

## **MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, June 15, 2026**

**AGENDA**

**Join Zoom Meeting: <https://us02web.zoom.us/j/81280649992>**

**Meeting ID: 812 8064 9992      Password: 465197      Dial into meeting: +1 646 558 8656**

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

### **Meeting Being Taped**

### **Votes May Be Taken**

1. 6:00PM      Selectboard Chair opens the meeting, including announcing that the meeting is being
2. 6:00      Approve Minutes: Selectboard Meeting: June 1, 2026
3. 6:00      **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:02      **Chelsey Little, Sewer Commission**
  - Samuel Stevens, CWF Foreman and Operations Manager, named the *2026 Operator of the Year* by the Massachusetts Water Environment Association (MAWEA)
  - Authorization to apply for the MassDEP Long Island Sound Partnership Nitrogen Reduction Infrastructure Grant for Secondary Clarifier Mechanism Replacement
  - Discuss total suspended solids (TSS) discharge incident that occurred on May 21, 2026
  - Permit Summary for April and May 2026
5. 6:20      **Personnel Board**
  - Clean Water Facility
    - Review and approve the CWF Mechanic job description
  - Police Department
    - Request Change of Status for Patrolman, Cody Wells to 111F effective June 3, 2026, due to injury while on duty. Estimating rate change until June 18, 2026
    - Request to appoint Benjamin Duga to Reserve Officer effective June 8, 2026, for 8-16 hours per week at \$30.00 per hour
  - Department of Public Works
    - Request to appoint Madison Liimatainen, Jack Laurie, Adam Dennis to DPW Summer Help-Grounds Maintenance Worker effective June 22, 2026, 40 hours per week at \$16.00/hour, from approximately June 22 to September 4, 2026
  - Elementary School Building Committee
    - Appoint the following individuals: Marina Goldman, Tari Thomas, Walter Ramsey, Cindy Sheehy, Joanne Blier, Kerry Heathwaite, Clifford Spatcher, Greg Garrison, Pamela Reynolds, Steve Ellis, Allison Page

## **Montague Selectboard Meeting**

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6. 6:35

### **Licensing**

- Request from Cindy Ferrer, for a Common Victualler's License for Ritual Bowl, located at 109 Avenue A, Turners Falls, MA 01376
- Discussion of Local License Authority to "Opt-In to a Temporary Pilot to Extend the Hours of Liquor Licenses and to Allow for Public Consumption in Designated Districts in Summer 2026", by creating designated consumption districts to remain open until 3AM through July 31, 2026.

7. 6:45

### **Jason Haskins, Police Chief**

- Initial proposal for restructuring personnel in the Police Department
- Approval as to form: Intermunicipal agreement between the Montague Police Department and the City of Greenfield Fire Department/ Emergency Management Department regarding the use of City-owned unmanned aircraft system (UAS or drone).

8. 7:10

### **Maureen Pollock, Planning Director**

- Authorize contract and memorandum of understanding with the Franklin Regional Council of Governments for assisting with the preparation of the Montague Housing Production Plan Update. Contract value is \$45,200 to be funded by the Executive Office of Economic Development FY2026 Rural Development Fund
- Authorize contract and memorandum of understanding with Bowman Consulting Group Ltd. to assist with the Montague Shared Use Path Network - Feasibility & Concept Design Project. Contract value is \$35,700 to be funded by the Department of Conservation & Recreation 2025 MassTrails Grant Program.

9. 7:20

### **Assistant Town Administrator's Business**

- Discuss procurement strategy for Avenue A Streetscape Planter Maintenance Services; release Request for Quotes (RFQ)
- Review and authorize updated Surplus Disposal Policy
- Other project updates

10. 7:35

### **Town Administrator's Business**

- Authorize Community Electricity Aggregation broker services contract with MassPowerChoice, LLC (a subsidiary of Peregrine Energy Group) effective 06/16/2026- 06/15/2029
- Fiscal Year 2026 closeout updates
- Topics not anticipated within 48 hour posting requirement

### **Next Meeting**

Selectboard Meeting: Monday, June 29, 2026, at 6:30pm via ZOOM

FOR IMMEDIATE RELEASE

## Town of Montague Clean Water Facility Operator Named 2026 MAWEA Operator of the Year

MONTAGUE, MA — The Town of Montague Clean Water Facility (CWF) is proud to announce that Samuel Stevens, Foreman and Operations Manager, has been named the 2026 Operator of the Year by the Massachusetts Water Environment Association (MAWEA).

Stevens was selected from nominees across the state in recognition of his outstanding dedication, expertise, and commitment to the field of wastewater operations.

The award was presented on May 29, 2026, at the MAWEA Spring Trade Show and BBQ held at Wachusett Mountain Ski Resort in Princeton, MA.

"We are incredibly proud of Samuel and this well-deserved recognition," said Superintendent Chelsey Little. "His leadership and professionalism are a tremendous asset to the Town of Montague and to the communities we serve."

MAWEA is a professional association dedicated to advancing the water quality profession in Massachusetts. The Operator of the Year Award recognizes individuals who demonstrate exceptional skill, leadership, and service in the wastewater industry.

The Town of Montague congratulates Samuel Stevens on this prestigious honor and thanks him for his continued service to our community.





# INCIDENT REPORT

## Sludge Processing Equipment Failure & Permit Compliance Event

Town of Montague Clean Water Facility | Prepared by: Chelsey Little, Superintendent | Report Date: May 26, 2026

### SECTION 1 — Incident Summary

<b>Incident Type</b>	Equipment Failure / Permit Compliance Event	<b>Report Status</b>	<b>RESOLVED</b>
<b>Facility</b>	Town of Montague Clean Water Facility (CWF)	<b>Incident Start</b>	May 20, 2026 (press shutdown, ~day prior to notification)
<b>Reported By</b>	Chelsey Little, BSBS MPH — Superintendent	<b>Notification Date</b>	May 21, 2026, 9:30 AM
<b>Contact</b>	ChelseyL@montague-ma.gov   413-773-8865	<b>Expected Resolution</b>	Weekend of May 23–24, 2026 (early next week at latest)
<b>Agencies Notified</b>	MassDEP, U.S. EPA	<b>CC</b>	Montague BOH, Montague Town Administrator

### SECTION 2 — Incident Description

On or around May 20, 2026, a power surge at the Montague Clean Water Facility caused the Human Machine Interface (HMI) on the sludge dewatering press to fail, rendering the press inoperable. This equipment failure occurred at a particularly critical time, as regional sludge processing capacity was already severely constrained:

- The Lowell facility had been shut down for acceptance of liquid sludge loads for several weeks prior to this incident.
- At least one additional regional facility that had been accepting liquid sludge was also reported to be down.
- As a result, the Montague CWF had been acting as the primary regional intake facility for liquid sludge from neighboring towns.

With the press offline, the facility faced the following compounding conditions:

- Inability to dewater accumulated solids on-site.
- Inability to accept or send any liquid sludge loads.
- Solids levels rising in treatment systems, causing short-circuiting in high volumes over secondary treatment units.
- All on-site storage tanks reaching capacity with no available space for further wasted sludge.

These conditions created a risk of permit violations and elevated effluent solids. A 24-hour composite sample taken on May 22, 2026 recorded Effluent Total Suspended Solids (EFF TSS) at 624.0 mg/L, significantly above permitted levels.

**⚠ PERMIT EXCEEDANCE — WATER QUALITY PARAMETER**

Parameter: Effluent Total Suspended Solids (EFF TSS)  
**Measured Value: 624.0 mg/L (24-hour composite sample, May 22, 2026)**  
 Sample Type: 24-Hour Composite | Status: Potential permit violation — agencies notified

### SECTION 3 — Root Cause

Primary cause: Power surge that damaged/destroyed the HMI (Human Machine Interface) control unit on the facility's sludge dewatering press, rendering it inoperable.

Contributing factors: Reduced regional sludge processing capacity (Lowell and at least one other regional facility offline), elevated incoming solids load from neighboring municipalities, and the facility's active role as a regional sludge intake point at the time of the failure.

### SECTION 4 — Response & Communications Timeline

Date / Time	Party	Action / Communication
~May 20, 2026	Facility (CWF)	Power surge damages press HMI; press taken offline. Solids levels begin rising. Vendor contacted to overnight replacement parts.
May 21, 2026 9:30 AM	Chelsey Little	Initial notification email sent to MassDEP (Hem Pokharel) and EPA (Gary Rennie), CC: Samuel Stevens. Described equipment failure, regional context, solids short-circuiting, full storage tanks, and risk of permit violations.
May 22, 2026 10:28 AM	Gary Rennie (EPA)	Acknowledged notification. Asked Kwame Duodu (MassDEP) to keep EPA posted.
May 22, 2026 12:46 PM	Chelsey Little	Updated agencies: Replacement parts received ~11:00 AM; installation complete; working with tech support to update software.
May 22, 2026 12:47 PM	Hem Pokharel (DEP)	Acknowledged update.
May 22, 2026 12:55 PM	Chelsey Little	Additional data provided: EFF TSS 24-hour composite result = 624.0 mg/L. Requested guidance on public advisory requirement.
May 22, 2026 1:48 PM	Kwame Duodu (DEP)	Advised no known notification policy for permit violations. Recommended notifying Board of Health (BOH) and continuing to update MassDEP and EPA.
May 22, 2026 2:37 PM	Chelsey Little	Board of Health (BOH) notified per MassDEP recommendation (Kwame Duodu).
May 22, 2026 2:12 PM	Chelsey Little	Confirmed press running in manual/hand mode; troubleshooting auto settings with tech support. OT shifts planned for weekend to process backlogged solids. All outside sludge and septage haulers advised facility is not accepting loads until normal operations resume.
May 22, 2026 (evening)	CWF Operations	Press restored to full automatic operation. Continuous wasting and pressing commenced to reduce backlogged solids/lbs.
May 25, 2026	CWF Operations	Chlorine contact tanks cleaned out; accumulated solids from end of prior week removed.
May 26, 2026	Chelsey Little	Operations confirmed normal. EFF TSS analysis result: 8.5 mg/L (24-hour composite). Incident resolved — report finalized.

