

**MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, June 30, 2025**

**AGENDA**

**Join Zoom Meeting <https://us02web.zoom.us/j/89675667556>**

**Meeting ID: 896 7566 7556    Passcode: 271524    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. 6:30PM    Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30    Approve Minutes: Selectboard Meeting June 16, 2025
3. 6:30    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. 6:32    **Jennifer Luciano, Turners Falls Softball**
  - Request Use of Public Property at Corner of Avenue A & 3rd Street and Corner of Avenue A and 7th Street for a Helmet Drive Fundraiser for Championship jackets and banquet
5. 6:35    **Suzanne LoManto, RiverCulture**  
Pocumtuck Homeland Festival
  - Requests road closure of First Street between L and Unity Park Hill between 9am and 6pm on August 1-3, 2025
  - Requests Entertainment Permit for August 1-3, 2025
  - Execute Agreement with Northfield Mountain LLC/FirstLight MA Hydro for use of property along the river for Pocumtuck Homeland Festival, August 1-3, 2025
6. 6:45    **Personnel Board**
  - Discuss and authorize charge for Police Chief Hiring Committee
  - Police Department requests a Phone Stipend for Timothy Momaney at current rate of \$5.77 per week
  - Review and execute collective bargaining agreement with National Association of Government Employees for period 7/1/2025 to 6/30/2028
  - Memorandum of agreement with United Electrical, Radio and Machine Workers of America, Local 274 relating to health insurance stipend
  - Review and execute collective bargaining agreement with United Electrical, Radio and Machine Workers of America, Local 274 for period 7/1/2025 to 6/30/2028
  - Appoint Judith Lorei to Cemetery Commission for a 3-year term effective July 1, 2025 to June 30, 2028
  - Appoint Annabel Levine to Cemetery Commission for a 3-year term effective July 1, 2025 to June 30, 2028
  - Appoint Mary Mattiace to Cemetery Commission for a 3year term effective July 1, 2025 to June 30, 2028
  - Temporarily rescind 6/16/25 appointment of Sam Stevens as CWF Foreman and Tim Little as CWF Lead Operator
  - To Approve Annual Appointments as set forth in the attached list

**Montague Selectboard Meeting**  
**June 30, 2025**  
**Page 2**

7. 7:10 Authorize Payment In-lieu of Taxes (PILOT) agreement pursuant to G.L. c. 59 § 38H(b) with FirstLight MA Hydro LLC for fiscal years 2026 through 2035.

8. 7:20 **Assistant Town Administrator's Business**

- Authorize contract with Schwartz/Silver, Inc for architectural and design services for the planning and design of the Montague Public Libraries Main Branch project. Contract value is \$150,900.00 to be funded by Massachusetts Public Library Construction Grant Program (MPLCP) and Town appropriation
- Approval of Change Order with Mountain View Landscapes and Lawncare, Inc. Change order value is a credit of \$7,365.04 to the Town.
- Other Updates

9. 7:30 **Town Administrator's Business**

- Cable Television Renewal License Updates: draft license with Comcast for term 9/1/2025 to 8/31/2035 ready for public hearing
- Announce annual Canal Drawdown 9/21 to 9/27, emergency work at turners Fall dam week of July 7
- Topics not anticipated in the 48-hour posting requirements

**Next Meeting:**

- Selectboard, Monday, July 7, 2025, at 6:30PM, 1 Avenue A, and via ZOOM.

# 2025 APPOINTMENTS

1 YEAR APPOIINTMENTS	Term Expiration
<b>ALTERNATE BUILDING INSPECTOR</b>	6/30/2026
David Jensen	
<b>AUCTION PERMIT AGENT</b>	6/30/2026
Wendy Bogusz	
Tina Sulda	
<b>BATTLEFIELD GRANT ADVISORY COMMITTEE</b>	6/30/2026
Mark Andrews	
Tim Blagg	
David Brule	
Kit Carpenter	
Joe Graveline	
Rich Holshuh	
Roger Longtoe Sheeh	
John Nove	
Elizabeth Santana Kiser	
Bettina Washington	
<b>CHIEF PROCUREMENT OFFICER</b>	6/30/2026
Walter Ramsey	
<b>CONSERVATION COMMISSION - ASSOCIATE MEMBER</b>	6/30/2026
Albert Averill	
<b>CONSTABLE</b>	6/30/2026
Christopher Williams	
<b>COUNCIL ON AGING</b>	6/30/2026
Linda Ackerman	
Debra Bourbeau	
Elsie Gilman	
Mary Hildreth	
Barbara Kuklewicz	
<b>COUNCIL ON AGING DIRECTOR</b>	6/30/2026
Roberta Potter	

<b>CULTURAL COORDINATOR</b>	6/30/2026
Suzanne LoManto	
<b>EMERGENCY MANAGER</b>	6/30/2025
John Zellmann	
<b>ENERGY COMMITTEE</b>	6/30/2026
Jason Burbank	
David Dempsey	
Ariel Elan	
Pamela Hanold	
Sarah (Sally) Pick	
Raymond Seybold	
Timothy Van Egmond	
<b>F. C. SOLID WASTE MANAGEMENT DISTRICT 2</b>	6/30/2026
Christopher Boutwell, Sr.	
<b>FOREST WARDEN</b>	6/30/2026
Richard Sawin, Jr.	
<b>FOREST WARDEN - DEPUTY</b>	6/30/2026
Kyle Cogswell	
<b>FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS</b>	6/30/2026
Richard Kuklewicz	
<b>FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS - Alternate</b>	
Walter Ramsey	
<b>FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS - PLANNING REP</b>	6/30/2026
Elizabeth Irving	
<b>FRCOG PLANNING BOARD - SELECTBOARD REP</b>	6/30/2026
Maureen Pollock	
<b>FRTA ADVISORY BOARD</b>	6/30/2026
Richard Kuklewicz	
Jeffrey Singleton	

<b>GAS &amp; PLUMBING INSPECTOR</b>	6/30/2026
John Letourneau	
<b>GAS &amp; PLUMBING INSPECTOR - ALTERNATE</b>	6/30/2026
Jeffrey Bach	
<b>MASS IN MOTION INITIATIVE</b>	6/30/2026
Eileen Dowd	
Caitlin Kelley	
Eileen Mariani	
Ryan Paxton	
Maureen Pollock	
Roberta Potter	
Roy Rosenblatt	
<b>PLANNING AND CONSERVATION AGENT</b>	6/30/2026
Maureen Pollock	
<b>REGIONAL EMERGENCY PLANNING COMMITTEE (REPC)</b>	6/30/2026
John Zellmann	
<b>SIX TOWN REGIONALIZATION COMMITTEE</b>	6/30/2026
Dorinda Bell-Upp	
<b>TAX TITLE CUSTODIAN</b>	6/30/2026
Eileen Seymour	
<b>TOWN COUNSEL</b>	6/30/2026
K-P Law	
<b>TREE ADVISORY COMMITTEE</b>	6/30/2026
William Codington	
David Detmold	
Charles Walke Korby	
Annabel Levine	
Eli Smith	
Tom Sullivan	
Jeffrey Warren-Pukis	
Julie Morse	

<b>TREE WARDEN</b>	6/30/2026
Jason Kingsbury	
<b>VETERAN'S BURIAL AGENT</b>	6/30/2026
Christopher Demars	
<b>VETERAN'S DIRECTOR</b>	6/30/2026
Christopher Demars	
<b>WELLS TRUST</b>	6/30/2026
Ron Sicard	
<b>WIRING INSPECTOR</b>	6/30/2026
Harry Kuendel	
<b>WIRING INSPECTOR - Alternate</b>	6/30/2026
Todd Weed	
<b>ZONING BOARD OF APPEALS - ALTERNATE</b>	6/30/2026
Peter Lapachinski	

**3 YEAR APPOINTMENTS**

<b>AIRPORT COMMISSION</b>	6/30/2028
David Brule	
Seth Rutherford	
<b>CONSERVATION COMMISSION</b>	6/30/2028
Sean Werle	
Tobias Carter	
<b>ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION</b>	6/30/2028
James Mussoni	
Richard Ruth	
<b>HISTORICAL COMMISSION</b>	6/30/2028
Chris Clawson	
Ed Gregory	
Janel Nockelby	
<b>PLANNING BOARD</b>	6/30/2028
Ron Sicad	
Sage Winter	

<b>REGISTRAR OF VOTERS</b>	6/30/2028
Tina Sulda	

**5 YEAR APPOINTMENT**

<b>ZONING BOARD OF APPEALS</b>	6/30/2030
Joshua Lively	



# Board of Selectmen Town of Montague

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

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

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

Name of applicant: Jennifer Luciano

Address of applicant: 19 Randall Wood Dr. Montague, MA

Phone # of applicant: 203-449-7353

Name of organization: Turners Falls Softball

Name of legally responsible person: Jennifer Luciano

Location of assembly: [Corner of Ave A + 3rd] and [Corner of Ave A. + 7th]

Date of assembly: 7/3/25

Time of assembly: Begin: 3pm End: 6pm

Number of expected participants: 20

If a procession/parade:

Route: \_\_\_\_\_

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

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

Subject of demonstration: Helmet Drive Fundraiser for Championship jackets and banquet

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

\*\*\*\*\*

Signatures:

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

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

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

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



Board of Selectmen  
Town of Montague

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

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

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

Name of applicant: Suzanne LoMauto  
Address of applicant: 1 Avenue A, Turners Falls  
Phone # of applicant: 413-863-3200 ext 115  
Name of organization: River Culture  
Name of legally responsible person: T. O. M.  
Location of assembly: Unity Park / Unity Park River front  
Date of assembly: August 1-3 / 2025  
Time of assembly: Begin: \_\_\_\_\_ End: \_\_\_\_\_  
Number of expected participants: \_\_\_\_\_

If a procession/parade:  
Route: 12th annual Pocumtuck Homelands Festival  
Number of people expected to participate: \_\_\_\_\_  
Number of vehicles expected to participate: \_\_\_\_\_

Subject of demonstration: Street closure: First ST.  
See map

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

\*\*\*\*\*

Signatures: \_\_\_\_\_ Date: 6-24-25

Police Chief: \_\_\_\_\_  
Comments/Conditions: \_\_\_\_\_

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

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

June 23, 2025

Submitted by: Suzanne LoManto

Director of RiverCulture

Re: Pocumtuck Homelands Festival, August 2-3 2025

Montague Select Board,

The Pocumtuck Homelands Festival is now in its twelfth year, August 2-3, 2025. As in previous years, the event will feature Native American music, drumming, dance, storytelling, demonstrations, craft vendors, and history talks on the Unity Park riverfront. Activities are scheduled for Saturday from 10am-6pm and Sunday 10am-5pm. Set-up will happen on Friday, August 1.

RiverCulture requests permission to close off part of First Street during festival hours from the top of Unity Hill to the corner of L Street. Diverting traffic away from the festival creates a more peaceful and safe festival going experience. Parking will not be affected. Cars can enter Unity Park at Second Street. RiverCulture will make appropriate arrangements with the Montague DPW for road barricades, highways cones and parking signs. Additionally, RiverCulture will be the liaison with the Montague Board of Health regarding food trucks, trash removal and porta potties. (Please see map)

**RiverCulture is seeking permission to co-host this event with The Nolumbeka Project. A contract from FirstLight Power is attached for your signature.**

Thank You,

A handwritten signature in black ink, appearing to read 'Suzanne LoManto', with a stylized flourish at the end.

Suzanne LoManto



**PARKING**

Around Town Hall, side streets and Unity Park. The fish ladder parking lot is reserved for ADA.

**RESTROOMS AND HANDWASHING**  
Parks and Rec Building and Near L Street



**FOOD**

Across from the Parks and Rec building where we will get running water and electricity.

**FIRST STREET CLOSURES**

Unity Park Hill, outlet at the Unity Park Parking Lot and L Street.



TOWN OF MONTAGUE APPLICATION FOR AN ENTERTAINMENT LICENSE SPECIAL AND REGULAR

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS) CHAPTER 140, SECTION 181

Date of Application: 6/23/25 Date Approved: Fee: 0

To the Local Licensing Authority: The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 during the following hours:

Table with columns for days of the week (Sunday through Wednesday) and times (from/to). Includes handwritten entries for 6/3, 10 to 6pm, 8/1, 5 to 7pm, 8/2, 10 to 6pm.

This is a "special entertainment permit" request? DATE: { yes } { no }

This is an annual renewal? Homelands Festival { yes } { no }

1. NAME OF APPLICANT: Suzanne LoMantano TELEPHONE: 413-863-3200
2. D/B/A: Riverculture
3. PREMISES: Unity Park RIVERFRONT BUSINESS PHONE: ext 115

4. The specific categories of licensed entertainment sought to be approved are: Radio Jukebox Video Jukebox Pinball Machines Wide Screen TV Television/Cable Pool Tables

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

Dancing by patrons size of floor
Instrumental Music number of instruments & amplifiers
Live Vocalists number of persons/type of show
Exhibition type
Trade Show type
Athletic Event type
Play type
Readings of Poetry or other
New Years Eve "after midnight entertainment"

Indoors: Size of area to be used: Allowed: Number of People: Allowed:
Outdoors: Size of area to be used: Available Parking:
Alcohol to be served: NO

Applicant Signature \*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Board of Health Date Fire Department, Chief Date
Police Department, Chief Date Board of Selectmen, Chairman Date
Inspector of Buildings Date

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

This LICENSE AGREEMENT (the "License Agreement" or "License") is made effective as of the date fully executed below by and between **FirstLight MA Hydro LLC and/or Northfield Mountain LLC**, as Delaware limited liability companies in their capacity as the licensee of the Turners Falls Hydroelectric Project, FERC License #1889 and/or Northfield Mountain Project No. P-2485, ("FirstLight" or "Licensor") and **the Town of Montague**, a municipality duly organized under the laws of the Commonwealth of Massachusetts (the "Licensee").

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

1. DEFINED TERMS.

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

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

2. TERM AND TERMINATION.

- A. The Term of this License shall commence upon and continue for the period designated on Exhibit B, subject to earlier termination pursuant to the provisions set forth herein. Notwithstanding the designated Term, this License shall terminate: (i) immediately upon the date that this License is recorded without the prior written consent of FirstLight; (ii) upon Licensee's failure to cure a default by Licensee hereunder, following written notice and expiration of the cure period, if any, of such default from

Licensors to Licensee, if the terms hereof expressly provide for such notice and a right to cure; or (iii) if this License would prevent Licensor from complying with any present or future law, license, regulation, rule, order or decree of any governmental or regulatory authority; or (iv) if Licensor is required to do so by any governmental or regulatory authority; or (v) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use.

- B. If termination of this License is required by any governmental or regulatory authority, such termination shall occur on the date so required by said governmental or regulatory authority. If no such date is specified by said governmental or regulatory authority, this License shall terminate upon seven (7) days prior written notice to Licensee.
- C. Termination of this License shall not affect Licensee's obligations under this License Agreement that arose on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement. This License Agreement may be terminated at any time by either party upon providing prior written Notice as set forth in Section 14, B.

3. ENFORCEMENT.

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

4. NO WARRANTIES.

LICENSOR MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE, FITNESS OR CONDITION OF THE PROPERTY OR THE FACILITY, EXPRESS OR IMPLIED, OF ANY KIND, AND LICENSEE USES EACH IN "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS. Licensee hereby acknowledges that it has inspected the Property and has determined that it is suitable for Licensee's Use, that it is not relying on any oral or written representation by FirstLight concerning the Property, and that Licensor is under no obligation to maintain the Property for Licensee's Use.

5. RIGHTS OF OTHERS.

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

6. COMPLIANCE WITH LAWS.

A. Licensee understands FERC requires that (i) use of Project land and/or waters by third parties pursuant to a license issued by Licensor not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, (ii) any such third parties take all reasonable precautions to ensure that the construction, operation, and maintenance of structures and facilities covered by this License occur in a manner that protects the scenic, recreational, and other environmental values of the Projects, and (iii) any such third parties not restrict public access to Project lands and/or waters.

B. Licensee at its sole cost and expense shall comply with all local, county, state or federal laws, codes or ordinances of any description applicable to the Facility and Licensee's Use of the Property including but not limited to zoning, building, engineering, sanitation, health, wetlands, or other environmental laws, and shall promptly remedy any breach of the same. As a condition of entering into the License Agreement, Licensee shall provide evidence reasonably satisfactory to Licensor that all required consents and permits are in force for Licensee's Use.

C. Licensee understands and agrees that FERC reserves the right to require FirstLight to take reasonable remedial action to correct any violations for the protection and enhancement of the Project's scenic, recreational and other environmental values. Licensee shall promptly remedy Licensee's breach of any law, regulation, permit, license, or term or condition of this License Agreement with respect to the Property or the Facility, at Licensee's sole cost and expense. If Licensee fails or refuses to comply or remedy any such breach, then any cost and expense incurred by Licensor in effecting such compliance or remediating any such breach shall be immediately reimbursed by Licensee upon demand.

D. Licensee shall not at any time use or store or allow to be released or discharged any pollutant, "hazardous waste" or "hazardous substance" (as those terms may be defined by any applicable federal, state or local law, rule or regulation), or oil, petroleum, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively "Hazardous Substances") on the Property, except of such types and in such quantities and containers as are reasonably necessary for the use of the Property as contemplated herein (for example, handheld containers of gasoline for lawnmowers or boats) and are stored in amounts and containers permitted by applicable environmental, health and safety laws and regulations. Upon Licensor's request, Licensee shall provide evidence reasonably satisfactory to FirstLight that all required consents or permits are in force for Licensee's Use of the Property.

E. Licensor shall conduct, or cause to be conducted, such environmental inspections, site

assessments and tests at such times and to such extent as required by law or any regulatory agency or as reasonably warranted due to the Use of the Property by the Licensee, to monitor the environmental conditions of the Property and the Project waters, provided that such inspections, site assessments, and tests shall not unreasonably interfere with Licensee's Use of the Property and the Project waters. Licensee shall bear the full cost and expense of any such inspections, site assessments and tests, including any related laboratory fees. Licensee shall indemnify and hold Licensor harmless from and against any claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, including without limitation, attorneys', consultants' and laboratory fees, incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Property or to the Project waters from use of the Property by Licensee or those otherwise permitted on the Property by Licensee, any required clean-up or other remedial action on the Property and/or a lien on the Property in favor of any governmental authority for clean-up or other remedial action for such use by such parties.

- F. In the event that archeological materials or human remains are found by Licensee or any party acting on behalf of Licensee during any ground-disturbing activities at or near the Property or the Project, Licensee shall stop such activity immediately and immediately notify FirstLight of such findings. No such further activity shall be permitted until Licensor has notified Licensee in writing.

7. PRIORITY OF FIRSTLIGHT OPERATIONS AND RIGHT TO ENTER.

- A. Licensee acknowledges that the License is subject to the terms and conditions imposed by the FERC Project licenses or to be imposed by FERC in connection with any order relative to or affecting this License or any new license issued by FERC for the Project during the term of the License. FirstLight shall have the right to impose additional conditions upon Licensee's use of the Property to assure the safety of Licensor's facilities which are presently or may in the future be located within or in the vicinity of the Property. Licensee shall permit equal and unobstructed use of the Property by all members of the public regardless of race, creed, religion or sexual orientation and in compliance with all federal, state and local laws, regulations, ordinances and requirements.
- B. The operations of the FERC Projects shall have priority over the License herein granted. Following the expiration or earlier termination of this License Agreement, Licensor will not have any obligation to accommodate Licensee's Use.
- C. Licensee acknowledges and agrees that (i) the purpose of the Project is for the generation of electric power; (ii) this License does not affect Licensor's right to alter the level of the Project waters, between 176 and 185 feet above sea level as measured at the Turners Falls Gatehouse, or otherwise continue its use of such waters for its business purposes and Licensor is under no obligation, either direct or implied, to maintain the level of the Project waters at any given point; and (iii) the use of the Property and the exercise of any rights granted hereunder shall not in any way or at any time interfere with any use to which Licensor may put the Project waters or the Property (including, but not limited to, changing the levels of the waters (up or down), by adding or withdrawing water, flooding

with water and ice of the Property or any draining of the Project waters) in connection with the operation of the FERC Projects.

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

#### 8. INDEMNIFICATION.

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

#### 9. LICENSEE'S WARRANTIES.

Licensee warrants that (i) its use of the Property and Project waters covered by this License shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, and (ii) it shall take all reasonable precautions to ensure that the construction, operation and maintenance of all structures, improvements and facilities authorized by this License will occur in a manner that protects the scenic, recreational, and other environmental values of the Project, and (iii) it shall not unduly restrict public access to Project lands and/or waters; and (iv) it will undertake all reasonable measures to ensure that debris, litter, bottles and any other materials are not thrown, dumped or otherwise deposited into the Project land and/or waters and will promptly clean up any such items that are in the Project waters and are traceable

to its operations.

10. INSURANCE.

- A. Licensee must provide to Licensor at least 7 days prior to the start of the Term of this License a certification of liability insurance coverage with respect to the Facility on Acord form 25 or its equivalent, evidencing commercial general liability insurance, with limits of at least \$2,000,000 per occurrence aggregate for bodily injury and property damage. The insurance certificate must identify the location of the Property, and such insurance coverage must be maintained for the Term of this License.
- B. All insurance policies required to be maintained by Licensee pursuant to this License shall be endorsed to: (i) name Licensor, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to Licensor prior to any cancellation or material change in any insurance policy; and (iii) provide a waiver of subrogation in favor of Licensor.
- C. To the extent applicable, Licensee shall guaranty and ensure that its contractors, subcontractors, agents or representatives performing work or services on the Property have obtained insurance coverages at the limits specified in this License. Licensee will be required to provide evidence of compliance with this section promptly when requested by Licensor. Failure to comply with this section may result in Licensor's termination of this License.

11. DEFAULT AND REMEDIES.

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

12. FORCE MAJEURE.

To the extent either party is prevented by Force Majeure, as hereinafter defined, from carrying out, in whole or part, its obligations under this License and such party (the "Claiming Party") gives written notice and details of the Force Majeure to the other party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this License (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The party affected by Force Majeure will use

commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations as soon as possible; provided, however, that neither party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues. For purposes of this License, "Force Majeure" shall mean any event or circumstance having an adverse effect upon a party's ability to perform pursuant to this License if such event or circumstance is beyond the party's reasonable control. "Force Majeure" events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of governmental authorities, and strikes or lockouts which materially affect, impact or impede obligations under this License

13. IMPROVEMENTS AND RESTORATION.

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

14. GENERAL PROVISIONS.

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

Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

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

FirstLight : Attn: Land Management Dept.  
Northfield Mountain  
P.O. Box 100  
Erving, MA 01344  
[land.management@firstlight.energy](mailto:land.management@firstlight.energy)  
[recreation.management@firstlight.energy](mailto:recreation.management@firstlight.energy)

With a Copy to:

Legal Department  
FirstLight Power  
100 District Avenue, Suite 102  
Burlington, MA 01803  
[legal.notices@firstlight.energy](mailto:legal.notices@firstlight.energy)

Licensee:

**Town of Montague**

**1 Avenue A, Turners Falls,  
MA, 01376**

**Assistant.planner@montague-  
ma.gov**

**(413)-863-3200 ext. 115**

- C. MISCELLANEOUS. This License Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns; (v) is not intended to inure to the benefit of any third party beneficiary; and (vi) shall be construed without any provision that is found to be invalid or unenforceable to the extent required to give effect to the remainder of its terms.
- D. APPLICABLE LAW. This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws provisions thereof. Any action or proceeding by either party to enforce or interpret this License shall be brought in federal or state court, as appropriate, located in Massachusetts, and Licensee hereby irrevocably and unconditionally waives its right to challenge its agreement that all such actions and proceedings shall be filed in federal or state court in Massachusetts. Both parties hereby waive a right to trial by jury in any such action.
- E. LEGAL FEES. In the event that a party initiates a legal proceeding to enforce the terms of this License, the prevailing party as determined by a final, non-appealable order from a court of competent jurisdiction, shall be entitled to recover its legal costs, fees and expenses arising out of such enforcement proceeding.
- F. NO ESTATE CREATED; PREREQUISITE TO ENTRY. This License Agreement shall not be construed as creating or vesting in Licensee any easement or interest in the Property, but only the limited right of Use under the License hereinabove described. Licensee shall have no right to enter the Property with respect to the Use until FirstLight has received a fully-executed counterpart of this License and Licensee's evidence of insurance coverage in accordance with the requirements of this License Agreement.

- G. CONFIDENTIALITY. Licensor and Licensee agree that the terms of this License Agreement are considered confidential and proprietary, and may not be disclosed by either Licensor or Licensee to any third party (except FirstLight's or Licensee's attorneys, contractors and consultants) without the prior written consent of the other party; provided, however, such terms may be disclosed by either party where required by law or by order or direction of any court, commission or other administrative or governmental authority having jurisdiction over the subject matter of the License or the operations and assets of Licensor or Licensee.
- H. NO TRANSFER OR RECORDING. This License is personal to Licensee and shall not be assigned, transferred or recorded by Licensee without the express written consent of FirstLight, which consent may be withheld in Licensor's sole and absolute discretion. Any breach of the terms of this paragraph shall render this License immediately terminable at the option of Licensor. Licensor's right to terminate this License under this paragraph shall not be subject to any cure rights provided herein.
- I. CORPORATE LICENSEE: If Licensee is a corporation, partnership, limited liability company, trust or other entity, then: (i) each individual executing this License on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of such entity and that such entity has the power and authority to enter into this License and perform its obligations hereunder; (ii) Licensee represents that such entity is duly formed and is in good standing in its jurisdiction of formation and in Massachusetts; (iii) Licensee shall maintain its existence and good standing for as long as this License shall remain in effect; (iv) no ownership or beneficial interest in such Licensee shall be assigned or transferred without the prior written consent of FirstLight; and (v) Licensee shall promptly notify Licensor of any change in its name, existence, jurisdiction of formation or qualification to do business in Massachusetts. Upon request from FirstLight, Licensee shall deliver evidence of such entity's formation, authorization to do business, authorized officers or other representatives, or other entity information reasonably requested.
- J. INSPECTION. FirstLight reserves the right to inspect the Property and Facility to determine whether Licensee is in compliance with the terms and conditions of this License. The failure of Licensor to inspect the Property or the Facility shall not relieve Licensee of any obligation to maintain the Property and the Facility in accordance with the terms and conditions of this License.
- K. EXERCISE OF RIGHTS. Any failure of a party to exercise its rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

**IN WITNESS WHEREOF**, the parties have caused this License Agreement to be executed as of the date last listed below by their duly authorized representatives.

**LICENSOR:**

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

Name: Brian D. Wood

Title: Senior Land Manager

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

**LICENSEE:**

**[ APPLICANT**

**INFORMATION ]**

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

Name: \_\_\_\_\_

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

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

**EXHIBIT A**  
License Property

That certain property owned by Licensor as shown on the map below:



**EXHIBIT B**  
(Short Term Use)

1. USE.

This License is granted to Licensee to: Have the 12th Annual Pocumtuck Homelands Festival Co-sponsored by RiverCulture and the Nolumbeka Project : Native American Art, Music, History and Cultures Canalside Rail Trail Riverfront between the First Street parking lot and the fish ladder parking lot. Friday August 1: Set up including tents and booth locations. Food vendor equipment load-in. Tree ceremony in honor of Tom Porter, Mohawk, 5pm Saturday August 2: All Day. Festival hours are 10am to 5pm. Sunday August 3: All Day. Festival Hours 10am-5pm. 5-9pm Clean up.

Property will be thoroughly clean after the Use, with absolutely no materials or evidence thereof, left on the Property.

2. FACILITY.

Any tents, tables, chairs, porta-potties or other improvements to support the Use.

3. CONDITIONS AND RESTRICTIONS.

A. Licensee shall:

- i. Be solely responsible for any erosion on the Property caused or exacerbated by the Use. In the event that FirstLight determines, in its sole discretion, that erosion within one-hundred feet (100') of the Use on the Property was caused or exacerbated by the acts of the Licensee and Licensee fails to adequately remedy or repair such erosion (the "Erosion Repair") to the reasonable satisfaction of Licensor within thirty (30) days of FirstLight's notice thereof, then Licensor may conduct such Erosion Repair at Licensee's cost and expense, and any such charge shall be due and payable to FirstLight within thirty (30) days of the date of the invoice therefor. In addition, Licensor may require Licensee to plant and maintain native vegetation in order to reduce erosion and run-off from the Property into the Connecticut River, which work shall be performed by Licensee at Licensee's expense.
- ii. Immediately cease all work on and Use of Licensor's property upon notification from Licensor of a license violation.
- iii. Comply with any and all reasonable conditions imposed by the Licensor from time to time in writing, as the same may be modified and/or amended from time to time by Licensor. Licensor specifically reserves the right to remove unauthorized contractors from the property and shall not be responsible for any costs to Licensee associated with such removal.

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

- i. any use, other than the Use, of the Property; or

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

4. TERM.

The Term shall commence on 08/01/2025 at 7:00 a.m.), Eastern Time (ET) and will expire on (08/03/2025 at 10:00 p.m.), ET, unless sooner terminated as provided in the License Agreement.

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

5. LICENSE FEE.

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



## Montague Police Chief Search Committee

The Montague Selectboard charges the Police Chief Search Committee with the responsibility of guiding the chief's search process. The committee shall provide to the Selectboard a list of qualified unranked finalists from which the Selectboard shall interview and may hire for the Police Chief position.

1. Purpose: To thoroughly screen applicants for the position of Chief of Police, to interview qualified candidates, and provide a list of qualified unranked finalists from which the Selectmen shall interview and may hire for the Chief's position.
2. It will be the responsibility of the Selectboard or its designee, after securing the appropriate releases from the finalists, to conduct reference and background checks for all finalists and then to secure the required confidential physical, psychological, credit and reference checks of the candidate the board selects to be the Chief of Police.
3. Procedures: Advertise the position and conduct screenings and interviews in executive sessions. All application materials must be treated with the strictest confidentiality.
4. Selection of Candidates as Finalists:
  - i) Candidate demonstrates a thorough knowledge of an experience with Massachusetts General Laws, policies and procedures related to police work;
  - ii) Candidate demonstrates a high level of personal integrity and self- confidence, but also demonstrates ability to work with a wide variety of personalities in both the Police Department and within a small town;
  - iii) Candidate demonstrates ability to manage a police department that currently includes 18 officers and dispatch. Candidate demonstrates ability to lead a department in a positive manner.
  - iv) Meet all other requirements of the job description for the Chief of Police.
  - v) Ability to document experience in a supervisory capacity.

5. The Committee shall be composed of no more than five (5) regular members and one (1) alternate regular member. A quorum of the Committee is based on five members. Membership will include the Town Administrator, one officer from MPD, one selectboard member, and at least one town resident. The town residents appointed to this committee may have backgrounds in public safety, finance, management, or other related field. The current Police Chief shall serve and an ex-officio (non-voting) member of the Committee. Members will be appointed by the Selectboard.
6. The election of officers including at least a Chairman and Clerk to keep minutes (minutes of executive session must be approved in executive session and held in confidence until search is complete).
7. The Committee shall comply with the "Open Meeting Law" and shall be governed by the "Conflict of Interest Laws". The recording of minutes and votes of all meetings as prescribed by the Open Meeting Law.
8. This charge may be amended by the Selectboard at any time and the Selectboard may disband the committee if they deem it unnecessary. The Police Chief Search Committee will disband at the completion of the Police Chief Search.

Approved by the MONTAGUE SELECTBOARD on June 30, 2025,

Matt Lord, Chair

Richard Kuklewicz

Marina Goldman



# Montague Police Department

180 Turnpike Road  
Turners Falls, MA 01376

(413) 863-8911  
(413) 863-3210 (fax)



## CELL PHONE STIPEND AUTHORIZATION REQUEST

Application Date: 6-22-25

Employee Name:

*Timothy Momaney*

Department:

**Montague Police**

Please estimate work time percentage spent "out of office" weekly/monthly.

50 % (weekly)  
50 % (monthly)

Prioritize those situations which are critical to your being reached while out of the office. It will be expected that cell phones are on while away from your office.

**A lot of Sensitive information that can't be shared by radio is communicated by cell phone. Cell phones are also necessary so the officer can be reached when there is an emergency taking place or vacant shifts that need to be filled.**

**Supervisors need to be able to make contact with the officers at all times to discuss cases, investigations and share pertinent information so cell phones are a very important piece of electronic communication equipment for our agency.**

Chief of Police *[Signature]*

Do you currently use a cell phone for work purposes?

