

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, February 2, 2026

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/88584514313>

Meeting ID: 885 8451 4313 Password: 913235 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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 Meetings: 1/12/2026 & 1/26/2026 if available
3. 6:32 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:34 **David Brule, Chair of Battlefield Grant Advisory Board**
 - Mission wrap-up and next steps
 - Request to disband the Battlefield Grant Advisory Board
5. 6:40 **Personnel Board**
 - Police Department
 - Appoint Jacob Thompson to Police Officer effective 2-8-2026, Grade P, Step 4 at \$28.51/hour, 37.69 hours per week
 - Appoint Joshua Lemay to Patrol Officer effective 2-22-2026, Grade P, Step 10 at \$36.01/hour, 37.69 hours per week
 - Appoint Olivia Parnanen to custodian effective 2-8-2026, Grade I, Step 10 at \$24.17/hour, 15-18 hours per week
 - Department of Public Works
 - Appoint Richard Hebert, II to Light Equipment Operator effective 2-3-2026, Grade G, Step 3 at \$25.01/hour, 40 hours per week. Richard holds a Class A CDL license and will receive an additional \$1.50/hour
 - Library
 - Appoint Merlin Waldron from Substitute Library Assistant to Library Assistant, effective 2-7-2026, Grade I, Step 1 at \$18.07/hour

Montague Selectboard Meeting

February 2, 2026

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6. 6:55 **Jon Dobosz, Parks & Recreation Director**
- Request Public Demonstration/Use of Public Property for Montague Soap Box Races on September 27, 2026, 7:00am to 5:00pm located on First Street, Unity Park and Unity Hill
7. 7:00 **Maureen Pollock, Director of Planning**
- Planning Board Zoning Amendment Petition: Revised Section 8.5 Accessory Dwelling Units
8. 7:05 **Assistant Town Administrator's Business**
- Authorize contract with Berkshire Design Group, Inc for bidding and construction administration for the Avenue A Streetscape Improvements project. Contract value is \$30,000.00 to be funded by Community Development Block Grant.
 - Other Project Updates
9. 7:10 **Town Administrator's Business**
- Authorize DPW Superintendent Sam Urkiel to be the signatory for Collective Highway Products and Services contracts by FRCOG for FY27.
 - FY27 Budget: Updates and discuss acceptance of 2% Budget Reduction scenarios.
 - Discussion: exploring regionalization opportunities
 - Schools
 - EMS (ambulance) Services
 - Police dispatch
 - Adopt revised Sustainable Product Purchasing Policy, per MassDEP program requirements
 - Topics not anticipated within 48 hours

Next Meetings

Finance/Selectboard Meeting: FY27 School Budget Proposal:

February 5, 2026, at 5:30pm at Gill Town Hall

Selectboard Meeting: Monday, February 9, 2026, at 6:00pm via ZOOM

Jacob Robert Thompson

[REDACTED]

20251204

Dear Hiring Manager,

I am excited to apply for the full-time Police Officer position at the Montague Police Department. With eight years of honorable service as an infantry Marine, I bring a wealth of skills and experience that align closely with the values and mission of your department. I am eager to transition from military service to a career in law enforcement, where I can continue serving the public with integrity, discipline, and a commitment to excellence.

During my military career, I developed strong leadership, organizational, and managerial skills. As a Personnel Supervisor with the United States Marine Corps, I successfully managed administrative duties for a team of 12 Marines, ensuring all personnel met the rigorous standards required for rapid worldwide deployment. I am adept at overseeing complex tasks under pressure, including conducting quarterly inventories of equipment valued at hundreds of thousands of dollars and ensuring strict compliance with policies and procedures.

In addition, I have experience leading and coordinating large groups. I trained and mentored a company of 150 Marines, ensuring they received the necessary annual and fiscal training to remain mission-ready. My leadership extended to tactical environments where I led vehicle and weapons maintenance operations and coordinated the safe movement of personnel and equipment. I also conducted daily physical training for my team to maintain peak fitness and readiness.

My skills in small arms proficiency, tactical communication, and casualty care are directly applicable to law enforcement, where quick decision-making and composure under pressure are essential. I have completed specialized courses such as Mortarman, Vehicle Commander, and Infantry Rifleman, equipping me with valuable technical knowledge and hands-on experience in surveillance, reconnaissance, and patrolling. Serving as a Range Safety Officer, I oversaw both blank and live-fire training, which instilled in me a deep respect for professional standards and integrity; principles I will carry forward into my law enforcement career.

Additionally, my experience at Gillespie Corporation, where I assisted in the fabrication of components under OSHA guidelines and operated heavy machinery, strengthened my problem-solving skills and attention to detail in fast-paced environments. These abilities will contribute to my success as a police officer.

With a solid foundation in leadership, training, and tactical operations, I am confident that my military background and commitment to public service will enable me to make a meaningful contribution to the Montague Department. I look forward to the opportunity to discuss how my skills and experiences can help advance your department's mission to serve and protect the community. Thank you for considering my application. I look forward to the possibility of joining your team.

Sincerely, Jacob Robert Thompson

Jacob Robert Thompson

Professional Summary

I have served honorably as an infantry Marine for the past seven years and am seeking to remain in public service through a career in law enforcement. I enlisted in 2017 after graduating from Ware High School in Massachusetts and through multiple deployments learned skills applicable to this transition. I value of professional standards and integrity; I have the organizational and managerial skills to aid your police department.

Skills

Small Arms Proficiency	Procedural Competency
Training and Fitness Program Design	Casualty Care (Combat Life Saver)
Microsoft Office Suite (Excel, Word, PowerPoint)	Surveillance and Reconnaissance
Tactical Communication (Shortwave/Sat. Radio)	Patrolling

Work History

United States Marine Corps

Personnel Supervisor | January 2023 – Current

- Serves as a Range Safety Officer for conduct of blank and live-fire training
- Conducts quarterly equipment inventories of \$500,000 worth of weapons and equipment
- Manages administrative requirements for a team of (12) which ensures rapid worldwide deployability
- Teaches and coordinates annual and fiscal training for a company of (150) Marines
- Oversees armory and facilities manager's compliance with standing policy and procedures

Team Leader | December 2017 – January 2023

- Oversees vehicle and weapons maintenance for a light armored vehicle
- Ensured the safe and efficient movement of vehicle and Marines to and from scenes
- Conducted daily physical training of eight Marines to ensure mission readiness

Gillespie Corporation

Fabricator | May 2017 – November 2017

- Assisted senior welders in production of various components to meet project specifications
- Operated heavy machinery for efficient fabrication of elevators within OSHA guidelines

Education

Marine Corps Training and Education Command

- Corporals Course, June 2021
- Vehicle Commander Course, April 2021
- Mortarman Course, January 2021
- Infantry Rifleman Course, May 2018

Ware High School, Highschool Diploma, Ware High School, May 2017



**Montague Police
Department
180 Turnpike Road
Turners Falls, MA 01376**



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

Chief Jason D. Haskins

Dear Jacob Thompson,

On behalf of the Montague Police Department, I am pleased to extend to you a **conditional offer of employment** for the position of **Full-Time Police Officer**.

This offer allows for employment to **commence prior to the completion of all pre-employment requirements**. Continued employment is expressly **conditional upon the successful completion** of all remaining requirements, including but not limited to:

- A comprehensive background investigation
- Medical examination and psychological evaluation
- Drug screening
- Physical ability testing, if applicable
- Verification of credentials and certifications
- Any additional requirements mandated by Massachusetts law, the Municipal Police Training Committee (MPTC), or departmental policy
- Municipal Police Training Committee Basic Recruit Academy
- P.O.S.T. certification

Your anticipated start date is **Sunday, February 8, 2026**. You will be starting at the **Patrol** grade, step **4** with a starting wage of **\$28.51** per hour. During this conditional period, you will serve at the discretion of the Montague Police Department. **Failure to successfully complete any portion of the pre-employment process may result in immediate dismissal.**

This conditional offer does not constitute a contract of employment, nor does it guarantee continued employment or appointment as a permanent Police Officer.

If you wish to accept this conditional offer, please sign and return a copy of this letter by 1/23/26. Should you have any questions regarding this offer or the conditions outlined above, please contact me directly.

