

**JOINT SELECTBOARD and BOARD OF HEALTH MEETING**

**Due to COVID-19 Public Participation will be by:**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/84150756072>

**Meeting ID:** 841 5075 6072      **Password:** 881424

**Dial into meeting:** +1 646 558 8656 or +1 312 626 6799 or +1 301 715 8592

**Monday, June 28, 2021**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30 PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30              Reorganization of the Board
  - Election of Chair, Vice Chair and Clerk
3. 6:32              Approve Minutes:
  - Joint Selectboard and Board of Health Meeting: June 14, 2021
4. 6:33              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              Liquor License Hearing, St. Kazimierz Society, 197 Avenue A, Turners Falls
  - Request alteration of premises to their All-Alcoholic Beverage Liquor License (Club) St. Kazimierz Society will now lease 36,000 sq. ft. from building owner 108 Properties, LLC. The licensed premises will consist of the First floor – main bar, kitchen, porch on the front of the building, restrooms and cellar for storage with three entrances/exits.
6. 6:40              Aimee Francaes, Belly of the Beast, Northampton
  - Request 1 Day Beer & Wine License at Montague Retreat Center, 177 Ripley Road, Montague on July 23, 2021 from 4:00 PM to 11:00 PM
7. 6:45              COVID Updates
  - Montague Case Counts
  - Continuation of Municipal Relief Provisions
8. 6:55              Deb Bourbeau, Town Clerk
  - Special Election
9. 7:00              Personnel Board
  - Appoint Shawna Williams, Permanent Patrol Officer, NEPBA, Grade: Patrol, Step 1. 37.69 hours, effective 6/28/21
10. 7:05              Chief Williams, Chief of Police
  - Review of new/revised police policies

**JOINT SELECTBOARD and BOARD OF HEALTH  
MEETING NOTICE  
Monday, June 28, 2021  
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11. 7:15 Suzanne Lomanto, RiverCulture Director
- Request permission for downtown businesses to set up sales and/or 10 x 10 “pop up” style tents on Avenue A, Third Street and Second Streets between the months of July and August Pocumtuck Homeland Festival, August 7 to August 9, 2021
  - Request to close First Street from top of hill (by Maple St) and at the corner of L Street
  - Entertainment Permit
  - Execute Agreement with Northfield Mountain LLC/FirstLight MA Hydro for use of property along the river for Pocumtuck Homeland Festival. 8/6/21 to 6/9/21
12. 7:25 Walter Ramsey, Town Planner
- Execute Order of Taking for three temporary easements for the Canal District Gateway Enhancement Project Affecting 44 and 36 Canal Road
  - Closure of 125' section of alley between 151 Third Street and Unity Park ballfield through December 1, 2021
  - Review amendments to Town Hall Raingarden design
13. 7:35 FRTA Bus Maintenance Facility Land Acquisition
- Execute Purchase & Sale Agreement and Deed for the Sale of 5.052 acres off Sandy Lane (Map 21, Lot 149) to Franklin Regional Transit Authority for Purchase price of \$125,000
14. 7:45 Chelsey Little, WPCF Superintendent
- Execute Agreement with Wright-Pierce for On-Call Engineering Services
15. 7:55 Brian McHugh
- FY19 CDBG Grant Extension to 9/30/21 (extensions are only given in three month increments)
  - Spinner Park Contract Extensions from 6/30/21 to 8/30/21
    - Sciaba Construction
    - Berkshire Design Group
  - Authorization to Disburse \$55,743.80 to Sciaba Construction for the Spinner Park Restoration Project
  - Authorization to Disburse \$550.00 to Berkshire Design Group for the Spinner Park Restoration Project
  - Amend FY20 CDBG to add \$29,234.97 in Program Income to grant activity 4C (Housing Rehabilitation)
  - Execute \$26,400 contract between Town of Montague and Berkshire Design Group for the Avenue A Phase 3 Streetscape Improvements Project funded through the FY20 CDBG.
16. 8:10 To approve annual appointments as set forth in the attached list
17. 8:20 Town Administrator's Report
- Execute Information Technology Services Contract with Suzor IT, Athol, MA, \$32,550
  - Topics not anticipated in 48 hour posting

**Upcoming Meetings:**

- Selectboard Meeting, **MONDAY, July 12, 2021, 6:30 PM** via Zoom

Board Name	NAME		EXPIRATION
<b>1 YEAR APPOINTMENTS</b>			
ADA COORDINATOR	Steven	Ellis	6/30/2022
ALTERNATE BUILDING INSPECTOR	Charles	Bado	6/30/2022
ALTERNATE BUILDING INSPECTOR	David	Jensen	6/30/2022
ASSISTANT TOWN CLERK	Kathern	Pierce	6/30/2022
AUCTION PERMIT AGENT	Wendy	Bogusz	6/30/2022
AUCTION PERMIT AGENT	Debra	Bourbeau	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	David	Brule	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Joe	Graveline	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Rich	Holshuh	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Roger	Longtoe Sheehan	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	John	Nove	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Elizabeth	Santana Kiser	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Marilynn	Tomb	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Bettina	Washington	6/30/2022
CABLE ADVISORY COMMITTEE	Jason	Burbank	6/30/2022
CABLE ADVISORY COMMITTEE	Richard	Kuklewicz	6/30/2022
CABLE ADVISORY COMMITTEE	Richard	Widmer	6/30/2022
CEMETERY COMMISSION	Annabel	Levine	6/30/2022
CEMETERY COMMISSION	Judith	Lorei	6/30/2022
CEMETERY COMMISSION	Jeri	Moran	6/30/2022
CONSERVATION COMMISSION - ASSOCIATE MEMBER	Tobias	Carter	6/30/2022
CONSTABLE	Wendy	Bogusz	6/30/2022
CONSTABLE	Christopher	Williams	6/30/2022
COUNCIL ON AGING	Debra	Bourbeau	6/30/2022
COUNCIL ON AGING	Barbara	Kuklewicz	6/30/2022
COUNCIL ON AGING	Larry	Parker	6/30/2022
COUNCIL ON AGING	Roberta	Potter	6/30/2022
DPW SUPERINTENDENT	Tom	Bergeron	6/30/2022
EMERGENCY MANAGER	John	Zellmann	6/30/2022
ENERGY COMMITTEE	Jason	Burbank	6/30/2022
ENERGY COMMITTEE	Ariel	Elan	6/30/2022
ENERGY COMMITTEE	Pamela	Hanold	6/30/2022
ENERGY COMMITTEE	Chris	Mason	6/30/2022
ENERGY COMMITTEE	Sarah (Sally)	Pick	6/30/2022
ENERGY COMMITTEE	Timothy	Van Egmond	6/30/2022
F. C. SOLID WASTE MANAGEMENT DISTRICT 2	Christopher	Boutwell, Sr.	6/30/2022
F. C. SOLID WASTE MANAGEMENT DISTRICT 2	Michael	Nelson	6/30/2022
FOREST WARDEN	Richard	Sawin Jr.	6/30/2022
FOREST WARDEN - DEPUTY	John	Zellmann	6/30/2022
FRANKLIN REGIONAL COUNCIL OF GVNMT	Steven	Ellis	6/30/2022
FRANKLIN REGIONAL COUNCIL OF GVNMT	Richard	Kuklewicz	6/30/2022

<b>1 YEAR APPOINTMENTS</b>			
FRANKLIN REGIONAL COUNCIL OF GVNMT - PB REP	Elizabeth	Irving	6/30/2022
FRTA ADVISORY BOARD	Richard	Kuklewicz	6/30/2022
FRTA ADVISORY BOARD	Jeffrey	Singleton	6/30/2022
GAS & PLUMBING INSPECTOR	John	Letourneau	6/30/2022
GAS & PLUMBING INSPECTOR - ALTERNATE	Timothy	Hartnett	6/30/2022
Library Director	Linda	Hickman	6/30/2022
PARKS & RECREATION DIRECTOR	Jonathan	Dobosz	6/30/2022
PLANNING AND CONSERVATION AGENT	Walter F	Ramsey	6/30/2022
PLANNING BOARD - ASSOCIATE MEMBER	Matt	Lord	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Jason	Burbank	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Jay	DiPucchio	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Ariel	Elan	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Mark	Fairbrother	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Pamela	Hanold	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	David	Jensen	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Robert	Macewicz	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Ken	Morin	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Richard	Widmer	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Mark	Williams	6/30/2022
REGIONAL EMERGENCY PLANNING COMMITTEE (REPC)	John	Zellmann	6/30/2022
SIX TOWN REGIONALIZATION COMMITTEE	Michael	Naughton	6/30/2022
SIX TOWN REGIONALIZATION COMMITTEE	Marlyn	Reynolds	6/30/2022
TAX TITLE CUSTODIAN	Eileen	Seymour	6/30/2022
TREE ADVISORY COMMITTEE	David	Detmold	6/30/2022
TREE ADVISORY COMMITTEE	Charles Walker	Korby	6/30/2022
TREE ADVISORY COMMITTEE	Annabel	Levine	6/30/2022
TREE ADVISORY COMMITTEE	Sean	Mahoney	6/30/2022
TREE ADVISORY COMMITTEE	Michael	Marcotrigiano	6/30/2022
TREE ADVISORY COMMITTEE	Tom	Sullivan	6/30/2022
TREE ADVISORY COMMITTEE	Rafael	Vega	6/30/2022
TREE ADVISORY COMMITTEE	Jeffrey	Warren-Pukis	6/30/2022
VETERAN'S BURIAL AGENT	Christopher	Demars	6/30/2022
VETERAN'S DIRECTOR	Timothy	Niejadlik	6/30/2022
VETERAN'S GRAVES OFFICER	John T	Murphy	6/30/2022
WELLS TRUST	Ron	Sicard	6/30/2022
WIRING INSPECTOR	Wayne	Shaw	6/30/2022
WIRING INSPECTOR - Alternate	Todd	Weed	6/30/2022
WIRING INSPECTOR - Alternate	Thomas W.	Wyman	6/30/2022
ZONING BOARD OF APPEALS - ALTERNATE	David	Jensen	6/30/2022

<b>2 YEAR APPOINTMENTS</b>			
RIVERCULTURE STEERING COMMITTEE	Erin	MacLean	6/30/2023
RIVERCULTURE STEERING COMMITTEE	Oliver	Miller	6/30/2023
<b>3 YEAR APPOINTMENTS</b>			
AIRPORT COMMISSION	Joseph	Mazeski	6/30/2024
CONSERVATION COMMISSION	Justin T.	Fermann	6/30/2024
ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION	John	Furbish	6/30/2024
HISTORICAL COMMISSION	Suzanne	LoManto	6/30/2024
PLANNING BOARD	Frederic	Bowman	6/30/2024
PLANNING BOARD	Elizabeth	Irving	6/30/2024
REGISTRAR OF VOTERS	Elizabeth	Irving	6/30/2024
<b>5 YEAR APPOINTMENT</b>			
ZONING BOARD OF APPEALS	Richard	Ruth	6/30/20206

**Montague Reporter:**

Please publish the following as a legal notice on Thursday, June 17, 2021.

**PUBLIC HEARING**

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that St. Kazimierz Society, Deborah Banash as manager, has applied for an alteration of premises to their All-Alcoholic Beverage Liquor License (Club) at 197 Avenue A, Turners Falls, MA St. Kazimierz Society will now lease 36,000 sq. ft. from building owner 108 Properties, LLC. The licensed premises will consist of the First floor – main bar, kitchen, porch on the front of the building, restrooms and cellar for storage with three entrances/exits.

Date and place of hearing: Monday, June 28, 2021, at 6:35 P.M. at the Town Hall, Upstairs Meeting Room, One Avenue A, Turners Falls.

Montague License Commissioners

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**AMENDMENT-Change or Alteration of Premises Information**

**Change of Location**

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**Alteration of Premises**

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
St. Kazimierz Society	Montague	00002-CL-0736

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Sold Building, leasing back a portion to continue operation of St. Kazimierz Society

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Sheryl Jablonski	Trustee	sheryljab@gmail.com	413-519-6918

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

On May 13, 2021, property was sold to 108 Properties. St. Kazimierz Society will no longer be using the banquet hall and second and third floors.

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

St. Kazimierz will lease property at 197 Avenue A including the Bar Room, Kitchen, Porch, Restrooms and cellar for storage

Total Sq. Footage	<input type="text" value="36,000"/>	Seating Capacity	<input type="text" value="65"/>	Occupancy Number	<input type="text" value="65"/>
Number of Entrances	<input type="text" value="3"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="2"/>

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

CHECK ONE

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

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

DATE OF EVENT BEING APPLIED FOR: 07/23/2021

1. Full name, address and phone number(s) of the organization making this application: 4137273040  
Belly of the Beast, 159 Main St, Northampton, MA 01060
2. Full name, address and phone number(s) of manager who shall be responsible for the license:  
Aimee Francaes, 213 447 1307 159 Main St Northampton, MA 01060
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.  
YES  NO
4. Nature of Event wedding rehearsal dinner Number of Attendees ~
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES  NO
6. Location where event shall be held: Montague Retreat Center, 177 Ripley Rd  
Montague
7. Has the approval of the property owner been obtained? YES  NO
8. Exact times of the license: FROM 4 o'clock AM/PM TO 11:00 o'clock AM  PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?  
YES  NO  If so, when? \_\_\_\_\_
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES  NO
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? yes Date \_\_\_\_\_

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

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





BELLOFT-01

VCARRIER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2021

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

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


<b>PRODUCER</b> Whalen Insurance Agency 71 King Street Northampton, MA 01060	<b>CONTACT NAME:</b> Valerie Carrier	
	<b>PHONE (A/C, No, Ext):</b> (413) 586-1000 104	<b>FAX (A/C, No):</b> (413) 585-0401
<b>E-MAIL ADDRESS:</b> valerie@WhalenInsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Arbella Protection		<b>41360</b>
<b>INSURER B :</b> MA Retail Merchants WC Group, Inc.		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Liquor Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7520084816	6/1/2021	6/1/2022	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
							MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7520084816	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			4620085496	6/1/2021	6/1/2022	EACH OCCURRENCE \$ <b>2,000,000</b>
							AGGREGATE \$ <b>2,000,000</b>
							\$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	014005034879121	1/1/2021	1/1/2022	PER STATUTE      OTH-ER
							E.L. EACH ACCIDENT \$ <b>500,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate issued as evidence of coverage.

<b>CERTIFICATE HOLDER</b>  Town of Montague Montague Retreat Center 177 Ripley Road Montague, MA 01351	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on June 15, 2021  
provided by Health Communications, Inc.  
is hereby granted to:

**Aimee Francaes**

Certification to be sent to:

**Belly of the Beast**  
159 Main St  
Northampton MA, 01060-3125 USA



HEALTH COMMUNICATIONS, INC.



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



## WendyB-Montague Board of Selectmen

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**From:** StevenE - Montague Town Administrator  
**Sent:** Wednesday, June 23, 2021 6:45 PM  
**To:** WendyB-Montague Board of Selectmen  
**Subject:** eUpdate\_-\_extension\_of\_pandemic-related\_relief\_provisions.pdf  
**Attachments:** eUpdate\_-\_extension\_of\_pandemic-related\_relief\_provisions.pdf

Let's include this on Monday's agenda. I assume we still have a Covid updates section and we can include it as:

### COVID Updates

Montague Case Counts

Continuation of Municipal Relief Provisions

## Extension of Pandemic-Related Relief Relative to Municipal Operations June 17, 2021

Numerous legislative and gubernatorial enactments provided temporary relief from various provisions of state law as a result of the COVID-19 public health emergency. However, when the State of Emergency ended, those relief provisions either expired or were rescinded. Unfortunately, consensus was not reached between the Governor, House, and Senate on proposals extending some of those relief provisions before the State of Emergency expired. Late on June 15<sup>th</sup>, however, the House and Senate approved a compromise relief bill, signed by the Governor yesterday as Chapter 20 of the Acts of 2021 (the “Act”). The Act codifies and extends several pandemic-relief provisions important to municipal operations, explained below. Importantly, the Act does not contain any provisions relative to municipal elections, including mail-in or early voting, as it is reported that the Legislature is separately considering action on such matters.

### Open Meeting Law (Section 20 of the Act):

Perhaps the most eagerly anticipated provision of the Act for public sector entities is the extension until **April 1, 2022** of the relief provided by Governor Baker’s temporary suspension of certain provisions of the Open Meeting Law (OML), authorizing public bodies subject to the OML to continue to hold public meetings entirely by virtual or remote means. Attached are some examples of updated language that could be included on meeting notices, indicating that a meeting will be held via remote means.

The Act continues the rules and requirements applicable during the State of Emergency under Governor Baker’s March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §20. (For more information on those requirements, please see our March 13, 2020 eUpdate, found [here](#)). Importantly, this means that even in municipalities where the Chief Executive Officer has not adopted remote participation for boards and committees, individual public bodies may independently decide to continue holding entirely virtual meetings.

Public bodies may, but are not required to, continue to hold entirely virtual meetings until April 1, 2022 or such later time as the Legislature may deem it appropriate to amend the OML permanently for such purposes. It is anticipated, however, that with more public buildings re-opening, some municipalities may decide to move forward with entirely in-person meetings, while others may choose to hold “hybrid” meetings simultaneously in person and via remote means.

While many boards and committees faced difficult decisions on or before June 15<sup>th</sup> about whether to move forward with virtual meetings/hearings that were posted or advertised prior to the expiration of the State of

**THE LEADER IN PUBLIC SECTOR LAW**

617.556.0007 | 1.800.548.3522 | [www.k-plaw.com](http://www.k-plaw.com) | ©2021 KP Law, P.C.

Emergency, the Act ratifies any such meetings for purposes of the OML if they were held in compliance with the Governor's previous Executive Order. Unfortunately, this portion of the Act was added to the legislation at the last minute, and thus many boards and committees either postponed or continued meetings scheduled for June 15<sup>th</sup> or 16<sup>th</sup>.

Other provisions of the Act of interest to municipalities are summarized below.

### Outdoor Dining & Alcohol "To Go":

- Outdoor Dining (Section 19 of the Act): Extends until **April 1, 2022** the ability of cities and towns to approve requests for expansion of outdoor dining service. This section also extends until **April 1, 2022** a local licensing authority's ability to approve, without further ABCC review or approval, changes in the description of a licensed premises for outdoor alcohol service. The Act also authorizes a local licensing authority to extend or modify the scope of an earlier approval issued under the now-rescinded Governor's Executive Orders to address potential issues with snow removal, pedestrian traffic or similar concerns. The authority to permit an extended area for alcohol service without ABCC approval is unlikely to be extended again, so local licensing authorities may wish to advise license holders, when they are filing their renewal applications in November, that they should file an Alteration of Premises application (which requires both local and ABCC approval) if they wish to request the extended outdoor space through 2022 and beyond.
- Beer, Wine and Cocktails to Go (Sections 1, 2, 10 and 11 of the Act): Extends until **May 1, 2022** the sale of beer, wine and cocktails "to go" and requires prices for on-premises and off-premises consumption to be the same. (For more information, please see our May 25, 2021 eUpdate, found [here](#)).

### Town Meetings:

- Quorum (Section 8 of the Act): Extends until **December 15, 2021** the ability of a town Select Board, in consultation with, and approval of, the Moderator, to lower a Town Meeting quorum requirement. The procedural prerequisites for adopting a lower quorum are the same as originally adopted under Chapter 92 of the Acts of 2020. (For more information, please see our May 5, 2020 eUpdate, summarizing S.2680, found [here](#)).
- Remote Representative Town Meeting (Section 9 of the Act): Extends until **December 15, 2021** the ability of a town Moderator to request, through the Select Board, that a representative town meeting be held remotely. The requirements for a remote representative town meeting are the same as originally provided for by Chapter 92 of the Acts of 2020. The Act **does not** authorize open Town Meetings to meet remotely. (For more information, please see our May 5, 2020 eUpdate, summarizing S.2680, found [here](#)).

## Virtual Notarization:

- Section 7 of the Act extends until **December 15, 2021** the ability to perform “virtual” notarizations, including for the execution of documents to be filed in the registry of deeds and other specific functions. (For more information on virtual notarization requirements, please see our April 28, 2020 eUpdate, found [here](#)).

## Housing/Evictions:

- Notice to Quit (Sections 12 to 14, Section 32):
  - Effective upon the termination or nullification of the Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19 Order issued by the federal Centers for Disease Control and Prevention (the “CDC eviction moratorium”).
  - Extends until **December 30, 2022** the requirement that landlords include with a notice to quit for non-payment of rent a form informing tenants of their rights in an eviction case and rental assistance options. The Executive Office of Housing and Economic Development (EOHED) will develop this new form and make it publicly available on its website. Landlords issuing notices to quit after the termination or nullification of the CDC eviction moratorium should not use the old form, but instead the new EOHED form.
  - Extends until **December 30, 2022** the requirement that landlords submit a copy of a notice to quit for non-payment of rent to the EOHED.
- Eviction Continuance/Stay (Section 17): Extends until **April 1, 2022** the requirement that courts grant a continuance or stay of eviction in a case for non-payment of rent where the tenant has a pending rental assistance application and the non-payment is was due to a financial hardship related to the COVID-19 emergency. (For more information, see our February 1, 2021 eUpdate, found [here](#), and our subsequent February 26, 2021 eUpdate, found [here](#)).

We will, of course, continue to keep you apprised of new developments. In the meantime, should you have questions, please contact your KP Law attorney or e-mail us at [coronavirusinfo@k-plaw.com](mailto:coronavirusinfo@k-plaw.com).

