the corrections required. Failure to correct the problems or situations that necessitated the suspension within the stated period of time shall be grounds for termination.

In the event that the Town decides to terminate this Contract, the Contractor may request a hearing, during which time evidence for the continuation of this Contract may be presented by the Contractor, or any interested party. Any such hearing will be conducted, if at all feasible, within thirty (30) days of receipt of any such request. The Town may suspend processing of any payments to the Contractor pursuant to this Contract and/or prohibit the Contractor from incurring new obligations pending such hearing and final decision, if the Town determines that such action is necessary to safeguard public funds.

The Town shall have the right to terminate this Contract without cause upon thirty (30) days notice to the Contractor and all preceding paragraphs herein shall be applicable to this termination.

The Contractor shall have the right to terminate this Contract without cause upon sixty (60) days notice to the Town and all preceding paragraphs herein shall be applicable to this termination.

13.00 AVAILABILITY OF FUNDS

This Contract shall be canceled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

14.00 NOTICES

Any and all notices or other communications required or permitted by this Contract or by law to be served or given to either the Town or the Contractor by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal services when sent by U.S. mail, first-class, postage prepaid, addressed to the Town of Montague Town Administrator, 1 Avenue A, Turners Falls, MA 01376, or to the Contractor at Moody Consulting, 24 Franklin St Unit 8C, Greenfield, MA 01301.

15.00 CONFLICT OF INTERESTS

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 designees, 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 Agreement. 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.

16.00 ENTIRE UNDERSTANDING

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



Franklin Regional Council of Governments

10c

TO: Highway Superintendents

FROM: Andrea Woods, Chief Procurement Officer (ph 413-774-3167 x104)
Email bids@frcog.org

DATE: May 19, 2020

RE: PERMISSION TO CONTRACT ON THE TOWN'S BEHALF

Thank you for participating in the Franklin Regional Council of Governments Collective Highway Bids for FY 2021.

We will need approval from your Awarding Authority (the Board of Selectmen/Mayor's office), to contract on your behalf for the Products and Services Bids for which your town is participating which includes other bids you may choose to participate in during the next year including Winter Sand, Salt and Liquid bids which will be issued and awarded this fall, the Street Sweeping bid issued next January for March contract, and the Equipment Rental Bids.

Please obtain permission from your Selectboard or Mayor, if needed, and have them sign the attached sheet and return it to bids@frcog.org no later than **June 1, 2020**

Please scan and email the following form back – or alternately you may mail to Andrea Woods, Chief Procurement Officer, FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 0130

TO: Andrea Woods, Chief Procurement Officer
FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301

We understand that our municipality is participating in the **Franklin Regional Council of Governments Collective Highway Products and Services Bids and Contracts for FY 2021.**

We authorize the Franklin Regional Council of Governments (FRCOG) to contract on our behalf and we have taken action to duly appoint the FRCOG for the above mentioned bid(s).

We acknowledge that FRCOG takes precautions to ensure that any procured vendors or contractors have adequate insurance coverage as required by law. Nevertheless, in the event that any vendor or contractor is deemed to be an employee of our city/town for the purposes of Massachusetts Workers Compensation laws, as set forth in Massachusetts General Law (M.G.L.) c. 152, or lapses in their liability coverage, we agree to indemnify and hold harmless FRCOG from any and all claims, liabilities, assessments, costs (inclusive of attorneys' fees and costs of litigation), penalties, judgments, and awards which may be assessed against us

We agree to abide by M.G.L. c. 30b and c. 30, §39M for the purposes of procuring additional highway products and services, and will not engage in any activity in violation of Massachusetts ethics laws.

All financial obligations to vendors and contractors as a result of this agreement are the full responsibility of our city/town and not the FRCOG.

BOARD OF SELECTMEN/MAYOR OF THE TOWN/CITY OF: _____

Signature

Signature

Signature

Signature

Signature

Date

This form needs to be returned by June 1, 2020

You may scan/email it to bids@frcog.org or mail it to

FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301