Sincerely,
Jason Haskins
Chief of Police
Montague Police Department

Accepted by: Jacob R. Thompson

Applicant Signature: [Signature]

Date: 20260123

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

Employee # _____

Board Authorizing **Appointment:** Selectboard Meeting Date: 2-2-2026

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 2-2-2026

Authorized Signature: _____

General Information:

Full name of employee: <u>JACOB THOMPSON</u> Dept: <u>POLICE DEPT.</u>
Title: <u>POLICE OFFICER</u> Effective date of hire: <u>2-8-2026</u>

New Hire:

Permanent: <u>X</u> <u>Y</u> <u>N</u> If temporary, estimated length of service: _____
Hours per Week: <u>37.69</u> Union: <u>NEPBA Local 183</u>

Wages:

Union: <u>NEPBA Local 183</u>
Wages: Grade <u>P</u> Step <u>4</u> Wage Rate: <u>\$28.51</u> (Hourly)
Notes:

Copies to:

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



Dear Chief Haskins,

I would like to take this time to express my interest in becoming a member of your department.

I feel that I am a strong candidate for this position of as I have always put my department before myself and committed a significant amount of personal time to the agency without any expectations in return in order to achieve the departments' mission at any given time despite our ongoing restricted resources. Currently I have devoted myself as a detective to working whenever it is needed or required by the agency despite the amount of hours or time of day.

Over the course of my career I have helped develop and mentor many new officers through my roles as a Field Training Officer, Officer in Charge and Detective. Prior to and outside of any of these official roles, I have always made it my responsibility to assist and guide fellow officers by using my previous training and experience with cases and investigations so they can achieve the greatest amount of success.

My pride in the policing has been demonstrated by the diligent work I have been doing over the last several years in the Detective Unit attempting to update and modernize both the training and equipment in the unit as well as expanding our roll by reintroducing basic crime scene services to the unit.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua J. Lemay". The signature is stylized and somewhat cursive.

Joshua J. Lemay



Joshua J. Lemay

Objective: To continue growing personally and professionally with the Montague Police Department while using my existing training and experience for the benefit of the department.

Work History: Greenfield Police Department Jan 15 to Present
Detective Feb 21 to Present
Patrolman Jan 15 to Feb 21
Reserve Officer Oct 14 to Jan 15
I am responsible for complex investigations which require more in depth analysis and follow-up including developing and maintaining excellent working relationships with the District Attorney's office, Franklin County Justice Center, MSP, Child Advocacy Center and the Greenfield Public School System. I am required to maintain on call availability to be called in to assist whenever the need arises. I have also run many shifts as the Officer in Charge (OIC) when there wasn't a Sergeant working. I have also been a Field Training Officer (FTO)

Montague Police Department Sept 13 to Oct 14
Reserve Officer
I was responsible for handling the calls for service, proactive traffic enforcement, proactive patrols, and community events.

Colrain Police Department July 10 to March 16
Patrolman
I was responsible for handling the calls for service, proactive traffic enforcement, proactive patrols, and community events. I worked Hurricane Irene in 2011 which was a major disaster assisting with coordinating the response of multiple agencies including the National Guard, Select board, Board of Health and Fire Department. I worked as an FTO and trained new officers. Being a small department I also worked as OIC many shifts when I was training or there were newer officers working. I assisted the Chief in the accreditation process.

Franklin County House of Corrections Oct 06 to Oct 14
Deputy Sheriff
I was responsible for care and custody of inmates including transportation to court, doctor appointments and other facilities. I also assisted with ICE teams transporting ICE detainees in Federal custody to the HOC. I was in charge of the Honor Guard program.

Massachusetts Army National Guard Oct 05 to March 08
Infantryman

I was responsible for responding to natural disasters, state wide crowd control for large events and war time combat situations which included training in multi-geographical-environment to prepare for wartime combat.

Education: Greenfield High School 2003

Certifications: Basic Crime Scene Investigator
Basic Crime Scene Photography
Sexual Assault Investigator
80 hour Basic Detective School
Breaking and Entering Evidence Recovery (BEER)
Background Investigator
Sex Offender Registry Board (SORB)
Less Lethal Shotgun

**Instructor
Experience &
Qualifications:** Taser
PTAC (Tactical Instructor Training)
Firearms (Pistol/Rifle)
Officer Down Rescue (former)

**Other
Experience
& Skills:** Officer in Charge (OIC) – Greenfield Police
Field Training Officer (FTO) – Greenfield Police
Applied Patrol Procedures – assisted in running three (3) classes for recruit officers under the direction of Sgt. Rice (Ret) and Chief Haskins
GPD Community Impact Unit Member
DA's Office – High Risk Domestic Violence Team Liaison
Coach for youth hockey and softball
Coach for High School Varsity softball

References: Available upon request



**Montague Police
Department
180 Turnpike Road
Turners Falls, MA 01376**

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



Chief Jason D. Haskins

Dear Joshua Lemay,

On behalf of the Montague Police Department, I am pleased to extend to you a **conditional offer of employment** for the position of **Full-Time Police Officer**.

This offer allows for employment to **commence prior to the completion of all pre-employment requirements**. Continued employment is expressly **conditional upon the successful completion** of all remaining requirements, including but not limited to:

- A comprehensive background investigation
- Medical examination and psychological evaluation
- Drug screening
- Physical ability testing, if applicable
- Verification of credentials and certifications
- Any additional requirements mandated by Massachusetts law, the Municipal Police Training Committee (MPTC), or departmental policy

Your anticipated start date is **Sunday, February 22, 2026**. You will be starting at the **Patrol grade, step 10** with a starting wage of **\$36.08** per hour. As a certified police officer, you will receive a sign-on bonus in the amount of \$10,000. It will be dispersed in the following manner: \$2,500 at the completion of the Field Training Evaluation Program, \$2,500 upon reaching six-months and the final \$5,000 upon reaching one-year. During this conditional period, you will serve at the discretion of the Montague Police Department. **Failure to successfully complete any portion of the pre-employment process may result in immediate dismissal.**

This conditional offer does not constitute a contract of employment, nor does it guarantee continued employment or appointment as a permanent Police Officer.

If you wish to accept this conditional offer, please sign and return a copy of this letter by 1/23/26. Should you have any questions regarding this offer or the conditions outlined above, please contact me directly.

Sincerely,
Jason Haskins
Chief of Police
Montague Police Department

Accepted by: Joshua J. Lemay

Applicant Signature: [Handwritten Signature]

Date: 1/23/26

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

Employee # _____

Board Authorizing **Appointment**: Selectboard Meeting Date: 2-2-2026

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 2-2-2026

Authorized Signature: _____

General Information:

Full name of employee: JOSHUA LEMAY Dept: POLICE DEPT.

Title: PATROL OFFICER Effective date of hire: 2-22-2026

New Hire:

Permanent: X Y N If temporary, estimated length of service: _____

Hours per Week: 37.69 Union: NEPBA Local 183

Wages:

Union: NEPBA Local 183

Wages: Grade P Step 10 Wage Rate: \$36.01 (Hourly)

Notes:

Copies to:

_____ Employee

_____ Accountant

_____ Treasurer

_____ Department

_____ Retirement Board

_____ Selectboard

_____ Town Clerk

Olivia Parnanen



Professional Summary

I problem solve well to overcome any obstacles that may pop up. I absorb training well and I make sure to ask questions about anything that I may be even the slightest bit confused by. I have good people skills and will go out of my way to make sure anyone who approaches me for help is thoroughly understood and helped in turn. I am very meticulous and am very detail oriented, but I don't let that hold me back from completing the task at hand. I enjoy being physically active while I work and I'm not afraid to run around all day. I am willing to go above and beyond to do my job well.

Authorized to work in the US for any employer

Work Experience

Junior Custodian

Athol-Royalston Regional School District-Athol, MA
January 2024 to Present

Houseperson/Housekeeping

Colonial Hotel-Gardner, MA
August 2022 to December 2023

- The first 4 months of this particular position I worked as a housekeeper cleaning rooms, which entailed cleaning bathrooms, changing linen, vacuuming and dusting in 12+ rooms a day on average.
- I was changed to houseperson eventually, which entails cleaning all 11 public/staff bathrooms within the hotel, cleaning all windows, vacuuming vast areas, and taking care of the amenity areas such as the pool, the gym, the salon, and the guest laundry area.
- I also work 2nd shift on Fridays and Saturdays, working events where I keep bathrooms cleaned and well stocked throughout the night. This also entails cleaning up areas where guests have gathered and picking up whatever trash or dishes they leave behind them.
- I make a point of doing extra on those nights if I have time, such as detail polishing and paying extra attention to any area that needs it, though during events it can get very chaotic.
- I do small time maintenance when asked of me, including unclogging toilets and other small time toilet repairs, replacing small things such as bolts and lightbulbs and ensuring things are working properly. If I can't fix the problem myself, I make sure to notify someone who can fix it and I ensure that whatever is fixed continues to work properly.