### SECTION 5 — Corrective Actions Taken

#	Action	Responsible Party	Status
1	Replacement HMI parts expedited (overnight shipping) from press vendor	Chelsey Little / CWF	<b>COMPLETE</b>
2	Parts installed; press placed in manual (hand) operation mode	CWF Operations	<b>COMPLETE</b>

#	Action	Responsible Party	Status
3	Tech support engaged to troubleshoot and restore automatic operation settings	CWF / Vendor	COMPLETE
4	Overtime shifts scheduled for evenings and weekend (May 22–24) to process backlogged solids	CWF Operations	COMPLETE
5	All outside sludge and septage haulers notified — no loads accepted until facility returns to normal operations and permit compliance	Chelsey Little	COMPLETE
6	Board of Health (BOH) notified per MassDEP (Kwame Duodu) recommendation — completed May 22, 2026 at 2:37 PM	Chelsey Little	COMPLETE
7	Continued progress updates to MassDEP and EPA until return to normal operations — resolved May 26, 2026	Chelsey Little	COMPLETE

### SECTION 6 — Agencies & Contacts Involved

Name	Organization / Role	Email	Involvement
Chelsey Little	Montague CWF — Superintendent	<a href="mailto:ChelseyL@montague-ma.gov">ChelseyL@montague-ma.gov</a>	Incident Reporter / Lead
Samuel Stevens	Town of Montague	<a href="mailto:SamS@montague-ma.gov">SamS@montague-ma.gov</a>	Internal CC
Hem Pokharel	MassDEP	<a href="mailto:Hem.Pokharel@mass.gov">Hem.Pokharel@mass.gov</a>	Regulatory Contact
Kwame Duodu	MassDEP	<a href="mailto:Kwame.Duodu@mass.gov">Kwame.Duodu@mass.gov</a>	Regulatory Contact
Gary Rennie	U.S. EPA — Water Compliance Inspector	<a href="mailto:Rennie.Gary@epa.gov">Rennie.Gary@epa.gov</a>	Regulatory Contact
Ashley Gough	Montague -- BOH	<a href="mailto:AshleyG@montague-ma.gov">AshleyG@montague-ma.gov</a>	Internal CC
Walter Ramsey	Montague – Town Administrator	<a href="mailto:WalterR@montague-ma.gov">WalterR@montague-ma.gov</a>	Internal CC

### SECTION 7 — Additional Notes

Per MassDEP guidance (Kwame Duodu, May 22, 2026), there is no known formal notification policy specifically addressing permit violations of this type. The Board of Health (BOH) was notified on May 22, 2026 at 2:37 PM per the MassDEP recommendation. The facility continued providing progress updates to both MassDEP and the U.S. EPA until normal operations and permit compliance were restored.

As of May 26, 2026, the facility has returned to normal operations. The press was fully restored to automatic mode on the evening of May 22, 2026, and continuous wasting and pressing operations were maintained through the weekend. Chlorine contact tanks were cleaned of accumulated solids on May 25, 2026. An effluent analysis conducted May 26, 2026 confirmed EFF TSS at 8.5 mg/L, representing a return to normal compliance levels. This incident is considered resolved as of the report date.

**✓ INCIDENT RESOLVED — NORMAL OPERATIONS RESTORED**  
 Resolution Date: May 26, 2026 | EFF TSS (Incident Peak): 624.0 mg/L → EFF TSS (May 26, 2026): 8.5 mg/L

**Report Prepared By:**

Chelsey Little, BSBS MPH — Superintendent, Town of Montague Clean Water Facility

Signature:  Date: 5/26/2026

**Permit Summary April 2026**

<b>Parameter</b>	<b>Permit Required Limitation</b>	<b>Result</b>
Flow	1.83 MGD (Average Monthly)	0.563
BOD mg/L	30 mg/L (Average Monthly Max)	24.3
BOD % Removal	>/= 85.0% (Average Monthly)	93.3%
TSS mg/L	30 mg/L (Average Monthly Max)	29.6
TSS % Removal	>/= 85.0% (Average Monthly)	96.6%
pH Min	6.0 SU (Daily)	6.96
pH Max	8.3 SU (Daily)	7.68
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	2,419.60
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	147.8
Total Chlorine	1.0 mg/L (Daily Max)	0.22
Total Nitrogen	153 lbs/day (Average Monthly Max)	51.4

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligrams per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

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

**Permit Summary May 2026**

<b>Parameter</b>	<b>Permit Required Limitation</b>	<b>Result</b>
Flow	1.83 MGD (Average Monthly)	0.525
BOD mg/L	30 mg/L (Average Monthly Max)	27.6
BOD % Removal	>= 85.0% (Average Monthly)	91.4%
TSS mg/L	30 mg/L (Average Monthly Max)	84.3
TSS % Removal	>= 85.0% (Average Monthly)	88.5%
pH Min	6.0 SU (Daily)	7.00
pH Max	8.3 SU (Daily)	7.76
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	161.60
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	16.7
Total Chlorine	1.0 mg/L (Daily Max)	0.85
Total Nitrogen	153 lbs/day (Average Monthly Max)	34.8

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligrams per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

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

<b>POSITION TITLE:</b>	Mechanic	<b>DATE:</b>	6/15/26
<b>DEPARTMENT:</b>	Clean Water Facility	<b>GRADE:</b>	F
<b>REPORTS TO:</b>	Clean Water Superintendent	<b>FLSA:</b>	Non-Exempt

### **DEFINITION**

Position provides mechanical support duties in the maintenance and repair of equipment for the Clean Water Facility and pump stations, working under the direction of the Lead Mechanic.

### **ESSENTIAL FUNCTIONS**

*The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

- Assists with troubleshooting and preventative maintenance and repair work on process control equipment and pump stations; supports verification that safety systems are working and in place.
- Works alongside the Lead Mechanic to complete assigned jobs and projects.
- Assists in diagnosing mechanical problems and reports findings and observations to the Lead Mechanic for evaluation and recommendation.
- Reviews assigned work orders and completes required tasks in a timely manner.
- Supports contractors performing repairs and improvements as directed.
- Assists in preparing equipment for seasonal use.
- Performs fabrication work on valves, process control, plumbing, pumps, controls, and building maintenance and repairs under supervision.
- Helps maintain and organize an efficient maintenance shop, including assisting with inventory, supplies, and maintenance records.
- Participates in an on-call for emergencies pertaining to the plant and pump stations.
- Operates a variety of motor driven vehicles.
- Performs other related job duties as required.

### **SUPERVISION RECEIVED**

Works under direction of the Lead Mechanic and under general supervision of the Foreman. The employee follows established procedures and standard practices, referring non-routine or complex problems to the supervisor for guidance. Assignments are given with clear instructions, and completed work is reviewed for accuracy and compliance with established methods.

### **SUPERVISION EXERCISED**

This position has no supervisory responsibilities. The employee performs assigned tasks as part of a team, supporting the Lead Mechanic and co-workers as directed.

### **JUDGMENT AND COMPLEXITY**

Work requires following established procedures and guidelines to complete tasks. The employee is expected to recognize standard situations and apply learned techniques accordingly. Issues outside of routine practice are referred to the Lead Mechanic. Requires basic understanding of relevant state, federal, and local regulations as they apply to assigned duties.

### **NATURE AND PURPOSE OF CONTACTS**

Relationships are primarily with co-workers and the Lead Mechanic. Occasional contact with vendors or the public may occur in the course of performing assigned work. Courteous and professional conduct is expected in all interactions.

### **EDUCATION AND EXPERIENCE**

High school diploma or equivalent, and 1 to 3 years of related experience; or any equivalent combination of education, training, certification, and experience. Driver's license required.

Obtain and maintain a Grade 3M Wastewater license or ability to acquire a license in the first year of employment.

### **KNOWLEDGE, ABILITY, AND SKILLS**

**Knowledge:** Knowledge of mechanical systems, hand and power tools, and facility maintenance procedures. Familiarity with valves, plumbing, pumps, and building systems. General awareness of safety practices and relevant regulations.

**Abilities:** Ability to follow oral and written instructions. Ability to work cooperatively with others as part of a team. Ability to communicate effectively. Ability to perform physical tasks required by the position. Ability to assist in diagnosing and repairing mechanical problems under supervision.

**Skills:** Mechanical aptitude and problem-solving skills. Safe and effective equipment and vehicle operation techniques. Good organizational skills to support shop and inventory maintenance.

### **WORK ENVIRONMENT**

The nature of duties may involve continuous presence of unpleasant or irritating elements, such as considerable noise, odors, chemical fumes, dust, smoke, heat, cold, oil, dirt, or grease. Work may be continually performed outdoors, regardless of weather conditions. May be required to be on call for 24 hours or be under prolonged pressure during emergency situations.

### **PHYSICAL, MOTOR, AND VISUAL SKILLS**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

#### **Physical Skills**

Work requires moderate and intermittent physical strength and effort daily, such as lifting heavy objects, carrying the object(s), and stacking them or placing them in a vehicle or storage area. In addition, pulling, pushing, standing, or walking for the full workday may also be involved. A great deal of physical effort must be exerted at this level.

#### **Motor Skills**

Duties involve assignments requiring application of hand-eye coordination with finger dexterity and motor coordination. Use of various tools and machinery with complex mechanical components.

**Visual Skills**

Visual demands require routinely reading documents for general understanding and analytical purposes. Frequent computer use.

DRAFT

# Town of Montague Personnel Status Change Notice

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

Employee # 1773

**General Information:**

Full name of employee: <u>Cody Wells</u>	Department: <u>MPD</u>
Title: <u>Patrolman</u>	Effective date of change: <u>6/3/24</u>

**New Hire:**

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

**Grade/Step/COLA Change:**

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

**Termination of Employment:**

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

<input type="checkbox"/> Unpaid Leave of Absence	Termination Date: _____
<input type="checkbox"/> Unpaid Sick Leave	Termination Date: _____
<input checked="" type="checkbox"/> Other/Specify: <u>III F (injured on duty)</u>	

**Copies to:**

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

# Benjamin J. Duga

## **PROFESSIONAL EXPERIENCE**

### **Chief, Base Defense / Chief, Weapons and Tactics**

**Oct 2019—Present**

439th Security Forces Squadron, Westover ARB Massachusetts

Manages the installation's Base Defense Program, overseeing policy adaptation, risk-based employment, and defense readiness for AFRCs largest base. Leads the Weapons and Tactics section, aligning tactical innovation with joint doctrine and AFFORGEN objectives.