YES

NO

If yes, estimate how many minutes per month? \_\_\_\_\_

Reserved for use by Board of Selectmen:

Approved by Selectmen:

Effective Date: \_\_\_\_\_

Disapproved by Selectmen:

Voted: \_\_\_\_\_

Current Rate: \$5.77 a week

**AGREEMENT BY AND BETWEEN**

**THE TOWN OF MONTAGUE, MASSACHUSETTS**

**AND**

**NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

**JULY 1, ~~2022-2025~~ - JUNE 30, ~~2025~~2028**

Revision Date: ~~10/\_\_\_/2022~~ May\_\_\_, June 17, 2025

## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
<b><i>TOWN AND UNION RELATIONSHIP</i></b>		
1	Agreement.....	1
2	Purpose of Agreement.....	1
3	Scope of Agreement.....	1
4	Recognition.....	2
5	Management Rights.....	3
6	Dues Checkoff.....	4
7	Strikes and Lockouts.....	5
8	Bulletin Boards.....	7
<b><i>PROTECTION OF EMPLOYEES</i></b>		
9	No Discrimination.....	7
10	Adjustment of Grievances.....	7
11	Safety.....	10
12	Seniority.....	11
13	Probationary Period.....	11
14	Discipline and Discharge.....	12
15	Layoff and Recall.....	14
16	Job Vacancies.....	15
17	Temporary Assignments.....	16
<b><i>HOURS AND OVERTIME</i></b>		
18	Hours of Work.....	17
<b><i>PAY AND BENEFITS</i></b>		
19	Compensation and Wages.....	20
20	Holidays.....	20
21	Vacations.....	22
22	Leaves of Absence.....	23
23	Personal Leave.....	23
24	Bereavement Leave.....	24
25	Jury and Court Leave.....	25
26	Military Service or Leave.....	27
27	Sick Leave.....	27
28	Parental Leave.....	30
29	Health Insurance.....	30
30	Pension.....	30
31	Deferred Compensation.....	30
32	Workers Compensation.....	30
<b><i>MISCELLANEOUS</i></b>		
33	Miscellaneous.....	32
34	Substance Abuse Policy.....	35
35	Severability.....	35
36	Duration.....	35
Appendix A:	Wage Schedules.....	37
Appendix B:	Jobs and Classifications.....	39
Appendix C:	Drug and Alcohol Policy.....	41
Appendix D:	Definitions.....	44
Appendix E:	Dispatchers.....	44

## ***TOWN AND UNION RELATIONSHIP***

### **ARTICLE 1** **AGREEMENT**

This Agreement is made and entered into in Montague, Massachusetts by and between the Town of Montague in the County of Franklin, Massachusetts (hereinafter called the “Town”) and the National Association of Government Employees (hereinafter called “NAGE” or “Union”).

### **ARTICLE 2** **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement:

- A. To promote and further orderly and harmonious collective bargaining relations between the Town, the employees in the bargaining unit, and the Union;
- B. To assure maximum performance by the Town employees in the bargaining unit of their work in a conscientious, productive and skillful manner which will serve the efficiency and economy of operation of their service to the Town;
- C. To specify rates of pay, hours of work and other terms and conditions of employment for Town employees in the bargaining unit;
- D. To establish prompt and amicable means for the adjustment of grievances relating to wages, hours or other terms and conditions of employment for Town employees in the bargaining unit.

### **ARTICLE 3** **SCOPE OF AGREEMENT**

- A. It is agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, the Employees and the Town pertaining to wages, hours, past practices and conditions of employment have been fully considered and negotiated, that each party was afforded a full opportunity to present and discuss proposals pertaining to wages, hours, past practices, and conditions of employment, and that the understanding

and agreements concluded during said negotiations are fully set forth in this Agreement. The Town shall not be bound by any requirement that is not clearly, explicitly, and specifically stated in this Agreement. Specifically, but not exclusively, the Town is not bound by any past practices of the Town or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement.

- B. The Union, the employees and the Town agree that during the term of this Agreement, all matters and issues pertaining to wages, hours, past practices and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Employer nor the Union shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to wages, hours, past practices or conditions of employment whether or not specifically included in this Agreement.
- C. No addition to, alteration, modification or waiver of any provision of this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Town and by the Union.
- D. The failure by the Town or by the Union to observe or enforce any provision of this Agreement shall not be construed as a waiver of said provision nor shall any past practice be binding on the Town or the Union on or after the date of this Agreement.

#### **ARTICLE 4** **RECOGNITION**

- A. The Town recognizes the Union as the exclusive representative of all full-time and regular part-time supervisory and non-supervisory employees employed by the Town, including dispatchers, and assigned to Units A and B (as referenced in Appendix B), excluding any and all managerial, confidential, casual and seasonal employees, as defined by M.G.L. Chapter 150E, and any and all employees covered by the collective bargaining agreements by and between the Town and the United Electrical, Radio and Machine Workers of America (UE) and its Affiliate Local 274 of the United Electrical, Radio and Machine Workers of America and the Town and the New England Police Benevolent Association (NEPBA), pursuant to the Certification in Case No. MCR-04-5108 issued by the Massachusetts Labor Relations Commission on September 15, 2005.

- B. The Union recognizes that the Town shall act and administer this Agreement through its supervisors, including elected office-holders as appropriate, but subject to final approval by the Selectboard.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

The Town, the Union and the Employees agree that the rights and responsibilities to operate and manage the business and the affairs of the Town are vested exclusively in the Town. These rights and responsibilities include, by way of illustration and without being limited to the right to determine, control and change work operations and practices, product and shift schedules, work and shift assignments, hours of work and distribution of overtime, the work year and work week and the work day, the size and the organization of the work force, job classifications, content and standards, frequency and standards of production and employee performance, inspection and evaluation; the right to control, determine and change the manner and the extent to which the Town's equipment, facilities and properties shall be operated, laid out, increased, discontinued temporarily or permanently, in whole or in part, by sale or otherwise, decreased or located and to introduce, operate or change new or improved methods, facilities, techniques and processes; the right to select, test, train and to determine the ability and the qualifications of employees, the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment whether or not involving work which might be done by employees covered by this Agreement; the right to establish, distribute, modify and enforce rules of employee conduct and safety, attendance policy and standards, and manuals of operating procedures and safety regulations and to control, direct and change facilities and services on Town premises for the use or benefit of the employees; the right to maintain discipline and order and to maintain or improve efficiency with the Town operations; the right to establish, change or discontinue any employee benefits not mentioned in this Agreement or which are in excess of and/or in addition to those provided in this Agreement; the right to continue, change, discontinue or establish a program of discretionary merit wage or fringe benefit improvements; the right to employ, lay off, discharge, assign, retire, discipline, transfer, suspend and promote its employees; the right to determine, control and change the quality and the nature of its products, materials and services and the quantity of production; the right to investigate suspected wrong-doing and to discipline or discharge any individual or group of employees reasonably believed by the Town to have been involved in the wrong-doing or to have knowledge thereof not made known to the Town; and all other rights pertaining to the operation and management of the business and the affairs of the Town that are not specifically given in this Agreement to the Union or the employees. The

failure by the Town to exercise any of the rights as provided in this Section shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or be construed to limit or restrict the inherent and the legal right of the residents and the management of the Town to control, direct, manage and make changes in the operations and the affairs of the Town. The rights reserved to the Town in this Article are subject to the limitations expressly provided elsewhere in this Agreement; except when it can be reasonably shown that conduct or action by the Town is in violation of a specific provision of this Agreement, the right to operate and manage the business and the affairs of the Town to direct the working forces, and to unilaterally exercise the rights and authority as provided and illustrated in this Paragraph shall not be subject to the grievance procedure nor to arbitration as provided in Article 10, nor to advance collective bargaining; provided, however, that the Town acknowledges the reserved right of the Union to require discussion and negotiations as to the effects on the employees of the exercise of such rights or authority.

**ARTICLE 6**  
**DUES CHECKOFF**

- A. The Town agrees to deduct current dues weekly for any employee covered by this Agreement who so individually authorizes the Town in writing on the form below, and promptly remit the same to the Financial Secretary and/or Treasurer of the Union.

APPLICATION FOR MEMBERSHIP  
National Association of Government Employees  
One Avenue A  
Turners Falls, Massachusetts 01376  
AUTHORIZATION FOR PAYROLL DEDUCTION

To: Town of Montague  
From: \_\_\_\_\_  
Date: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings each week, the amount of Union membership dues. This amount shall be paid to the Union on my behalf. These deductions may be terminated by me by giving a sixty (60) days written notice in advance to both the Town and the Union, or upon termination of my employment.

\_\_\_\_\_  
(Employee Signature)

- B. The Union agrees to and does hereby indemnify, defend and hold the Town harmless from and against any and all claims, demands, liabilities, obligations, suits or other form of legal action or litigation arising from or related to any good faith compliance or action within this Article taken by the Town in reliance upon any information, list, notice, statement, or authorization for the checkoff of Union dues or any other monies delivered to the Union by the Town.

**ARTICLE 7**  
**STRIKES AND LOCKOUTS**

- A. The Union and the employees shall not, during the term of this Agreement, for any reason, including without being limited to, an alleged or an actual unfair labor practice within the meaning of the Massachusetts General Laws Chapter 150E, directly or indirectly assist, authorize, cause, condone, encourage, finance, permit, support, threaten or participate in any strike, including but not limited to a concerted action, sympathy strike, walkout, sitdown, stay-in, slowdown, boycott, picketing, work stoppage, refusal to work, sanctions, withholding of services or any interference in any form or manner with the operations or any of the functions of the Town.
- B. No grievance or other dispute need be taken up for discussion and settlement by the Town until any such violations of this Article have been terminated.
- C. Any employee or employees, including the stewards or officers of the Union, who engage or participate in any of the prohibited conduct described in Paragraph A shall be subject to disciplinary action, including reprimand, suspension or discharge and such action, if taken by the Town, shall not be subject to the grievance and arbitration provisions of Article 10, except as to the question of whether the employee or employees who were disciplined or discharged did in fact participate in or encourage or were responsible for the violation of the provisions of Paragraph A. In addition to any other liability, remedy or right provided in this Agreement or by applicable law or statute, in the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph A, the Union and its stewards shall promptly:

- (1) Publicly disavow such action by the employee or employees;
  - (2) Notify the employee or employees individually in writing of the disapproval of such action by the Union and instruct such employee or employees to cease such action, to return to work immediately, and to comply promptly with the provisions of this Article; and
  - (3) Post a notice on the bulletin board stating that the Union disapproves such action by the employee or employees and instructing the employee or employees to cease such action, to return to work immediately, and to comply with the provisions of this Article.
- D. The Town shall not, except in the event of the breach of the provisions of Paragraph A, during the term of this Agreement, initiate a lockout. For the purposes of this Paragraph, the cessation or reduction of any of the operations of the Town for economic reasons or the temporary or permanent discontinuance of all or any part of the operations or of the business of the Town shall not be deemed to be a lockout.
- E. The Union shall support and assist the Town in maintaining continuity of the normal and usual services of the Town.
- F. Any claim or suit for damages by the Town resulting from a work stoppage, or any violation of this Article by the Union or any employee shall not be subject to the grievance and arbitration provisions of Article 10.

**ARTICLE 8**  
**BULLETIN BOARDS**

- A. The Town shall provide bulletin board facilities for the use of the Union for posting of official Union notices. Such notices are restricted to the administration of internal Union affairs and business, elections, appointments and meetings. Such notices shall not be of an inflammatory, controversial or political nature, and shall not contravene any provision of this Agreement.
- B. Official Union notices shall be submitted to the Town Administrator or his or her designee, for review prior to posting. Approval of such notices shall not be unreasonably denied.

***PROTECTION OF EMPLOYEES***

**ARTICLE 9**  
**NO DISCRIMINATION**

- A. The Town and the Union agree that no employee shall be discriminated against on account of membership in the Union or by reason of any lawful activity and/or support of the Union.
- B. The Town and the Union agree that neither the Town nor the Union shall discriminate in any way against any employee on the basis of race, color, religion, creed, national origin, ancestry, sex, handicap, veteran's status, political belief or affiliation, as defined and protected under state or federal law.

**ARTICLE 10**  
**ADJUSTMENT OF GRIEVANCES**

- A. The Town, the Union and the employees agree that the exclusive method for adjusting, processing and settling a grievance as defined in Paragraph B of this Article is the procedure set forth in this Article, except as otherwise provided in Paragraph B.
- B. A grievance is defined as any dispute or difference between the Town and the Union or an employee as to the meaning, application, or interpretation of an expressed provision of this Agreement, except as excluded from this Article for the reason of its arising out of Article 14.

C. A grievance shall be processed in the following manner:

STEP 1: The employee shall present the grievance in writing to his or her supervisor within ten (10) working days after the event forming the basis for the grievance occurred or after the time that the employee first knew, or should have known, of its occurrence. The supervisor shall meet with the employee, discuss the matter and respond to the grievance in writing within ten (10) working days after the employee presents the grievance to the supervisor. If the grievance is in relation to the department supervisor, it may be presented directly to the Town Administrator.

STEP 2: If the grievance is not resolved at Step 1, the employee shall present the grievance in writing to the Town Administrator or his or her designee within five (5) working days after the employee receives the Step 1 response. The Town Administrator or his or her designee shall discuss the matter with the employee within five (5) working days after the presentation of the grievance and shall respond to the employee and the Union in writing within ten (10) working days after the meeting.

STEP 3: If the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the Selectboard within five (5) working days after the employee receives the Step 2 response. The Selectboard shall meet with the Union within twenty (20) working days after the presentation of the grievance and shall render a decision in writing within twenty (20) working days after the meeting.

STEP 4: If the grievance is not resolved at Step 3, the Union may submit a request for arbitration in writing to the American Arbitration Association within twenty (20) working days after the employee receives the Step 3 response. The request for arbitration shall specify the provision(s) of this Agreement that allegedly have been violated and shall state the relief or remedy sought.

The Town Administrator or his or her designee and the Union shall select an arbitrator pursuant to the provisions of the American Arbitration Association's voluntary Labor Arbitration Rules. By mutual agreement the parties may agree to submit any grievance

to arbitration through the Massachusetts Department of Labor Relations.”

- D. The authority of the arbitrator shall be limited to the ruling on the interpretation or the application of terms and provisions of this Agreement and to the question(s) submitted. The arbitrator shall not add to, subtract from, modify or in any way alter any or all of the terms or provisions of this Agreement. The arbitrator shall not require, as part of his award, the commission or omission of an act prohibited by law or the commission or omission of an act in violation of the terms and provisions of this Agreement. The decision of the arbitrator shall be binding upon the grievant, the Union and the Town.
- E. If the Town does not answer a grievance at any step within the time limits set forth in Paragraph C, the grievance shall be deemed denied. If any employee or the Union does not process a grievance at any step within the time limits set forth in Paragraph C, the grievance shall be deemed withdrawn.
- F. “Working day” as used in this Article excludes Saturdays, Sundays and those holidays listed in Article 20, but includes all other calendar days. For employees who are not scheduled to work on Fridays, “working day” also excludes Friday.
- G. All time limits set forth in this Article may be extended by the written mutual agreement of the parties.
- H. The expenses of the arbitration shall be equally shared by the Town and the Union, excepting that the expenses related to witnesses shall be paid by the party requesting or requiring the attendance of the witness.
- I. The parties need not arbitrate and will not be bound by any arbitration award involving a matter also subject to potential Civil Rights, OSHA, Civil Service, Retirement Board, or Massachusetts Labor Relations Commission litigation, or other administrative agency action unless the party is first satisfied that such other procedures and avenues of litigation have been effectively waived by the affected employees and by the other party on a form agreeable to the parties.

**ARTICLE 11**  
**SAFETY**

- A. The Town, the Union and employees agree to cooperate in order to provide the public and the employees of the Town with safe operations. Each party agrees to make reasonable efforts to take necessary steps to accomplish the objectives of the parties.
- B. No employee shall be required to perform any task that he or she reasonably believes would create an abnormally dangerous condition.
- ~~C. The Town in its discretion will provide each DPW and WPCF employee up to two hundred and twenty five dollars (\$225.00) per year toward the purchase or rental of adequate clothing and shoes. The employee shall be responsible for the proper storage, use, care and maintenance of the items purchased. The items shall remain the property of the Town and are to be used only for Town business.~~
- D. The Town will reimburse employees in the positions of DPW Working Foreman, DPW Shop Foreman, CWF Foreman and CWF Lab Manager up to Seven-Hundred dollars (\$700.00) ~~per year and the DPW Office Manager and the CWF Administrative Assistant up to One-Hundre Fifty Dollars (\$150) per year~~ for the purchase or rental of adequate clothing and approved safety shoes. Employees shall be responsible for the proper storage, use, care and maintenance of the items purchased. These items shall be used only be used for Town business.

If the Town secures and pays for a uniform rental program for CWF employees, the clothing allowance for the CWF Foreman and Lab Manager will be ~~Three~~Four-Hundred Fifty Dollars (~~\$350~~450) per year. The ~~WPCF~~CWF Foreman and Lab Manager agree to cooperate with such rental program. Uniforms shall be appropriate for the position and will mitigate hazards associated with the environmental conditions in which employees work.

Additionally, the Town shall provide ~~WPCF-CWF~~ employees who do not receive a safety clothing stipend with access to a suitable jump suit for the purpose of protecting their clothing from hazardous conditions.

The Town will reimburse the employees listed in Section 3 up to Two-Hundred Dollars (\$250.00) for the repair or replacement of glasses or lenses

damaged in the course of work without negligence, provided however that such a replacement will be with safety glasses.

- E. The Town in its discretion may reimburse License Fees to operate machinery in the DPW.
- F. The parties agree that in the event that the payments for safety equipment set forth in Sections C and D of Article 11, above, are increased for UE members in the DPW and [WPCE-CWF](#) Departments that the Town will agree to meet with NAGE to discuss those articles as they relate to NAGE employees in the DPW and [WPCE-CWF](#) units.

## **ARTICLE 12** **SENIORITY**

- A. An employee shall acquire seniority only after completing the probationary period. Bargaining unit seniority of an employee who has completed the probationary period shall mean the employee's length of continuous service with the Town since his or her first day of work, following his or her most recent date of hire, and unbroken by any of the reasons specified in Paragraph B of this Article.
- B. An employee shall lose his or her seniority and cease to be an employee of the Town for any of the following:
  - (1) Resignation, quitting or retirement;
  - (2) Discharge for just cause in accordance with Article 16; and;
  - (3) Layoff for a period more than six (6) months.
- C. An employee's seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) calendar days.
- D. To the extent provided in this Agreement, seniority may be exercised within and/or between the following units providing that an employee has the qualifications and the ability to perform the work required in the new position. "Ability" for the purpose of this Agreement, means that the employee is proficient with the technology the job requires, is familiar with and has successfully used the equipment, software, language and/or concepts the job

requires, and has demonstrated the physical and mental skills and the necessary inter-personal, leadership, or self-starter expectations of the position.

- (1) Parks and Recreation
- (2) Libraries
- (3) Town Hall
- (4) WPCF
- (5) DPW
- (6) Dispatch

**ARTICLE 13**  
**PROBATIONARY PERIOD**

The first twelve (12) months of an employee's employment shall constitute the probationary period, during which time no transfer, layoff, suspension, demotion, denial of benefit, discipline or discharge shall be construed as a violation of this Agreement or subject to the grievance and arbitration procedures set forth in Article 10. No employee is guaranteed employment for the duration of the probationary period. No employee shall have seniority rights during the probationary period.

**ARTICLE 14**  
**DISCIPLINE AND DISCHARGE**

- A. The Town shall not discipline or discharge an employee without just cause. The following shall be considered, but are not exclusive, grounds constituting just cause for discharge without prior warning:
- (1) Use of or being under the influence of drugs, narcotics or alcohol during work hours.
  - (2) Use or possession of alcohol, drugs, narcotics or firearms on Town premises or work sites during working time, or in Town vehicles or equipment.
  - (3) Deliberate or grossly negligent conduct, jeopardizing the safety of or causing substantial damage to the property, the employee, co-workers or others.
  - (4) Insubordination.

- (5) Theft of property of Town or another employee.
- (6) Failure to report for work without notice and a legitimate excuse.
- (7) Falsifying information on an employment application, a time record, or any other official document or any other form of dishonesty.
- (8) Use of or threat of violence.
- (9) Unauthorized cessation of or departure from work during working hours.
- (10) Conduct which is unbecoming a public employee.
- (11) Repeated, chronic or unreasonable tardiness or absenteeism.
- (12) Absence for three (3) consecutive days without notice and legitimate excuse.
- (13) Failure to report back to work within three (3) days after receiving notification in writing to return to work following layoff.
- (14) Failure to return to work in accordance with the terms of any leave of absence.
- (15) Engaging in other unauthorized employment while on an approved leave of absence.

B. The Town agrees to give notice to the Union of any discharge as soon as possible. Any grievance arising out of this Article shall be filed directly with the Selectboard, who shall respond in writing within fourteen (14) days after receipt of the grievance. The Selectboard shall provide the Grievant and the Union with a hearing during such period if requested in writing, and the Selectboard's response shall in such event be made within fourteen (14) days after the close of such hearing. Thereafter, within the time limits and procedures set forth in Step Four (4) of Article 10, the Union shall have the right to submit the request for arbitration.

C. The arbitrator shall be strictly limited to determining (1) whether, on all the evidence, a reasonable person would conclude that it was more probable than not that the employee(s) committed the act, engaged in the conduct, or failed to

perform the duties, which act, conduct or failure was the reason or reasons assigned as the cause for the discipline, and (2) whether such act, conduct or failure reasonably constitutes cause for discipline.

- ~~E. D.~~—A grievance pertaining to the discipline or involuntary retirement of a departmental head or independent manager (Director of Assessing, Inspector of Buildings, ~~Town Planner and Conservation Agent~~ ~~Planning Director~~, Director of Parks and Recreation, ~~Animal Control Officer~~ and Council-on-Aging Director) shall be subject to the final resolution of the Selectboard unless, in the exercise of their sole discretion in each case, the Selectboard agrees to submit such grievance to arbitration. In any such case it shall be understood that the usual definition of just cause shall be expanded to include concepts appropriate to the executive level of management.

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A grievance pertaining to the discharge of a departmental head or independent Manager (Director of Assessing, Inspector of Buildings, ~~Town Planner and Conservation Agent~~ ~~Planning Director~~, Director of Parks and Recreation, ~~Animal Control Officer~~ and Council-on-Aging Director) may be submitted to arbitration following receipt of the resolution of the Selectboard. In any such case it shall be understood that the sole issue is whether the Selectboard had just cause for discharge. In any such case it shall be understood that the usual definition of just cause shall be expanded to include concepts appropriate to the executive level of management. If the arbitrator finds that the Selectboard did not have just cause for discharge, the sole remedy shall be a monetary award of up to six (6) months of severance pay at the employee's rate as of the date of discharge, excluding benefits.

- E. The provisions of Article 10, Sections C et seq., shall be applicable to procedures under this Article, except as otherwise provided herein.

## ARTICLE 15 LAYOFF AND RECALL

- A. "When in the discretion of the Town it is necessary to lay off (an) employee(s) within a job classification and/or department of a unit, layoffs within a classification shall be done by seniority. The term "classification" shall mean an employee's job title or job classification, and not his/her "grade".

- B. This Article shall not restrict the Town's right to eliminate entire job classifications or particular positions within job classifications and/or departments within a unit, or to consolidate positions, job classifications and/or departments.
- C. In the event of a layoff, an employee may exercise the right to bump lateral or downward within his or her job classification and/or department within a unit, provided he or she, in the discretion of the employer, is immediately qualified with minimal orientation to perform the job and has greater seniority than the employee being affected by the exercise of the option. An employee who exercises his or her right to bump downward shall receive his or her present rate of pay or the maximum of the lower job classification, whichever is lower, and be placed on the appropriate step of the wage schedule.
- D. Recall from layoff shall be in the order of layoff, provided the employee on layoff who is next on the recall list is qualified, in the discretion of the Town, for the position to which he or she is being recalled. An employee's seniority and recall rights shall terminate after six (6) months from the date of layoff.
- E. An employee recalled from layoff during the recall period to his/her former position will be treated as having been on an unpaid leave of absence for that period during which there is no accrual of benefits or seniority, and the time on layoff is not credited toward the twelve (12) month step requirement. Upon return to work, the employee will have restored all unused earned paid time off. Vacation and sick leave for the years in which he/she returns will be pro-rated; if his/her anniversary was during the layoff, the pro-rated amount will be credited on return, otherwise on the next anniversary date.

**ARTICLE 16**  
**JOB VACANCIES**

- A. Whenever the Town determines to fill a vacancy within the bargaining unit, other than a temporary vacancy, the Town shall post the job for five (5) work days on the appropriate bulletin boards, during which time interested employees may submit written bids to the Town Administrator. In posting a job, the Town may establish a minimum term of up to one (1) year during which time the employee who fills the job may not, without a specific and written waiver, bid on another job posting. In deciding upon the appointment, the Town will consider bargaining unit, job classification and department seniority, and shall also consider the employee's attendance record, qualifications and experience.

Prior disciplinary action may also be considered if relevant, in the discretion of the Town, to the requirements of the posted job.

- B. The Town, in its sole discretion, may select the employee to fill the position who it determines to be the most qualified. If the Town, in its sole discretion, determines that no employee in the bargaining unit is qualified to fill the job opening, it may solicit and select a non-bargaining unit employee to fill the job opening.
- C. In any new assignment, there shall be a probationary period of at least sixty (60) calendar days which the Town in its discretion may extend up to two (2) thirty (30) day periods, during which either the employee or the Town may rescind the assignment, provided that the employee is returned to his or her former position.
- D. The Town's discretion regarding employee qualifications and the Town's selection of an employee to fill an open position shall be subject only to Steps 1 through 3 of the grievance procedure of Article 10, and shall not be subject to arbitration.

**ARTICLE 17**  
**TEMPORARY ASSIGNMENTS**

- A. The Town reserves the right to assign an employee to temporarily perform the work of an employee on a paid or unpaid leave of absence.
- B. An employee who is assigned to perform and does perform the duties of a position classified in a lower level than that in which the employee performs his or her regular duties shall be compensated at his or her regular rate of pay as if performing his or her regular duties.
- C. An employee who is assigned to perform and does perform for four (4) consecutive weeks the duties of a position classified in a higher level than that in which the employee performs his or her regular duties and whose job description does not include such duties shall be compensated beginning the fifth consecutive week at the rate of pay which he or she would receive if promoted to the higher level or five percent (5%) more than that rate of pay he or she receives for performing his or her regular duties, whichever is greater. The increased rate of pay shall be effective beginning the fifth consecutive week and shall not be retroactive. If mutually agreed, the Town shall pay the higher rate earlier. An employee may petition the Selectboard for out-of-

grade pay after three (3) consecutive weeks in a higher classification. The Selectboard shall have sole discretion to determine whether to grant out-of-grade pay, and the decision shall not be subject to the grievance procedure. If denied, the employee will remain eligible for out-of-grade pay after completion of four (4) consecutive weeks in higher classification.

- D. The increased rate shall be effective upon written assignment by the Selectboard, or no later than two (2) months after assumption of the responsibilities of the position due to an extended leave (other than vacation), or after four (4) weeks if the position is otherwise vacant; it is further provided that upon request of the Union, the Selectboard will consider requests for earlier implementation of the increase.
- E. The Town's discretion regarding employee qualifications and the Town's decisions as to temporary assignments shall be subject only to Steps 1 through 3 of the grievance procedure of Article 10, and shall not be subject to arbitration.

***HOURS AND OVERTIME***

**ARTICLE 18**  
**HOURS OF WORK**

A. Hours

1. The regular work week for regular full-time employees shall consist of four (4), five (5) or six (6) days. The regular work week is Sunday through Saturday as determined by the Town.
2. For regular full-time employees employed by the Town, the regular work week shall consist of thirty-five (35) hours for the Town Hall, Library, and the confidential secretary for the police department; thirty-seven and one-half (37½) hours for the Parks and Recreation Department; and forty (40) hours for the DPW and WPCF Departments.
3. The regular work day schedule for employees of the Town shall be scheduled by the Town as determined by its operational needs. If the Town changes the work schedule, it will, if possible give that employee at least two (2) weeks' notice of such change.

In emergency conditions (e.g., flooding, storm damages, ice or snow emergencies), the provisions of Sections 1, 2 and 3 above shall not be applicable, provided that normal schedules shall be resumed as soon as possible and the overtime provisions of this Article shall remain in effect. If an employee works a regular shift then has fewer than six (6) consecutive hours rest before his normal shift starts again, the hours worked on this next shift will be paid at the overtime rate.

Each full-time employee shall be entitled to a one (1) hour unpaid meal period, as close to the middle of the day as possible, considering the needs of the Town. The Town Hall staff shall be entitled to a half (1/2) hour unpaid meal period. DPW staff shall be entitled to a 20-minute paid meal period. Library employees shall be entitled to one 15-minute paid break per 6½-hour shift.

4. Each full-time employee shall be entitled to two (2) paid, on site rest periods of ten (10) minutes in each half of the regularly scheduled work day, with the scheduling and time of such rest periods to be determined by the supervisor.

B. Overtime

1. Overtime hours for non-exempt employees are all hours worked in a regular work week in excess of forty (40). An employee shall not work overtime unless such overtime is authorized by the supervisor prior to the overtime being worked. Employee time which is free from duty, such as meal periods, travel to and from work, paid and unpaid leaves of absence, including but not limited to sick days, personal days, vacations, holidays, military leave and jury duty, shall not be considered as hours worked for purposes of computing overtime compensation. Overtime will also be paid for all hours worked over eight (8) hours in one day, or after such longer shift as is established for a particular position (e.g., a ten (10) hour shift schedule).
2. An employee shall be compensated at the rate of one and one-half (1½) times his/her regular straight time hourly rate of pay for overtime hours worked.
3. In lieu of overtime pay, a non-exempt employee may request, in writing, compensatory time off at a rate of one and one-half (1½) hours for each

overtime hour worked. Subject to budgetary considerations and any Town policy of the Selectboard on compensatory time, requests shall be answered within three work days; approval shall be within the discretion of the Town. Scheduling of the time off requires prior approval of the supervisor, which will be granted if such approval does not interfere with the operations of the Town. This Section shall not be applicable to dispatchers provided the budget supports the overtime payments.

4. The Town may grant up to one (1) day off at a time, in lieu of compensation, for time worked by a non-exempt employee in excess of his or her regular scheduled work week. Any Town policy on compensatory time providing greater or more flexible compensatory time benefits will be available to exempt employees.
5. There shall be no pyramiding of overtime and hours paid for a premium rate for one purpose shall not be included in computing hours worked for any other overtime or premium paid.
6. Other than overtime needed to finish an almost completed task, the Town shall distribute overtime among the employees in a department or classification as equitably as possible. A reasonable amount of overtime work is a condition of employment.

C. Call-In Pay

If an employee is called in to work other than as scheduled and if the employee reports to work within ~~twenty-three~~ (2030) minutes, there shall be a minimum guarantee of three (3) hours of work or pay. A second call-in within the three (3) hour period shall not constitute a new call-in guarantee. The Director of Assessing, Inspector of Buildings, ~~Town Planner and Conservation Agent~~ Planning Director, Director of Parks and Recreation, and Council-on-Aging Director shall not be eligible for call-in pay. Beeper pay will be provided to unit employees on standby, except the DPW Foreman who shall receive beeper pay in the amount agreed to in the UE contract on a weekly basis throughout the year.

- D. Nothing in this Article shall be interpreted as limiting the hours during which work may be performed. Nor shall anything in this Article constitute or imply a guaranteed work week. In the event, due to financial problems, the Town

determines a need to reduce the work week or to pursue other alternatives, it may, in its discretion, reduce the work week or pursue such alternatives.

***PAY AND BENEFITS***

**ARTICLE 19**  
**COMPENSATION AND WAGES**

- A. Attached hereto and incorporated herein as Appendix A are the salary and wage schedules.
- B. Wage/salary schedule and step increases, shall go into effect on July 1 or such other date as established by this Agreement. Newly hired and transferred/promoted employees must be working for the Town in their new grade/step for a period of 3 months prior to receiving a negotiated step increase for their new grade/position or else they are not entitled to any such increases until the effective date of step increases in the following fiscal year. The Town reserves the right to revoke any step increases for cause with at least at least five (5) days' notice of revocation given to the employee and the Union.
- C. When unit members are promoted/assigned to a new position that results in a move to another pay scale (grade) in the labor agreement, the unit member will be placed on the step on the new grade that allows for a ~~\$0.95~~1.50 per hour increase (or yearly equivalence if not an hourly position).
- D. Annual longevity increases will be provided in the following amounts for employees who have completed the indicated years of service, after accounting for periods of unpaid leave or step increase delays:

5 years:	\$300
10 years:	\$500
15 years:	\$900
20 years:	\$1,000
25 years:	\$1,100
30 years:	\$1,200

- E. There shall be a shift differential for regularly scheduled second and third shifts of ~~seventy-five cents~~ one dollar (75¢\$1.00) per hour and one dollar and twenty-five cents (\$1.001.25) per hour, respectively.
- F. The Town shall assign a library employee to perform additional management responsibilities as assigned from time to time. This employee shall be entitled to an annual stipend of \$3,500 in exchange for performance of these duties.

**ARTICLE 20**  
**HOLIDAYS**

- A. The following twelve (12) days shall be considered paid holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas
Independence Day	Juneteenth

For employees working a five (5) day work week, the above listed holidays that fall on Saturday will be observed on the preceding Friday and the above listed holidays that fall on Sunday will be observed on the following Monday and these employees shall receive a paid holiday for the day after Thanksgiving. For employees working a four (4) day work week (Monday through Thursday), the above listed holidays that fall on Friday and Saturday will be observed on the preceding Thursday and the above listed holidays that fall on Sunday will be observed on the following Monday, and if Christmas Eve falls on a Thursday or Friday, it will be taken on the preceding Wednesday.

~~The day before Christmas (Christmas Eve, December 24) shall be a paid holiday when it falls during the Monday through Thursday work week or when it falls on a scheduled work day of an employee on a different work week. In any other year, the day after Thanksgiving shall be the holiday instead of Christmas Eve.~~

- B. In the event that an employee actually works on a holiday, he or she shall be paid at a rate of one and one-half (1½) his or her regular rate of pay for hours actually worked in addition to holiday pay.

- C. Holiday pay equal to an employee's regular rate of pay for the number of hours in his or her regular work day shall be paid to an employee who has been employed for a minimum of four (4) weeks, who has actually worked or is on an authorized paid leave on his or her scheduled days of work both immediately before and after the holiday and who is regularly scheduled to work on the day designated as the holiday.
- D. If a holiday falls during a week in which the employee is on vacation, vacation leave is only used for the non-holiday days.

