

**MONTAGUE SELECTBOARD MEETING**

**IA ZOOM**

**Monday, June 16, 2025**

**AGENDA**

**Join Zoom Meeting <https://us02web.zoom.us/j/85210093504>**

**Meeting ID: 852 1009 3504      Passcode: 854539      Dial into meeting: +1 646 558 8656**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:00PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00      Approve Minutes: Selectboard Meeting June 2, 2025
3. 6:00      Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:02      **Chelsey Little, Sewer Commission**
  - Execute contract with Agresource Inc, for Sludge Hauling and Disposal for a 3-year term effective July 1, 2025
  - Trucked in solids revenue update, North Attleboro projected revenue of \$200,000 annually
  - Public presentation: MA DEP GapII and GapIII grant projects: Aeration Blowers and Fine Bubble Diffusers
  - Approve MA DEP GapII grant project re-imbursement request in the amount of \$150,000 for Aeration Blowers
  - Update: Lake Pleasant grinder pump alarm systems installed June 4, 2025
  - Sewer rate hearing scheduled for next Sewer Commission meeting on July 14th, 2025
  - Permit Summary for May 2025
5. 6:30      Petition from Leh Family Realty Trust to Accept Revised Public Roadway Layout of Burek Drive
6. 6:40      **Brian McHugh, Director of Community Development**  
**Alyssa Larose, Director of Housing Development from RDI**
  - Discuss forgiveness of an outstanding 1992 CDBG housing rehab loan
7. 6:50      **Bryan Camden, Airport Manager**
  - Approve Grant Assurances from MassDOT Aeronautics Division in the amount of \$27,500.00 to Install Backup Generator in Administration Building at Turners Falls Airport
  - Approve Grant Assurances from MassDOT Aeronautics Division in the amount of \$129,411.50 for Pioneer Aviation Parking Lot Improvements
8. 6:55      **Personnel Board**
  - Announce Retirement of Christopher Williams, Chief of Police
  - Request for Conditional Offer of Employment to Brian Pfister, Patrol Officer pending completion of physical, psychological test and offer \$10,000.00 sign on bonus

**Montague Selectboard Meeting**  
**June 16, 2025**  
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- Report of the Assessor Hiring Committee and recommendation of Board of Assessors to Appoint Adam Tocci as Director of Assessing, Nage Union, Grade C Step 1 (\$71,510) effective July 7, 2025 - June 30, 2028
- Appoint Annabel Levine to Assistant Manager of Great Falls Farmers Market, \$750 Stipend, effective July 1, 2025, for a 1 year term ending 6/30/2026
- Appoint Ethan Thrower to DPW Summer Help effective 6/30/2025 until 8/28/2025, 36 hours per week at \$16.00/hour. Will work 9 hours per day 4 days a week.
- Appoint Jenna Petrowicz to DPW Summer Help effective 6/17/2025 until 8/28/2025, 36 hours per week at \$16.00/hour. Will work 9 hours per day 4 days a week.
- Appoint Abigail Moore, Extra Clerical in Town Clerks Office, 15 – 35/hours week, \$17.75/hr. until 12/31/25
- Appoint Debra Bourbeau, Town Clerk’s Consultant, 10 hrs/week, \$45.06/hr. until 12/31/25
- Appoint Timothy Little to CWF Lead Operator, Grade E, ,Step 8. UE Union at \$34.78/hr effective July 1, 2025. Formerly CWF Foreman
- Appoint Samuel Stevens to CWF Foreman, Grade D, Step 1, Nage Union at \$31.42/hr effective July 1, 2025

9. 6:45 Public Hearing to adopt new Wage and Classification Plan

10. 7:00 **Assistant Town Administrator’s Business**

- Amendment to Site Readiness Grant Agreement with MassDevelopment – term extension through June 30, 2026
- Authorize Change Order #2 with National Water Main Cleaning Company. Change Order value is \$12,255.00 to be funded by contingency within Rural Development Fund grant.
- Updates from Library Building Steering Committee (LBSC) - designer selection
- Other Updates

11. 7:15 **Town Administrator’s Business**

- Special Town Meeting dates
- Topics not anticipated in the 48-hour posting requirements

12. 7:20 Executive Session in accordance with G.L. c. 30A, § 21 (3) To discuss strategy with respect to litigation with FirstLight Power, Inc. if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares.

**Next Meeting:**

- Selectboard, Monday, June 30, 2025, at 6:30PM via ZOOM.

## SLUDGE HAULING AND DISPOSAL CONTRACT

This Contract, made this \_\_\_\_\_ day of June in the year Two Thousand and Twenty-Five, between **Agresource, Inc** hereinafter called the Contractor, and the **Town of Montague**, acting by its Selectboard, hereinafter called the Town.

**WHEREAS**, the Town wishes to hire a qualified and responsible Sludge Cake hauler to meet the Sludge Cake disposal needs of its Clean Water Facility (CWF);

**NOW, THEREFORE**, in consideration of the mutual promises and benefits of this Contract, the Town and Contractor agree as follows:

### **1. Employment of the Contractor**

The Contractor agrees to haul and properly dispose of Sludge Cake from the Town's CWF. Said commitment is contingent upon the appropriation of sufficient funds by the Town to support the employment of the Contractor under the terms of this Contract.

### **2. Scope of Services**

The Contractor shall perform in a good and professional manner, the following services:

- 2.1 The Contractor shall provide all vehicles and equipment necessary to transport Sludge Cake from the Town to an appropriate end-disposal site determined by the Contractor. The Contractor will provide at least one dump trailer for loading at the CWF at all times.
- 2.2 The Contractor shall provide employees who are licensed to drive commercial vehicles and who are knowledgeable and experienced in transporting Sludge Cake from treatment facilities to disposal facilities.
- 2.3 The Contractor shall obtain all necessary permits to service this Contract. The Contractor shall pay all expenses associated with obtaining valid permits to operate for the life of this Contract.
- 2.4 The Contractor shall transport Sludge Cake under the terms and prices of this Contract only from the Montague CWF as authorized by the Town through its CWF Superintendent or assigned designee.
- 2.5 The Contractor shall ensure that all Sludge Cake hauled under this Contract is contained and enclosed at all times such that leaking and spilling are prevented.
- 2.6 The Town's CWF and Contractor will arrange a pickup schedule, the Wednesday preceding the requested load, for the following week's Sludge Cake service. Changes to

the pickup schedule can be made with 48 hours' notice. Unless otherwise mutually agreed, service will be provided between 6AM-3PM Monday through Friday.

- 2.7 The Contractor will use safe driving, loading, and unloading practices while on and off the CWF site. Access to the sites shall be solely for the purpose of collecting Sludge Cake from the facility, except at the request for other services by the Town and agreed upon by the Contractor.
- 2.8 The Contractor shall comply at all times with federal, state, and local laws, regulations, and ordinances which affect the work to be performed under this Contract, including, but not limited to laws, regulations, and ordinances for motor vehicles, worker health and safety, transporting Sludge Cake, and disposal of Sludge Cake.
- 2.9 The Contractor will be financially responsible for any damage to municipal equipment or property which is a result of an accident or negligence on behalf of the Contractor or its employees.

### **3. Participating Facility and Availability of Funds**

This Contract is entered into by the Town and will be administered by its CWF Superintendent in service to the Montague CWF under authority of the Montague Selectboard.

This Contract may be canceled or altered if funds are not appropriated or otherwise made available by the Town to support the Contract.

### **4. Hauling and Collection Equipment**

The Contractor will furnish and use all modern equipment and adequate personnel necessary to complete scheduled Sludge Cake removal operations. Containers for the storage and/or transportation of sludge must be watertight to effectively control and prevent the seepage of sludge from the containers. All vehicles and collection equipment shall be kept in good repair and appearance at all times.

In the event of equipment failure, the Contractor shall, within 24 hours, repair the equipment or provide a replacement to ensure that the removal of the Sludge Cake is not delayed in excess of a 24-hour period.

Hauler needs to be aware and vigilant of scale pads and appurtenances when backing in a trailer and removal of trailers. Hauler will be held responsible for the cost of any damages should they occur to scale pads and associated equipment *due to gross negligence*.

### **5. Material Conformity**

The Town represents that, to the best of its knowledge, the Sludge Cake from its CWF materially conforms to all federal, state, and local regulations regarding Sludge Cake to be disposed of in sanitary landfills or incinerators, with the exception of water content.

At the request of the Contractor, the CWF Superintendent shall furnish a TCLP analysis, quarterly PFAS analysis, and any other agreed upon analyses to determine the composition of the Sludge Cake.

5.1 Quality Standard. The Town warrants that the Sludge Cake identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws and regulations, including but not limited to, state laws and regulations. The Sludge Cake shall meet the requirements of applicable law, regulation and permits for the uses contemplated in this Agreement. The Town will provide Sludge Cake that are not frozen and are free of any trash, hazardous waste or other debris. The Sludge Cake in the form of Dewatered Biosolids will have no free liquid, be *free from excessive malodors*, and pass a paint filter test. All materials generated at the Plant that fail to meet this Quality Standard shall be called “Non-Conforming Waste.” The Contractor has the right to refuse any Non-Conforming Waste in its sole discretion. The Town shall use reasonable business efforts to generate and provide to Contractor Sludge Cake that meet the Quality Standard. The Contractor shall have the right of first refusal to transport, process, recycle and/or dispose of Non-Conforming Waste.

5.2 Odor Control. The Town is responsible for providing Sludge Cake that is free from excessive malodors. Sludge Cake that cause malodors during transport or at the Facility are considered Non-Conforming Waste per Section 5.1. The Town will ensure that malodors will be addressed during Service. The Town will install, operate, and maintain a system to introduce odor neutralizing compounds. It is incumbent on the Town to ensure the proper function, of the system and effective treatment of all Sludge Cake intended for removal by the Contractor.

5.3 Timely Odor Notification. The Town is responsible for prompt notification to Contractor (within 24 hours), of observable changes or process upsets that appear to reduce the effectiveness of the odor neutralizing compounds, or the general quantity of odor observed in the Sludge Cake or increases the level/intensity of the odor observed in the Sludge Cake.

5.4 Changes in Quality. The Town will use reasonable efforts to notify Contractor in writing ninety (90) days in advance of any change in the treatment or manufacturing process at the Plant that could materially affect the quality of the Sludge Cake. Any material change in the composition of the Sludge Cake to be generated may, in the sole discretion of Contractor, be considered a material change and, in the Contractor’s sole discretion, may require new characterization, approval, and price.

## **6. Title to Sludge Cake**

Title to the Sludge Cake shall remain with the Town until the Sludge Cake is loaded on to the Contractor’s vehicle, at which time, title to the sludge and all risks and responsibilities therefore shall be transferred and borne by the Contractor.

Waste that is determined to be Non-Conforming Waste or hazardous waste shall not be loaded onto the Contractor’s truck(s) for removal and disposal. In the event that said Non-Conforming Waste or hazardous waste is loaded onto the Contractor’s truck(s), title to said waste shall not pass to the

Contractor but shall remain with the municipality and the facility generating said Non-Conforming Waste or hazardous waste. Further, the Contractor is authorized to make arrangements for the lawful disposition of said Non-Conforming Waste or hazardous waste after approval is granted from the Town. The Town shall pay for any and all reasonable costs associated with the transportation, treatment and disposal of said Non-Conforming Waste or hazardous waste. In addition, the Contractor shall receive compensation to cover reasonable costs associated with cleaning and restoring said equipment used to haul the Non-Conforming Waste or hazardous waste to a suitable condition.

## **7. Spillage of Materials**

If, at any time, materials covered by this Contract are spilled by the Contractor or sub-Contractor onto a street or any property, whether publicly or privately owned, or the contents of a truck are spilled or illegally dumped onto a street or property, whether publicly or privately owned, the Contractor shall immediately clean up the spilled or illegally dumped material. The materials shall be cleaned up sufficiently so as to restore the cleanliness of the property and the safety of the occupants. The Contractor shall comply with all federal, state, and local laws, regulations, and other requirements of regulatory agencies, including but not limited to reporting, cleanup and mitigation of spills. All spills or illegal dumping incidents must be reported to the Town's CWF Superintendent.