- Led transition from legacy installation defense posture to a modern risk-based Base Defense Program, optimizing manpower utilization and operational readiness while restoring sustainable 8-hour shift operations for the first time since 2017
  - Established AFRC's first Security Forces Weapons and Tactics program, standardizing tactical training, operational planning, and doctrine integration across multiple installations; selected as the Major Command's representative to the Security Forces Weapons and Tactics Action Council
  - Executed AFRC's first ever full-scale multi-agency Counter-small Unmanned Aircraft System exercise at Westover ARB, successfully integrated Civil Air Patrol, FBI, OSI, EOD, Fire, and SFS to validate coordinated threat detection, command and control, and incident response capabilities
  - Advised the Joint Intermediate Force Capabilities Office in Quantico during a first ever airfield protection experiment, developing unscrewed system strategies to increase warfighter effectiveness in contested and austere environments
  - Planned and coordinated protection for historic USDA critical asset movements to provide seamless 24/7 security ops, preventing agro-terrorism risk and preserving national biosecurity
  - Orchestrated SF W&T historic integration into AFRC's first AFFORGEN certification event, Nexus Forge 25-1, involving 700 joint personnel and \$11 million in resources, establishing doctrinal planning guidelines and enhancing SF operational relevance in future MAJCOM exercises
  - Leveraged the Small Business Innovation Research Phase II program to launch 2 kinetic and non-kinetic C-sUAS projects, maximizing external resources and driving innovation for the MAJCOM in ABAD capabilities
- Deployed as Tactical Security Element Team Leader in support of Operation INHERENT RESOLVE, leading combat security operations and force protection missions across Kuwait, Iraq, and Syria in high-threat environments

### **Sergeant (Off-Duty Employment)**

**Aug 2017—Present**

Charlemonst Police Department, Massachusetts

- Served as Acting Chief of Police during 2024, overseeing departmental operations including personnel supervision, patrol management, budgeting, scheduling, payroll, policy implementation, and equipment acquisition
- Operate as a Team Leader of the Franklin County Regional Special Response Team, executing high-risk operations such as warrant services, barricade situations, hostage rescues, crowd and riot control, search and rescue, and reconnaissance missions
- Assigned as the POST recertification administrator, responsible for investigating internal complaints, conducting certification reinvestigations, and ensuring compliance with POST standards and training requirements

- Spearheaded the development of new department policies in alignment with Massachusetts' latest police reform and POST guidelines, significantly enhancing patrol operations and ensuring adherence to departmental standards and procedures

**Infantry Squad Leader**

**Feb 2011—Sep 2019**

2/87 10th Mountain Division, Fort Drum

1/102 86th Infantry Brigade Combat Team, CTARNG

- Assignments as Machine Gun Team Leader, Fire Team Leader, Squad Leader, Platoon Sergeant, Unit Retention NCO, Unit Prevention Leader, Unit Marksmanship Coordinator, Battalion RQ 11-B Raven SUAS Operator, and Live Fire Range NCOIC
- Deployed as Team Lead for Joint Security Cooperation and Contingency Response Force missions to SOUTHCOM, furthering drug interdiction and counter narcotics efforts in the region
- Directed and led squads of 8-12 soldiers conducting patrols, reconnaissance missions, and combat operations, ensuring all soldiers were well-prepared and equipped for assigned tasks and mission sets
- Primary instructor during the implementation of Battalion Crew Served Weapons School, successfully training and qualifying approximately 42 soldiers on the M249, M240B, M2, M320, and MK19 annually

***EDUCATION & TRAINING***

Master of Business Administration, American Military University	Projected Spring 2027
Senior Non-Commissioned Officer Academy	2025
Bachelor of Arts, Criminal Justice, American Military University	2025
Sig SAUER Academy Special Weapons and Tactics Operator Course	2024
Security Forces Weapons and Tactics Instructor Course	2023
FBI Law Enforcement Executive Development Association, Supervisor Leadership Institute	2023
Western Massachusetts Municipal Police Bridge Academy	2022
Associate of Science, Criminal Justice, Community College of the Air Force	2022
National Tactical Officers Association Basic Special Weapons and Tactics Course	2021
Enlisted Joint Professional Military Education II, by correspondence	2021
Enlisted Joint Professional Military Education I, by correspondence	2021
Non-Commissioned Officer Academy, by correspondence	2020
Airmen Leadership School, by correspondence	2020
Security Forces Apprentice Course	2020
Army Advanced Leader Course	2018
Army Small Unmanned Aircraft System Operator Course	2018
Army Structured Self Development Level II, by correspondence	2017
Western Massachusetts Reserve/Intermittent Municipal Police Academy	2016
Army Unit Marksmanship Trainer Course Phase II	2016
Army Unit Marksmanship Trainer Course Phase I	2016
Army Basic Leader Course	2016
Army Public Affairs Representative Course	2015
Army Basic Military Mountaineering Course	2014
Army Structured Self Development Level I, by correspondence	2014
Army Basic Lifesaver Course	2013
Army Infantry School	2011



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

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



**Chief Jason D. Haskins**

Dear Benjamin Duga,

On behalf of the Montague Police Department, I am pleased to extend to you a **conditional offer of employment** for the position of **Reserve 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, June 28, 2026**. You will be starting at the **Reserve** rate with a starting wage of **\$30.00** 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 3/03/26. 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: Benjamin Duga

Applicant Signature: 

Date: June 11, 2026

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

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

Board Authorizing **Appointment:** Selectboard Meeting Date: 6-15-2026

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

Board Authorizing **Wages:** Selectboard Meeting Date: 6-15-2026

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

**General Information:**

Full name of employee: <u>Benjamin Duga</u>	Department: <u>POLICE</u>
Title: <u>RESERVE OFFICER</u>	Effective date of hire: <u>6/28/26</u>

**New Hire:**

Permanent: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	If temporary, estimated length of service: _____
Hours per Week: <u>8-16</u>	Union: <u>NONE</u>

**Wages:**

Union: <u>NONE</u>
Wages: Grade _____ Step <u>RESERVE</u> Wage Rate: <u>\$30<sup>00</sup></u> (annual/ <u>hourly</u> )
Notes:

**Copies to:**

\_\_\_\_\_ Employee                      \_\_\_\_\_ Department                      \_\_\_\_\_ Selectboard  
\_\_\_\_\_ Accountant                      \_\_\_\_\_ Retirement Board                      \_\_\_\_\_ Town Clerk

# Town of Montague Personnel Status Change Notice New Hires

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

Board Authorizing **Appointment**: Selectboard Meeting Date: 06/15/2026

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

Board Authorizing **Wages**: Selectboard Meeting Date: 06/15/2026

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

**General Information:**

Full name of employee: Madison Liimatainen Department: DPW

Title: Summer Help-Grounds Maintenance Worker Effective date of hire: 06/22/2026

**New Hire:**

Permanent: \_Y\_ \_X\_ \_N If temporary, estimated length of service: 9/4/2026

Hours per Week: 40 Union: \_\_\_\_\_

**Wages:**

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

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

**Notes:**

Summer Help from June 22, 2026 to approximately September 4, 2026.

**Copies to:**

\_\_\_\_\_ Employee

\_\_\_\_\_ Department

\_\_\_\_\_ Board of Selectmen

\_\_\_\_\_ Treasurer

\_\_\_\_\_ Accountant

\_\_\_\_\_ Retirement Board

\_\_\_\_\_ Town Clerk

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

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

Board Authorizing **Appointment**: Selectboard \_\_\_ Meeting Date: 06/15/2026

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

Board Authorizing **Wages**: Selectboard \_\_\_\_\_ Meeting Date: 06/15/2026

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

**General Information:**

Full name of employee: Jack Laurie Department: DPW

Title: Summer Help-Grounds Maintenance Worker Effective date of hire: 06/22/2026

**New Hire:**

Permanent: \_Y\_ \_X\_ \_N If temporary, estimated length of service: 9/4/2026

Hours per Week: 40 Union: \_\_\_\_\_

**Wages:**

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

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

**Notes:**

Summer Help from June 22, 2026 to approximately September 4, 2026.

**Copies to:**

\_\_\_\_\_ Employee

\_\_\_\_\_ Treasurer

\_\_\_\_\_ Town Clerk

\_\_\_\_\_ Department

\_\_\_\_\_ Accountant

\_\_\_\_\_ Board of Selectmen

\_\_\_\_\_ Retirement Board

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

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

Board Authorizing **Appointment**: Selectboard \_\_\_\_\_ Meeting Date: 06/15/2026

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

Board Authorizing **Wages**: Selectboard \_\_\_\_\_ Meeting Date: 06/15/2026

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

**General Information:**

Full name of employee: Adam Dennis Department: DPW

Title: Summer Help-Grounds Maintenance Worker Effective date of hire: 06/22/2026

**New Hire:**

Permanent: \_Y\_ \_X\_ N If temporary, estimated length of service: 9/4/2026

Hours per Week: 40 Union: \_\_\_\_\_

**Wages:**

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

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

**Notes:**

Summer Help from June 22, 2026 to approximately September 4, 2026.

**Copies to:**

\_\_\_\_\_ Employee

\_\_\_\_\_ Department

\_\_\_\_\_ Board of Selectmen

\_\_\_\_\_ Treasurer

\_\_\_\_\_ Accountant

\_\_\_\_\_ Retirement Board

\_\_\_\_\_ Town Clerk



**TOWN OF**  
**MONTAGUE**  
**MASSACHUSETTS**

Selectboard Office  
 One Avenue A  
 Turners Falls, MA 01376

413-863-3200  
 Ext. 107 & 108

**TOWN OF MONTAGUE**  
**SHEFFIELD AND HILLCREST ELEMENTARY SCHOOL BUILDING COMMITTEE**  
**CHARGE AND APPOINTMENT**

### **Purpose and Scope**

The Montague Selectboard hereby establishes the Sheffield and Hillcrest Elementary School Building Committee (“ESBC”) to oversee the Town’s participation in the Massachusetts School Building Authority (“MSBA”) process for the Sheffield Elementary School.

The SBC is specifically charged with completing all requirements of the MSBA **Eligibility Period**, and, if invited by the MSBA Board of Directors, advancing the project into and through the **Feasibility Study Phase**.

### **Eligibility Phase Responsibilities**

During the 270 day MSBA Eligibility Period, the ESBC shall:

- Learn the MSBA process and the history of the MSBA submission
- Establish project governance, meeting schedules, and decision-making procedures
- Coordinate with MSBA staff and comply with all MSBA policies and deadlines and deliverables
- Support the development of the District’s educational program statement and submittals
- Support the appropriation and authorization of the full amount of a feasibility study’s cost
- Identify a wide variety of stakeholders in order to develop and execute multiple communication methods to engage stakeholders throughout the entire application and construction process
- Prepare for procurement of an Owner’s Project Manager (OPM), if invited to Feasibility

### **Feasibility Phase Responsibilities (If Invited)**

If the MSBA invites the Town into the Feasibility Study Phase, the ESBC shall:

- Procure an OPM and Designer in accordance with MSBA requirements
- Work with the District to evaluate all feasible options, which may include:

- Renovation of the existing facility
- Addition and renovation
- New construction
- Potential consolidation of elementary school facilities
- Evaluate options based on:
  - Educational program needs
  - Site constraints
  - Cost and long-term affordability
  - Operational efficiency
- Recommend a Preferred Schematic Design to the Selectboard
- Support preparation for required local funding authorizations

## **Authority**

The ESBC is established by and derives its authority from the Montague Selectboard.

The ESBC is authorized to act on behalf of the Town in all matters relating to the MSBA process, including coordination with the MSBA, consultants, and the Gill-Montague Regional School District.

All actions shall be consistent with:

- MSBA policies and procedures
- Applicable Massachusetts General Laws, including c.71 §16A, c.149, and c.30B
- Town of Montague procurement and financial policies

## **Relationship to the Gill-Montague Regional School District**

The Gill-Montague Regional School District initiated the project and shall play a central role in defining the educational program and operational requirements.

The SBC shall work collaboratively with the District and ensure that all planning and design decisions align with the District's educational vision and needs.

## **Limitations of Authority**

The SBC does not have authority to:

- Appropriate funds
- Authorize borrowing
- Place articles on a Town Meeting warrant

Such authority remains with the Montague Selectboard and Town Meeting.