Digital Designer

Elite Vinyl-Hinsdale, NH
October 2021 to February 2022

- I designed custom and original decals as per request, which included car hoods, word banners and themed stickers.
- I used Procreate and Adobe Fresco to create most designs, occasionally using traditional methods to draw out templates.
- Procreate and old style drawing were used to plan out the designs, and Adobe Fresco was used to create the final draft.

- Fresco was used to finalize projects because it could draw in vector, which means it didn't have a pixel count and could be blown up as big as needed without blurring or losing detail.

Kitchen Hand

Athol House of Pizza-Athol, MA
August 2019 to August 2019

- I would make pizzas and subs
- wash dishes
- clean the kitchen up and take orders.

Farm Hand

Black Horse Farm
August 2013 to February 2014

- I would help train horses, shovel their stalls, empty and refill their water
- along with grooming them and feeding them in the evening.

Education

CNA training (None)

Mount Wachusett Community College-Fort Devens, MA
February 2020 to Present

Diploma (High school or equivalent)

Athol High School-Athol, MA
September 2015 to June 2019

Skills

- Commercial cleaning
- Graphic Design
- Chemical agent handling
- Ladder safety procedures
- Welding
- Vacuuming
- Digital design
- Hotel cleaning experience
- Floor buffers
- Farming
- Basic math
- All-purpose cleaning chemicals
- Cleaning Experience
- Floor scrubbers
- Fire safety procedures
- Pizza Maker

- LOTO
- Educational institution cleaning experience
- Carpet extractors
- Evacuation procedures
- Floor cleaning chemicals
- Personal protective equipment (PPE) use
- Organizational skills
- Waste removal
- Heavy lifting
- Cash handling
- Carpet cleaning chemicals
- Banking
- Mopping
- Typing
- Graphic design
- English
- Communication skills
- Bleach
- Facility maintenance painting
- Food Preparation
- Carpet cleaning
- Furniture assembly
- Air filter replacement
- Sanitation
- GAAP
- Pressure washers
- Disinfectant cleaning chemicals
- Sanitizing surfaces
- Glass cleaning chemicals
- Accounting
- Minor facility damage repair
- Illustration
- Carpentry
- Cleaning
- Light bulb replacement
- Microsoft Word
- Manual handling
- Minor plumbing repair
- Customer service
- Furniture replacement

- Driving
- Safe lifting practices
- Time management
- Mops
- Hard Worker, Organized, Quick Learner, Artistic, experienced with mental illness/handicaps
- Window cleaning
- Floor care
- Preventive maintenance
- Facility maintenance issue reporting
- Vacuum cleaners
- Medical terminology
- Microsoft Powerpoint
- Janitorial experience
- Floor waxing
- Custodial experience - Custodial experience (3-5 years)
- Dusting
- Plastics blow molding
- Computer skills
- Chemical handling safety procedures
- Brooms
- Autism Experience
- Kitchen Staff

Certifications and Licenses

Driver's License

February 2016 to June 2028



**Montague Police
Department
180 Turnpike Road
Turners Falls, MA 01376**

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



Chief Jason D. Haskins

Dear Olivia Parnanen,

On behalf of the Montague Police Department, I am pleased to extend to you a **conditional offer of employment** for the position of **Part-Time Custodian**.

This offer allows for employment to **commence prior to the completion of all pre-employment requirements**. Continued employment is expressly **conditional upon the successful completion** of all remaining requirements, including but not limited to:

- A comprehensive background investigation
- Verification of credentials and certifications
- Any additional requirements mandated by Massachusetts law, the Municipal Police Training Committee (MPTC), or departmental policy

Your anticipated start date is **Sunday, February 8, 2026**. You will be starting at the **Custodian** grade, step **10** with a starting wage of **\$24.17** per hour. During this conditional period, you will serve at the discretion of the Montague Police Department. **Failure to successfully complete any portion of the pre-employment process may result in immediate dismissal.**

This conditional offer does not constitute a contract of employment, nor does it guarantee continued employment.

If you wish to accept this conditional offer, please sign and return a copy of this letter by 1/28/26. Should you have any questions regarding this offer or the conditions outlined above, please contact me directly.

Sincerely,
Jason Haskins
Chief of Police
Montague Police Department

Accepted by: Olivia Parnanen

Applicant Signature: Olivia Parnanen

Date: 1-27-26

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

Employee # _____

Board Authorizing **Appointment:** Selectboard Meeting Date: 2-2-2026

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 2-2-2026

Authorized Signature: _____

General Information:

Full name of employee: <u>OLIVIA PARNANEN</u> Dept: <u>POLICE DEPT.</u>
Title: <u>CUSTODIAN</u> Effective date of hire: <u>2-08-2026</u>

New Hire:

Permanent: <u>X</u> Y ___ N If temporary, estimated length of service: _____
Hours per Week: <u>15-18</u> Union: <u>NONE</u>

Wages:

Union: <u>NONE</u>
Wages: Grade <u>I</u> Step <u>10</u> Wage Rate: <u>\$24.17</u> (Hourly)
Notes:

Copies to:

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

RICHARD HEBERT

SUMMARY OF QUALIFICATIONS

- Mechanical engineering, electrical engineering principles, controls, electrical wiring and HVAC
 - CDL vehicle operation (dump truck & hook lift), loader and skid steer
 - **Strong mechanical aptitude: maintenance, audio/visual installs, welding (GTAW, GMAW and SMAW), assembly**
 - **Demonstrated problem-solving and analytical skills, adapts easily to new tasks and strong will to learn**
 - **Developed interpersonal and communication skills having dealt with multiple engineering personnel (Civil, Electrical, Structural), clients and contractors**
-

CAREER SUMMARY

2023-Present: CDL DRIVER & TECHNICIAN – Sisyphus Stone Company

- Delivered materials to customers utilizing multiple commercial vehicles
- Determined and implemented necessary timelines to make timely deliveries to customers
- Communicated with customers to provide an excellent level of customer service
- Serviced vehicles and equipment: preventative maintenance, fluid and filter changes, repairs, electrical wiring and troubleshooting

2021-2023: WELDER & FABRICATOR – Morrell Metalsmiths, Ltd.

- Designed and fabricated various projects from large scale railings to fine art pieces
- TIG, MIG & Stick welded various materials and assemblies to support projects

2018-2021: FIELD APPLICATION ENGINEER – American Energy Management, Inc.

- Engineered complete HVAC control installation packages including: Bill of Materials, Sequences, and Control Drawings
- Performed initial customer site visits to determine required system components, layout and overall system design
- Completed installation, startup and troubleshooting of new and existing HVAC control systems
- Produced and wired various control panels and associated equipment

2017-2018: ENGINEER 1 – Cornerstone Energy Services, Inc.

- Engineering support on projects ranging from small scale generator fuel piping to LNG facility overhauls
- Performed calculations to determine components including piping, compressors, valves, heat exchangers, and pumps
- Produced Process Flow Diagram (PFD) and Process & Instrumentation Diagrams (P&ID)
- Developed specifications to provide designers with accurate materials and equipment specific to each project
- Generated project specific drawing details (trench, piping insulation details, etc.)
- Ensure systems adhered to relevant codes (49 CFR 192, 193, Massachusetts Fuel Gas Code, International Building Code)
- Provided field engineering during construction phases
- Managed multiple project-wide procurement and equipment trackers

2016-2017: ENGINEER INTERN – Cornerstone Energy Services, Inc.