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

**THE LEADER IN PUBLIC SECTOR LAW**

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# Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_ Employee # \_\_\_\_\_

**General Information:**

Full name of employee: <u>Shawna Williams</u>	Department: <u>Police</u>
Title: <u>Patrol Officer</u>	Effective date of change: <u>6/29/21</u>

**New Hire:**

Permanent: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	If temporary, estimated length of service: _____
Hours per Week: <u>37.69</u>	Union: <u>NEPBA</u>
Pay: Grade <u>Patrol</u> Step <u>1</u>	Wage Rate: <u>\$22.95</u> ( <del>annual</del> / hourly)
Board Authorizing: <u>Selectboard</u>	Date of Meeting: <u>6/28/21</u>

**Grade/Step/COLA Change:**

Union: _____
Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)
Notes: _____

**Termination of Employment:**

Resignation: _____	Retirement: _____	Involuntary Termination: _____
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**Other:**

<input type="checkbox"/> Unpaid Leave of Absence	Termination Date: _____
<input type="checkbox"/> Unpaid Sick Leave	Termination Date: _____
<input checked="" type="checkbox"/> Other/Specify: <u>Temporary to Permanent</u>	Termination Date: _____

Copies to:

<input type="checkbox"/> Employee	<input type="checkbox"/> Department	<input type="checkbox"/> Board of Selectmen
<input type="checkbox"/> Treasurer	<input type="checkbox"/> Accountant	<input type="checkbox"/> Retirement Board
<input type="checkbox"/> Town Clerk		

# SOCIAL MEDIA

POLICY & PROCEDURE NO. <b>2.20</b>	ISSUE DATE: <u>4/1/2021</u>
	EFFECTIVE DATE: _____
	REVISION DATE: _____

## I. GENERAL CONSIDERATIONS AND GUIDELINES

Social media is a rapidly evolving and pervasive element in modern life. As such, the Montague Police Department recognizes both its utility and the need for management and guidance on its use, administration, and oversight by Department personnel both on-duty in the course of their official duties and off-duty when identified as members of the organization, or otherwise pursuant to their official duties in the public arena.

## II. POLICY

It is Montague Police Department policy that all personnel use computers, computer applications, computer programs, Internet resources, and network/Internet communications in a responsible, professional, ethical, and lawful manner. (*see Information Technology, 2.14*)

All existing laws, rules, regulations, and directives that govern on- and off-duty conduct are applicable to conduct associated with social media and networking. When engaging in social networking, employees will strictly adhere to any and all existing federal, state, and local laws, policies of the Montague Police Department, and laws regarding public information on arrests, investigations, and personnel data.

## III. DEFINITIONS

- A. **Blog:** A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments.



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- B. **Comment:** Response to a blog post, news article, social media entry, or other social networking post.
- C. **Forum:** Discussion area on websites where people can post messages or comment on existing messages at any time.
- D. **Page:** The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.
- E. **Post (noun):** Content that an individual shares on a social media or similar site or the act of publishing content on such a site.
- F. **Post (verb):** The act of creating, uploading, editing, or adding to any social media outlet. This includes text, photographs, audio, video, or any other multimedia file.
- G. **Profile:** Information that a user provides about himself or herself on a social networking or similar site.
- H. **Social Media:** A category of Internet-based resources that integrate user-generated content and user participation. This includes, but is not limited to, social networking sites, blogs and microblogging sites, photo and video sharing sites, wikis, and news sites that permit user contributed content.
- I. **Social Networks:** Online platforms where users can create profiles, share information, and socialize with others using a range of technologies, such as Facebook, Twitter, LinkedIn, Usenet Group message or on-line bulletins boards, blogs, wikis, news sites, or other similarly developed formats.
- J. **Speech:** Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.
- K. **Wiki:** Web page(s) that can be edited collaboratively.
- L. **User:** All employees of the Town/Dispatch/Police Department, as well as any outside contractors, volunteers, interns, consultants, etc. that use or may use or have access to any department information technology tools.
- M. **IT Administrator:** The individual responsible for oversight, maintenance, and administration of all the department's IT resources. Currently, Lieutenant Bonnett is assigned to this role.
- N. **Command Staff:** The Chief and Lieutenant of the Police Department

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## **IV. PROCEDURES**

### ***A. Department-Sanctioned Use of Social Media***

- 1. Social media is a valuable investigative tool when seeking evidence or information about:**
  - a. Missing persons
  - b. Wanted persons
  - c. Gang participation
  - d. Crimes perpetrated online (i.e., cyberbullying, cyberstalking)
  - e. Photos or videos of a crime posted by a participant or observer
  
- 2. Social media can be used for community outreach and engagement by:**
  - a. Providing crime prevention tips
  - b. Offering online reporting opportunities
  - c. Sharing crime maps and data
  - d. Soliciting tips about unsolved crimes
  
- 3. Social media can be used to make time-sensitive notifications related to:**
  - a. Road closures
  - b. Special events
  - c. Weather emergencies
  - d. Missing or endangered persons
  
- 4. Department Social Media Pages**
  - a. Where possible, each social media page shall include an introductory statement that clearly specifies the purpose and scope of the Department's presence on the website.
  - b. When appropriate, the page(s) should link to the Department's official website.
  - c. All Department social media sites or pages shall be approved by Command Staff, and only administered by those assigned to do so.
  - d. Where possible, social media pages shall clearly indicate they are maintained by the Department and shall have Department contact information prominently displayed.
  - e. Social media content shall adhere to applicable laws, regulations, and policies, including all information technology and records management policies.
  - f. Content may be subject to public records laws. Relevant records retention schedules apply to social media content, and content must be managed, stored, and retrieved to comply with public records laws.

- g. Where possible, social media pages should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the Department.
- h. Pages shall clearly indicate that posted comments will be monitored and that the Department reserves the right to moderate those comments which violate the Department's Terms of Use Policy.
- i. Pages shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.

### ***B. Personal Use of Social Media by Department Personnel***

1. Department personnel are free to express themselves as private citizens speaking on matters of public concern<sup>1</sup> on social media sites to the degree that their interests in engaging in such speech is not outweighed by the Department's interests against impairing the maintenance of discipline by supervisors, impairing working relationships of this Department for which loyalty and confidentiality are important, impeding the performance of duties, impairing discipline and harmony among coworkers, interfering with the operation of the Department, undermining the mission of the Department, conflicting with the responsibilities of the personnel, or abusing one's authority or public accountability<sup>2,3,4</sup>. The instances must be judged on a case-by-case basis.<sup>5</sup>
2. As public employees, Department personnel are cautioned that speech on- or off-duty, made pursuant to their official duties is not protected speech under the First Amendment and may form the basis for discipline if deemed detrimental to the Department<sup>6,7</sup>.
3. For safety and security reasons, Department personnel should be cautious where they disclose their employment with this Department. As such, **Department personnel are prohibited from the following:**
  - a. posting, transmitting, and/or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked or unmarked vehicles, equipment, or other material that specifically identifies the Department, on any personal or social networking website or web page, without express written permission of Command Staff.<sup>8</sup>
  - b. Posting personal photographs, or providing similar means of personal recognition, that may cause them, or another officer, to be identified as a police officer of this Department. Officers who are, or who may reasonably be expected to work in undercover operations, shall not post any form of visual or personal identification.

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4. When using social media, Department personnel should be mindful that their speech becomes part of the worldwide electronic domain. Therefore, adherence to the Department's Code of Conduct is required in the personal use of social media.
  5. Department personnel may not make any statements, speeches, appearances, endorsements, or publish materials that could reasonably be considered to represent the views or positions of this Department without express authorization.
  6. Department personnel should be aware that they may be subject to civil litigation for:
    - a. Publishing or posting false information that harms the reputation of another person, group, or organization (defamation).
    - b. Publishing or posting private facts and personal information about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern, and would be offensive to a reasonable person.
    - c. Using someone else's name, likeness, or other personal attributes without that person's permission for an exploitative purpose.
    - d. Publishing the creative work of another, trademarks, or certain confidential business information without the permission of the owner.
  7. Employees should be aware that there is no reasonable expectation of privacy when engaging in social networking online. As such, the content of social networking websites may be obtained for use in criminal trials, civil proceedings, and departmental investigations. Such content may have a detrimental impact on criminal investigations or judicial proceedings.
  8. Department personnel should be aware that privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected.
  9. Department personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the Department at any time without prior notice.

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10. Any employee becoming aware of or having knowledge of a posting or of any website or web page in violation of the provision of this policy shall notify his or her supervisor immediately for follow-up action.
  11. Except in the performance of an authorized duty, employees may not use Department computers to access social networking sites, blogs, bulletin boards, or similar media.
  12. Except in the performance of an authorized duty, employees may not utilize personal computers, cell phones, or other devices to access social networking sites, blogs, bulletin boards, or similar media while on duty.
  13. Employees having personal web pages or other types of internet postings which can be accessed by the public, shall not place, or allow to be placed, photographs or depictions of themselves dressed in uniform and/or displaying official identification, patches or badges, or in any way, either directly or indirectly, identify themselves as an employee of the department for any reason, without approval as indicated in this policy.
  14. Employees having personal web pages shall not use their rank, title, or position in a manner that would suggest that they are representing the interests or official position of the police department.
  15. Photographs of the inside of the police building as well as any crime or accident scene shall not be posted without consent of Command Staff.
  16. When engaging in the personal use of social media, employees shall not post any photograph, audio, video, illustration, or any other multimedia file related to or depicting any of the following:
    - a. Brandishing any Department-owned weaponry, actual or simulated, or any contraband whether actual or simulated.
    - b. Brandishing any Department-owned tactical instrument, including, but not limited to: firearms, baton, OC spray, electrical control weapon, and/or mechanical restraints.

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### **C. Approval Process**

1. Personnel seeking approval to use references to the Police Department on a personal website, web page, or other public forum shall submit a request for approval to the Chief of Police via the chain of command.
2. Personnel who post photos, comments, or other material pertaining to other department personnel must inform and seek approval from the personnel before posting same.

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<sup>1</sup> *Keyishian v. Bd. of Regents*, 385 U.S. 589, 87 S.Ct. 675 (1967).

<sup>2</sup> *Pickering v. Bd. of Education*, 391 U.S. 563, 88 S.Ct. 1731 (1968).

<sup>3</sup> *Tang v. State of R.I. Dep't of Elderly Affairs*, 163 F.3d 7, 11 (1st Cir.1998).

<sup>4</sup> *Putnam v. Town of Saugus, Massachusetts*, 365 F.Supp.2d 151 (2005) (citing *Tang*, 163 F.3d at 12).

<sup>5</sup> *Putnam v. Town of Saugus, Massachusetts*, 365 F.Supp.2d 151 (2005); *Tang*, 163 F.3d at 12 (citing *O'Connor v. Steeves*, 994 F.2d 905, 913 (1st Cir.1993)).

<sup>6</sup> *Garcetti v. Ceballos*, 547 U.S. 410 (2006).

<sup>7</sup> *Putnam v. Town of Saugus, Massachusetts*, 365 F.Supp.2d 151

<sup>8</sup> M.G.L. c 268 §35

# INFORMATION TECHNOLOGY

POLICY & PROCEDURE NO. <b>2.14</b>	ISSUE DATE: <u>4/1/2021</u>
	EFFECTIVE DATE: _____
	REVISION DATE: _____

## I. GENERAL CONSIDERATIONS AND GUIDELINES

The Montague Police Department relies heavily on its computer systems, software, networks, and other information technology resources to conduct its business, and email and its email servers to communicate both routine and crucial information. This policy will enumerate proper guidelines and usage for all information technology resources, including hardware, software, networks, telecommunications devices, electronic documentation, email, and the internet.

## II. POLICY

It is the policy of the Montague Police Department to utilize information technology resources efficiently and appropriately to facilitate the department's mission and objectives, and in the course of any legitimate business.

## III. DEFINITIONS

**A. Information Technology (IT):** All computers and automated systems and equipment, on site or mobile, to include all related and installed hardware and software, servers, files, and networks; as well as stand alone, internet based systems such as email, electronic documentation software, CAD/LANS and RMS interfaces, CJIS extranet/CJIS Web, the MPTC ACAIDIS portal, automated messaging platforms, online training venues.

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- B. Network(s):** Any and all systems of data transmission/infrastructure, including but not limited to the Internet, the POLICE and Training Room servers, local area networks, wide area networks, telephone, and telecommunications transmissions systems, whether via cable, wired, wireless, virtual, or cellular connection.
- C. Email:** Electronic mail system, which is an online based email server. This is a primary method of routine and critical communication in the department.
- D. External Resource:** Any IT resource not administered by the department, but legitimately accessed and utilized during the normal course of department business. Examples include, but are not limited to, CJIS, AFIS, CJIS Web, Track-Kit, MPI, ACAIDIS, and the Fusion Center.
- E. Electronic Documentation:** Paperless, electronic repository for department documentation, including but not limited to department policies/procedures, directives, standing orders, department forms, and reference documents (Power DMS)
- F. CAD:** Computer Aided Dispatch (IMC/TRITECH)
- G. LANS:** Local Area Network System, used to access chat, RMV queries, etc. via mobile and remote workstation.
- H. RMS:** Records Management System (IMC/TRITECH)
- I. Automated Messaging Platforms:** Systems utilized to send information to multiple individuals or groups efficiently and simultaneously (One Call Now, Code Red).
- J. User:** All employees of the Town/Dispatch/Police Department, as well as any outside contractors, volunteers, interns, consultants, etc. that use or may use or have access to any department information technology tools.
- K. IT Administrator:** The individual responsible for oversight, maintenance, and administration of all the department's IT resources. Currently, Lieutenant Bonnett is assigned to this role.
- L. Command Staff:** The Chief and Lieutenant of the Police Department



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## **IV. PROCEDURES**

### ***A. Ownership and Control***

1. All information technology resources, both physical and virtual, and all data transmitted and received, including but not limited to all resources referred to in this policy, are the sole property of the Montague Police Department/Town of Montague.
2. Any hardware, software, devices, accounts, or access may be taken into physical custody or virtual control at the direction of Command Staff at any time. Upon such a demand, the user shall immediately surrender any and all aforementioned resources, as well as any accompanying accessories, passwords, access controls, etc.
3. All rules of use and access to all department IT resources apply at all times, whether an employee is on or off duty, and whether or not such use or access is made via department equipment.
4. No user shall install, remove, modify or otherwise alter any setting or software on any department IT resource, or alter or modify any department hardware resource, without authorization from the IT administrator.

### ***B. Security***

1. No user shall attempt to bypass or circumvent any security, virus protection, restrictions, or access parameters, including but not limited to:
  - a. Accessing information to which they are not authorized;
  - b. Use of hardware to which they are not authorized;
  - c. Attempting to access the account or data of any other user
2. Users shall safeguard any passwords they create or are privy to with the utmost diligence.
3. Users shall make every effort to protect all department IT resources from harm, compromise, or intrusion. If a user is unsure about a particular website, error message, warning, file, email attachment, setting, or procedure, they are to seek assistance or inquire with the IT administrator rather than proceed and risk detriment to a department IT resource.

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**C. Use for Legitimate Business Purposes Only**

1. Department IT resources are provided for legitimate purposes relating to the business of the department only. Any other purposes are prohibited unless authorized by command staff.
2. Access and use of external resources not under the control of the department shall be subject to the rules, restrictions, and guidelines of this policy, and also those independently established by those resources. Any misuse or violation of an external resource's guidelines for use shall be considered a violation of this policy.

**D. No Expectation of Privacy**

1. Users shall maintain no expectation of privacy in any use of any department IT resource.
2. All uses, transmissions, queries, and communications via department IT resources are subject to public disclosure law, regardless of content or method of use.
3. All users expressly waive any right or expectation of privacy in anything they create, store, send, or receive on any department IT resource. Users understand that the department may use human or automated means to monitor use of its IT resources.

**E. Access**

1. Granting of, limitation to, or revocation of any access to any Information Technology hardware, software, or virtual resources, at any time, remains the right and is at the discretion of Command Staff or the IT Administrator.
2. Users are not permitted to share their access with anyone else without specific permission or direction from Command Staff. This includes any and all passwords or access controls to hardware, software, or virtual systems.
3. Any remote access to any system or resource shall only be through methods authorized by the IT Administrator.

**F. Appropriateness, Lawfulness, and Professionalism**

1. All uses, transmissions, queries, and communications utilized through any hardware, software, network, or system must be appropriate, lawful, professional, and in compliance and within the spirit of all town and department policies and local, state, and federal regulations.
2. Command Staff retain sole discretion and right to determine what is appropriate use regarding information technology resources, including but not limited to:

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- a. Physical manner of use, treatment, care, assignment, and location of resources;
  - b. In-person, remote, and virtual use of communications, email, searches, files, software, and online platforms
  - c. Content of communications or any other information or data, on both in house systems and through the internet or any other means
3. All users are expected to conduct themselves in an appropriate manner during any utilization of any IT resource. These expectations include, but are not limited to, refraining from the following examples of inappropriate (and therefore prohibited) use of IT Resources:
- a. Knowingly accessing, transmitting, creating, or viewing any content that is pornographic, obscene, sexually explicit, unlawful, hateful, or discriminatory in nature;
  - b. Participating, lobbying, contributing, or engaging with any type of campaign or political speech or message;
  - c. Any harassing, abusive, intimidating, or defamatory activity, content, transmission, or communication;
  - d. Any content, transmission, or communication that disseminates sensitive information or any information gained through department employment (outside of appropriate department business), or passing of personal views as representative of the organization;
  - e. Any content or communication that could reflect poorly on the character, reputation, mission, or wellbeing of the department or an individual within the department.
4. Exceptional Access to Sensitive/Restricted Material:
- a. It is understood that some investigations, information gathering, or educational functions may represent a legitimate business purpose for accessing sites and information otherwise considered inappropriate or illegal.
  - b. If employees need to access such information, they shall obtain approval from the Lieutenant or Chief of Police. The IT Administrator will also be notified before gaining access.
  - c. If such access is of an exigent or emergency nature and Command Staff cannot be notified prior, the shift supervisor shall be notified, and notification of what was accessed and why shall be provided to command staff in writing before the end of the shift.
  - d. Employees accessing such sites should exercise such sites should exercise courtesy to others that may be present when doing so. This may include a private location, turning the screen away, or notifying other employees beforehand.

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**G. Department Email**

1. Every employee shall be issued an email account in the department's montague.net domain. Upon issuance of said email account, the user shall be sent a welcome email, which must be acknowledged with a response of understanding and agreement.
2. Users shall change their email password and keep it private.
3. Employees issued montague.net email shall be the **only** email account used for the sending and receiving of any communications involving the business of the department or business in which the user is engaged in as a result of their employment with the department.
4. Employees shall check their email and make any appropriate responses at least once per shift when on duty.
5. Any forwarding of department email to another, non-department email is prohibited.
6. The Department acknowledges that email signatures and user photos may contribute to an employee's professional image. Employees wishing to include photos, emblems, logos, quotations, or other similar items in their email signature must have their proposed email signature approved by their chain of command in advance.
7. Employees shall exercise the utmost caution in the opening of email attachments. Any attachment that is not immediately recognizable or expected correspondence **shall not be opened**. Any attachment or email that is unknown or appears suspect shall be immediately deleted or referred to the IT administrator.

# CORRECTIVE ACTION AND DISCIPLINE

POLICY & PROCEDURE NO. <b>2.11</b>	ISSUE DATE: <u>4/1/2021</u>
	EFFECTIVE DATE: _____
	REVISION DATE: _____

## I. GENERAL CONSIDERATIONS AND GUIDELINES

Under most circumstances, the term “discipline” is incorrectly interpreted to be solely a negative form of punishment. This directive reflects the term ‘discipline’ in its broader sense, as in having a “highly disciplined department.” In this usage, discipline takes on a positive connotation and is associated with conformance to a set of rules, a code of ethics and a high standard of conduct that results in a departmental image of professionalism. Department disciplinary policy differentiates between exemplary performance, performance deficiencies and intentional acts.

Exemplary performance should be recognized and/or rewarded.

Performance deficiencies may be the result of the lack of training, knowledge, or experience on the part of an employee and may be corrected through training or mentoring.

Intentional wrongful acts, on the other hand, are a more serious matter. An employee must make a conscientious decision to disobey a department rule or policy, or a state or federal statute. These acts may be subject to discipline up to and including dismissal and/or criminal prosecution.

This disciplinary directive enables all officers and employees to know what is expected of them and to understand that appropriate discipline will be administered when required. Essential fairness and justice are the foundation of this process.

## II. POLICY

It is the policy of the department that corrective action and discipline will be administered in a fair, timely, and consistent manner. When appropriate, discipline will be directed toward ensuring that employees have an opportunity to correct deficient performance. Corrective action or imposed discipline shall remain consistent with the seriousness of the offense and the employee's prior record, and will be progressive in nature when prudent and possible.

The department's disciplinary process includes training, rewarding, counseling and punitive actions in the interest of discipline. The corrective action process, while acutely stressful, is intended to be a positive process that is used to train and develop well-disciplined employees.

In such egregious circumstances in which an employee's conduct is of such a nature that continued employment is not appropriate, termination may still be warranted, regardless of prior corrective action or discipline (or the absence thereof). Nothing in this policy is meant to expand the definition of discipline contained in the Civil Service law or any applicable collective bargaining agreement.

## III. DEFINITIONS

- A. *Discipline:*** Any one of several actions designed to produce a pattern of behavior including, but not limited to, reprimand (oral and written); suspension; demotion; discharge; as well as reward, recognition, training and counseling.
- B. *Competent Authority:*** Any person authorized by law or policy to issue orders or directives.
- C. *Command Staff:*** The Chief or Lieutenant of the department.
- D. *Supervisor:*** An officer holding the rank of Sergeant or above.
- E. *Appointing Authority:*** The Montague Board of Selectmen

## IV. PROCEDURES

### **A. *Adherence to Directives/Employee Expectations***

1. Employees will, at all times, adhere to the Laws of the Commonwealth, Rules and Regulations of the Police Department, the procedural guidelines set forth in this manual, and any other department directives.
2. All sworn and non-sworn personnel, upon appointment to the Police Department, shall have access to and shall become familiar with the Police Department's Rules & Regulations Manual, Policy & Procedure

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Manual and other directives issued by the Command Staff or other competent authority.

3. Employees are required to obey any lawful order of a superior, including any order relayed from a superior by an employee of the same or lesser rank.
4. Failure to comply with the Rules & Regulations, to adhere to the Policies & Procedures of the Police Department, to obey the orders of a superior, or to obey any other directives issued by a competent authority may result in disciplinary action against an employee.