In the event of a spill, the Contractor shall indemnify, protect, and hold harmless the Town. The Contractor shall pay all costs associated with spill management, including those to Town, for legal services, fees, fines, and penalties associated with the spill or dumping.

## **8. Schedules and Safety**

Pick up schedules will be arranged with the Town's CWF Superintendent or his designee to ensure that collection vehicles are on site at the best possible times. In the event that a scheduled haul cannot be made or will be made later in the day than planned, the Contractor shall notify the facility by phone as early as it is known. If the Contractor repeatedly fails to notify the facility of scheduling delays, the Town may assess a financial penalty against the Contractor. If the Contractor repeatedly delays the hauling of Sludge Cake, it may terminate the Contract in accordance with Section 23 herein.

The hauler will use safe driving, loading, and unloading practices while on site. Haulers are expected to comply with all pertinent OSHA safety regulations.

## **9. Permits, Licenses and Fees**

The Contractor represents and warrants that all necessary permits and approvals for the removal and disposal of Sludge Cake under this Contract have been validly issued and will remain in full force and effect during the term of this Contract.

## **10. Compliance with Laws**

The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, orders and decrees pertaining to the delivery, treatment, and transport of Sludge Cake, including without limitation the rules and regulations of the Massachusetts Department of Environmental Protection which are now in force or may be promulgated during the term of this Contract.

## **11. Insurance**

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workers Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town and the Commonwealth of Massachusetts. Before commencement of work hereunder, the Contractor agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

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

<b>Coverage</b>	<b>Limits of Liability</b>
Workers Compensation	Statutory
Employers Liability	\$1,000,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury Liability	\$3,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

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

## **12. Sub-Contractors**

If the Contractor chooses to subcontract any or all of the awarded contract, they will notify the Town in writing and identify the Sub-Contractor, owner, address, phone number and all pertinent license numbers, such as those from a state and/or federal regulatory agency. The Contractor must also provide proof of insurance for the Sub-Contractor(s) as listed in Section 11 of this Contract.

## **13. Indemnification**

The Contractor will indemnify, save harmless, and exempt the Town and its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees, provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Town and its officers, agents, servants, and employees.

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

#### **14. Assignment**

The Town and the Contractor bind themselves and any successors and assigns to this Contract. The Contractor, including its subsidiaries, shall not assign, sublet, or transfer its interest in this Contract without written consent of the Town. The Town shall not assign, sublet, or transfer its interest in this Contract without written consent of the Contractor.

#### **15. Conflict of Interest**

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designees, agents, no member of the governing body of the Town during his/her tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract.

#### **16. Liability of Public Officials**

To the full extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable on any obligation under this Contract.

#### **17. Non-Discrimination**

The parties hereto shall not discriminate against any person because of race, color, religion, gender, gender orientation or gender identity, age, genetic information or disability, ancestry, religion, national origin, veteran status, marital status, political affiliation or belief or any other class protected under state and federal law.

## **18. Term**

This Contract shall be for a term of three (3) years, beginning July 1, 2025 and ending June 30, 2028. The Town, at its sole discretion, may negotiate with the Contractor for renewal of this Contract at terms agreeable to both the Town and the Contractor.

## **19. Fuel Adjustments**

The Contractor's bid was calculated using the DOE On-Highway diesel price per gallon for New England as of **February 2025: \$4.001**.

The fuel adjustment will be calculated using the Contractor's percentage of the wet ton price identified for transportation. The Contractor will apply the fuel adjustment only to the dollar amount associated with transportation. It will not include disposal.

Fuel surcharges may be applied by the discretion of AGRESOURCE with a base rate of \$4.00 per gallon (a 1% fuel surcharge would apply for every 5 cents over the base rate) (AGRESOURCE uses the EIA website's weekly diesel fuel average for 'New England' to determine the price per gallon for a specific week: <https://www.eia.gov>).

## **20. Payment**

The CWF agrees to pay the Contractor for its services within thirty (30) days of receipt of a bill. If an account is over ninety (90) days past due, the Contractor may: (a) suspend service until payment in full is made without breaching or terminating or otherwise affecting the remaining terms of this Contract; or (b) terminate this Contract, according to the provisions in Section 24 of this Contract.

Invoices will be submitted monthly to the Montague CWF, 34 Greenfield Rd. Montague, MA 01351. Each invoice must specify the date(s) of service, tonnage disposed, and destination/disposal site.

## **21. Failure to Perform**

Neither the Town nor the Contractor shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes or other labor disputes, riots, governmental actions, fires, changes in law, weather, or acts of God affecting either party hereto.

## **22. Right to Remedy**

In the event the Contractor is unable to perform any part of the service described herein for reasons other than those described in Section 21 of this Contract, the Contractor shall have the right to remedy the Town complaint within 48 hours (excluding Sundays and holidays) without breach of this Contract. The Town shall notify the Contractor in writing of any service complaint and allow the Contractor the reasonable right to cure without termination or breach of this Contract. If the Town's complaint is of such a nature that it can be reasonably cured or remedied within 48 hours (excluding Sundays and holidays) and the Contractor is unable to cure or remedy the Town's complaint after proper notice (except for the reasons set forth in Number 21 of this Contract), the Town shall have the right to terminate this Contract according to the provisions of Section 23 of this Contract. The Contractor shall be liable for any excess costs incurred by the Town to remedy the incident(s).

This section does not waive the Town's right to make alternate arrangements for sludge removal, including hiring another hauler, should the Contractor be unable to remove sludge within 24 hours of notification from the facility.

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

### **23. Termination**

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

- a) If the Contractor abandons its work under this Contract, or if for any reason, the timely completion of such work is rendered improbable, unfeasible, impossible or illegal;
- b) If the Contractor violates any of the material terms of this Contract and fails to cure subsequent violations within 48 hours (excluding Sunday and holidays) of receipt of written notice thereof;
- c) If the Town reasonably determines based upon objective evidence that the Contractor is not satisfactorily fulfilling its obligations under this Contract or that the objectives of the Scope of Work are not being achieved.

The Contractor may terminate this Contract in the event that the Town is more that ninety (90) days in arrears in payment. The Contractor will provide the Town notice and fifteen (15) business days to correct the non-payment. The Town has the right to negotiate a mutually agreed payment plan with the Contractor to prevent termination of the Contract.

### **24. Modifications**

No modification of this Contract shall be binding on the Contractor or the Town unless set out in writing signed by both parties.

### **25. Severability**

If any section, subsection, sentence or clause of this Contract shall be adjudged illegal, invalid, or unenforceable such illegality, invalidity, or unenforceability shall not affect the legality, validity or enforceability of the Contract as a whole or of any section, subsection, sentence or clause hereof not so adjudged.

**26. Notices**

Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the address noted below:

Town:

Chelsey Little, Superintendent  
Montague CWF  
34 Greenfield Rd.  
Montague, MA 01351

Contractor:

**27. Statutes, Ordinances, Compliance with Laws.** All applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract.

**28. Legal Certification.** By acceptance of this Contract, the Contractor certifies that it has complied, and will continue to comply with, all ordinances, laws and regulations, including but not limited to all Massachusetts tax laws, and certifies that it is authorized to do business in Massachusetts.

**29. Entire Understanding**

This Contract, together with the documents listed below and attached to this Contract, constitute the entire understanding and agreement of the Town and Contractor with respect to the subject matter hereof. If discrepancies occur between sections in this Contract and the Invitation to Bid or addenda, the language in the Contract sections shall take precedence.

- a. Invitation for Bid (IFB) for Sludge Cake Hauling and Disposal dated April 3, 2025.
- b. The Contractor's Cost Proposal Forms submitted on April 3, 2025.
- c. Any documents submitted by the Contractor after April 3, 2025, that refer to the Contractor's intended performance under this Contract or costs associated with this Contract.
- d. Insurance Certificates evidencing the insurance required in the IFB.

IN WITNESS WHEREOF, the **Town** and (**Contractor Name**) have executed this Contract as of the date first written above.

**Town of Montague Selectboard**

\_\_\_\_\_  
Selectboard Chair

\_\_\_\_\_  
Selectboard Member

\_\_\_\_\_  
Selectboard Member

\_\_\_\_\_  
Date

**Agresource, Inc.**

*Michael A. Craig*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
5/28/25  
Date



# Town of Montague

Clean Water Facility (413) 773-8865  
 34 Greenfield Road FAX:(413) 774-6231  
 Montague, MA 01351-9522

**The Town of Montague ‘geared up’ for a major Aeration System upgrade by successfully using Gap II as a funding source for Phase I of the project: replacement of obsolete centrifugal blowers.**



In a continuing effort to support a more sustainable Commonwealth, the Baker-Polito Administration announced [\\$8.1 million in grants](#) through the Gap Energy Grant Program to help water facilities, non-profits and small businesses reduce energy use, increase energy efficiency, and generate renewable energy.

The Town of Montague was awarded a \$150,000 state Gap grant, which was combined with an Eversource incentive for energy efficiency to complete the installation of two new 75 horse power turbo blowers at the wastewater treatment facility. **By reducing the plant’s electricity usage by 150,000 kilowatt hours, the Town is saving approximately \$24,000 annually. \***

**Town of Montague:** Clean Water Facility (Wastewater Treatment)

**Project:** Replacement of two existing centrifugal blowers with new energy-efficient turbo blowers.



1981 Blowers



New Blowers

<b>Total Project Costs:</b>	<b>\$312,883.72</b>
Less: Gap II Grant Award:	-\$150,000
Less Eversource Incentive:	-\$1,926
Subtotal:	-\$151,926
Town of Montague (cost share amount):	\$160,957.72
<b>Annual Cost Savings:</b>	<b>\$24,000</b>
<b>Annual Electricity Savings:</b>	<b>150,000 kWh</b>
Payback:	6.7 Years

\* Gap II corresponds to Phase 1 of the Aeration System upgrades by replacing the blowers; Gap III corresponds to Phase II, replacement of the diffusers.

Any questions about the project should be directed to: Chelsey Little, Superintendent 413-773-8865  
[ChelseyL@montague-ma.gov](mailto:ChelseyL@montague-ma.gov)



# Town of Montague

Clean Water Facility (413) 773-8865  
 34 Greenfield Road FAX:(413) 774-6231  
 Montague, MA 01351-9522

**The Town of Montague ‘bursts the bubble’ of expensive energy usage with massive 6-month payback on Phase II of their Aeration System upgrade project.**



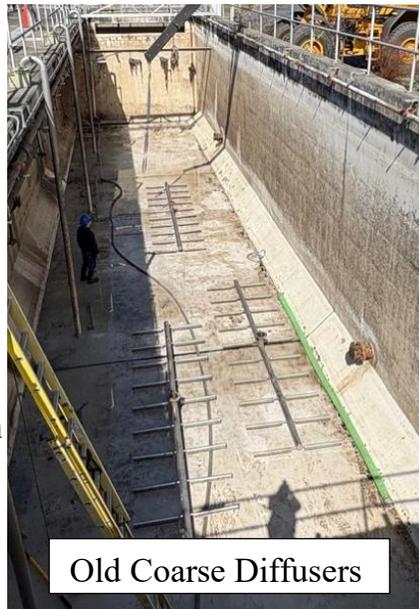
In a continuing effort to support a more sustainable Commonwealth, the Baker-Polito Administration announced [\\$8.1 million in grants](#) through the Gap Energy Grant Program to help water facilities, non-profits and small businesses reduce energy use, increase energy efficiency, and generate renewable energy.