- Performed calculations and analysis of various oil and gas pipeline systems including compressors, relief valves, and transport pipelines
 - Responsible for maintaining overall procurement lists for large scale pipeline projects
-

EDUCATION

- 2017 Bachelor of Science**, Mechanical Engineering - University of Massachusetts, Amherst, MA
- 2015 Associate of Science**, Engineering Science - Greenfield Community College, Greenfield, MA
- 2013 Associate of Science**, Computer Information Systems - Greenfield Community College, Greenfield, MA
-

LICENSE & CERTIFICATION

- 2023 Massachusetts Commercial Driver's License** - Class A
- 2023 Massachusetts Hoisting Engineer** - Class 2A, 1C
- 2018 OSHA** – 10 Hour



Town of Montague

One Avenue A
Turners Falls, MA 01376

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

January 27, 2026

Richard Hebert II
205 Greenfield Road
Colrain, MA 01340

Dear Richard:

We are pleased to offer you the position of Light Equipment Operator and excited to have you join us in service to this great community! This position is located at Montague DPW and you will maintain a 40-hour work week, with a Monday through Thursday schedule in accordance with terms defined in the Town's collective bargaining agreement with the United Electrical, Radio and Machine Workers of America (UE), Local 274.

In accordance with the UE contract, this position appears on the Grade G scale, Step 3, with a starting wage of \$25.01/hour. Additional steps and cost of living adjustments are granted annually on July 1 of each year. Other benefits are further described in the UE contract and in the onboarding package that will be provided to you by the Selectboard Office.

This offer is made contingent upon your signature below, satisfactory results of a CORI check, and subsequent appointment by the Montague Selectboard, acting in its role as Personnel Board for the Town.

Samuel Urkiel

1/27/2026

Samuel Urkiel
DPW Superintendant

Date

Acceptance of offer:

Richard Hebert II

1/27/2026

Richard Hebert II
HEBERT

Date

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

Employee # _____

Board Authorizing **Appointment**: _____ Meeting Date: 02/02/2026

Authorized Signature: _____

Board Authorizing **Wages**: _____ Meeting Date: 02/02/2026

Authorized Signature: _____

General Information:

Full name of employee: <u>Richard Hebert II</u>	Department: <u>DPW</u>
Title: <u>Light Equipment Operator</u>	Effective date of hire: <u>02/03/2026</u>

New Hire:

Permanent: <u>X</u> <u>Y</u> ___N	If temporary, estimated length of service: _____
Hours per Week: <u>40</u>	Union: <u>UE</u>

Wages:

Union: <u>UE</u>
Wages: Grade <u>G</u> Step <u>3</u> Wage Rate: <u>\$25.01 (annual/ hourly)</u>
Notes:

Copies to:

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

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

Authorized Signature: _____ Employee # _____

General Information:

Full name of employee: Richard Hebert II

Department: DPW

Title: Light Equipment Operator Effective date of change: 02/03/2026

Grade/Step/COLA Change:

Union: UE

Old Pay: Grade ____ Step ____ Wage Rate: _____ (~~annual~~/hourly)
Wage Rate: _____ weekly
Weekly Incentive: _____ (Police Only)

New Pay: Grade ____ Step ____ Wage Rate: _____ (~~annual~~/ hourly)
Wage Rate: _____ weekly
Weekly Incentive: _____ (Police Only)
Wage Rate: _____ 1st week if different
Wage Rate: _____ last week if different

Stipends

For: Additional license Wage Rate: \$1.50 ~~annual~~/ hourly)
Weekly Amount: _____
Wage Rate: _____ 1st week if different
Wage Rate: _____ last week if different

For: _____ Wage Rate: _____ (annual _____)
Weekly Amount: _____
Wage Rate: _____ 1st week if different
Wage Rate: _____ last week if different

Notes: Per union contract effective 7/1/2025, employee possessing a license not contained within any job description shall be paid a stipend. Richard holds a Class A CDL.

Copies to:

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

Town of Montague Personnel Status Change Notice

Authorized Signature:

Employee # 2146

General Information:

Full name of employee: Merlin Waldron	Department: Libraries
Title: Library Assistant	Effective date of change: 2/7/2026

New Hire:

--

Grade/Step/COLA Change:

Union: NAGE
Old Pay: Grade NA __Step Wage Rate: \$15.00 (<u>annual/hourly</u>)
New Pay: Grade I __Step 1 Wage Rate: \$18.07 (<u>annual/ hourly</u>)
Notes: Merlin has worked as a substitute, covering every other Saturday, since July. Now that Jared can no longer cover Saturdays, Merlin is moving from being a sub to being a regular library assistant and will work every Saturday at the Carnegie Library.

Termination of Employment:

Resignation: _____	Layoff: _____	Involuntary Termination: _____
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Other:

Copies to:

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



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 Peskeomskut 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: Jon Dobosz

Address of applicant: 56 First St., Turners Falls, MA 01376

Phone # of applicant: 863-3216

Name of organization: Montague Parks & Recreation Department

Name of legally responsible person: Town of Montague

Location of assembly: First St., Unity Park, and Unity Hill

Date of assembly: Sunday, September 27, 2026

Time of assembly: Begin: 7:00am End: 5:00pm
Number of expected participants: 20- 30 with 1,000 - 2,000 spectators

If a procession/parade:
Route: _____
Number of people expected to participate: _____
Number of vehicles expected to participate: _____

Subject of demonstration: **Montague Soap Box Races**

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

Signatures:
Police Chief: [Signature] Date: 1/21/26
Comments/Conditions: _____

Fire Chief Notified and Reviewed: [Signature] Date: 1-22-26
Selectboard, Chairman: _____ Date: 2-2-2026
Comments/Conditions: _____

Comments/Conditions: The Montague Soap Box Planning Committee is looking to re-schedule the date of the Soap Box Races to Sunday, September 27, 2026 from late summer in hopes of maximizing participation. The entire race route will take on First St., starting at the Unity Hill intersection and proceeding down First St. to the L St. intersection. The street between these two points will be closed to regular vehicular traffic at the time noted above. We anticipate food vendors operating at the parking lot next to the Unity Park Basketball Court, and the park's main parking lot half will be closed to accommodate race infrastructure. The dirt parking lot on the other side of First St. will include announcers on a trailer, with sound projected out to the spectators that will include race commentary. Both sides of the Unity Hill and First St. will have hay bales and snow fencing, where appropriate, to ensure racer/spectator safety. EMT/medical personnel will also be in attendance during the event. The Parks & Recreation Department utilizes this event as a major fundraiser for its Sponsor-A-Child Scholarship Program.

Additional Comments: A police detail may be needed at the intersection of First and L to control and re-direct traffic.



TOWN OF
MONTAGUE
MASSACHUSETTS

TOWN HALL
One Avenue A
Turners Falls, MA 01376

DEPARTMENT OF PLANNING &
CONSERVATION
(413) 863-3200 ext. 112
Planner@montague-ma.gov

MEMORANDUM

TO: Selectboard
FROM: Maureen Pollock, Director of Planning & Conservation
RE: Planning Board's Petition for adoption of new Zoning Bylaw section 8.5 Accessory Dwelling Units
DATE: January 29, 2026

PLANNING BOARD RECOMMENDATION:

On January 27, 2026, the Montague Planning Board voted 5-0, to recommend the Town of Montague to adopt the proposed Accessory Dwelling Unit (ADU) zoning amendments. Specifically, the Board requests the Town to initiate the following zoning amendment petitions to the Selectboard:

- Strikeout term "Accessory Apartments" and replace with "Accessory Dwelling Units (ADU)" in Section 5.4.
- Remove Section 8.5 Accessory Apartments and replace with an entirely new section.
- Remove "Accessory Apartments within existing single family homes, per §8.5" in Section 9.1.2(e).

The proposed zoning amendments is result of many discussions and reviews by the Planning Board, comments received by members of the public and staff, initial review from the Massachusetts Attorney General's Office Senior Counsel for Housing and Municipal Law; and from reviewing fully approved ADU zoning amendments in MA.

BACKGROUND:

Montague has permitted ADUs through its Zoning Bylaw for many years. Since the 1990s, ADUs have been allowed as Accessory Apartments, often requiring a Special Permit with specific conditions. One key condition, owner occupancy, has remained in the Bylaw through subsequent amendments.

In 2019, the Zoning Bylaw was significantly revised to introduce different types of ADUs and updated general requirements. The maximum allowed size for ADUs was increased to 900 square feet of gross floor area, up from the 700 square feet permitted under the 1996 Bylaw.

The updates aimed to encourage the construction of different types of ADUs, which are viewed as an effective way to create an additional unit on a single-family property. More ADUs have been permitted and constructed in town, since the Bylaw update.