**ARTICLE 21**  
**VACATIONS**

- A. Annual vacations with pay will be granted to regular full-time employees employed prior to January 1, 2014 as follows:

<u>Length of Continuous Service</u> (as of Anniversary Date of Hire)	<u>Vacation Time</u>
Four (4) months:	1 week
Eight (8) months:	1 additional week
One (1) year:	2 weeks
Five (5) years:	3 weeks
Ten (10) years:	4 weeks
Twenty (20) years or more:	5 weeks

Annual vacations with pay will be granted to regular full-time employees employed on or after January 1, 2014 as follows:

Length of Continuous Service (as of Anniversary Date of Hire)	Vacation Time
Four (4) months:	1 week
Eight (8) months:	1 additional week
One (1) year:	2 weeks
Five (5) years:	3 weeks
Ten (10) years or more:	4 weeks

The number of weeks of vacation for which an employee is eligible shall be determined based on the anniversary date of employment, beginning on the first

day of work following the most recent date of hire, and prorated for any time lost due to interruption of seniority. Employees will receive vacation leave on their anniversary date.

The Selectboard shall have discretion to award up to three (3) weeks of vacation to new unit members (at or above Grade D) at the time of hire based on a candidate's exceptional qualifications or in extraordinary circumstances. Employees awarded three (3) weeks of vacation at hire will continue to be awarded that amount until they have ten (10) years of service with the Town.

- B. Employees who are not regular full-time employees who work at least twenty (20) hours per week shall receive vacation time on a pro-rata basis.
- C. Vacation scheduling will be at the discretion of the Town and will be based on the operational needs of the Town.
- D. Vacation time is a paid time off benefit for employees that is neither earned nor accrued but is credited on an employee's anniversary date for service during the prior year. An employee may take ~~up to two (2) weeks of~~ vacation leave in daily hourly increments, ~~and any other vacation must be taken in one week increments~~. All vacation time must be taken within one (1) calendar year of the date it was credited, with the exception that one (1) week of vacation may, ~~with prior approval of the department head,~~ be carried over into the next year.
- E. The Town shall compensate an employee for unused vacation time for which he or she is eligible upon separation from employment with the Town. In the event of the death of an employee eligible for vacation time, the Town agrees to compensate the estate of the employee in accordance with legal requirements.
- F. Vacation pay is based on the employee's regular straight-time rate for his or her regular work week, and regular hours per day.
- G. Upon an employee's request, vacation pay shall be paid on the last pay day prior to the employee's scheduled vacation, except that July vacation may not be paid in the prior fiscal year.
- H. In the discretion of the Town, a vacation once scheduled may be canceled or changed for reasons beyond the control of the employee. An employee who is hospitalized while on vacation may, in the discretion of the Town, substitute sick leave for vacation days involved.

**ARTICLE 22**  
**LEAVES OF ABSENCE**

- A. The Town may in its sole discretion, grant an unpaid leave of absence when requested by an employee for personal or other reasons, including, but not limited to, an extended illness or injury or military leave.
- B. Employees on an unpaid leave of absence shall not continue to accumulate sick leave and vacation leave.
  - 1. If an employee is granted an unpaid leave of absence for medical reasons, the employee is responsible for paying the employee share of his or her health, dental and life insurance for the period of the unpaid leave.
  - 2. If an employee is granted an unpaid leave of absence for other than medical reasons, the employee is responsible for paying the full cost of his or her health, dental and life insurance for the period of the unpaid leave.
- C. FMLA and contractual leaves will run concurrently. FMLA details are available in the Selectboard's offices.

**ARTICLE 23**  
**PERSONAL LEAVE**

- A. Personal leave is granted on the anniversary date of hire. Regular full-time employees shall be eligible for up to 60% of the employee's work week as personal leave employment year. In the first year of employment, such personal leave shall be determined by utilizing the employee's expected regular workweek schedule in that first year. For full time employees with variable hours, subsequent accruals equal to 60% of the average weekly hours in the preceding 52 weeks shall be the measure for calculating personal leave. Personal leave may not be accumulated or carried over from year to year. Personal leave may be utilized in ¼-hour increments.

- B. Personal leave may be used for personal business which cannot be accomplished during non-work hours, including: (1) legal matters; (2) religious events; (3) non-emergency medical/dental appointments; (4) bereavement leave in excess of that allowed under Article 24; (5) other matters in the discretion of the supervisor. ~~Personal days may not be used to extend vacations, weekends, holiday breaks or for pleasure trips.~~
- C. An employee shall request the use of personal leave in writing at least three (3) work days in advance, except in the event of a legitimate, verified emergency. The request must include the reason for the request. Personal leave may be granted in the discretion of the supervisor.
- D. Personal leave for regular part-time employees shall be paid based on the employee's regular straight time rate and regular work day. Personal leave for regular part-time employees shall be paid on a pro rata basis.

**ARTICLE 24**  
**BEREAVEMENT LEAVE**

- A. Employees shall, in the event of a death in their immediate families, as defined herein, be granted up to a maximum of five (5) days with pay, due to the absence from their regularly scheduled days of work, up to and including the day of the funeral, and also a subsequent day of interment if it should occur. For the purpose of this section, immediate family means: spouse, domestic partner, child, step child, parent, parent-in-law, brother, sister, grandparent and grandchild. An employee may be granted additional time off with pay in the discretion of the supervisor.

For purposes of this section, an employee must assert the following in order to qualify as a "domestic partner":

- He/she shares living expenses with the domestic partner;
  - The couple is responsible for the well-being of each other and any dependents;
  - Both parties are mentally capable of entering into a contract; and
  - Neither party has a domestic partnership with another party.
- B. An employee shall be granted one (1) day off with pay in the event of the death of any other relative.

- C. The Town may request that an employee claiming the foregoing shall provide reasonable proof of death.

**ARTICLE 25**  
**JURY AND COURT LEAVE**

A. Court Leave

An employee who is subpoenaed or permitted by the Town to appear in court on behalf of the Town will receive court leave for hours that the employee is scheduled to work and be paid the difference between the employee's regular wages and the compensation received from the court provided:

- (1) the employee notifies his or her supervisor that he or she has been subpoenaed to appear in court within twenty-four (24) hours of receiving the subpoena;
- (2) the employee reports for work as regularly scheduled on days when the court is not in session or reports for work after the court recesses on a particular day; and
- (3) the employee furnishes evidence satisfactory to the Town that he or she appeared in court and of the amounts received by the employee as compensation for appearing in court and/or giving testimony.

B. Jury Duty

An employee who is required to report for involuntary jury duty on days that he or she is scheduled to work shall be paid their regular wages for the first three (3) days of jury duty provided:

- (1) the employee notifies his or her supervisor that he or she has received a notice to report for jury duty within twenty-four (24) hours of receiving such notice;
- (2) the employee reports for work as regularly scheduled on days when the court is not in session or reports for work after the court recesses on a particular day; and

- (3) the employee furnishes evidence satisfactory to the Town that he or she reported to court and served as a juror.

Following an employee's third continuous day of jury service, he/she shall be entitled to compensation from the Town in the amount of the difference between his/her regular pay and any compensation received from the state.

**ARTICLE 26**  
**MILITARY SERVICE OR LEAVE**

An employee shall be entitled to all rights to participate in military service or leave in accordance with state and federal law. An employee shall be paid his or her regular wages less military pay received for military duty in accordance with federal and state law.

**ARTICLE 27**  
**SICK LEAVE**

- A. Sick leave with pay shall be provided only for regular full-time and eligible part-time employees who have completed three months of service. A regular part-time employee who works at least twenty (20) hours in a regular work week shall be eligible for sick leave on a pro rata basis.

- B. Sick leave with pay will be granted to such employees as follows:

Employees shall earn one fifth of their normal weekly hours for each five (5) weeks worked until his or her anniversary date, at which time, and annually thereafter will be credited with sick leave equal to four (4) times their normal weekly hours, not to exceed twenty-eight (28) weeks including the current year's amount.

- C.
  1. Sick leave is intended to be used by employees only in the event of bona fide personal illness or injury prohibiting work and not covered by Workers Compensation, except as otherwise provided in this Paragraph.
  2. As part of their annual sick leave, an employee may be granted paid sick leave, up to the equivalent of his/her average hours worked during a period of two weeks, to be used in the event of a serious illness or injury to an immediate family member, as defined in

Article 24, after the employee has made a reasonable effort to find another care provider. The Town may, at its discretion, require a physician's statement attending to the necessity for the employee's absence from the workplace to care for the family member.

3. Sick leave may be requested for non-emergency medical/dental appointments and will not be unreasonably denied, provided that the employee is to make reasonable efforts to schedule these appointments on off-duty time or, if necessary, at the beginning or end of the work day so as to have the least impact on the Town's work.
  4. Where the Town has reason to believe that sick leave is being abused, they may require the submission of satisfactory medical evidence from a qualified health care professional. Failure of a member to present such medical evidence within seven (7) working days after such request has been made by the supervisor, may, at the discretion of the Town, result in the absence being treated as absence without pay and disciplinary action.
  5. Sick leave may be used in no less than ¼-hour increments.
  6. Employees shall be allowed to use up to ten (10) days, but not to exceed 80 hours, of accumulated sick leave for the purpose of attending to child care needs in the home within the first month after the birth or adoption of his/her child.
- D. In the event the number of hours designated for care of a child or family member are not used during an anniversary year, such sick leave days shall be counted toward the maximum hours of sick leave entitlement.
- E. A certificate from the employee's physician may be required for absences due to illness or injury in excess of three (3) consecutive work days. A physician's certificate may also be required if the employee has used one-half (½) or more of his or her annual sick leave within a twelve (12) month period, or in the discretion of the Town, the return of the employee to work may present a health or safety danger to that employee, other employees or other individuals.
- F. To receive sick leave pay, an employee must notify his or her supervisor before the beginning of his or her scheduled work day. In order to remain on sick leave

status, it shall be the responsibility of the employee to notify the town of the anticipated length of absence and any change of his or her status.

- G. Sick leave days for regular full-time employees shall be paid based on the employee's regular straight time wage. Sick leave days for regular part-time employees who work at least twenty (20) hours in a regular work week shall be paid on a pro rata basis.
- H. Upon an approved retirement under the Town retirement plan, the Town will buy back up to twenty-five percent (25%) of an employee's unused sick leave, at the regular straight time rate where applicable. The amount of the buy back shall not exceed ~~Three Thousand Five Hundred Dollars (\$3,500.00)~~Four Thousand Five Hundred Dollars (4,500.00).
- I. An employee may access sick leave equal to 40% of the employees normal work week in hours to augment his/her Workers Compensation earnings in accordance with M.G.L. 152, Section 69.
- J. Sick Leave "Bank" – the Town and the Union agree to establish a sick leave donation policy as follows:
  - 1. It is the intent of this policy to provide sick leave to a recipient on a continuous leave basis and not to be available for intermittent days off for an employee who is on the work schedule.
  - 2. Whenever a non-probationary employee in the bargaining unit has exhausted all of his/her accumulated and unused paid leave time and remains on a Town-authorized unpaid medical leave due to serious health problems not covered by Workers Compensation, other bargaining unit employees may volunteer to give up to ten (10) days of their accumulated and available sick leave to such employee.
  - 3. No more than a total of forty five (45) sick days may be donated to an eligible recipient at one time.
  - 4. No continuing "bank" is to be established under this policy; employee donations will be limited to the amount of sick leave authorized to be donated to the recipient by the Committee duly authorized to administer this program.

5. The Union will elect to appoint a Committee to administer this program, and shall notify the Town Administrator as to the names of the members of the Committee. When the Committee determines to implement a sick leave donation, it shall notify the Town Administrator as to the number of sick days to be debited to each employee who volunteered to donate, and the number of sick days to be provided to the recipient. The Town will then notify the Accountant to transfer the sick days.
6. The Town shall have no responsibility for seeking volunteer donors, enforcing the provisions of the program, determining who will be a recipient and how much sick leave any recipient shall receive, and shall have no liability for such decisions made by the Committee. The Town's only function shall be to put into effect any transfer of sick leave the Committee directs be made under this program.

**ARTICLE 28**  
**PARENTAL LEAVE**

- A. A Parental leave of absence without pay shall be granted to a regular full-time employee in accordance with Massachusetts law.
- B. Parental leave is provided only for situations relating to the birth of a child or for disabilities caused or contributed to by pregnancy, or for the adoption of a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) who is mentally or physically disabled. A full-time regular employee is entitled to up to eight (8) consecutive weeks of unpaid leave if the employee complies with the following conditions:
  1. the employee has been continuously employed by the Town for three (3) months; and
  2. the employee gives two (2) weeks' notice of his or her expected departure date and notice that he or she intends to return to work.
- C. Employees on leave pursuant to this Article shall continue to accumulate sick leave benefits under the same terms and conditions which apply to other temporary medical disabilities. The Town will continue to pay its share of the health insurance premiums as provided by law.

- D. Parental leave of up to twelve (12) week per year is available to all employees who qualify therefor under the Family and Medical Leave Act.

**ARTICLE 29**  
**HEALTH INSURANCE**

- A. Eligible employees may choose to participate in the Town's health insurance plan. The Town in its sole discretion shall select the health insurance plan to be provided.
- B. The contribution towards health insurance premiums shall be an 80% contribution rate for the Town and a 20% contribution rate for employees.
- C. The Town shall establish and maintain an Insurance Advisory Committee pursuant to General Laws Chapter 32B, and may implement changes in the Hospital/Medical/Life insurance plans after complying with the provisions of the law for Committee consultation; provided, however, that the Union shall have the right to appoint a representative of its selection as a member of the Committee.

**ARTICLE 30**  
**PENSION**

The retirement system and pension plan provided under M.G.L. Chapter 32 shall continue to be applicable to employees covered by this Agreement in accordance therewith. The Town shall furnish each employee with booklets or any other information available to it setting forth the rights and benefits under the plan.

**ARTICLE 31**  
**DEFERRED COMPENSATION**

The Town agrees to continue the Deferred Compensation Plan presently in effect.

**ARTICLE 32**  
**WORKERS COMPENSATION**

- A. The Town shall provide insurance coverage for all eligible employees for compensation loss in the event of a work-related injury or illness.

- B. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Town, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing on forms furnished by the Town and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with the above provisions may result in disciplinary action being taken against the employee.

***MISCELLANEOUS***

**ARTICLE 33**  
**MISCELLANEOUS**

- A. Within thirty (30) days of any change in rates or classifications or of the hire of a new employee, the Town shall notify the Union.
- B. Employees are required to notify the Town in writing of any change in address or telephone number where he or she can be reached as soon as practicable. The mailing of a notice to the address furnished to the Town by an employee, as provided in this Paragraph, shall be deemed to be in compliance by the Town with any provision of this Agreement which requires notice to an employee.
- C. The Union shall keep the Town advised of the names and titles of all Union officials and representatives representing employees.
- D. With the exception of annual step raises, an employee who is not regularly scheduled to work at least twenty (20) hours per week is not entitled to the fringe benefits set forth in this Agreement, until such employee has completed three (3) years of continuous employment, at which time all benefits shall be pro-rated. For pro-rated benefits the normal workweek shall be calculated as a total hours worked (including leave time but excluding overtime) in the previous 52 weeks divided by 52 as is the practice of the Town.
- E. For new employees, the first accruals of sick, vacation and personal time shall be based on the expected regular workweek schedule of the employee.
- F. If an employee's hours change, the following rules apply with respect to benefits:

- a. When an employee working less than 20 hours per week increases their normal weekly hours to more than 20 hours per week before reaching their third anniversary, s/he receives pro-rated personal time (based on new hours) immediately and begins accruing sick and vacation time from the date of the increase in hours. The original date of hire remains the anniversary date for subsequent accruals of sick leave and vacation time.
- b. When a part-time employee already receiving benefits increases their weekly hours, any unused personal time will be prorated using the new weekly hours. On the first anniversary date after the increase in hours, sick and vacation time will be calculated based on actual regular hours worked in the preceding 52 weeks.
- c. An employee who decreases their hours will retain their accrued sick leave and vacation hours, and any unused personal time will be prorated using the new weekly hours. On the first anniversary date after the reduction in hours, sick and vacation time will be calculated based on actual regular hours worked in the preceding 52 weeks.

- G. An employee may submit a written request to the Town Administrator to review his or her personnel record. The review shall take place in the office where such personnel records are kept during regular business hours. An employee may obtain a copy of his or her personnel record upon submission of a written request to the Town Administrator. The employee shall be required to pay for the cost of such copies.

If there is a disagreement with any information contained in an employee's personnel record, the removal or correction of such information may be mutually agreed upon by the Town Administrator and the employee. If a mutual agreement is not reached, the employee may submit a written statement explaining his or her position for inclusion in his or her personnel record. The written statement will be contained in the employee's personnel record and become a part of it. The statement shall be included whenever the original information is sent to a third party as long as the original information is retained as part of the personnel record.

- H. Union representatives shall be permitted to have access to the premises of the Town for the purpose of discussing official Union business, including grievances, provided that there is no interruption or disruption of operations or

security. The Union shall notify the Town Administrator at least one (1) day prior to said visit.

- I. The Town shall permit the Union to review the current job description grades and salaries of employees. The Union shall have the right to present the Selectboard with comparative or other data in support of reasonable classification upgrade requests.
- J. In the event the Town determines to introduce and utilize computerized systems in the performance of jobs within this bargaining unit, it shall provide the Union with one (1) month notice of said introduction. In the event an employee is required to participate in a training program to qualify for continued employment, the Town agrees to institute a training program for affected employees who desire to receive said training in order to become qualified to accept employment in the resultant computerized positions.
- K. Up to three (3) shop stewards may request one (1) unpaid day of leave to attend annual Union Steward Training. Such requests shall be made in writing at least six (6) weeks in advance, and shall not be unreasonably denied, subject to the operational needs of the Town.
- L. In the event the DPW employees receive an increase in the “beeper pay,” the change will be implemented for any covered bargaining unit employee and the Union will be notified of said changes.
- M. All DPW employees shall be required to wear uniform clothing whenever working for the Town. The Town will secure a uniform rental program with which the employees agree to cooperate. Half the cost of the program will be paid by the Town and the remaining half will be borne equally by the employees, by payroll deduction. The uniform service shall require an employee payment of two dollars (\$2.00) per week. If the Town is unable to secure an adequate uniform service for a total cost of four dollars (\$4.00) per employee per week, the Town may decide not to implement a uniform service during the contract term. The Town shall increase the number of uniforms provided by the Town for the mechanics from seven (7) to eleven (11). Upon termination or lengthy interruption of employment, employees shall return all items of clothing and equipment in clean and good condition. The cost of the items not returned shall be deducted from the employee’s pay.

- N. The Town shall, through its supervisors, have the right to assign employees in Town Hall to perform work within the Town Hall in the same or lower job classification plan grades without respect to job titles, where deemed necessary by the Town due to work loads and/or staffing needs, for reasonable amounts of time.
- O. The Town agrees that the Town's inclement weather policy will apply to NAGE unit members.
- P. Town may contract out the work of NAGE members in the Water Pollution Control Facility in the event that the Town chooses to privatize the operation, provided notice of the change and an opportunity to bargain the impact pursuant to M.G.L. 150E is provided.

**ARTICLE 34**  
**SUBSTANCE ABUSE POLICY**

The Town and the Union agree to the same terms and conditions of the Drug and Alcohol Policy as negotiated between the Town and the UE. This policy will be attached hereto and incorporated herein as Appendix C.

**ARTICLE 35**  
**SEVERABILITY**

It is understood and agreed that in the event any provision or provisions of this Agreement are found to be in conflict with any applicable present or future governmental law, decisions, interpretation, order or regulation during the period this Agreement is in effect, this Agreement shall then be automatically revised to comply with such governmental law, decision, interpretation, order or regulation. In the event that such revision becomes necessary, a meeting of the management and Union shall be held as soon as practicable thereafter to discuss such revision, in order that both parties may understand the same without prejudice to the rights of either party. The remainder of this Agreement and the application thereof shall not be affected by such revision.

**ARTICLE 36**  
**DURATION**

The provisions of this Agreement shall take effect on July 1, ~~2022-2025~~ and shall continue in full force and effect until and including June 30, ~~2025~~2028. If

negotiations for a successor agreement are not completed prior to the expiration date, all terms and conditions of this Agreement shall continue in force and effect until the date of execution of a successor agreement.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed on its behalf by the undersigned members of its Selectboard, all duly authorized, and the Union has caused this Agreement to be executed in its behalf by its officers and representatives, each duly authorized, this \_\_\_\_ day of \_\_\_\_\_, ~~2022~~2025.

**THE TOWN OF MONTAGUE:**

**NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES:**

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

**APPENDIX A**

**WAGE SCHEDULES**

July 1, ~~2022-2025~~ (New Wage Scale to go into effect; employees to be placed at step closest to FY25 rate, with minimum 3% increase. ~~3% Plus Step Movement~~)

Grade	2	3	4	5	6	7	8	9	10	11
A	15.0 3	15.4 0	15.8 4	16.1 7	16.5 9	16.9 7	17.3 4	17.6 9	18.0 5	18.5 0
B	17.7 2	18.1 6	18.6 4	19.0 8	19.5 6	20.0 6	20.4 4	20.8 7	21.2 8	21.8 4
C	19.0 7	19.5 4	20.0 4	20.5 2	21.0 6	21.5 6	22.0 4	22.4 4	22.8 9	23.4 6
D	20.7 8	21.3 0	21.8 3	22.3 7	22.9 5	23.5 2	23.9 8	24.4 7	24.9 5	25.5 7
E	22.4 3	23.0 0	23.5 7	24.1 6	24.7 6	25.3 8	25.8 9	26.4 4	26.9 4	27.6 4
F	56,7 91	58,2 09	59,6 65	61,1 57	62,6 87	63,9 39	65,2 19	66,5 22	67,8 52	69,5 48
G	60,3 46	61,8 55	63,4 01	64,9 85	66,6 11	67,9 44	69,3 01	70,6 88	72,1 02	73,9 05
G+8. 5%	-	-	-	-	36.5 9	37.3 3	38.0 7	38.8 3	39.6 4	40.6 0
H	76,7 03	78,6 20	80,5 88	82,6 02	84,6 68	86,7 84	88,5 20	90,2 89	92,0 95	94,3 97
I	84,3 73	86,4 84	88,6 46	90,8 61	93,1 32	95,4 60	97,3 71	99,3 17	101, 304	103, 837

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	92,844	95,133	97,540	99,948	102,447	105,008	107,406	109,250	111,435	114,221
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FY 2026

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

July 1, 2023-2026 (2.5% Plus Step Movement COLA)

Grade	2	3	4	5	6	7	8	9	10	11
A	15.26	15.63	16.05	16.41	16.84	17.22	17.60	17.96	18.32	18.78
B	17.99	18.43	18.89	19.37	19.85	20.36	20.75	21.18	21.60	22.14
C	19.36	19.83	20.34	20.83	21.38	21.88	22.34	22.78	23.23	23.81
D	21.09	21.62	22.16	22.71	23.29	23.87	24.34	24.84	25.32	25.95
E	22.77	23.33	23.92	24.5	25.13	25.7	26.28	26.81	27.34	28.02
F	57,643	59,080	60,560	62,074	63,627	64,898	66,197	67,520	68,870	70,591
G	61,251	62,783	64,352	65,960	67,610	68,963	70,341	71,748	73,184	75,014
G+8.5%						38.0				
H	77,854	79,799	81,797	83,841	85,938	88,086	89,848	91,643	93,476	95,813

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	85,63	87,7	89,97	92,2	94,52	96,8	98,83	100,8	102,8	105,3
I	9	81	6	24	9	92	2	07	24	95
J	94,20	96,5	98,97	101,	103,9	106,	108,7	110,8	113,1	115,9
	3	60	3	447	84	583	13	89	07	34

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FY 2027 2.50% COLA

Step - Grade	1	2	3	4	5	6	7	8	9	10
A	\$51.53	\$53.06	\$54.66	\$56.30	\$57.99	\$59.74	\$61.53	\$63.39	\$65.28	\$67.24
B	\$44.29	\$45.62	\$46.99	\$48.39	\$49.85	\$51.33	\$52.88	\$54.47	\$56.11	\$57.79
C	\$40.27	\$41.48	\$42.72	\$44.00	\$45.33	\$46.68	\$48.07	\$49.52	\$50.99	\$52.53
D	\$32.21	\$33.17	\$34.16	\$35.20	\$36.24	\$37.33	\$38.46	\$39.61	\$40.80	\$42.03
E	\$28.99	\$29.86	\$30.75	\$31.67	\$32.63	\$33.60	\$34.60	\$35.65	\$36.72	\$37.82
F	\$26.57	\$27.37	\$28.19	\$29.04	\$29.91	\$30.80	\$31.73	\$32.69	\$33.66	\$34.68
G	\$24.17	\$24.89	\$25.64	\$26.40	\$27.19	\$28.01	\$28.85	\$29.71	\$30.61	\$31.52
H	\$22.56	\$23.23	\$23.92	\$24.64	\$25.37	\$26.13	\$26.92	\$27.73	\$28.56	\$29.42
I	\$18.52	\$19.08	\$19.65	\$20.23	\$20.85	\$21.47	\$22.12	\$22.78	\$23.46	\$24.17

J

July 1, ~~2024-2027~~ (2.5% Plus Step Movement COLA)

Grade	2	3	4	5	6	7	8	9	10	11
A	15.49	15.86	16.29	16.66	17.09	17.48	17.86	18.23	18.59	19.06
B	18.26	18.71	19.17	19.66	20.15	20.67	21.06	21.50	21.92	22.47
C	19.65	20.13	20.65	21.14	21.70	22.21	22.68	23.12	23.58	24.17
D	21.44	21.94	22.49	23.05	23.64	24.23	24.71	25.21	25.70	26.34
E	23.11	23.70	24.28	24.89	25.51	26.15	26.67	27.21	27.75	28.44
F	58,508	59,968	61,468	63,006	64,581	66,071	67,100	68,533	69,903	71,650
G	62,170	63,725	65,317	66,949	68,624	69,997	71,396	72,824	74,282	76,139
G+8.5%	-	-	-	-	37.85	38.60	39.37	40.16	40.97	41.78
H	79,022	80,996	83,024	85,099	87,227	89,407	91,496	93,018	94,878	97,260
I	86,924	89,098	91,326	93,607	95,947	98,345	100,314	102,319	104,366	106,976
J	95,616	98,098	100,458	102,969	105,544	108,182	110,344	112,552	114,804	117,673

FY 2028 2.50% COLA

Step - Grade	1	2	3	4	5	6	7	8	9	10
A	\$52.81	\$54.39	\$56.03	\$57.71	\$59.44	\$61.23	\$63.07	\$64.97	\$66.91	\$68.92
B	\$45.40	\$46.76	\$48.16	\$49.60	\$51.09	\$52.62	\$54.20	\$55.83	\$57.51	\$59.23
C	\$41.28	\$42.52	\$43.79	\$45.10	\$46.46	\$47.85	\$49.27	\$50.76	\$52.27	\$53.84
D	\$33.01	\$34.00	\$35.02	\$36.08	\$37.15	\$38.26	\$39.42	\$40.60	\$41.81	\$43.08
E	\$29.71	\$30.60	\$31.52	\$32.46	\$33.44	\$34.44	\$35.47	\$36.54	\$37.63	\$38.77
E	\$27.23	\$28.05	\$28.89	\$29.76	\$30.66	\$31.57	\$32.53	\$33.50	\$34.50	\$35.54
G	\$24.77	\$25.51	\$26.28	\$27.06	\$27.87	\$28.71	\$29.58	\$30.46	\$31.37	\$32.31
H	\$23.12	\$23.81	\$24.52	\$25.26	\$26.00	\$26.78	\$27.59	\$28.42	\$29.27	\$30.15
I	\$18.98	\$19.55	\$20.14	\$20.74	\$21.37	\$22.01	\$22.67	\$23.34	\$24.05	\$24.77

**APPENDIX B**

JOBS AND CLASSIFICATIONS

<u>Job Title</u>	<u>Grade</u>	<u>Hourly/Salary</u>	<u>FLSA Exempt</u>
Library Assistant	I	H	No
Administrative Assistant	H	H	No
Assessors	H	H	No
Building Department	H	H	No
Board of Health	H	H	No
Planning & Conservation	H	H	No
Parks & Recreation	H	H	No
Selectboard	H	H	No
Clean Water Facility	H	H	No
Library Cataloguer/Technician	H	H	No
Assessing Technician	G	H	No
Financial Assistant	H	H	No
Dispatcher in Training	G	H	No
Children's Library Assistant	G	H	No
Dispatcher	F	H	No
Assistant Town Clerk	F	H	No
Assistant Treasurer	F	H	No
Assistant Planner	F	H	No
CWF Lab Manager	F	H	No
DPW Shop Foreman	E	H	No
CWF Lead Mechanic	E	H	No
DPW Office Manager	E	H	No
Health Agent/Sanitarian	E	H	No
Children's Librarian	E	H	No
Dispatch /Office Manager	E	H	No
DPW Working Foreman	D	H	No
CWF Foreman	D	H	No
Director of Council on Aging	C	S	Yes
Director of Parks & Recreation	C	S	Yes
Director of Assessing	C	S	Yes
Inspector of Buildings	C	S	Yes
Planning Director	C	S	Yes

Unit A includes all positions except those in Unit B.

Unit B includes the positions of Director of Council on Aging, Director of Parks and Recreation, Director of Assessing, Building Inspector, and ~~Planner/Conservation Agent~~Planning Director.

## APPENDIX C

### DRUG AND ALCOHOL POLICY

The purpose of this program is to establish the fact that the Town of Montague and its employees have the right to expect a drug free environment in the work-place. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of employees with a problem of alcoholism or drug dependency.

Except in the case of applicants for employment in the bargaining unit, no drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of employees shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. Immediate alcohol testing shall be permitted based upon the reasonable suspicion standard herein provided.

The Town shall provide a suspected employee and the Union with a written report evidencing reasonable suspicion within a reasonable time in advance of a proposed drug test.

The employee may initiate a review of the directive to submit a test sample or undergo a health test. The directive shall be reviewed by a Committee of three (3), comprised of one Union designee, one Town designee, and a health professional agreed on by the other two members of the Committee.

The Committee will review evidence brought against the suspected employee, and only after a majority of members of the Committee vote to uphold the evidence shall testing be required or the results of testing be released. If the Committee is not able to meet and/or decide within three (3) calendar days of a drug test directive being given to the employee, the employee will undergo the test and the test results will be sealed by the testing laboratory pending Committee action.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and Union officials with a compelling need for this information.

The directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance abuse.

Objective facts that shall be used in evaluating an employee's condition include but are not limited to:

1. Balance: sure/unsure/questionable
2. Walking: steady/unsteady/questionable
3. Speech: clear/slurred/questionable
4. Attitude: cooperative/uncooperative/questionable
5. Eyes: clear/bloodshot/questionable
6. Odor of Alcohol: none/strong/questionable

It is required that the observations of these objective facts by any supervisory witnesses be documented, along with any explanations by the employee concerning his/her condition.

Reasonable suspicion shall be based on information as to observations and objective facts and the rational inference(s) which may be drawn from this data.

The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of official or supervisory inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all-inclusive examples of such circumstances:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents, or involved in a dangerous situation reasonably suggesting the employee was not acting with his/her usual care.
3. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

Alcohol testing shall be performed without prior Committee review based upon reasonable suspicion as hereinbefore provided.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require testing shall be final and binding and not subject to the Grievance and Arbitration procedure. The test sample taken from the employee shall be secured by the physician, the Nurse Practitioner or a Testing Laboratory designated by mutual agreement of the Town and the Union. Failure to provide the test sample as directed will result in disciplinary action.

Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this article that an employee who is found to test positive on the drug screening shall be treated within the employer/employee relationship. It is incumbent upon the employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal include a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

It is agreed that the Parties will make every effort to protect privacy and confidentiality.

## APPENDIX D

### DEFINITIONS

- Department: Defined as having a separate accounting department number and an individual budget.
- Classification: Job Grade Classification.
- Position: Job Title.
- Unit: Two units in the Union: Supervisory and Non-Supervisory.
- Hourly: Hourly employees are generally employees in grades A-E-I. Employees in grades F-C-J-D who work 40 hours per week OR less than 35 hours per week and who are not otherwise salaried-exempt employees, will be paid on an hourly basis calculated by dividing the annual salary by the days in the fiscal year and then dividing that amount by 7 (for employees working less than 35 hours per week) or 8 (for employees working a 40 hour week).
- Bargaining Unit: The National Association of Government Employees.
- Anniversary Date: The calendar date that is the first day of work for the current job classification, adjusted for any loss of seniority except that, in the case of benefits eligibility, the “Anniversary Date” shall mean the calendar date that is the first day of work of the employee as a Town employee, adjusted for any loss of seniority or any break in service.

**APPENDIX E**  
**DISPATCHERS**

Dispatchers shall, to the extent consistent with their variant schedules, be covered by the terms of the agreement, as modified in the following respects:

Article 18 – Hours:

- A. 1. Police Dispatchers will work a 4 + 2 schedule (four days of work followed by two (2) days off). Their work day will be eight (8) hours per day and their pay will be averaged to thirty seven and sixty nine hundredths hours (37.69) per week.
2. The Communication Supervisor/ Office Administrator will work a forty (40) hour schedule, eight (8) hours per day, Monday through Friday.

Article 18 – Overtime subsection 6(b) to read:

It is understood that in an emergency the Town Hall shall have the right to take exceptional action in order to provide dispatch services; otherwise the following shall apply:

Whenever a shift cannot be filled due to the absence of a dispatcher who is requesting a vacation or personal day, the dispatcher requesting the day off will have to report for work if the request was made **within** seven (7) calendar days of the shift.