### ***B. Role and Authority of the Supervisor***

#### 1. FIRST LINE SUPERVISORS

- a. The first-line supervisor's familiarity with his/her personnel allows him/her the best opportunity to observe or foresee disciplinary problems and to determine the most appropriate methods to deal with them.
  - b. First line supervisors bear the primary responsibility for the conduct, discipline, and performance of all personnel under their supervision and the basic accountability for failure to take warranted disciplinary action.
  - c. They shall be responsible for recognizing poor performance and for uncovering any evidence of corruption, dishonesty, or malfeasance by personnel under their command.
2. All supervisors have a duty to ensure that discipline is maintained within the department. It must be remembered that discipline can be positive in nature and may include recognizing and rewarding exemplary performance, training, and counseling.
  3. The following is an outline by rank and command level of authority of supervisors to discipline their subordinates: (Each supervisor should also be aware of his/her duties as specified in the Police Department Manual and Rules and Regulations):
    - a. **Sergeants:** have the authority to counsel, evaluate, praise, recommend letters of commendation in recognition of exemplary individual performance, They also have the authority to engage in any educational or corrective action, orally reprimand, and recommend a formal written reprimand or more serious punitive disciplinary action, as appropriate.
    - b. **Staff Sergeants:** have all of the above authority and additionally the authority to issue letters of reprimand and recommend letters of commendation, awards, and decorations in recognition of individual or group achievements.

- c. **Lieutenants:** have all of the above authority, plus the authority to suspend up to 5 days.
  - d. **The Chief of Police** has all the above authority, plus the authority in accordance with the law and the provisions of any applicable collective bargaining agreement to impose punishments and recommend to the appointing authority suspensions exceeding five days, lowering of rank and compensation, and termination.
  - e. Any superior officer who is directed to act in the capacity of a rank above his/her ordinary or usual rank shall, for that period of time, possess the authority of that rank.
4. All supervisors have the authority to initiate an emergency suspension with pay and relieve from duty an employee whom they deem to be unfit for duty. Supervisors may suspend any employee for the balance of a work day under any of the following conditions:
- a. Prescription drugs or a controlled substance;
  - b. Insubordination or misconduct;
  - c. Any violation of criminal law;
  - d. Any violation of department rules and regulations that would subject the violating employee to discipline;
  - e. Falsifying a statement or record;
  - f. Abusing, stealing, damaging, destroying, or defacing property or equipment of the department or others;
  - g. Any time the officer is not fit for duty.
5. Supervisors will immediately notify Command Staff, through the chain of command, of any instance where an employee has been suspended under any of the above circumstances. The suspending supervisor will submit a detailed report to the Officer in Charge of Professional Standards at or prior to the end of the shift.

### **C. Non-Punitive Actions**

1. **POSITIVE**
- a. Letters of Commendation are given for exemplary performance or achievements and for awards and decorations for accomplishments or heroism.
  - b. Supervisors may submit a written recommendation and appropriate supporting documentation through their chain of command to a superior who is authorized to issue such letter, award or decoration.



**2. EDUCATIONAL/CORRECTIVE:**

- a. Counseling Session: At those times when a supervisor recognizes a minor problem or the potential for one with an employee, s/he may choose to discuss the matter with the employee and attempt to remedy the situation before more punitive disciplinary methods are required. Counseling is an educational action, and is not punitive in nature. Supervisors shall keep notes of such counseling for the purposes of memorialization only, allowing other supervisors to maintain awareness of counseling sessions among employees with the goal of eliminating duplication and tailoring supervisory assistance to best serve the employee.
- b. Informal Training: Supervisors are encouraged to undertake informal training with officers as a means to promote understanding and promote well-disciplined behaviors and actions among department employees. Informal training Said training should be memorialized in the supervisor's notes for the purposes of memorialization only, allowing other supervisors to maintain awareness of counseling sessions among employees with the goal of eliminating duplication and tailoring supervisory assistance to best serve the employee.
- c. Remedial Training: When it is determined that training, job knowledge, or experience is at the root of performance deficiency, Document the employee's shortcomings, deficiencies, or lack of expertise. Take immediate steps to retrain in deficient areas or schedule for training. Maintain the results for review, and file the documentation with the Officer in Charge of Training for filing in the officer's training file.

**D. PUNITIVE ACTIONS:**

1. A permanent employee, whether or not subject to M.G.L. Chapter 31, may only be disciplined for just cause. Disciplinary action may be sought for actions constituting one or more the following:
  - a. A violation of state, local or federal law;
  - b. Conduct unbecoming an officer or employee;
  - c. Incompetence;
  - d. A violation of written or verbal departmental rules, policy, procedures or orders;
  - e. Dereliction of Duty/Failure to Act; and/or
  - f. A violation of any departmental or town rule, policy, procedure, regulations or order.

2. When a supervisor deems appropriate, the following punitive disciplinary measures may be considered:
  - a. Oral Reprimand
  - b. Written Reprimand
  - c. Punishment Duty
  - d. Suspension Not Exceeding Five Days
  - e. Suspension Exceeding Five Days
  - f. Lowering in Rank and Compensation
  - g. Discharge
3. Formal Training may accompany any imposition of discipline (excluding discharge). Said training shall be documented and stored in the employee's training file.
4. First line supervisors will forward recommendations for punishment or punitive discipline beyond their authority, with all supporting documentation in writing to the Officer in Charge of Professional Standards for review. After investigation or review is completed, it will be the decision of the Chief of Police to determine if punishment is warranted.

#### ***E. Imposition of Punishment***

1. Notice of Disciplinary Action: In all cases where punitive discipline is imposed, Notice of Disciplinary Action will be served in writing prior to the effective date of imposition. The Notice will include violation(s) specifications, the disciplinary action to be taken, and the effective date of imposition of discipline.
2. If punishment is warranted, the type of punishment and effective date of imposition will also be determined as follows:
  - a. Oral Reprimand – the lowest level of punishment which may be appropriate when other methods have failed to bring about an appropriate change in performance or in response to minor intentional misconduct.
  - b. Written Reprimand: the second level of punishment for minor offenses with prior disciplinary action, or moderate offenses with little or no recent, prior disciplinary action. Written reprimands should include the following:
    - 1) Details of Offending Conduct: specify dates, times, persons present, location, etc.
    - 2) Rules Violated: list which rules and regulations or what orders or standards of conduct were involved.

- 3) Require Future Conduct: make it clear what conduct is required. Specify an *order* if there is any doubt.
  - 4) Signatures: the supervisor should sign and request the employee to sign also (acknowledging *receipt* not necessarily admitting wrong). Note, a refusal by an employee to sign the receipt is insubordination and may result in additional discipline.
  - 5) Comments by Employee: provide space for employee comments or rebuttal, or afford the employee the opportunity to submit a written reply and have it attached to the written notice/warning.
- c. Punishment Duty: Extra, unpaid duty in lieu of suspension, not in excess of 5 days may be imposed by the Chief of Police.
  - d. Suspension: for a moderately serious offense with some recent disciplinary action or for a serious offense. The severity of offense should be commensurate with the length of suspension.
    - 1) Short Term Suspension - of not more than 5 days may be imposed by the Lieutenant or Chief of Police (with appointing authority).
    - 2) Long Term Suspension: of 5 days or more may be imposed by the Chief of Police (with appointing authority).
  - e. Lowering in Rank and Compensation/Demotion: In lieu of dismissal for a supervisor. A demotion of one or more ranks may be imposed by the Chief of Police (with appointing authority).
  - f. Dismissal: for the most serious of offenses, patterns of misconduct or deficient performance.
    - 1) The discharge of an employee may be recommended by the Chief of Police, and directed by the appointing authority.
  - g. In the event that an employee is dismissed, the Chief of Police and Appointing Authority shall ensure that the employee to be dismissed is provided with a written notice advising of the following
    - 1) The reason for dismissal;
    - 2) The effective date of dismissal;
    - 3) The status of fringe benefits after dismissal; and
    - 4) The status of retirement benefits after dismissal.

**F. Appeals:** Employees may appeal their disciplinary action imposed in accordance with the employee's respective collective bargaining agreement or M.G.L. c 31, s 41-45.

**G. Records:** Disciplinary records shall be maintained in the personnel files of the affected employee by the Chief of Police.

## INTERNAL AFFAIRS

POLICY & PROCEDURE NO. <b>2.10</b>	ISSUE DATE: <u>4/1/2021</u>
	EFFECTIVE DATE: <u>4/16/2021</u>
	REVISION DATE: _____

### I. GENERAL CONSIDERATIONS AND GUIDELINES

A relationship of trust between the employees of this police department and the citizens of the community is essential. As such, all police employees are expected to conduct themselves in such a manner as to reflect favorably upon themselves and the department.

To a large degree, the public image of this department is determined by how well it responds to allegations of misconduct against the department or its officers. To that end, the objectives of an Internal Affairs investigation are:

- Protection of the public;
- Protection of the employee;
- Protection of the department;
- Correction of procedural training problems.

All alleged or suspected violations of laws, ordinances, by-laws, department rules, regulations, policies, procedures, and orders (verbal or written) must be investigated according to the procedures outlined for each.

## **II. POLICY**

It is the policy of the Montague Police Department to:

- A. Investigate all complaints, including anonymous complaints, against the department or a member of the department, regardless of the source of such complaints, through a regulated, fair, and impartial Internal Affairs Program;
- B. Determine whether or not such complaints are valid; and
- C. Take appropriate action.

## **III. PROCEDURES**

### ***A. Complaint Procedures***

#### **1. PUBLIC NOTICE**

- a. The procedure for filing a complaint against an employee or the agency is available to the public and is posted:
  - 1) On the department web site; and
  - 2) In the lobby of the police facility.
- b. Any employee asked by a member of the public about the procedure to file a complaint should be so advised by that employee.

#### **2. COMPLAINT FORM**

- a. A standard complaint report form should be used to record all complaints of misconduct, mistreatment, or unethical practices against police department personnel, whether registered by a citizen, initiated from within the police department, or forwarded by another governmental agency.
- b. The following information shall be included on the complaint form:
  - 1) Date and time of complaint report;
  - 2) Name, address, and telephone number of the complainant;
  - 3) Name, address and telephone numbers of any witnesses to the reported incident;
  - 4) Name and description of the employee against whom the complaint is made;
  - 5) Date, time and location of the reported incident;
  - 6) Complainant's description of the incident which resulted in the complaint;

- 7) Signature of complainant; if complainant refuses to sign, note such on the complaint form;
- 8) Signature of parent or guardian if complainant is under eighteen years of age; if parent or guardian refuses to sign, note such on the complaint;
- 9) Name, rank and signature of officer receiving complaint report; and
- 10) A statement that the complainant will receive a response from the department within thirty (30) days regarding the status or conclusion of the investigation.

## ***B. Receiving and Recording Complaints***

### **1. GENERAL PROCEDURES**

- a. This department shall maintain a record of all complaints against the agency or its employees.
- b. The shift supervisor at the time the complaint is made shall be responsible for receiving and making a complete recording of any complaint of police employee misconduct made by a citizen in person or received by telephone.
- c. This initial contact between a complaining citizen and police authorities is a most important stage in the complaint process, as the complainant is often tense, angry, and emotionally upset, and the potential for hostility is great.
- d. Courtesy and cooperation should be extended to all citizens registering complaints or otherwise inquiring about complaint procedure.
- e. No person shall be denied an opportunity to register a complaint, nor shall any such person be directed to return or call back later.
- f. Every complaint report form shall be given an identifying number, so that the processing of complaints can be carefully monitored. This identifying number will be assigned by the Officer in Charge of Professional Standards. Currently this role is assigned to Lieutenant Christopher Bonnett.

### **2. IN-PERSON COMPLAINTS**

- a. Citizens making complaints in person shall be requested to read over their completed reports, to make any necessary corrections or additions and to sign their complaints.
- b. If a complainant refuses to sign a complaint, a notation to that effect shall be made on the complaint form.

### 3. TELEPHONE COMPLAINTS

- a. Citizens making complaints by telephone shall be informed that their signed complaint is requested; however, no telephone complaint shall be refused or rejected because the complainant does not wish to sign a complaint form or because [s]he does not wish to be identified.
- b. The officer taking the complaint shall incorporate it in a complaint form.

### 4. COMPLAINTS RECEIVED BY MAIL/ELECTRONIC MAIL

- a. If a complaint of misconduct or mistreatment by a department employee is received by mail or e-mail, same shall be immediately forwarded to the Officer in Charge of Professional Standards, and the allegations shall be incorporated in a complaint form and the original communication attached thereto.
- b. If the information so received is insufficient or incomplete, the complainant shall be contacted, if possible, and informed of the department complaint procedure and any necessary additional information obtained.

5. DEPARTMENTAL COMPLAINTS: Formal departmental complaints of misconduct against a department employee by another employee shall be initiated by the preparation of a standard complaint report form.

6. COMPLAINTS BY PRISONERS: Any prisoner who alleges misconduct or mistreatment by a department employee shall be advised by the shift supervisor of his/her right to submit a complaint form, and such complaints shall be investigated and processed in the same manner as other citizen complaints.

7. COMPLAINTS FROM GOVERNMENTAL AGENCIES: When information is received or obtained from other governmental agencies alleging specific acts of misconduct against a department employee, this information shall be recorded on a standard complaint report form and immediately forwarded to the Officer in Charge of Professional Standards for investigation initiated in the usual manner.

8. STREET COMPLAINTS: If an officer on the street is approached by a citizen regarding a complaint of alleged misconduct against an employee of the police department, the officer shall inform such person that his/her complaint should be directed to the shift supervisor.

### 9. VERIFICATION OF RECEIPT

- a. Every person making a complaint against a department employee shall receive a copy of his/her complaint to serve as a receipt



verifying that such complaint has been received and is being processed.

- b. When a complaint is made in person, the supervisor receiving the complaint will ensure that the complainant receives a copy of his/her complaint to serve as a written verification that the complaint has been received.
- c. When a complaint is received over the telephone or through the mail, the complaint will be forwarded to the Officer in Charge of Professional Standards, who shall be responsible for ensuring that the complainant is sent a copy of his/her complaint to serve as a written verification that the complaint has been received, provided that the complainant can be identified.

### **C. Immediate Action**

#### **1. IMMEDIATE RESOLUTION**

- a. In some cases, the resolution of a complaint may be accomplished by the shift supervisor if the incident is clearly not of a serious nature, or arises from a misunderstanding or lack of knowledge of the law or of the limitation of a police officer's authority.
- b. Under no circumstances, however, will a justifiable complaint be refused, delayed, or otherwise rejected in this manner.
- c. The supervisor addressing the complaint shall report the facts of the incident and subsequent resolution to the Officer in Charge of Professional Standards in writing or by e-mail.

2. **REFERAL TO INTERNAL AFFAIRS SUPERVISOR:** If the substance of the employee misconduct warrants it, the officer-in-charge shall immediately notify the Officer in Charge of Professional Standards, who will determine if an investigation should be immediately undertaken.

3. **NOTIFICATON OF CHIEF:** If the substance of a complaint against the agency or its employees, if proven, would be of grave nature or is an accusation of a serious crime, the Officer in Charge of Professional Standards shall notify the Chief forthwith.

#### **4. RELIEF OF EMPLOYEE FROM DUTY**

- a. A Sergeant may place an employee on immediate administrative leave for the remainder of his/her shift, pending notification of the Officer in Charge of Professional Standards or the Chief of Police. Such action may be taken when a complaint is of a serious nature and, in the opinion of the supervisor, may be credible, or when the supervisor believes that such action is in the best interest of the department, such as insubordination or fitness for duty.

- b. The employee shall only be relieved from duty otherwise at the direction of the Chief of Police or Lieutenant, in accordance with statutory and collective bargaining provisions.

### ***D. Investigation of Complaints***

#### **1. OFFICER-IN-CHARGE OF PROFESSIONAL STANDARDS**

- a. A superior officer shall be assigned by the Chief of Police as the officer-in-charge of professional standards and shall be responsible for supervising Internal Affairs investigations.
- b. The position responsible for the internal affairs function has the authority to report directly to the Chief of Police.

#### **2. CATEGORIES OF COMPLAINTS**

##### **a. Complaints Investigated by Supervisor**

- 1) Criteria for the assignment of an investigation to a shift supervisor or officer-in-charge of the station may include, but are not limited to:

- a) Alleged rudeness;
- b) Tardiness; and
- c) Minor cases of insubordination.

- 2) Reports of investigations performed by shift supervisors shall be forwarded and reviewed by the Officer in Charge of Professional Standards.

- b. Complaints subject to an Internal Affairs Investigation: The criteria for determining the categories of complaints to be investigated by Internal Affairs include, but are not limited to, allegations of:

- a) Corruption;
- b) Brutality;
- c) Use of excessive force;
- d) Violation of civil rights;
- e) Criminal misconduct; and
- f) Any other matter as directed by the Chief.

### ***E. INTERNAL AFFAIRS INVESTIGATIONS***

#### **1. NOTIFICATION OF EMPLOYEE**

- a. The affected employee shall be provided a written statement of the allegations against him/her (Notification of Charges/Allegations Form), unless the Chief or Lieutenant determines that disclosure might jeopardize an investigation.

- 
- b. When an employee is notified that [s]he has become the subject of an internal affairs investigation, the Officer in Charge of Professional Standards shall issue the employee:
    - 1) A written statement of the allegations; and
    - 2) The employee's rights and responsibilities relative to the investigation.
  - c. If the employee was not notified, [s]he must receive written notification prior to any interrogation, being directed to submit a report regarding the complaint, or an administrative or criminal hearing.
  - d. The written statement of the allegations to the employee will include the employee's being advised of his/her rights and responsibilities relative to the investigation.
2. STATUS REPORTS
- a. The officer-in-charge of Professional Standards shall be responsible for providing the Chief of Police with status reports on the progress of the investigation every seven (7) days.
  - b. In all cases of reporting, except anonymous reports, the complaining party shall periodically receive information regarding the status of the investigation. Notification should be made:
    - 1) Upon an investigator's being assigned or change of investigator;
    - 2) Every thirty days if extended; and
    - 3) Upon completion of the investigation. See Duties of Officer in Charge of Professional Standards in this policy.
3. TIME LIMITS OF INVESTIGATION: Any Internal Affairs investigation must be commenced immediately upon receipt of the complaint and must be completed within thirty (30) days.
- a. If extenuating circumstances preclude completion within thirty (30) days, the Internal Affairs investigator shall request an extension from the Chief of Police in writing, and provide written notification to the employee (if previously notified of the complaint and investigation) and complainant of the delay.
  - b. If the investigation is not completed within thirty days, the investigator shall provide the complainant with a progress report every thirty days until the completion of the investigation.
4. OFF-DUTY CONDUCT: An internal administrative investigation may inquire into a department employee's on-duty or off-duty conduct if such inquiry is reasonably and directly related to the employee's performance of duty, if such conduct affects the employee's fitness or

ability to continue in the police service or reflects discredit on the department.

#### 5. CRIMINAL WRONGDOING

- a. If it is determined, generally after a preliminary investigation, that allegations against a department employee could result in a criminal prosecution, the accused employee must be granted all applicable constitutional and statutory rights.
- b. Prior to being questioned regarding alleged personal involvement in criminal activity, a department employee shall be given the Miranda warnings, including the right to have an attorney present during any such questioning, prior to custodial interrogation.
- c. After Miranda warnings have been given, any voluntary statement made thereafter could be admissible in a criminal proceeding, and it may otherwise be used for departmental disciplinary purposes.
- d. A department employee who is being questioned about alleged personal involvement in criminal activity which could result in a criminal prosecution cannot be discharged or otherwise penalized, solely for invoking the right to remain silent as guaranteed by the Fifth Amendment or for refusing to sign a waiver of immunity.
- e. An employee may be compelled to answer questions narrowly drawn and related to his/her on- or off-duty conduct, and may be disciplined (including discharge) for failure to answer truthfully.

#### 6. DEPARTMENTAL DISCIPLINARY ACTION

- a. If it is determined as a result of a preliminary investigation that allegations made against a department employee could result in departmental disciplinary action, the accused employee is entitled to a fair and objective investigation and resolution of the charges made.
- b. Employees Compelled to Answer Questions
  - 1) All department employees, when requested by the Chief, the Lieutenant, or by a superior officer designated by the Chief or Lieutenant, must respond fully and truthfully to all questions regarding their performance of official duties or their off-duty misconduct which affects their fitness or ability to remain in the police service.
  - 2) Any failure to answer completely and truthfully to such inquiries may be punished by appropriate disciplinary action, including dismissal from the department.<sup>1</sup>
  - 3) The official conducting the interrogation must, at the time of the interrogation, specify if the employee or his/her counsel or

representative asks, the precise repercussions (i.e., suspension, discharge, or the exact form of discipline) that will result if the officer fails to respond.<sup>2</sup>

- 4) When a department employee, after declining to do so voluntarily, is ordered to submit a report or to answer questions under a threat of the penalty of discipline, that employee must receive transactional immunity from criminal prosecution for any offenses to which the compelled testimony relates.
  - a) The Supreme Judicial Court has held that Article 12 of the Massachusetts Declaration of Rights requires "transactional" immunity to supplant the privilege against self-incrimination when a public employee is being compelled to answer questions concerning possible criminal activities connected with his employment. Transactional immunity grants "immunity from prosecution for offenses to which compelled testimony relates."<sup>3</sup>
  - b) If the questions specifically, directly, and narrowly relate to the employee's performance of official duties or his/her off-duty conduct which affects his/her fitness or ability to remain in the police service, and if such employee is informed that [s]he will receive transactional immunity from criminal prosecution, [s]he must answer or face disciplinary action, including dismissal from the department, for refusing to answer such questions.
  - c) The Chief shall secure a written grant of transactional immunity from the Attorney General's Office. An employee may decline to answer questions in a criminal investigation until such documentation is received.

## 7. UNION REPRESENTATION

- a. In conducting internal administrative investigations, there is no legal obligation for the police department to provide department employees with an opportunity to consult with an attorney before being questioned on work-related matters;<sup>4</sup> however, a request for an attorney or an employee representative to be present will be granted if the investigation is not thereby unduly delayed.
- b. Except in unusual or exigent situations, any interview or questioning should take place during the employee's regular duty hours.
- c. Any interview or questioning should not be prolonged without reasonable rest periods and the opportunity for meals and such other personal necessities as are reasonably required.