## **Membership**

11 voting members of the ESBC shall be appointed by the Montague Selectboard and shall include representation from:

- Montague Selectboard Member (1)
- Town Administrator/ MCCPO designee (1)
- Finance/Capital Planning Official (1)
- Gill-Montague Regional School Committee Member (2)
- Superintendent of Schools (1)
- Facilities/Operations Official (1)
- Elementary School Principal or vice principal (1)
- Teacher or resident with knowledge of current educational mission and function of current facilities (1)
- Residents at large, preferably with experience in building and/or community outreach (2)

The Chair shall notify the MSBA in writing within 20 calendar days of any changes to the membership or duties.

## **Meetings**

All meetings shall comply with the Massachusetts Open Meeting Law.

The SBC shall meet as necessary to meet MSBA deadlines and project milestones. Meetings are tentatively scheduled during the workday once or twice per month. All members need to maintain regular attendance at ESBC meetings.

## **Duration**

This charge shall remain in effect through completion of the MSBA Eligibility Period and, if applicable, through the Feasibility Study Phase, unless amended or dissolved by the Selectboard. A MSBA construction project can take 5-7 years to completion.

**Adopted by the Montague Selectboard on May 5, 2026**

## Montague Elementary School Building Committee

Appointed by the Selectboard on 6/15/2026 duration of project

<b>Designation</b>	<b>Name</b>	<b>Position/ Background</b>
Selectboard Member	Marina Goldman	Selectboard Member
Superintendent	Tari Thomas	Interim Superintendent
Town Admin/ MCCPO Official	Walter Ramsey	Town Administrator
Principal	Cindy Sheehy	Hillcrest Principal
Facility Manager	Joanne Blier	Business Manager
School Committee Member	Kerry Heathwaite	Sheffield Principal
School Committee Member	Clifford Spatcher	School Committee Member
Local Budget Official	Greg Garrison	Chair of Capital Improvements, Owner of Northeast Solar
teacher or resident with knowledge of current education	Pamela Reynolds	Special Education Teacher at Hillcrest
At-Large	Steve Ellis	former TA/ former School Committee/ Parent
At-Large	Allison Page	Project Manager at Smith College

Name: GOLDMAN, MARINA

**MONTAGUE APPOINTED OFFICIAL**

NAME: Marina Goldman

DATE: 6/15/2026

COMMITTEE: Montague Elementary School Building Committee

TERM: Duration of Project

TERM EXPIRATION: Upon Completion of Project

**SELECTMEN, TOWN OF MONTAGUE** **TERM STARTS:** 06/16/26

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

GOLDMAN, MARINA personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Elementary School Building Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

Name: THOMAS, TARI

**MONTAGUE APPOINTED OFFICIAL**

NAME: Tari Thomas

DATE: 6/15/2026

COMMITTEE: Montague Elementary School Building Committee

TERM: Duration of Project

TERM EXPIRATION: Upon Completion of Project

**SELECTMEN, TOWN OF MONTAGUE** **TERM STARTS:** 06/16/26

THOMAS, TARI personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Elementary School Building Committee according to the foregoing appointment.

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\_\_\_\_\_  
**MONTAGUE TOWN CLERK**

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\_\_\_\_\_  
**APPOINTED OFFICIAL**

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Name: RAMSEY, WALTER

**MONTAGUE APPOINTED OFFICIAL**

NAME: Walter Ramsey

DATE: 6/15/2026

COMMITTEE: Montague Elementary School Building Committee

TERM: Duration of Project

TERM EXPIRATION: Upon Completion of Project

SELECTMEN, TOWN OF MONTAGUE TERM STARTS: 06/16/26

RAMSEY, WALTER personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Elementary School Building Committee according to the foregoing appointment.

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

\_\_\_\_\_  
**MONTAGUE TOWN CLERK**

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\_\_\_\_\_  
**APPOINTED OFFICIAL**

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Name: Sheehy, Cindy

**MONTAGUE APPOINTED OFFICIAL**

NAME: Cindy Sheehy

DATE: 6/15/2026

COMMITTEE: Montague Elementary School Building Committee

TERM: Duration of Project

TERM EXPIRATION: Upon Completion of Project

SELECTMEN, TOWN OF MONTAGUE TERM STARTS: 06/16/26

Sheehy, Cindy personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Elementary School Building Committee according to the foregoing appointment.

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

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APPOINTED OFFICIAL

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Name: **BLIER, JOANNE**

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Joanne Blier

**DATE:** 6/15/2026

**COMMITTEE:** Montague Elementary School Building Committee

**TERM:** Duration of Project

**TERM EXPIRATION:** Upon Completion of Project

**SELECTMEN, TOWN OF MONTAGUE** **TERM STARTS:** 06/16/26

BLIER, JOANNE personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Elementary School Building Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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Name: HEATHWAITE, KERRY

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Kerry Heathwaite

**DATE:** 6/15/2026

**COMMITTEE:** Montague Elementary School Building Committee

**TERM:** Duration of Project

**TERM EXPIRATION:** Upon Completion of Project

**SELECTMEN, TOWN OF MONTAGUE**

**TERM STARTS:** 06/16/26

HEATHWAITE, KERRY personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Elementary School Building Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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Name: SPATCHER, CLIFFORD

**MONTAGUE APPOINTED OFFICIAL**

NAME: Clifford Spatcher

DATE: 6/15/2026

COMMITTEE: Montague Elementary School Building Committee

TERM: Duration of Project

TERM EXPIRATION: Upon Completion of Project

SELECTMEN, TOWN OF MONTAGUE TERM STARTS: 06/16/26

SPATCHER, CLIFFORD personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Elementary School Building Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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Name: GARRISON, GREG

**MONTAGUE APPOINTED OFFICIAL**

NAME: Greg Garrison

DATE: 6/15/2026

COMMITTEE: Montague Elementary School Building Committee

TERM: Duration of Project

TERM EXPIRATION: Upon Completion of Project

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 06/16/26

GARRISON, GREG personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Elementary School Building Committee according to the foregoing appointment.

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

\_\_\_\_\_  
MONTAGUE TOWN CLERK

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

\_\_\_\_\_  
APPOINTED OFFICIAL

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Name: REYNOLDS, PAMELA

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Pamela Reynolds

**DATE:** 6/15/2026

**COMMITTEE:** Montague Elementary School Building Committee

**TERM:** Duration of Project

**TERM EXPIRATION:** Upon Completion of Project

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 06/16/26

REYNOLDS, PAMELA personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Elementary School Building Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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Name: **ELLIS, STEVE**

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Steve Ellis

**DATE:** 6/15/2026

**COMMITTEE:** Montague Elementary School Building Committee

**TERM:** Duration of Project

**TERM EXPIRATION:** Upon Completion of Project

**SELECTMEN, TOWN OF MONTAGUE** **TERM STARTS:** 06/16/26

**ELLIS, STEVE** personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Montague Elementary School Building Committee** according to the foregoing appointment.

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

**MONTAGUE TOWN CLERK**

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**APPOINTED OFFICIAL**

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**Town of Montague**

One Avenue A, Turners Falls, MA 01376

**Selectboard's Office**

Phone: 413-863-3200. ext 108

**COMMON VICTUALLER LICENSE APPLICATION**

**NOTICE:** As provided by MGL Ch. 40, the sale of food for immediate consumption on the premises of the vendor has an intimate relation to the public health, and such activity cannot be conducted without the proper license and permit. Annual Fee: \$40.00

COMPANY: Ritual Bowl

DBA: Ritual Bowl

ADDRESS OF PREMISES: 109 Avenue A Turners Falls, 01376

MANAGER'S NAME: Cindy Ferrer

BUSINESS PHONE: 347-255-0702

ALTERNATE PHONE:

EMAIL ADDRESS: ritualbowlwellness@gmail.com

DAYS OF OPERATION: Wed - Sun (Thursdays evening hrs for Artwork Shops. Fridays (occasional 5-8pm))

HOURS OF OPERATION: 9am 4pm Th(6-8pm) F(5-8pm)

ALCOHOL TO BE SERVED: Y  N  IS THIS A RENEWAL? Y  N  (First Fridays)

DETAILED DESCRIPTION OF PREMISE (Inside, Outside, Seating, Square Footage)

Cindy Ferrer Inside Seating for food and beverage consumption. Bar area for dining in. Art Space area Seating in the back.

SIGNATURE: Cindy Ferrer

DATE: 05/5/26.