Whenever a shift cannot be filled which is the result of a request made **over** seven (7) calendar days in advance or a sick day, family sick day, bereavement day or a personal day that is a bona fide emergency, the shift will be filled in the following manner:

1. A list will be maintained of all dispatchers and per diem dispatchers. All overtime shifts (defined as: shifts taken off by full time dispatchers, as a sick day, vacation day, etc.) will be offered to full time dispatchers with the day off first. If they decline, the shift will go back to all other full-time dispatchers and then to the

per diems. If the shift cannot be filled then it will result in a force. (See below).

If there is more than one OT shift open on the same day, the dispatchers with the day off will get first choice of 1 shift. If the second shift is turned down by all other full time dispatchers than the shift will be offered to the dispatcher who is already working the other OT shift.

2. When an absence occurs on a shift that cannot be filled, the dispatcher currently on duty will be forced to cover the first four (4) hours of the unfilled shift. The next scheduled dispatcher will be forced to report for their shift four (4) hours early to cover the rest of the unfilled shift. The force will only take place after the shift has been offered to all full time, and per diem dispatchers.

(Dispatch Manager may take a full shift before a force occurs)

1. When a dispatcher requests time off last minute, the dispatcher on shift at the time will fill the shift following the rules indicated above in Article 18 #1.
  2. The dispatcher filling the shift will call the home / cell phone of each dispatcher and MUST leave a message.
3. All “**OPEN**” shifts (which are all currently 11-7 shifts) on the Dispatch Worksheet will be filled with per diem dispatchers first. If all per diems decline the shift, then the shift will be offered first to full time dispatchers with the day off in order of seniority (2 spots). If they decline then the shift is offered to all other full time dispatchers. If the shift cannot be filled it will result in a force.
    1. We will not allow days off if it will result in a force on the following Holidays: New Year’s Eve, New Year’s Day, Thanksgiving Day, Christmas Eve, and Christmas Day. All other Holidays are subject to a force, if the Dispatcher taking the time off has submitted the request 14 days prior.
    2. We will NEVER cause a force if the scheduled dispatcher is seeking to use time owed.

4. When a dispatcher is forced to work a shift because the shift could not be filled, they will be compensated for the force. Full-time dispatchers will be paid at double time for the hours worked during the force.
5. A dispatcher cannot be required to work without the Chief's permission if:
  - (a) He/she is already on an overtime shift or a day off; or
  - (b) It will require him/her to work more than sixteen (16) consecutive hours.
  - (c) No dispatcher shall work an overtime shift on a day that they attended a training class if it will put them over sixteen hours.
  - (d) Call-In Pay – see page 19, Article 18C.

#### Article 20 (Holidays)

##### Section B:

In the event that a dispatcher actually works on a holiday other than Thanksgiving or Christmas, he or she shall be paid at a rate of one and one-half (1½) his or her regular rate of pay ~~for hours actually worked~~ in addition to holiday pay. In the event that a dispatcher actually works on Thanksgiving or Christmas, he or she shall be paid at a rate of two (2) times his or her regular rate of pay ~~for hours actually worked~~ in addition to holiday pay.

#### Article 25 – Jury Duty:

(a) Federal Law states your employer is required to allow you to be away from work for Jury Duty, for as long as the court requires you to be there. They cannot prohibit employees from taking off for jury duty, for example: Night shift employees are excused from shift work during and for the night before the first day of jury.

An employee shall not be required to work beyond midnight on a day preceding his or her first day of juror service nor shall the employee be required to work a night shift during his or her term of jury service.

If an employee is excused from jury service prior the end of his or her shift, the employee must return to work. An employee working the night shift who is excused from juror service or completes juror service prior to 4:00 p.m. on a day in which he or she is scheduled to work the night shift is required to report to work for that shift.

Work Rules:

1. Dispatchers with the days off have first choice on all work on their days off.
2. Choice of work is made according to seniority.
3. Full shifts are to be filled first, if a shift is not selected, no other work will be offered to that dispatcher.
4. Full shifts may be split only after all dispatchers (with or without the day off) have passed on the full shift (includes Dispatch Manager). Per diems will be called for full shifts if the split would end up in a force for anyone.
5. Anyone refusing work goes to the bottom of the list, which includes dispatchers without the day off. This is to prevent someone from refusing one shift to get another one within the same day.
6. Anyone signing off a shift after they have taken a shift, unless they are ill or it is an emergency may face disciplinary action. The Chief of Police will judge each case.
7. Dispatchers are to review the worksheet and sign their names in pencil for any jobs they are interested in. The Dispatch Manger will then confirm that the proper procedure regarding seniority bidding rights have been followed before awarding the job.
8. The Chief of Police will settle all conflicts which should be presented before the shift is worked.
9. When a shift comes in to be worked that day, the first available dispatcher who can be contacted and accepts will get the job. All personnel starting with the dispatchers who have the day off will be called, then down the line according to seniority, and then per diems will be contacted.

10. If the dispatchers with the day off have refused a shift and another shift comes in, it will be offered to the other dispatchers without the day off first.
11. All dispatchers will keep the department apprised of relevant phone numbers so they can be reached for filling shifts or emergencies. If a dispatcher receives a message to call in, they will do so ASAP or face possible discipline.
12. Dispatchers may swap shifts with the permission of the Dispatch Manager.
13. Dispatchers may not work extra shifts while on vacation or personal days unless they have the permission of the Chief of Police.
14. Only one dispatcher at a time OFF on vacation or personal days, unless the shifts can be filled without forcing anyone (there may be exceptions to this rule made by Dispatch Manager).
15. Vacation days must be applied for at least 14 days in advance to the days requested. Personal days must be applied for at least 7 days in advance unless it is an emergency. Vacation and Personal days that are applied for with less notice than stated above will be granted if possible but may be denied if he shift is unable to be filled. If it is a personal day and a bonafide emergency the day will be allowed regardless.

MEMORANDUM OF AGREEMENT

BETWEEN

TOWN OF MONTAGUE

&

UNITED ELECTRICAL, RADIO, AND MACHINE WORKERS OF AMERICA, LOCAL 274

**Health Insurance Stipend**

Each member of the bargaining unit enrolled in a town-sponsored health insurance plan on July 1, 2025 shall receive a one-time stipend in the amount of \$200 to defray the increasing costs of health insurance.

TOWN OF MONTAGUE

UNITED ELECTRICAL, RADIO, AND  
MACHINeworkERS OF AMERICA,  
LOCAL 274

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

**AGREEMENT**

**between**

**THE TOWN OF MONTAGUE, MASSACHUSETTS**

**and**

**UNITED ELECTRICAL, RADIO AND MACHINE WORKERS  
OF AMERICA, LOCAL 274**

**EFFECTIVE: July 1, 2025 through June 30, 2028**

## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Agreement .....	1
2	Purpose of Agreement .....	1
3	Union Recognition.....	1
4	No Discrimination .....	2
5	Agency Shop and Checkoff of Dues .....	2
6	No Strike Clause.....	3
7	Town Rights .....	4
8	Seniority .....	5
9	Probationary Period.....	7
10	Procedures for Disciplinary Action or Discharge .....	8
11	Grievance Procedure .....	8
12	Wages .....	11
13	Hours and Overtime .....	13
14	Holidays.....	17
15	Vacations .....	18
16	Sick Leave .....	19
17	Bereavement and Personal Leave.....	20
18	Jury Duty Leave .....	21
19	Other Leaves of Absence.....	21
20	Insurance.....	22
21	Pension Plan .....	22
22	Safety .....	23
23	Miscellaneous .....	24
24	Uniforms.....	26
25	Scope of Agreement .....	27
26	Duration .....	27
Appendix "A":	Standards of Conduct.....	29
Appendix "B":	Wages .....	33
Appendix "C":	Substance Abuse.....	35
Appendix "D":	Memorandum of Understanding.....	37
Appendix "E":	Sick Leave Bank Agreement .....	38
Appendix "F":	CWF Provision .....	40

**ARTICLE 1**  
**AGREEMENT**

- A. Agreement entered into between the TOWN OF MONTAGUE in the County of Franklin, Massachusetts (hereinafter called the "Town") and the UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE) and its AFFILIATE LOCAL 274 of the UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (hereinafter called the "Union").

**ARTICLE 2**  
**PURPOSE OF AGREEMENT**

- A. This Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Town, its employees in the bargaining unit and the Union.
- B. It is the desire of both Parties to cooperate in maintaining a harmonious relationship between the Town and its employees, to provide an amicable method of settling any difference or grievance relating to wages, hours and other conditions of employment which may arise from time to time, and to provide for the performance by the Town employees of their work in a conscientious, productive and skillful manner which will serve the efficiency and economy of operation of the service to the Town.

**ARTICLE 3**  
**UNION RECOGNITION**

- A. The Town recognizes the Union as the exclusive representative of all full-time and regular part-time employees in the Department of Public Works ("DPW"), and Clean Water Facility ("CWF") and excluding all superintendents and assistant superintendents, working foremen, professional employees, clerical employees, all temporary, seasonal and casual employees, and all other employees of the Town.

**ARTICLE 4**  
**NO DISCRIMINATION**

- A. The Town agrees that no employee shall in any manner be discriminated against on account of membership in the Union or by reason of any Union activity.
  
- B. The Town and the Union hereby agree that neither Party shall discriminate against employees because of race, color, creed, sex, sexual orientation, genetic information, gender identity, religious affiliation, ancestry, veteran/active military status, national origin, or age as defined and protected under state or other applicable federal law.

**ARTICLE 5**  
**CHECKOFF OF DUES**

- A. The Town agrees to deduct current monthly dues in installments weekly for any employee covered by this Agreement who so individually authorizes the Town in writing on the following form, and promptly remit the same to the Financial Secretary of the Local.

CHECKOFF AUTHORIZATION

By: \_\_\_\_\_  
(Name of Employee)

To: Town of Montague

Effective: \_\_\_\_\_  
(Date)

I hereby request and authorize you to deduct from my earnings each week, the amount of UE membership dues. This amount shall be paid to the Financial Secretary of Local 274, United Electrical, Radio & Machine Workers of America (UE). These deductions may be terminated by me by giving you a sixty (60) days written notice in advance to both the Town and the Union, or upon termination of my employment.

\_\_\_\_\_  
Employee's Signature

- B. The Union agrees to and does hereby indemnify, defend and hold the Town harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Town in reliance upon any information, list, notice, statement, or authorization for the checkoff of Union dues delivered to the Town by the Union.

**ARTICLE 6**  
**NO STRIKE CLAUSE**

- A. The Union and the employees agree that they will not for any reason, including an alleged prohibited practice within the meaning of the M.G.L. c. 150E, authorize, threaten or participate in any strike (including a "sympathy" strike), job action, slowdown, work stoppage, or any interruption of or interference with the operations and services of the Town by concerted action.
- B. No grievance or other dispute need be taken up for discussion and settlement by the Town until any such violations have been terminated. Any employee or employees who engage or participate in any of the prohibited conduct described in Paragraph A shall be subject to disciplinary action, including reprimand, suspension or discharge, and such action, if taken by the Town, shall not be subject to the provisions of the grievance procedure except as to the question as to whether the employee or employees who were disciplined or discharged did in fact participate in or encourage or were responsible for the violation of the provisions of Paragraph A. In the event that any employees engage or participate in any of the prohibited conduct described in Paragraph A, the Union shall promptly, forthwith and without delay:
- (1) Publicly disavow such action by the employees; and
  - (2) Instruct such employees to cease such action, to return to work immediately, and to comply promptly with the provisions of this Article.
- C. The Town agrees that, during the term of this Agreement, it shall not institute a lockout against the employees covered by this Agreement.

**ARTICLE 7**  
**TOWN RIGHTS**

- A. The Town, the Union and the employees agree that the right and responsibility to operate and manage the business and the affairs of the Town, to select and direct the working forces and to control, direct, discontinue and change the use of its properties and facilities are vested exclusively in the Town. These rights and responsibilities include by way of illustration the right to determine, control and change work and experimental operations; the right to select, test, train and to determine the ability and the qualifications of the employees; the right to determine, control and change emergency, experimental, operating, production, shift, training and working assignments and schedules; the right to control, plan, change and direct facilities equipment, tools and operations; the right to determine, control, plan and change routes, route schedules, and job assignments; the right to determine, control, plan and change all matters pertaining to purchase, sale or disposition of equipment, and the organization of the management staff; the right to establish, distribute, modify and enforce reasonable rules of employee conduct, manuals of operating procedures and rules and regulations governing matters pertaining to safety and health within the operations of the Town; the right to determine, control and change the quality and nature of its products, materials and services and the quantity of production; the right to employ, lay off, discharge, retire, assign, discipline, transfer, interview and promote its employees, including casual, seasonal, temporary employees and contract labor except as specifically limited by this Agreement; the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment whether or not arguably within the capacity of Town employees to perform; the right to determine, control and make changes in work assignments, job content, productivity and performance standards, frequency and standards of inspection, the size of the work force and the right to investigate all matters relating to Town operations, citizen complaints and employee conduct; the right to determine, control, plan, direct and change facilities and services on Town premises for the use or benefit of the employees; the right to introduce and operate new or improved methods, facilities, processes or techniques; the right to control, determine, direct, establish, change and discontinue Town functions and services or the location or the operation of its garage, office, or other facilities; the right to acquire, change, discard, install and remove equipment, machinery, time recording systems, buildings, tools and other facilities; the right to determine, establish and change any form of employee

benefits not otherwise provided for in this Agreement; the right to maintain discipline and order and to maintain or improve efficiency within its operations and all other rights pertaining to the operation and the management of the business and the affairs of the Town and the establishment and change of conditions of employment not specifically given in this agreement to the Union or to the employees. The failure by the Town to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of the right of the Town to control, operate and manage its business. The Union and the employees agree that, except as otherwise specifically provided in this Agreement, nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent right to the management of the Town to operate and conduct its business, facilities and services within maximum efficiency or of the common law right of the Town to control, direct, manage, plan and make changes in the business or the affairs of the Town, and to unilaterally exercise rights and authority as provided and illustrated in this Section; provided, however, that none of these rights shall be exercised by the Town contrary to any specific provisions of this Agreement.

## **ARTICLE 8** **SENIORITY**

- A. The Town recognizes the principle of seniority and agrees to apply said principle in accordance with the provisions of this Article. Seniority shall be defined as the employee's total length of active service for the Town, excluding prior periods of employment from the Town in case of rehire. Seniority shall not accrue during periods of unpaid leave in excess of thirty (30) consecutive calendar days. To the extent provided in this Article, seniority may be exercised within, but not between, each of the following units:
- (1) DPW (including Light Maintenance and Landfill)
  - (2) CWF Clean Water Facility
- B. Should the Town decide to lay off employee(s) within a particular job classification, the Town agrees to lay off the least senior employee if the abilities and experience within the classification of the remaining employees are otherwise equal. The Town agrees to provide the Union and the

employees involved with a week's notice of any intended layoff. An employee faced with layoff shall have a single option to bump laterally or downward within his/her unit (as defined in Paragraph A), provided the employee has more seniority and is then immediately qualified to fully perform the job. An employee who has the qualifications and experience may request he/she be allowed to bump into a higher grade job held by a less senior employee, and any denial of such request may be grieved up to and including Step 3 of the grievance procedure, where the decision shall be final. Recall from layoff shall be in the inverse procedure.

- C. Whenever the Town determines to fill a vacancy, other than temporary vacancies, the Town shall post the job for three (3) work days on the appropriate bulletin boards, during which time interested employees may submit written bids to the appropriate Superintendent. In posting a job, the Town may establish a minimum term of up to one year during which the employee who fills the job may not, without a specific and written waiver, bid on another job posting. In deciding upon the appointment, the Town will give due regard to unit and Town seniority, but shall also give due regard to an employee's attendance record and experience. Prior disciplinary action may also be considered if relevant to the requirements of the posted job. In any new assignment, there shall be a probationary period of thirty (30) days, during which either the employee or the Town may rescind the assignment, provided that the employee is returned to his/her former position. Any employee who is aggrieved by any decision under this Section shall have the right to appeal to the Selectboard or its designee(s), whose decision shall be final, except with respect to an alleged violation of Article 4. Upon request, the employee and the Union shall have the right to a copy of the job bid, the names of bidders, the name of the selected individual, and the reason for the decision.
  
- D. An employee shall lose his/her seniority and cease to be an employee of the Town for any of the following reasons:
  - (1) If the employee quits;
  
  - (2) If the employee is discharged for just cause in accordance with Article 10;

- (3) If the employee fails to report within five (5) days after recall from layoff;
  - (4) If the employee is on layoff through three (3) complete fiscal years;
  - (5) If the employee is absent without notice for over three (3) days.
- E. Bargaining unit employees shall have the right to bid into vacant foreman positions which the Town intends to fill. The bidding procedure established shall apply. Employees who are awarded such a bid shall have a training period of one (1) year, during which time the Town or the employee, at the discretion of either, may terminate the award and restore the employee to his/her former position (or, if no longer vacant or existent, an equivalent position at the same grade). Seniority previously accrued shall be recognized after an employee has returned to the bargaining unit after having left it for a non-unit position.
- F. The Town may fill temporary unposted vacancies for no longer than thirty (30) calendar days with temporary transfers, after which it must post the job, unless the vacancy is caused by an employee being on a leave of absence for a defined time or a Town-authorized medical leave recovery period.

**ARTICLE 9**  
**PROBATIONARY PERIOD**

- A. The first sixty (60) calendar days of an employee's employment, plus time off due to illness or leave of absence, together with the DPW employee's first snow season, shall constitute trial period during which no written warnings or discharge shall be deemed a violation of any of the provisions of this Article or a cause for or subject to the grievance or arbitration provisions of this Article. The snow season shall be the period between December 1<sup>st</sup> and the following February 28<sup>th</sup>. The Town may waive some or all of the trial period for specific employees, and the Town may extend the trial period by an additional 30 days. In the case where the Town chooses to extend the probationary period, the employee will receive all contractual benefits except those noted in this Article. No employee is guaranteed employment for the duration of a trial period.

**ARTICLE 10**  
**PROCEDURES FOR DISCIPLINARY ACTION OR DISCHARGE**

- A. The Town agrees that it will not discipline or discharge any employee except for just cause.
- B. The Town agrees to give notice to the Union of any discharge as soon as possible. Any grievance or arbitration arising out of this Article shall be conducted as follows. The grievance may be filed with the Town Administrator at Step 2. A hearing on the grievance shall be scheduled at a mutually convenient time between the Union and Town Administrator, but in no event more than fourteen (14) days after the filing of the Step 2 grievance. The Town Administrator shall respond to the Step 2 grievance in writing within seven (7) days after the meeting. Thereafter, the parties shall follow the grievance procedure as outlined in Article 11.
- C. In making a determination as to whether or not discipline was administered for just cause, the arbitrator shall take into consideration the Town's policy on Standards of Conduct, Appendix "A."

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

- A. A grievance is a dispute arising during the term of this Agreement between the Town and the Union or any employee as to the application and interpretation of this Agreement.
- B. The Union and employees agree that the exclusive method for the adjustment, processing and settlement of a grievance is and shall be in accordance with the grievance and arbitration procedure prescribed in this Agreement. The Town, the Union and employees agree to be bound by any determination or decision which shall be made in accordance with this Agreement.
- C. All time limits provided in this Article may be extended by mutual agreement. Wherever the phrase "working days" is used, the phrase includes Monday through Thursday but does not include holidays as defined in this Agreement. A grievance as defined in this Agreement shall be processed and, if possible, settled in accordance with the following grievance procedure:

Step 1: The employee and/or the Union shall present the grievance orally or in writing to the employee's Superintendent within five (5) working days after the action or matter occurred or the time when knowledge of the events leading to the grievance should reasonably be known to the affected employee(s). If they cannot reach a satisfactory settlement within three (3) work days, then the matter shall be submitted in writing to the Town Administrator at Step 2 within the next five (5) work days.

Step 2: A meeting between the Union grievance committee, accompanied, if desired, by representatives of the Local or International Union, the aggrieved employee, if he/she so desires, and the Town Administrator or his designee, shall be scheduled at a mutually convenient time between the Town Administrator and the Union, but in no event more than fourteen (14) calendar days after the filing of the Step 2 grievance. The Town Administrator shall submit a written answer to the Union within seven (7) calendar days after the meeting. If the answer is unsatisfactory, the complaint shall be referred to Step 3 within five (5) work days after receipt of the answer, to the Selectboard.

Step 3: Upon timely receipt of a Step 3 grievance, the Selectboard shall schedule a meeting with the Union, to be scheduled at a mutually convenient time between the Selectboard and the Union, but in no event more than fourteen (14) calendar days after the filing of the Step 3 grievance. Within seven (7) calendar days after the meeting, the Selectboard, or its representatives designated for the purpose of this grievance, shall provide the Union with its written decision on the grievance.

Step 4: A grievance which is not settled after the completion of the Step 3 procedure may be submitted to arbitration in accordance with the following procedure:

- (a) Within forty (40) calendar days after receipt of the Selectboard's denial of the Step 3 response, the Union may submit a request for arbitration to the Federal Mediation and

Conciliation Service, with a copy to the Town. At any time prior to the appointment of an arbitrator, the Town and the Union may agree upon an arbitrator.

- (b) The demand for arbitration shall state the provision or provisions of this Agreement allegedly violated and shall state the remedy or relief sought.
  - (c) The parties shall select an arbitrator in accordance with FMCS Labor Arbitration Rules.
  - (d) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions submitted. The arbitrator shall be bound by the provisions of this Agreement and he shall not have any authority to add to, subtract from, modify or alter any of the terms or provisions of this Agreement.
- D. The expenses of the arbitration shall be shared equally by the Town and by the Union, except that expenses related to witnesses will be borne by the party calling the witness.
- E. The Town need not arbitrate and will not be bound by any arbitration award involving a matter also subject to Civil Rights, OSHA, Labor Relations Commission or other administrative agency action, unless the Town is first satisfied that such other procedures and avenues of litigation have been effectively waived.
- F. The Union grievance committee shall consist of up to three (3) employees for the Highway Department unit and up to two (2) employees for ~~Water Pollution Control Facility~~ **Clean Water Facility** unit grievances, with the Town being provided with the names of these individuals and any changes as they occur.
- G. Grievance meetings shall normally be held after normal first shift hours; however, if the Town schedules such meeting(s) during regular work hours, those employees essential for participation shall be released, without loss of pay, but only for so long as the meeting shall be held.

**ARTICLE 12**  
**WAGES**

- A. The classifications, grades and minimum rate ranges for all bargaining unit positions are made a part of this Agreement by attachment as Appendix "B". The rates shall be effective commencing with the first full payroll period in the designated fiscal year.
- B. Employees will be hired at no less than the minimum of the grade.
- C. Any employee who is unable to work due to injury sustained in the course of performing his duties will be compensated for the balance of the shift without requiring the use of sick leave.
- D. Step increases shall go into effect on July 1st of each year. Newly hired, transferred and promoted employees must be working in their June 30th grade/step on or before March 31st of a calendar year to be eligible to the step increase on July 1st of that calendar year. When an employee successfully bids on a job in a higher labor grade, he/she shall be placed in the higher grade in the Step that allows for a \$1.50 per hour increase. Should the salary schedule for the person being promoted not include an option that meets the \$1.50 per hour increase, they will be appointed to the highest available step on that scale.
- E. Upon thirty days' notice to the Union, the Town may change the present payroll practice to one on which employees will be paid on Friday for the full and complete preceding payroll period.
- F. When a qualified employee is assigned to operate equipment regularly operated by an employee in a higher grade, or when the Town request a CWF employee to fill in for an operator with a higher operations license or the operations foreman at the plant, the employee shall be paid at a rate equal to \$1.25 more than his regular hourly wage for all hours worked performing the job, provided the employee possesses the required license(s). An employee shall be considered qualified on the equipment after he has operated the equipment for at least forty (40) hours, and for at least twenty (20) most recent hours without accident or damage; the qualification time may be extended by mutual agreement if the Superintendent does not consider the employee qualified on the equipment. Nothing in this Agreement shall be interpreted to

require the Town to assign any employee to the operation of any equipment or to any function where the Superintendent or his designee believes the assignment may create an unsafe situation. Assignments to above-grade duties shall be within the discretion of the Town and are not subject to arbitration. It is understood that the Heavy Equipment Operator is eligible for Working Out of Grade Compensation under this section when assigned to perform as Supervisor for an entire week as vacation fill-in.

G. Annual longevity increases will be provided in the following amounts for employees who have completed the indicated number of years of service:

5 years	-	\$300
10 years	-	\$500
15 years	-	\$900
20 years	-	\$1,000
25 years	-	\$1,100
30 years	-	\$1,200

H. An employee possessing a license or certification not contained within any job description for employees working within that department that the Town utilizes during a calendar year shall be paid a stipend of \$1.50 per hour. The selection of employees and which licenses and/or certifications shall be utilized within a calendar year shall be at the discretion of management, with the explicit understanding that licenses cannot be stacked and employees shall only receive a stipend for one license/certification. Employees holding an extra trade/equipment license shall be paid \$1.50 per hour above their base rate of pay for the entire year, so long as they maintain the license for the entire year, whether they use the license intermittently or on a regular basis.

I.

**ARTICLE 13**  
**HOURS AND OVERTIME**

A. The pay week shall begin at 12:01 A.M. on Sunday and end at Midnight on the following Saturday. The pay day shall begin at 12:01 A.M. and end at Midnight that same day.

- B. The DPW work week shall consist of ten (10) hours per day, four (4) consecutive days per week, Monday through Thursday (except for unit members in the Clean Water Facility). The Clean Water Facility unit members shall work Monday through Friday 40 hours per week and 8 hours per day, with varying hours to be assigned by the Superintendent or his/her designee. Nothing in this Article shall be interpreted as limiting the hours during which the Town facilities may be open or during which work may be performed. Nor shall anything in this Article constitute or imply a guaranteed work week. In the event, due to financial problems, the Town determines a need to reduce the work week or other alternatives, it will negotiate in good faith with the Union to reach an agreement. Prior to instituting any change of the work week or any furloughs, the Town will provide financial information requested by the Union and there will be no subcontracting of any work that could be done by the bargaining unit during such period. The Town agrees to meet and discuss with the Union a four day, ten hour work week and, if mutually agreed, to implement such a schedule for whatever work groups are covered by the agreement during the summer period. Overtime will not be paid until after ten hours of work in one day under such a schedule and all leave time will be calculated in hourly increments.
- C. The first shift starting time shall be 6:00 A.M., except as otherwise mutually agreed. Any second shift or overlapping shift which the Town intends to establish for a duration of one week or more shall not be implemented, except in emergency, without two weeks advance notice to the Union and an opportunity for the Union to discuss the effects of such a decision. Landfill shift starting times will normally change in February and November to reflect patterns of use. Significant changes will not take place without one week's notice to affected employees.

The Union agrees to continue working beyond 4:00 P.M. in the event of an emergency as determined by the Town. If it becomes necessary due to the requirements of the Town's customers to change the hours of some or all operations, the parties agree to reopen negotiations as to the impact of such change.

- D. During every full shift, there shall be a ten (10) minute "coffee" break and a twenty (20) minute paid "lunch" break, each of them being on site. Water Pollution Control employees shall have a ten (10) minute break between lunch and the end of the shift. There shall also be a five (5) minute "washing up"

time at the end of each shift for employees whose assignments that day warrant such time; Water Pollution Control employees shall be allowed a twenty (20) minute shower time. Employees who are called in for emergency overtime shall be entitled to a twenty (20) minute break for each four (4) hours of work performed, said breaks to be delayed, if possible, until the emergency work is completed.

- E. The Town will provide vehicles with waterless hand-cleaning materials and containers for drinking water.
- F. The Town may alter the work schedules of employees who are in a probationary period as necessary for training purposes.
- G. All hours which an employee is required to work in excess of (a) forty (40) hours in one calendar week or (b) ten (10) hours in one day shall be compensated at one and one-half (1 1/2) times the employee's straight time hourly wage rate. Vacation, holiday and sick time, paid for but not actually worked shall be considered hours worked for the purpose of calculating an overtime obligation of the Town. There shall be no pyramiding of premium and/or overtime pay.
- H. The Town may require employees to be available for and to perform overtime work, and all parties to this Agreement understand that this requirement is an essential element of the employment relationship. The Town agrees that normal overtime opportunities will be offered to all available and qualified employees within the classification on an impartial basis and with as much notice as practicable. All DPW employees who are qualified and regularly remove snow and treat ice shall be offered the chance to work before any non-union person is called in for overtime work, provided that this does not impact the ability of on-duty managers to perform such work or to deal appropriately with emergencies. An employee shall be charged with overtime refused. An employee who cannot be reached by telephone or other agreed upon arrangement shall be regarded as refusing overtime.
- I.
- I. In emergency conditions (e.g., flooding, storm damage, ice or snow emergencies), the provisions in Sections B and C above shall not be applicable, provided that normal schedules shall be resumed as soon as possible and the

overtime provisions of this Article shall remain in effect. If an employee works a shift then has fewer than six (6) consecutive hours rest before his shift starts again, the hours worked on this next shift will be paid at the overtime rate.

- J. There shall be a shift differential for regularly scheduled second and third shifts of twenty-five cents (\$.25) and forty cents (\$.40), respectively.
- K. In case of a call-in, and if the employee reports to work within thirty (30) minutes, there shall be a minimum guarantee of three (3) hours work or pay. An additional call-in within a guarantee period will extend the minimum guarantee period by one (1) hour. Such additional consideration is limited to one hour, in total, per staff member, per 24-hour period.
- L. Separately from the general responsibility of each employee to be available for such operations as snow plowing, there shall be a standby crew as follows:
  - For DPW employees, winter season standby shall be based on seven (7) days, after regularly scheduled workhours. Winter season standby shall commence at the discretion of the Superintendent, but shall be no less than fifteen (15) non-consecutive weeks in duration.
  - Non-winter standby pay for DPW employees shall include all weekends (Thursday 4:00 p.m. to Monday 6:00 a.m.) and Holiday coverage (Thursday 4:00 p.m. to Monday 6:00 a.m. or 6:00 a.m. of the next regularly scheduled work day).
  - DPW employee Winter standby or any seven-day shall be two-hundred ten dollars (\$210) per week (only applicable to the five (5) staff listed on the on-call schedule for the week).
  - DPW employee non-winter weekend standby pay shall be one-hundred five dollars (\$105) per weekend.
  - DPW employee holiday standby shall be one hundred thirty-five dollars (\$135) per Holiday weekend.

- CWF employee regular weekly standby pay shall be two-hundred ten dollars (\$210) per week.
  - CWF employee holiday standby pay shall be two-hundred fifty-five dollars (\$255) per holiday week.
  - Management will provide the standby schedule and the Union members will volunteer for standby shifts and volunteers will be scheduled in order of seniority by management.
  - In the event there are no volunteers, employees shall be mandated in reverse order of seniority to fill standby shifts.
  - The Town agrees to provide pagers to the employees on standby or as deemed necessary to cover emergency situations. Failure on the part of an employee on standby, or an employee generally during periods of snow or other weather emergencies, to be available and reliable for assignments, unless Union prior excuse, shall constitute a failure or refusal to perform assigned work and shall be subject to Article 10 procedures.
  - Call in hours from 6:00 a.m. to 10:00 p.m. will be a minimum three (3) hour call-in pay
  - Call in hours from 10:01 p.m. until 5:59 a.m. will be a minimum four (4) hour call-in pay.
- M. Overtime Bank: The Town agrees that on a reasonable advance notice to the Town an employee may elect to defer overtime payments, to a maximum of sixty straight-time hours to an overtime bank and the employee will be able to take such time off on request, subject to scheduling approval by the Superintendent.
- N. Three (3) hours of work at the applicable overtime rate will be guaranteed to employees called or scheduled back to work after having completed their shift and left the workplace. A minimum of one (1) hour work at the applicable overtime rate will be guaranteed for OT work assigned after the end of the shift, before having left the workplace.

O. Off-Pager Senior Call-In

Non-page call-ins will be made in order of seniority unless the work being performed is specific to certain staff member skills or is of the utmost urgency. The exhaustive list of work specific to staff member skills is tree work, alarms and vector truck work. Issues of the utmost urgency include situations such as infrastructure failure, fire or other such public emergencies.

A list of bargaining unit members organized by seniority, with senior staff at the top, shall be used to track call-in work. Call-in requests will be made by seniority but management shall not call senior members at the top until each member has been offered to call-in work.

When the job-specific call-in occurs, those called in shall be checked off the call-in list. Members responding to work requiring specific skills shall be offered additional call-in work until the most junior member has been offered a call-in.

**ARTICLE 14**  
**HOLIDAYS**

A. The following thirteen (13) days shall be considered paid holidays under this Agreement:

New Year's Day	Memorial Day
Martin Luther King's Birthday	Independence Day
Presidents' Day	Labor Day
Patriot's Day	Columbus Day
Thanksgiving Day	Veterans Day
Christmas	Juneteenth

The day before Christmas (i.e., December 24th) shall be a paid holiday when it falls during the Monday through Thursday work week (or when it falls on a

scheduled work day of an employee on a different work week). In any year in which the day before Christmas is not a paid holiday, the day after Thanksgiving shall be a paid holiday. **CWF employees shall get the day after Thanksgiving off as a holiday.**

All work performed by Clean Water Facility (“CWF”) employees on a day celebrated as a holiday as provided in this Article shall be compensated on a double-time basis. All work performed by DPW employees during the 24-hour periods of Memorial Day, Independence Day, Thanksgiving, Christmas and New Year’s Day shall be compensated on a double-time basis. All work performed by DPW employees during all other holidays shall be compensated on an overtime basis.