- d. A department employee shall not be improperly harassed or threatened during this period of questioning.
8. **DOUBLE JEOPARDY:** No double jeopardy exists when a department employee is found not guilty in court of criminal charges and is then found guilty of departmental charges after a disciplinary hearing, as the department charges are administrative in nature and can be sustained by a "preponderance of the evidence" rather than the criminal court standard of "beyond a reasonable doubt."
  9. **INVESTIGATIVE TECHNIQUES**
    - a. **Generally**
      - 1) In conducting investigations of alleged employee misconduct, all appropriate investigative techniques and methods should be employed, consistent with legal requirements and all necessary concern for the individual rights of the accused employee.
      - 2) An internal administrative investigation should be conducted with the same degree of professional competence as is devoted to a criminal investigation.
    - b. **Medical or Laboratory Examinations**
      - 1) Upon orders of the Chief of Police or his/her designee, an employee may be required to submit to a medical or laboratory examination, at the department's expense. This examination must be specifically directed and narrowly related to a particular internal affairs investigation being conducted by the department.
      - 2) **Drug or Alcohol Testing:** Police employees may be compelled to submit to alcohol testing in connection with an administrative investigation based upon reasonable suspicion.<sup>5</sup>
    - c. **Identification**
      - 1) A department employee may be required to be photographed.
      - 2) A department employee may be compelled to stand in a lineup for identification in connection with an administrative investigation. Such a lineup should be fairly constructed and not be unfairly suggestive and should not be used for an administrative investigation where criminal charges are contemplated.
      - 3) A refusal can be the basis for an additional disciplinary charge of refusal to obey a lawful order.
    - d. **Searches**
      - 1) A police officer's personal property, including his/her home, car and other property, is protected from unreasonable search and

seizure under the Massachusetts Constitution, and it is possible that any evidence illegally obtained may not be used as evidence in an administrative proceeding.<sup>6</sup>

- 2) Department property furnished to the officer, such as desks, lockers, or vehicles, in which it is clearly understood in advance that an officer has "no expectation of privacy," may be searched without a warrant.
- e. Financial Disclosure; A police officer may be compelled to submit a financial disclosure statement as part of an internal affairs investigation provided such statement is material to the investigation being conducted.<sup>7</sup>
- f. Polygraph: Under the provisions of G.L. c. 149, s.19B, police officers may be required to submit to a polygraph or lie detector test in connection with an internal administrative investigation if such test is conducted by a law enforcement agency in the course of a departmental investigation of criminal activity, and under such circumstances, officers may face disciplinary action for refusal.<sup>8</sup>
- g. Recording Interviews: If possible, the complete interview with an employee in all internal administrative investigations should be recorded mechanically or by a qualified stenographer.

### ***F. Withdrawn Complaints***

1. If during the progress of an internal investigation, the complainant indicates a desire to withdraw the complaint, every effort should be made to ensure that this decision is made voluntarily, and a signed statement to this effect should be obtained from the complainant.
2. Even though a complaint is withdrawn, a full report of the investigation to date should be prepared for the Chief, and his/her approval obtained for the termination or continuation of the investigation.
3. Any attempt, directly or indirectly, on the part of a department employee to obstruct any internal investigation or to threaten or persuade any complainant to withdraw or abandon his/her complaint is prohibited and will be subject to disciplinary action, up to dismissal from the department.

### ***G. Report of Investigation***

1. REPORT: At the conclusion of any administrative investigation, a full written report shall be prepared for submission to the Chief, which shall include the following:
  - a. The original complaint report;

- b. Any additional statements taken from the complainant or statements obtained from witnesses;
- c. Any statements made or reports submitted by the department employee under investigation;
- d. A summary of all evidence gathered;
- e. Any mitigating circumstances; and
- f. An evaluation of the complaint, a conclusion of facts, and a definitive statement as to whether the charges made by the complainant were:
  - 1) SUSTAINED: The complaint was valid and supported by sufficient evidence;
  - 2) NOT SUSTAINED: There was inadequate or insufficient evidence to either prove or disprove the complaint;
  - 3) UNFOUNDED: The allegations were baseless and without foundation; or
  - 4) EXONERATED: The complaint was unjustified or unwarranted, as the actions of the accused department employee were in compliance with law or in accordance with department policy and procedure.

## 2. DUTIES OF OFFICER IN CHARGE OF PROFESSIONAL STANDARDS

- a. The subject of the investigation shall be promptly notified of the final results of the investigation. If the department employee is cleared of the charges made, [s]he shall be officially exonerated in writing.
- b. The complainant shall be notified promptly as to the final results of the investigation, personally if possible, or otherwise by mail.
- c. If a disciplinary hearing is deemed necessary, the complainant shall be notified that his/her testimony will be required at that time.

## 3. DUTIES OF CHIEF

- a. Upon receipt of the report of an investigation, the Chief should take further action as is necessary based upon findings in the particular case.

## 4. CONFIDENTIALITY OF INTERNAL AFFAIRS

- a. In order to ensure that the individual rights of officers who are the subject of an Internal Affairs investigation are protected, all materials relevant to that investigation shall be kept strictly



confidential and secured by the Officer in Charge of Professional Standards.

- b. Any departmental employee, whether or not they are directly or indirectly involved in an internal affairs investigation, shall not speak to any other employee regarding their role or any knowledge of the investigation without permission from the Chief or Lieutenant.
- c. No departmental employee shall communicate or divulge any information regarding any internal investigation to any non-employee of the department without permission from the Chief or Lieutenant.
- d. Internal Affairs investigators should note in their reports any instances where witnesses refused or were reluctant to speak with them unless they were assured that their statements would be kept confidential, at least to the extent legally allowed.
- e. No statement regarding an Internal Affairs investigation will be made or issued to the public or media unless the charges have been sustained and action has been taken or initiated against the officer or employee.

#### ***H. Liaison with District Attorney***

1. Any Internal Affairs investigation which may, or does, result in criminal charges being brought against an officer shall require the District Attorney's or Attorney General's office to be apprised of the case for the purpose of advising on legal issues and ultimate prosecution, if necessary.
2. Contact shall be made through the officer-in-charge of Professional Standards.

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<sup>1</sup> *Carney v. Springfield*, 403 Mass. 604, 532 N.E.2d 631 (1988).

<sup>2</sup> *Carney v. Springfield*, 403 Mass. 604, 532 N.E.2d 631 (1988).

<sup>3</sup> *Carney v. Springfield*, 403 Mass. 604, 532 N.E.2d 631 (1988).

<sup>4</sup> *NLRB v. Weingarten*, 420 U.S. 251, 95 S.Ct. 959 (1975).

<sup>5</sup> *Johnson v. Dept. of Police*, 615 So.2d 1064 (La. App. 1993)

<sup>6</sup> *Board of Selectmen of Framingham v. Municipal Ct. of City of Boston*, 373 Mass. 783, 369 N.E.2d 1145 (1977).

<sup>7</sup> *O'Brien v. Mun. Court*, 10 Mass. App. Ct. 851, 407 N.E.2d 1297 (1980).

<sup>8</sup> M.G.L. c. 149, §19B.

June 23, 2021

Submitted by: Suzanne LoManto  
Director of RiverCulture

Re: Group permit Sidewalk Sales

Hello Select Board,

RiverCulture requests group permission for downtown businesses to set up sales and/ or 10x 10 "pop up" style tents on Avenue A, Third Street and Second Streets between the months of July and August.

This request comes after a number of inquiries from businesses owners looking to boost sales, especially when the weather is nice. Granting group permission will help our business coordinate special offers and weekend shopping events, especially in conjunction with planned outdoor entertainment. This group permission does not extend to restaurants, only businesses with merchandise and non-profit groups.

**The Director will be responsible for communicating the following rules:**

Business Owners must check-in with the Director of RiverCulture via phone/ email at least one day before they set up merchandise outdoors, or plan to use sidewalks for any other business related activity. The Director appreciates more notice, if possible.

Tents must not be larger than 10x 10' and securely tied down or weighted down to prevent them from blowing away.

All displays must be sturdy and prevented from blowing or rolling away.

All merchandise must be prevented from blowing or rolling away.

Outdoor business (with/without a tent) must not encroach on neighboring retail windows, retail or residential entrances, alleys, private or public curb cuts, or planters.

A minimum of 4 feet of sidewalk must be clear for pedestrians.

Store owners may not invite other vendors to set up outdoors without the permission of RiverCulture. The Director asks for 3 days' notice in this case.



*Board of Selectmen*  
**Town of Montague**

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

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

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

Name of applicant: River Culture / Suzanne LoManto  
Address of applicant: 1 Avenue A Turners Falls  
Phone # of applicant: 413-835-1390  
Name of organization: River Culture  
Name of legally responsible person: Town of Montague  
Location of assembly: Avenue A, 3rd, 2nd  
Date of assembly: July - August 9am - 8pm  
Time of assembly: Begin: \_\_\_\_\_ End: \_\_\_\_\_  
Number of expected participants: \_\_\_\_\_  
If a procession/parade: \_\_\_\_\_  
Route: NA  
Number of people expected to participate: \_\_\_\_\_  
Number of vehicles expected to participate: \_\_\_\_\_  
Subject of demonstration: See attached

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

\*\*\*\*\*

Signatures:

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

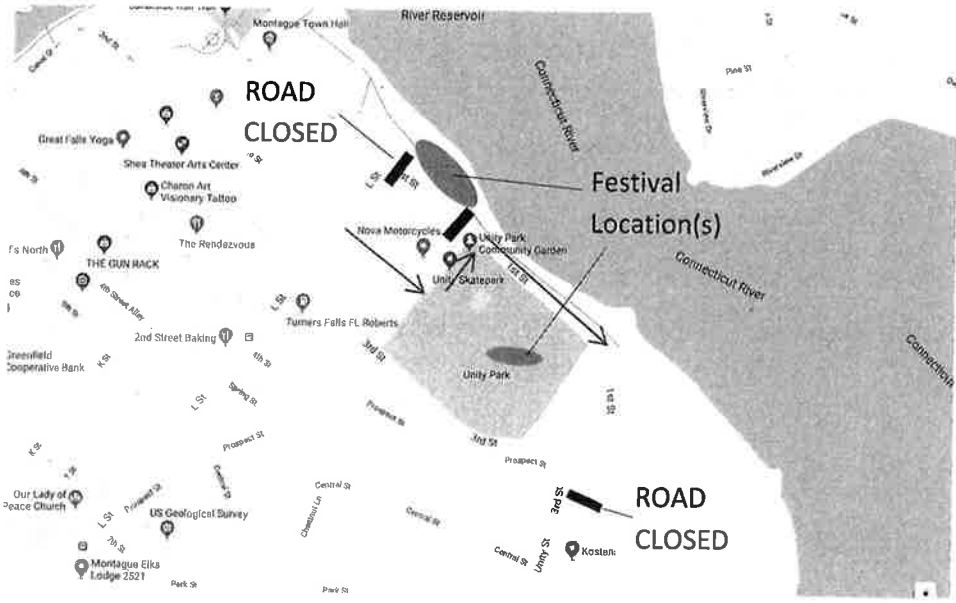
June 23, 2021

Submitted by: Suzanne Lomanto  
Cultural Coordinator/Director of RiverCulture  
Re: Pocumtuck Homelands Festival, August 6-9, 2021

Montague Select Board,

Now in its 7th year, The Pocumtuck Homelands Festival is growing to a two day event, August 7-8 2021. As in previous years, the event will feature Native American music, drumming, dance, storytelling, demonstrations, craft vendors, and history talks. Due to the possibility of heavy rain and flooding at the Unity Park location the planning committee has developed a plan for TWO distinct locations for the festival: A) Unity Park waterfront, B) Unity Park ballfield. The decision about how to use these sites will be made the week before the festival, when the Nolumbeka Project and RiverCulture can inspect the land and consult weather forecasts.

RiverCulture is seeking permission from the Select Board to host this event August 7-8 as indicated in the FirstLight contact, attached. Activities will include live entertainment (musical performances drumming) from 11am to 5pm. During festival hours, RiverCulture requests permission to close off part of First Street, from the top of the hill at Unity Park to the corner of L Street. Diverting through-traffic away from the festival creates a more peaceful setting for festival goers and musicians. Parking will not be affected, as cars can enter Unity Park at Second Street.



RiverCulture will make appropriate arrangements with the Montague DPW for road barricades, highways cones, etc. Food vendors have been informed of Town of Montague Health Department and Fire Department requirements and permits.

In the event of heavy flooding at Unity Park, we will set up the entire event or part of the event at Unity Park near the basketball court. Jon Dobosz is aware of this plan, and he will be consulted about the layout of the festival if we need to use the Unity Park.

Additionally, RiverCulture requests permission to erect up to four tents on Town of Montague property. The tents will be professionally installed and removed by Paul Redeker of Bernardston. The tents will go up on Friday, August 6 and be taken down on Monday, August 9. Security for craft vendor tents and other equipment that is set up overnight is the responsibility of the Nolumbeka Project. RiverCulture is responsible for trash, recycling and compost removal.

**Chief of Police Signature** \_\_\_\_\_



Board of Selectmen  
Town of Montague

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

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

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

Name of applicant: River Culture / Suzanne LoManto  
Address of applicant: 1 Avenue A Turners Falls  
Phone # of applicant: 413-835-1390  
Name of organization: River Culture  
Name of legally responsible person: Town of Montague  
Location of assembly: First Street  
Date of assembly: August 6-9, 2021  
Time of assembly: Begin: 5pm 10am End: 6pm  
Number of expected participants: 2,000  
If a procession/parade: Pocumtuck Homelands Festival  
Route: see attached

Number of people expected to participate: \_\_\_\_\_

Number of vehicles expected to participate: \_\_\_\_\_

Subject of demonstration: \_\_\_\_\_

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

\*\*\*\*\*

Signatures:

Police Chief: [Signature] Date: 6-23-21

Comments/Conditions: If alcohol is served a detail officer will be needed

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

11c

TOWN OF MONTAGUE  
APPLICATION FOR AN ENTERTAINMENT LICENSE  
SPECIAL AND REGULAR

Date of Application: MAY 17/2021 Date Approved: \_\_\_\_\_ Fee: \_\_\_\_\_

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 21  
during the following hours: AUGUST 7 & 8

Sunday	from: <u>10 AM</u> to: <u>5 PM</u>	Thursday	from: _____ to: _____
Monday	from: _____ to: _____	Friday	from: _____ to: _____
Tuesday	from: _____ to: _____	Saturday	from: <u>10 AM</u> to: <u>5 PM</u>
Wednesday	from: _____ to: _____	Legal Holiday	from: _____ to: _____

This is a "special entertainment permit" request? \_\_\_\_\_ { yes \_\_\_\_\_ { no \_\_\_\_\_

This is an annual renewal? \_\_\_\_\_ { yes \_\_\_\_\_ { no \_\_\_\_\_

1. NAME OF APPLICANT: NOLUMBEKS PROJECT, INC TELEPHONE: 413-773-9811

2. D/B/A: P.O. BOX 285, 91 MAIN ST, GREENFIELD, MA 01302

3. PREMISES: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_

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

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

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

_____ Dancing by patrons	size of floor _____
<input checked="" type="checkbox"/> Instrumental Music	number of instruments & amplifiers _____
<input checked="" type="checkbox"/> Live Vocalists	number of persons/type of show _____
<input checked="" type="checkbox"/> Exhibition	type <u>TRADITIONAL POWWOW DRUMS</u>
_____ Trade Show	type <u>TRADITIONAL NATIVE AMERICAN SINGERS</u>
_____ Athletic Event	type <u>NATIVE AMERICAN HIPHOP SINGERS</u>
_____ Play	type <u>NATIVE AMERICAN SPEAKERS</u>
_____ Readings of Poetry or other	_____
_____ New Years Eve "after midnight entertainment"	_____

Indoors: Size of area to be used: \_\_\_\_\_ Allowed: \_\_\_\_\_ Number of People: \_\_\_\_\_ Allowed: \_\_\_\_\_

Outdoors: Size of area to be used: \_\_\_\_\_ Available Parking: \_\_\_\_\_

Alcohol to be served: NO

[Signature]  
Applicant Signature

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

\_\_\_\_\_ Board of Health \_\_\_\_\_ Date

\_\_\_\_\_ Fire Department, Chief \_\_\_\_\_ Date

\_\_\_\_\_ Police Department, Chief \_\_\_\_\_ Date

\_\_\_\_\_ Board of Selectmen, Chairman \_\_\_\_\_ Date

**NORTHFIELD MOUNTAIN LLC or  
FIRSTLIGHT MA HYDRO LLC  
LICENSE AGREEMENT  
(Short Term Use)**

This LICENSE AGREEMENT (the "License Agreement" or "License") is made as of this 1st day of July 2021, by and between **FirstLight MA Hydro** a Delaware corporation in its capacity as the licensee of the Turners Falls Hydroelectric Project, FERC License #1889, and **Northfield Mountain LLC**, a Delaware corporation in its capacity as the licensee of the Northfield Mountain Pumped Storage Project, FERC License #2485, ("FirstLight" or "Licensor") and the **Town of Montague**, a municipality duly organized under the laws of the Commonwealth of Massachusetts (the "Licensee").

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FirstLight hereby grants a non-exclusive license to Licensee for the Use as defined below and no other use or benefit, on the following terms and subject to the following conditions:

1. **DEFINED TERMS.**

The following terms shall have the meanings specified wherever used in this License Agreement:

- A. **FERC.** The Federal Energy Regulatory Commission.
- B. **PROJECT.** FERC Licensed Project No. 1889 and Project No. 2485 which include the Northfield Mountain, and Turners Falls Projects, and accompanying lands including recreational land, located in or near Northfield, Erving, Gill, Greenfield and Montague/ Turners Falls, Massachusetts; Vernon, Vermont; and Hinsdale, New Hampshire.
- C. **PROPERTY.** That certain property further described or defined on Exhibit "A" attached hereto and incorporated herein.
- D. **FACILITY.** If applicable, the facility further described or defined on Exhibit "B" attached hereto and incorporated herein.
- E. **USE.** The use or uses described on Exhibit "B" attached hereto and incorporated herein, and no other use or purpose.
- F. **TERM.** The term or terms designated on Exhibit "B" attached hereto and incorporated herein, provided, however, that the Term may be terminated in advance of its expiration pursuant to the provisions otherwise set forth in this License.
- G. **LICENSE FEE.** The fee, if any, further described on Exhibit "B" attached hereto and incorporated herein.

2. **TERM AND TERMINATION.**

- A. The term of this License shall commence upon the date hereof and continue for the Term designated herein, subject to earlier termination pursuant to the provisions set forth herein.



Notwithstanding the designated Term, this License shall expire: (i) immediately upon the date that it is recorded without the prior written consent of FirstLight; (ii) upon Licensee's failure to cure a default by Licensee hereunder, following written notice of such default from FirstLight to Licensee, if the terms hereof expressly provide for such notice and a right to cure; or (iii) If this License would prevent Licensor from complying with any present or future law, license, regulation, rule, order or decree of any governmental or regulatory authority; or (iv) If Licensor is required to do so by any governmental or regulatory authority; or (v) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use.

- B. If termination of this License is required by any governmental or regulatory authority, such termination shall occur on the date so required by said governmental or regulatory authority. If no such date is specified by said governmental or regulatory authority, this License shall terminate upon seven (7) days prior written notice to Licensee.
- C. Termination of this License shall not affect Licensee's obligations under this License Agreement arising on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement. This License Agreement may be terminated at any time by either party upon providing prior written Notice as set forth in Section 4 of Exhibit B.

### 3. ENFORCEMENT.

- A. Licensor reserves the right to impose enforcement fees for, and otherwise exercise its rights with respect to, any unauthorized use of any portion of the Property, including without limitation failure to receive prior written approval from Licensor for any new use, violation of this License, or violation of any provision of the FERC license of the Property. Such enforcement action by Licensor may include, but is not limited to: a trespass, cease and desist or similar court proceeding; removal of unauthorized improvements at Licensee's expense; termination or revocation of this License; prohibition of Licensee from receiving any future licenses for use of any portion of the Property; collection of enforcement fees from Licensee of up to One Thousand Dollars (\$1,000) per violation per month, in addition to up to Two Thousand Dollars (\$2,000) for each abandoned or derelict dock located on the Property. Licensee agrees that, as a condition of this License, it will pay all legal fees and expenses incurred by Licensor in bringing any enforcement action against Licensee for the violations described in this section.
- B. If Licensor is cited for a regulatory violation which occurred as a result of Licensee's actions, then Licensee will reimburse Licensor for any fines or fees assessed by such regulatory agency and will cure said violation at Licensee's expense.

### 4. NO WARRANTIES.

FIRSTLIGHT MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE, FITNESS OR CONDITION OF THE PROPERTY OR THE FACILITY, EXPRESS OR IMPLIED, OF ANY KIND, AND LICENSEE USES EACH IN "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS. Licensee hereby acknowledges that it has inspected the

Property and has determined that it is suitable for Licensee's Use, that it is not relying on any oral or written representation by FirstLight concerning the Property, and that FirstLight is under no obligation to maintain the Property for Licensee's Use.

5. RIGHTS OF OTHERS.

This License is made without any warranty of Licensor's title and subject to such rights of others as may appear of record or be apparent from inspection. Without limiting the foregoing, Licensee acknowledges that nearby owners of property may have non-exclusive rights to access the Project waters, and/or may be using the Property without such rights.