In August 2024, Governor Healy signed the Affordable Homes Act into law (Chapter 150 of the Acts of 2024). Sections 7 and 8 of the Affordable Homes Act amends the Zoning Act, Massachusetts General Laws (MGL) Chapter 40A, to allow ADUs up to 900 square feet to be built by-right in any single-family residential zoning district. The effective date of these changes to MGL was delayed until February 2, 2025, at which time there would be Rules and Regulations published and additional guidance from the State.

The Planning Board began drafting updates to the Bylaw in Spring 2025. The Planning Board knew

they needed a bylaw that addressed the new protected use ADUs which do not require any land use permitting and cannot be unreasonably regulated by local zoning. There were questions about ADU size, parking, dimensional standards, and occupancy requirements. As the Board continued discussions about the draft zoning amendments, Planning staff provided informational updates from the State, such as the final Rules and Regulations, a model zoning bylaw, webinars and legal determinations made by the Attorney General's Office.

The new State legislation has two parts: a definition for ADUs and the law that governs this new protected use category of ADUs. The definition describes ADUs as a self-contained housing unit with a separate entrance that meets building code, is not larger than ½ the gross floor area of the principal dwelling or 900 square feet (whichever is smaller) and that ADUs can be subject to reasonable restrictions imposed by a municipality, including for short term rentals. The law that governs the protected use category of ADUs limits the ability of local zoning bylaws to overly regulate ADUs as it: prohibits requiring a special permit or other discretionary zoning approvals; prohibits requiring owner occupancy of either the ADU or principal dwelling; prohibits requiring more than one parking space if the ADU is located within a ½ mile of a bus station/stop. Further, as a protected use, local regulations concerning dimensional standards (setback, height, lot coverage) and design standards must be reasonable.

The State's Rules and Regulations include a statement of purpose, definitions, description of prohibited and unreasonable regulations, and limits the ability of a municipality to enforce local regulations on pre-existing ADUs that meet the standards of the new legislation. Although the Rules and Regulations are intended to expand and clarify the legislation to help municipalities develop and administer local zoning, there were still questions by the Planning Board, staff and other communities. More recently, determinations by the Attorney General's Office have provided further clarification and interpretation of the legislation and Rules and Regulations by reviewing zoning amendments passed by municipalities and submitted for State approval.

The current zoning amendment proposed by the Planning Board incorporates comments and feedback from Board members, the public and staff, while also adhering to the new legal framework. The proposal defines two types of ADUs—a local ADU and the protected use ADU. These two types of ADU's have similar definitions and would follow the same nine general requirements in the proposed bylaw amendment. The proposed local ADU, like the protected use ADU, are not currently defined in the Bylaw. There are five key differences that apply to the local ADU and not the protected use ADU:

1. A local ADU may be as large as 1,200 square feet of Gross Floor Area.
2. The Gross Floor Area for a Local ADU does not include the area of unfinished basement space used for storage or utilities.
3. A local ADU requires Special Permit approval from the Zoning Board of Appeals
4. A Local ADU shall be designed so that the appearance and scale of the structure is compatible with the Principal Dwelling.
5. A minimum of one (1) on-site parking space shall be provided for any local ADU regardless of whether it is located within ½ mile of a commuter rail station or bus stop.

The strategy for offering a local ADU option is that it helps existing ADUs that do not meet the definition and standards of the protected use ADUs from becoming non-conforming, and with its larger size, it may incentivize owners to choose this option, i.e. persons with disabilities.

PROCESS FOR TOWN MEETING ADOPTION OF THE ZONING AMENDMENTS:

1. Selectboard Referral – February 2, 2026
Planning Director introduce the zoning amendment petitions to Selectboard and answer preliminary questions and request that the zoning amendments be referred to the Planning Board

for public hearing.

2. Planning Board Public Hearing –February 24, 2026
Planning Board will open the public hearing to review the zoning amendment petitions. Public comments will be taken. If ready, the Planning Board will close the public hearing and vote to recommend the adoption of proposal at the May 2, 2026 Annual Town Meeting.
3. Warrant Article Submission to Selectboard – March 11, 2026
Planning Director will notify the Selectboard of the Planning Board's vote with submitted Planning Board Report. At its April 6, 2026 meeting, the Selectboard executes the warrant for the upcoming Annual Town Meeting scheduled on May 2, 2026.
4. Pre-Town Meeting Forum – April 28, 2026
Planning Director will review amendments with Annual Town Meeting members and answer questions.
5. Annual Town Meeting– May 2, 2026
At this meeting, Town Meeting members will vote on the zoning amendments.
6. Attorney General's Review/Approval– After May 2, 2026
Post-vote, the amendments will be submitted for state review and approval.

PROPOSAL

- Strikeout term “Accessory Apartments” and replace with “Accessory Dwelling Units (ADU)” in Section 5.4.
- Remove Section 8.5 Accessory Apartments and replace with an entirely new section.
- Remove “Accessory Apartments within existing single family homes, per §8.5” in Section 9.1.2(e).

Draft language is as follows:

SECTION 5. DISTRICT REGULATION

5.4 Accessory Uses

Any use which is, in Franklin County, customarily accessory and incidental to a permitted Principal Use shall be permitted on the same lot with said Principal Use, or on a lot adjacent thereto in the same ownership, subject to the general limitation that it shall not be detrimental to the neighborhood or the property in the vicinity, and subject further to the following provision: wherever a Principal Use is allowed by Special Permit then Accessory Uses to the Principal Use shall be subject to a Special Permit, unless otherwise provided in the bylaws. The following accessory uses have specific requirements in Section 8 SPECIAL REGULATIONS:

- *Trailers, Mobile Homes, and Campers, §8.1*
- *Home Occupations, §8.3*
- *Boarding of Animals, §8.4*
- ~~*Accessory Apartments*~~ *Accessory Dwelling Units (ADU), §8.5*
- *Solar Energy Installations, §8.9*

SECTION 8.5 ACCESSORY DWELLING UNIT

8.5.1 Purpose

Accessory Dwelling Units (ADUs) allow the Town of Montague to expand and diversify its housing supply by making efficient use of resources without requiring the creation of new lots. ADUs are intended to meet the changing housing needs of the community by providing smaller units in existing residential neighborhoods.

8.5.2 Applicability

The Town of Montague permits two types of Accessory Dwelling Units: a Protected Use ADU in accordance with MGL c. 40A §3 and 760 CMR 71.00, and a Local ADU. Both types of ADUs shall be permitted in any single-family residential zoning district that allows a detached single-family dwelling as-of-right or by Special Permit, including: AF, AF-2, AF-4, RS-1, RS-2, RB, NB, GB, HI, and SGODs Zoning Districts.

- (a) A Protected Use ADU shall meet the State definition per MGL c. 40A §1A, as well as State regulations under 760 CMR 71.00. The use of land or structures for a Protected Use ADU shall be as-of-right, meeting all requirements associated with the issuance of a building permit and meeting certain requirements listed in this section of the Zoning Bylaw.
- (b) A Local ADU shall meet the definition and specific requirements in this section of the Zoning Bylaw. The permitting of a Local ADU shall follow these steps:
 - a. When a lot has no ADU, the Local ADU shall be permitted by a Special Permit from the Zoning Board of Appeals; or
 - b. When a lot has a Protected Use ADU, the Local ADU shall be permitted by a Special Permit from the Zoning Board of Appeals.
- (c) Either ADU type may be completely contained within the Principal Dwelling, attached to a Principal Dwelling, detached as a separate building or within a detached structure (e.g. above an existing detached garage). Any ADU may be within an existing building or new construction.

8.5.2 Definitions

For the purposes of this section of the Zoning Bylaw, the following definitions shall apply:

- (a) **Local ADU Accessory Dwelling Unit (Local ADU):** An Local ADU that is not a Protected Use ADU and shall be a self-contained residential dwelling unit, inclusive of sleeping, cooking, and sanitary facilities on the same lot as a Principal Dwelling that: (i) maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the Principal Dwelling sufficient to meet the requirements of the state building code for safe egress; (ii) is not larger than a Gross Floor Area of 1,200 square feet; and (iii) is subject to such additional requirements found in this section of the Zoning Bylaw.
- (b) **Protected Use Accessory Dwelling Unit (Protected Use ADU):** Pursuant to MGL c. 40A §1A, and its associated state regulations under 76 CMR 71.00, a Protected Use ADU is a self-contained residential dwelling unit, inclusive of sleeping, cooking, and sanitary facilities on the same lot as a Principal Dwelling, subject to otherwise applicable dimensional and parking requirements, that (i) maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the Principal Dwelling sufficient to meet the requirements of the Building and Fire Code for safe egress; (ii) is not larger than a gross floor area of 900 square feet,

provided that only one ADU on a Lot may qualify as a Protected Use ADU; and (iii) is subject to such additional requirements found in this section of the Zoning Bylaw.