- B. Holiday pay equal to straight time pay for eight (8) hours for all full-time CWF employees and ten (10) hours for all full-time Highway Department employees shall be paid to all full-time employees.
- C. Holidays that fall on Saturday shall be celebrated the previous work day (Thursday or Friday), and holidays that fall on Sunday shall be celebrated the next day (Monday). For DPW employees, holidays that fall on a Friday shall be celebrated on the preceding Thursday.
- E. If a paid holiday occurs during an employee's vacation period, the employee will receive an extra vacation day in lieu of the holiday.

**ARTICLE 15**  
**VACATIONS**

- A. Vacation leave with pay shall be earned by employees after completion of each year of service, on the anniversary date, in accordance with the following schedule:

One Year	---	80 hours of vacation
Five Years	---	120 hours of vacation
Ten Years	---	160 hours of vacation
Twenty Years	---	200 hours of vacation

Employees hired after July 1, 2013 will be capped at a maximum of 160 hours of vacation.

In addition, new hires earn 16 hours of vacation following completion of each ten (10) weeks of work during their first year, to a maximum of 80 hours.

- B. In the event of conflicting requests for vacation preference, seniority shall control. In the event of conflicting requests for the scheduling for time off (other than vacation requests in work week blocks, which requests shall take priority), seniority shall control unless departmental operations will be adversely affected. Up to 40 hours of vacation may be carried over to the next anniversary year; otherwise all vacation leave must be taken within twelve (12) months after it is earned, or it will be lost. Requests for vacation leave shall be made to the Superintendent with reasonable advance notice; if so made, the request shall be answered within five (5) work days and approval shall not be unreasonably withheld.
- C. A vacation, once set, cannot be canceled or changed, except by mutual agreement. An employee who is hospitalized while on vacation will be allowed to substitute sick leave for the vacation days involved.
- D. Vacation shall be taken in no less than half day increments, except that DPW employees who have used vacation under prior Agreements in less than half day increments may continue such practice.
- E. Whenever the employment of any person subject to the provisions of this Section is terminated during a year by layoff, resignation, discharge, retirement or death, without them having been granted a vacation to which they are entitled under such Section, employee, or in the case of employee's death, employee's estate, shall be paid at the regular rate of compensation payable to employee at the termination of his or her employment, an amount in lieu of such vacation; provided that no monetary or other allowance has already been made therefor. The official head of the department in which the person was last employed shall enter on the departmental payroll all amounts payable under this Section.

**ARTICLE 16**  
**SICK LEAVE**

- A. Full-time employees shall earn sick leave as follows: Employees shall earn 8 hours for each five (5) weeks worked, until they have worked for the Town at least one year, at which time, and annually on the anniversary date of that unit member thereafter, they shall be credited with 120 hours of sick leave, pro-rated for any employee who, during the previous year, was on layoff, unpaid leave, or Worker's Compensation for thirty (30) or more days.
- B. Unused sick leave, up to a maximum of 1,000 hours, may be accumulated and carried forward.
- C. Accrued sick leave of up to 80 hours per year may be used in the case of a serious illness of a spouse, parent or dependent where the employee's attendance at home or hospital is reasonably necessary.
- D. To be eligible for sick leave, the employee must notify the supervisor as soon as possible in advance of the employee's scheduled work hours. An application for sick leave must be filled out and signed by the employee and submitted to the office for approval by the Superintendent before sick leave can be paid for. In order to remain on sick leave status, it shall be the responsibility of the employee to notify the Town of the anticipated length of absence and any change therein.
- E. The Town may require the employee to produce a statement from a physician acceptable to it before authorizing sick leave or permitting the employee to return to work after an absence for medical reasons, but shall not impose such requirements unreasonably. Sick leave may be used only when the employee has a bona fide illness or injury prohibiting work and not covered by Worker's Compensation, and in the case of serious illness of the spouse or dependent as described in "C" above; provided that no sick pay is available where the disability occurred during the course of employment elsewhere or self-employment.
- F. Sick pay shall be calculated only on the straight time rate applicable to the employee on the day of the absence, and shall be paid only for hours that the employee was scheduled to work at straight time. On request, in July of each year, the Town will provide a statement of such leave accruals.

- G. On or before July 15th of each year, the Town shall provide each employee with a statement showing the balance of that employee's accrued sick leave.
- H. Upon the death of an employee with 15 years of Town service, or upon an approved retirement under the Town Retirement plan, the Town will buy back up to twenty-five percent (25%) of the employee's unused sick leave, at the straight time rate then applicable. The amount of the buyback shall not exceed four-thousand five-hundred dollars (\$4,500.00).

**ARTICLE 17**  
**BEREAVEMENT AND PERSONAL LEAVE**

- A. An employee shall be granted up to 40 hours off with pay in the event of a death in his or her immediate family for purposes of grieving, making funeral arrangements and attending the funeral. Payment shall only be made for those days on which the employee was actually scheduled to work. Immediate family for purposes of this Article is defined as spouse, child, parent, brother, sister, grandparent, grandchild, or parent of spouse. Upon the death of any other relative, the employee shall be entitled to leave work without loss of pay for one day. An employee may be granted additional time off with pay at the discretion of the supervisor. The Town may request that an employee claiming the foregoing shall provide reasonable proof of death.
- B. On his/her anniversary, an employee shall be entitled to 24 hours of personal leave, to be scheduled and used in the same anniversary year with the mutual agreement of the employee and the Superintendent, or his designee. Personal leave requests must be for minimum one hour increments, and response will not be delayed beyond the reasonable time needed to arrange for coverage.
- C. In an instance where DPW unit members have four (4) or less hours of personal time, the Town will allow a one-time use in the fiscal year of vacation time to cover up to six (6) hours of personal time so the DPW unit member can take the whole day off.

**ARTICLE 18**  
**JURY DUTY LEAVE**

- A. Any employee who is called to and reports for jury duty shall have his regular salary continued during the period of jury service. The employee will be paid only for time lost on regular work days. In order to receive payment for jury time, the employee must give the Town prior evidence of the summons and must furnish satisfactory evidence from the Clerk of Court of the time served and amounts paid. Jury duty pay, when received from the government, is to be paid over to the Town, which shall return to the employee any amounts earned on days the employee was not scheduled to work, plus any amounts constituting expense payments. Nothing herein shall be applied so that an employee shall receive in jury pay and regular pay more than his normal wages. In order to receive benefit of this provision, employees on the day shift are expected to report to work whenever they are released from jury duty before Noon. This Article does not apply in cases where the employee voluntarily applies for jury duty.

**ARTICLE 19**  
**OTHER LEAVES OF ABSENCE**

- A. Unpaid leaves of absence for up to one (1) year may be granted by the Superintendent, subject to approval of the Selectboard, at their discretion.
- B. Leaves of absence by an employee due to her pregnancy will be granted in accordance with state law.
- C. The Town agrees that up to two (2) Union Representatives will be granted unpaid time off to attend not more than three (3) District Council meetings, and one (1) National Union Convention per year, provided that there is no interruption or disruption of operations or security. The Union shall provide reasonable written notice to the Town's Executive Secretary prior to such meetings.
- D. Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrent as both FMLA and contractual leave, and the more liberal provisions shall apply.
- E. When Town Hall employees have a full paid day off due to snow, employees in this unit will be given a paid floater personal day to be taken later in the fiscal year.

**ARTICLE 20**  
**INSURANCE**

- A. The Town will offer Hospital and Medical Insurance and Life Insurance (\$10,000) plans to its employees. The Town, after negotiating with the Union and after consulting with the Insurance Advisory Board, shall have the right to make the final decision on the plans offered.
- B. The contribution towards health insurance premiums shall be an 80% contribution rate for the Town and a 20% contribution rate for employees.
- C. The Town shall continue its obligation to the Town employees in compliance with the provisions of Chapter 32B of the General Laws, and will establish and maintain an Insurance Advisory Board.
- D. The Union agrees to consider the Town moving into the GIC plan if all other conditions required by the law are met and if the move will have a positive cost benefit to the employees compared to the other options available to the Town from its current provider(s).

**ARTICLE 21**  
**PENSION PLAN**

- A. The retirement system and pension plan provided under Chapter 32, M.G.L. shall continue to be applicable to employees covered by this Agreement in accordance therewith. The Town shall furnish each employee with booklets or any other information available to it setting forth the rights and benefits under the plan.

**ARTICLE 22**  
**SAFETY**

- A. The Town and the Union and the employees agree to cooperate in order to provide the public and the employees of the Town with safe departmental operations. Each party agrees to make reasonable efforts to take necessary steps to accomplish the objectives of the parties.

- B. No employee shall be required to perform any task which he/she reasonably believes would create an abnormally dangerous condition.
- C. The Town will furnish each new employee with adequate rain gear, rubber boots, gloves, ANSI-approved reflective vests/wear, and helmets. The employee shall be responsible for the proper storage, use, care and maintenance of the items assigned. The items shall remain the property of the Town and are to be used on for Town business. The Town will reimburse each employee up to Seven-Hundred Dollars (\$700.00) per year to cover the cost of the purchase of approved clothing and safety shoes.

If the Town secures and pays for a uniform rental program for CWF employees, the clothing allowance for CWF employees will be Four-Hundred Fifty Dollars (\$450) per year. Employees agree to cooperate with such program. Uniforms shall be appropriate for the position and will mitigate hazards associated with the environmental conditions in which employees work.

- D. All employees shall wear steel or composite-toed safety shoes. Safety shoes are not to be unreasonably used outside of Town business.
- E. The Town will contribute up to Two Hundred Fifty Dollars (\$250.00) for the repair or replacement of glasses damaged in the course of work without negligence, provided however that such a replacement will be with safety glasses or lenses.
- F. Should a member be on a call-in and deem another bargaining unit member is needed for safety reasons, the member shall have a right to request that a second bargaining unit member be called in to provide assistance. The request shall not be unreasonably denied.
- G. Should working conditions change in a way that increases the likelihood of employees being exposed to health and safety hazards, the parties agree to convene to bargain over the effects and impacts of the change. When practicable, the Town will provide the Union with no fewer than thirty (30) calendar days' notice of such change. The Town agrees that it will not alter employee job duties in a way that could increase risks to the health and safety of employees without mutual agreement of the Union, nor will the

Town intentionally alter the working conditions of employees in a way that could increase risks to the health and safety of employees without mutual agreement of the Union.

**ARTICLE 23**  
**MISCELLANEOUS**

- A. Within ten (10) days of any change in rates or classifications, or of the hire of a new employee, the Town shall notify the Union.
- B. Employees are required to notify the Town of any change in address or telephone number where he/she can be reached.
- C. The Union shall keep the Town advised of the names and titles of all Union officials representing the Union.
- D. Employees who are scheduled to work less than twenty (20) hours per week are not entitled to the benefits set forth in Articles 13 through 18, and 20 and 21.
- E. Employees who are unable to perform their regular work due to job-related illness or injury, and who are eligible for Worker's Compensation benefits, may be assigned to other duties within the department if medically authorized, and if qualified to perform the duties. If sufficient such duties are not available in the department, the Town may offer the employee work in other Town departments, which the employee may decline for good cause. Such an assignment shall not result in any substantial change in the employee's hours of work, and the employee shall receive his/her regular compensation and benefits, and shall continue to be covered by this Agreement.
- F. In the event that the Town decides to subcontract work regularly performed by bargaining unit employees in circumstances where the bargaining unit employees are available, with the necessary skills and equipment to do the work in the required time, the Town shall give the Union thirty (30) days written notice of its intention. This requirement shall not exist in the case of emergency or in the case of such long-standing practices as snow-plowing (unless radically expanded), carpentry or tree work contracting, or the use of seasonal help. Within five (5) work days of receipt of such a notice by the

Union, the Town, upon request, agrees to meaningfully bargain in good faith over the effects of such decision. During snow/ice emergency periods, the Town may employ reserve drivers at the starting rate of the lowest grade (currently \$13.55 per hour) when regular driver employees are not available and the overtime list has been exhausted.

- G. The applicable Town policy on substance abuse is at Appendix "C."
- H. The Town and the Union agree to the CWF weekend coverage agreement attached as Appendix "D."
- I. At the Town's expense, the Town may require an employee to take an annual physical examination by a Clinic or physician of the employee's choice. The complete report will be provided only to the employee; however, the Town will be informed of any physical fitness (i.e., physical, mental or emotional) condition which may reasonably interfere with the performance of the employee's duties, together with any recommended regimen of exercise, diet or other prescription designed to alleviate, reverse, or improve the condition or concern. This provision does not have a disciplinary purpose, and the Town agrees to cooperate with the employee and the Union to reasonably accommodate and/or correct any fitness problem affecting the employee's work performance.
- J. The Town shall pay the cost of a CDL license, and shall pay testing and renewal fees for Hoisters and CWF licenses when required by the position or request by the Town. All employees who currently possess such licenses will continue to have their license fees paid for by the Town. The Town shall pay for all test fees required for the CDL license in order to take the test one time. Additionally, the Town shall cover the cost of any DOT required annual physicals as well as any necessary state mandated continuing educational requirements to maintain any required license held or as required to meet job requirements. In the event the state requires testing that an employee fails, the Town will not pay the cost of a re-test or repeated continuing education needed for a re-test.
- K. The Town will pay the cost of typhoid and tetanus protection and hepatitis B shots required of employees who perform sewer work or CWF work. The Town will provide Hepatitis A shots to employees required to have such protection.

- L. In the event that the Town discontinues the landfill operation, the Union will be given a sixty (60) day written notice and will be given the opportunity to bargain with the Town over the effect(s) of the decision. The decision to discontinue the landfill operation will not be subject to grievance and arbitration.

Should the Town decide to expand its operations subject to this Agreement, with resulting impact on or opportunities for employees of this bargaining unit, it is agreed that the Town's right to do so shall not be modified except that the Town will negotiate in good faith as to the impact of such changes.

- M. The Town may use prison labor for tasks for which bargaining unit employees are unavailable to perform in a timely manner. Such tasks may include picking up litter, cutting brush, moving items, painting and roofing. In no event will the availability of prison labor be considered a basis for eliminating any union position. Town employees shall not be responsible for guarding or transporting the prisoners.
- N. All leave time for each individual unit member shall accrue on the anniversary date of that unit member.
- O. The Town shall reimburse CWF employees for the purchase of tools, materials, and consumables that have been used for the completion of their work duties at the request of a Department Head. If employee-owned tools are damaged while being used for CWF work duties at the request of a Department Head, the Town shall reimburse employees for the cost of their replacement or repair.
- P. The Union may schedule a 1½ hour luncheon twice (summer and winter) annually for team building to include all employees and management.
- Q. The Union may meet up to three (3) times per year at 2 pm. The meeting may include all members of the bargaining unit.

**ARTICLE 24**  
**UNIFORMS**

- A. All employees shall be required to wear uniform clothing whenever working for the Town. The Town will annually provide two (2) ANSI-approved reflective hooded sweatshirts, which will be ordered no later than August 31<sup>st</sup>.
  
- B. Upon termination or lengthy interruption of employment, employees shall return all Town-purchased items of clothing and equipment in clean and good condition (It is understood that some items of clothing and equipment may no longer be in good condition due to normal wear and tear). The cost of the items not returned shall be deducted from the employee's pay.

**ARTICLE 25**  
**SCOPE OF AGREEMENT**

- A. The parties acknowledge that, during their negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
  
- B. Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to unilateral action by either party involving any subject matter referred to or covered in this Agreement or with respect to any subject or matters not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
  
- C. No addition to, alteration, modification or waiver of any provision of this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Employer and the Union.

**ARTICLE 26**

**DURATION**

- A. This Agreement shall be effective July 1, 2025 and shall continue in full force and effect through June 30, 2028.
  
- B. Either party desiring to make any changes or modification in this Agreement to become effective at the end of the initial term or at the expiration thereof, shall notify the other party in writing of its desire either to enter into negotiations for the purpose of making changes or modifications herein, or of its desire to terminate this Agreement at least sixty (60) days prior to the expiration of the initial term or any extensions thereof. In the event that any change or modification so requested by either party is not mutually agreed upon prior to the expiration of the initial term or any extension thereof, the Agreement shall terminate at such expiration date unless the same shall be extended by mutual consent.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement, including its Appendices "A" through "E," to be executed in its behalf by its undersigned Selectmen, all duly authorized; and the United Electrical, Radio and Machine Workers of America (UE) and its affiliate Local 274 of the United Electrical, Radio and Machine Workers of America (UE), has caused this Agreement to be executed in its behalf by its officers and representatives, each duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF MONTAGUE:

UNITED ELECTRICAL, RADIO AND  
MACHINE WORKERS OF AMERICA  
(UE) and its AFFILIATE LOCAL  
274 of the UNITED ELECTRICAL,  
RADIO AND MACHINE WORKERS  
OF AMERICA (UE):

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

**APPENDIX "A"**  
**STANDARDS OF CONDUCT**

The following standards of conduct have been established in pursuit of the best interests of the employees, the public and the accomplishment of our public purpose.

Less Serious Matters

Certain conduct may be grounds for counseling and warning on the initial occasion. Inattention to duties, rude or discourteous behavior toward the public or co-workers, occasional absenteeism or tardiness, public use of obscene language – are typical of this kind of conduct. Repetition of such conduct after warning will be grounds for further and more serious discipline.

Serious Misconduct

Certain conduct in itself or because of its repetition is so serious that severe discipline, up to and including discharge, without counseling or warning, is warranted. Examples of such conduct are:

- (1) Deliberate damage to equipment or Town property, or damage resulting from gross negligence.
- (2) Unjustified failure or refusal to carry out a work assignment, except when due to equipment failure.
- (3) Falsifying information on an employment application, a time record or any other official document or any other form of dishonesty.
- (4) Insubordinate or deliberately flagrant antagonistic conduct.
- (5) Failure to report for work without notice and a legitimate excuse.
- (6) The use or possession of alcohol, narcotics or firearms on Town premises or work sites during working time, or in Town vehicles or equipment.
- (7) Theft of property of the Town or that of another employee.

- (8) The use of repeated verbal threats or other serious threats of violence.
- (9) Stopping work or leaving the work place during working hours without the approval of the supervisor, except for reasons beyond the employee's control, in which case the employee shall immediately notify the supervisor.
- (10) Conduct usually considered dangerous to the person or property of others.
- (11) Reporting for work under the influence of alcohol or narcotics.
- (12) Failure to maintain proper motor vehicle registry or other required permits and licenses.
- (13) Conduct which brings into disrepute or causes severe embarrassment to the Town.
- (14) Deliberate failure to require the payment of Town-required fees (e.g., landfill).

The specific conduct described above does not include all of the grounds for discipline or discharge after a warning. These descriptions are intended as illustrations of the type of conduct which must be avoided for the good of our employees and the Town. Any other material violations of the law or public regulations or conduct usually considered harmful to the person or property of others will be grounds for discipline.

### Application of Discipline

Town policy with respect to employees follows one of two courses, depending on the nature of the behavior:

- (1) Aggravated or very serious misconduct should result in immediate indefinite suspension, pending investigation of all the circumstances, with the employee given a specific date and time to report to the Superintendent for further conference one or two working days later. In the meantime, the Superintendent will determine whether to impose

a written warning, a one-week suspension, a two-week suspension, or discharge. Obviously, the warning will be appropriate only where investigation reveals substantial mitigation.

- (2) Improper conduct of a less immediate nature, but which has continued or recurred despite counseling and after one written warning, should, at the time of the next occurrence, result in a three-day suspension. Another occurrence calling for discipline should result in termination.

Thus, the stages of discipline for successive instances or continuation of unacceptable but not serious misconduct (whether the same or different types of misconduct) are:

- (1) One oral warning noted in the file.
- (2) One written warning. Warnings shall be provided to or shown to the employee, and a copy shall be provided to the employee for the Steward.
- (3) Three-day suspension without pay.
- (4) Termination.

While the Town is not obligated to do so, it will in appropriate cases make an effort to advise an employee at least one day in advance of the possibility that he/she will be suspended or terminated.

### Removal of Disciplinary Records

Time actually worked without further cause for warning or discipline will result in expunging from the personnel file references to prior warnings or discipline. An oral warning, which is noted in the file, will be expunged after six months of active employment; a written warning will be expunged after two (2) years and a suspension after four (4) years. Documents expunged from the personnel file under this section may be retained by the Town to be used for statistical purposes, or to be available for non-disciplinary purposes, it being understood that such records shall not be used by the Town to bypass the stages of discipline set forth above.

## Absence and Tardiness

Repeated, unreasonable or chronic tardiness will be a matter for counseling and, if repeated or continued, will result in an oral warning, a written warning, a three-day suspension, and ultimately, termination.

Any unapproved or unjustified absence warrants a written warning against reoccurrence, and discipline if needed. Unreasonable failure by an employee to give prompt notice that he or she will not be able to work scheduled hours is also unacceptable.

Where a pattern of absences appears or where an employee is absent on a day for which attendance has been previously designated as particularly important, or in any circumstances where abuse of the sick leave benefit is reasonably suspected, the Town may require the employee to produce appropriate evidence supporting application for sick leave.

Within a period of one year, five or more single day sick leave applications, or single and two-day sick leave applications totaling more than seven days shall be a matter for administrative concern. Employees whose poor health consistently requires more sick leave than this constitute a problem for the other employees and the need of the Town to consistently maintain adequate staffing; such employees will be counseled and, if improvement does not take place, other methods of dealing with the situation will be explored. If the absenteeism continues, and if the disruption it causes cannot be avoided by such approaches, then progressive discipline may be in order, regardless of the reason(s) for the absenteeism. Counseling records, such as letters of concern, will be removed from the employee's file after six (6) months from issuance, if at that time the employee's record over the prior twelve (12) months is no longer a matter for concern under this standard.

\*\*\*

**APPENDIX “B”**  
**HOURLY WAGES – UE LOCAL 274**

JOBS AND CLASSIFICATIONS

Job Title	Grade
DPW Custodian	I
DPW Light Equipment Operator In-Training	H
DPW Light Equipment Operator	G
DPW Building Maintenance Worker	G
DPW Grounds Maintenance Worker	H
DPW Grounds Maintenance Lead	F
DPW Heavy Equipment Operator	F
DPW Lead Mechanic	F
DPW Collection System Lead Operator	E
CWF Laborer/Operator	H
CWF Wastewater Technician	F
CWF Lead Operator	F
CWF Lead Mechanic	E

\*\*\*

Step increases shall go into effect on July 1<sup>st</sup> of each year. Newly hired, transferred and promoted employees must be working in their June 30<sup>th</sup> grade/step on or before March 31<sup>st</sup> of a calendar year to be eligible to the step increase on July 1<sup>st</sup> of that calendar year. Beneficiaries of the grade changes for Truck Driver/Laborer and Heavy Equipment Operator will be moved to the lowest Grade C and Grade D scale step, respectively, that will offer a wage increase of at least \$0.25/hour.

\*\*\*

Effective July 1, 2025

FY 2026											
New Grade	Old Grade	1	2	3	4	5	6	7	8	9	10

E	E	\$28.28	\$29.13	\$30.00	\$30.90	\$31.83	\$32.78	\$33.76	\$34.78	\$35.82	\$36.90
F	D	\$25.92	\$26.70	\$27.50	\$28.33	\$29.18	\$30.05	\$30.96	\$31.89	\$32.84	\$33.83
G	C	\$23.58	\$24.28	\$25.01	\$25.76	\$26.53	\$27.33	\$28.15	\$28.99	\$29.86	\$30.75
H	B	\$22.01	\$22.66	\$23.34	\$24.04	\$24.75	\$25.49	\$26.26	\$27.05	\$27.86	\$28.70
I	A	\$18.07	\$18.61	\$19.17	\$19.74	\$20.34	\$20.95	\$21.58	\$22.22	\$22.89	\$23.58

Employees to be placed at step closest to FY25 rate, with minimum 3% increase.

Effective July 1, 2026

<b>FY 2027</b>		Includes 2.5% COLA									
New Grade	Old Grade	1	2	3	4	5	6	7	8	9	10
E	E	\$28.99	\$29.86	\$30.75	\$31.67	\$32.63	\$33.60	\$34.60	\$35.65	\$36.72	\$37.82
F	D	\$26.57	\$27.37	\$28.19	\$29.04	\$29.91	\$30.80	\$31.73	\$32.69	\$33.66	\$34.68
G	C	\$24.17	\$24.89	\$25.64	\$26.40	\$27.19	\$28.01	\$28.85	\$29.71	\$30.61	\$31.52
H	B	\$22.56	\$23.23	\$23.92	\$24.64	\$25.37	\$26.13	\$26.92	\$27.73	\$28.56	\$29.42

I	A	\$18.52	\$19.08	\$19.65	\$20.23	\$20.85	\$21.47	\$22.12	\$22.78	\$23.46	\$24.17
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Effective July 1, 2027

FY 2028		Includes 2.5% COLA									
New Grade	Old Grade	1	2	3	4	5	6	7	8	9	10
E	E	\$29.71	\$30.60	\$31.52	\$32.46	\$33.44	\$34.44	\$35.47	\$36.54	\$37.63	\$38.77
F	D	\$27.23	\$28.05	\$28.89	\$29.76	\$30.66	\$31.57	\$32.53	\$33.50	\$34.50	\$35.54
G	C	\$24.77	\$25.51	\$26.28	\$27.06	\$27.87	\$28.71	\$29.58	\$30.46	\$31.37	\$32.31
H	B	\$23.12	\$23.81	\$24.52	\$25.26	\$26.00	\$26.78	\$27.59	\$28.42	\$29.27	\$30.15
I	A	\$18.98	\$19.55	\$20.14	\$20.74	\$21.37	\$22.01	\$22.67	\$23.34	\$24.05	\$24.77

\*\*\*

**APPENDIX "C"**  
**SUBSTANCE ABUSE**

The purpose of this program is to establish the fact that the Town of Montague and its employees have the right to expect a drug free environment in the work place.

The Employer is subject to U.S. Department of Transportation (“DOT”) regulations on the use of drugs and alcohol by employees. The regulations require mandatory testing of employees. In addition to employees required to be tested by

DOT regulations, each employee assigned to the Waste Water Treatment Plant and those holding the positions of Ground Maintenance, Building Maintenance and Custodian shall be subject to mandatory testing for substance or alcohol use pursuant to this collectively bargained substance abuse article using the DOT regulations as the basis of when tests will be required and the procedures to be followed in such testing.

The Employer shall bear all costs of testing.

It is agreed that the Parties will make every effort to protect privacy and confidentiality.

It is agreed that for the Highway Department unit members that this Drug Testing policy will be administered by the Highway Superintendent or, in his/her absence the working foreman. For unit members working in the ~~Water Pollution Control Facility~~ Clean Water Facility, CWD, the ~~Water Pollution Control Facility~~ Clean Water Facility, CWD Superintendent shall administer this policy or, in his/her absence, the DPW working foreman. In the absence of the designated Department head and working foreman, the Selectboard liaison for the unit shall direct which supervisor will be responsible of the administration of the policy.

For purposes of this policy, CDL and non-CDL unit members will be treated as belonging to different testing pools.

It is furthered agreed that nothing in this policy is meant to abridge or alter any legal rights to union representation that an employee may have with respect to drug testing under this policy.

For CDL unit members, they will be required to participate in the pre-employment, random, post-accident, reasonable suspicion, return to duty, and follow-up testing as required by the DOT regulations.

For non-CDL unit members, they will be required to participate in the pre-employment, post-accident, reasonable suspicion, return to duty, and follow-up testing as permitted by law and this labor agreement.

When a reasonable suspicion test under this policy is used, reasonable suspicion meant to include but is not limited to an employee's condition or demeanor that includes:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee exhibiting behavior inconsistent with previous performance.
3. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.
5. An employee experiencing excessive vehicle or equipment accidents, or involved in a dangerous situation reasonably suggesting the employee was not acting with his/her usual care.
6. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness hyperactivity or hallucinations.

Failure to undergo a test as directed will result in disciplinary action including possible termination.

If an employee in this unit is sent to reasonable suspicion testing and the test proves negative, the employee will be paid double time for all time which he/she spent in testing.

**APPENDIX "D"**  
**MEMORANDUM OF UNDERSTANDING**

The undersigned parties to the Agreement effective July 1, 2007 between the TOWN OF MONTAGUE and LOCAL 274 of the UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA are further agreed with respect to the following:

- (a) Job Descriptions: the Town agrees to work with the Union to write job descriptions for the DPW. Once completed, the Town and Union will meet to review and approve the new job descriptions. If no agreement is reached then the present descriptions will remain in effect for the life of the contract.
- (b) Employees will not be subjected to deliberate efforts by Town officials to persuade them not to join the Union or to resign from the Union.
- (c) The Town agrees to consult, upon request, with employees of the CWF prior to entering into engineering consulting contracts, for the purpose of assuring cost-effectiveness.
- (d) The ~~Water Pollution Control Facility~~ Clean Water Facility, CWF will be permitted to hire and train an operator trainee, who shall be allowed two years to acquire the operator's license. During the two-year period, the trainee shall not have any right to bid for other jobs, except by mutual agreement. This position shall be placed in the Grade B pay classification. The "Operator Trainee" shall be entitled to layoff rights as outlined in Article 8 of the contract. In lieu of payments under Article 12(F), the CWF may designate an employee on an annual basis to be the employee who will fill in for the Superintendent in his absence, and, if the assignment is accepted, the employee will have an annual stipend of \$1,500.
- (d) It is understood that the operation of the flail and the sweeper is regularly assigned to the truck driver laborer class consistent with past practice.

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**APPENDIX "E"**  
**SICK LEAVE BANK AGREEMENT**

It is agreed between the Town of Montague and UE Local 274 that there shall be established a sick leave donation policy as follows:

- (a) Whenever a non-probationary employee in the bargaining unit has exhausted all of his/her accumulated and unused paid leave time, and remains on a Town-authorized unpaid medical leave due to serious health problems not covered by Workers Compensation, other bargaining unit employees may each volunteer to give up to eighty (80) hours of their accumulated and available sick leave to such employee.
- (b) No more than a total of 360 hours of sick time may be donated to an eligible recipient at one time.
- (c) No continuing "bank" is to be established under this policy; employee donations will be limited to the amount of sick leave authorized to be donated to the recipient by the Committee duly authorized to administer this program.
- (d) The Union will elect or appoint a Committee to administer this program, and shall notify the Town Administrator as to the names of the members of the Committee. When the Committee determines to implement a sick leave donation under this program, it shall notify the Town Administrator as to the number of sick leave days to be debited to each employee who has volunteered to donate, and the number of sick days to be provided to the recipient. The Town will then put into effect the transfer of sick days.
- (e) It is the intent of this policy to provide sick leave to a recipient on a continuous leave basis, and not to be available for intermittent days off for an employee who is on the work schedule.
- (f) The Town shall have no responsibility for seeking volunteer donors, enforcing the provisions of the program, determining who will be a recipient and how much sick leave any recipient shall receive, and shall have no liability for such decisions made by the Committee. The

Town's sole function shall be to put into effect any transfer of sick leave the Committee directs be made under this program.

\*\*\*

APPENDIX "F"  
CWF PROVISION

Parties agree that following the Town's assessment of the CWF Department in Fiscal Year 2017, the Parties shall re-open the agreement for the purpose of discussing re-grading and/or wage increases for CWF operations in the event the Town decides to revise job descriptions and propose wage and/or grade increases. Re-opener may also include Article 22C and Article 24.

Name: LOREI, JUDITH

6F

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Judith Lorei

**DATE:** 6/30/2025

**COMMITTEE:** Cemetery Commission

**TERM:** 3 Years

**TERM EXPIRATION:** 6/30/2028

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

LOREI, JUDITH personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Cemetery Commission 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.

Name: LEVINE, ANNABEL

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Annabel Levine

**DATE:** 6/30/2025

**COMMITTEE:** Cemetery Committee

**TERM:** 3 Years

**TERM EXPIRATION:** 6/30/2028

**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 **Cemetery Committee** 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.

Name: MATTIACE, MARY

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Mary Mattiace

**DATE:** 6/30/2025

**COMMITTEE:** Cemetery Commission

**TERM:** 3 Years

**TERM EXPIRATION:** 6/30/2028

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

MATTIACE, MARY personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Cemetery Commission 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.