6. COMPLIANCE WITH LAWS.

- A. Licensee understands FERC requires that (i) use of Project land and/or waters by third parties pursuant to a license issued by Licensor not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, (ii) any such third parties take all reasonable precautions to ensure that the construction, operation, and maintenance of structures and facilities covered by any license from Licensor occur in a manner that protects the scenic, recreational, and other environmental values of the Projects, and (iii) any such third parties not restrict public access to Project lands and/or waters.
- B. Licensee at its sole cost and expense shall comply with all local, county, state or federal laws, codes or ordinances of any description applicable to the Facility and Licensee's Use of the Property including but not limited to zoning, building, engineering, sanitation, health, wetlands, or other environmental laws, and shall promptly remedy any breach of the same. As a condition of entering into the License Agreement, Licensee shall provide evidence reasonably satisfactory to FirstLight that all required consents and permits are in force for Licensee's Use.
- C. Licensee understands and agrees that the FERC reserves the right to require FirstLight to take reasonable remedial action to correct any violations for the protection and enhancement of the Project's scenic, recreational and other environmental values. Licensee shall promptly remedy Licensee's breach of any law, regulation, permit, license, or term or condition of this License Agreement with respect to the Property or the Facility, at Licensee's sole cost and expense. If Licensee fails or refuses to comply or remedy any such breach, then any cost and expense incurred by FirstLight in effecting such compliance or remediating any such breach shall be immediately reimbursed by Licensee upon demand.
- D. Licensee shall not at any time use or store or allow to be released or discharged any pollutant, "hazardous waste" or "hazardous substance" (as those terms may be defined by any applicable federal, state or local law, rule or regulation), or oil, petroleum, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively "Hazardous Substances") on the Property, except of such types and in such quantities and containers as are reasonably necessary for the use of the Property as contemplated herein (for example, gasoline for lawnmowers or boats) stored in amounts and containers permitted by applicable environmental, health and safety laws and regulations. Upon FirstLight's request,

Licensee shall provide evidence reasonably satisfactory to FirstLight that all required consents or permits are in force for Licensee's Use of the Property.

- E. Licenseor shall conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as required by law or any regulatory agency or as reasonably warranted due to the use of the Property by the Licensee, to monitor the environmental conditions of the Property and the adjacent waters, provided that such inspections, site assessments, and tests shall not unreasonably interfere with Licensee's use and enjoyment of the Property and the adjacent waters. Licensee shall bear the full cost and expense of any such inspections, site assessments and tests, including any related laboratory fees. Licensee shall indemnify and hold Licensor harmless from and against any claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, including without limitation, attorneys', consultants' and laboratory fees, incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Property or to the adjacent waters from use of the Property by Licensee or those otherwise permitted on the Property by Licensee, any required clean-up or other remedial action on the Property and/or a lien on the Property in favor of any governmental authority for clean-up or other remedial action for such use by such parties.
- F. In the event that archeological materials or human remains are found by Licensee or any party acting on behalf of Licensee during any ground-disturbing activities at or near the Property or the Project, Licensee shall stop such activity immediately and notify FirstLight of such findings. No such further activity shall be permitted until FirstLight has concluded its investigation of the findings with the assistance of the State Historic Preservation Officer.

#### 7. PRIORITY OF FIRSTLIGHT OPERATIONS AND RIGHT TO ENTER.

- A. Licensee acknowledges that the License is subject to the terms and conditions imposed by the FERC Project licenses or to be imposed by FERC in connection with any order relative to or affecting this License. FirstLight shall have the right to impose additional conditions upon Licensee's use of the Property to assure the safety of FirstLight's facilities which are presently or may in the future be located within or in the vicinity of the Property. Licensee shall permit equal and unobstructed use of the Property by all members of the public regardless of race, creed, religion or sexual orientation.
- B. The operations of the FirstLight Project shall have priority over the License herein granted. Following the expiration or earlier termination of this License Agreement, FirstLight will not have any obligation to accommodate Licensee's Use.
- C. Licensee acknowledges and agrees that (i) the purpose of the Project is for the generation of electric power; (ii) this License does not affect Licensor's right to alter the level of the Project waters, or otherwise continue its use of such waters for its business purposes and Licensor is under no obligation, either direct or implied, to maintain the level of the Project waters at any given point; and (iii) the use of the Property and the exercise of any rights granted hereunder shall not in any way or at any time interfere with any use to which Licensor may put the Project waters or the Property (including, but not limited to,

changing the levels of the waters (up or down), by adding or withdrawing water, flooding with water and ice of the Property or any draining of the Project waters) in connection with the operation of the FERC Projects.

- D. FirstLight shall have the right, at any time and without liability or compensation to Licensee, to enter and use the Property for its business purposes, and to install, use, repair, maintain, relocate and remove facilities that presently exist or may in the future be located within the Property as part of FirstLight's business operations.
- E. FirstLight reserves the right to enter upon and use the Property at any time for any purpose, in its sole discretion, including, without limitation, the right to cut and remove wood, brush and timber in connection with the operation of the FERC Projects.
- F. By accepting this License, Licensee releases FirstLight from any and all liability for damages to Licensee's property caused by FirstLight's entry and use of the Property or by exercise of its right to flood and flow water.

#### 8. INDEMNIFICATION.

- A. Licensee hereby agrees to defend, release, indemnify, protect and hold harmless FirstLight, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property from and against any and all loss, cost, damage, or expenses, including attorney's fees, arising out of Licensee's Use or occupancy of the Property, including without limitation all claims or suits for loss or damage to: (i) property of any description (including without limitation Licensee's property) or natural resources, including but not limited to damages alleged by other riparian owners, or (ii) personal injury, sickness or death of any person, including without limitation Licensee and its employees, agents, invitees, contractors and guests. Any future contamination of soil or ground water or violation of environmental laws shall be the responsibility of the party causing the contamination or the violation of environmental laws.
- B. Licensee waives any and all claims for damages it may now or in the future have against any of the Licensor, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property for injuries to persons, or damage to property, including without limitation indirect, incidental and consequential damages, arising out of or traceable to this License, the condition of the Property, or to any use to which Licensor may put the waters of the Connecticut River or the Property, and EXPRESSLY RELEASES such parties from any and all claims, provided the same do not arise out of the gross negligence or willful misconduct of Licensor.

#### 9. LICENSEE'S WARRANTIES.

Licensee warrants that (i) its use of the Property and adjacent waters covered by this License shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, and (ii) it shall take all reasonable precautions to ensure that the construction, operation and maintenance of all structures, improvements and facilities authorized by this License will occur in a manner that protects the scenic, recreational, and other environmental values of the Project, and (iii) it shall not unduly restrict public access to Project lands and/or

waters; and (iv) it will undertake all reasonable measures to ensure that debris, litter, bottles and any other materials are not thrown, dumped or otherwise deposited into the Project waters and will promptly clean up any such items that are in the Project waters and are traceable to its operations.

10. .INSURANCE.

- A. For as long as this License is in effect, and as a condition to entering the Property, Licensee shall maintain Comprehensive General Liability insurance coverage, including Contractual Liability and Broad Form Property Damage Liability, with a combined single limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence, and annual aggregate insurance coverage with respect to the Property and the Facility in forms and with insurers acceptable to FirstLight, and including a waiver of subrogation in favor of FirstLight. Additionally, all insurance certificates shall identify the location of the Property. In the event that Licensee is to perform any work at the Property, such required insurance coverage shall also include umbrella/excess liability insurance with a limit of \$1,000,000 per occurrence, and annual aggregate, worker's compensation coverage at statutory limits with Employers Liability, and comprehensive automobile liability coverage, both in amounts acceptable to FirstLight.
- B. All insurance policies required to be maintained by Licensee pursuant to this License shall be endorsed to: (i) "FirstLight MA Hydro LLC", its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to Licensor prior to any cancellation or material change in any insurance policy; and (iii) provide a waiver of subrogation in favor of Licensor.
- C. Licensee shall guaranty and ensure that its contractors, subcontractors, agents or representatives performing work or services on the Property have obtained insurance coverages at the limits specified in this License. Licensee will be required to provide evidence of compliance with this section promptly when requested by Licensor. Failure to comply with this section may result in Licensor's revocation of this License.

11. DEFAULT AND REMEDIES.

In the event Licensee: (a) fails to fully and completely perform in all material respects all terms, conditions, covenants and promises contained in this License Agreement and such default continues for more than seven (7) days after notice from FirstLight without cure satisfactory to FirstLight, or such other time acceptable to FirstLight as is necessary for Licensee to cure a non-monetary default; (b) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (c) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (d) makes an assignment for the benefit of creditors; (e) abandons its Use of the Property and/or the Facility; or (f) suffers this License to be taken on writ of execution; then FirstLight, in addition to all other remedies it may have, shall have the immediate right to terminate this License and to require, at its sole discretion, the removal of the Facility and/or all of Licensee's property from the Property. Licensee will at all times during the term of this License keep FirstLight informed of the current name, address, telephone number and other relevant contact information for Licensee.

## 12. FORCE MAJEURE.

To the extent either party is prevented by Force Majeure, as hereinafter defined, from carrying out, in whole or part, its obligations under this License and such party (the "Claiming Party") gives written notice and details of the Force Majeure to the other party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this License (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure, but the period of time to pay shall be extended if Licensee is prevented from paying due to Force Majeure). The party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues. For purposes of this License, "Force Majeure" shall mean any event or circumstance having an adverse effect upon a party's ability to perform pursuant to this License if such event or circumstance is beyond the party's reasonable control. "Force Majeure" events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of governmental authorities, and strikes or lockouts which materially affect, impact or impede obligations under this License

## 13. IMPROVEMENTS AND RESTORATION.

- A. Licensee agrees promptly to remove any Facility or other improvements on the Property that become uninhabitable or unsafe, in the judgment of Licensor, during the term of this License. In the event that Licensee fails to do so within thirty (30) days of receipt of written notice from Licensor directing it to remove an unsafe Facility or improvement, Licensor may conduct such removal at Licensee's expense and shall invoice Licensee for all expenses associated with such removal, which invoice shall be due and payable within thirty (30) days of receipt.
- B. At the termination or expiration of this License, Licensee shall promptly remove the Facility, if any, and all of Licensee's personal property from the Property at the Licensee's sole cost and risk and restore the Property to a safe condition reasonably satisfactory to FirstLight within thirty (30) days of the date of such termination or expiration. Any personal property remaining on or near the Property following such thirty-day period may, at the sole option of FirstLight, be removed by FirstLight without liability to Licensee with respect to such removed property, and all costs for removal, disposal and restoration shall be paid by Licensee. Licensee will be required to reimburse FirstLight for the expenses of such removal, disposal and any required restoration within thirty (30) days from the date of FirstLight's invoice therefor.

14. GENERAL PROVISIONS.

- A. No waiver. Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. Section Headings. Section headings in this License are for convenience only and shall not affect the interpretation of the provisions hereof
- C. Notices. Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address below, or at such other address for a party as that party may specify by written notice by: (i) delivery in hand, (ii) postage prepaid, United States first class mail, return receipt requested, (iii) overnight delivery service by a nationally-recognized courier, or (iv) email, provided that a copy of such notice is transmitted to the recipient on the next business day using any one of the preceding delivery methods. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

The mailing addresses of the parties for any such notices are as follows:

FirstLight: Station Operations Manager North  
Northfield Mountain  
99 Millers Falls Road  
Northfield, MA 01360

Fax No.: (413) 659-4459

With a Copy to: Legal Department  
FirstLight Power  
111 South Bedford Street, Suite 103  
Burlington, MA 01803

Licensee: Town of Montague  
c/o Suzanne LoManto  
Town Hall  
One Avenue A  
Turners Falls, MA 01376

Email Address: [riverculture@montague-ma.gov](mailto:riverculture@montague-ma.gov)

- D. Miscellaneous. This License Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect;

(iii) may only be amended, modified, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns; (v) is not intended to inure to the benefit of any third party beneficiary; and (vi) shall be construed without any provision that is found to be invalid or unenforceable to the extent required to give effect to the remainder of its terms.

- E. Applicable Law. This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action or proceeding by either party to enforce or interpret this License shall be brought in federal or state court, as appropriate, located in Massachusetts, and Licensee hereby irrevocably and unconditionally waives its right to challenge its agreement that all such actions and proceedings shall be filed in federal or state court in Massachusetts. Both parties hereby waive a right to trial by jury in any such action.
- F. Legal Fees. In the event that a party initiates a legal proceeding to enforce the terms of this License, the prevailing party shall be entitled to recover its legal costs, fees and expenses arising out of such enforcement proceeding.
- G. No Estate Created; Prerequisite to Entry. This License Agreement shall not be construed as creating or vesting in Licensee any easement or interest in the Property, but only the limited right of Use under the License hereinabove described. Licensee shall have no right to enter the Property with respect to the Use until FirstLight has received a fully-executed counterpart of this License and Licensee's evidence of insurance coverage in accordance with the requirements of this License Agreement.
- H. Confidentiality. FirstLight and Licensee agree that the terms of this License Agreement are considered confidential and proprietary, and may not be disclosed by either FirstLight or Licensee to any third party (except FirstLight's or Licensee's attorneys, contractors and consultants) without the prior written consent of the other party; provided, however, such terms may be disclosed by either party where required by law or by order or direction of any court, commission or other administrative or governmental authority having jurisdiction over the subject matter of the License or the operations and assets of FirstLight or Licensee.
- I. No Transfer or Recording. This License is personal to Licensee and shall not be assigned, transferred or recorded by Licensee without the express written consent of FirstLight, which consent may be withheld in FirstLight's sole and absolute discretion. Any breach of the terms of this paragraph shall render this License immediately voidable at the option of Licensor. Licensor's right to void this License under this paragraph shall not be subject to any cure rights provided herein.
- J. Corporate Licensee: If Licensee is a corporation, partnership, limited liability company, trust or other entity, then: (i) each individual executing this License on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of such entity; (ii) Licensee represents that such entity is duly formed and is in good standing in its jurisdiction of formation and in Massachusetts; (iii) Licensee shall maintain its existence and good standing for as long as this License shall remain in



effect; (iv) no ownership or beneficial interest in such Licensee shall be assigned or transferred without the prior written consent of FirstLight; and (v) Licensee shall promptly notify FirstLight of any change in its name, existence, jurisdiction of formation or qualification to do business in Massachusetts. Upon request from FirstLight, Licensee shall deliver evidence of such entity's formation, authorization to do business, authorized officers or other representatives, or other entity information reasonably requested.

- K. Inspection. FirstLight reserves the right to inspect the Property to determine whether Licensee is in compliance with the terms and conditions of this License. The failure of FirstLight to inspect the Property shall not relieve Licensee of any obligation to maintain the Property in accordance with the terms and conditions of this License.
- L. Exercise of Rights. Any failure of a party to exercise its rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

[Intentionally left blank – signature page follows]

**IN WITNESS WHEREOF**, the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

**LICENSOR:**

**FIRSTLIGHT MA HYDRO LLC AND/OR  
NORTHFIELD MOUNTAIN LLC**

By: \_\_\_\_\_  
Name: Nicholas A. Hollister  
Title: Senior Operations Manager North

**LICENSEE:**

**TOWN OF MONTAGUE**

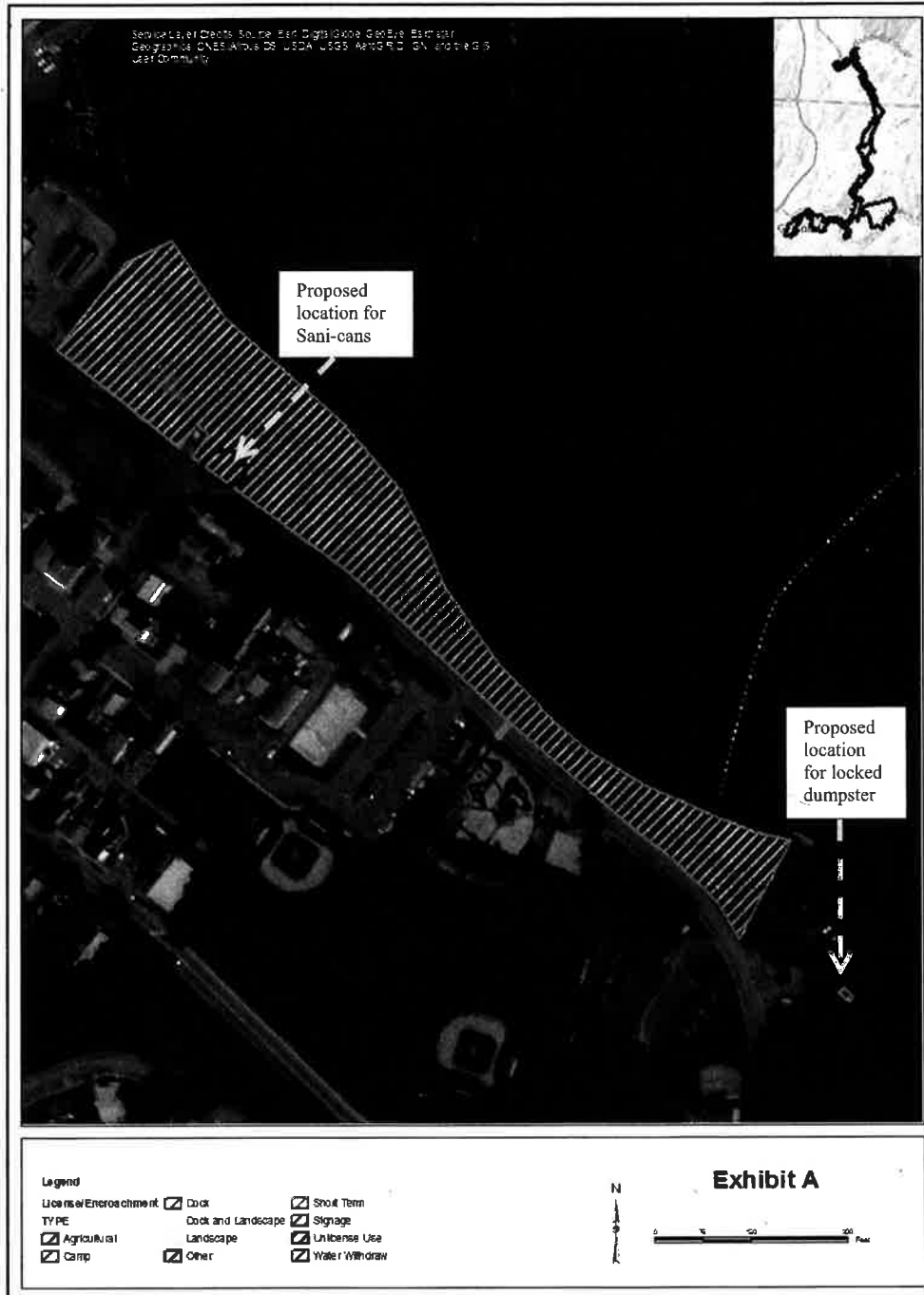
By: \_\_\_\_\_  
Name: Richard Kuklewicz  
Its: Selectboard Chair

By: \_\_\_\_\_  
Name: Michael M. Nelson  
Its: Selectboard Vice-Chair

By: \_\_\_\_\_  
Name: Christopher M. Boutwell, Sr.  
Its: Selectboard Clerk

**EXHIBIT A**  
[Description of the Property]

That certain property owned by FIRSTLIGHT MA Hydro LLC, located in **Turners Falls, MA**, as described in a curative deed dated as of December 13, 2019, and recorded in the Franklin County Registry of Deeds at Book 7469, Page 44, given by FirstLight Hydro Generating Company to FirstLight MA Hydro LLC.).



**EXHIBIT B**  
(Short Term Use)

1. USE.

- A. This License is granted to Licensee to organize, oversee, direct and administer the Pocumtuck Homelands Festival on and through the Property. Specific uses include erecting a large event tent with tables, chairs, and other related items used for such event and that will accommodate a large number of people, including attendees, event organizers/participants, and performers who have been vetted, approved, and selected to perform various activities and instruction in celebration and promotion of such Festival, use of the Property as depicted on Exhibit A, by such Festival attendees, event organizers/participants and approved performers.
  
- B. If any person or persons who are present on the Property become disruptive, e.g. perform(s) or exhibit(s) acts, whether physical or verbal, against others and/or against Festival exhibits and/or in reaction to scheduled Festival activities and/or which may appear to threaten the safety of others in attendance or disrupt general public order in reaction to events and activities occurring on the Property during the Festival and/or Use, a representative of the Town of Montague or the Pocumtuck Valley Homeland Festival event co-sponsors, Nolumbeka Project, may notify the Town of Montague Police Department and may instruct an officer(s) to remove such person(s) from the Festival and the Property. This authority also extends to Festival performers who have not been vetted, approved, and selected by Festival co-sponsors to perform at the Festival.
  
- C. During the festival dates of Saturday, August 7 and Sunday, August 8, Licensee has agreed to provide sani-cans for participants and to complete all event trash removal. Licensee is responsible for procuring any board of health or other regulatory permit to allow this Use.

2. FACILITY.

None.

3. CONDITIONS AND RESTRICTIONS.

- A. Licensee shall:
  - i. Be solely responsible for any erosion on the Property caused or exacerbated by the Use. In the event that FirstLight determines, in its sole discretion, that erosion within one-hundred feet (100') of the Use on the Property was caused or exacerbated by the acts of the Licensee and Licensee fails to adequately remedy or repair such erosion (the "Erosion Repair") to the reasonable satisfaction of FirstLight within thirty (30) days of FirstLight's notice thereof, then FirstLight may conduct such Erosion Repair at Licensee's cost and expense, and any such charge shall be due and payable to FirstLight within thirty (30) days of the date of the invoice therefor. In addition, Licensor may require Licensee to plant and maintain native vegetation in order to reduce

erosion and run-off from the Property into the Connecticut River, which work shall be performed by Licensee at Licensee's expense.

- ii. Immediately cease all work on Licensor's property upon notification from Licensor of a license violation.
- iii. Comply with any and all reasonable conditions imposed by the Licensor from time to time in writing, as the same may be modified and/or amended from time to time by Licensor. Licensor specifically reserves the right to remove unauthorized contractors from the property and shall not be responsible for any costs to Licensee associated with such removal.

B. Except to the extent expressly permitted in this License, Licensee shall not undertake or permit without the prior written consent of Licensor:

- i. any other uses of the Property; or
- ii. any excavation, grading or filling on the Property; or
- iii. construction of any structures, fixtures, improvements or temporary structures, including tents and trailers, on the Property; or
- iv. the removal of any timber, vegetation or plantings, except for any timber, vegetation and plants specifically permitted herein; or
- v. parking or storage, even temporarily of vehicles, materials or equipment on the Property contrary to the terms and provisions of the License until it has received FirstLight's prior written approval; or
- vi. third party contractors to perform work on the Property without the authorization of the Licensor and receipt by Licensor of evidence that the contractor is insured; or
- vii. the application of any fertilizer, pesticides, or herbicides to the Property;
- viii. or the kindling of any fires upon the Property; or

#### 4. TERM.

The Term shall commence on Friday, August 6<sup>th</sup> at 12:00 p.m., Eastern Time (ET) and will expire on Monday, August 9 at 12:00 p.m., ET, unless sooner terminated as provided in the License Agreement.