- (c) **Gross Floor Area (GFA).** The sum of the areas of all stories of the building of compliant ceiling height pursuant to the Building Code, including basements, lofts, and intermediate floored tiers, measured from the interior faces of exterior walls or from the centerline of walls separating buildings or dwelling units but excluding crawl spaces, garage parking areas, attics, enclosed porches and similar spaces. Where there are multiple Principal Dwellings on the Lot, the GFA of the largest Principal Dwelling shall be used for determining the maximum size of a Protected Use ADU.
- (d) **Principal Dwelling.** A structure, regardless of whether it, or the Lot it is situated on, conforms to Zoning, including use requirements and dimensional requirements, such as setbacks, bulk, and height, that contains at least one Dwelling Unit and is, or will be, located on the same Lot as a Protected Use ADU.

8.5.3 General Requirements for Protected Use Accessory Dwelling Units and Local Accessory Dwelling Units

- (a) All ADUs shall be located on the same lot as the Principal Dwelling.
- (b) There shall be no more than one Local ADU and one Protected Use ADU permitted on the same lot as the Principal Dwelling.
- (c) All ADUs are exempt from the additional lot area/dwelling requirements of Section 5.5.1 “Dimensional Requirements Schedule, Principal Use Buildings”.
- (d) All ADUs shall meet the dimensional requirements for accessory structures under Section 5.5.2 “Dimensional Requirements, Accessory Structures”.
- (e) No additional or separate driveway curb cut to serve any ADU shall be permitted unless approved by the Department of Public Works.
- (f) All exterior lighting shall be designed and installed so as to be shielded, downcast, and dark sky compliant to avoid light trespass onto adjacent properties.
- (g) On-site storage and management of waste and recycling shall be located on the interior of the dwelling, within an attached garage or other accessory outbuilding, or screened appropriately from public view.
- (h) A minimum of one (1) on-site parking space shall be provided for any ADU.

- (i) To the extent feasible, a newly constructed detached ADU shall be located behind the front building line of the Principal Dwelling closest to the street.

8.5.4 Specific Requirements for Protected Use Accessory Dwelling Units

- (a) There is no minimum lot size required for a Protected Use ADU.
- (b) The more permissive (i.e. least restrictive) dimensional regulations found in Section 5 of the Zoning Bylaw for a detached single-family dwelling, the Principal Dwelling or an accessory structure, shall apply to the Protected Use ADU.
- (c) In accordance with 760 CMR, no parking space shall be required for a Protected Use ADU located within ½ mile of a commuter rail station or bus stop.

8.5.5 Specific Requirements for Local Accessory Dwelling Units

- (a) A Local ADU shall be designed so that the appearance and scale of the structure is compatible with the Principal Dwelling.
- (b) The Gross Floor Area for a Local ADU does not include the area of unfinished basement space used for storage or utilities.

SECTION 9. SITE PLAN REVIEW AND SPECIAL PERMITS

9.1. Site Plan Review

9.1.1 Purpose

The purpose of the Site Plan Review process is to provide detailed review of certain uses and structures which have a potential for significant impact on the character, infrastructure, and natural resources of the Town of Montague.

9.1.2 Applicability

The following activities and uses are subject to site plan review:

- (a) All uses that involve the construction or expansion or change of use of over 3,000 square feet of floor area.*

(b) All uses that involve the development of over 130,680 square feet (3 acres) of land.

(c) Any new structure, group of new structures, changes of use, or additions which result in an increase of 500 or more vehicle trips per day, as proposed in an applicant's business plan acceptable to the reviewing authority or estimated by a professional engineer.

(d) All uses that involve the construction or expansion of a parking area that creates ten (10) or more new parking spaces, per §7.2.6

(e) Specific Uses identified elsewhere in this bylaw:

- ~~• Accessory Apartments within existing single family homes, per §8.5~~
- Self-storage facilities, per §8.9
- Solar energy and battery energy storage facilities, per §8.9
- Medical Marijuana Treatment Center or Marijuana retailer, cultivation, production, research or testing, per §8.10
- Open Space Residential Development, per §8.11
- Planned Unit Development, per §8.12

MEMORANDUM

To: Montague Board of Selectmen

From: Brian McHugh, Director of Community Development, FCRHRA

Date: January 28, 2026

RE: PROCUREMENT OF BIDDING AND CONSTRUCTION ADMINISTRATION
FFY2025 CDBG Avenue A Streetscape Improvements 2025

In the FFY 2022.2023 CDBG grant, Berkshire Design Group, Inc. (BDG) was awarded the design services contract for the Avenue A Streetscape Improvements 2025 Project. When the Town of Montague advertised the Request for Proposals for this component, the Town reserved the right to continue with the selected engineer/ architect for the bidding and construction administration portion of the project for additional services as allowed by state procurement practices. These additional services allowed for Bidding and Construction Administration and stipulated that these services may be extended by contract with a negotiated fee for service if the project was approved for construction.

In the FFY 2025 CDBG application BDG provided an opinion of probable costs for three separate sections of Avenue A, with a \$30,000.00 estimate for Bidding & Construction Observation per section, but with a stipulation that fees were to be negotiated prior to each phase of construction. The state awarded a block grant to the Town in December of 2025, which included the BDG services and funding for the construction of this project.

HRA recommends that the Montague Board of Selectmen accept Berkshire Design Group, Inc.'s proposal for the services needed to complete the bidding and Administration of the construction phase of the Avenue A Streetscape Improvements 2025 Project

Attached is the Professional Services Contract, for a fixed fee of \$30,000.00, for Berkshire Design Group, Inc. for your approval and signatures.

AGREEMENT

BY AND BETWEEN

TOWN OF MONTAGUE

AND

BERKSHIRE DESIGN GROUP, INC.

THIS AGREEMENT, was made as of the 2nd day of Feb., 2026 by and between the Town/City of **MONTAGUE**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **BERKSHIRE DESIGN GROUP, INC.**, (hereinafter referred to as the CONSULTANT), 4 Allen Place, Northampton, MA 01060.

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **Bidding and Construction Administration for the Avenue A Streetscape Improvements 2025 Project** (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG 2025 Grant Program objectives.

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is **Brian P. McHugh, Community Development Director for the Franklin County Regional Housing and Redevelopment Authority. TELEPHONE: 413-223-5224.**

4.1 REPORTING: The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services as required by an information request or reporting requirement of Mass. CDBG.

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

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

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about February 1, 2026, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by March 31, 2027.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **THIRTY THOUSAND AND 00/100 Dollars (\$30,000.00)**, with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B. Payment of invoices will be tied to progress towards meeting the grant milestones and to CONSULTANT's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the CONSULTANT represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

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

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

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

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

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

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

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

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Orders 12892 and 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

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

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in Mass. CDBG regulations and the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is

state policy that the recipient takes affirmative steps to award a fair share of contracts taken to ensure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

8.7 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts must comply with 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent such regulations are applicable and still in effect.

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

8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 526.

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

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

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

8.13 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with EOHLIC and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by EOHLIC. This Contract is subject to such modifications as may be required by changes in Federal or Massachusetts State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Contract on the effective date of such change, as if fully set forth herein.

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

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

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

12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLC, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

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

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

The CONSULTANT and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the CONSULTANT will promptly notify EOHLC in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the CONSULTANT will cooperate with the MUNICIPALITY, EOHLC, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

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

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

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

17. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter “SAM”), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

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

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

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

Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor: By: _____ (date)
(Berkshire Design Group, Inc.)