## 2025 APPOINTMENTS

1 YEAR APPOIINTMENTS	Term Expiration
<b>ALTERNATE BUILDING INSPECTOR</b>	6/30/2026
David Jensen	
<b>AUCTION PERMIT AGENT</b>	6/30/2026
Wendy Bogusz	
Tina Sulda	
<b>BATTLEFIELD GRANT ADVISORY COMMITTEE</b>	6/30/2026
Mark Andrews	
Tim Blagg	
David Brule	
Kit Carpenter	
Joe Graveline	
Rich Holshuh	
Roger Longtoe Sheeh	
John Nove	
Elizabeth Santana Kiser	
Bettina Washington	
<b>CHIEF PROCUREMENT OFFICER</b>	6/30/2026
Walter Ramsey	
<b>CONSERVATION COMMISSION - ASSOCIATE MEMBER</b>	6/30/2026
Albert Averill	
<b>CONSTABLE</b>	6/30/2026
Christopher Williams	
<b>COUNCIL ON AGING</b>	6/30/2026
Linda Ackerman	
Debra Bourbeau	
Elsie Gilman	
Mary Hildreth	
Barbara Kuklewicz	
<b>COUNCIL ON AGING DIRECTOR</b>	6/30/2026
Roberta Potter	

<b>CULTURAL COORDINATOR</b>	6/30/2026
Suzanne LoManto	
<b>EMERGENCY MANAGER</b>	6/30/2025
John Zellmann	
<b>ENERGY COMMITTEE</b>	6/30/2026
Jason Burbank	
David Dempsey	
Ariel Elan	
Pamela Hanold	
Sarah (Sally) Pick	
Raymond Seybold	
Timothy Van Egmond	
<b>F. C. SOLID WASTE MANAGEMENT DISTRICT 2</b>	6/30/2026
Christopher Boutwell, Sr.	
<b>FOREST WARDEN</b>	6/30/2026
Richard Sawin, Jr.	
<b>FOREST WARDEN - DEPUTY</b>	6/30/2026
Kyle Cogswell	
<b>FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS</b>	6/30/2026
Richard Kuklewicz	
<b>FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS - Alternate</b>	
Walter Ramsey	
<b>FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS - PLANNING REP</b>	6/30/2026
Elizabeth Irving	
<b>FRCOG PLANNING BOARD - SELECTBOARD REP</b>	6/30/2026
Maureen Pollock	
<b>FRTA ADVISORY BOARD</b>	6/30/2026
Richard Kuklewicz	
Jeffrey Singleton	

<b>GAS &amp; PLUMBING INSPECTOR</b>	6/30/2026
John Letourneau	
<b>GAS &amp; PLUMBING INSPECTOR - ALTERNATE</b>	6/30/2026
Jeffrey Bach	
<b>MASS IN MOTION INITIATIVE</b>	6/30/2026
Eileen Dowd	
Caitlin Kelley	
Eileen Mariani	
Ryan Paxton	
Maureen Pollock	
Roberta Potter	
Roy Rosenblatt	
<b>PLANNING AND CONSERVATION AGENT</b>	6/30/2026
Maureen Pollock	
<b>REGIONAL EMERGENCY PLANNING COMMITTEE (REPC)</b>	6/30/2026
John Zellmann	
<b>SIX TOWN REGIONALIZATION COMMITTEE</b>	6/30/2026
Dorinda Bell-Upp	
<b>TAX TITLE CUSTODIAN</b>	6/30/2026
Eileen Seymour	
<b>TOWN COUNSEL</b>	6/30/2026
K-P Law	
<b>TREE ADVISORY COMMITTEE</b>	6/30/2026
William Codington	
David Detmold	
Charles Walke Korby	
Annabel Levine	
Eli Smith	
Tom Sullivan	
Jeffrey Warren-Pukis	
Julie Morse	

<b>TREE WARDEN</b>	6/30/2026
Jason Kingsbury	
<b>VETERAN'S BURIAL AGENT</b>	6/30/2026
Christopher Demars	
<b>VETERAN'S DIRECTOR</b>	6/30/2026
Christopher Demars	
<b>WELLS TRUST</b>	6/30/2026
Ron Sicard	
<b>WIRING INSPECTOR</b>	6/30/2026
Harry Kuendel	
<b>WIRING INSPECTOR - Alternate</b>	6/30/2026
Todd Weed	
<b>ZONING BOARD OF APPEALS - ALTERNATE</b>	6/30/2026
Peter Lapachinski	

**3 YEAR APPOINTMENTS**

<b>AIRPORT COMMISSION</b>	6/30/2028
David Brule	
Seth Rutherford	
<b>CONSERVATION COMMISSION</b>	6/30/2028
Sean Werle	
Tobias Carter	
<b>ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION</b>	6/30/2028
James Mussoni	
Richard Ruth	
<b>HISTORICAL COMMISSION</b>	6/30/2028
Chris Clawson	
Ed Gregory	
Janel Nockelby	
<b>PLANNING BOARD</b>	6/30/2028
Ron Sicad	
Sage Winter	

<b>REGISTRAR OF VOTERS</b>	6/30/2028
Tina Sulda	

**5 YEAR APPOINTMENT**

<b>ZONING BOARD OF APPEALS</b>	6/30/2030
Joshua Lively	

## SETTLEMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the date indicated below by and between the Board of Assessors (“Board”) of the Town of Montague, a municipal corporation and body politic of the Commonwealth of Massachusetts having its offices at 1 Avenue A, Turners Falls, Massachusetts (the “Town”), the Turners Falls Fire District, a fire district duly established pursuant to G.L. c. 48 having its offices at 226 Millers Falls Road, Turners Falls, Massachusetts (“TFFD”), and FirstLight MA Hydro LLC, a Delaware limited liability company having its principal place of business at 100 District Avenue, Suite 102, Burlington, Massachusetts (“FirstLight”). The Town, TFFD, and FirstLight are referred to collectively hereafter as “the Parties”.

### RECITALS

**WHEREAS**, FirstLight owns two hydroelectric generating facilities located partially in the Town known respectively as “Cabot Generating Station” and “Turners Falls No. 1”, comprised of various real property parcels and personal property assets as further identified in Attachment A (together the “FirstLight Parcels”); and

**WHEREAS**, FirstLight has filed timely petitions with the Appellate Tax Board for FY2022, FY2023, and FY2024 appealing the denial by the Town of tax abatements sought by FirstLight in each said fiscal year for two land parcels (identified as Assessors’ Parcel 05-0-151 and Assessors’ Parcel 08-0-01) and Personal Property Account 538 (together the “Subject Parcels”); and

**WHEREAS**, FirstLight is prepared to file timely petitions with the Appellate Tax Board for FY2025 for the Subject Parcels; and

**WHEREAS**, the Parties have previously amicably resolved abatement disputes involving the Subject Parcels through a settlement that established a payment in lieu of taxes (“PILOT”) agreement for the Subject Parcels; and

**WHEREAS**, the Parties once again wish to resolve all pending appeals and abatement matters between them through a comprehensive settlement that includes establishing a PILOT Agreement for the FirstLight Parcels;

**NOW THEREFORE**, in consideration of the mutual promises and covenants of each to the other contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Authorization for a PILOT Agreement.** The Board of Assessors, and the Town and its officials agree to take all reasonable actions to obtain approval from Montague Town Meeting at the 2025 Annual Town Meeting (or at a Special Town Meeting held within the Annual Town Meeting), for authority to negotiate and execute a PILOT Agreement for the FirstLight Parcels pursuant to G.L. c. 59, §38H(b). The Parties agree that pursuant

to G.L. c. 48, § 73, the Town through its assessors has the authority to negotiate, execute, and bind TFFD to a PILOT Agreement.

2. **Establishment of a PILOT Agreement.** Provided that Town Meeting grants the Town authority to negotiate and execute a PILOT Agreement with FirstLight, the Parties agree that the terms of said PILOT Agreement shall be consistent with the following:

- a. Commencing with Fiscal Year 2026, the total tax payment owed by FirstLight to satisfy in full FirstLight’s tax obligations for the FirstLight Parcels shall be Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00), of which Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000.00) shall satisfy in full FirstLight’s real and personal property tax obligations for the FirstLight Parcels, and of which Four Hundred Thousand Dollars (\$400,000.000) shall satisfy in full FirstLight’s tax obligations to the Turners Falls Fire District (“TFFD”) for the FirstLight Parcels.

For avoidance of doubt, the total tax payments owed by FirstLight for the FirstLight Parcels in each year of said PILOT agreement shall be as follows:

	<b>Total</b>	<b>Real &amp; Personal</b>	<b>TFFD</b>
FY2026	\$ 2,750,000	\$ 2,350,000	\$ 400,000
FY2027	\$ 2,770,625	\$ 2,367,625	\$ 403,000
FY2028	\$ 2,791,405	\$ 2,385,382	\$ 406,023
FY2029	\$ 2,812,340	\$ 2,403,272	\$ 409,068
FY2030	\$ 2,833,433	\$ 2,421,297	\$ 412,136
FY2031	\$ 2,854,684	\$ 2,439,457	\$ 415,227
FY2032	\$ 2,876,094	\$ 2,457,753	\$ 418,341
FY2033	\$ 2,897,664	\$ 2,476,186	\$ 421,478
FY2034	\$ 2,919,397	\$ 2,494,757	\$ 424,640
FY2035	\$ 2,941,292	\$ 2,513,468	\$ 427,824

- b. Tax payments shall be made by FirstLight in equal installments, on or before the dates on which tax payments would otherwise be due to the Town and TFFD in each fiscal year. It is understood and agreed that FirstLight shall pay to the Town and to the TFFD the dollar amounts specified in the table in paragraph 2(a) in each of the fiscal years set forth therein, notwithstanding the tax rates for the Town and/or the TFFD in that fiscal year, and notwithstanding the assessments for the FirstLight Parcels in that fiscal year.
- c. For purposes of clarity and the avoidance of doubt, if in a given fiscal year future adjustments in the tax rate of either the Town or the TFFD as applicable to the FirstLight Parcels result in the calculation of a nominal tax payment owed by FirstLight on the FirstLight Parcels that exceeds the respective amounts shown in the table above for that fiscal year, the Town through its Board of Assessors shall immediately, unconditionally, and without need for an application by FirstLight

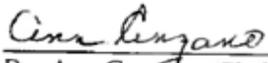
grant an abatement equal to any excess above the amount shown in the table above.

- d. For purposes of clarity and the avoidance of doubt, if in a given fiscal year future adjustments in the tax rate of either the Town or the TFFD as applicable to the FirstLight Parcels result in the calculation of a nominal tax payment owed by FirstLight on the FirstLight Parcels that is lower than the respective amounts shown in the table above for that fiscal year, the amount owed by FirstLight shall remain the amount shown in the table above.
  - e. FirstLight shall by March 1 of each year of the PILOT Agreement period file with the Town a Form of List, in accordance with G.L. c. 59, § 29.
  - f. The Town agrees to promptly submit the executed PILOT Agreement to the Massachusetts Department of Revenue (“DOR”) Bureau of Local Assessment.
3. **Abatement to FirstLight.** Through its Board of Assessors, the Town shall grant an abatement to FirstLight in the sum of One Million Dollars (\$1,000,000.00) from the Town’s Abatement and Exemptions Overlay Account in partial settlement of the pending Appellate Tax Board appeals, and shall send by overnight carrier in a manner of delivery that results in a confirmation of receipt, the check for said abatement payable to FirstLight MA Hydro LLC to Chris Hurley, Senior Vice President of Finance, FirstLight MA Hydro LLC, 100 District Avenue, Suite 102, Burlington, Massachusetts, 01803. The Town may grant the abatement and send the abatement check at any time, but shall issue the Abatement Certificate no later than twelve days following the execution of the PILOT Agreement and shall cause to have the abatement check issued and mailed to FirstLight, in accordance with the provisions set forth herein, no later than thirty (30) calendar days after the execution of the PILOT Agreement. The parties agree that no abatement shall be granted or paid to FirstLight, under the provisions of this Agreement, unless and until the PILOT Agreement is executed by the parties.
4. **Withdrawal of Pending Appeals and Abatement Applications.** Within ten calendar days following the later of receipt by FirstLight of the abatement check, FirstLight shall withdraw, with prejudice, all matters now pending before the Appellate Tax Board for FY2022, FY2023, FY2024, and (if petitions have been filed with the Appellate Tax Board for FY2025) for FY2025, and if applicable, all abatement applications now pending before the Town Board of Assessors for FY2025, and shall provide written confirmation of each withdrawal to counsel for the Town.
5. **Cooperative Discussion.** Officials from FirstLight, the Town, and TFFD agree to meet for an initial meeting between July 1, 2034, and September 30, 2034, to initiate a cooperative discussion with the goal of negotiating a successor PILOT Agreement for all taxable real and personal property located in the Town as then owned by FirstLight.

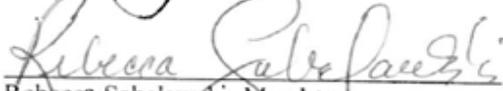
6. Authority to Execute. The person or persons executing this Agreement on behalf of the Town, the TFFD, and FirstLight represent and warrant that they have the full power and authority to bind them to each and every provision of this Agreement.

Signed this 1<sup>st</sup> day of May, 2025.

MONTAGUE BOARD OF ASSESSORS

  
By: Ann Cenzano, Chair

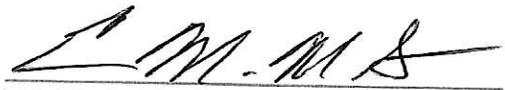
  
Ann Fisk, Member

  
Rebecca Sabelawski, Member

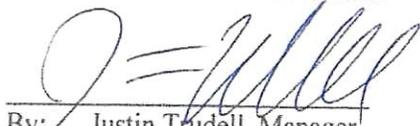
TURNERS FALLS FIRE DISTRICT PRUDENTIAL COMMITTEE

  
By: Leon Ambo, Chair

  
David Zamoski, Member

  
Eric Meals, Member

FIRSTLIGHT MA HYDRO LLC

  
By: Justin Trudell, Manager

**ATTACHMENT A**

<b>Address</b>	<b>Map / Block / Lot</b>	<b>Parcel(Acres)</b>
Canal Rd	02 0 02	18.904 AC
Rear Canal Rd	02 0 03	1.104 AC
Rear Canal Rd	02 0 04	3.004 AC
Power St	03 0 028	3.604 AC
Rear Power St	03 0 029	.02 AC
Power St	03 0 046	3.104 AC
1 Tenth St	03 0 047	2.803 AC
1 Gatehouse Dr	04 0 0003	.113 AC
2 Gatehouse Dr	04 0 0005	.269 AC
First St	04 0 0006	.801 AC
First St	04 0 0007	4.704 AC
First St	04 0 0008	1.894 AC
First St	04 0 0009	.568 AC
29 First St	04 0 0015	.326 AC
G St (off 10th)	05 0 040	.08 AC
G St	05 0 128	8.084 AC
G St	05 0 149	1.254 AC
26 Power St	05 0 151	40.504 AC
Pleasant St	07 0 027	3.094 AC
Goddard Av	07 0 037	1.214 AC
Riverside Dr	07 0 093	.276 AC
Riverside Dr	07 0 103	.026 AC
Hillside Av	07 0 144	.184 AC
15 Cabot St	08 0 1	61.131 AC
Rear Depot St	08 0 2	3.504 AC
Migratory Wy	09 0 001	15.804 AC
Migratory Wy	09 0 002	23.394 AC
Rear Avenue A	09 0 003	3.864 AC
Carlisle Ave	11 0 048	27.004 AC
Millers Falls Rd	11 0 116	4.704 AC
Millers Falls Rd	11 0 117	4.604 AC
Millers Falls Rd	11 0 118	3.904 AC
11 Cabot St	12 0 001	25.8 AC
Rear Depot St	12 0 002	4.874 AC
Warner St	12 0 003	13.204 AC
Depot St	12 0 025	.434 AC
Depot St	12 0 026	.739 AC
Rear Depot St	12 0 030	4.407 AC
Solar Av	12 0 056	2.598 AC
Montague City Rd	12 0 058	0.864 AC
Montague City Rd	13 0 008	.742 AC

Montague City Rd	13 0 016	15.304 AC
Millers Falls Rd	15 0 0020	.498 AC
Millers Falls Rd	15 0 0021	9.904 AC
Rear Millers Falls Rd	15 0 0213	11.004 AC
Rear Industrial Blvd	17 0 001	3.804 AC
Rear Industrial Blvd	17 0 002	2.504 AC
Rear Industrial Blvd	17 0 003	21.754 AC
Rear Industrial Blvd	17 0 004	10.304 AC
Rear Industrial Blvd	17 0 005	4.804 AC
Rear Industrial Blvd	17 0 006	8.504 AC
Rear Industrial Blvd	17 0 007	10.504 AC
Rear Industrial Blvd	17 0 008	3.704 AC
Rear Industrial Blvd	17 0 009	4.904 AC
Rear Industrial Blvd	17 0 010	3.704 AC
Rear Industrial Blvd	17 0 012	13.014 AC
Rear Industrial Blvd	17 0 017	8.404 AC
Rear Norman Cr	17 0 018	27.014 AC
Rear Industrial Blvd	17 0 034	72.004 AC
Rear West Mineral Rd	18 0 01	3.504 AC
Rear West Mineral Rd	18 0 012	4.004 AC
Rear East Mineral Rd	18 0 013	1.754 AC
Rear West Mineral Rd	18 0 03	5.004 AC
169 East Mineral Rd	18 0 15	2.304 AC
East Mineral Rd	18 0 16	1.074 AC
Montague City Rd	19 0 01	1.164 AC
Poplar St	19 0 74	.731 AC
Rear East Mineral Rd	25 0 017	3.504 AC
Personal Property	Account 538	N/A

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES**  
**PURSUANT TO G.L. c. 59 § 38H(b)**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER G.L. c.59 § 38H(b) (this “Agreement”) is made and entered into as of \_\_\_\_\_ by and between the TOWN OF MONTAGUE, a municipal corporation and body politic of the Commonwealth of Massachusetts having its offices at 1 Avenue A, Turners Falls, Massachusetts, through its Board of Assessors (the “Town”), the Turners Falls Fire District, a fire district duly established pursuant to G.L. c. 48 having its offices at 226 Millers Falls Road, Turners Falls, Massachusetts (“TFFD”) and FirstLight MA Hydro LLC, a Delaware limited liability company having its principal place of business at 100 District Avenue, Suite 102, Burlington, Massachusetts (“FirstLight”). The Town, TFFD, and FirstLight may be referred to collectively as the “Parties” and individually as a “Party.”

**WHEREAS**, FirstLight owns two hydroelectric generating facilities located partially in the Town known respectively as “Cabot Generating Station” and “Turners Falls No. 1”, comprised of various real property parcels and personal property assets as further identified in Attachment A (together the “FirstLight Parcels”); and

**WHEREAS**, the FirstLight Parcels are subject to local property taxation;

**WHEREAS**, it is the intention of the Parties to settle all pending appeals and petitions concerning the valuation of the FirstLight Parcels, and based upon good faith negotiations have voluntarily come to agreement of the terms outlined in this Agreement in lieu of real and personal property taxes for the FirstLight Parcels in accordance with G.L. c.59, §38H(b), and all applicable regulations promulgated pursuant thereto; and

**WHEREAS**, the Parties agree on the importance of an accurate projection of their respective expenses and revenues with respect to the real and personal property taxation of the FirstLight Parcels, and the Parties believe that it is in their mutual best interest to enter into this Agreement by fixing and maintaining mutually acceptable payments based on the full and fair cash value of the FirstLight Parcels for the term of the Agreement;

**WHEREAS**, the Parties have reached this PILOT Agreement as a result of good faith negotiations so that FirstLight’s payments to the Town and TFFD shall be the equivalent of the property tax obligations which would otherwise be owed to the Town and TFFD by FirstLight during the term of this PILOT Agreement based on full and fair cash valuation; and

**WHEREAS**, the Parties do not intend for this Agreement to affect any direct payments for services provided by the Town or TFFD to FirstLight, including but not limited to water and sewer and similar obligations not in the nature of real or personal property taxes or substitutes for such taxes that FirstLight may otherwise be obligated to pay the Town;

**NOW THEREFORE**, in exchange for the mutual commitments and the Settlement Agreement dated May 1, 2025, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Statement of Mutual Benefits. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the Settlement Agreement executed between the Parties. Each Party has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants.

The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable, and accurate payments in lieu of taxes for the FirstLight Parcels that are appropriate and serve their respective interests.

The Town and TFFD each acknowledge that this Agreement is beneficial to them because it will result in mutually acceptable, steady, predictable, accurate, and reasonable payments in lieu of taxes to the Town and TFFD. FirstLight acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate, and reasonable payments in lieu of taxes for the FirstLight Parcels.

2. Property To Be Taxed. The property owned by FirstLight which shall be taxed subject to the terms of this Agreement is the FirstLight Parcels. The FirstLight Parcels shall include any material additions, improvements, repairs, replacements, modifications or other changes to the FirstLight Parcels as declared annually by FirstLight pursuant to G.L. c. 59, § 29 that may occur after the execution of this Agreement. If said annual declaration indicates material capital improvements to the FirstLight Parcels resulting in an aggregate nameplate capacity of Cabot Generating Station and Turners Falls No. 1 in excess of 75MW, the Parties agree to confer upon a revised PILOT payment schedule reflecting a *pro rata* increase in such future PILOT payments for every megawatt in excess thereof.
3. Term of Agreement. This Agreement shall govern the taxation of the FirstLight Parcels for the ten-year period of fiscal years 2026 through 2035 inclusive. For purposes of this Agreement, each fiscal year shall begin on July 1 and shall end on June 30 of the following calendar year. By way of example, fiscal year 2026 means July 1, 2025, to June 30, 2026.

Officials from FirstLight, the Town, and TFFD agree to meet for an initial meeting between July 1, 2034, and September 30, 2034, to initiate a cooperative discussion with the goal of negotiating a successor Agreement for all taxable real and personal property located in the Town as then owned by FirstLight. If the Parties are unable to reach agreement on a successor agreement, the FirstLight Parcels shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59 starting in FY2036, with FirstLight retaining all rights to apply for abatements and to appeal from any denials thereof.

4. Estimated Assessed Value. The Parties agree that the estimated projected value of the FirstLight Parcels for FY2026 shall be \$95.5 million.
5. PILOT Payments. The Parties agree that the respective annual PILOT Payment (“PILOT Payments”) shall be the amounts listed below for each of the years included in the term of this Agreement, in lieu of FirstLight paying any other real or personal property taxes with respect to the FirstLight Parcels.

	<b>Total</b>	<b>Real &amp; Personal</b>	<b>TFFD</b>
FY2026	\$ 2,750,000	\$ 2,350,000	\$ 400,000
FY2027	\$ 2,770,625	\$ 2,367,625	\$ 403,000
FY2028	\$ 2,791,405	\$ 2,385,382	\$ 406,023
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FY2033	\$ 2,897,664	\$ 2,476,186	\$ 421,478
FY2034	\$ 2,919,397	\$ 2,494,757	\$ 424,640
FY2035	\$ 2,941,292	\$ 2,513,468	\$ 427,824

By way of illustration, with respect to the table above, in Fiscal Year 2026, the total tax payment owed by FirstLight to satisfy in full FirstLight’s tax obligations for the FirstLight Parcels shall be Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00), of which Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000.00) shall satisfy in full FirstLight’s real and personal property tax obligations for the FirstLight Parcels, and of which Four Hundred Thousand Dollars (\$400,000.000) shall satisfy in full FirstLight’s tax obligations to the Turners Falls Fire District (“TFFD”) for the FirstLight Parcels.

For purposes of clarity and the avoidance of doubt, if in a given fiscal year future adjustments in the tax rate of either the Town or the TFFD as applicable to the FirstLight Parcels result in the calculation of a nominal tax payment owed by FirstLight on the FirstLight Parcels that exceeds the respective amounts shown in the table above for that fiscal year, the Town through its Board of Assessors shall immediately, unconditionally, and without need for an application by FirstLight grant an abatement equal to any excess above the amount shown in the table above.

For purposes of clarity and the avoidance of doubt, if in a given fiscal year future adjustments in the tax rate of either the Town or the TFFD as applicable to the FirstLight Parcels result in the calculation of a nominal tax payment owed by FirstLight on the FirstLight Parcels that is lower than the respective amounts shown in the table above for that fiscal year, the amount owed by FirstLight shall remain the amount shown in the table above.

6. Payment Due Dates. Tax payments shall be made by FirstLight in equal installments, on or before the dates on which tax payments would otherwise be due to the Town and TFFD in each fiscal year. Should any due date fall on a weekend or holiday, payment shall be due the first business day following such date.
7. Payment Collection. The provisions of G.L. c. 60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were real or personal property taxes due and payable to the Town.

In the event a payment is not timely received by the Town, the Town shall issue a notice of default to FirstLight and FirstLight shall have thirty (30) days from its receipt of such notice to cure such default (the "Cure Period"). If FirstLight fails to timely cure the default, the Town shall have the option to exercise its dispute resolution rights under Section 15. If FirstLight breaches its payment obligations under this Agreement and fails to timely cure within the Cure Period, FirstLight shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

If the Commonwealth of Massachusetts enacts and the Town or TFFD imposes during the term of this Agreement another means of local (or district) taxation or local (or district) assessment applicable to the FirstLight Parcels in addition to *ad valorem* taxation, the PILOT Payments due under the Agreement shall be reduced each year by the amount of such additional taxes or assessments actually paid by FirstLight.

8. Invalidity. The Parties agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; (b) FirstLight is determined or declared by a court or agency of competent jurisdiction to not be a "generation company" or "wholesale generation company" as those terms are used and/or defined in G.L. c. 59 § 38H(b), and G.L. c. 164 § 1; or (c) Massachusetts law abolishes *ad valorem* taxation on property used for the production of electricity. In such an event, any payments due and/or made to the Town before the date of such event shall remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made.
9. Force Majeure. If a Force Majeure occurs during the term of this Agreement that renders the FirstLight facilities located in the Town wholly or substantially unable to produce electricity for a period of more than ninety-five (95) days, FirstLight may, at its election, terminate the Agreement following expiration of such 95-day period by written notice to the Town, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the Town, and provided further that the FirstLight Parcels will thereafter be assessed and taxed as if this Agreement does not exist.

As used herein, an event of Force Majeure is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

- a. Any cause not within the reasonable control of FirstLight which precludes it from carrying out, in whole or in part, its obligations under this Agreement, including but not limited to: Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; pandemics or epidemics; landslides, earthquakes, floods, or other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions;
  - b. Taking by eminent domain by any governmental entity of all or a portion of the FirstLight Parcels that substantially limits or prevents FirstLight from generating electrical power; or
  - c. Any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation, injunction, or withdrawal of a permit or other approval that substantially limits or prevents FirstLight from generating electrical power.
10. Successors and Assigns. This Agreement is binding upon the successors and assigns of FirstLight and the obligations created hereunder will run with the properties. FirstLight shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld, except that FirstLight may (i) collaterally assign the Agreement to an entity providing financing with advance written, thirty (30) day, notice to the Town, provided that FirstLight shall not be relieved of its obligations hereunder and (ii) sell, transfer, lease or assign all or substantially all of its interest in the FirstLight Parcels to a third party. If FirstLight sells, transfers, leases or assigns all or substantially all of its interest in the FirstLight Parcels, this Agreement will thereafter inure to the benefit of the purchaser, transferee or assignee.
11. Waiver of Valuation Appeal. FirstLight, by entering into this Agreement, hereby waives and relinquishes, during the term of this Agreement, any right to appeal the agreed upon values for the FirstLight Parcels, for any reason and in any forum, and therefore hereby waives any such rights with respect to any annual payments assessed in accordance with the provisions of this Agreement.
12. Form of List. FirstLight shall by March 1 of each year of the Agreement period file with the Town a Form of List, in accordance with G.L. c. 59, § 29.
13. Conditions Precedent. The obligations of the Parties under this Agreement are conditioned on the Town promptly submitting this Agreement to the Massachusetts Department of Revenue (“DOR”) Bureau of Local Assessment.

14. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

15. Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between FirstLight and one or both of the Town or TFFD. The Parties agree to use their respective best efforts to resolve any dispute that may arise regarding this Agreement.

Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between representatives of FirstLight and the Town Assessor, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed forty-five (45) days from the time a dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

If the Parties cannot resolve a dispute by informal negotiations, the Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters involving approval, interpretation, or enforcement of this Agreement or any of its provisions. Venue for all court actions brought hereunder shall be solely the state courts located in Franklin County, Massachusetts. FirstLight agrees to accept service of process, including civil complaints, by certified mail at the address indicated above.

16. No Precedent. This Agreement is entered into in good faith to avoid future disputes and to achieve predictability and economic stability for the Parties by establishing a schedule of PILOT Payments based on reasonable, accurate, and reliable fair cash values for the FirstLight Parcels. The Parties agree that no Party shall seek to use the PILOT Payments agreed to under this Agreement in any future proceedings to establish a precedent regarding the value of the FirstLight Parcels (except in proceedings related disputes involving this Agreement).

17. Covenants of FirstLight. During the term of the Agreement, FirstLight covenants as follows:

- a. Provided neither the Town nor TFFD are in breach of this Agreement, FirstLight will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose of validity of this Agreement, except as expressly provided herein;
- b. Provided neither the Town nor TFFD are in breach of this Agreement, FirstLight will not fail to pay the Town all amounts due in accordance with the terms of this Agreement, except as expressly provided herein; and

- c. Provided neither the Town nor TFFD are in breach of this Agreement, FirstLight will not seek an abatement or reduction of the PILOT Payment amounts agreed, except as expressly provided herein.

18. Representations and Warranties of FirstLight. FirstLight represents and warrants:

- a. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of Delaware, is registered with the Massachusetts Secretary of the Commonwealth, and has full power and authority to carry on its business as it is now being conducted.
- b. This Agreement constitutes a legal, valid and binding obligation of FirstLight, enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
- c. It has taken all necessary actions to authorize and approve the execution and delivery of this Agreement.
- d. The persons executing this Agreement on behalf of FirstLight have the full power and authority to bind it to each and every provision of this Agreement.
- e. FirstLight is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164, § 1.
- f. FirstLight does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).
- g. The performance of FirstLight's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which FirstLight is a party or to which FirstLight is otherwise bound.

19. Covenants, Representations and Warranties of the Town and TFFD. The Town and TFFD each covenant, represent, and warranty as follows:

- a. Provided FirstLight is not in breach of this Agreement, neither the Town nor TFFD will seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;
- b. The Town and TFFD acknowledge that his Agreement constitutes a legal, valid and binding obligation on each of the Town and TFFD, respectively, enforceable in accordance with its terms.
- c. The Town and TFFD have taken all necessary actions to authorize and approve the execution and delivery of this Agreement.

- d. The persons executing this Agreement on behalf of the Town and TFFD have the full power and authority to bind the Town and TFFD, respectively, to each and every provision of this Agreement.

20. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

TO: FIRSTLIGHT MA HYDRO LLC  
100 District Avenue, Suite 102  
Burlington, MA 01803

TO: TOWN OF MONTAGUE  
BOARD OF ASSESSORS  
1 Avenue A  
Turners Falls, MA 01376

With a copy to:  
Montague Selectboard  
1 Avenue A  
Turners Falls MA 01376

TO: TURNERS FALLS FIRE DISTRICT  
226 Millers Falls Road  
Turners Falls, MA 01376

Any such addresses for the giving of notices may be changed by either Party or its counsel by giving written notice as provided above to the other Party. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours.

21. Entire Agreement. The Parties agree that this Agreement, along with Attachment(s) hereto, is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the FirstLight Parcels, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, and that there are no third-party beneficiaries to this Agreement.
22. Amendments. This Agreement may only be amended or modified by a written amendment to the Agreement signed by all Parties.

23. Counterparts; Scanned Copies. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.
24. Joint Workproduct. This Agreement shall be considered the joint workproduct of the Parties, and, therefore, no rule of strict construction shall be applied against any Party.
25. No Joint Venture. Nothing herein contained shall be deemed to constitute FirstLight as a partner, agent or legal representative of either the Town or TFFD or to create a joint venture, partnership, agency or any relationship between FirstLight and either the Town or TFFD.
26. Further Assurances. From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.
27. Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

Executed under seal as of the date first above-written.

TOWN OF MONTAGUE  
BOARD OF ASSESSORS

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By: Ann Cenzano, Chair

---

Ann Fisk, Member

---

Rebecca Sabelawski, Member

TOWN OF MONTAGUE  
SELECT BOARD

---

By: Matthew Lord, Chair

---

Richard Kuklewicz, Vice Chair

---

Marina Goldman, Clerk

TURNERS FALLS FIRE DISTRICT  
PRUDENTIAL COMMITTEE

---

By: Leon Ambo, Chair

---

David Zamojski, Member

---

Eric Meals, Member

FIRSTLIGHT MA HYDRO LLC

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By: Justin Trudell, Manager

**ATTACHMENT A**

<b>Address</b>	<b>Map / Block / Lot</b>	<b>Parcel (Acres)</b>
Canal Rd	02 0 02	18.904 AC
Rear Canal Rd	02 0 03	1.104 AC
Rear Canal Rd	02 0 04	3.004 AC
Power St	03 0 028	3.604 AC
Rear Power St	03 0 029	.02 AC
Power St	03 0 046	3.104 AC
1 Tenth St	03 0 047	2.803 AC
1 Gatehouse Dr	04 0 0003	.113 AC
2 Gatehouse Dr	04 0 0005	.269 AC
First St	04 0 0006	.801 AC
First St	04 0 0007	4.704 AC
First St	04 0 0008	1.894 AC
First St	04 0 0009	.568 AC
29 First St	04 0 0015	.326 AC
G St (off 10th)	05 0 040	.08 AC
G St	05 0 128	8.084 AC
G St	05 0 149	1.254 AC
26 Power St	05 0 151	40.504 AC
Pleasant St	07 0 027	3.094 AC
Goddard Av	07 0 037	1.214 AC
Riverside Dr	07 0 093	.276 AC
Riverside Dr	07 0 103	.026 AC
Hillside Av	07 0 144	.184 AC
15 Cabot St	08 0 1	61.131 AC
Rear Depot St	08 0 2	3.504 AC
Migratory Wy	09 0 001	15.804 AC
Migratory Wy	09 0 002	23.394 AC
Rear Avenue A	09 0 003	3.864 AC
Carlisle Ave	11 0 048	27.004 AC

Millers Falls Rd	11 0 116	4.704 AC
Millers Falls Rd	11 0 117	4.604 AC
Millers Falls Rd	11 0 118	3.904 AC
11 Cabot St	12 0 001	25.8 AC
Rear Depot St	12 0 002	4.874 AC
Warner St	12 0 003	13.204 AC
Depot St	12 0 025	.434 AC
Depot St	12 0 026	.739 AC
Rear Depot St	12 0 030	4.407 AC
Solar Av	12 0 056	2.598 AC
Montague City Rd	12 0 058	0.864 AC
Montague City Rd	13 0 008	.742 AC
Montague City Rd	13 0 016	15.304 AC
Millers Falls Rd	15 0 0020	.498 AC
Millers Falls Rd	15 0 0021	9.904 AC
Rear Millers Falls Rd	15 0 0213	11.004 AC
Rear Industrial Blvd	17 0 001	3.804 AC
Rear Industrial Blvd	17 0 002	2.504 AC
Rear Industrial Blvd	17 0 003	21.754 AC
Rear Industrial Blvd	17 0 004	10.304 AC
Rear Industrial Blvd	17 0 005	4.804 AC
Rear Industrial Blvd	17 0 006	8.504 AC
Rear Industrial Blvd	17 0 007	10.504 AC
Rear Industrial Blvd	17 0 008	3.704 AC
Rear Industrial Blvd	17 0 009	4.904 AC
Rear Industrial Blvd	17 0 010	3.704 AC
Rear Industrial Blvd	17 0 012	13.014 AC
Rear Industrial Blvd	17 0 017	8.404 AC
Rear Norman Cr	17 0 018	27.014 AC
Rear Industrial Blvd	17 0 034	72.004 AC
Rear West Mineral Rd	18 0 01	3.504 AC
Rear West Mineral Rd	18 0 012	4.004 AC

Rear East Mineral Rd	18 0 013	1.754 AC
Rear West Mineral Rd	18 0 03	5.004 AC
169 East Mineral Rd	18 0 15	2.304 AC
East Mineral Rd	18 0 16	1.074 AC
Montague City Rd	19 0 01	1.164 AC
Poplar St	19 0 74	.731 AC
Rear East Mineral Rd	25 0 017	3.504 AC
Personal Property	Account 538	N/A

**AGREEMENT FOR PROJECT DESIGNER SERVICES****MONTAGUE PUBLIC LIBRARIES MAIN BRANCH**

This AGREEMENT is made under seal the 30th day of June in the year Two Thousand and twenty-five, between the Town of Montague, Massachusetts, by its Selectboard, the AWARDING AUTHORITY, and Schwartz/Silver Architects, Inc., with an address of 75 Kneeland Street, Boston, MA 02111 acting as PROJECT ARCHITECT or PROJECT ENGINEER (the DESIGNER).