The Town of Montague was awarded a \$73,375 state Gap grant, which was combined with an Eversource incentive for energy efficiency to complete the installation of fine-bubble diffusers at the wastewater treatment facility. **By reducing the plant’s electricity usage by 410,287 kilowatt hours, the Town is saving approximately \$68,022 annually.\***

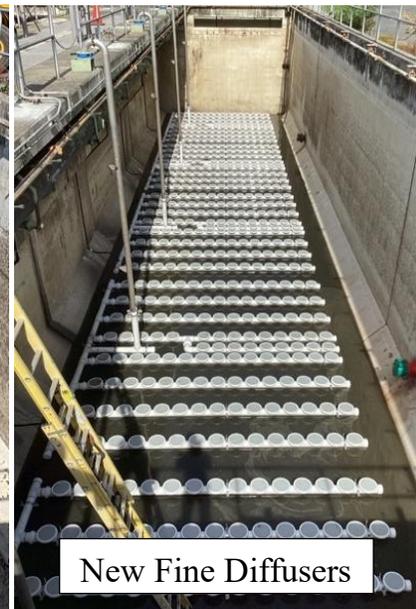
**Town of Montague:** Clean Water Facility (Wastewater Treatment)

**Project:** Replacement of coarse-bubble diffusers with new energy-efficient fine-bubble diffusers.

<b>Total Project Costs:</b>	<b>\$136,059.77</b>
Less: Gap III Grant Award:	-\$73,375
Less: Eversource Incentive:	-\$31,250
Subtotal:	-\$104,625
 Town of Montague:	 \$31,434.77
(cost share amount)	
 <b>Annual Cost Savings:</b>	 <b>\$68,022</b>
<b>Annual Electricity Savings:</b>	<b>410,287 kWh</b>
 Payback:	 6 months



Old Coarse Diffusers



New Fine Diffusers

\* Gap II corresponds to Phase 1 of the Aeration System upgrades by replacing the blowers; Gap III corresponds to Phase II, replacement of the diffusers.

Any questions about the project should be directed to: Chelsey Little, Superintendent 413-773-8865  
[ChelseyL@montague-ma.gov](mailto:ChelseyL@montague-ma.gov)



## Town of Montague

Clean Water Facility  
34 Greenfield Road  
Montague, MA 01351-9522

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

**Re: MassDEP's Gap II Grant Invoice (Reimbursement Request)**

**Date: 6/16/2025**

**Attention: Michael DiBara, Project Manager**  
**MassDEP – Clean Energy Results Program**

Dear Michael DiBara,

The Town of Montague is requesting a **\$150,000** Gap II Energy Grant reimbursement from the Massachusetts Department of Environmental Protection (MassDEP) Clean Energy Results Program for expenses associated with the installation of two new 75 horsepower turbo blowers located at the Clean Water Facility, 34 Greenfield Rd, Montague, MA 01351.

In total, the final cost of the project was **\$312,883.72**. The following is a summary of the project expenses paid for this Gap II Energy Grant project, with supporting documentation (*project invoices, proof of grantee payment*) included in the accompanying Final Report.

### Project Expenses Summary

Invoice #1 (12/27/2023): Engineering-100% Design/Procurement Specs	\$25,004.97
Invoice #2 (6/24/2024): Equipment Procurement	\$258,293.20
Invoice #3 (1/30/2025): Misc parts	\$7,468.69
Invoice #4 (2/26/2025): Labor- Installation, Interconnection & Commissioning:	\$22,116.86
<b>Total:</b>	<b>\$312,883.72</b>

Respectfully,

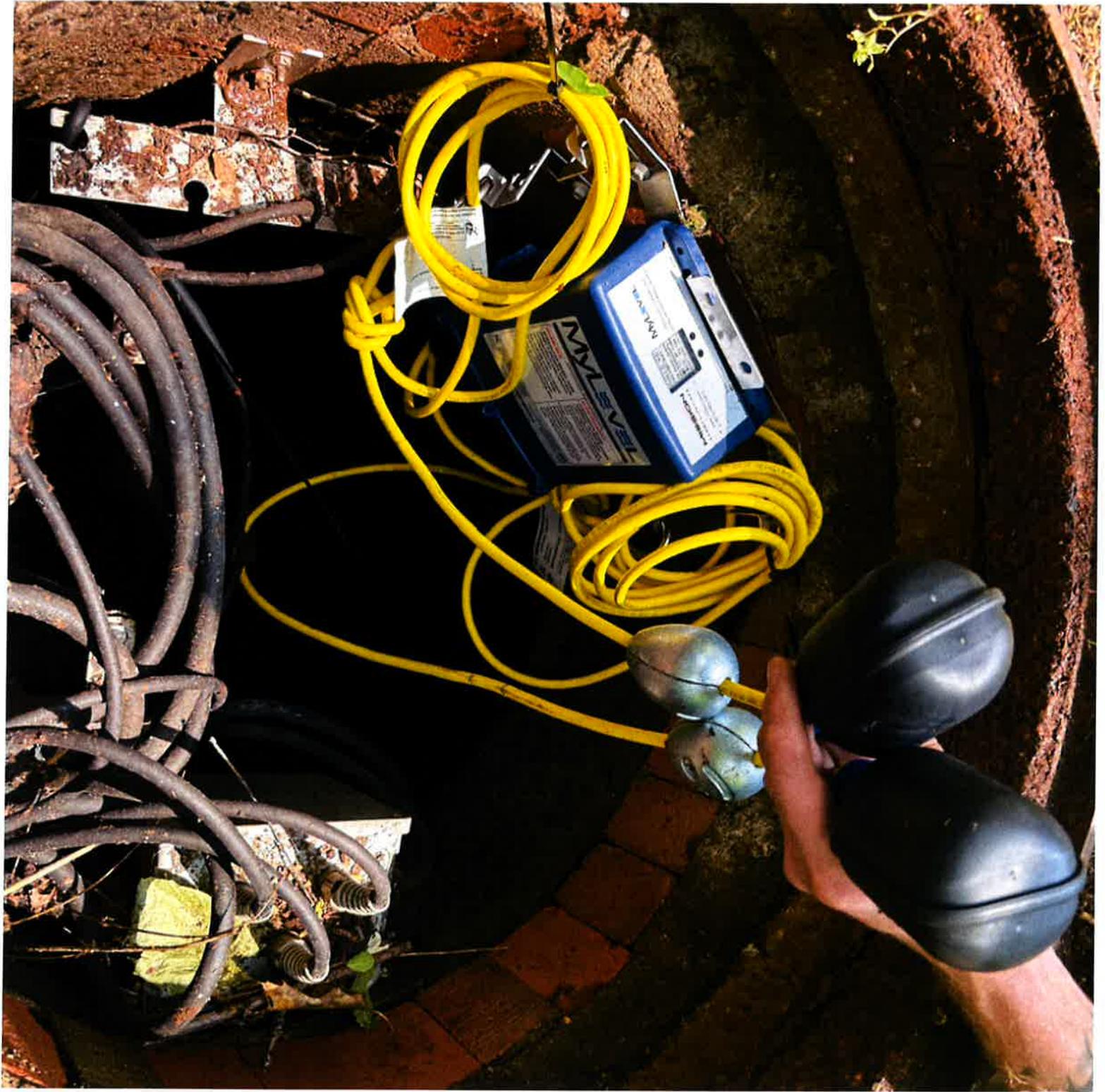
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Richard Kuklewicz,

Date

Town of Montague Selectboard

(*Grantee Authorized Signatory*)



**Permit Summary May 2025**

<b>Parameter</b>	<b>Permit Required Limitation</b>	<b>Result</b>
Flow	1.83 MGD (Average Monthly)	0.810
BOD mg/L	30 mg/L (Average Monthly Max)	15.1
BOD % Removal	>/= 85.0% (Average Monthly)	95.1%
TSS mg/L	30 mg/L (Average Monthly Max)	13.1
TSS % Removal	>/= 85.0% (Average Monthly)	96.4%
pH Low	6.0 SU (Daily)	7.14
pH High	8.3 SU (Daily)	7.77
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	2419.6
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	55.4
Total Chlorine	1.0 mg/L (Daily Max)	0.52
Total Nitrogen	153 lbs/day (Average Monthly Max)	76.6

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

\*Note: Summary subject to change pending final data review and submittal to EPA/DEP

GEORGE L. GOODRIDGE,  
Attorney at Law, PLLC

377 Main Street, P.O. Box 509, Greenfield, MA 01302  
Tel. 413-774-4331 | Fax. 413-772-2614

June 2, 2025

Montague Selectboard  
Avenue A  
Turners Fall, MA 01376

Re: Burek Drive

Dear Members of the Montague Selectboard:

This office represents David J. Leh as Trustee of the Leh Family Realty Trust (the "Leh Trust"). To correct a discrepancy in the layout of Burek Drive, by this letter the Leh Trust, along with its abutter, the Burek Family Realty Trust (the "Burek Trust"), request that the Town of Montague discontinue Burek Drive in its current location and adopt a new layout for Burek Drive that more accurately follows the existing traveled way for the road.

The background for this request is as follows:

1. The Leh Trust owns the real estate located at 2 Burek Drive in Montague (Assessors Lot No. 41-0-18) along with an undivided one-half interest in the surrounding land and the land to the North of Burek Drive (Assessors Lots No. 41-0-15 and 41-0-16).
2. The Burek Trust owns the real estate located at 4 Burek Drive (Assessors Lot No. 41-0-17) along with an undivided one-half interest in the surrounding land and the land to the north of Burek Drive (Assessors Lots No. 41-0-15 and 41-0-16).
3. Together, the Leh Trust and the Burek Trust own all the land that abuts Burek Drive.
4. The Town of Montague adopted Burek Drive by vote at town meeting in 1969. A copy of the meeting vote is enclosed as Exhibit A.
5. Burek Drive is a paved road that is maintained by the town and that provides access to the residences located at 2 Burek Drive and 4 Burek Drive.
6. A survey discovered that the metes and bounds description for Burek Drive that was adopted at the 1969 Town meeting does not follow the paved road as it was actually constructed.
7. Instead of following the paved road as it runs from east to west, the layout adopted in 1969 veers to the south, leaving the paved way and crossing onto the yards of 2 Burek Drive and 4 Burek Drive. A survey illustrating the extent of this discrepancy is enclosed as Exhibit B.

In an effort to correct this discrepancy and give the Town of Montague a taking that follows the paved road as it currently exists, the Leh Trust and the Burek Trust hereby petition the town to take the following steps:

Adopt a new taking for Burek Drive that follows the road where it was constructed, as shown on the survey enclosed as Exhibit C, and

Discontinue the taking for Burek Drive that was adopted at the 1969 Town Meeting.

The Leh Trust and the Burek Trust, being all of the abutters to Burek Drive, have agreed to waive damages in connection with the discontinuance of Burek Drive as adopted at the 1969 Town Meeting location. Waivers in the form of the document enclosed as Exhibit D will be provided on request.

Please let me know if you require any additional information in support of this request. I would be happy to present this request at a meeting if that would be helpful.