\*\*\*\*\*Office Use Only\*\*\*\*\*

License Fee: \_\_\_\_\_

Approved By: [Signature]  
Board of Health

26-00007  
License Number

6/3/26  
Date

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

N/A  
License Number

6-15-2026  
Date

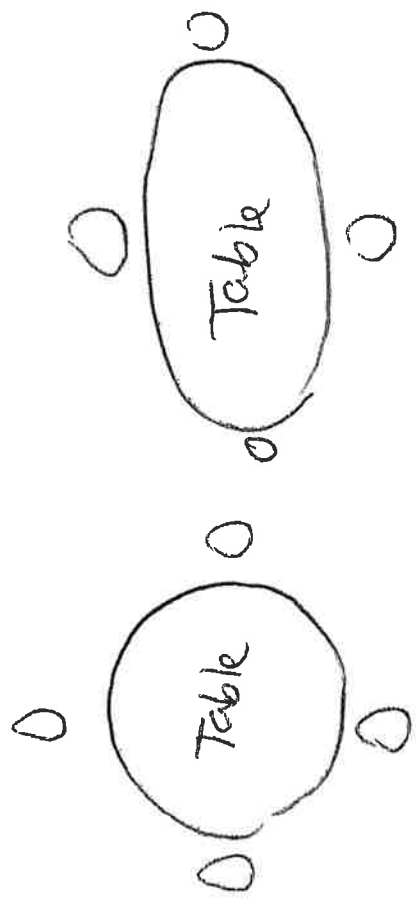
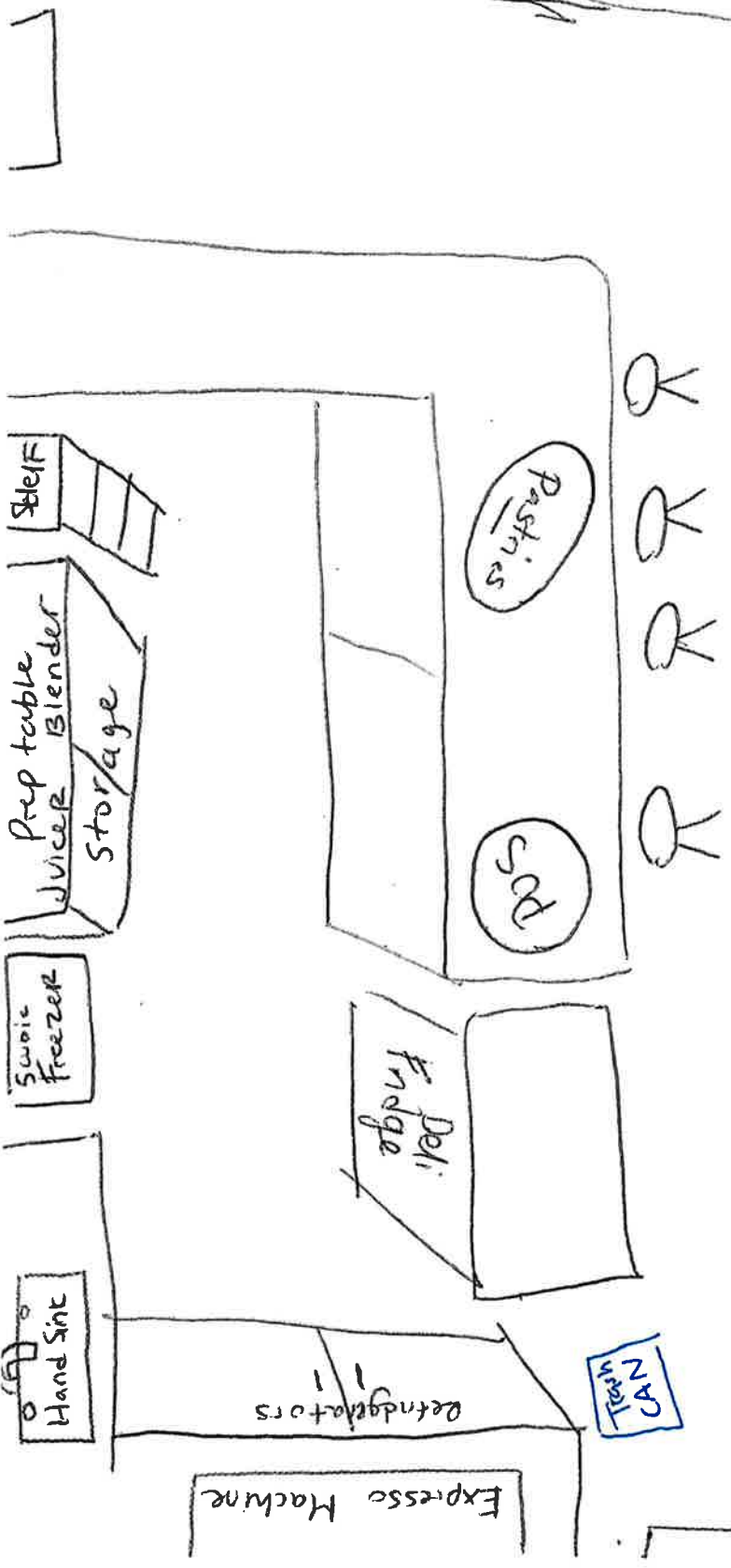
Entrance

Couch

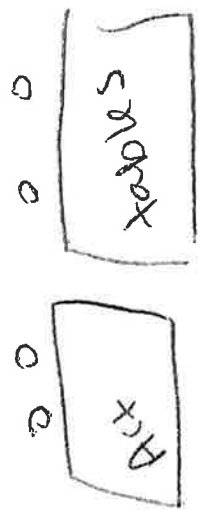
Boot shelf

Coffee Table

Approx [ ] Actual [ ] Retail [ ]



W.C. path



Approx

Part supplies



The Commonwealth of Massachusetts
Town of Montague

BUSINESS CERTIFICATE

Fee: \$30.00 (for four years)
Issue date: 2/2/2026
Expires: 2/2/2030

In conformity with the provisions of Ch.110, §5 of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

Name of Business: RITUAL BOWL
Corporate Name:
Nature of Business: JUICE BAR, ACAI BOWLS, COMMUNITY SPACE is conducted at
Location of Business: 109 AVENUE A, accepting mail at
Mailing Address (if different): 371 MONTAGUE CITY RD. TURNERS FALLS, MA 01376, or via email /phone at
Email Address: cindybencosme@gmail.com Phone #: 347-255-0702

by the following named person (s):

Table with 2 columns: Owner (s) Full Name (s) \* and Owner Residence Address (es). Row 1: CINDY FERRER, 371 MONTAGUE CITY RD. TURNERS FALLS, MA 01376.

\* If a corporate officer, include the title of signing officer.

Notary required ONLY when not signed in front of the Town Clerk

Owner Signatures below -- Sign ONLY in the PRESENCE of a Notary Public OR the TOWN CLERK

Signed under penalties of perjury:

\*1. Cindy Ferrer
2.
3.
4.

The Commonwealth of Massachusetts Franklin, County ss. Date: February 2, 2026

Personally appeared before me the above-named Cindy Ferrer proved through satisfactory evidence of identification, which was a to be the person(s) whose name is signed on the above document who swore or affirmed to me the contents of the document are truthful and accurate to the best of their knowledge and belief.

Notary Public:

(Town Seal)

(Notary Seal)

Asst. Tina Sulda
Town Clerk

Notary expires:

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

A statement must be filed with the Town Clerk upon discontinuing, retiring or withdrawing from such business.



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 Lafayette City Center  
 2 Avenue de Lafayette, Boston, MA 02111-1750  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

**Applicant Information**

Please Print Legibly

Business/Organization Name: Ritual Bowl

Address: 109 Avenue A Turners Falls, MA 01376

City/State/Zip: MA Phone #: 347-255-0702

**Are you an employer? Check the appropriate box:**

- 1.  I am an employer with \_\_\_\_\_ employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

- 5.  Retail
- 6.  Restaurant/Bar/Eating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: Craig Ferris Date: 05/5/26

Phone #: 347-255-0702

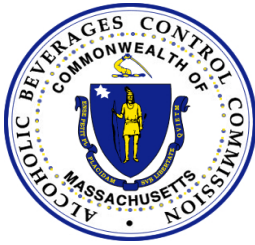
**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

**Issuing Authority (check one):**

- 1.  Board of Health
- 2.  Building Department
- 3.  City/Town Clerk
- 4.  Licensing Board
- 5.  Selectmen's Office
- 6.  Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



Jean M. Lorizio, Esq.  
Chairman

*Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*95 Fourth Street, Suite 3*  
*Chelsea, MA 02150*

**ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY  
REGARDING LOCAL LICENSING AUTHORITY’S (“LLA’s”) OPTION TO  
TEMPORARILY ALLOW ITS ON-PREMISES LICENSEES TO SELL ALCOHOLIC  
BEVERAGES FOR ONE ADDITIONAL HOUR NOT TO EXCEED 3:00 AM AS WELL  
AS THE ABILITY FOR ON-PREMISES LICENSEES LOCATED WITHIN PUBLIC  
ALCOHOLIC BEVERAGES CONSUMPTION AREAS DETERMINED BY THE LLA  
TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION**

On June 8, 2026, Governor Maura Healey signed “An Act Authorizing Municipalities to Opt-In to a Temporary Pilot to Extend the Hours of Liquor Licenses and to Allow for Public Consumption in Designated Districts in Summer 2026” which permits Local Licensing Authorities the option to temporarily allow its on-premises licensees to sell alcoholic beverages for one additional hour not to exceed 3:00 AM as well as the ability for on-premises licensees located within public alcoholic beverages consumption areas determined by the LLA the authority to sell alcoholic beverages for off-premises consumption. The law took effect immediately. The text of the law is attached.

LLAs may designate one or more areas in their municipality where alcoholic beverages will be permitted to be consumed in public spaces, subject to restrictions that the city or town may deem appropriate, through July 31, 2026. LLAs may authorize its on-premises licensees within the designated public alcoholic beverages consumption area(s) the ability to sell alcoholic beverages for off-premises consumption. Alcoholic beverages consumed within a designated public consumption district are limited to alcoholic beverages sold by participating on-premises licensed establishments located within the designated district.

The law also authorizes LLAs to temporarily allow any of its on-premises licensees to sell alcoholic beverages for one additional hour, not to exceed 3:00 AM, subject to any applicable local rules or regulations and any conditions placed upon its license. On-premises licensees do not need to be within a designated public alcoholic beverages consumption area in order to be eligible for the extra hour of alcoholic beverage service not to exceed 3:00 AM.

**Each LLA must inform the ABCC if it decides to opt-in to this new law, which parts of the law it has opted into, what area(s) the LLA has designated for public alcoholic beverages consumption, and what on-premises licensees have extended their operating hours by one hour not to exceed 3:00 AM by uploading a letter to the ABCC’s eLicensing Portal.**

Nothing in the law permits a licensed establishment to sell any type or category of alcoholic beverage beyond the type or category of alcoholic beverages that the licensed establishment is permitted to sell under its currently issued license.

The provisions of the law pertaining to public alcoholic beverages consumption areas, on-premises licensees selling alcoholic beverages for off-premises consumption, and **the option for on-premises licensees to sell alcoholic beverages for one additional hour not to exceed 3:00 AM expire Friday, July 31, 2026.**

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727- 3040 x 731.

(Issued 6/9/2026)

# HOUSE . . . . . No. 5482

---

Text of a further amendment, offered by Mr. Walsh of Peabody, to the Senate amendment of the House Bill authorizing municipalities to opt-in to a temporary pilot to extend the hours of liquor licenses and to allow for public consumption in designated districts in summer 2026 (House, No. 5478, amended). June 8, 2026.

---

## The Commonwealth of Massachusetts

In the One Hundred and Ninety-Fourth General Court  
(2025-2026)

By striking out all after the enacting clause (inserted by amendment by the Senate) and inserting in place thereof the following:—

1           SECTION 1. For purposes of this act, “licensed establishment” shall mean an  
2 establishment holding a license for the sale of alcoholic beverages, whether all alcoholic or  
3 wines and malt only, to be drunk on the premises pursuant to chapter 138 of the General Laws.

4           SECTION 2. Notwithstanding any general or special law to the contrary, and subject to  
5 sections 4 and 5, a local licensing authority in a city or town may, on a temporary basis, allow a  
6 licensed establishment to sell alcoholic beverages for off-premises consumption in districts  
7 designated pursuant to section 4. Only licensed establishments located within a district  
8 designated pursuant to said section 4 may sell alcoholic beverages to be consumed off premises  
9 within the district.

10           SECTION 3. Notwithstanding any general or special law to the contrary, and subject to  
11 section 5, a licensed establishment may, subject to approval of the local licensing authority, sell  
12 alcoholic beverages on-premises for 1 additional hour beyond the time set forth in the

13 establishment's license, but not to exceed 3:00 a.m. until July 31, 2026, subject to any  
14 applicable local rules or regulations and any conditions placed upon its license.

15 SECTION 4. Notwithstanding any general or special law to the contrary, and subject to  
16 section 5, a local licensing authority may designate 1 or more districts in the city or town in  
17 which alcoholic beverages are permitted to be consumed off premises, in public spaces, subject  
18 to such restrictions as the city or town may deem appropriate and only through July 31, 2026.  
19 Alcohol consumed within a district designated pursuant to this section, shall be limited to  
20 alcoholic beverages sold by participating licensed establishments located within such designated  
21 district.