The Scope of Services for this AGREEMENT is set forth in Attachment A: *Scope and Fee Proposal (June 26, 2025)*; and Attachment B: *Town of Montague RFQ for Architectural and Design Services for the Planning and Design of the Montague Public Libraries Main Branch*.

**ARTICLE 1: DEFINITION OF TERMS**

- 1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- 1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT.
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 16.
- 1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various

phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.

- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.
- 1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract award price. The construction contract award price shall be the same as the construction price of the lowest responsible and eligible bidder.
- 1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project
- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

**ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS**

- 2.1 The Designer shall not employ additional consultants not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.

- 2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the basic fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Civil Engineer, Mechanical Engineer, Landscape Architect and Electrical Engineer, and any other consultant specifically listed in the proposal. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
- 2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

**ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS**

- 3.1 The Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
- 3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior

written authorization of the Awarding Authority.

- 3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.
- 3.4 If a consultant's services estimated to cost more than \$25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost \$25,000 or less, the Designer shall use established standard rates for such services.
- 3.5 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.
- 3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

#### **ARTICLE 4: COMPLIANCE WITH LAWS**

4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring equal opportunity for employees and minority and women-owned business enterprises.

#### **ARTICLE 5: PROFESSIONAL RESPONSIBILITY**

5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

The Designer shall commence work under this AGREEMENT upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT. The Designer shall complete the services required under this AGREEMENT in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT and stated in each Notice to Proceed. If the completion of the

scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

- 5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.
- 5.3 The designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.
- 5.4 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished shall be construed to operate as a waiver of any rights under the AGREEMENT or any cause of action arising out of the performance of the AGREEMENT.

## **ARTICLE 6: DESIGNER SERVICES**

- 6.1 TYPE 1 CONTRACTS; STUDIES, PROGRAMS, MASTER PLANS, REPORTS
  1. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary within the Awarding Authority and shall prepare and submit programs, preliminary reports, master plans, studies, sketches, space utilization criteria and estimates in accordance with the Scope of Services set forth in Attachment A to this AGREEMENT. Monthly progress reports shall be submitted by the Designer to the Awarding

Authority. The Designer shall prepare and submit concept sketches of various design ideas to determine a workable plan solution in terms of the programs, funds available, and as complete an overall design concept as possible, including cost estimates. The Designer shall furnish to the Awarding Authority eight (8) copies of the report for final approval on or before the date set forth in the Notice to Proceed or any supplement thereto.

6.2 Section not required by this AGREEMENT

**ARTICLE 7: DESIGNER'S BASIC FEE**

7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with the lump sum fee for this project. The fee is a lump sum of \$150,900.00.

7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Basic Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.

7.3 The basic fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

**ARTICLE 8: ADDITIONAL COMPENSATION**

1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) revising previously approved drawings,

specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (2) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (3) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (4) providing services after final payment to the contractor; (5) revising working plans and specifications submitted in their final and complete form for which bids were not received within six months after submission; (6) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (7) preparing operating and maintenance manuals; (8) assisting the Awarding Authority in litigation arising out of the construction contract; and (9) performing any other professional services not otherwise required under this Contract.

2. For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment A.

### **ARTICLE 9: REIMBURSEMENT**

- 9.1 The Designer shall be reimbursed by the Awarding Authority:(a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made

unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

#### **ARTICLE 10: DESIGN FEES AND CHANGE ORDERS**

10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for services associated with changes and change orders described in ARTICLE 8. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not qualify as additional services and shall be performed within the scope of Basic Services.

10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

#### **ARTICLE 11: TERMINATION, NO AWARD**

11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.

11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

#### **ARTICLE 12: RELEASE AND DISCHARGE**

12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under

this AGREEMENT, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

**ARTICLE 13: NOTICES, APPROVALS, INVOICES**

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.
- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than \$100.00.
- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.
- 13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or

receipt from the source of the expense.

#### **ARTICLE 14: INSURANCE**

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of \$1,000,000.
- 14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.
- Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.
- 14.3 The Designer shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad public liability insurance to protect against damage or injury to persons or property.
- 14.4 The Designer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.
- 14.5 Certificates and any and all renewals substantiating that required insurance coverage is in effect

shall be filed with the Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Awarding Authority at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.

- 14.6 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

#### **ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS**

- 15.1 The Designer hereby certifies:

- (i) if an individual, the individual is a registered architect or engineer;
- (ii) if a partnership, a majority of all the partners are persons who are registered architects or engineers;
- (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects or engineers, and the person to have the project in his or her charge is a registered architect or engineer;
- (iv) if a joint venture, each joint venture satisfies the requirements of this section.

(Statutory reference: M.G.L. c.7C, §44)

- 15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for,

or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7C, §51)

15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7C, §51)

15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7C §51)

15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7C, §51)

15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:

1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.
2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the

Designer or its consultants.

3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this Agreement.
5. The Designer has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 15.6.8 below.
6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:
  - (a) transactions are executed in accordance with management's general and specific authorization;
  - (b) transactions are recorded as necessary;
    1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
    2. to maintain accountability for assets;
  - (c) access to assets is permitted only in accordance with management's general or specific authorization; and
  - (d) the recorded accountability for assets is compared with existing assets at

reasonable intervals and appropriate action is taken with respect to any difference.

7. The Designer shall also file annually with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
  - (a) whether the representations of management in response to this paragraph and paragraph 15.6.6(b) above are consistent with the result of management's evaluation of the System of internal accounting controls; and
  - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Awarding Authority during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by accountant's report.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)
- 15.7 The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7C, §51)

- 15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)
- 15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A)

#### **ARTICLE 16: MISCELLANEOUS PROVISIONS**

- 16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Designer's rights under this AGREEMENT.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.
- 16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.
- 16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assume no personal liability under this Agreement.

- 16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

#### **ARTICLE 17: CERTIFICATIONS**

- 17.1 The Project Manager certifies that:
1. The wage rates and other costs used to support the Project Manager's compensation are accurate, complete and current at the time of contracting.
  2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.
  3. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
  4. No consultant to or sub-Project Manager for the Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Manager of a contract by the Project Manager.
  5. No person, corporation or other entity, other than a bona fide full time employee of the Project Manager, has been retained or hired by the Project Manager to solicit for or in any way assist the Project Manager in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Project

Manager.

6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Project Manager filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).

#### **ARTICLE 18: MISCELLANEOUS**

- 18.1 This Agreement will be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.
- 18.2 If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.
- 18.3 This Agreement represents the entire and integrated agreement between the Awarding Authority and the Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral.
- 18.4 This Agreement shall be binding upon and inure to the benefit of the Awarding Authority and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Project Manager and its permitted successors and permitted assigns. The Project Manager may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.
- 18.5 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended as mutually agreed by the Awarding Authority and the Project Manager to make such insertion or correction.
- 18.6 No employee or official of either the Awarding Authority or the Project Manager shall assume

any personal liability pursuant to this Agreement.

**SIGNATURES**

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

Accepted by Designer

AWARDING AUTHORITY

TOWN OF MONTAGUE, MA

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

By its: Selectboard

Angela Ward Hyatt, FAIA

President

\_\_\_\_\_

Matthew Lord, Chair

\_\_\_\_\_

Richard Kuklewicz

\_\_\_\_\_

Marina Goldman

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

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

\_\_\_\_\_

Town Accountant Signature

Town Accountant Printed Name

Attachment A

Scope and Fee Proposal (June 26, 2025)

Architecture  
Planning  
Urban Design

June 26, 2025

Chris Nolan-Zeller  
Assistant Town Administrator  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376  
Re: Proposal for Designer Services for the Montague Public Library

Dear Chris,

We are enormously pleased to have been selected to work with you and the Library Building Steering Committee on the Massachusetts Public Library Construction Program (MCPCP) Level of Design Services for the Montague Public Library. This proposal is based on the scope of work outlined in the RFQ and Addendum. We understand the project as follows:

**Project Description**

Montague Public Libraries’ Main Branch Site Selection Study and MPLCP Design phases. This scope is described in Part II of the RFQ and involves a site selection study to include review of the existing conditions at the two sites for consideration (38 and 201 Avenue A in Montague, MA), the development of three conceptual designs for either a new building at the 38 Avenue A site or a renovation/addition to the existing building at 201 Avenue A, and a final schematic design for the preferred site. The proposed building will follow the 2024 Montague Public Libraries Building Program, which calls for a new or expanded facility of approximately 16,700 gross square feet in total.

**Project Team**

I will oversee the project as Principal in Charge. Kelsey Laser, an Associate in the firm, will serve as Project Manager and point-of-contact for the project; she will be supported by Chelsea Gozzi and Sofia Kuspan. The following consultants are included in our fixed-fee proposal for MPLCP-related services:

MEP/FP Engineer	Rist Frost Shumway
Structural Engineer	Richmond So Engineers (MBE)
Civil Engineer	Samiotes Consultants, Inc. (WBE)
Surveyor	Samiotes Consultants, Inc. (WBE)
Geotechnical Engineer	McPhail Associates, LLC
Cost Estimating	PM&C
Hazmat Consulting*	Universal Environmental Consultants (MBE)
	*if required, as an additional service

Schwartz/Silver  
Architects Inc.

The remaining consultant team listed in our Qualifications will be engaged in future design phases, should we be authorized by the Town.

75 Kneeland Street  
Boston MA 02111

**Project Tasks**

Task 1: Site Selection:

- We will use information from the Town’s accessor files and other available information to generate basic site plans for each site. (A site survey will not be performed until Task 2.)

tel 617 542-6650 X: 235  
fax 617 951-0779  
awhyatt@schwartzsilver.com

- We will develop floor plans (and most likely multiple alternatives) for each site. The 201 Avenue A site will show the existing library building footprint and major rooms. (A laser scan of the existing library not be performed unless this site is selected.)
- The site analysis will include civil engineering input on utilities, zoning setbacks, wetlands, etc.
- Geotechnical investigations of both sites is excluded from site selection phase but can be included as an additional service if this service is desired.
- A hazmat report of the existing library is excluded from site selection phase but will be necessary if the 201 Avenue A site is ultimately selected.
- Both sites will be evaluated based on an order of magnitude cost impacts.

**Task 2: Conceptual Design Options on Selected Site:**

- As soon as a site is selected, we will engage Samiotes and McPhail to perform the survey and geotechnical report, respectively. If the 201 Avenue A site is selected, a laser scan of the existing Carnegie Library will need to be performed as well as a hazmat report.
- We will develop three alternatives for a new and/or expanded library on the selected site. This work will involve developing floor plans, site plans, elevations, and massing of basic 3D forms for each option.
- The design options will be informed by our structural, MEP/FP, and civil engineering team.
- Construction cost estimates and FF&E estimates will be provided for each conceptual design alternative. Our office will consult with Downes and our cost estimating consultant to develop total project cost estimates.

**Task 3: Final Schematic Design and MBLC Grant Deliverables:**

- Once a preferred design option has been identified, we will develop more detailed building floor plans showing furnishings and shelving, elevations, and a site plan showing grading, green space, parking, and general utility information, a color rendering, and the remaining project deliverables. The final design will be informed by our structural, MEP/FP, and civil engineering team.
- A more detailed construction cost estimate will be provided for the final schematic design, as well as a detailed FF&E estimate. Our office will consult with Downes and our cost estimating consultant to develop total project cost estimates.

**Project Deliverables**

We will develop the final project deliverables in accordance with MBLC construction grant submission guidelines.

The final project deliverables will include floor plans with furnishings and shelving indicated; a site plan showing grading, parking, landscape features, and general utility information; building elevations showing general appearance, height, and materials; a color 3D exterior rendering (additional, less developed views generated directly from our Revit model can be provided at no additional cost); a narrative description of the design; a detailed construction cost estimate; a detailed FF&E estimate; a project cost estimate; and tabulations of areas, seating, and collections.

Deliverables will be delivered electronically. If hardcopies or large-scale printed materials are required, we will outsource these as an additional reimbursable expense.

**Project Schedule**

We understand that all project deliverables are required by the end of December 2025 in order to meet the MBLC Construction Grant deadline. We also understand that a community presentation will be required (either in-person or virtual), as well as regular meetings with the LBSC and project representatives. One of our first tasks will be to outline a week-by-week workplan identifying all meetings, presentations, and deliverables. We are prepared to start immediately upon a Notice to Proceed.

Our fixed fee will cover up to 10 meetings with the LBSC, Library Trustees, OPM, and Town Boards. We assume most of these meetings will be held virtually, as outlined below.

<u>Task</u>	<u>duration</u>	<u># meetings and/or site visits</u>
1: Site Selection	4 weeks	3 (1 in-person + 2 virtual mtgs)
2: Conceptual Options	7 weeks	3 (1 in-person + 2 virtual mtgs)
3: Final Schematic Design	10 weeks	4 (2 in-person + 2 virtual mtgs)

**Fee**

We propose a fixed fee of \$150,900 for the services described above, broken down as follows:

Task 1: Site Selection	\$27,350
Task 2: Conceptual Design Options on Selected Site	69,170
Task 3: Final Schematic Design & Grant Deliverables	54,380
<b>Total</b>	<b>\$150,900</b>

This fee is broken down by firm as follows, inclusive of standard expenses such as travel and in-house printing:

Schwartz/Silver (Architecture & Interiors)	\$96,600
Rist Frost Shumway (MEP/FP)	12,000
Richmond So Engineers (Structural)	5,400
Samiotes (Civil)	12,750
Samiotes (Survey)	9,750
McPhail (Geotech)	9,500
PM & C (Cost Estimating)	4,900
<b>Total</b>	<b>\$150,900</b>

Based on this breakdown, we will surpass the SDO's WBE goals for this initial scope of work, and, although we will not meet the MBE and VBE goals quite yet, we should be able to achieve this in future phases of design when our full consultant team is engaged. (Note that if the existing library site is ultimately selected, we may achieve the MBE goal due with the hazmat report that will be required.)

Invoices will be submitted monthly based upon the percentage of completion of the work for each Task describe above. Payments are due within 30 days after rendering of invoices, unless otherwise agreed.

At the Town's request, we will provide the following services which are outside our fixed fee scope listed above:

Laser scan of existing library (if this site is selected)	\$5,950
Premium for survey of 201 Avenue A (if this site is selected)	\$2,750
Hazmat report for existing library (if this site is selected)	\$2,500

Energy modeling (not required for buildings under 20,000 SF)	\$8,000
Additional geotechnical report for second site (if this information is desired to inform the site selection phase)	\$11,000
Excavator for geotech & stormwater (if Town cannot provide)	\$3,000
Landscape design (not required for MCPLC submission)	\$6,000
Additional color 3D renderings with entourage (per view)	\$1,500
Building program verification (room diagrams for all spaces, updates to areas, etc.)	\$6,000

Should additional meetings or services outside those described above be required by our firm, our hourly rates for the staff on this project are as follows:

Angela Ward Hyatt	\$300/hr
Kelsey Laser	\$225/hr
Chelsea Gozzi	\$175/hr
Sofia Kuspan	\$140/hr

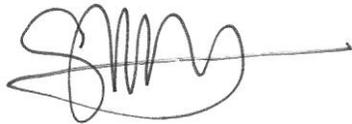
**Form of Agreement**

We request only one modification to the Town's standard contract for Professional Services provided in the RFQ:

*Article 11: Add: The foregoing indemnification obligations shall be void and of no further force and effect if a civil action seeking tort remedies to enforce it has not been commenced within the time period within which a tort action must be commenced pursuant to MGL chapter 260 section 2B.*

Please let me know if you have any questions regarding this proposal. We look forward to working with you, Downes, and the LBSC on this truly exciting project!

Sincerely,



Angela Hyatt, FAIA  
President  
SCHWARTZ/SILVER ARCHITECTS INC.

Cc:  
Steve Smith, Downes  
Adam Thibeault, Downes  
Caitlin Kelley, Library Director  
Anne Brown, Finance Director

Attachment B

Town of Montague RFQ for Architectural and Design Services  
for the Planning and Design of the Montague Public Libraries  
Main Branch

**TOWN OF MONTAGUE  
REQUEST FOR QUALIFICATIONS (RFQ)**



**ARCHITECTURAL AND DESIGN SERVICES**  
**For the Planning and Design of the Montague Public Libraries'**  
**Main Branch**  
*Under the direction of the Library Building Steering Committee*

**May 7, 2025**

**Issued by: Montague Selectboard**

**Submissions Due: June 2, 2025 - 12:00 pm**

Submit Responses to:

Chris Nolan-Zeller  
Montague Library Architectural and Design Services  
Selectboard Office  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

The Town of Montague is an equal opportunity employer and does not discriminate on the basis of age, gender, race or disability. SOMWBA certified vendors are strongly encouraged to apply.

A Respondent with disabilities or hardships that seeks reasonable accommodations, which may include the receipt of RFQ information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing to the contact person below, and reasonable accommodation will be made by agreement with the contact by the Town of Montague.

The Town of Montague does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you require an accessibility or language accommodation, please contact Chris Nolan-Zeller at 413-863-3200 x109 or [chrisn@montague-ma.gov](mailto:chrisn@montague-ma.gov).

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**TOWN OF MONTAGUE**  
**ARCHITECTURAL & DESIGN SERVICES**  
**CONSTRUCTION/RENOVATION OF THE MONTAGUE PUBLIC LIBRARY MAIN BRANCH**

**TABLE OF CONTENTS**

I.	LEGAL NOTICE.....	1
II.	BACKGROUND AND SCOPE OF SERVICES.....	2
III.	QUALIFICATIONS AND EVALUATION.....	6
IV.	KEY DATES AND SUBMISSION INSTRUCTIONS.....	10
V.	AWARD RECOMMENDATION AND RULE.....	12
VI.	ADDITIONAL INFORMATION.....	13

**REQUIRED FORMS**

•	General Information Form.....	13
•	Certificate of Corporate Authority.....	15
•	Certificate of Non-Collusion.....	16
•	Conflict of Interest Statement.....	17
•	Certificate of Tax Compliance.....	18
•	Debarment and Suspension Certification.....	19
•	MBLC/MPLCP Required Deliverables Checklist.....	20
•	Standard Designer Application Form (Updated July 2016).....	21

**INFORMATIONAL ATTACHMENT**

- Town of Montague Standard Contract

## I. LEGAL NOTICE

### REQUEST FOR QUALIFICATIONS (RFQ) - TOWN OF MONTAGUE

#### Architectural and Design Services

#### CONSTRUCTION/RENOVATION OF THE MONTAGUE PUBLIC LIBRARY MAIN BRANCH

The Town of Montague, MA, acting through its Selectboard, and Downes Construction, as the Owner's Project Manager, will receive Responses from qualified individuals, partnerships, or firms for Massachusetts Public Library Construction Program (MPLCP) Level of Design Services for the planning and design of a renovated or new public library. Architectural and Design services will commence immediately after contract award. Planning and design are required to be completed by December 5, 2025, allowing the Town of Montague sufficient time to review and submit design documentation to the Massachusetts Board of Library Commissioners (MBLC) by December 31, 2025.

Any future design development, including preparation of construction documents, will be dependent upon Town approval and the receipt of a Construction Grant from the MBLC.

**RFQ documents are available at the Selectboard office, Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376, or by sending an email to [chrisn@montague-ma.gov](mailto:chrisn@montague-ma.gov).**

Notice of this RFQ is published in the *Central Register* (which is a weekly publication of the Office of the Secretary of State), *COMMBUYS*, *The Montague Reporter* (a newspaper of general circulation), and posted on the Town website (<https://www.montague-ma.gov/BIDS>).

This is not a price competition. Selection will be based upon qualifications and experience relative to specified evaluation criteria. The Town will evaluate Responses and negotiate a price with the highest-ranking Respondent. If negotiations are unsuccessful, the Town may negotiate with the next-ranked Respondent, and so on.

**A Briefing Session and Site Tour will be held on May 19, 2025, at 11:00 am in the Carnegie Library, located at 201 Avenue A, Turners Falls, MA 01376. Attendance is strongly encouraged, but not mandatory.**

**Written questions must be submitted by email before May 20, 2025 by 5:00PM.** Address them to Chris Nolan-Zeller via email at [chrisn@montague-ma.gov](mailto:chrisn@montague-ma.gov) and cc: Steve Smith at [ssmith@downesco.com](mailto:ssmith@downesco.com) using the subject line "Montague Public Library Architectural and Design Services." Responses to questions and any RFQ addenda are expected to be emailed to applicants on record as having received the RFQ by May 26, 2025.

**Bid responses are to be submitted to the Montague Selectboard's office no later than June 2, 2025, at 12:00 pm.** Submittals arriving subsequent to the deadline will NOT be considered. Respondents must submit one original unbound copy of their Response, 10 bound copies, and a USB flash drive with all relevant Response files. Responses will be opened in the Annex meeting room of Montague Town Hall at One Avenue A in Turners Falls. See further instructions in Section IV.

The Town reserves the right to cancel this bid, to reject any and all responses, to waive informalities, and to make an award as it believes is in the best interest of the Town.

## **II. BACKGROUND AND SCOPE OF SERVICES**

### **A. Background**

The Town of Montague is a community of 8,580 residents located in Franklin County, Massachusetts, with a median household income of \$72,344. Montague was one of just seven municipalities in the Commonwealth selected for immediate funding for the 2023/2024 MPLCP, administered by the MBLC. The grant and local matching support will provide for the design and construction of EITHER a renovation and addition on the existing Carnegie Library, located at 201 Avenue A, Turners Falls, Massachusetts, OR a new main library on a vacant Town-owned parcel of land, 38 Avenue A, Turners Falls, Massachusetts. Informed by a community survey and at least one community input session, the decision to add onto the Carnegie Library or to construct a new main library will be reached early in the summer of 2025 to ensure that there is adequate time to flesh out and receive feedback on several design iterations before a final design is selected.

The Montague Library Building Project will be designed in accordance with the Library Building Program, which specifies 12,540 square feet of assigned spaces and up to 4,180 square feet of unassigned space. The new or improved Library will include spaces for collections, youth programming, community gathering, research, quiet study, and technology use. The design will be accessible, efficient, flexible, and beautiful, including everything that the community needs and nothing that it does not. Paying homage to the historic character of Avenue A is vital to the Montague community, as is creating a space that is comfortable and cozy. The new or improved Library building and its grounds will reflect the canal and river setting of the surrounding area. The total projected costs are currently estimated to be between \$14.5 and \$15.6 million dollars.

The building program and all associated documents (listed under 5/21/24) can be downloaded at: <https://www.montaguepubliclibraries.org/building>

This project will improve or replace the Carnegie Library, which is the main library in Montague, located in downtown Turners Falls. Two library branches serve the villages of Montague Center and Millers Falls, respectively. Opened to the public in 1905, the Carnegie Library was designed by esteemed architects McLean & Wright of Boston. Constructed from yellow Pennsylvania brick to distinguish it from its red-bricked neighbors, the building contains two full stories and a partially finished basement, totaling 7,058 sq ft. The interior is resplendent with oak columns and marble mosaic, a lovely curving staircase, and two green marble fireplaces. By 1915, it was deemed too small to adequately serve the community's needs, but the library has not been expanded since the original construction. That said, upgrades have been made, including a wheelchair ramp installed in 1997, an ERV air exchange system installed in 2020, and a basement renovation completed in 2024. Most areas of the building, including the basement, second floor, restroom, and DVD and adult book collections, are not accessible by wheelchair or walker users. Despite the building's restrictions, the library is well used and materials circulation mirrors that of larger towns. The Carnegie Library has a preservation restriction attached to it, meaning that the Mass

Historical Commission would need to approve of any plans before they could be submitted to the MBLC. Additionally, the Mass Historical Commission would look most favorably upon a rear expansion of the current building, but has expressed a willingness to approve an expansion from the side, provided the addition “reads as subservient” to the original building and uses the appropriate materials on the façade.

38 Avenue A, the potential site for new construction, is in a historic district, meaning it would also be required to adhere to certain guidelines to preserve the historic character of Turners Falls’s downtown. Namely, its street-facing façade would need to be constructed of brick and mirror the height of adjacent buildings.

Regardless of addition/renovation or new construction, the Town is focused on sustainability. The project will not be certified; however, the design and eventual construction should consider cost-effective options that can reduce operating costs and energy usage. Additionally, the project must comply with the Massachusetts Stretch Code.

The Montague Selectboard is the contracting authority for this project, but has established a Library Building Steering Committee (LBSC) consisting of nine individuals with diverse expertise, as well as the OPM, to oversee execution of the project. The committee’s charge, established January 27, 2025, includes responsibility for supporting and facilitating the planning and design phase and, if approved, the construction phase of the Montague Main Library Building Project.

The Architect will be expected to work closely with the LBSC and with the Town Administrator, who is also the Town’s Chief Procurement Officer, to ensure a successful project. Note that the LBSC and OPM will be deeply engaged in all phases of project execution.

## **B. Scope of Services**

The initial phase of services will begin with the MPLCP Level of Design only. The Town may negotiate with the same designer for additional design services such as design development, surveys, plans, specifications, bid and construction phase services, FF&E, and close-out services, etc. Below are the current service requirements:

### *Services Requirements:*

The design firm chosen will be responsible for providing services in conjunction with the completion of a preliminary design study for the construction of an addition to the current library building and renovation of the existing library space located at 201 Avenue A Turners Falls, Massachusetts; OR a new main library on a vacant Town-owned parcel of land, 38 Avenue A Turners Falls, Massachusetts, including completion of the following tasks:

1. Working with the Montague Public Libraries Building Program and members of the Library Building Steering Committee, the Montague Public Libraries Trustees, the Owners Project Manager, and the Director of the Montague Public Libraries, to evaluate both the current library building, its condition and its site options, particularly regarding the best possibilities for expansion and renovation needs, as well as the suitability of 38 Avenue A for the construction of a new main library.

2. Meet and discuss with the Committee the cost and design differences associated with new construction versus renovation of and an addition to the Carnegie Library, as well as the various components within the current building to make it fully handicapped accessible. This will also include a high-level feasibility of the various sites, including project footprint, building/addition location, community access, and parking options.
3. After a site has been selected and approved by the Montague Public Libraries Trustees and Montague Selectboard, provide a minimum of three conceptual designs that satisfy the requirements described in the Building Program, taking into consideration the preservation restrictions, zoning, and site constraints that may impact development. Provide the advantages and disadvantages of each design and related budget ramifications.
4. Develop elevation drawings for each conceptual design depicting all sides of the projected new building OR renovations/additions to the existing building and showing the various media that said exterior could employ in order to best and cost-effectively complement and/or match the brick exteriors prevalent in downtown Turners Falls.
5. For each conceptual design, develop a site plan that includes parking, grading, building location, and the design of utilities with particular attention to septic and water supply issues. The site plan(s) should allow for the incorporation of green space, if available, for public use while allowing for adequate parking.
6. Develop a full facilities utility system requirement based upon the guidelines and conditions of the Building Planning Committee and the guidelines detailed in the [MPLCP Level of Design](#). Engage the services of a mechanical engineer, electrical engineer, structural engineer, civil engineer, hazardous substances consultant, and others as needed. Provide energy system life-cycle cost estimates as required by Massachusetts law.
7. Develop complete cost estimates and a narrative for the selected building scenario (renovation and addition or new construction) and for the purchase and installation of equipment and furnishings. In developing cost estimates, consider the removal of any hazardous materials, if any, and the relocation/removal and installation of engineering systems (electrical, HVAC, etc.) and utilities (water supply, septic, phone, etc.).
8. Develop a proposed Work Plan with critical review points and schedules; include a proposal and cost estimates for an interim operating plan (if needed), the objective of which is to maintain library services to the Town during renovation/construction.

*Presentation and Documentation Requirements*

9. For the final design, complete for presentation purposes a three-dimensional model, building layout plan, architectural elevation rendering plan sheets, and layout of the building on the site plan as provided by the Town, including the parking plan.

10. For the final design, provide color renderings on illustration board of sufficient quality to be displayed during fundraising campaigns and at Town Meeting, provide photographic slides of the three-dimensional model and renderings for the same purposes.

11. For the final design, provide a full narrative budget of construction costs in detail.

12. Include in the final design all necessary requirements needed for MPLCP Level of Design.

13. Produce a five-page or less final narrative summary in reproducible form for use by the Library Building Steering Committee for the purpose of reprinting and distribution at Town Meeting. The document should detail the arguments and justification for the selected schematic proposal in comparison to early schematic plans.

14. All documentation, research, analysis, and narrative to be compiled and placed into a printed final document which shall include the two or more design alternatives and the selected design including all plans, documentation, and supporting materials. Ten copies of such printed materials shall be provided to the Library Building Steering Committee.

*Attendance Requirements*

15. Attend meetings (virtually and/or in-person) of the Library Building Steering Committee as requested, meetings of the Montague Public Libraries Trustees as requested, meetings with the OPM, and meetings with the Library Director when necessary to accomplish the above-described tasks; attend meetings with other Town boards and bodies as requested by the Montague Public Libraries Trustees, including public informational sessions and the annual Town Meeting.

16. In conjunction with the OPM, meet with the Building Inspector, Turners Falls Fire Chief, Montague Police Chief, and Montague Health Director to discuss building and safety requirements of the facility and ensure all applicable code compliance.

### **III. QUALIFICATIONS AND EVALUATION**

#### **A. Minimum Qualifications**

In order to be eligible for selection, each Respondent must certify in its cover letter that the organization and its proposed staff meet the minimum requirements, and provide additional information, detailed below. Any Respondent that fails to meet these minimum requirements will be rejected without further consideration. Each response:

1. Shall name the individual (or individuals) who will serve as the Project Designer/Architect and indicate the approximate amount of time (in full-time equivalents) that each will devote to the project over its duration. Include resumes for named individuals.
2. Shall guarantee that both the Project Director and/or Project Manager are registered by the Commonwealth of Massachusetts as an architect and have at least five (5) years of experience in the design of public buildings.
3. Shall be accompanied by a completed Standard Designer Application Form for Municipalities and Public Agencies (updated July 2016), a copy of which is attached hereto.
4. Shall be signed as follows: (1) if the respondent is an individual, by her/him personally; (2) if the respondent is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the respondent is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
5. Shall guarantee that no firm or individual named in the Response is debarred under M.G.L. c.149, §44C or disqualified under M.G.L. c.7C, §47.
6. Shall be complete in all aspects, as described in this RFQ.

#### **B. Distinguishing Qualifications**

Further, each Respondent will provide evidence in its Response narrative of the extent to which the organization and its proposed staff meet the following Distinguishing Qualifications. Responses must demonstrate that the Respondent and proposed staff:

1. Possess a clear understanding and ability to meet the needs of the Town of Montague relative to design of a new or improved main Library as described in this RFQ.
2. Massachusetts registration and licensing in all applicable disciplines. Experience with library building projects and public building projects in Massachusetts is preferred.

3. Possess a thorough knowledge of MA Procurement and Public Construction laws, including without limitation, M.G.L. Chapter 149 and 30.
4. Possess a thorough knowledge of the Massachusetts State Building Code, Stretch Code, the regulations of the Massachusetts Architectural Access Board, and the Americans with Disabilities Act.
5. Experience in the preparation of space programs, final design documents, and public building documents.
6. Experience in conceptual/schematic design of federal, state, or local building projects, having worked within the municipal sector involving public financing.
7. Demonstrate the institutional capacity (both financial and managerial) to perform Design services as specified within this RFQ.
8. Have significant experience with the design of high-performing, energy efficient buildings. Examples may include experience with net-(and near-net) zero design, including “passive” design and construction; radiant-floor heating; strategic ventilation; and non-fossil-fuel energy sources and infrastructure, including geothermal (aka ground-source heat pumps), solar thermal, and air-source heat pumps.
9. Minimum of four completed or designed public building projects of similar scope, with the preference that at least one is a library in a historic building and/or district. Please indicate any projects completed with the MBLC.