Very truly yours,

  
George L. Goodridge

GLG/  
Enclosures

March 22, 1969

Article 15. Moved: That the Town accept as a public and town way Burek Drive or part thereof as laid out by the Selectmen and shown on plan thereof filed with the Town Clerk, which is more particularly described as follows:

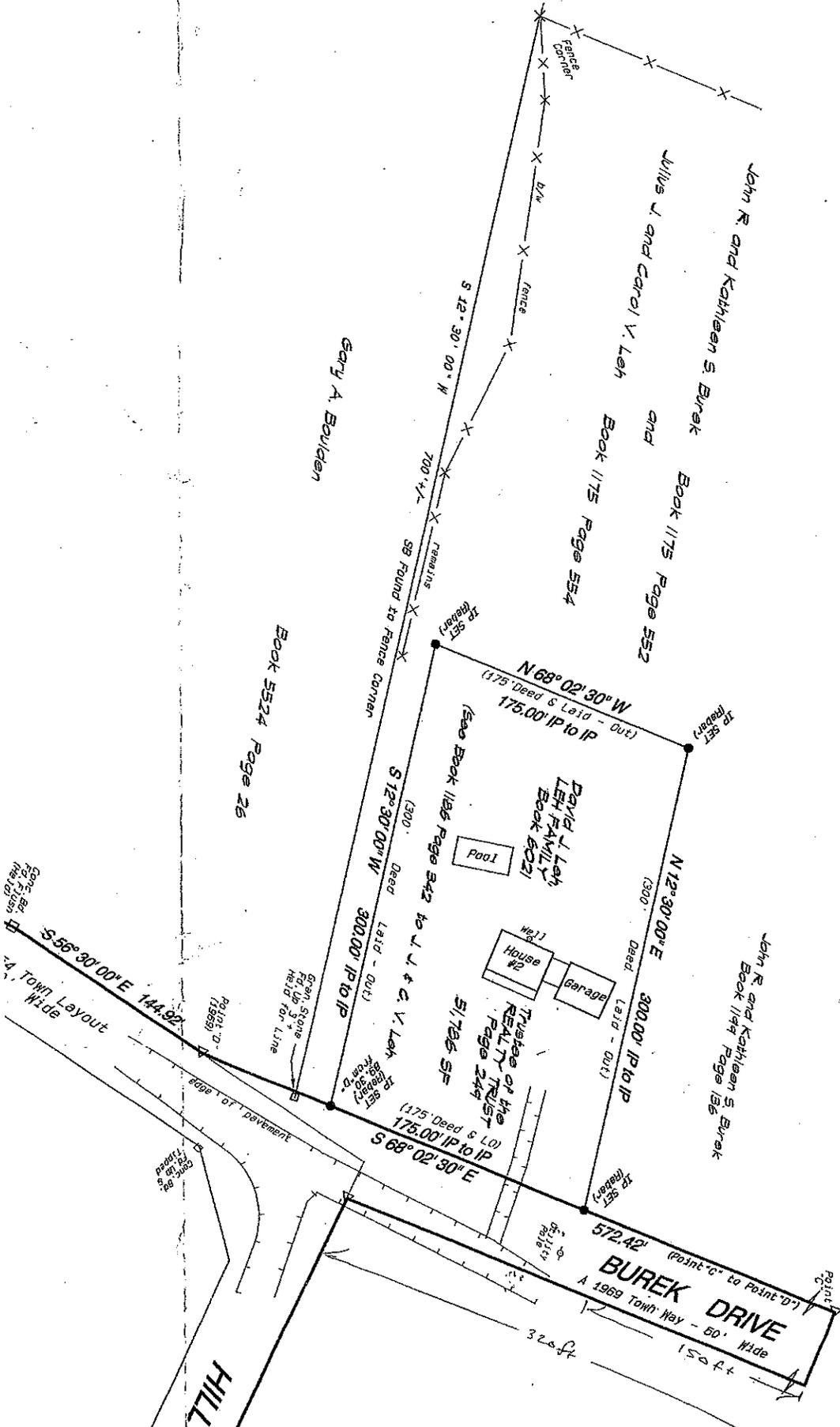
Beginning at a point on the westerly line of North Taylor Hill Road said point being 497.49 feet southerly along said line from a Montague Highway. Bound at the property line of Sokolowski and Hall; thence 212.25 feet in a S25-13W direction to point "A"; thence 451.42 feet in a N-68-02-30W direction to point "B"; thence 50.00 feet in a S21-57-30W direction to point "C"; thence 572.42 feet in a S68-02-30E direction to point "D"; thence 124.95 feet in a N56-30E direction to point "E"; thence 25.04 in a N25-13E direction to point "A"; from point "D" on line with point "E" 144.92 feet in a S56-30E direction to a bound being on the westerly side of the North Taylor Hill Rd. Lay Out Line. The above described parcel containing 25667 sq. ft.

U. maximow note

A true copy.

Attest:  
Bernard J. McCarthy

Exh. B





Exh. D

WAIVER OF DAMAGES

I, \_\_\_\_\_, as Trustee of the \_\_\_\_\_ Trust, hereby waive any and all claims for damages against the Town of Montague on account of and in connection with the taking of land shown as "Revised Layout Location of Burek Drive" ("Burek Drive") on a plan of land entitled "Revised Street Acceptance Plan of Land in Montague, Massachusetts Prepared for the Town of Montague" dated November 22, 2024 by Harold L. Eaton and Associates, Inc. and release the Town of Montague, its officials, employees, agents, successors, and assigns from all claims for damages in connection with the taking of land for Burek Drive.

Dated: \_\_\_\_\_

\_\_\_\_\_

, Trustee

77 PLEASANT STREET  
P.O. BOX 210  
NORTHAMPTON, MA 01061-0210  
PHONE (413) 586-8218  
FAX (413) 584-6278  
(Main Office)

WESTFIELD OFFICE:  
48 EAST SILVER STREET, SUITE 5  
WESTFIELD, MA 01085  
PHONE (413) 642-8367  
FAX (413) 579-5357  
[www.greenmiles.com](http://www.greenmiles.com)

JOHN J. GREEN, JR.  
HARRY L. MILES  
ROGER P. LIPTON\*  
JOHN M. MCLAUGHLIN\*\*  
MICHAEL PILL  
SUSAN L. MILES  
RAYMOND W. ZENKERT, JR., OF COUNSEL\*\*\*  
DAVID C. KUZMESKI (Dec.)  
BRIAN L. BLACKBURN (Dec.)  
\* ALSO ADMITTED IN NEW YORK  
\*\*ALSO ADMITTED IN CONNECTICUT  
\*\*\* ALSO ADMITTED IN OHIO & MICHIGAN

June 3, 2025

Montague Selectboard  
One Avenue A  
Turners Fall MA 01376

**RE: Joint Petition for a Revised Taking and Layout of Burek Drive**

Members of the Selectboard:

This undersigned represents the Burek Family Realty Trust [Burek Trust] with respect to a petition to the Board to discontinue the taking for Burek Drive that was adopted at the 1969 Town Meeting.

The petition was filed by Attorney George L Goodrich on behalf of the Leh Family Trust ["Leh Trust"].

That 1969 taking does not reflect the paved road as it currently exists. The petition if allowed would adopt a new layout for Burek Drive that accurately depicts the existing traveled way. The Burek Trust and the Leh Trust are the sole abutters to Burek Drive as currently laid out.

I have conferred with Attorney George L. Goodrich representing the Leh Trust and reviewed his submission to the Board. I concur with his representation of the relevant history and objectives and request that the Board consider the matter as a joint petition.

If the Board requests I will appear before the Board to review the matter.

Respectfully,

  
John J. Green Jr., Esq.

JJG:mlm



**FRANKLIN COUNTY REGIONAL HOUSING &  
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376  
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

6

Date: June 12, 2025

To: Montague Selectboard

Fr: Franklin County Regional Housing & Redevelopment Authority

Re: Request for Forgiveness of CDBG-funded Housing Rehabilitation Loan

Subj. Prop: 17 Hillside Avenue, Turners Falls, MA

Background:

- Loan was given in 1993 in the amount of \$13,290.
- Mortgage was assumed by the original owner/mortgagor and her husband in 2002.
- Both Mortgagors have since deceased.
- Heirs have not assumed property.
- House was condemned in 2023.

Plan for Rehabilitation and Sale:

- The Attorney General's Office is recommending the house be put into receivership.
- AGO is requiring that FCRHRA's lien is forgiven and cleared before naming a receiver.
- RDI Inc. is the potential receiver.
- RDI's plan is to rehab the home and sell it at an affordable price to an income-qualified first-time homebuyer.

Request to Selectboard:

- Allow FCRHRA to forgive loan.

Reasoning:

- Rehab work has long outlived its expected lifespan.
- Current terms of rehab loans are fully forgiven after 15 years.
- House will be saved from further deterioration.
- House will be offered as an affordable home and will remain as such for a period of 15 years.

124

*B-9 ✓  
Mount. Leverett  
Shutesbury - Sunderland  
Mortgage  
7/5/94*

AFFECTED PREMISES: 17 Hillside Avenue  
Turners Falls, MA 01376

MORTGAGE

MAY 7 9 53 AM '93

I/WE, [REDACTED],  
of Turners Falls, Franklin County, Massachusetts, hereinafter  
called the Mortgagor, for consideration paid, grant to the FRANKLIN  
COUNTY REGIONAL HOUSING AUTHORITY, a body politic established under  
Chapter 956 of the Acts of 1953 and having its principal place of  
business in Turners Falls, Franklin County, Massachusetts, hereinafter  
called the Mortgagee, with mortgage covenants, to secure the payment  
of Thirteen Thousand, Two Hundred Ninety and 00/100 -----  
DOLLARS (\$ 13,290.00 ) without interest  
until title to hereafter described real estate becomes vested in a person  
other than the mortgagor(s), voluntarily, or involuntarily, or by  
operation of law or on demand if the mortgagor violates any of the terms  
of the rehabilitation documents or the work is not being done timely or  
in accordance with the rehabilitation documents as determined by the  
Mortgagee in its sole discretion at which time interest shall become  
payable at the rate of 10% per annum all as provided in a note of even  
date, and also to secure the performance of all agreements and conditions  
herein contained

The land with the buildings thereon situated in Turners Falls,  
Franklin County, Massachusetts, bounded and described as follows:

BEGINNING at an iron pipe in the northerly sideline of Hillside Avenue, said pipe  
being S 55° 30' 16" E a distance of Seventy-four and Six One-hundredths (74.06)  
feet from an iron pipe marking the intersection of the northerly sideline of  
Hillside Avenue with the easterly sideline of Goddard Avenue; thence N 34° 35'  
56" E along land now or formerly of Marion C. Desautels a distance of Eighty-  
five (85.00) feet to an iron pipe; thence S 55° 30' 16" E along land now or  
formerly of Joseph M. and Lillian D. Beaubien and along land now or formerly of  
Edward A. and Alma M. Fritz a distance of Fifty-five and Ninety-Eight One-hundredths  
(55.98) feet to an iron pipe; thence S 34° 29' 44" W along land now or formerly of  
Alice J. Girard a distance of Eighty-Five (85.00) feet to an iron pipe; thence  
N 55° 30' 16" W along the northerly sideline of Hillside Avenue a distance of  
Fifty-Six and Thirteen One-Hundredths (56.13) feet to the point of beginning. The  
parcel herein described contains Four Thousand Seven Hundred and Sixty-Five  
(4,765) square feet.

This mortgage is subject to a prior mortgage to FmHA

dated 1-18-90

and recorded in Franklin County Registry of Deeds in Book 2409, Page 14, in the original principal sum of One Hundred Three Thousand, Five Hundred Ten; and 19/100 -----(\$103,510.19)

If any default shall occur in any prior mortgage or any postponement of payment or extension of said prior mortgage on the mortgaged premises and same shall continue for a period of thirty days, or if entry shall be made or foreclosure proceedings commenced under such prior mortgage or if the Mortgagor should sell, transfer or enter into an agreement to sell the mortgaged premises, or title should otherwise become vested, voluntarily, involuntarily or by operation of law, in any person other than the Mortgagor, or on demand if the Mortgagor violates any of the terms of the rehabilitation documents or the work is not being done timely or in accordance with the rehabilitation documents as determined by the Mortgagee in its sole discretion, then the entire debt secured hereby shall become immediately due and payable at the option of the holder hereof.

This mortgage is on the STATUTORY CONDITION, and upon the further condition that all covenants and agreements of the Mortgagor contained herein and in the Note shall be kept and fully performed, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

WITNESS our hands and seals this 21st day of April 1993 .

In the presence of:

*[Handwritten signature]*

*[Redacted signature]*

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

April 21, 1993

Then personally appeared the above-named *[Redacted]* and acknowledged the foregoing instrument to be *her* free act and deed, before me.