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

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

Approvals and Signatures

By: TOWN/CITY OF MONTAGUE	:	By: BERKSHIRE DESIGN GROUP
	2-2-2026	
Authorized Signatory	Date	Date
<u>Certification as to Availability of Funds:</u>		
	2-2-2026	
Town/City Accountant	Date	
<u>Approval of Contract as to Appropriate Procurement Method</u>		
	2-2-2026	
Town/City Procurement Officer	Date	

ATTACHMENT A
Town of Montague
CONSULTANT SCOPE OF SERVICES

The following outlines the scope of **BIDDING AND CONSTRUCTION ADMINISTRATION** management services which the BERKSHIRE DESIGN GROUP, INC., (the CONSULTANT) will perform for the **Avenue A Streetscape Improvements 2025 Project** of the FY 2025 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT). The CONSULTANT will provide bidding and construction management of the project, using the existing bid ready plans and specifications prepared by the Berkshire Design Group, Inc., which were 100% complete as of April 9, 2025.

GENERAL ADMINISTRATION

The CONSULTANT will perform the following tasks:

Bidding:

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

Construction Administration:

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

Project Completion:

- Upon acceptance of the Certificate of Substantial Completion, assist the HRA to administer the construction contract until expiration of the construction warranty period
- Perform site inspections, punch list reviews, and requisition reviews as necessary
- Prepare as-built record drawings from contractors notes and field observation
- Assist in preparing the Certificate of Final Completion; attend meetings and dispute conferences as necessary
- Issue the Certificate of Final Completion

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

CONTACTS: The contact person for the Town of Montague will be Brian P. McHugh, Director of Community Development, Franklin County Regional Housing Authority.

ATTACHMENT B
TOWN OF MONTAGUE
METHOD AND COMPENSATION SCHEDULE

BIDDING AND CONSTRUCTION ADMINISTRATION: \$30,000

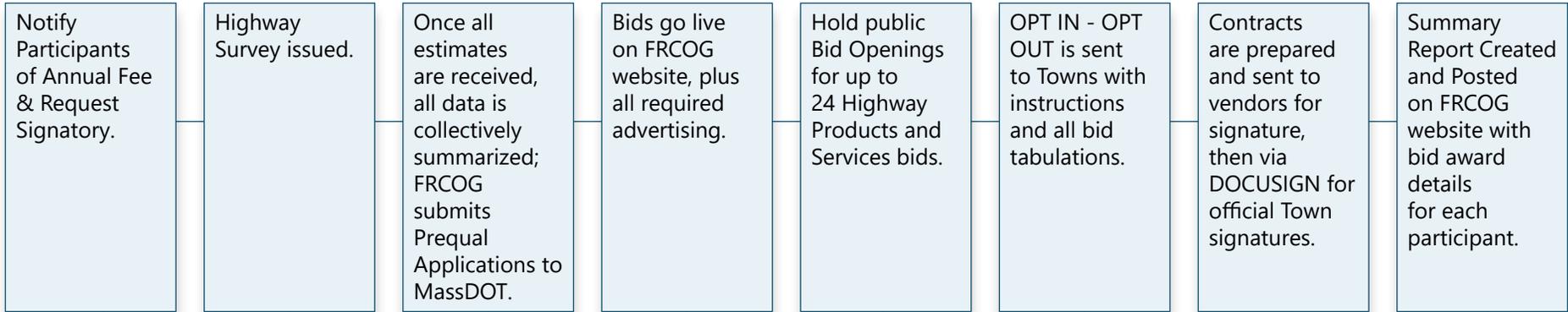
TOTAL COMPENSATION: \$30,000.00

Invoiced on a monthly basis per % of work completed

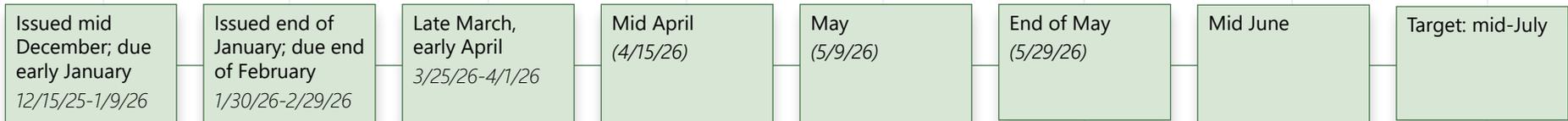
Highway Bid Procurement Process Timeline for FY27

This graphic highlights some important tasks and timing for the Collective Summer Highway Products and Services Annual Bid Program. The timeline is tight, and we hope seeing the bigger picture helps you understand the constraints under which the highway bids procurement process occurs. This is a snapshot; our full list comprises close to 80 individual steps and tasks. Your Town's timely responses are VITAL! Any one Town that is late holds up the process for all!

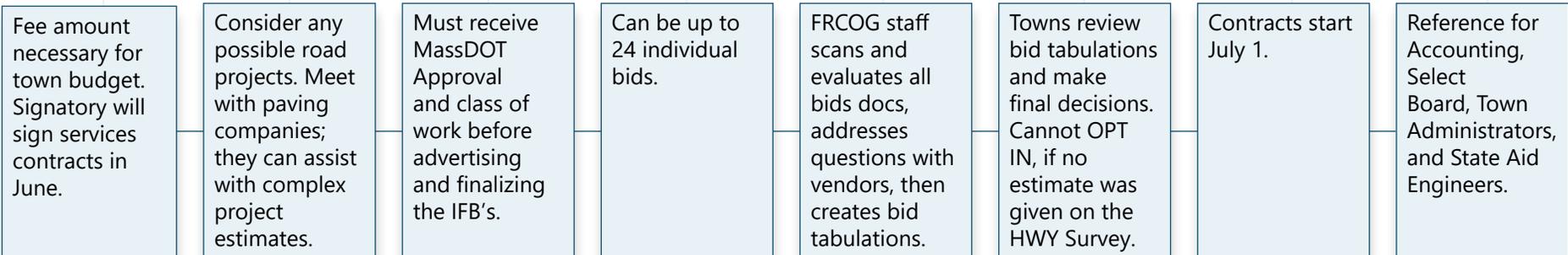
Task:



Timing:



Notes:





Franklin Regional Council of Governments

TO: Collective Highway Bid Participants

FROM: Laura Phelps, Chief Procurement Officer
(ph 413-774-3167 x104)
Email lphelps@frcog.org

RE: FY27 Budget Notice and Signatory Authorization Form

DATE: December 15, 2025

In order to consolidate the collection of information requiring Select Board / Awarding Authority review and approval, we are providing the following details for the upcoming round of Collective Highway bids.

FY 2027 Fee Structure

To assist with each municipalities' budget planning, please use the following figure for the structure of fees that will apply to the Collective Highway Bid program for FY27. (This is the projected fee schedule for FY27, which represents an approximate 5% increase).

Town Population	Fee for FRCOG Member	Fee for Non-FRCOG Member
<500	\$1,212	\$1,433
>500 but < 1,000	\$1,984	\$2,178
>1,000 but < 5,000	\$3,144	\$3,585
>5,000 but < 20,000	\$3,417	\$3,858

(FRCOG member means municipalities in Franklin County who are all members of FRCOG and already pay assessments for FRCOG's other services.)

FY 2027 Contract Signatory

As we begin the FY27 FRCOG Collective Highway Bid process, requesting approvals and identifying key signatures is an important first step. As a reminder, we use the **DocuSign** process for contract execution.

To identify the Authorized Contract Signatory for FY27 Construction Services bids, and Permission to Contract on each Participant's behalf, please carefully review the information on page 2, then complete and return scan **pages 3 & 4** to Laura Phelps at lphelp@frcog.org no later than **January 9, 2026**.

RE: (1) CONSTRUCTION SERVICES BIDS - CONTRACT SIGNATORY AUTHORIZATION

(2) MATERIALS BIDS - PERMISSION TO CONTRACT ON THE PARTICIPANT'S BEHALF

We are beginning the FY27 FRCOG Collective Highway Bid process. Thank you for your continued participation in this program.

Each Municipality must electronically co-sign the Highway contracts for Construction Services bids that they have chosen to participate in via **Docu-Sign**. Prior years' contracts and bid specifications are available to you for review before you sign on. They can be found at frcog.org/bids or by email request.

With your Permission, FRCOG will continue to execute the vendor contracts for Materials bids on your behalf. Reference the full list of Construction Services and Materials bids on page 5.

This process requires the following two steps:

- 1) Signed approval from your Awarding Authority (the Selectboard / Mayor's office), to name the **Authorized Contract Signatory** for the Construction Services bids for which you will be participating in and,
- 2) Acknowledgement that FRCOG may **Contract on Your Behalf** for the Materials bids.