### **C. Evaluative Criteria**

In addition to screening for compliance with minimum requirements, and in accordance with Distinguishing Requirements, responses shall be evaluated relative to the following criteria:

1. Documented experience of the firm serving as Designer/Architect for similar public facility building design projects in the last five (5) years, highlighting experience in Massachusetts.
2. Documented experience of the key staff serving in their proposed roles for similar public facility building design projects in the last five (5) years, highlighting experience in Massachusetts.
3. Capacity to undertake a project of this magnitude:
  - a. Documentation that the firm has sufficient capacity to undertake this project in conjunction with other projects that will be ongoing during Montague’s design period.
  - b. Documentation that key staff have sufficient time to allocate to this project during Montague’s expected design period.

4. Financial strength of organization:
  - a. Documentation that the firm has the financial resources and stability to undertake a project of this scope and size in conjunction with any other current projects.
5. Identity and qualifications of proposed key staff:
  - a. Documentation that any/all Designers/Architects have the required registrations and licenses.
  - b. Documentation of experience by any/all Designers/Architects on projects of a similar size and cost.
6. Knowledge and experience with the design of high-performing, energy-efficient buildings.
7. Knowledge and experience with the design of buildings that mirror and/or complement the historic district in which they reside.
8. Strength of ideas and innovative approaches to design and materials used to manage project costs while ensuring high-quality design.
9. Strength of references for relevant projects completed within the past five years.

#### **D. Suggested Submission Format**

In order to evaluate each proposal similarly, please use the following structure:

1. Cover Letter/Executive Summary
2. Firm Background & Experience
3. Project Understanding & Approach
  - a. Understanding of the Community/Town goals & Scope of Work Required
  - b. Detailed Project Approach & Breakdown of Tasks
  - c. Preliminary Design Schedule & Commitment
4. Proposed Team
5. Financial Strength
6. Required Forms

#### **E. Evaluation Assessment Scale**

A simple four-point scale (Excellent, Good, Fair, Poor) will be used to assess the relative merits of each submission that meets the Distinguishing Qualifications and evaluative criteria described above. Minimum Qualifications will be confirmed in a yes/no format. Submissions that do not meet all Minimum Qualifications will not be considered. This four-point scale will be applied to each of the evaluative

criteria described above for the purpose of Response ranking, with ratings summed across measures. The Town reserves the right to consider criteria not specified in this RFQ.

Note that The Town of Montague reserves the right to reject any Response in the best interest of the Town. The LBSC reserves the right to consider any additional relevant criteria that it may deem appropriate, within its sole discretion, before determining final rankings. The LBSC may or may not, within its sole discretion, seek additional information from Respondents.

## IV. KEY DATES AND SUBMISSION INSTRUCTIONS

### A. Key Dates

<b>Bold text = Critical Response Dates</b>	Unbold text = Estimated, at Discretion of Town
Posting and RFQ Release	April 30, 2025
<b>Briefing Session and Site Tour</b>	<b>May 19, 2025 @ 11am</b>
<b>Written Question Deadline</b>	<b>May 20, 2025 by 5:00pm</b>
Question Response and Addendum, if necessary	May 26, 2025
<b>Deadline for Responses</b>	<b>June 2, 2025 by 12:00pm</b>
Anticipated Interviews	June 11, 2025
Anticipated Award and Contracting	June 16, 2025

### B. Submission Deadline and Instructions

Respondents must submit one (1) original UNBOUND copy of their Response, ten (10) bound copies, and a USB flash drive with electronic copies of all relevant Response files. These materials should be addressed as follows:

**Chris Nolan-Zeller**  
**Montague Public Library Architectural and Design Services**  
**Selectboard Office**  
**Town of Montague**  
**1 Avenue A**  
**Turners Falls, MA 01376**

**Responses are due at the Montague Selectboard Office no later than June 2, 2025 by 12:00pm**

All Responses and corresponding forms must be properly signed. Late submissions will not be accepted. It is the responsibility of the Respondent to ensure that its Response is delivered by the deadline. Delivery by email, fax, or other modalities will not be accepted. Responses will be opened in the Annex meeting room of Montague Town Hall at One Avenue A in Turners Falls.

Costs associated with the preparation of the Response are the sole responsibility of the Firm. A consultant may correct, modify, or withdraw a Response by written notice received by the Town prior to the time and date set for the Response opening. Response modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_." Each modification must be numbered in sequence, and must reference the original RFQ.

**Applicants must complete, sign, and include in the sealed submission:**

- General Information Form
- Town of Montague Certificate of Corporate Authority
- Certificate of Non-Collusion
- Conflict of Interest Statement
- Certificate of Tax Compliance
- Suspension and Debarment Certification
- MBLC/MPLCP Required Deliverable Checklist
- Standard Designer Application Form for Municipalities and Public Agencies Updated July 2016.

**C. Information in Support of Response Development**

**A Briefing Session and Site Tour will be held on May 19, 2025 at 11:00am** in the Carnegie Public Library at 201 Avenue A, Turners Falls, MA 01376. At this session, LBSC members and the OPM will describe the project; outline the requirements and service standards that the Town will expect of the architect; and provide the opportunity for questions and explanations, as well as a walking tour of the building site. **Attendance is strongly encouraged.**

The building program and all associated documents (listed under 5/21/24) can be downloaded at: <https://www.montaguepubliclibraries.org/building>

The initial Phase 1 site survey report and historical documents can be downloaded at: <https://montague-ma.gov/j/82/RFP-11-Architectural-and-Design-Services-for-the-Planning-and-Design-of-the-Montague-Public-Libraries-Main-Branch>

**Written questions must be submitted** by email before May 20, 2025 by 5:00PM. Address them to Chris Nolan-Zeller via email at [chrisn@montague-ma.gov](mailto:chrisn@montague-ma.gov) and cc: Steve Smith at [ssmith@downesco.com](mailto:ssmith@downesco.com) using the subject line "Montague Public Library Architectural and Design Services." Responses to questions and any RFQ addenda are expected to be emailed to applicants on record as having received the RFQ by May 26, 2025.

**Responses to questions, as well as RFQ addenda, will be e-mailed to all Respondents that are on record as having received this RFQ. For this reason, it is essential that you request your RFQ packet from Chris Nolan-Zeller directly via email request to [chrisn@montague-ma.gov](mailto:chrisn@montague-ma.gov).**

## **V. AWARD RECOMMENDATION AND RULE**

The Town shall determine the most advantageous Response from a responsible and responsive Firm, taking into account the Evaluative Criteria and a Firm Interview, if necessary. Contract award will be based on satisfactory negotiations of project scope and fee. If unable to negotiate a contract with the first-ranked selection, the Town will then commence negotiation with the second-ranked selection, and so on, until a contract is successfully negotiated and approved by the Town.

The Town reserves the right to re-advertise if a fee and/or final scope of work cannot be negotiated with one of the top three ranked firms. The negotiated fee will include all expenses, direct and indirect, related to this project.

This RFQ and any addenda issued will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in any sub-consultants identified in the response shall take place without the prior written approval of the Town.

## **VI. ADDITIONAL INFORMATION**

1. The Town is an Equal Opportunity employer and encourages responses to RFQ's from Massachusetts certified minority and women-owned businesses.
2. The Town reserves the right to reject any response which, in its judgment, fails to meet the requirements of the RFQ; or which is incomplete, conditional, or obscure; or which contains additions or irregularities; or in which errors occur; or if determined to be in the best interest of the Town to do so.
3. The Town reserves the right to cancel or modify this RFQ, or to reject, in whole or in part, any and all Responses if the Town determines such action serves in its best interests.
4. The Town reserves the right to waive informalities and minor discrepancies.
5. Bidders are not to communicate directly with any employee of the Town of Montague, except as specified in this RFQ, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFQ.
6. All inquiries are to be submitted as per the instructions within this RFQ
7. All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c.66, sec 10 and c. 4, section 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.
8. A Respondent may withdraw or modify their Response prior to the deadline. All Response submitted must remain valid for 90 days following RFQ deadline. The time for award may be extended for up to 45 additional days by mutual agreement.
9. The Owner is not responsible for, and will not pay for, any costs incurred in preparing a Response to the RFQ, interviewing for the project, negotiating a contract for the project, or any other costs incurred prior to entering a contract with the Designer/Architect.
10. All Responses shall become the property of the Town upon receipt. Firms should be aware that any information given to the Town in response to this RFQ or any correspondence between the Firm and the Town may not be deemed to be proprietary or confidential.

**GENERAL INFORMATION FORM**

SUBMIT THIS FORM AS THE FIRST PAGE OF YOUR RESPONSE  
AFTER THE COVER LETTER

Name of Organization: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Organization is (check one):

- Corporation       Partnership       Association  
 Joint Venture       Sole Proprietorship       Public Agency  
 Quasi-Public Agency       Other: (Explain) \_\_\_\_\_

\_\_\_\_\_  
Organization's Address:

\_\_\_\_\_  
Name, Title and Telephone Number of the Organization's Authorized Representative:

\_\_\_\_\_  
Email Address of Contact Person

Acknowledgment of received Addenda No(s): \_\_\_\_\_

If selected, the undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the Town of Montague with the services described in the Request for Qualifications dated April 30, 2025 and subsequently amended by any Addenda. The Proposer agrees to comply with all Local, Federal, and State requirements. The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named. The Proposer attests that the firm is financially stable and has included a letter from an auditing firm or other acceptable entity attesting to same.

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

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

**TOWN OF MONTAGUE, MASSACHUSETTS  
CERTIFICATE OF CORPORATE AUTHORITY**

The principal, officer, or person to sign below pledges under penalties of perjury, that he or she has been designated by the Owner(s) or the Board of Directors of the below named firm as an authorized representative.

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

Signature of individual submitting Response: \_\_\_\_\_

Printed Name of Person signing the Response: \_\_\_\_\_

Title of Person signing the Response: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

**MUST BE SIGNED AND RETURNED WITH RESPONSE**

**TOWN OF MONTAGUE, MASSACHUSETTS**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, the Designer/Architect certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone # \_\_\_\_\_

Date \_\_\_\_\_

**MUST BE SIGNED AND RETURNED WITH RESPONSE**

**TOWN OF MONTAGUE, MASSACHUSETTS  
CONFLICT OF INTEREST STATEMENT**

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No Consultant to, or subcontractor for the applicant has given, offered, or agreed to any gift, contribution, or offer of employment to the applicant, or to any other person(s), corporation, or entity as an inducement for, or in connection with, the award of the consultant or subcontractor of a contract by the applicant.
3. That no person(s), corporation, or other entity, other than a bona-fide full-time employee of the applicant has been retained or hired to solicit for/or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person(s), corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

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

Printed: \_\_\_\_\_

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

**MUST BE SIGNED AND RETURNED WITH RESPONSE**

**TOWN OF MONTAGUE, MASSACHUSETTS**  
**CERTIFICATE OF TAX COMPLIANCE**

Tax Certification

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Chapter 151A, Section 19A, the undersigned acting on behalf of the business, certifies under penalty of perjury that, to the best of the undersigned's knowledge and belief, the business is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\* Signature of Individual

\_\_\_\_\_  
\*\*\* Individual's Social Security Number or  
Corporate Contractor Federal Identification

By: \_\_\_\_\_  
Corporate Officer

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

\* The provision in the Attestation of relating to child support applies only when the contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct heir non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. Chapter 62C, Section 49A.

**MUST BE SIGNED AND RETURNED WITH RESPONSE**

**DEBARMENT AND SUSPENSION CERTIFICATION**

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract. In the event of a partnership, each participating individual or organization should complete this form.

The Vendor/Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Is not presently debarred, suspended, purposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred (Chapter 550, Acts of 1991) from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company or Corporation

**MUST BE SIGNED AND RETURNED WITH RESPONSE**

**MBLC/MPLCP REQUIRED DELIVERABLES CHECKLIST**

During the planning and design phase of an MPLCP project, the design team is to bring the project past conceptual design but not to full schematic design. This is called the MPLCP Level of Design. Per MPLCP regulations 605 CMR 6.08(2)(a), this includes but is not limited to:

- Schematic drawings (or more complete drawings as available) prepared by a Massachusetts registered architect, and bearing their registration stamp, including:
  - floor plan(s) with complete furnishing, shelving, and equipment layout;
  - building sections as appropriate;
  - elevations as appropriate;
- Tabulation of square footages called for in the library building program and comparison to the square footages shown on the architectural plans;
- Tabulations of the number of books, periodicals, audio visual material, library of things, and all other collections called for in the library building program in comparison to the square footages shown on the architectural plans;
- Tabulations of the number of seats and staff workspaces called for in the library building program in comparison to the square footages shown on the architectural plans;
- An estimated project budget, prepared independently by an experienced professional cost estimator, based on the site plan, building plans, and construction budget;
- Site plan prepared by a Massachusetts registered architect with parking, grading, building location and designation of utilities (one inch = 40 feet or larger);
- A geotechnical report certified by a licensed professional, as defined in 605 CMR 6.02: Geotechnical Report;
- A hazardous materials survey report;
- A stamped topographic land survey, completed within 15 years of the submission of drawings, delineating boundary lines for entire site to be included in the library building project;
- Energy modeling as required by code, Mass Save, and/or an MPLCP-approved special certification required to qualify for the Green Library Incentive, if applicable;
- Other environmental, structural, and energy-related reports may be required as deemed necessary and appropriate for individual projects.

***Check each item above and sign below to confirm your understanding, and at a minimum, provide the MPLCP Level of Design Documents required by the MBLC.***

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name of Person Signing

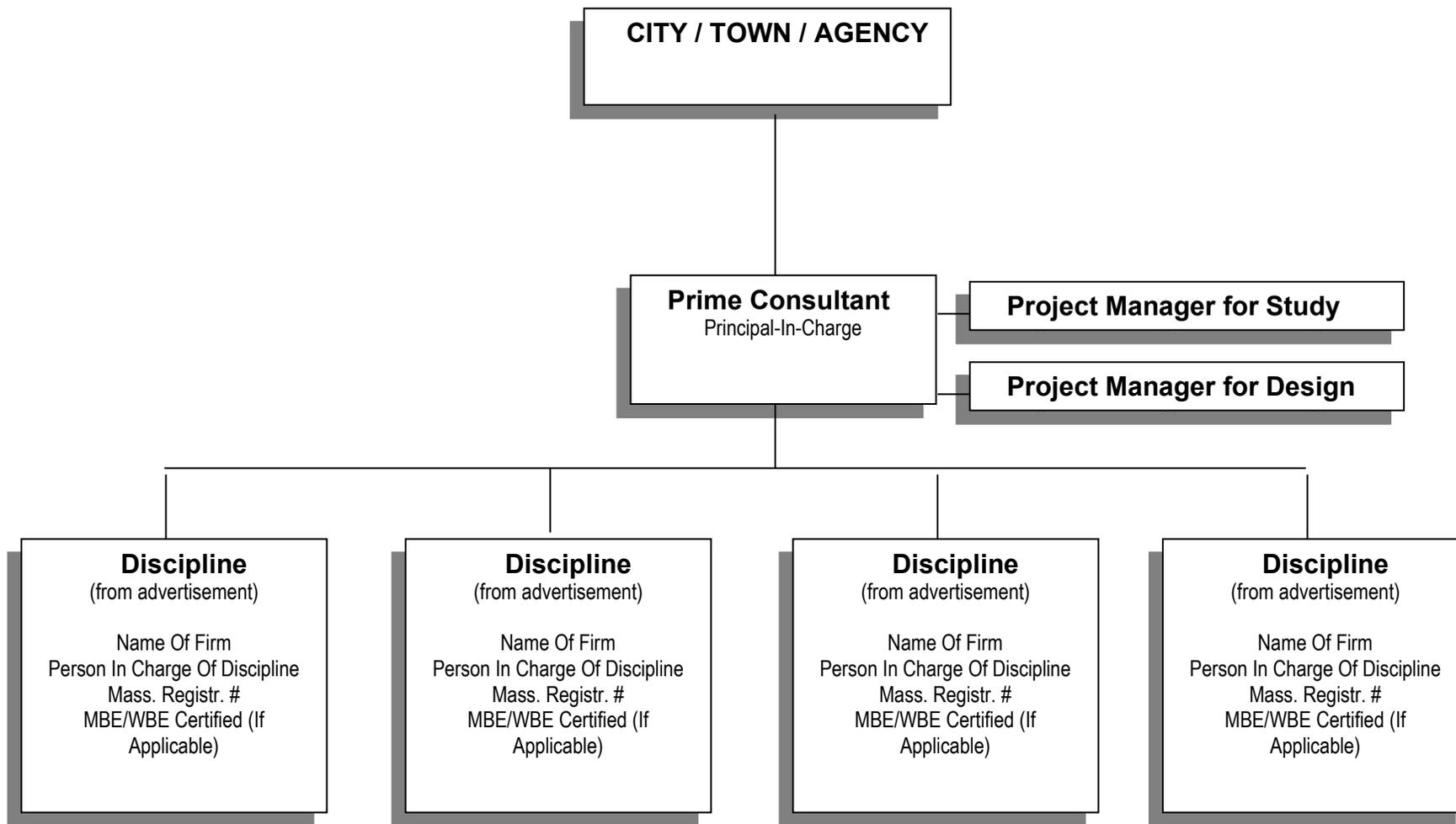
\_\_\_\_\_  
Company or Corporation

**MUST BE SIGNED AND RETURNED WITH RESPONSE**

Commonwealth of Massachusetts  
DSB Application Form  
**(Updated July 2016)**



6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers.</u> Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/>            SDVOBE <input type="checkbox"/>            VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/>            SDVOBE <input type="checkbox"/>            VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <b>ONLY</b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

<b># of Total Projects:</b>	<b># of Active Projects:</b>	<b>Total Construction Cost (In Thousands) of Active Projects (excluding studies):</b>
-----------------------------	------------------------------	---

Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

\* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
-----------------	------------------	---------------	-----------------

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)

Town of Montague  
Standard Contract Form

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE TOWN OF MONTAGUE  
AND  
XXXXXX.**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_ 2024, by and between the Town of Montague, hereinafter called the OWNER and \_\_\_\_\_, with offices at \_\_\_\_\_ (herein called the "CONSULTANT"):

The OWNER'S Designated Representative under this contract is:

Name \_\_\_\_\_ Position/Title \_\_\_\_\_

Address: \_\_\_\_\_

Telephone \_\_\_\_\_

Email : \_\_\_\_\_

The CONSULTANT'S Designated Representative under this contract is:

Name \_\_\_\_\_ Position/Title \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

WITNESSETH, for consideration hereinafter set forth, the CONSULTANT AND OWNER hereto agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONSULTANT**

1.1 THE OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain professional services hereinafter described as:

**Name of Project**

**ARTICLE 2. GENERAL CONDITIONS**

The OWNER agrees that all work be done by the CONSULTANT and all materials to be used on the project shall be in accordance with the standards applicable to the relevant professions employed on the PROJECT.

**ARTICLE 3. SCOPE OF SERVICES**

This scope of services is found in Attachment A

**ARTICLE 4. CONTRACT PRICE AND PAYMENT**

- 4.1.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT a lump sum fee of \$ \_\_\_\_\_ for the scope of services described in Article 3 of this AGREEMENT.
- 4.2.1 Payments to the CONSULTANT shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1% per month.
- 4.3.1 For services performed beyond basic services, (additional services) the CONSULTANT shall be compensated in accordance with the procedure established in Article 13.
- 4.4.1 The OWNER agrees to make payment to the CONSULTANT within thirty (30) days of the invoice date for work completed to the OWNER'S satisfaction. If the OWNER fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT'S statement therefore, except for just cause, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONSULTANT within seven (7) days of the notice, the suspension shall take effect without further notice. In the event of a suspension of services due to failure of the OWNER to make payment as agreed in this section, the CONSULTANT shall have no liability of the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 4.5.1 Notwithstanding anything in this AGREEMENT to the contrary, any and all payments that the OWNER is required to make under this AGREEMENT shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

**ARTICLE 5. TERM OF AGREEMENT AND TIME FOR PERFORMANCE**

- 5.1.1 The CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER and upon receipt of a Notice to Proceed from the Owner. The CONSULTANT agrees to provide services for the duration of work, starting within two weeks of the Notice to Proceed.

**ARTICLE 6. KEY PERSONNEL**

- 6.1.1 The CONSULTANT shall provide a list of the names and qualifications of individual staff people who will be assigned to the performance of the CONSULTANT'S obligations under this contract.
- 6.2.1 The OWNER shall have the right to require the CONSULTANT to remove any key individual from his or her assignment to this PROJECT for cause. The key individual shall receive reasonable notice of any such action.

**ARTICLE 7. CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS**

- 7.1.1 The CONSULTANT shall not employ consultants, except Key Personnel designated in

ARTICLE 6, or assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval of and written consent of the OWNER. The OWNER shall not unreasonably withhold such approval. The OWNER may rescind its consent if a consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the CONSULTANT shall remove such consultant or subcontractor from the work. The OWNER'S written consent shall not in any way relieve the CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates or other work or materials furnished.

- 7.2.1 Except as otherwise provided in this contract, whenever the services of the following consultants are required, the CONSULTANT shall employ them within the basic fee for this project: Surveyors, Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Acoustical Engineers, Architects, Landscape Architects and Designers, Cost Estimators, Code Specialists and Specification Writers. Consultants must be registered in their respective disciplines if the applicable General Law requires registration.
- 7.3.1 When the CONSULTANT receives payment from the OWNER, the CONSULTANT shall within 30 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the OWNER. The OWNER shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the OWNER.

## **ARTICLE 8. STATUTORY COMPLIANCE**

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

General Laws Chapter 30B: Procurement of Goods and Services  
General Laws Chapter 30 Sec. 39 et seq: Public Works Contracts  
General Laws Chapter 149, Sec 44A et seq: Public Buildings Contracts

- 8.2.1 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this AGREEMENT. To whatever extent any provision of this AGREEMENT shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 8.3.1 The CONSULTANT shall exercise due care in accordance with generally accepted standards of professional practice, and perform the work required under this AGREEMENT in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the CONSULTANT shall promptly pay all fines, penalties and damages that may arise out of or

are imposed because of the CONSULTANT'S failure to comply with the provisions of this Article and shall indemnify the OWNER against any liability incurred as a result of a violation of this section, in place at the time of this Agreement's execution.

## **ARTICLE 9. INSURANCE**

### General Liability Insurance

9.1.1 The CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operation the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury, death and property damage.

### 9.2.1 Automobile Liability Insurance

The CONSULTANT agrees to hold the Town of Montague harmless from the liability of any accidents, deaths or injuries, or destruction of property, caused by or incurred by employees of the CONSULTANT while engaged in the implementation of this contract.

### 9.3.1 Professional Services Liability Insurance

The CONSULTANT shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate, and maintain such policy from the time that this CONSULTANT is signed to the date when all construction work designed under this CONSULTANT is completed and accepted by the OWNER. Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the OWNER should coverage become unavailable.

9.4.1 The CONSULTANT shall, before commencing performance of this AGREEMENT, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of this AGREEMENT.

9.5.1 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this AGREEMENT. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OWNER at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

## **ARTICLE 10. RESPONSIBILITIES OF THE OWNER**

The OWNER without cost to the CONSULTANT, shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

10.1.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with

respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.

- 10.2.1 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONSULTANT regarding both general and special considerations relating to the PROJECT.
- 10.3.1 Assist the CONSULTANT by placing at the disposal of the CONSULTANT all available information pertinent to the PROJECT including previous reports and existing survey data and any other data relative to design or construction of the PROJECT.
- 10.4.1 Waive or pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and obtain such approvals and consents from others as may be necessary for completion of the Project. The CONSULTANT shall assume that the information provided by OWNER is reliable for the purposes of these services. All materials and information provided to the CONSULTANT by OWNER under this contract shall remain the property of OWNER and shall be returned to OWNER upon completion of this contract or upon early termination of this contract
- 10.5.1 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- 10.6.1 Cooperate with and assist the CONSULTANT in all additional work that is mutually agreed upon.
- 10.7.1 Pay the CONSULTANT for work performed in accordance with terms specified herein.
- 10.8.1 Develop, organize and implement all public information and participation efforts.
- 10.9.1 OWNER does not guarantee the accuracy of information furnished and CONSULTANT must satisfy itself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by OWNER. If the above data are not available or they are in the opinion of CONSULTANT insufficient, CONSULTANT, upon request, may be given authorization to obtain the services of a consultant or perform the work with its own employees. Such consultants shall carry adequate liability insurance. In no case shall CONSULTANT commence such additional work without prior written authorization of OWNER.

Written consent shall not in any way relieve CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specification, estimates and other work or material furnished.

## **ARTICLE 11. LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 11.1.1 CONSULTANT shall indemnify and save harmless OWNER and all of its municipal boards, commissions, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the CONSULTANT in the

performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by CONSULTANT or its employees, consultants or subcontractors.

#### 11.2.1 Hazardous Waste Indemnification's

For the purpose of this AGREEMENT, CONSULTANT shall not be considered an owner or operator of the project site with respect to the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against CONSULTANT, its principals, agents, employees, and consultants unless such claims are based, in whole or in part, upon the negligence, breach of AGREEMENT, warranty, indemnity, or other obligation of CONSULTANT, its principals, agents, employees and consultants.

11.2.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

### **ARTICLE 12. NOTICE**

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

### **ARTICLE 13. EXTENSION OF SERVICES**

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

### **ARTICLE 14. OWNERSHIP AND USE OF DOCUMENTS**

One (1) reproducible copy of all reports, design drawings, field data, calculations, estimates, and other documents and records (collectively referred to as "documents") which CONSULTANT prepares as instruments of service shall become the property of the OWNER upon payment in full to CONSULTANT under this AGREEMENT. Any re-use of such documents without CONSULTANT's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONSULTANT'S rights under this AGREEMENT.

## **ARTICLE 15. TERMINATION**

- 15.1 The OWNER may terminate this AGREEMENT, without cause, upon ten days written notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall be compensated for all services performed prior to termination.
- 15.2 If the PROJECT is suspended or abandoned in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due.
- 15.3 If the PROJECT is resumed after being suspended for more than nine (9) months, the CONSULTANT'S compensation shall be equitably adjusted.
- 15.4 In the event of termination by the OWNER, the CONSULTANT will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 4 of this AGREEMENT.

## **ARTICLE 16. GENERAL PROVISIONS**

### 16.1 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT'S services.

### 16.2 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

## **ARTICLE 17. PROVISIONS REQUIRED BY MASSACHUSETTS LAW**

- 17.1 The CONSULTANT hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT. (Statutory reference: M.G.L. c. 7, §38H (e) (i))
- 17.2 The CONSULTANT hereby certifies that no consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an

inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT. (Statutory reference: M.G.L. c. 7, §38H (e) (ii))

- 17.3 The CONSULTANT hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this AGREEMENT upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT to the CONSULTANT. (Statutory reference: M.G.L. c. 7 § 38H (e) (iii))
- 17.4 The CONSULTANT hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the CONSULTANT filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c. 7, §38H (e) (iv))

#### **ARTICLE 18. DISCLOSURE RIGHTS**

OWNER agrees the CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

**TAX COMPLIANCE STATEMENT**

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that \_\_\_\_\_, to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Company or Corporation

**NON-COLLUSION STATEMENT**

Certificate of Non-Collusion

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

Date \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Company or Corporation

**CERTIFICATE OF VOTE**

At a duly authorized meeting of the Board of Directors of

\_\_\_\_\_ held on \_\_\_\_\_,

it was unanimously voted to authorize \_\_\_\_\_

its \_\_\_\_\_ to sign any and all bid and contract documents on

behalf of the Corporation. I further certify that said vote remains in full force and effect and

has not been rescinded or modified as of the date below.

Date \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Clerk

SEAL:

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

Accepted for the OWNER, TOWN OF MONTAGUE, by its Selectboard:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

Accepted for the CONSULTANT, \_\_\_\_\_ by:

\_\_\_\_\_

Project Manager

\_\_\_\_\_  
Date

#### CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: \_\_\_\_\_  
Accountant, Town of Montague

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

#### A TRUE COPY, ATTEST:

By: \_\_\_\_\_  
Clerk, Town of Montague

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

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number \_\_\_\_\_



Landscapes and Lawncare, Inc.

67 Old James Street, Chicopee, MA 01020 \* tel. (413) 536-7555 x 110 \* fax. (413) 536-5607

May 28, 2025

To: **Chris Nolan-Zeller**  
 Attn: **Assistant Town Administrator**  
**Town of Montague**  
**1 Avenue A**  
**Turners Falls, MA 01376**  
**(413) 863-3200 x109**

Re: Avenue A Streetscape Phase IV Continuation Project  
 REPAIR TWO WINDOW WELLS IN FRONT OF ANTIQUE SHOP, OMIT FROM PROJECT REMOVE AND  
 OF EXISTING GRANITE CURBING

**ADD WORK:**

**General Contractor:**

		<u>Hrs</u>	<u>Rate</u>	
<b>Labor:</b>	<b>CARPENTER</b>	16	\$90.39	<b>\$ 1,446.24</b>
	(Laborer)	8	\$79.84	<b>\$ 638.72</b>
<b>Materials:</b>	<b>FORMING MATLS</b>	1	\$400.00	<b>\$ 400.00</b>
<b>Equipment:</b>	(Crew Truck)	8	\$18.75	<b>\$ 150.00</b>
	(Skid Steer)	0	\$243.00	<b>\$ -</b>
	(Mini Excavator)	0	\$25.00	<b>\$ -</b>
	<b>BREAKER</b>		\$22.00	<b>\$ -</b>
	(Loader)		\$285.00	<b>\$ -</b>
	(Backhoe)		\$645.00	<b>\$ -</b>
	(Dozer)		\$505.00	<b>\$ -</b>
	(Roller)		\$370.00	<b>\$ -</b>
Subtotal GC Labor and Materials				<b>\$ 2,634.96</b>
Overhead and Profit				<b>\$ -</b>
				<b>\$ 2,634.96</b>

**General Contractor Work Total                   \$    2,634.96**

**DEDUCT WORK:**

OMIT REMOVE AND RESET EXISTING GRANITE CURB  
 OMIT FROM CONTRACT

**\$ (10,000.00)**

\$ (10,000.00)

**\$ -**

\$ (10,000.00)

**Subcontractor Work Total                   \$    (10,000.00)**

Sub Total   **\$    (7,365.04)**

0.0%                   Bonds                                       **\$           -**

**Estimate Total                                   \$    (7,365.04)**

Sincerely,

ED DWYER

[Click Here for Housatonic River Flood Notifications](#)[Menu](#)

# FirstLight Update on the Turners Falls Bascule Gate System Incident and Repair Effort

June 24, 2025

In order to safely make repairs to the Bascule Gate that experienced a loss of hydraulic pressure on June 3, FirstLight will have to temporarily lower the river level in the Turners Falls Impoundment (the river upstream of the dam) to stop the flow of water over the gate and allow it to be accessed safely. FirstLight emphasizes that there is no public safety hazard and there has been no damage to the dam itself; however, the reduced river level will temporarily strand boats near the shoreline and inhibit boat-based recreation and navigation on the river. FirstLight will provide as much advance notice to the community as possible and will make every effort to begin this work after the July 4<sup>th</sup> weekend, provided that the gate's current condition remains stable. FirstLight is committed to completing this repair project as quickly as possible to minimize impacts to the community.

As previously reported, on the evening of Tuesday, June 3, FirstLight team members observed a sudden loss of hydraulic pressure in the Turners Falls Dam Bascule Gate system. FirstLight personnel responded immediately, beginning emergency response actions and coordinating with the Massachusetts Department of Environmental Protection, Health, Safety and Environment professionals, and our Licensed Site Professional.

The gate's hydraulic system was quickly isolated, and cleanup measures were immediately implemented to address the hydraulic fluid released into the river downstream of the dam. Bascule Gates 1, 3 and 4 continue to operate as intended, and there have been no indications of an ongoing release since the isolation of the Bascule Gate 2 hydraulic system. However, FirstLight is not able to safely access Bascule Gate 2

in its current partially raised position to complete the investigation into the root cause of the incident and enact a repair.

To develop a safe access plan, FirstLight immediately engaged expert engineering resources to assist in the design, engineering, and implementation of a process to secure the gate and make repairs while considering public and worker safety, community disruption, and aquatic habitat. Of the more than half a dozen solutions considered for the fix, all would have required that the water levels in the Turners Falls Impoundment be lowered, and the approach we've identified is expected to have the shortest duration impact on the river.

FirstLight continues to actively monitor the area and is communicating with local, state, and federal regulatory agencies throughout this process. We appreciate the understanding and support of the community as we work to safely, swiftly and thoroughly resolve this unprecedented challenge.

**We welcome inquiries from the media, questions and comments about our projects and recreation spaces, and gladly engage curiosity about our mission, vision, and more.**

Contact us for media inquiries, questions, and confidential reporting.

Energy  
Purpose  
Recreation & Stewardship  
Newsroom  
Permits

LinkedIn  
Facebook  
X (formerly Twitter)

FirstLight

100 District Avenue, Suite 102  
Burlington, MA 01803  
P: 781-653-4240

1134 Saint-Catherine St W, Fl 12  
Montreal, QC H3B 1H4, Canada  
P: 514-392-9266

560 King Street West, Unit 2  
Oshawa, ON L1J 7J1, Canada  
P: 365-298-5818

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[Privacy Policy](#)

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