*[Handwritten signature]*  
Notary Public  
My commission expires:

JAMES F. HANNIGAN  
Notary Public  
My Commission Expires July 15, 1994



ATTEST: FRANKLIN COUNTY, MASS. Walter T. Kostanski, Jr., Register

MODIFICATION OF MORTGAGE

This modification made this 24th day of September, 2002, by and between FRANKLN COUNTY REGIONAL HOUSING AUTHORITY now known as FRANKLIN COUNTY REGIONAL HOUSING and REDEVELOPMENT AUTHORITY, a body politic established under Chapter 956 of the Acts of 1953 ("Authority") and [REDACTED], now known as [REDACTED] of Turners Falls, Massachusetts (" [REDACTED]").

RECITALS:

[REDACTED] executed a Promissory Note in the amount of \$13,290.00 dated April 21, 1993, being in favor of the Authority (the "note") and a mortgage of the same date as security therefore affecting property located in the Village of Turners Falls, Town of Montague, Massachusetts, which is recorded in the Franklin County Registry of Deeds in Book 2769, Page 124 (the "Mortgage"), which mortgage contains a clause that the note and mortgage shall become due and payable upon transfer of title, voluntarily or involuntarily. [REDACTED] is desirous of transferring title into the joint names of [REDACTED], husband and wife, as tenants by the entirety without constituting a default in the Note and Mortgage, and the Authority is agreeable, provided [REDACTED] are considered the Mortgagor under the Mortgage.

IT IS THEREFORE AGREED:

1. The Note and Mortgage are modified so that [REDACTED] may conveyed the mortgaged premises to [REDACTED], as husband and wife, as tenants by the entirety, without constituting a default in the Note or Mortgage.

2. Upon such transfer of title to [REDACTED], husband and wife, as tenants by the entirety, they shall be considered the Mortgagor under the Mortgage for purposes of any further transfers and this transfer shall not be considered a waiver for any future transfers.

NOV 1 2002

In all other respects, the Note and Mortgage are hereby ratified and confirmed.

2002 OCT -7 PM 1:35

EXECUTED as a sealed instrument the date first above appearing.

In the presence of:

FRANKLIN COUNTY REGIONAL  
HOUSING and REDEVELOPMENT AUTHORITY

[Redacted signature area]

By Jean M. Bernier  
Its Assistant Executive Director



COMMONWEALTH OF MASSACHUSETTS

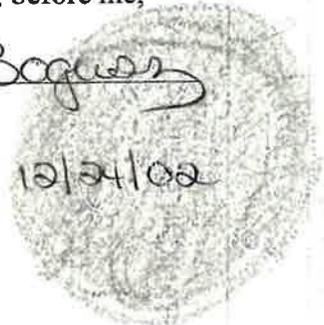
Franklin, ss.

September 24, 2002

Then personally appeared the above named [Redacted Name]  
and acknowledged the foregoing instrument to be their free act and deed, before me,

Wendy M. Bogues

Notary Public  
My commission expires: 12/24/02



ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register



## **GRANT ASSURANCES**

### **Turners Falls Municipal Airport**

**Install Backup Generator Admin Building**

**Project Number: ASMP-2025-0B5-41**

**MMARS Number: 77ST250B5410B5ADMGEN**

**Project Authorization Date: 6/5/2025**

#### **A. Definitions.**

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Turners Falls Municipal Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Montague Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Montague.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant referenced above, including the Grant Application, finance plan, and related materials supplied by the Applicant and on which the Aeronautics Division relies in awarding the Grant, all as amended by these Grant Assurances.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean the project referenced above by project title and project number and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the Airport Commission and the Aeronautics Division.

**B. General.**

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.
2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

**C. Duration.**

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

**D. Certifications by the Airport Commission**

1. The Airport Commission hereby assures and certifies that it will comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
  - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
  - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
  - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

- d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
- e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;
- f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
- g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;
- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a Aeronautics Division grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chair of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

**E. Certification of the Chair of the Board of Selectmen of Montague.**

- 1. Notwithstanding any powers that may be granted to the Board of Selectmen of Montague the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as

created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.

2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
3. The Town hereby assures, certifies and acknowledges that:
  - a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
  - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
  - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
  - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
  - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
  - a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all

of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

- b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and
  - c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.
5. The Board of Selectmen hereby assures and certifies that it has authorized their Chair to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

**F. Accounting System, Audit and Record Keeping Requirements.**

1. The Airport Commission hereby covenants and agrees to:
  - a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
  - b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
  - c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
  - d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

**G. Conformity to Plans, Specifications and Aeronautics Division Approvals.**

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

**H. Airport Operation and Maintenance.**

1. The Airport Commission shall operate the Airport for:
  - a. the aeronautical benefit of the public using the Airport;
  - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
  - c. the uses intended by the Aeronautics Division in the award of this funding grant; and
  - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.
3. Except as provided for in Section H(5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.

5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division.

**I. Compatible Land Use.**

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

**J. Economic Nondiscrimination.**

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if

such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

**K. Airport Revenues.**

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.
2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

**L. Reports and Inspections.**

1. The Airport Commission shall, upon reasonable request:
  - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
  - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
  - c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and
  - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
    - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
    - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

**M. Airport Layout Plan.**

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
  - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
  - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and
  - c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.
2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
  - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
  - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

**N. Civil Rights.**

1. The Owner and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status

(including Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

**O. Disposal of Land and Airport Facilities.**

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

**P. Foreign Market Restrictions.**

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**Q. Future Grants.**

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

**R. Successors.**

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

**IN WITNESS WHEREOF**, the Airport Commission and the Chair of the Board of Selectmen of the Town of Montague certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

<p>Montague Airport Commission</p> <p>By: <u>Gary Collins</u></p> <p>Title: Chair</p> <p>Date: <u>6/10/2025</u></p>	<p>I hereby certify that <u>GARY COLLINS</u> is the Chair of the Montague Airport Commission and was authorized to execute these Grant Assurances on behalf of the Montague Airport Commission by a vote taken on <u>7/11/2024</u>, a copy of which is attached and made a part hereof.</p> <p><u>[Signature]</u></p> <p>Reporting Secretary</p>
---	--

<p>Chair of the Board of Selectmen, Town of Montague</p> <p>By: _____</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chair of the Board of Selectmen for the Town of Montague and has been authorized to execute these Grant Assurances on behalf of the Town of Montague on this day _____, 20____.</p> <p>_____</p> <p>Town Clerk, Town of Montague</p>
--	--



Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Monica Tibbitts-Nutt, Secretary & CEO  
Denise Garcia, Acting Administrator



7B

## **GRANT ASSURANCES**

### **Turners Falls Municipal Airport**

**Pioneer Aviation Parking Lot Improvements**

**Project Number: ASMP-2025-0B5-40**

**MMARS Number: 76ST250B5400B5PRKPAV**

**Project Authorization Date: 6/5/2025**

#### **A. Definitions.**

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Turners Falls Municipal Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Montague Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Montague.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant referenced above, including the Grant Application, finance plan, and related materials supplied by the Applicant and on which the Aeronautics Division relies in awarding the Grant, all as amended by these Grant Assurances.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean the project referenced above by project title and project number and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the Airport Commission and the Aeronautics Division.

Logan Office Center, One Harborside Drive, Suite 205N  
East Boston, MA 02128  
Tel: 617-412-3680, TDD: 617-973-7306  
[www.mass.gov/massdot](http://www.mass.gov/massdot)

**B. General.**

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.
2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

**C. Duration.**

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

**D. Certifications by the Airport Commission**

1. The Airport Commission hereby assures and certifies that it will comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
  - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
  - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
  - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

- d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
- e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;
- f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
- g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;
- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a Aeronautics Division grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chair of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

**E. Certification of the Chair of the Board of Selectmen of Montague.**

- 1. Notwithstanding any powers that may be granted to the Board of Selectmen of Montague the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as

created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.

2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
  
3. The Town hereby assures, certifies and acknowledges that:
  - a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
  - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
  - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
  - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
  - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
  
4. The Town hereby assures and certifies that:
  - a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all

of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

- b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and
  - c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.
5. The Board of Selectmen hereby assures and certifies that it has authorized their Chair to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

**F. Accounting System, Audit and Record Keeping Requirements.**

- 1. The Airport Commission hereby covenants and agrees to:
  - a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
  - b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
  - c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
  - d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

**G. Conformity to Plans, Specifications and Aeronautics Division Approvals.**

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

**H. Airport Operation and Maintenance.**

1. The Airport Commission shall operate the Airport for:
  - a. the aeronautical benefit of the public using the Airport;
  - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
  - c. the uses intended by the Aeronautics Division in the award of this funding grant; and
  - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.
3. Except as provided for in Section H(5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.

5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division.

**I. Compatible Land Use.**

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

**J. Economic Nondiscrimination.**

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if

such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

**K. Airport Revenues.**

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.
2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

**L. Reports and Inspections.**

1. The Airport Commission shall, upon reasonable request:
  - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
  - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
  - c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and
  - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
    - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
    - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

**M. Airport Layout Plan.**

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
  - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
  - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and
  - c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.
2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
  - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
  - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

**N. Civil Rights.**

1. The Owner and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status

(including Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

**O. Disposal of Land and Airport Facilities.**

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

**P. Foreign Market Restrictions.**

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**Q. Future Grants.**

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

**R. Successors.**

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

**IN WITNESS WHEREOF**, the Airport Commission and the Chair of the Board of Selectmen of the Town of Montague certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

<p>Montague Airport Commission</p> <p>By: <u><i>Gary Collins</i></u></p> <p>Title: Chair</p> <p>Date: <u>6/10/2025</u></p>	<p>I hereby certify that <u>GARY COLLINS</u> is the Chair of the Montague Airport Commission and was authorized to execute these Grant Assurances on behalf of the Montague Airport Commission by a vote taken on <u>7/11/2024</u>, a copy of which is attached and made a part hereof.</p> <p><u><i>[Signature]</i></u></p> <p>Reporting Secretary</p>
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<p>Chair of the Board of Selectmen, Town of Montague</p> <p>By: _____</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chair of the Board of Selectmen for the Town of Montague and has been authorized to execute these Grant Assurances on behalf of the Town of Montague on this day _____, 20____.</p> <p>_____ Town Clerk, Town of Montague</p>
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Dear Ms. Bogusz,

While I'm sure it will be a difficult task trying to find a replacement for Karen Tonelli, I would very much appreciate consideration for the Director of Assessing position in Montague. My name is Adam and I would like to leverage my experience in Assessing Offices across the state as well as my time in tangential Real Estate fields to bring a unique and varied perspective to the position.

I began my Assessing career in Boston where I had the privilege of working in both their residential as well as commercial divisions, assisting in both valuation programs. The Boston Assessing Department provided a wonderful learning environment due to the volume and variety of challenges and tasks I was presented with. The staff in their office, both coworkers as well as supervisors, were fantastic resources and being around their wealth of institutional knowledge allowed for tremendous growth as both an Assessor as well as Municipal Employee and representative of local government. When my wife was offered a staff attorney position with the Committee for Public Counsel Services in Northampton, we decided to make the move out to the Western part of the State which meant departing the Boston Office. After a brief search, I accepted the position of Assistant Assessor in Greenfield.

Going from an office of close to 100 full-time employees to a 2-person office has been a wonderful opportunity to assume many roles in which I had previously limited experience. In addition to going much more hands-on with our accounting software, I have gained invaluable experience advising Mayoral Staff, Town Councilors, as well as our Board of Assessors as to Mass General Law, best practices, and impact of their votes and decision to the city's tax rate and levy.

I am confident that the Director opening in Montague is an excellent opportunity to utilize my expertise and experience to continue the outstanding work of the Montague Assessing Department. I have already met Oliver Beane, and his presence and familiarity with the community will be invaluable for whoever you decide to hire to the Director chair. Please feel free to reach out to me anytime in regard to the opportunity, and thank you for the consideration.