This authorization will cover other bids you may choose to participate in during the next year including Winter Sand, Salt and Liquid, Water Treatment Chemicals, and Equipment Rental bids which will be issued throughout FY27. This does not commit you to participate in those bids or award any particular bid.

*****PLEASE DO NOT DISREGARD THIS REQUEST.***
YOU MUST PROVIDE THE CONTRACT SIGNATORY INFORMATION TO RECEIVE
A FY27 HIGHWAY ESTIMATE SURVEY.**

The signatory may be changed later if someone leaves a position or is not re-elected.

Please scan and return Pages 3 and 4 to lphelps@frcog.org by January 9, 2026.

TO: Laura Phelps, Chief Procurement Officer
FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301

We understand that our municipality is participating in the **Franklin Regional Council of Governments Collective Highway Products and Services** Bids and Contracts for FY 2027.

CONSTRUCTION SERVICES BIDS: (please print clearly)

We authorize NAME: Samuel Urkiel whose title is DPW Superintendent for the City/Town of Montague and whose direct email address* is SAMUELU@MONTAGUE-MA.GOV and telephone number is 413-863-2054 X324 as the official signatory for all highway construction services contracts in which we choose to participate. We understand that contract execution will be managed through **DOCU-SIGN** and that we will be responsible for electronically signing the contracts in a timely manner. Each participant/signatory must sign before the contract is considered Executed and no work can begin until all Participants have signed.

We understand that we will have the opportunity to preview the Contract Templates for Highway Construction for FY27, each Invitation for Bids with Specifications, and applicable Prevailing Wage Schedules at the FRCOG website at frcog.org/bids and any issues or questions about the form of contract were presented to FRCOG before the Bid Opening which is currently anticipated to be on Thursday, May 7, 2026.

***Note, Docu-Sign cannot accommodate a shared email address – it must be specific to the signatory.**

MATERIALS/GOODS BIDS:

We authorize the Franklin Regional Council of Governments (FRCOG) to contract or renew contracts on our behalf and we have taken action to duly appoint the FRCOG as our agent for Materials bids which include Aggregates and Loam, Cold Patch, Geotextiles, Calcium Chloride Products, Culvert and Guardrail Products, and Hot Mix Asphalt Picked Up.

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

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

Municipalities may not concurrently contract for the same service from multiple collectives (i.e. BRPC, state OSD contracts). A choice must be made before executing the contract.

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

SELECTBOARD / MAYOR OF THE TOWN / CITY OF: Montague

Signature

Date

IF REQUIRED:

Signature

Signature

Signature

Signature

Please return pages 3 and 4 of this form by January 9, 2026

You may scan/email to lphehelps@frcog.org

THANK YOU!

A list of the Collective Highway Bids by number is attached. For reference, more information can be found on our website at frcog.org/bids

Type of Material or Service:

Materials

H1 Aggregates and Loam
H2 High Performance Cold Patch
H3 Geotextiles
H4 Calcium Chloride Product
H5 Culvert Products
H6 Guard Rail Products
H7 Hot Mix Asphalt (FOB) Picked Up

W-1 Winter Sand
W-2 Winter Salt and Treated Winter Salt
W-3 Winter Liquid Pretreatment

Services

H9A Highway Line Painting-Ch 90
H9B Highway Line Painting –Rubber - Maintenance / Not Ch 90
H10 Guard Rail Installed
H11A Road Crack Sealing
H11B Microsurface, Fog Seal & Cape Seal Applied
H11C Hot Poured Mastic and Cold Crack Fill
H12 Calcium Chloride Applied
H13 Stone Seal Applied
H14 Rubberized Chip Seal Applied
H15A Hot Mix Asphalt Applied – Roadways
H15B Hot Mix Asphalt Applied – Parking Lots, Driveways, Playgrounds
H15C Leveling and Shim Course *NEW*
H16 Liquid Asphalt Applied
H17 Asphalt Reclamation
H18 Bonded Wearing Course Applied
H19 Hot in Place Recycling
H20 Cold Planing and Milling
H21 Cold In Place Recycling
H22 Tree Work
H23 Catch Basin Cleaning

Participation Fee and Contract Signing Authority given include:

- Highway Equipment and Operator Rental Contract
- Water Treatment Chemicals



new purchasing policy - RDP requirement (due 4/1)

From Jan Ameen-FCSWMD <fcswmd@crocker.com>

Date Wed 1/7/2026 3:56 PM

To Bernardston BOS <bos@townofbernardston.org>; Buckland BOS <townadmin@town.buckland.ma.us>; Charlemont Administrator - Sarah <administrator@townofcharlemont.org>; Colrain BOS <bos@colrain-ma.gov>; 'Veronique Blanchard' <townadmin@conwayma.gov>; Deerfield BOS <townadmin@town.deerfield.ma.us>; Deerfield ATA - Greg <ata@town.deerfield.ma.us>; Erving - Bryan <bryan.smith@erving-ma.gov>; Gill BOS <administrator@gillmass.org>; Heath BOS <bos@townofheath.org>; Leverett BOS <townadministrator@leverett.ma.us>; Walter Ramsey <WalterR@montague-ma.gov>; Chris Nolan-Zeller <ChrisN@montague-ma.gov>; New Salem BOS <newsalemwendell@gmail.com>; Andrea Llamas <allamas@NorthfieldMA.gov>; Orange BOS - Matt <Townadministrator@townoforange.org>; Rowe BOS <TownAdmin@rowe-ma.gov>; Shelburne BOS <townadmin@townofshelburnema.gov>; Warwick BOS <coordinator@town.warwick.ma.us>; nobled@town.warwick.ma.us <nobled@town.warwick.ma.us>

 2 attachments (901 KB)

Royalston Recycled Product Procurement Pol signed FY26.pdf; Environmentally Preferable Purchasing Policy Template.docx;

Hi,

I hope this finds you well.

Many of you know that DEP has required each town to have a “Buy Recycled” Policy in order to qualify for RDP funds. The Buy Recycled Policy has been around for over a decade with an upgrade about 5 years ago.

Starting in FY26, DEP is scrapping the Buy Recycled Policy and replacing it with an Environmentally Preferable Purchasing (EPP) Policy (also including sustainability aspects). Most towns had already added language in their buy recycled policy to include EPP.

Each town now needs to adopt a new EPP/Sustainability policy (no later than April 1st). I’ve attached a template that is approved by DEP. I’m also attaching an expanded version from Royalston. You just need to include the basic bullet points as listed in the template. If your town wants to expand each section, as Royalston did, that is okay, too.

Let me know if you have any questions. And send me a signed copy so I can upload it to DEP.

Jan



Virus-free. www.avast.com



Office of the Selectboard

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108
Email: ferns@montague-ma.gov

Sustainable Purchasing Policy

The Town of Montague recognizes that municipal procurement decisions have significant impacts on the environment. By including environmental, health, and waste reduction considerations in purchasing decisions, along with price, performance, and product availability, the Town can remain fiscally responsible while promoting practices that minimize waste and environmental impacts. The purpose of this document is to establish a sustainability-based purchasing program for the Town of Montague.

Objectives of this policy include making purchasing decisions that:

1. Minimize waste and prioritize reuse by identifying alternative options to new and single-use products and equipment.
2. Support recycling markets by purchasing products with post-consumer recycled content, and that are recyclable after use.
3. Conserve natural resources, such as energy and water.
4. Minimize environmental impacts from pollution, greenhouse gases and toxins/hazardous products.

To meet these objectives, whenever feasible, the Town of Montague will:

- Purchase products and services offered through the Operational Services Division's [Environmentally Preferable Products and Services Guide](#).
- Whenever possible, purchase goods and equipment through reuse and surplus property networks.
- When purchasing new items look for durable, reusable, and refillable products.
- When goods and equipment are no longer needed, prioritize using reuse and surplus property networks before disposal.
- Adhere to [Federal Comprehensive Procurement Guidelines](#) for minimum recycled content levels when purchasing office paper, envelopes, notepads and file folders.

The Town of Montague is committed to sustainable purchasing practices. The Town encourages employees to be innovative and to demonstrate leadership by considering environmental and public health benefits when making purchasing decisions.

Signed this 2nd day of February 2026.

_____ Matthew Lord, Chair

_____ Richard Kuklewicz, Vice Chair

_____ Marina Goldman, Secretary