22 SECTION 5. Nothing in this act shall be construed to permit a licensed establishment to  
23 sell any type or category of alcohol beyond the type or category of alcohol that the licensed  
24 establishment is permitted to sell under the license issued to it by the local licensing authority  
25 pursuant to chapter 138 of the General Laws.

26 SECTION 6. The executive office of economic development, in consultation with the  
27 alcoholic beverages control commission, the executive office of public safety and security and  
28 the department of revenue, shall report on the implementation and outcomes of the pilot program  
29 established by this act. The report shall include, but not be limited to: (i) the number and location  
30 of districts designated by municipalities; (ii) the number of communities authorizing  
31 establishments to sell alcoholic beverages for off premises consumption in approved districts;  
32 (iii) the number of communities authorizing establishments for extended hours of on premises  
33 sales; and (iv) any evidence of increased public safety incidents as a result of extended hours of  
34 on premise sales. The report shall evaluate any notable changes or observations relative to the

35 pilot and economic development, public safety, and revenue and sales during the pilot, and may  
36 make any recommendations to improve outcomes. The executive office of economic  
37 development shall file a report not later than December 31, 2026 containing its findings and  
38 recommendations with the clerks of the senate and house of representatives.

39 SECTION 7. Sections 1 to 5, inclusive, shall expire on July 31, 2026.

# MONTAGUE POLICE DEPARTMENT

ORGANIZATIONAL EFFECTIVENESS, RISK MANAGEMENT, SUCCESSION  
PLANNING, AND SERVICE DELIVERY

CHIEF JASON HASKINS

# WHY REVIEW THE ORGANIZATIONAL STRUCTURE?

TODAY'S POLICE LEADERS MUST MANAGE:

- OPERATIONS
- INVESTIGATIONS AND EVIDENCE
- TRAINING AND PERSONNEL DEVELOPMENT
- COMPLIANCE AND RISK MANAGEMENT
- ADMINISTRATIVE SERVICES

# WHAT HAS CHANGED SINCE THIS STRUCTURE WAS CREATED?

## THEN

- TRADITIONAL PATROL AND INVESTIGATIONS
- LIMITED STATE OVERSIGHT
- LIMITED TECHNOLOGY REQUIREMENTS
- FEWER TRAINING MANDATES
- MINIMAL ACCREDITATION STANDARDS
- LESS ADMINISTRATIVE COMPLEXITY

## TODAY

- ACCREDITATION REQUIREMENTS
- POST COMMISSION COMPLIANCE
- CJIS SECURITY AUDITS
- DIGITAL EVIDENCE SYSTEMS
- INTERNAL AFFAIRS DOCUMENTATION
- CIVIL RIGHTS COMPLIANCE
- PUBLIC RECORDS OBLIGATIONS
- RECRUITMENT AND RETENTION CHALLENGES
- EXPANDED TRAINING REQUIREMENTS
- GRANT ADMINISTRATION
- INCREASED PUBLIC ACCOUNTABILITY

# OPERATIONS


- PATROL OPERATIONS
- TRAFFIC ENFORCEMENT
- DIRECTED ENFORCEMENT
- ROLL CALL MANAGEMENT
- SCHEDULING
- COMMUNITY POLICING
- SCHOOL RESOURCE OFFICER
- SPECIAL EVENTS
- K9 PROGRAM
- SPECIALTY UNITS

# INVESTIGATIONS AND EVIDENCE

- DETECTIVES
- CASE MANAGEMENT
- SUPERVISION OF INVESTIGATIONS
- ICAC INVESTIGATIONS (INTERNET CRIMES AGAINST CHILDREN)
- EVIDENCE MANAGEMENT
- COURT AND DISCOVERY COMPLIANCE
- INTERNAL INVESTIGATIONS
- SEXUAL ASSAULT INVESTIGATIONS



# TRAINING AND PERSONNEL DEVELOPMENT

- RECRUITMENT & RETENTION
  - PROMOTIONS
  - WELLNESS PROGRAMS
  - FIELD TRAINING AND EVALUATION PROGRAM
  - IN-SERVICE TRAINING
  - SPECIALTY TRAINING
  - TRAINING COMPLIANCE
- 



# COMPLIANCE AND RISK MANAGEMENT

- ACCREDITATION (BEST PRACTICES IN POLICING)
  - POST COMPLIANCE
  - CJIS COMPLIANCE
  - CIVIL RIGHTS COORDINATION
  - POLICY MANAGEMENT
  - INTERNAL AFFAIRS
  - LABOR RELATIONS
- 

# ADMINISTRATIVE SERVICES

- BUDGET DEVELOPMENT AND MONITORING
- GRANT ADMINISTRATION
- STRATEGIC PLANNING
- TECHNOLOGY SYSTEMS
- DISPATCH CENTER OVERSIGHT
- FLEET MANAGEMENT
- FACILITIES MANAGEMENT
- ARMORER PROGRAM
- SOCIAL MEDIA AND PUBLIC INFORMATION

# CURRENT ORGANIZATIONAL CHALLENGE

NO CLEARLY DESIGNATED SECOND IN COMMAND

## CURRENT STRUCTURE PROVIDES

- FOUR FIRST-LINE PATROL SUPERVISORS (SSGT)
- ONE DETECTIVE SGT/SUPERVISOR
- NO DEDICATED OPERATIONAL COMMANDER
- NO DEDICATED ADMINISTRATIVE COMMANDER

## AS A RESULT:

- CRITICAL ADMINISTRATIVE RESPONSIBILITIES ARE CONCENTRATED AT THE CHIEF LEVEL
- ACCOUNTABILITY FOR MAJOR FUNCTIONS LACKING
- LONG-TERM PLANNING COMPETES WITH DAILY OPERATIONAL DEMANDS
- ORGANIZATIONAL RESILIENCE IS DEPENDENT UPON A SINGLE INDIVIDUAL

THIS CREATES OPERATIONAL AND SUCCESSION-PLANNING RISKS



# COST CONSIDERATIONS

## THIS PROPOSAL

- DOES NOT INCREASE STAFFING
- REALLOCATES EXISTING SUPERVISORY RESOURCES
- CREATES CLEARER ACCOUNTABILITY
- IMPROVES SUCCESSION PLANNING
- IMPROVES COMPLIANCE OVERSIGHT
- STRENGTHENS RISK MANAGEMENT THROUGH CHECKS AND BALANCES

## HIDDEN COST

- COMPLIANCE FAILURES
  - MISSED GRANT OPPORTUNITIES
  - DELAYED PROJECTS
  - ADMINISTRATIVE BACKLOGS
  - LEADERSHIP GAPS
  - INCREASED ORGANIZATIONAL RISK
- 

# COST CONSIDERATIONS

## TOP STEP -> BOTTOM STEP

### RATES JULY 1, 2026

	DOLLAR DIFFERENCE	PERCENTAGE DIFFERENCE
PATROL \$72,976.25 -> SGT \$77,479.25	\$4,503.00	6.17%
SGT \$87,137.00 -> LT (SSGT) \$82,890.75	\$-4,246.25	-4.87%
LT (SSGT) \$93,239.75 -> DC (LT) \$84,083.75	\$-9,155.99	-9.82%
DC (LT) \$109,682.64 -> CHIEF \$107,594.64	\$-2,088.00	-1.90%