Sincerely,

Adam Tocci

*MAA #1478*

# Adam Tocci

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## Relevant Certifications

- *MAA Designation (#1478)*

## Education

**B.S. BUSINESS MANAGEMENT | MAY 2016 | CLEMSON UNIVERSITY**

## Relevant Experience

**ASSISTANT ASSESSOR | CITY OF GREENFIELD | DEC 2024 – PRESENT**

- Assisted in the valuation process of all Greenfield property (~2.2 billion) including residential, commercial, and personal property. Responded to all property abatements applications and handled taxpayer questions regarding assessing practices and Mass General Law.
- Helped maintain our CAMA system (AP5) including updating tax maps and parcel ownership records. Made corrections to property data following inspections, sales listings, and other such methods of discovery.
- Advised members of the Board of Assessors and helped ensure the Department met all deadlines and remained in compliance with State guidelines.
- Responsible for all aspects of data collection including permit inspections, cyclical reviews, and updating our CAMA system to reflect changes accurately and uniformly.
- Handled all clerical work for the department including departmental mailings, meeting agendas and scheduling, and taxpayer assistance at the counter.

**ASSISTANT ASSESSOR | CITY OF BOSTON | FEB 2023 – DEC 2024**

- Responsible for data collection and maintenance within CAMA database (AP5). Conducted field audits and aided in valuation adjustments.
- Responded to taxpayer inquiries regarding abatements, exemptions, state law, and assessment policies.
- Worked primarily in the residential department with some cross-over in the commercial department. Worked with both sales comparison as well as income valuation models.

**TITLE DEPARTMENT LEAD | LAW OFFICES OF JESSICA CLARKE, P.C. | NOV 2019 – JANUARY 2021**

- Responsible for creation and reviewing of title search packets. Indexed Registry of Deeds and Mass Court's online database to respond to attorney and client questions.
- Assigning orders to title search team and tracking said orders through workflow. Acted as a liaison between our clients and the examiners/closing attorneys.

**RENTAL AGENT | WAVERLY PROPERTY SOLUTIONS, LLC | JUN 2014 – JULY 2016**

- Obtained MA real estate license and rented apartments in Fitchburg and Leominster, MA. Maintained 90% occupancy of 300+ apartments with a team of 3 agents.
- Posted ads and hosted showings for potential tenants. Assisted broker in potential tenant reviews.

**Town of Montague  
Personnel Status Change Notice  
New Hires**

Employee # \_\_\_\_\_

1. Board Authorizing **Appointment:**   Selectboard   Meeting Date 6-16-2025

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

Board Authorizing **Wages:**           Selectboard           Meeting Date 6-16-2025

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

**General Information:**

Full name of employee: Adam Tocci _____	Department: <u>  Assessing  </u>
Title: <u>  Director of Assessing  </u>	Effective date of hire: <u>  7-7-2025  </u>

**New Hire:**

Permanent: <u>  X  </u> <u>  Y  </u> <u>  N  </u> If temporary, estimated length of service: _____
Hours per Week: <u>  35 Hours  </u> Union: <u>  NAGE  </u>

**Wages:**

Union: <u>  NAGE  </u>
Wages: Grade <u>  C  </u> Step <u>  1  </u> Wage Rate: \$71,507.00(annual/ <del>hourly</del> )
Notes:

**Copies to:**

_____ Employee	_____ Department	_____ Selectboard
_____ Accountant	_____ Retirement Board	_____ Town Clerk
_____ Treasurer		

Name: **TOCCI, ADAM**

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Adam Tocci

**DATE:** 6/16/2025

**COMMITTEE:** Director of Assessing

**TERM:** 1 Year

**TERM EXPIRATION:** 6/30/2026

**SELECTMEN, TOWN OF MONTAGUE** **TERM STARTS:** 07/07/25

Matt Lord

Richard Kuklewicz

Marina Goldman

**TOCCI, ADAM** personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Director of Assessing** according to the foregoing appointment.

Received \_\_\_\_\_ and entered in the records of the Town of Montague.

**MONTAGUE TOWN CLERK**

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

**APPOINTED OFFICIAL**

\*\*\*If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.



**Town of Montague**  
 One Avenue A  
 Turners Falls, MA 01376

Phone (413) 863-3200  
 FAX (413) 863-3231

June 10, 2025

Adam Tocci  
 124 College St Unit 8  
 South Hadley, MA 01075

Dear Mr. Tocci,

We are pleased to offer you the position of Montague Director of Assessing and excited to have you join us in service to this great community! Having received unanimous endorsement from the hiring committee and Board of Assessors, the next step is your personnel appointment by the Selectboard on June 16, 2025. This Offer Letter summarizes key terms we will ask the Selectboard to adopt. Please sign this form if the terms are acceptable as presented.

As per agreement, you will join our staff effective Monday, July 7, 2025 and will enter employment as a member of the NAGE Union at Grade C, Step 1 (\$71,507). You will receive the benefits afforded to all other NAGE union staff. Contact Executive Secretary Wendy Bogusz if you have any questions about benefits or enrollments.

Respectfully,

*Walter Ramsey*

Walter Ramsey  
 Town Administrator

6/10/2025

Date

*Ann Carizano*

Ann Carizano  
 Chair, Board of Assessors

6-10-25

Date

Acceptance of offer:

*Adam Tocci*

Adam Tocci

6/12/25

Date

Name: LEVINE, ANNABEL

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Annabel Levine

**DATE:** 6/16/2025

**COMMITTEE:** Great Falls Farmers Market Assistant Manager

**TERM:** 1 Year

**TERM EXPIRATION:** 6/30/2026

**SELECTMEN, TOWN OF MONTAGUE** **TERM STARTS:** 07/01/25

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

**LEVINE, ANNABEL** personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Great Falls Farmers Market Assistant Manager** according to the foregoing appointment.

Received \_\_\_\_\_ and entered in the records of the Town of Montague.

**MONTAGUE TOWN CLERK**

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

**APPOINTED OFFICIAL**

\*\*\*If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

**Town of Montague  
Personnel Status Change Notice  
Rate Changes**

Authorized Signature: \_\_\_\_\_ (Selectboard) Employee # 2068

**General Information:**

Full name of employee: <u>Annabel Levine</u>	
Department: <u>Great Falls Farmers Market</u>	
Title: <u>Assistant Manager</u>	Effective date of change: <u>7-1-2025</u>

**Grade/Step/COLA Change:**

Union: _____	
Old Pay: Grade _____ Step _____	Wage Rate: _____ (annual/hourly) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only)
New Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly) Wage Rate: _____ weekly Weekly Incentive: _____ (Police Only) Wage Rate: _____ 1 <sup>st</sup> week if different Wage Rate: _____ last week if different
Stipends For: Assistant Manager _____	Wage Rate: \$750.00 (annual) Weekly Amount: _____ Wage Rate: _____ 1 <sup>st</sup> week if different Wage Rate: _____ last week if different
For: _____	Wage Rate: _____ (annual) Weekly Amount: _____ Wage Rate: _____ 1 <sup>st</sup> week if different Wage Rate: _____ last week if different
Notes:	

**Copies to:**

\_\_\_\_ Employee                      \_\_\_\_\_ Department                      \_\_\_\_\_ Board of Selectmen  
\_\_\_\_ Accountant                      \_\_\_\_\_ Retirement Board

# Town of Montague Personnel Status Change Notice New Hires

Employee # 2156

Board Authorizing **Appointment:** Selectboard Meeting Date: 06/16/2025

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

Board Authorizing **Wages:** Selectboard Meeting Date: 06/16/2025

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

**General Information:**

Full name of employee: Ethan Thrower Department: DPW

Title: Summer Help Effective date of hire: 06/30/2025

**New Hire:**

Permanent:   Y   X   N If temporary, estimated length of service: 08/28/2025

Hours per Week: 36 Union: \_\_\_\_\_

**Wages:**

Union: \_\_\_\_\_

Wages: Grade    Step    Wage Rate: \$ 16.00 (annual/ hourly)

Notes: Ethan will work 9 hours per day 4 days a week.

**Copies to:**

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

Town of Montague  
Personnel Status Change Notice  
**New Hires**

Employee # 2154

Board Authorizing **Appointment:** Selectboard Meeting Date: 06/16/2025

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

Board Authorizing **Wages:** Selectboard Meeting Date: 06/16/2025

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

**General Information:**

Full name of employee: <u>Jenna Petrowicz</u>	Department: <u>DPW</u>
Title: <u>Summer Help</u>	Effective date of hire: <u>06/17/2025</u>

**New Hire:**

Permanent: <u>  </u> Y <u>  </u> X <u>  </u> N	If temporary, estimated length of service: <u>08/28/2025</u>
Hours per Week: <u>36</u>	Union: _____

**Wages:**

Union: _____
Wages: Grade <u>  </u> Step <u>  </u> Wage Rate: <u>\$ 16.00 (annual/ hourly)</u>
Notes: Ethan will work 9 hours per day 4 days a week.

**Copies to:**

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

## Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_ Employee # 2096  
Selectboard Chair

### General Information:

Full name of employee: <u>Abigail M. Moore</u>	Department: <u>Town Clerk</u>
Title: <u>Extra Clerical</u>	Effective date of change: <u>7/1/2025</u>

### New Hire:

Permanent: <u>  </u> Y <u>  X  </u> N If temporary, estimated length of service: <u>6 months</u>	
Hours per Week: <u>15 – 35 As Needed</u>	Union: <u>N/A</u>
Pay: Grade _____ Step _____	Wage Rate: <u>\$17.75</u> ( <del>annual</del> / hourly)
Board Authorizing: <u>Selectboard</u>	Date of Meeting: <u>6/16/25</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:

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
_____ Other/Specify: _____	Termination Date: _____

### Copies to:

_____ Employee	_____ Department	_____ Selectboard
_____ Accountant	_____ Retirement Board	_____ Town Clerk

# Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_ Employee # 1375  
Selectboard Chair

**General Information:**

Full name of employee: <u>Debra A. Bourbeau</u>	Department: <u>Town Clerk</u>
Title: <u>Town Clerk's Consultant</u>	Effective date of change: <u>7/1/2025</u>

**New Hire:**

Permanent: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If temporary, estimated length of service: <u>6 months</u>	
Hours per Week: <u>10</u>	Union: <u>N/A</u>
Pay: Grade _____ Step _____	Wage Rate: <u>\$45.06</u> ( <del>annual</del> / hourly)
Board Authorizing: <u>Selectboard</u>	Date of Meeting: <u>6/16/25</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: _____
--------------------	-------------------	--------------------------------

**Other:**

____ Unpaid Leave of Absence	Termination Date: _____
____ Unpaid Sick Leave	Termination Date: _____
____ Other/Specify: _____	Termination Date: _____

**Copies to:**

____ Employee	____ Department	____ Selectboard
____ Accountant	____ Retirement Board	____ Town Clerk

# Town of Montague Personnel Status Change Notice

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

Employee # 1556

**General Information:**

Full name of employee: <u>Samuel Stevens</u>	Department: <u>CWF</u>
Title: <u>Lead Operator</u>	Effective date of change: <u>7/10/2025</u>

**New Hire:**

Permanent: <del>___Y___</del> <del>___N___</del>	If temporary, estimated length of service: _____
Hours per Week: _____	Union: _____
Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Board Authorizing: _____	Date of Meeting: _____

**Grade/Step/COLA Change:**

Union: <u>UE → NAGE</u>
Old Pay: Grade <u>E</u> Step <u>3</u> Wage Rate: <u>\$26.41</u> (annual/ <u>hourly</u> )
New Pay: Grade <u>D</u> Step <u>1</u> Wage Rate: <u>\$31.42</u> (annual/ <u>hourly</u> )
Notes: <u>Promotion to Foreman</u>

**Termination of Employment:**

Resignation: _____	Layoff: _____	Involuntary Termination: _____
--------------------	---------------	--------------------------------