The Term hereof may be terminated by either party upon providing seven (7) days prior written Notice by a party to the other party.

#### 5. LICENSE FEE.

Licensee acknowledges and agrees that neither it nor any of its members or affiliates has paid or has agreed to pay to FirstLight any "charge" or "fee" as those terms are defined in Massachusetts General Laws Ch. 21 section 17C, as amended, in exchange for the rights, benefits and access provided by this License Agreement, and that the provisions of MGL Ch. 21 section 17C are applicable to this License and the parties hereto.

12

## WendyB-Montague Board of Selectmen

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**From:** Walter Ramsey - Montague Planner  
**Sent:** Wednesday, June 23, 2021 4:04 PM  
**To:** WendyB-Montague Board of Selectmen  
**Cc:** StevenE - Montague Town Administrator  
**Subject:** 6/28 SB Items  
**Attachments:** KP-#765886-v1-MTGU\_Order\_of\_Taking\_for\_5th\_Street\_Pedestrian\_Bridge.doc; 19181A-E1-(06-22-2021).pdf

Hi Wendy,

Can you place these items on Monday's agenda. Thank you.

Under Me (5-10 minutes)

- Execute Order of Taking for three temporary easements for the Canal District Gateway Enhancement Project, Affecting 44 and 36 Canal Road.
- Closure of 125' section of alley between 151 Third Street and Unity park ballfield though Dec 1, 2021
- Review amendments to Town Hall raingarden design

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | [planner@montague-ma.gov](mailto:planner@montague-ma.gov)

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

TOWN OF MONTAGUE

ORDER OF TAKING

At a regularly convened meeting of the Selectboard of the Town of Montague (the "Town") held on this \_\_\_\_ day of June, 2021, it was voted and ordered as follows:

The Selectboard of the Town of Montague, duly elected, qualified, and acting as such, on behalf of the Town and by virtue of and in accordance with the authority of the vote taken under Article 24 of the May 22, 2021 Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein, the provisions of Chapter 79 and Chapter 82, Sections 21-24 of the Massachusetts General Laws, and any and every other power and authority hereunto enabling it in any way, hereby takes, for all purposes for which public ways are used, including, without limitation, for the purpose of undertaking the 5<sup>th</sup> Street Pedestrian Bridge project (the "Project"), the following interests in, on and under certain parcels of land southerly of the existing 5<sup>th</sup> Street vehicular bridge and the 1880 County Layout, Turners Falls, Massachusetts, and shown more particularly on a plan entitled "Plan of Land in Montague, Turners Falls, MA Prepared for Town of Montague – Easement Plan Canal Street & Fifth Street Bridge," dated \_\_\_\_\_, 2021, prepared by Sherman & Frydryk Land Surveying, recorded with the Franklin County Registry of Deeds herewith in Plan Book \_\_\_\_, Plan \_\_\_\_ (the "Plan"), as set forth more particularly below:

Temporary construction easements in, on and under the parcels of land shown on the Plan as: "Parcel TE-5" (containing 3,619± square feet), "Parcel TE-6" (containing 1,149± square feet), and "Parcel TE-7" (containing 9,105± square feet) (collectively, the "Temporary Construction Areas"), for the purpose of undertaking the Project, including, without limitation, grading land, constructing, operating, improving, maintaining, repairing, replacing, relocating, realigning and/or reconstructing a pedestrian bridge, utilities, slopes of excavation and/or embankment and/or driveway aprons, sidewalks, retaining walls, stone walls, landscaping, loaming, planting trees, seeding, paving, and/or erosion control, which temporary construction easements shall terminate automatically two (2) years from the date on which this Order of Taking is recorded with the Franklin County Registry of Deeds without the necessity of recording any instrument with said Deeds.

The Town shall have the right to enter upon and pass over the Temporary Construction Areas (the "Easement Premises") from time to time, by foot, vehicle, or heavy equipment, for any and all purposes stated herein and uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items within the Easement Premises for the purposes set forth herein. No temporary or permanent buildings, structures or other objects shall be constructed, installed or placed upon the Temporary Construction Areas for the duration thereof.

The taking includes the right of the Town to remove any buildings, structures, objects, utilities and/or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder and/or for the purposes set forth herein. Utilities and related facilities located within the Easement Premises that are owned by private utility companies and easements held by private utility companies are not taken.

The parcels of land subject to said easements are owned or supposed to be owned and/or formerly owned by the parties listed in Schedule A, which parties are hereinafter collectively referred to as Owners. If in any instance the name of any Owner is not correctly stated, the names of the supposed Owners being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an Owner or Owners unknown to us.

The Town has awarded damages to the Owner or Owners of the parcels in accordance with the provisions of G.L. c.79, §6, as amended, and to any other person or corporation having an interest therein, in the amounts set forth in Schedule B attached hereto and incorporated herein, but which shall not be recorded with the Franklin County Registry of Deeds.

No betterments are to be assessed pursuant to this taking.

[Signature Page Follows]



IN WITNESS WHEREOF, we, the duly elected and authorized members of the Montague Selectboard have hereunto set our hands and seals on this \_\_\_\_ day of June, 2021.

TOWN OF MONTAGUE  
By its Selectboard

\_\_\_\_\_  
Richard Kuklewicz, Chairman

\_\_\_\_\_  
Michael Nelson, Vice Chairman

\_\_\_\_\_  
Christopher Boutwell, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this \_\_\_\_ day of June, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member(s) of the Montague Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Montague.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

765886/MTGU/0117

## SCHEDULE A - LIST OF OWNERS

*Owner:* River Child, LLC

*Interest(s) Taken:* Parcel TE-5 (3,619 S.F.±)

*Property Address:* 42A Canal Road, Turners Falls, Massachusetts

*Mailing Address:* 42 Canal Road, Turners Falls, MA 01376

*Deed Reference:* Franklin County Registry of Deeds, Book 7190, Page 157

*Owner:* Milton Hilton, LLC

*Interest(s) Taken:* Parcel TE-6 (1,149 S.F.±)

*Property Address:* 36 Canal Road, Turners Falls, Massachusetts

*Mailing Address:* 20 Spaulding Avenue, Rochester, NH 03868

*Deed Reference:* Franklin County Registry of Deeds, Book 7476, Page 246

*Owner:* Milton Hilton, LLC

*Interest(s) Taken:* Parcel TE-7 (9,105 S.F.±)

*Property Address:* Canal Street, Turners Falls, Massachusetts

*Mailing Address:* 20 Spaulding Avenue, Rochester, NH 03868

*Deed Reference:* Franklin County Registry of Deeds, Book 7476, Page 246

**NOT TO BE RECORDED WITH THE REGISTRY OF DEEDS**

**SCHEDULE B – AWARD OF DAMAGES**

*Owner:* River Child, LLC

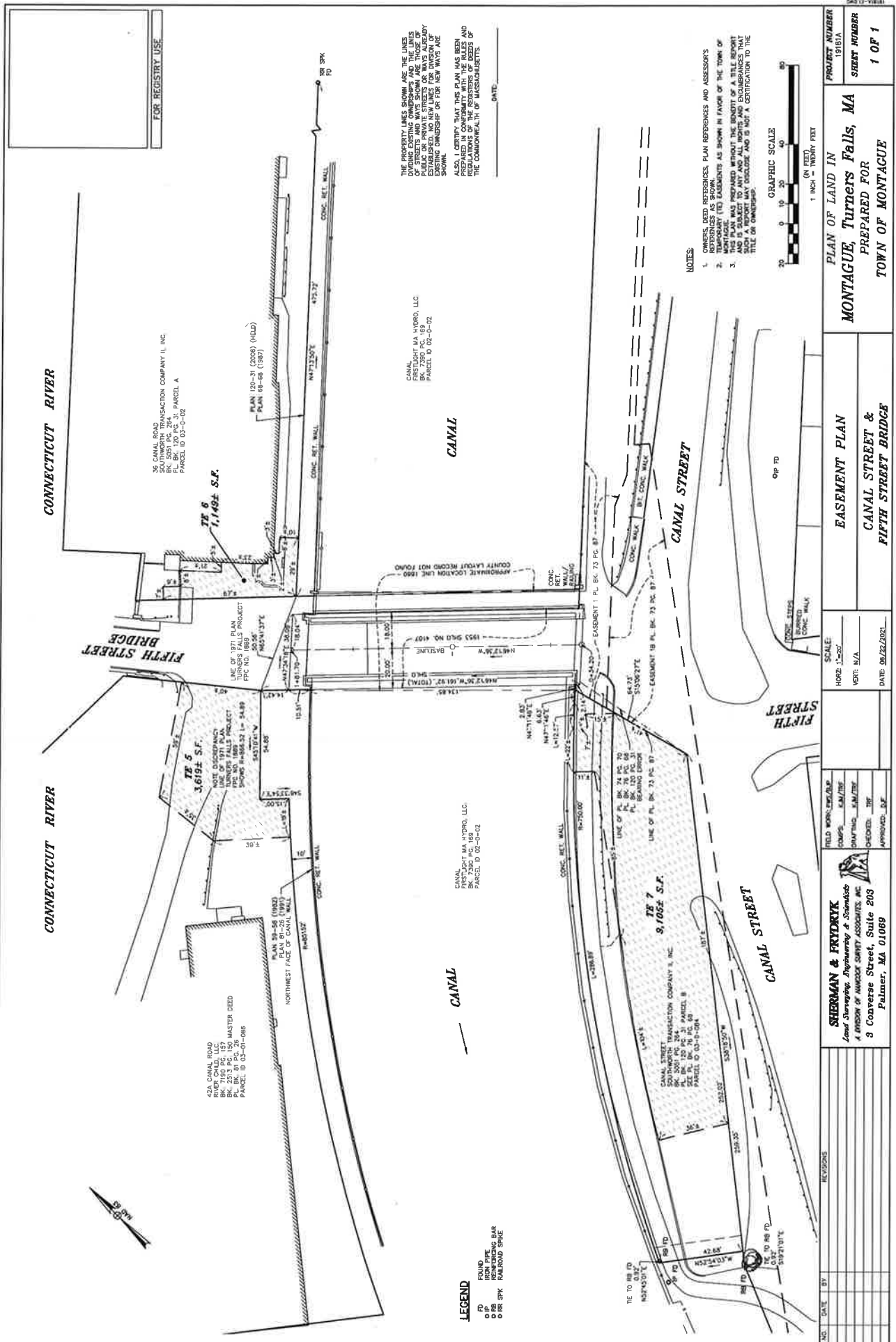
*Interest(s) Taken:* Parcel TE-5 (3,619 S.F.±)

*Property Address:* 42A Canal Road, Turners Falls, Massachusetts

*Mailing Address:* 42 Canal Road, Turners Falls, MA 01376

*Deed Reference:* Franklin County Registry of Deeds, Book 7190, Page 157

*Compensation Award:* \$700.00



FOR REGISTRY USE

THE PROPERTY LINES SHOWN ARE THE LINES DEDUCED FROM RECORDS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF RECORD. NO NEW LINES FOR DIVISION OF SHOWING DIMENSIONS OR FOR NEW WAYS ARE SHOWN. ALSO, I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS GOVERNING THE PRACTICE OF THE PROFESSION OF SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

DATE: \_\_\_\_\_

- NOTES:
1. OWNERS, REVERENDS, PLAN REFERENCES AND ASSASSOR'S TEMPORARY (TD) EASEMENTS AS SHOWN IN THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY AND ALL RIGHTS AND ENCUMBRANCES THAT MAY AFFECT THE PROPERTY HEREIN SHOWN AND IS NOT A GUARANTEE TO THE TITLE OR OWNERSHIP.
  2. OWNERS, REVERENDS, PLAN REFERENCES AND ASSASSOR'S TEMPORARY (TD) EASEMENTS AS SHOWN IN THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY AND ALL RIGHTS AND ENCUMBRANCES THAT MAY AFFECT THE PROPERTY HEREIN SHOWN AND IS NOT A GUARANTEE TO THE TITLE OR OWNERSHIP.
  3. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY AND ALL RIGHTS AND ENCUMBRANCES THAT MAY AFFECT THE PROPERTY HEREIN SHOWN AND IS NOT A GUARANTEE TO THE TITLE OR OWNERSHIP.



**FIFTH STREET BRIDGE**

**CONNECTICUT RIVER**

**CANAL**

**CANAL STREET**

**CANAL STREET**

**FIFTH STREET**

**SHERMAN & FRYDRYK**  
 Land Surveying, Engineering & Schematics  
 A member of MERRILL CANNON ASSOCIATES, INC.  
 3 Congress Street, Suite 203  
 Palmer, MA 01069

FIELD WORK: _____	SCALE: _____
COMPS: _____	HORIZ: 1"=50'
DRAWING: _____	VERT: N/A
CHECKED: _____	DATE: 06/24/2021
APPROVED: _____	

**EASEMENT PLAN**  
**CANAL STREET & FIFTH STREET BRIDGE**

**PLAN OF LAND IN**  
**MONTAGUE, Turners Falls, MA**  
**PREPARED FOR**  
**TOWN OF MONTAGUE**

**PROJECT NUMBER**  
 19161A  
**1 OF 1**

**LEGEND**

—	BOUND
—	IRON PIPE
—	WOODEN PIPE
—	CONCRETE PIPE
—	RAILROAD SPUR



36 CANAL ROAD  
 SOUTHWORTH TRANSACTION COMPANY II, INC.  
 PL. BK. 120 PG. 31 PARCEL A  
 PARCEL ID 03-0-02

**TR 6**  
 1,148± S.F.

**TR 5**  
 3,619± S.F.

**TR 7**  
 9,105± S.F.

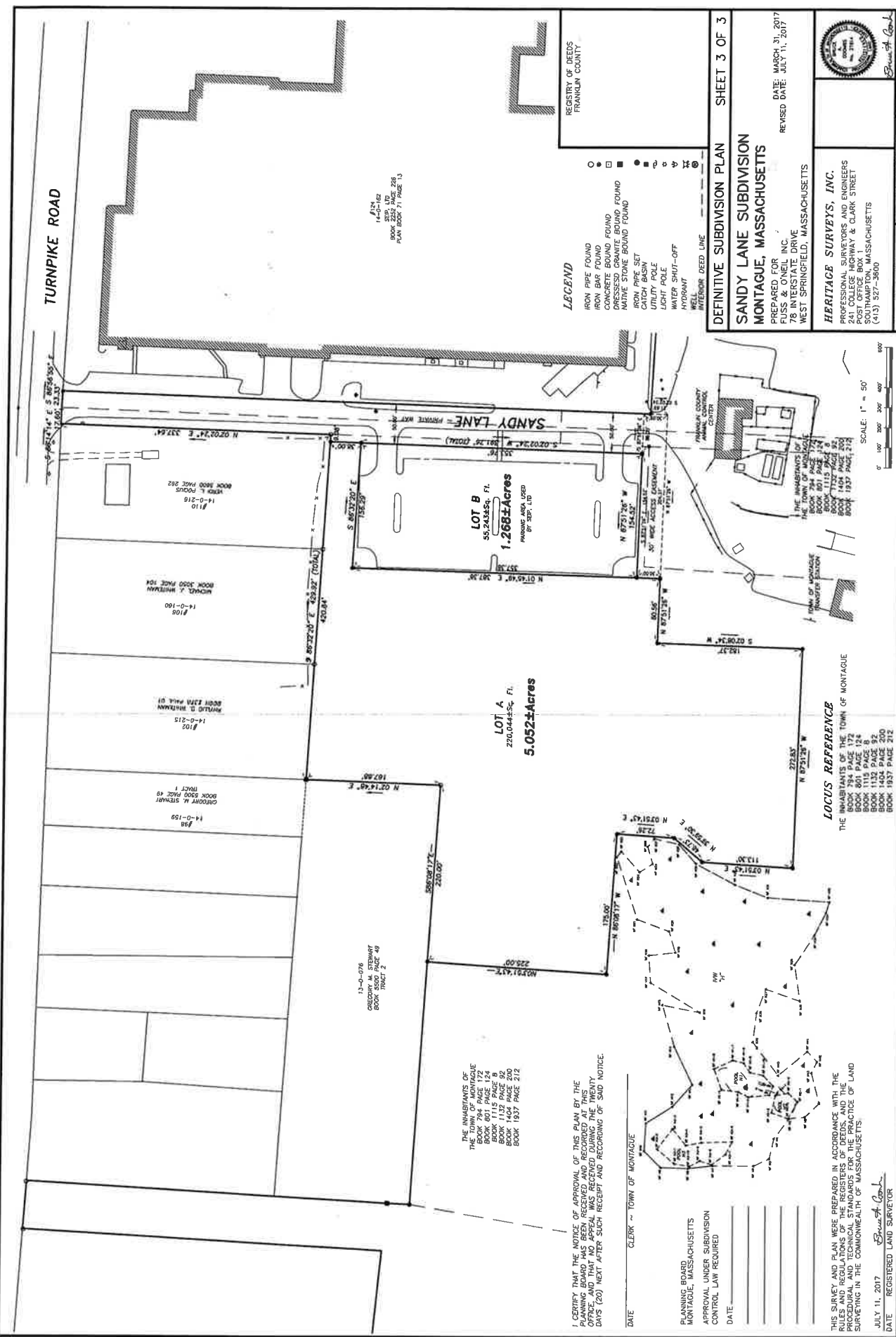
CANAL  
 TURNERS FALLS PROJECT  
 BK. 73 PG. 13  
 PL. BK. 120 PG. 31  
 PARCEL ID 02-0-02

CANAL  
 FIRSTLIGHT MA HYDRO, LLC  
 PARCEL ID 02-0-02

CANAL STREET TRANSACTION COMPANY II, INC.  
 BK. 200 PG. 294  
 BK. 120 PG. 31  
 PL. BK. 120 PG. 31  
 PARCEL B  
 PARCEL ID 03-0-04

NO.	DATE	BY	REVISIONS

TURNPIKE ROAD



REGISTRY OF DEEDS  
FRANKLIN COUNTY

- LEGEND**
- IRON PIPE FOUND
  - IRON BAR FOUND
  - CONCRETE FOUND
  - ▣ NATIVE STONE FOUND
  - IRON PIPE SET
  - CATCH BASIN
  - UTILITY POLE
  - LIGHT POLE
  - WATER SHUT-OFF
  - WELL SHUT
  - WELL
  - INTERIOR DEED LINE

**DEFINITIVE SUBDIVISION PLAN SHEET 3 OF 3**

**SANDY LANE SUBDIVISION**  
**MONTAGUE, MASSACHUSETTS**

PREPARED FOR  
FLUSS & O'NEIL, INC.  
78 INTERSTATE DRIVE  
WEST SPRINGFIELD, MASSACHUSETTS

DATE: MARCH 31, 2017  
REVISED DATE: JULY 11, 2017



**HERITAGE SURVEYS, INC.**  
PROFESSIONAL SURVEYORS AND ENGINEERS  
241 COLLEGE HIGHWAY & CLARK STREET  
POST OFFICE BOX 1  
SOUTHAMPTON, MASSACHUSETTS  
(413) 327-3800

SCALE: 1" = 50'

0 100 200 300 400 500

THE INHABITANTS OF  
THE TOWN OF MONTAGUE  
BOOK 784 PAGE 172  
BOOK 801 PAGE 124  
BOOK 1132 PAGE 92  
BOOK 1404 PAGE 200  
BOOK 1937 PAGE 212

I CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE  
PLANNING BOARD OF THE TOWN OF MONTAGUE WAS RECORDED IN THE  
OFFICE, AND THAT NO APPEAL WAS RECEIVED DURING THE TWENTY  
DAYS (20) NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

DATE \_\_\_\_\_ CLERK ~ TOWN OF MONTAGUE

PLANNING BOARD  
MONTAGUE, MASSACHUSETTS  
APPROVAL UNDER SUBDIVISION  
CONTROL LAW REQUIRED  
DATE \_\_\_\_\_

THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE  
PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND  
SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

JULY 11, 2017  
DATE REGISTERED LAND SURVEYOR

**LOCUS REFERENCE**  
THE INHABITANTS OF THE TOWN OF MONTAGUE  
BOOK 784 PAGE 172  
BOOK 801 PAGE 124  
BOOK 1132 PAGE 92  
BOOK 1404 PAGE 200  
BOOK 1937 PAGE 212

14-0-215  
MIRIAM D. BIRKMAN  
BOOK 3271 PAGE 01

14-0-100  
MICHAEL J. WHITMAN  
BOOK 3500 PAGE 104

14-0-216  
CYNTHIA L. POULOS  
BOOK 3800 PAGE 202

**LOT A**  
226,044± Sq. Ft.  
**5.052± Acres**  
PAVING AREA LOADED  
BY SEP, LTD

**LOT B**  
56,243± Sq. Ft.  
**1.268± Acres**  
PAVING AREA LOADED  
BY SEP, LTD

14-0-102  
SEP, LTD  
BOOK 3800 PAGE 13  
PLAN BOOK 71 PAGE 13

JULY 11, 2017  
DATE REGISTERED LAND SURVEYOR

**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF MONTAGUE, MASSACHUSETTS  
AND  
WRIGHT PIERCE  
FOR ON-CALL ENGINEERING SERVICES**

THIS AGREEMENT made this 7th day of June 2021 between Wright-Pierce a Maine corporation with a usual place of business at 700 Middlesex Plaza, 169 Main Street, Middletown, CT 06457 hereinafter called the "ENGINEER," and the Town of Montague, MA, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376, hereinafter called the "TOWN." The Town and Engineer may also be referred to individually as a "Party" and collectively as the "Parties."

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform on-call engineering services, including but not limited to technical advice, regulatory assistance, funding and financing assistance, operational assistance, technical evaluations, engineering studies and reports, preliminary or conceptual designs, final designs, bidding assistance, construction administration, construction Resident Project Representative services, post-construction services and other services of an engineering nature which ENGINEER is qualified to provide directly and/or through sub-consultants retained with the approval of the TOWN.