### Greenfield Police 2025 Comparison:

Patrol – Sgt = 14.32%

Sgt – LT = 7.06%

LT – DC = 20.71%

DC – Chief = 10.5%

### Known savings:

Det. Sgt Stipend: \$1,500 per year

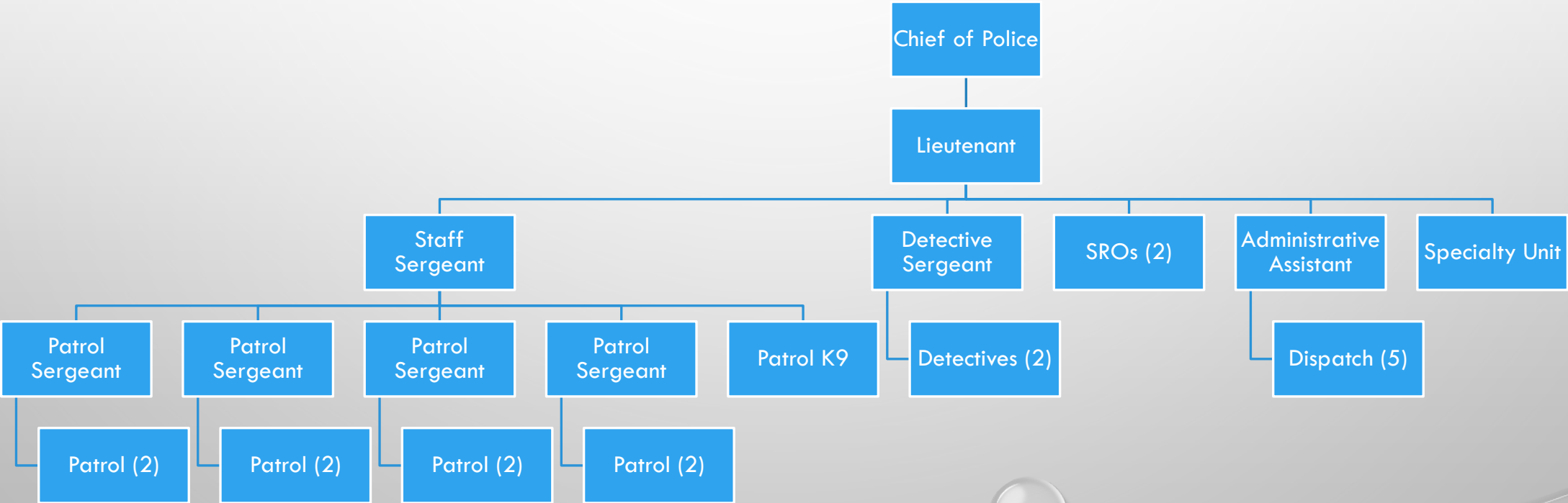
SSgt Shift diff loss: \$1,975 per year



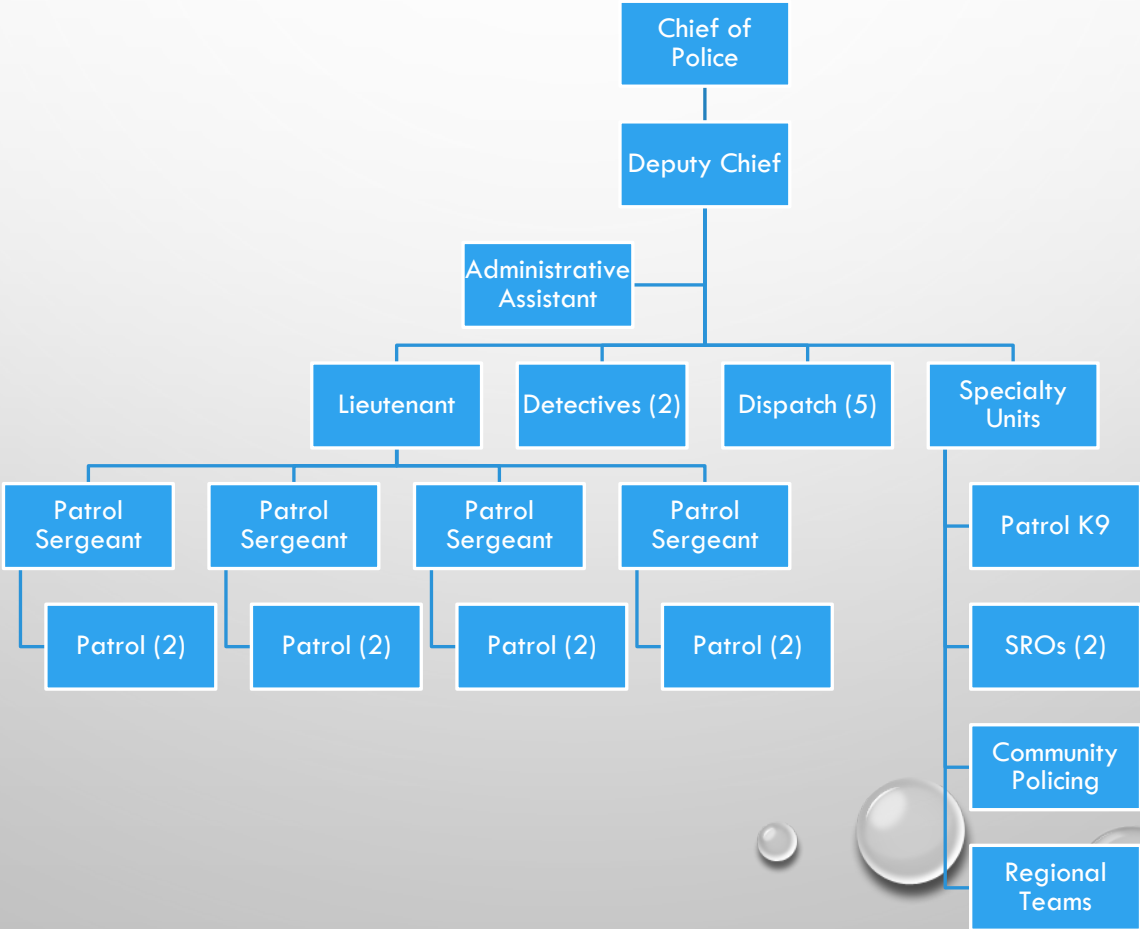
# COST CONSIDERATIONS BEST GUESS FOR NEXT CONTRACT

- LT POSITION INCREASE ~ \$8,000-\$10,000 PER YEAR
- DC POSITION INCREASE ~ \$10,000 - \$14,000 PER YEAR
- SAVINGS: \$3,475 PER YEAR
  
- TOTAL ANTICIPATED INCREASE ~ \$14,525 - \$20,525 PER YEAR (IN TWO YEARS)

# ORGANIZATIONAL STRUCTURE



# ORGANIZATIONAL STRUCTURE



# MODERN POLICE LEADERSHIP REQUIRES THREE DISTINCT FUNCTIONS

## EXECUTIVE LEADERSHIP

CHIEF OF POLICE

## OPERATIONAL MANAGEMENT

PATROL AND COMMUNITY SERVICE

## ADMINISTRATIVE MANAGEMENT

INVESTIGATIONS


COMPLIANCE

RISK MANAGEMENT

ORGANIZATIONAL SERVICES



# CHIEF OF POLICE STRATEGIC LEADERSHIP

- BUDGET DEVELOPMENT
  - LABOR RELATIONS
  - CAPITAL PLANNING
  - INTERGOVERNMENTAL PARTNERSHIPS
  - COMMUNITY TRUST INITIATIVES
  - SELECTBOARD RELATIONS
  - POLICY DIRECTION
  - LONG-RANGE PLANNING
  - FINAL DEPARTMENTAL ACCOUNTABILITY
- 



# DEPUTY CHIEF

## ADMINISTRATIVE SERVICES AND RISK MANAGEMENT

### PROFESSIONAL STANDARDS AND COMPLIANCE

- ACCREDITATION
- POST COMPLIANCE
- CJIS COMPLIANCE
- POLICY MANAGEMENT
- CIVIL RIGHTS COMPLIANCE
- INTERNAL AFFAIRS

### ADMINISTRATIVE SERVICES

- GRANT ADMINISTRATION
  - TECHNOLOGY SYSTEMS
  - DISPATCH CENTER OVERSIGHT
  - EVIDENCE MANAGEMENT
  - RECORDS MANAGEMENT
  - COURT/DISCOVERY OVERSIGHT
- 



# DEPUTY CHIEF

## ADMINISTRATIVE SERVICES AND RISK MANAGEMENT

### INVESTIGATIVE SERVICES

- DETECTIVES
- CASE MANAGEMENT
- ICAC INVESTIGATIONS
- CRIMINAL INTELLIGENCE
- MAJOR CASE OVERSIGHT

### ORGANIZATIONAL SUPPORT SERVICES

- FLEET MANAGEMENT
  - FACILITIES MANAGEMENT
  - ARMORER PROGRAM
  - SPECIALIZED UNITS
  - K9 PROGRAM
- 




# LIEUTENANT OPERATIONS AND COMMUNITY SERVICES

## PATROL OPERATIONS

- PATROL SUPERVISION
- SCHEDULING
- DIRECTED ENFORCEMENT
- ROLL CALL MANAGEMENT
- SHIFT COORDINATION

## COMMUNITY POLICING

- COMMUNITY ENGAGEMENT
  - PROBLEM ORIENTED POLICING
  - NEIGHBORHOOD INITIATIVES
  - SCHOOL RESOURCE OFFICERS
- 



# LIEUTENANT OPERATIONS AND COMMUNITY SERVICES

## PERSONNEL DEVELOPMENT

- FIELD TRAINING PROGRAM
- IN-SERVICE TRAINING COORDINATION
- SPECIALTY TRAINING COORDINATION
- RECRUITMENT SUPPORT
- PROMOTIONAL PROCESS SUPPORT
- WELLNESS INITIATIVES

## TRAFFIC AND SPECIAL EVENTS

- TRAFFIC ENFORCEMENT
  - EVENT PLANNING
  - PUBLIC SAFETY OPERATIONS
- 

# RISK MANAGEMENT BENEFITS

## AREA

- ACCREDITATION
- POLICY MANAGEMENT
- EVIDENCE MANAGEMENT
- INTERNAL AFFAIRS
- TRAINING COMPLIANCE

## POTENTIAL CONSEQUENCE

- + LIABILITY EXPOSURE
- + LITIGATION RISK
- CASE DISMISSAL AND LIABILITY
- - PUBLIC TRUST
- + CIVIL LIABILITY



# RISK MANAGEMENT BENEFITS

## AREA

- POST COMPLIANCE
- GRANT ADMINISTRATION
- SUCCESSION PLANNING

## POTENTIAL CONSEQUENCE

- REGULATORY CONSEQUENCES
- LOST FUNDING OPPORTUNITIES
- OPERATIONAL INSTABILITY

# SUCCESSION PLANNING AND CONTINUITY OF OPERATIONS

- THE PROPOSED STRUCTURE CREATES
  - A CLEARLY IDENTIFIED SECOND-IN-COMMAND
  - IMPROVED LEADERSHIP DEVELOPMENT
  - ORGANIZATIONAL CONTINUITY DURING VACANCIES
  - IMPROVED EMERGENCY MANAGEMENT CAPABILITY
  - REDUCED DEPENDENCY ON A SINGLE INDIVIDUAL
- THIS STRUCTURE IS DESIGNED TO ENSURE THE DEPARTMENT CONTINUES TO FUNCTION EFFECTIVELY REGARDLESS OF PERSONNEL CHANGES



# RECOMMENDATIONS

- THE PROPOSED STRUCTURE:
  - ALIGNS LEADERSHIP RESPONSIBILITIES WITH MODERN POLICING DEMANDS
  - CREATES CLEAR ACCOUNTABILITY FOR OPERATIONS AND ADMINISTRATION
  - STRENGTHENS ORGANIZATIONAL EFFECTIVENESS
  - IMPROVES RISK MANAGEMENT
  - ENHANCES SUCCESSION PLANNING
  - MAINTAINS SERVICE DELIVERY TO THE COMMUNITY AT THE HIGHEST LEVEL




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**GFD & MPD Drone MOU**

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**From** Jason Haskins <jhaskins@montague-ma.gov>  
**Date** Wed 5/6/2026 4:33 PM  
**To** Walter Ramsey <WalterR@montague-ma.gov>

 1 attachment (3 MB)  
GFD and MPD Drone MOU.pdf;

Walter,

I am asking the Selectboard to sign this MOU between the Greenfield Fire Department/Emergency Management and the Montague Police Department Regarding the use of City-Owned unmanned aircraft system (Drone).

While it seems a little confusing, there are actually two Drone programs in Greenfield. One is run by GFD and the EMD and the other is part of the FCRSRT which we already have an MOU with. Upon leaving GPD, I was the Drone Commander for the Police side. They have asked me to continue in that role, and I would like to continue doing that. During my time on the drone team, we have been deployed several times to Montague. During my time in Montague, the Drone has been deployed several times as well. This MOU would allow me, and other members of the Montague Police Department to become members of the GFD/EMD Drone (This is the exterior drone program whereas the SRT drone is interior operations).

Thank you for your time and consideration.

Jason

**INTERMUNICIPAL AGREEMENT  
BETWEEN THE  
TOWN OF MONTAGUE POLICE DEPARTMENT  
AND THE  
CITY OF GREENFIELD FIRE DEPARTMENT /  
OFFICE OF EMERGENCY MANAGEMENT**

**REGARDING THE USE OF CITY-OWNED UNMANNED AIRCRAFT SYSTEM (UAS or  
DRONE)**

---

This Intermunicipal Agreement (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

The Town of Montague Police Department, a municipal law enforcement agency organized under the laws of the Commonwealth of Massachusetts, with its principal offices located at 180 Turnpike Road, Turners Falls, Massachusetts 01376; and

The City of Greenfield Fire Department / Office of Emergency Management, a municipal fire and emergency management agency organized under the laws of the Commonwealth of Massachusetts, with its principal offices located at 41 Main Street, Greenfield, Massachusetts 01301.

Montague PD and Greenfield Fire/OEM are collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, the City of Greenfield Fire Department / Office of Emergency Management owns and operates an Unmanned Aircraft System for purposes of public safety, emergency management, search and rescue operations, and related governmental functions;

WHEREAS, the Town of Montague Police Department has personnel who hold valid Federal Aviation Administration (FAA) Remote Pilot Certificates and are qualified to operate UAS equipment in support of law enforcement and public safety operations;

WHEREAS, both Parties find it to be in the best interest of public safety and the welfare of their respective communities to enter into a cooperative arrangement permitting authorized members of Montague PD to operate the Greenfield Fire/OEM Drone under specified conditions;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Massachusetts General Laws Chapter 40, Section 4A, and any other applicable laws governing intermunicipal cooperation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I — PURPOSE**

1.1 The purpose of this Agreement is to establish the terms and conditions under which designated and FAA-certified personnel of the Town of Montague Police Department may operate the UAS owned by the City of Greenfield Fire Department / Office of Emergency Management for lawful public safety, law enforcement, search and rescue, and emergency management purposes.