**Other:**

____ Unpaid Leave of Absence	Termination Date: _____
____ Unpaid Sick Leave	Termination Date: _____
____ Other/Specify: _____	Termination Date: _____

**Copies to:**

____ Employee	____ Department	____ Board of Selectmen
____ Treasurer	____ Accountant	____ Retirement Board

# Town of Montague Personnel Status Change Notice

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

Employee # 1263

**General Information:**

Full name of employee: <u>Timothy Little</u>	Department: <u>CWF</u>
Title: <u>Foreman</u>	Effective date of change: <u>7/01/2025</u>

**New Hire:**

Permanent: <del>Y</del> <u>N</u>	If temporary, estimated length of service: _____
Hours per Week: _____	Union: _____
Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Board Authorizing: _____	Date of Meeting: _____

**Grade/Step/COLA Change:**

Union: <u>NAGE → UE</u>
Old Pay: Grade <u>F</u> Step <u>5</u> Wage Rate: <u>\$33.47</u> (annual/ <u>hourly</u> )
New Pay: Grade <u>E</u> Step <u>8</u> Wage Rate: <u>\$34.78</u> (annual/ <u>hourly</u> )
Notes: <u>stepping down from Foreman back to Lead Operator</u>

**Termination of Employment:**

Resignation: _____	Layoff: _____	Involuntary Termination: _____
<b>Other:</b>		
_____ Unpaid Leave of Absence	Termination Date: _____	
_____ Unpaid Sick Leave	Termination Date: _____	
_____ Other/Specify: _____	Termination Date: _____	

**Copies to:**

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



# Selectboard Town of Montague

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108  
WalterR@montague-ma.gov

WHEREAS, the Montague Selectboard, in its capacity as Personnel Board conducted a Wage and Classification Study in 2024

WHEREAS, the study recommended classifications and wage ranges in order for the Town to remain competitive in the labor market

WHEREAS, the Selectboard held a public hearing for proposed classifications and wage ranges in accordance with the Town Personnel Bylaws

NOW THEREFORE, the Selectboard hereby adopts and recommends for Town Meeting Approval the follow Wage Scale and Classification Plan

### Fiscal Year 2026 Wage Scale

\*Police Not included

Step - Grade	1	2	3	4	5	6	7	8	9	10
A	\$50.27	\$51.77	\$53.33	\$54.93	\$56.58	\$58.28	\$60.03	\$61.84	\$63.69	\$65.60
B	\$43.21	\$44.51	\$45.84	\$47.21	\$48.63	\$50.08	\$51.59	\$53.14	\$54.74	\$56.38
C	\$39.29	\$40.47	\$41.68	\$42.93	\$44.22	\$45.54	\$46.90	\$48.31	\$49.75	\$51.25
D	\$31.42	\$32.36	\$33.33	\$34.34	\$35.36	\$36.42	\$37.52	\$38.64	\$39.80	\$41.00
E	\$28.28	\$29.13	\$30.00	\$30.90	\$31.83	\$32.78	\$33.76	\$34.78	\$35.82	\$36.90
F	\$25.92	\$26.70	\$27.50	\$28.33	\$29.18	\$30.05	\$30.96	\$31.89	\$32.84	\$33.83
G	\$23.58	\$24.28	\$25.01	\$25.76	\$26.53	\$27.33	\$28.15	\$28.99	\$29.86	\$30.75
H	\$22.01	\$22.66	\$23.34	\$24.04	\$24.75	\$25.49	\$26.26	\$27.05	\$27.86	\$28.70
I	\$18.07	\$18.61	\$19.17	\$19.74	\$20.34	\$20.95	\$21.58	\$22.22	\$22.89	\$23.58

For informational purposes:

FY 2026	35 Hour Week Salary									
Step - Grade	1	2	3	4	5	6	7	8	9	10
A	\$91,491.40	\$94,221.40	\$97,060.60	\$99,972.60	\$102,975.60	\$106,069.60	\$109,254.60	\$112,548.80	\$115,915.80	\$119,392.00
B	\$78,642.20	\$81,008.20	\$83,428.80	\$85,922.20	\$88,506.60	\$91,145.60	\$93,893.80	\$96,714.80	\$99,626.80	\$102,611.60
C	\$71,507.80	\$73,655.40	\$75,857.60	\$78,132.60	\$80,480.40	\$82,882.80	\$85,358.00	\$87,924.20	\$90,545.00	\$93,275.00
D	\$57,184.40	\$58,895.20	\$60,660.60	\$62,498.80	\$64,355.20	\$66,284.40	\$68,286.40	\$70,324.80	\$72,436.00	\$74,620.00
E	\$51,469.60	\$53,016.60	\$54,600.00	\$56,238.00	\$57,930.60	\$59,659.60	\$61,443.20	\$63,299.60	\$65,192.40	\$67,158.00
F	\$47,174.40	\$48,594.00	\$50,050.00	\$51,560.60	\$53,107.60	\$54,691.00	\$56,347.20	\$58,039.80	\$59,768.80	\$61,570.60
G	\$42,915.60	\$44,189.60	\$45,518.20	\$46,883.20	\$48,284.60	\$49,740.60	\$51,233.00	\$52,761.80	\$54,345.20	\$55,965.00
H	\$40,058.20	\$41,241.20	\$42,478.80	\$43,752.80	\$45,045.00	\$46,391.80	\$47,793.20	\$49,231.00	\$50,705.20	\$52,234.00
I	\$32,887.40	\$33,870.20	\$34,889.40	\$35,926.80	\$37,018.80	\$38,129.00	\$39,275.60	\$40,440.40	\$41,659.80	\$42,915.60

FY 2026	37.5 Hour Week Salary									
Step - Grade	1	2	3	4	5	6	7	8	9	10
A	\$98,026.50	\$100,951.50	\$103,993.50	\$107,113.50	\$110,331.00	\$113,646.00	\$117,058.50	\$120,588.00	\$124,195.50	\$127,920.00
B	\$84,259.50	\$86,794.50	\$89,388.00	\$92,059.50	\$94,828.50	\$97,656.00	\$100,600.50	\$103,623.00	\$106,743.00	\$109,941.00
C	\$76,615.50	\$78,916.50	\$81,276.00	\$83,713.50	\$86,229.00	\$88,803.00	\$91,455.00	\$94,204.50	\$97,012.50	\$99,937.50
D	\$61,269.00	\$63,102.00	\$64,993.50	\$66,963.00	\$68,952.00	\$71,019.00	\$73,164.00	\$75,348.00	\$77,610.00	\$79,950.00
E	\$55,146.00	\$56,803.50	\$58,500.00	\$60,255.00	\$62,068.50	\$63,921.00	\$65,832.00	\$67,821.00	\$69,849.00	\$71,955.00
F	\$50,544.00	\$52,065.00	\$53,625.00	\$55,243.50	\$56,901.00	\$58,597.50	\$60,372.00	\$62,185.50	\$64,038.00	\$65,968.50
G	\$45,981.00	\$47,346.00	\$48,769.50	\$50,232.00	\$51,733.50	\$53,293.50	\$54,892.50	\$56,530.50	\$58,227.00	\$59,962.50
H	\$42,919.50	\$44,187.00	\$45,513.00	\$46,878.00	\$48,262.50	\$49,705.50	\$51,207.00	\$52,747.50	\$54,327.00	\$55,965.00
I	\$35,236.50	\$36,289.50	\$37,381.50	\$38,493.00	\$39,663.00	\$40,852.50	\$42,081.00	\$43,329.00	\$44,635.50	\$45,981.00

FY 2026	40 Hour Week Salary									
Step - Grade	1	2	3	4	5	6	7	8	9	10
A	\$104,561.60	\$107,681.60	\$110,926.40	\$114,254.40	\$117,686.40	\$121,222.40	\$124,862.40	\$128,627.20	\$132,475.20	\$136,448.00
B	\$89,876.80	\$92,580.80	\$95,347.20	\$98,196.80	\$101,150.40	\$104,166.40	\$107,307.20	\$110,531.20	\$113,859.20	\$117,270.40
C	\$81,723.20	\$84,177.60	\$86,694.40	\$89,294.40	\$91,977.60	\$94,723.20	\$97,552.00	\$100,484.80	\$103,480.00	\$106,600.00
D	\$65,353.60	\$67,308.80	\$69,326.40	\$71,427.20	\$73,548.80	\$75,753.60	\$78,041.60	\$80,371.20	\$82,784.00	\$85,280.00
E	\$58,822.40	\$60,590.40	\$62,400.00	\$64,272.00	\$66,206.40	\$68,182.40	\$70,220.80	\$72,342.40	\$74,505.60	\$76,752.00
F	\$53,913.60	\$55,536.00	\$57,200.00	\$58,926.40	\$60,694.40	\$62,504.00	\$64,396.80	\$66,331.20	\$68,307.20	\$70,366.40
G	\$49,046.40	\$50,502.40	\$52,020.80	\$53,580.80	\$55,182.40	\$56,846.40	\$58,552.00	\$60,299.20	\$62,108.80	\$63,960.00
H	\$45,780.80	\$47,132.80	\$48,547.20	\$50,003.20	\$51,480.00	\$53,019.20	\$54,620.80	\$56,264.00	\$57,948.80	\$59,696.00
I	\$37,585.60	\$38,708.80	\$39,873.60	\$41,059.20	\$42,307.20	\$43,576.00	\$44,886.40	\$46,217.60	\$47,611.20	\$49,046.40

# FY26 Classification Plan

Classification	DEPARTMENT	POSITION
<b>A</b>		
A	Town Administrator	Town Administrator
<b>B</b>		
B	DPW	Superintendent
B	Police	Chief of Police
B	CWF	Superintendent
<b>C</b>		
C	Board of Assessors	Director of Assessing
C	Building Inspector	Building Inspector
C	Selectboard	Assistant Town Administrator
C	Board of Health	Director of Health
C	Libraries	Director of Libraries
C	Parks and Recreation	Director of Parks and Recreation
C	Planning	Director of Planning and Conservation
C	Town Clerk	Town Clerk
C	Treasurer/Tax Collector	Treasurer/Tax Collector
C	Town Accountant	Town Accountant
C	Council on Aging	Director of Council on Aging
<b>D</b>		
D	CWF	Foreman
D	Airport	Airport Manager
D	DPW	Working Foreman
<b>E</b>		
E	CWF	Lead Mechanic
E	DPW	Lead Mechanic
E	DPW	Collections System Lead Operator
E	Police	Dispatch/Office Manager
E	DPW	Office Manager
E	Libraries	Children's Librarian
E	CWF	Lead Operator
E	Selectboard	Executive Assistant
<b>F</b>		
F	Town Clerk	Assistant Town Clerk
F	Planning	Assistant Planner
F	DPW	Mechanic
F	DPW	Heavy Equipment Operator

F	Clean Water Facility	Lab Manager
F	Treasurer/Tax Collector	Assistant Treasurer/Tax Collector
F	CWF	Wastewater Technician
F	DPW	Lead Groundskeeper
F	Police	Dispatcher
<b>G</b>		
G	DPW	Building Maintenance Worker
G	Board of Assessors	Assessing Technician
G	Libraries	Community Relations Coordinator
G	DPW	Light Equipment Operator
G	Police	Dispatcher in Training
<b>H</b>		
H	DPW	Light Equipment Operator In-Training
H	DPW	Grounds Maintenance Worker
H	CWF	Laborer/Operator
H	Airport	Airport Maintenance Worker
H	Board of Health	Administrative Assistant
H	Building Inspector	Administrative Assistant
H	Clean Water Facility	Administrative Assistant
H	Parks and Recreation	Administrative Assistant
H	Selectboard	Administrative Assistant
H	Town Clerk	Administrative Assistant
H	Libraries	Cataloguer/ Technician
<b>I</b>		
I	DPW	Custodian
I	DPW	Transfer Station Attendant
I	Libraries	Library Assistant