Services requested by the TOWN will be summarized using an Engineering Services Request Form (example attached as **Exhibit A** to this Agreement) for each assignment. Each such separate Engineering Services Request Form, once signed by both Parties, will be deemed a part of this Agreement, provided that in the event of any conflict with the provisions of this Agreement and any Engineering Services Request Form, this Agreement shall control unless the Parties agree otherwise in writing.

2. Contract Price

For services under this Agreement ENGINEER will be paid a fee based on ENGINEER's Standard Billing Rates attached hereto as **Exhibit B**, plus Town-approved reimbursable expenses and charges for Town-approved sub-consultant services, unless another fee structure is agreed to in the Engineering Services Request Form.

3. Commencement and Completion of Work

A. This Agreement shall commence on the date of this Agreement and shall expire after one year, unless terminated sooner in accordance with this Agreement. The Town may also extend for a year at its sole option.

- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work using a level of skill and attention consistent with the standard of care implied by law in Massachusetts for services of an engineer.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to

operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

- B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.
- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed: Contractor's Investigation

The TOWN may furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis. Payment shall be due 30 days after receipt of an invoice by the TOWN.

7. Reimbursement

Except as otherwise included in the fees paid to ENGINEER or otherwise provided for under this Agreement or in any Engineering Services Request Form, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN;



(b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

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

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.

B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other

benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

WRIGHT PIERCE:

TOWN OF MONTAGUE:

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

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

Name: \_\_\_\_\_  
Type or Print

Name: \_\_\_\_\_  
Type or Print

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

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



---

## Exhibit B: Billing Rates

Rates are current as of June 2021. Billing rates are based on salary costs for Wright-Pierce within each classification, multiplied by our salary multipliers. Actual billing rates to the project are based on the actual rates for the individuals assigned to the project.

### Labor Billing Rates

Accounting / Billing Classification	Hourly Billing Rate Range
Principal / Engineering Manager	\$160 to 240
Senior Project Manager	\$150 to 200
Project Manager / Senior Project Engineer / Construction Manager	\$130 to 195
Senior Project Engineer	\$110 to 145
Project Engineer	\$80 to 125
Engineer Intern / Intern Architect	\$80 to 105
Architect / Structural / Mechanical / Instrumentation / Electrical Engineer	\$120 to 200
Senior CAD Designer	\$115 to 150
CAD Designer / Senior CAD Technician	\$80 to 120
CAD Technician	\$60 to 80
GIS Analyst	\$72 to 115
Survey Crew (two people)	\$210
Field Service Technician	\$59 to 75
Hydrogeologist	\$95 to 140
Resident Project Representative	\$105 to 180
Office Assistant / Word Processor	\$53 to 115



15A  
**FRANKLIN COUNTY REGIONAL HOUSING &  
REDEVELOPMENT AUTHORITY**  
241 Millers Falls Road • Turners Falls, MA 01376  
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

February 26, 2020

Golnaz Tabatabai, Program Representative  
Department of Housing & Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

RE: CDF I-G-2019-Montague-00845; Program Extension #2

Dear Ms. Tabatabai,

The Town of Montague would like to request a program extension to September 30, 2021, for CDF-I-G-2019-Montague-00845. The Franklin County Housing and Redevelopment Authority (HRA) is administering the grant for the Town and is submitting this extension to complete the Spinner Park Restoration Project.

Unforeseen delays in the availability of contracted construction materials will postpone their delivery until mid-July, when the project is expected to be completed.

If you have any concerns regarding this Program Extension, please feel free to contact me at Franklin County Regional Housing and Redevelopment Authority, at (413) 863-9781 x 125 or [bmchugh@fcrhra.org](mailto:bmchugh@fcrhra.org).

Sincerely,

Brian P. McHugh  
Director of Community Development

Massachusetts Community Development Block Grant Program  
Chapter 3 Grant Management Forms

**Budget and Program Revision Form**


<b>Community/Grantee:</b> Montague	<b>Original Award:</b> \$ 612,065
<b>Program Name/Year:</b> Town of Montague	<b>Revision #:</b>
<b>Grant #:</b>	P-number (program revision)
	B-number (budget revision)
	E-number (extensions)
<b>Contract End Date:</b> 06 / 30 / 21	<b>Date Revision Submitted:</b> 06 / 21 / 21

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

<b>Grantee Requested</b>	<b>An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.</b>	<b>DHCD Approved</b>
	<b>Budget Amendment to increase the grant award to \$</b>	
	<b>Budget Revision for:</b>	
	• Change in administrative dollars	
	• Transfer of funds from construction to non-construction or vice versa	
	• Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000	
x	<b>Program Extension (to increase period of availability of funds/period of performance) to 09 / 30 / 21</b>	
	• This extension will extend period of performance beyond the end of the term of the current grant agreement	
	<b>Program Revision for:</b>	
	• Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.	
	• Changes in key personnel	
	• For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award	
	• Other, specify	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that if revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.



	06/18/21 Richard Kuklewicz, Selectboard Chair
<b>Authorized Signature for Grantee:</b>	<b>Date / / Print Name &amp; Title:</b>

<b>Program Rep. initial and date:</b>	<b>Program manager signature and date:</b>
---------------------------------------	--

This request # _____ is _____ approved as requested	_____ approved with the modifications shown on the _____ denied
following pages numbered _____	

_____	Sandra L. Hawes, Associate Director, DCS
<b>Authorized signature for Mass. CDBG</b>	<b>Print name, title, and date</b>

TOWN OF MONTAGUE

And

SCIABA CONSTRUCTION CORPORATION

SPINNER PARK RESTORATION PROJECT

CONTRACT

ADDENDUM #3

**THIS ADDENDUM** made this 28th day of June, 2021 by and between the TOWN of MONTAGUE hereinafter referred to as the "Grant recipient", and SCIABA CONSTRUCTION CORPORATION, hereinafter referred to as the "Contractor".

**WITNESSETH THAT:** The "Grant Recipient" and the "Contractor" intend to amend their agreement dated the 30<sup>th</sup> day of March, 2020 in the following manner:

**4. TIME OF COMPLETION**

The Town of Montague and the General Contractor, Sciaba Construction Corporation, mutually agree to amend **Section 4.** of their contract to extend the time of completion to **August 30, 2021** to complete the entirety of the project.

All other terms of this AGREEMENT shall remain in effect unless expressly stated and agreed upon in writing by all parties.

**IN WITNESS WHEREOF**, the "Grant Recipient" has executed this Agreement as of the day and year first above written.

TOWN OF MONTAGUE

SCIABA CONSTRUCTION CORPORATION

\_\_\_\_\_  
Richard Kuklewicz, Selectboard – Chair

\_\_\_\_\_  
Edward Sciaba, Owner



**TOWN OF MONTAGUE**

And

**BERKSHIRE DESIGN GROUP**

**SPINNER PARK RESTORATION PROJECT**

**CONTRACT**

**ADDENDUM #3**

**THIS ADDENDUM** made this 28th day of June, 2021 by and between the TOWN of MONTAGUE hereinafter referred to as the "Grant recipient", and BERKSHIRE DESIGN GROUP, hereinafter referred to as the "Contractor".

**WITNESSETH THAT:** The "Grant Recipient" and the "Contractor" intend to amend their agreement dated the 25<sup>th</sup> day of November, 2019 in the following manner:

**4. TIME OF COMPLETION**

The Town of Montague and the Architectural Firm, Berkshire Design Group, mutually agree to amend **Section 6.** of their contract to extend the time of completion to **August 30, 2021** to complete the entirety of the project.

All other terms of this AGREEMENT shall remain in effect unless expressly stated and agreed upon in writing by all parties.

**IN WITNESS WHEREOF,** the "Grant Recipient" has executed this Agreement as of the day and year first above written.

TOWN OF MONTAGUE

BERKSHIRE DESIGN GROUP

\_\_\_\_\_  
Richard Kuklewicz, Selectboard – Chair



15B

**AUTHORIZATION TO DISBURSE No. 4**

**TOWN OF MONTAGUE FY19 (6C)  
SPINNER PARK RESTORATION PROJECT  
Contractor: Sciaba Construction Corporation  
1801 Main Street  
Walpole, MA 02081-1433**

Date: June 28, 2021

Original Contract Amount:	\$282,200.00
Addenda	24,942.26
Total Contract	307,142.26
Total Paid to Date:	136,918.35
Balance:	170,223.91
This Invoice:	<b>55,743.80</b>
Balance:	114,480.11

Work Items Complete:

See attached Application & Certification for Payment for period to: 6/23/21	<b>FY2019 CDBG</b>
---	--------------------

I have reviewed this invoice on June 24, 2021 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 55,743.80

\_\_\_\_\_  
*Director of Community Development – HRA*

I hereby authorize the above payment

**TOWN of MONTAGUE**

\_\_\_\_\_  
*Authorized signature*  
Chair, Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:  
Town of Montague  
One Avenue A  
Turner Falls, MA 01376

FROM CONTRACTOR:  
Sciaba Construction Corporation  
1 801 Main street  
Walpole, MA-02081

PROJECT:  
Spinner Park Restoration  
One Avenue A, Turner Falls, MA  
FY 19 CDBG  
VIA ARCHITECT:  
The Berkshire design grouping  
4 Allen Place  
Northampton, MA 01060

## CONTRACT FOR SPINNER PARK RESTORATION

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	282,200.00
2. Net change by Change Orders	\$	24,942.26
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	307,142.26
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	202,802.26
5. RETAINAGE:		
a. % of Completed Work	\$	\$10,140.11
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column J of G703)	\$	10,140.11
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	192,662.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	136,918.35
8. CURRENT PAYMENT DUE	\$	55,743.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	114,480.11

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$24,942.26	
Total approved this Month		
<b>TOTALS</b>		
NET CHANGES by Change Order	\$24,942.26	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1982 EDITION - AIA - 91992

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

APPLICATION NO: 4

PERIOD TO: 06/23/21

PROJECT NO: FY 19 CDBG

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

### CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

### CONTRACTOR:

By:  Date: 6/29/21  
 State of: MASSACHUSETTS County of: Norfolk  
 Subscribed and sworn to before me this 24th day of JUNE 2021  
 Notary Public:   
 My Commission Expires: 7/10/2026

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

### AMOUNT CERTIFIED

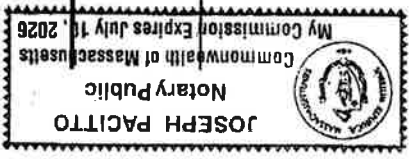
(\$ Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

### ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-3026





# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainages for line items may apply.

APPLICATION NO: 4  
 APPLICATION DATE: 6/23/21  
 PERIOD TO: 6/23/21  
 ARCHITECT'S PROJECT NO: FY 19 CDBG

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)							
32-1216	Rhinolinous Concrete Paving Furnish & Install Gravel Base Furnish & Install Rhinolinous Concrete Paving	\$88,800.00 \$1,000.00 \$2,000.00 \$3,000.00	\$66,965.00	\$12,255.00	\$0.00 \$0.00 \$0.00 \$0.00	\$78,320.00	88.20%	\$10,480.00	\$3,916.00	
	Balance forward									
32-1300	Cast-in-place Concrete Furnish & Install form work Furnish & Install Rebar & wire reinforcement Furnish & Install Joint Sealants & Expansion Joints Furnish & Install Concrete	\$1,500.00 \$1,200.00 \$1,300.00 \$2,000.00 \$6,000.00	\$0.00	\$1,500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500.00 \$1,200.00 \$1,300.00 \$2,000.00 \$6,000.00	100.00% 100.00% 100.00% 100.00% 100.00%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$75.00 \$60.00 \$65.00 \$100.00 \$30.00	
	Sub-total									
32-1313	Fiber Reinforced Concrete Sidewalk Furnish & Install form work Furnish & Install reinforcement and dowels Furnish & Install Concrete Furnish & Install Expansion & Isolation Joints Furnish & Install Joint & Concrete Sealant	\$5,000.00 \$3,000.00 \$1,500.00 \$3,000.00 \$3,000.00 \$15,500.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	0.00% 0.00% 0.00% 0.00% 0.00% 0.00%	\$5,000.00 \$3,000.00 \$1,500.00 \$3,000.00 \$3,000.00 \$15,500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
	Sub-total									
32-1400	Unit Paving Furnish & Install Setting Bed Furnish Pavers Install Pavers	\$2,000.00 \$15,000.00 \$10,000.00 \$27,000.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$15,000.00 \$0.00 \$15,000.00	0.00% 100.00% 0.00% 55.56%	\$2,000.00 \$0.00 \$10,000.00 \$12,000.00	\$0.00 \$750.00 \$0.00 \$750.00	
	Sub-total									
32-2000	Site Improvements Furnish & Install Construction Sign Furnish 6 Benches Install 6 Benches Furnish 8 Benches Install 8 Benches Furnish Granite Seat wall blocks & Granite Curb	\$1,600.00 \$3,800.00 \$1,200.00 \$3,800.00 \$1,200.00 \$48,000.00 \$59,600.00	\$1,600.00	\$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,600.00 \$3,800.00 \$0.00 \$3,800.00 \$0.00 \$48,000.00 \$49,600.00	100.00% 100.00% 0.00% 100.00% 0.00% 100.00% 95.97%	\$0.00 \$0.00 \$1,200.00 \$0.00 \$1,200.00 \$0.00 \$0.00	\$80.00 \$190.00 \$0.00 \$190.00 \$0.00 \$0.00 \$2,400.00	
	Sub-total									
	<b>SHEET TOTAL</b>	<b>\$199,900.00</b>	<b>\$115,665.00</b>	<b>\$40,855.00</b>	<b>\$0.00</b>	<b>\$156,520.00</b>	<b>78.30%</b>	<b>\$43,380.00</b>	<b>\$7,826.00</b>	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 4 PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4  
 APPLICATION DATE: 6/23/21  
 PERIOD TO: 5/31/21  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN STORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD						
	Balance Forward	\$199,900.00	\$115,665.00	\$40,855.00	\$0.00	\$156,520.00	78.30%	\$43,380.00	\$7,826.00	
	Install Granite Seal wall & Granite curb	\$3,900.00	\$0.00	\$3,900.00	\$0.00	\$3,900.00	100.00%	\$0.00	\$195.00	
	Furnish Decorative Anti-Sludge Guard	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00	
	Install Decorative Anti-Sludge Guard	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00	
	Furnish Trash Receptacles	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00	
	Install Trash Receptacle	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	\$0.00	
	Retainall Plaque	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	\$0.00	
	Retainall base for sculpture	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,600.00	\$0.00	
	Furnish & Install Hose Bib	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00	
	Sub-total	\$15,900.00	\$1,000.00	\$5,900.00	\$0.00	\$6,900.00	43.40%	\$9,000.00	\$345.00	
32-9300	Planting									
	Furnish & Install Lawn & Fertilizers	\$4,400.00	\$0.00	\$2,640.00	\$0.00	\$2,640.00	60.00%	\$1,760.00	\$132.00	
	Furnish Plants	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00	
	Install Plants	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00	
	Sub-total	\$20,400.00	\$0.00	\$2,640.00	\$0.00	\$2,640.00	12.94%	\$17,760.00	\$132.00	
33-4100	Storm Drainage									
	Furnish & Install drainage pipe	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00	
	Furnish & Install drain structures	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00	
	Furnish & Install fittings & Bends	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00	
	Furnish & Install Castings	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00	
	Test drainage system	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00	
	Sub-total	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00	
26-1000	Site Electrical									
	Furnish & Install new Panel boards	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00	
	Furnish & Install new feeders	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00	
	Furnish & Install new junction boxes	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00	
	Furnish & Install Light bollards	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00	
	Furnish & Install Light poles	\$12,000.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	15.00%	\$10,200.00	\$50.00	
	Furnish & Install sleeves, hangers and misc. Products	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00	
	Furnish & Install New self contained meter socket	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00	
	Testing & Warranty	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00	
	Sub-total	\$36,000.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	5.00%	\$34,200.00	\$90.00	
	Grand Total	\$382,200.00	\$126,665.00	\$51,195.00	\$0.00	\$177,860.00	63.03%	\$104,340.00	\$8,893.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 5 OF 5 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO. 4  
 APPLICATION DATE: 6/23/21  
 PERIOD TO: 5/5/21  
 ARCHITECT'S PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G÷C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
	Balance Forward	\$282,280.00	\$126,665.00		\$31,195.00	\$0.00	\$177,860.00	63.03%	\$104,340.00	\$8,993.00
	Change Order # 1	\$24,942.26	\$17,459.58		\$7,482.68	\$0.00	\$24,942.26	100.00%	\$0.00	\$1,247.11
	Electric Line Protection									
	<b>TOTAL</b>	\$307,222.26	\$126,665.00		\$38,677.68	\$0.00	\$202,802.26	66.03%	\$104,340.00	\$10,240.11



15D

**AUTHORIZATION TO DISBURSE No. 14**  
**Invoice # 2019-135-16**  
**TOWN OF MONTAGUE FY19 (6K)**  
**SPINNER PARK RESTORATION PROJECT**  
**Contractor: Berkshire Design Group, Inc.**  
**4 Allen Street**  
**Northampton, MA 01060**

Date: June 28, 2020

Original Contract Amount:	11,000.00
Addenda	6,500.00
Total Contract	17,500.00
Total Paid to Date:	16,280.68
Balance:	1,219.32
This Invoice:	<b>550.00</b>
Balance:	669.32

Work Items Complete:

See attached invoice #2019-135-16 dated: June 15, 2021	<b>FY2019 CDBG</b>
--	--------------------

I have reviewed this invoice on June 24, 2021 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ **550.00**

Director of Community Development – HRA

I hereby authorize the above payment

**TOWN of MONTAGUE**

\_\_\_\_\_  
Authorized signature  
Chair, Selectboard

\_\_\_\_\_  
Authorized signature  
Selectboard

\_\_\_\_\_  
Authorized signature  
Selectboard





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

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

**INVOICE # 2019-135-16**

June 15, 2021

Project No: 2019-135

**Re: Spinner Park Bidding & Construction Administration**

For professional landscape architectural, civil engineering and land surveying services listed below for the period May 1, 2021 to May 31, 2021:

Email Invoices To: [bmchugh@fcrhra.org](mailto:bmchugh@fcrhra.org)

<b>Task</b>	<b>Fee</b>	<b>% Complete (to date)</b>	<b>% Complete (this period)</b>	<b>Amount Due (this Period)</b>
Construction Documents	\$11,000.00	90.00%	5.00%	\$550.00
Additional Services - Electric	\$3,500.00	100.00%	0.00%	\$0.00
Additional Services - Electric II	\$3,000.00	100.00%	0.00%	\$0.00
	<u>\$17,500.00</u>			
<b>Subtotal Task Charges</b>				<b>\$550.00</b>
<b>INVOICE TOTAL</b>				<b>\$550.00</b>

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

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

15E

Massachusetts Community Development Block Grant Program  
Chapter 3 Grant Management Forms

**Budget and Program Revision Form**

<b>Community/Grantee:</b> Town of Montague	<b>Original Award:</b> \$ 675,519
<b>Program Name/Year:</b> CDF-G-2020-Montague	<b>Revision #:</b> B #1
<b>Grant #:</b> 00896	P-number (program revision)
	B-number (budget revision)
	E-number (extensions)
<b>Contract End Date:</b> 06 / 30 / 22	<b>Date Revision Submitted:</b> 06 / 28 / 21

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
x	Add \$29,234.97 in Program Income <b>Budget Amendment to increase the grant award to \$ 704,753.97</b>	
	<b>Budget Revision for:</b>	
	• Change in administrative dollars	
	• Transfer of funds from construction to non-construction or vice versa	
	• Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000	
	<b>Program Extension (to increase period of availability of funds/period of performance) to</b> / /	
	• This extension will extend period of performance beyond the end of the term of the current grant agreement	
	<b>Program Revision for:</b>	
	• Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.	
	• Changes in key personnel	
	• For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award	
	• Other, specify	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.



	06/28/21 Richard Kuklewicz, Selectboard Chair
<b>Authorized Signature for Grantee:</b>	<b>Date / / Print Name &amp; Title:</b>

<b>Program Rep. initial and date:</b>	<b>Program manager signature and date:</b>
---------------------------------------	--

This request # _____ is _____ approved as requested	_____ approved with the modifications shown on the _____ denied
following pages numbered _____	

_____	<u>Sandra L. Hawes, Associate Director, DCS</u>
<b>Authorized signature for Mass. CDBG</b>	<b>Print name, title, and date</b>

**AGREEMENT**

**BY AND BETWEEN**

**TOWN OF MONTAGUE**

**AND**

**BERKSHIRE DESIGN GROUP, INC.**

THIS AGREEMENT, was made as of the \_\_\_\_\_ day of June \_\_\_\_\_, 2021 by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and **BERKSHIRE DESIGN GROUP, INC.**, (hereinafter referred to as the CONSULTANT), **4 Allen Place, Northampton, MA 01060.**

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE 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 FY2020 community development program of **Bidding and Construction Administration for the Avenue A Streetscape Phase III Project** 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 MUNICIPALITY in the timely achievement of its Mass. CDBG FY2020 Grant Program objectives.

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY 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 MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY 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 MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Steven Ellis, Town Administrator. TELEPHONE (413.863.3200 x 110).
  - 4.1 **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY 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.

<u>Progress Report #</u>	<u>Quarter Ending</u>	<u>DATE DUE</u>
1	09/30/2021	10/07/2021
2	12/31/2021	01/07/2022
3	03/31/2022	04/07/2022
4	06/30/2022	07/07/2022

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 MUNICIPALITY and DHCD.

The CONSULTANT shall use its best efforts to ensure that it will not knowingly use funds under this contract to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the CONSULTANT shall alert the MUNICIPALITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about July 1, 2021 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, 2022.

7. **PAYMENTS AND COMPENSATION:** The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **TWENTY SIX THOUSAND FOUR HUNDRED Dollars AND 00/100 (\$26,400.00)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY 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.

8.1.1 **Program Income:** If the CONSULTANT's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, CONSULTANT will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

8.1.1. **Photographic Documentation (for construction projects only):** CONSULTANT shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of the quarterly report.

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 MUNICIPALITY 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 MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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 parties to this Agreement 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 11478, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 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 526.

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 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the CONSULTANT should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The CONSULTANT shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

8.13 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 MUNICIPALITY’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 Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

10. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY 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, the MUNICIPALITY, and DHCD, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A 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.

The CONSULTANT certifies that the CONSULTANT has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Agreement, that the CONSULTANT shall communicate these provisions to and enforce them against its subcontractors, and that the CONSULTANT shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the CONSULTANT is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature and Title of Authorized Representative, BDG)

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 MUNICIPALITY and the CONSULTANT have executed this AGREEMENT under seal in triplicate as of the date above written.





## ATTACHMENT A

### TOWN OF MONTAGUE CONSULTANT SCOPE OF SERVICES

The Landscape Architect/Engineer will be responsible for bidding and providing construction management of Avenue A Streetscape Phase III, using the existing bid ready plans and specifications prepared by the Berkshire Design Group, Inc., dated xxxxx.

#### GENERAL ADMINISTRATION

The CONSULTANT will perform the following tasks:

##### Bidding:

- Assemble bid documents for public bidding in accordance with MGL Ch. 30 §39M and CDBG/federal regulations. Prepare advertising notice for bidding. (USE BIDDOCS)
- Assist HRA and Town during bidding by: scheduling and attending the pre-bid meeting; receiving inquiries regarding bid documents; resolving questions by issuing addenda; reviewing and making written recommendations concerning the qualifications of bidders; and conducting the bid opening, preparing and issuing a bid tabulation and recommending Contract award

##### Construction Administration:

- Assist HRA to conduct the preconstruction conference
- Oversee construction work
- Inspect the quality and progress of the work and furnish a written field report on a weekly basis
- Conduct 2 project meetings weekly with GC, owner & committee to discuss progress/quality of work
- Perform technical review of shop drawings and submittals, to be approved by HRA
- Assist HRA to review contractor's monthly request for payment including final payment and make recommendations to the HRA for payments to be made to the contractor
- Prepare a punch list for substantial completion and issue the Certificate of Substantial Completion
- Obtain from the Contractor and deliver to the HRA the information needed to produce record drawings, additional materials, all permits/approvals/discharges, guarantees, affidavit of Release of Liens, etc.

##### Project Completion:

- Upon acceptance of the Certificate of Substantial Completion, assist the HRA to administer the construction contract until expiration of the construction warranty period
- Perform site inspections, punch list reviews, and requisition reviews as necessary
- Prepare as-built record drawings. Provide two sets of blue prints and one CD/electronic copy
- Assist in preparing the Certificate of Final Completion; and attending meetings and dispute conferences as necessary
- Issue the Certificate of Final Completion

**OFFICE LOCATION:** The Program office will be located at the Consultant's central office:  
The Berkshire Design Group, Inc.; 4 Allen Place; Northampton, MA 01360

**CONTACTS:** The contact person for the Town of Montague will be Steve Ellis, Town Administrator. The contact person for the Consultant will be Brian McHugh, Director of Community Development.

**ATTACHMENT B**

**METHOD AND COMPENSATION SCHEDULE**

**BIDDING: \$ 6,700.00**

**CONSTRUCTION ADMINISTRATION: \$ 19,700.00**

**TOTAL COMPENSATION: \$26,400.00**

**Invoiced on a monthly basis per % of work completed**

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Board Name	NAME		EXPIRATION
<b>1 YEAR APPOINTMENTS</b>			
ADA COORDINATOR	Steven	Ellis	6/30/2022
ALTERNATE BUILDING INSPECTOR	Charles	Bado	6/30/2022
ALTERNATE BUILDING INSPECTOR	David	Jensen	6/30/2022
ASSISTANT TOWN CLERK	Kathern	Pierce	6/30/2022
AUCTION PERMIT AGENT	Wendy	Bogusz	6/30/2022
AUCTION PERMIT AGENT	Debra	Bourbeau	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	David	Brule	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Joe	Graveline	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Rich	Holshuh	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Roger	Longtoe Sheehan	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	John	Nove	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Elizabeth	Santana Kiser	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Marilynn	Tomb	6/30/2022
BATTLEFIELD GRANT ADVISORY COMMITTEE	Bettina	Washington	6/30/2022
CABLE ADVISORY COMMITTEE	Jason	Burbank	6/30/2022
CABLE ADVISORY COMMITTEE	Richard	Kuklewicz	6/30/2022
CABLE ADVISORY COMMITTEE	Richard	Widmer	6/30/2022
CEMETERY COMMISSION	Annabel	Levine	6/30/2022
CEMETERY COMMISSION	Judith	Lorei	6/30/2022
CEMETERY COMMISSION	Jeri	Moran	6/30/2022
CONSERVATION COMMISSION - ASSOCIATE MEMBER	Tobias	Carter	6/30/2022
CONSTABLE	Wendy	Bogusz	6/30/2022
CONSTABLE	Christopher	Williams	6/30/2022
COUNCIL ON AGING	Debra	Bourbeau	6/30/2022
COUNCIL ON AGING	Barbara	Kuklewicz	6/30/2022
COUNCIL ON AGING	Larry	Parker	6/30/2022
COUNCIL ON AGING	Roberta	Potter	6/30/2022
DPW SUPERINTENDENT	Tom	Bergeron	6/30/2022
EMERGENCY MANAGER	John	Zellmann	6/30/2022
ENERGY COMMITTEE	Jason	Burbank	6/30/2022
ENERGY COMMITTEE	Ariel	Elan	6/30/2022
ENERGY COMMITTEE	Pamela	Hanold	6/30/2022
ENERGY COMMITTEE	Chris	Mason	6/30/2022
ENERGY COMMITTEE	Sarah (Sally)	Pick	6/30/2022
ENERGY COMMITTEE	Timothy	Van Egmond	6/30/2022
F. C. SOLID WASTE MANAGEMENT DISTRICT 2	Christopher	Boutwell, Sr.	6/30/2022
F. C. SOLID WASTE MANAGEMENT DISTRICT 2	Michael	Nelson	6/30/2022
FOREST WARDEN	Richard	Sawin Jr.	6/30/2022
FOREST WARDEN - DEPUTY	John	Zellmann	6/30/2022
FRANKLIN REGIONAL COUNCIL OF GVNMT	Steven	Ellis	6/30/2022
FRANKLIN REGIONAL COUNCIL OF GVNMT	Richard	Kuklewicz	6/30/2022
FRANKLIN REGIONAL COUNCIL OF GVNMT - PB REP	Elizabeth	Irving	6/30/2022
FRTA ADVISORY BOARD	Richard	Kuklewicz	6/30/2022
FRTA ADVISORY BOARD	Jeffrey	Singleton	6/30/2022
GAS & PLUMBING INSPECTOR	John	Letourneau	6/30/2022

<b>1 YEAR APPOINTMENTS</b>			
GAS & PLUMBING INSPECTOR - ALTERNATE	Timothy	Hartnett	6/30/2022
Library Director	Linda	Hickman	6/30/2022
PARKS & RECREATION DIRECTOR	Jonathan	Dobosz	6/30/2022
PLANNING AND CONSERVATION AGENT	Walter F	Ramsey	6/30/2022
PLANNING BOARD - ASSOCIATE MEMBER	Matt	Lord	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Jason	Burbank	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Jay	DiPucchio	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Ariel	Elan	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Mark	Fairbrother	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Pamela	Hanold	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	David	Jensen	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Robert	Macewicz	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Ken	Morin	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Richard	Widmer	6/30/2022
PUBLIC WORKS FACILITY BUILDING COMMITTEE	Mark	Williams	6/30/2022
REGIONAL EMERGENCY PLANNING COMMITTEE (REPC)	John	Zellmann	6/30/2022
SIX TOWN REGIONALIZATION COMMITTEE	Michael	Naughton	6/30/2022
SIX TOWN REGIONALIZATION COMMITTEE	Marlyn	Reynolds	6/30/2022
TAX TITLE CUSTODIAN	Eileen	Seymour	6/30/2022
TREE ADVISORY COMMITTEE	David	Detmold	6/30/2022
TREE ADVISORY COMMITTEE	Charles Walker	Korby	6/30/2022
TREE ADVISORY COMMITTEE	Annabel	Levine	6/30/2022
TREE ADVISORY COMMITTEE	Sean	Mahoney	6/30/2022
TREE ADVISORY COMMITTEE	Michael	Marcotrigiano	6/30/2022
TREE ADVISORY COMMITTEE	Tom	Sullivan	6/30/2022
TREE ADVISORY COMMITTEE	Rafael	Vega	6/30/2022
TREE ADVISORY COMMITTEE	Jeffrey	Warren-Pukis	6/30/2022
VETERAN'S BURIAL AGENT	Christopher	Demars	6/30/2022
VETERAN'S DIRECTOR	Timothy	Niejadlik	6/30/2022
VETERAN'S GRAVES OFFICER	John T	Murphy	6/30/2022
WELLS TRUST	Ron	Sicard	6/30/2022
WIRING INSPECTOR	Wayne	Shaw	6/30/2022
WIRING INSPECTOR - Alternate	Todd	Weed	6/30/2022
WIRING INSPECTOR - Alternate	Thomas W.	Wyman	6/30/2022
ZONING BOARD OF APPEALS - ALTERNATE	David	Jensen	6/30/2022
<b>2 YEAR APPOINTMENTS</b>			
RIVERCULTURE STEERING COMMITTEE	Erin	MacLean	6/30/2023
RIVERCULTURE STEERING COMMITTEE	Oliver	Miller	6/30/2023

<b>3 YEAR APPOINTMENTS</b>			
AIRPORT COMMISSION	Joseph	Mazeski	6/30/2024
CONSERVATION COMMISSION	Justin T.	Fermann	6/30/2024
ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION	John	Furbish	6/30/2024
HISTORICAL COMMISSION	Suzanne	LoManto	6/30/2024
PLANNING BOARD	Frederic	Bowman	6/30/2024
PLANNING BOARD	Elizabeth	Irving	6/30/2024
REGISTRAR OF VOTERS	Elizabeth	Irving	6/30/2024
<b>5 YEAR APPOINTMENT</b>			
ZONING BOARD OF APPEALS	Richard	Ruth	6/30/20206

**TOWN OF MONTAGUE**  
**CONTRACT FOR INFORMATION TECHNOLOGY SERVICES**

TOWN OF MONTAGUE, MASSACHUSETTS

**AGREEMENT**

THIS AGREEMENT made this **28th** day of **June, 2021** by and between the **TOWN of MONTAGUE**, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Avenue A, Turners Falls, MA 01376, hereinafter referred to as the "TOWN", and **SUZOR IT**, a business located principally at **54 Sentinel Elm Road, Athol MA 01331**, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

WHEREAS, the TOWN invited the submission of proposals for the purchase, delivery and service of Information Technology Support Services, hereinafter "the Services"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Request for Proposal, including without limitation the Specifications therein, and the CONTRACTOR's price and non-price proposals. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the terms most favorable to the Town shall govern.
2. THE WORK. The Work consists of obtaining and servicing the Services, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from July 1, 2021 and shall expire on June 30, 2022, unless extended at the discretion of the Town up to a maximum of three total years; unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR's Price Proposal, included herein as Attachment A.
  - B. The acceptance by the CONTRACTOR of final payment for services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Services, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability and Property Damage combined	\$1,000,000 per occurrence
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Automobile Liability

Bodily Injury and Property Damage Liability combined	\$1,000,000 per occurrence
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Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
Umbrella or Excess Liability	\$2,000,000 per occurrence (claim) and Aggregate

B. All policies shall identify the TOWN as an additional insured (except Professional Liability and Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such

termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

- B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this Contract

TOWN OF MONTAGUE, MA  
By its: Selectboard


\_\_\_\_\_  
Town Accountant

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

Approved as to Form:

CONTRACTOR: Suzor IT

\_\_\_\_\_  
Town Counsel

  
\_\_\_\_\_  
(Signature)  
Adam Suzor President  
(Name and Title)

TOWN OF MONTAGUE REQUEST FOR PROPOSAL  
INFORMATION TECHNOLOGY SUPPORT SERVICES

**PRICE PROPOSAL FORM (CONTINUED)**

I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this proposal.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best 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. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Any "Or Equivalent" submissions are included only with complete material specifications and numbered to meet the Specification List and are subject to approval by the Town of Montague.

Authorized Signature  \_\_\_\_\_

Printed Name ADAM SUZOR

Company Name \* SUZOR IT Date 06/03/2021

Postal Address: SUZOR IT  
54 SENTINEL ELM RD  
ATHOL, MA 01331

Email Address: ADAM@SUZORIT.COM

Phone Number: 413-800-4361

TOWN OF MONTAGUE REQUEST FOR PROPOSAL  
INFORMATION TECHNOLOGY SUPPORT SERVICES

**PRICE PROPOSAL FORM**

To the Awarding Authority:

The Undersigned proposes to furnish and deliver all services required for TOWN OF MONTAGUE – INFORMATION TECHNOLOGY SUPPORT SERVICES in TURNERS FALLS, Massachusetts, in accordance with the proposal specifications and Request for Proposal. This proposal and price proposal includes addenda numbered \_\_\_\_\_ . The proposed cost schedule is as follows:

1<sup>st</sup> Year Price: (dollars) \$ 32,550.00 ;  
(written) Thirty two thousand five hundred fifty and zero cents

1<sup>st</sup> Year Hourly Rate(s) for work outside scope of services:  
(dollars) \$ 100.00 ;  
(written) One hundred and zero cents

2<sup>nd</sup> Year Price: (dollars) \$ 32,875.00 ;  
(written) Thirty two thousand eight hundred seventy five and zero cents

2<sup>nd</sup> Year Hourly Rate(s) for work outside scope of services:  
(dollars) \$ 100.00 ;  
(written) One hundred and zero cents

3<sup>rd</sup> Year Price: (dollars) \$ 33,203.00 ;  
(written) Thirty three thousand two hundred three and zero cents

3<sup>rd</sup> Year Hourly Rate(s) for work outside scope of services:  
(dollars) \$ 100.00 ;  
(written) One hundred and zero cents

The above price schedule includes all costs associated with provision of the scope of services presented in this Request for Proposals.

Suzor IT  
54 SENTINEL ELM RD  
ATHOL, MA 01331 US  
help@suzorit.com  
www.suzorit.com

# Quote



**ADDRESS**  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

**SHIP TO**  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

QUOTE #	DATE	EXPIRATION DATE
20761	05/31/2021	09/30/2021

DESCRIPTION	QTY	RATE	AMOUNT
Turnkey IT Department for Municipal Governments. Includes Director of IT, Lead Tech, and additional services as outlined in the scope of services. All services are provided on an unlimited basis.	35	930.00	32,550.00
Year 1 - \$32,550.00			
Year 2 - \$32,875.00			
Year 3 - \$33,203.00			
	<b>TOTAL</b>		<b>\$32,550.00</b>

Accepted By

Accepted Date

TOWN OF MONTAGUE REQUEST FOR PROPOSAL  
INFORMATION TECHNOLOGY SUPPORT SERVICES

**IV. Scope of Services**

The successful proposer will be able to provide technical assistance and system administration related to the Town’s network system. They will be responsible for troubleshooting computer problems, maintaining the network to prepare for future needs, and preventing and managing technical and cyber security issues.

This **ENTIRE SECTION** must be returned with your proposal confirming that the Proposer wholly agrees to provide the services described in these specifications.

References to headings should be taken to include responsibility for all of the Town’s IT infrastructure, including, but not limited to those assets outlined in Section II.

<b>Understood and Agreed</b>	<b>Yes</b>
	✓
<b><u>Hardware</u></b>	
1. Coordinate and complete all hardware upgrades, including servers and printers, 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, including negotiations with vendors for best price	✓
3. Design and supervise any required network or telecommunications cable runs	✓
<b><u>Software</u></b>	
1. Ensure that current versions of software and software features work together as intended and require.	✓
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. Support use of specialized software programs in use by individual departments. Serve as liaison to vendor. Assist with data migration and troubleshooting	✓
4. Attend meetings, either virtually or in person	✓

TOWN OF MONTAGUE REQUEST FOR PROPOSAL  
INFORMATION TECHNOLOGY SUPPORT SERVICES

<b>Understood and Agreed</b>	<b>Yes</b>
	✓
5. Develop recommendations and specifications for any software required to support Town operation	✓
6. Make recommendations for new software tools that may enhance computing or operations efficiency and cybersecurity	✓
7. Maintain and review anti-virus software, spam mail filters and malware filters, and make upgrades as needed	✓
8. Troubleshoot Windows, Microsoft Office product problems	✓
9. Trouble shoot when the DPW loses climate control connection for the Town Hall and DPW through the internet	✓
<b><u>Ongoing Maintenance Tasks</u></b>	
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 VPN access to network and/or e-mail	✓
4. Install software on network or individual user devices as may be required.	✓
5. Install replacement printers	✓
6. Set up new employees as users on computer, network and e-mail	✓
7. Support and troubleshoot remote user access (as in working from home / remotely.	✓
8. Manage and maintain Cisco VPN firewalls/routers	✓
9. Weekly reviews of data backups.	✓



TOWN OF MONTAGUE REQUEST FOR PROPOSAL  
INFORMATION TECHNOLOGY SUPPORT SERVICES

<b>Understood and Agreed</b>	<b>Yes</b>
	√
1. Coordinate changes, additions, and upgrades with Crocker Communications, Verizon, Comcast and other public utilities for phone and internet service	✓
2. Work with various vendors of software and hardware projects to ensure that technology assets are performing as needed	✓
<b><u>Strategic Planning</u></b>	
1. Support development of comprehensive IT strategy to enhance productivity, reliability, and cyber-security	✓
2. Maintain and update a 5 year plan for replacement of current computers and servers	✓
3. Develop and maintain a 5 year plan for acquisitions, service and software program upgrades	✓
4. Identify potentially beneficial third party products and services	✓
<b><u>Project Management</u></b>	
5. Participate in project meetings and provide Project Management as requested for following purposes:	✓
a. Assess benefit of moving town servers to the cloud	✓
b. Improve wireless access	✓
c. Cybersecurity enhancements	✓
d. Assess opportunities for network integration	✓
e. Telecommunications including VoIP (voice over IP)	✓
f. Cloud backup, storage, and cloud-administered software	✓
g. Or other matters of immediate concern	✓

TOWN OF MONTAGUE REQUEST FOR PROPOSAL  
INFORMATION TECHNOLOGY SUPPORT SERVICES

**Exclusions:**

1. No services will be supplied to the Police Department, Fire Department, or public schools under this contract.
2. This contract does not include the cost of hardware, software, or installation materials. The Town is responsible for materials cost.
3. This contract covers replacement or upgrade of existing hardware and software owned by the Town of Montague as of June 30, 2021. This contract does not include the installation of OTHER hardware or software purchased after June 30, 2021. Please provide the hourly rate to be charged for these services.

**V. Response Time & Experience**

**Response Time**

**Definitions:**

**Emergency:** infrastructure malfunctions that impede the functionality of the core business (major server malfunction, switch failures, no access to internet or e-mail) or malfunctions that affect Staff after hours that impede meeting deadlines.

**Non-emergency:** malfunctions that impact select individuals (failed printers, desktops, laptops, etc.)

	<b>Response Time</b>
1. Remote technical response for non-emergency	Instantly via Virtual Office or 1 hour via email, text, etc.
2. Remote technical response time for emergency	Instantly via Virtual Office or 30 minutes via email, text, etc.
3. On-site technical response for non-emergency	1 business day
4. On-site technical response time for emergency	4 hours - 24/7 365

**Note:** for WPCF, Parks and Recreation, Libraries, Airport, and Council on Aging questions asked on Friday or Saturday, Monday will be considered the next business day.

**Experience with Similarly Sized Organizations**

	<b>Years of Experience</b>
1. Organizations with fewer than fewer than 50 IT users	10+ years
2. Organizations with between 51 and 100 IT users	10+ years
3. Organizations with more than 100 IT users	10+ years

TOWN OF MONTAGUE REQUEST FOR PROPOSAL  
INFORMATION TECHNOLOGY SUPPORT SERVICES

**REFERENCE FORM**

Proposer: SUZOR IT

RFP Title: Montague Information Technology Support Services

**Proposer must supply references for: All contracts performed within the last five (5) years**

Reference: TOWN OF ASHBURNHAM  
Address: 32 Main Street Ashburnham, MA 01430

Contact: Mary Calandrella  
Phone: 978-827-4100 x 109  
E-Mail: mcalandrella@ashburnham-ma.gov

Dates of Service 07/01/2017 to date Number of IT Users 50 to 100  
Description of services provided: Our team has been the IT Department for the Town since 2017. During this time, we have helped the Town migrate their apps to Cloud based services and helped with strategic planning and budgeting.

Reference: MOHAWK TRAIL SCHOOL DISTRICT  
Address: 24 Ashfield Rd Shelburne Falls, MA 01370

Contact: Sheryl Stanton  
Phone: 413-625-0192  
E-Mail: sstanton@mtrsd.org

Dates of Service 07/01/2019 to date Number of IT Users 1,100-1,200  
Description of services provided: Our team has been the IT Department for the school since 2019. Since becoming the department, we have helped the school achieve district-wide WiFi, 1:1 Chromebook program for students and staff, and other strategic initiatives to improve K-12 education.

Reference: TOWN OF ORANGE  
Address: 6 Prospect St. Orange, MA 01364

Contact: Gabriele Voelker  
Phone: 978-544-1100  
E-Mail: gvoelker@townoforange.org

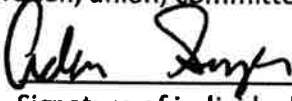
Dates of Service 10/01/2017 Number of IT Users 50 to 100  
Description of services provided: Our team has been the IT Department for the Town since 2017. We have helped the Town migrate all Town data to Cloud services, implement WiFi across Town buildings, and improve operations through simplified solutions.

**Attach additional sheets if necessary.**

TOWN OF MONTAGUE REQUEST FOR PROPOSAL  
INFORMATION TECHNOLOGY SUPPORT SERVICES

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



\_\_\_\_\_  
Signature of individual submitting proposal

ADAM SUZOR

Name of business

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my 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.



\_\_\_\_\_  
Signature of individual submitting proposal

ADAM SUZOR

Name of business