MONTAGUE SELECTBOARD,

Matt Lord, chair

Rich Kuklewicz

Marina Goldman

Date: June 16, 2025

**CURRENT**

Current Grade	DEPARTMENT	POSITION
J	Town Administrator	Town Administrator
I	Police	Chief of Police
I	Selectboard	Assistant Town Administrator
H	CWF	Superintendent
H	DPW	Superintendent
G	Board of Assessors	Director of Assessing
G	Building Inspector	Building Inspector
G	Planning	Director of Planning and Conservation
G	Board of Health	Director of Health
G	Treasurer/Tax Collector	Treasurer/Tax Collector
G	Libraries	Director of Libraries
G	Parks and Recreation	Director of Parks and Recreation
G	Town Clerk	Town Clerk
G	Town Accountant	Town Accountant
F	CWF	Foreman
F	DPW	Working Foreman
E	Council on Aging	Director of Council on Aging
E	Selectboard	Executive Assistant
E	Libraries	Children's Librarian
E	Dispatch	Dispatch/Office Manager
E	DPW	Office Manager
E	DPW	Collections System Lead Operator
E	Airport	Airport Manager
E	DPW	Shop Foreman
E	CWF	Lead Mechanic
E	CWF	Lead Operator
D	DPW	Lead Groundskeeper
D	DPW	Heavy Equipment Operator
D	DPW	Lead Mechanic
D	Clean Water Facility	Lab Manager
D	Town Clerk	Assistant Town Clerk
D	Treasurer/Collector	Assistant Treasurer/Collector
D	Planning	Assistant Planner
D	Dispatch	Dispatcher
D	Airport	Operations Manager
D	CWF	Wastewater Technician
C	DPW	Truck Driver/Laborer
C	DPW	Building Maintenance
C	DPW	Groundskeeper
B	Board of Health	Administrative Assistant

**PROPOSED**

Classification	DEPARTMENT	POSITION	RECOMMENDED TITLE
<b>A</b>	<b>\$50.26 to \$65.60</b>		
A	Town Administrator	Town Administrator	
<b>B</b>	<b>\$43.21 to \$56.38</b>		
B	DPW	Superintendent	
B	Police	Chief of Police	
B	CWF	Superintendent	
<b>C</b>	<b>\$39.29 to \$51.25</b>		
C	Board of Assessors	Director of Assessing	
C	Building Inspector	Building Inspector	
C	Selectboard	Assistant Town Administrator	
C	Board of Health	Director of Health	
C	Libraries	Director of Libraries	
C	Parks and Recreation	Director of Parks and Recreation	
C	Planning	Town Planner and Conservation Agent	Director of Planning and Conservation
C	Town Clerk	Town Clerk	
C	Treasurer/Tax Collector	Treasurer/Tax Collector	
C	Town Accountant	Town Accountant	
C	Council on Aging	Director of Council on Aging	
<b>D</b>	<b>\$31.42 to \$41.00</b>		
D	CWF	Foreman	
D	Airport	Airport Manager	
D	DPW	Working Foreman	
<b>E</b>	<b>\$28.28 to \$36.90</b>		
E	CWF	Lead Mechanic	
E	DPW	Shop Foreman	Lead Mechanic
E	DPW	Collections System Lead Operator	
E	Dispatch	Dispatch/Office Manager	
E	DPW	Office Manager	
E	Libraries	Children's Librarian	Community Relations Coordinator
E	CWF	Lead Operator	
E	Selectboard	Executive Assistant	
<b>F</b>	<b>\$25.92 to \$33.83</b>		
F	Town Clerk	Assistant Town Clerk	
F	Planning	Assistant Planner	
F	DPW	Lead Mechanic	Mechanic
F	DPW	Heavy Equipment Operator	
F	Clean Water Facility	Lab Manager	
F	Treasurer/Tax Collector	Assistant Treasurer/Tax Collector	
F	CWF	Wastewater Technician	
F	DPW	Lead Groundskeeper	Grounds Maintenance Supervisor
F	Dispatch	Dispatcher	
<b>G</b>	<b>\$23.58 to \$30.75</b>		
G	DPW	Building Maintenance	Building Maintenance Worker
G	Board of Assessors	Assessing Technician	
G	Libraries	Children's Program Assistant	
G	DPW	Truck Driver/Laborer	Light Equipment Operator
<b>H</b>	<b>\$22.01 to \$28.70</b>		
H	DPW	Truck Driver/Laborer In-Training	Light Equipment Operator In-Training

B	Building Inspector	Administrative Assistant
B	Clean Water Facility	Administrative Assistant
B	Parks and Recreation	Administrative Assistant
B	Selectboard	Administrative Assistant
B	Town Clerk	Administrative Assistant
B	Libraries	Library Technician
B	CWF	Laborer/Operator
B	DPW	Truck Driver/Laborer In-Training
B	Libraries	Children's Program Assistant
B	Board of Assessors	Assessing Technician
A	DPW	Custodian
A	DPW	Transfer Station Attendant
A	Libraries	Library Assistant

H	DPW	Groundskeeper	Grounds Maintenance Worker
H	CWF	Laborer/Operator	
H	Airport	Operations Manager	Airport Maintenance Worker
H	Board of Health	Administrative Assistant	
H	Building Inspector	Administrative Assistant	
H	Clean Water Facility	Administrative Assistant	
H	Parks and Recreation	Administrative Assistant	
H	Selectboard	Administrative Assistant	
H	Town Clerk	Administrative Assistant	
H	Libraries	Library Technician	Cataloguer/Technician
I	\$18.07 to \$23.58		
I	DPW	Custodian	
I	DPW	Transfer Station Attendant	
I	Libraries	Library Assistant	

**AMENDMENT TO SITE READINESS PROGRAM TECHNICAL ASSISTANCE  
TO PUBLIC ENTITY RECOVERABLE  
GRANT AGREEMENT**

THIS AMENDMENT TO RECOVERABLE GRANT AGREEMENT (“Amendment”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having an office at 99 High Street, 11<sup>th</sup> Floor, Boston, MA 02110 (“MassDevelopment”) and **TOWN OF MONTAGUE** a Massachusetts municipal corporation having a mailing address at One Avenue A, Turners Falls, Massachusetts 01376 (the “Recipient”). Each of MassDevelopment and Recipient is herein sometimes referred to as a “Party” and, together, the “Parties”.

**RECITALS**

WHEREAS, Recipient and MassDevelopment entered into that certain Recoverable Grant Agreement for the Commonwealth Site Readiness Program Technical Assistance dated as of March 4, 2024, (the “Agreement”); and

WHEREAS, Recipient and MassDevelopment wish to amend the Agreement to provide the Parties and Consultant Team with additional time to complete the Project; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent of being legally bound, MassDevelopment and Recipient hereby agree as follows:

1. The language of Section 6 of the Agreement (as first amended) “Term.”, is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall commence upon the Effective Date established above and shall expire at 11:59 P.M. on June 30, 2026.”

2. Effect of Amendment. Except as modified by this Amendment, the Agreement and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed, and MassDevelopment and Recipient hereby agree that the Agreement remains in full force and effect. In the event of any conflict between the terms contained in this Amendment and the Agreement, the terms of this Amendment shall supersede and control the obligations and liabilities of the parties.
3. Successors and Assigns. Each of the covenants, conditions, and agreements contained in this Amendment shall inure to the benefit of and shall apply to and be binding upon MassDevelopment and Recipient and their respective heirs, legatees, devisees, executors, administrators and permitted successors and assigns.

4. Miscellaneous. This Amendment becomes effective only upon execution and delivery hereof by MassDevelopment and Recipient. The captions of the paragraphs and subparagraphs in this Amendment are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.
5. Authority. Each of MassDevelopment and Recipient guarantees, warrants and represents that the individual or individuals signing this Amendment on its behalf have the power, authority and legal capacity to sign this Amendment on its behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed.
6. Counterparts; Facsimile and PDF Signatures. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A facsimile or portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed and delivered by their duly authorized representatives as of the date written above.

Approved as to form:

**MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY**

\_\_\_\_\_  
Agency Counsel

\_\_\_\_\_  
Name: Gary Walker  
Title: Interim EVP Real Estate

**TOWN OF MONTAGUE**

By: \_\_\_\_\_  
Name:  
Title:

[Signature page to Amendment to Grant Agreement between MassDevelopment and Town of Montague, Site Readiness Program]

Date: 6/18/2025  
Project No.: 21875  
To: Sam Urkiel  
From: Lisa M. Muscanell-DePaola, PE  
Subject: Turners Falls Sewer Rehab – Contract Change Order No.2

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Change Order No 2 includes two items:

- 1) Balancing Change order of final quantities
- 2) Increase to the allowance for uniformed police officer invoicing due to cost over-run

There will be no change to the contract timeline allowed for the change in scope of work. The date for substantial completion remains the same as June 15, 2025, and the date for final payment remains the same as July 15, 2025 due to the deadlines associated with the project funding.

A summary of the approved additions and deletions to the project included in Change Order No. 1 are as follows:

1. Balancing change of contract quantities to match final quantities

There was one quantity over-run on the project. In the final quantities Item #3 – interior chimney seals, ended up 1 over the quantity as amended in Change Order #1. Therefore, as part of this change order, we are increasing the quantity of Item #3 by 1, at a unit price of \$1,000. **The contract value is increased by \$1,000.**

2. Additional allowance for uniformed police officers - Bid Item 13

This bid item was an allowance to cover invoices from uniformed police officers to assist with traffic control. Due to the increased scope of work from change order 1, as well as some additional areas where police officer details were required, the final invoicing from the police exceeded the originally estimated allowance. The Bid allowance for police officers was \$10,000. The final sum total of invoices from the police for the project was \$21,255. The invoices for the police details will be attached to the pay request. **Therefore, we have increased the allowance as part of this balancing change order by \$11,255, to make the allowance match the total of the invoicing.**

3. Update to Contract Price

Based on Items 1 and 2 above, the total increase to the contract cost as a result of this change order is \$12,255.

The summary of the changes to the contract value is presented on the following page:

The original contract price	\$194,850.00
Change in contract price due to Change Order No. 1	\$87,650.00
Total contract price, incorporating Change Order No. 1	\$282,500.00
Change in contract price due to Change Order No. 2	\$12,255.00
Total contract price, incorporating Change Order No. 2	\$294,755.00

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SECTION 00941

CHANGE ORDER NO.: 1

Owner: Town of Montague  
 Engineer: Wright-Pierce  
 National Water Main Cleaning  
 Contractor: Company  
 Project: Turners Falls Sewer Rehab  
 Contract Name:  
 Date Issued: 06/18/2025  
 Owner's Project No.:  
 Engineer's Project No.: 21875  
 Contractor's Project No.:  
 Effective Date of Change Order: 06/18/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Updating bid item quantities and prices to reflect the work actually performed.

Attachments:

Change in Contract Price	Change in Contract Times [as days or dates]
Original Contract Price: \$ 194,850.00	Original Contract Times: Substantial Completion: June 15, 2025 Ready for final payment: July 15, 2025
Increase from previously approved Change Order No.1: \$ 87,650.00	No Change from previously approved Change Orders Substantial Completion: n/a Ready for final payment: n/a
Contract Price prior to this Change Order: \$ 282,500.00	Contract Times prior to this Change Order: Substantial Completion: June 15, 2025 Ready for final payment: July 15, 2025
Increase this Change Order: \$ 12,255.00	No Change this Change Order: Substantial Completion: n/a Ready for final payment: n/a
Contract Price incorporating this Change Order: \$ 294,755.00	Contract Times with all approved Change Orders: Substantial Completion: June 15, 2025 Ready for final payment: July 15, 2025

Recommended by Engineer (if required)

Accepted by Contractor

By:

Title: Project Manager

Date: 06/18/2025

Authorized by Owner

By:

Title:

Date:

Approved by Funding Agency (if applicable)

END OF SECTION