**ARTICLE II — AUTHORIZED MONTAGUE PD OPERATORS**

2.1 Only the following specifically named and FAA-certified personnel of the Town of Montague Police Department are authorized to operate the Greenfield Fire/OEM Drone under this Agreement. Authorization is non-transferable and limited to the individuals listed below:

#	Full Name	FAA Remote Pilot License #	Rank / Title
1			
2			

2.2 Greenfield Fire/OEM reserves the right to deny, suspend, or revoke authorization for any individual listed above at any time, with or without cause, upon written notice to the Chief of Police of Montague PD.

2.3 Montague PD shall promptly notify Greenfield Fire/OEM in writing if any authorized operator's FAA Remote Pilot Certificate is suspended, revoked, or lapses. Upon such notification, that individual's authorization under this Agreement shall be immediately suspended pending review.

2.4 Any request to add additional authorized operators must be submitted in writing to Greenfield Fire/OEM for approval and shall require a formal written amendment to this Agreement executed by both Parties.

2.5 Operators listed above shall attach copies of their FAA Licensure and their driver's license to this document at time of execution.

**ARTICLE III — PERMITTED USES**

3.1 Authorized Montague PD operators may use the Greenfield Fire/OEM Drone for the following purposes only:

- (a) Drone unit activations authorized by the Greenfield Emergency Management Director
- (b) Any other use expressly approved in advance and in writing by the Greenfield Emergency Management Director.

(c) Training flight time authorized by the drone unit coordinator.

3.2 Use of the Drone for any purpose not listed in Section 4.1 is expressly prohibited without prior written authorization from Greenfield Fire/OEM.

3.3 All flights conducted under this Agreement must comply with applicable Federal law, including but not limited to Federal Aviation Administration (FAA) regulations (including but not limited to 14 C.F.R. Part 107), as well as Massachusetts state law or regulations and all applicable local ordinances governing UAS operations.

3.4 All drone activities are governed by the Emergency Management Director of the City of Greenfield. All activities shall have a strict adherence to the drone policies and procedures managed by the Emergency Management Director and the City of Greenfield.

#### **ARTICLE IV — REQUEST AND NOTIFICATION PROCEDURES**

4.1 The Emergency Management Director (or their designated representative) will notify the Montague Police Department if there is a request for pilots that go unfilled within the City of Greenfield's agencies.

4.2 Following each deployment, the authorized Montague PD operator shall complete and submit to both Montague PD and Greenfield Fire/OEM a written post-operation report within forty-eight (48) hours, documenting the nature of the operation, flight duration, any incidents or anomalies, and the condition of the Drone upon return.

#### **ARTICLE V — CARE, CUSTODY, AND MAINTENANCE**

5.1 Greenfield Fire/OEM shall remain responsible for all routine maintenance, storage, insurance, and registration of the Drone. Montague PD shall bear no cost for routine maintenance or upkeep of the Drone.

5.2 Authorized Montague PD operators shall handle the Drone with reasonable care and in accordance with all manufacturer operating guidelines and FAA regulations. The Drone shall be returned to its designated storage location in the same condition as received, ordinary wear and tear excepted.

5.3 In the event of any damage, malfunction, loss, or accident involving the Drone during operation by Montague PD personnel, the authorized operator shall immediately notify Greenfield Fire/OEM and shall prepare a written incident report within twenty-four (24) hours.

5.4 The cost of repairing or replacing the Drone due to damage caused by negligence, misuse, or willful misconduct of Montague PD personnel shall be the responsibility of the Town of Montague. Determination of fault shall be made through a joint review process conducted by both Parties.

#### **ARTICLE VI — LIABILITY AND INDEMNIFICATION**

6.1 Each Party shall be responsible for the acts and omissions of its own employees, officers, and agents in connection with activities conducted under this Agreement, to the extent provided by law.

6.2 The Town of Montague shall indemnify, defend, and hold harmless the City of Greenfield, Greenfield Fire/OEM, and their respective officers, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent or wrongful acts or omissions of Montague PD personnel in connection with the use of the Drone under this Agreement.

6.3 The City of Greenfield shall indemnify, defend, and hold harmless the Town of Montague, Montague PD, and their respective officers, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent or wrongful acts or omissions of Greenfield Fire/OEM personnel in connection with this Agreement.

6.4 Nothing in this Agreement shall be construed to limit or waive any sovereign immunity or other legal protections available to either Party under Massachusetts law, including but not limited to the Massachusetts Tort Claims Act, M.G.L. c. 258.

#### **ARTICLE VII — INSURANCE**

7.1 Greenfield Fire/OEM shall maintain hull and liability insurance (or equivalent self-insurance) covering the Drone. Montague PD shall be named under departments authorized operators and covered by the same.

#### **ARTICLE VIII — DATA, RECORDINGS, AND PRIVACY**

8.1 All video, photographic, and data recordings captured by the Drone during operations utilizing the Montague PD shall remain the property of the City of Greenfield and shall be retained, managed, and disclosed in accordance with Federal and state law, including but not limited to applicable Massachusetts public records law, M.G.L. c. 66, and the City of Greenfield's internal data management policies.

8.2 Both Parties shall comply with all applicable state and federal laws governing privacy, civil rights, and the collection of aerial imagery, including but not limited to any applicable Massachusetts UAS use restrictions or privacy protections.

8.3 Montague Police may request copies of recordings made during joint or coordinated operations for emergency management and after-action review purposes. Such requests shall be made in writing and processed in accordance with applicable law.

#### **ARTICLE IX — TERM AND TERMINATION**

9.1 This Agreement shall become effective upon execution by both Parties and shall remain in force for a period of one (1) year, unless sooner terminated as provided herein. This Agreement shall automatically renew for successive one-year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

9.2 Either Party may terminate this Agreement at any time, without cause, upon thirty (30) days' prior written notice to the other Party.

9.3 Either Party may terminate this Agreement immediately upon written notice in the event of a material breach by the other Party that remains uncured for ten (10) days following written notice of such breach.

9.4 Upon termination or expiration of this Agreement, Montague PD personnel shall immediately cease all use of the Greenfield Fire/OEM Drone, return any equipment, and ensure all outstanding post-operation reports are submitted.

## **ARTICLE X ---PERSONNEL AND COMPENATION**

10.1 Each Party shall retain sole responsibility for the of all wages, salaries, stipends, overtime, and other compensation due to its personnel, as well as all applicable taxes, withholdings, insurance, and employee benefits for fulfilling responsibilities under this Agreement. No employee of one Party shall be deemed, for any purpose under this Agreement, to be an employee, agent, or contractor of the other Party.

10.2 Each Party agrees to indemnify and hold harmless the other Party from and against any and all claims, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or related to the employment, compensation, or benefits of its own personnel.

10.3 Unless as otherwise expressly provided in this Agreement, no Party shall have any obligation to compensate or reimburse the other Party for personnel costs incurred in connection with this Agreement

## **ARTICLE XI — AMENDMENTS**

11.1 This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties. No oral amendment, modification, or waiver of any provision of this Agreement shall be binding upon either Party.

## **ARTICLE XII — ENTIRE AGREEMENT**

12.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties, whether oral or written, with respect to such subject matter.

## **ARTICLE XIII — GOVERNING LAW**

13.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any disputes arising under or related to this Agreement shall be resolved in the courts of Franklin County, Massachusetts, or as otherwise agreed by the Parties.

**ARTICLE XIV — NOTICES**

14.1 All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, first-class mail, or electronic mail with confirmation of receipt, addressed as follows:

<p><b>MONTAGUE PD</b> Chief of Police Town of Montague Police Department 180 Turnpike Road Turners Falls, MA 01376</p>	<p><b>GREENFIELD FIRE/OEM</b> Fire Chief / Emergency Management Director City of Greenfield Fire Department 41 Main Street Greenfield, MA 01301</p>
--	---

**ARTICLE XV — COUNTERPARTS AND ELECTRONIC SIGNATURES**

15.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

**IN WITNESS WHEREOF**

The authorized representatives of the Parties have executed this Intermunicipal Agreement as of the date first written above.

**TOWN OF MONTAGUE POLICE  
DEPARTMENT**

**CITY OF GREENFIELD FIRE DEPARTMENT /  
OFFICE OF EMERGENCY MANAGEMENT**

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

\_\_\_\_\_  
*Signature of Fire Chief / EM Director*

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Selectboard, Town of Montague*

\_\_\_\_\_  
*Mayor, City of Greenfield*

— END OF AGREEMENT —

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**The TOWN OF MONTAGUE**  
**AND**  
**FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**  
**To provide \$45,200 of funding for**  
**Work to update the Housing Production Plan**

This Memorandum of Understanding (hereinafter referred to as “Agreement”) is by and between the Town of Montague, Massachusetts (hereinafter referred to as the “Town”), having a usual place of business at 1 Avenue A, Turners Falls, MA 01376 and the Franklin Regional Council of Governments, hereinafter called “FRCOG”, doing business at 12 Olive St. Ste 2, Greenfield, MA 01301. This agreement is effective as of June 15, 2026.

Whereas the TOWN proposes to engage the FRCOG for the completion of the tasks outlined in Article 2 – Scope of Services.

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

**ARTICLE 1 ENGAGEMENT OF THE FRCOG**

The TOWN hereby engages the FRCOG and the FRCOG hereby accepts the engagement to perform services in connection with the preparation and completion of the tasks specified in the Scope of Services identified in Article 2.

The TOWN may terminate this Agreement for nonperformance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from the TOWN to the FRCOG that the Agreement or any portion thereof is to be terminated, the FRCOG shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the FRCOG and shall transmit the same to the TOWN on or before the fifteenth (15th) day following the receipt of the written notice of termination together with evaluation of the cost of the work performed. The FRCOG shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the FRCOG.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

## **ARTICLE 2 – SCOPE OF SERVICES of THE FRCOG**

FRCOG will provide technical assistance to the TOWN in support of the TOWN’S project to update a Housing Production Plan. See Attachment A for detailed scope of services.

The FRCOG shall perform the professional services in accordance with this Agreement.

The FRCOG shall receive prior approval from the TOWN for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The FRCOG is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of TOWN and any work performed without the prior written agreement of the TOWN, shall not be considered as work under this Agreement and payment for such work will not be allowed. The FRCOG shall complete all work as specified in this Article.

## **ARTICLE 3 – TIME OF PERFORMANCE**

The time period covered under this agreement is from Agreement signing through June 30, 2027. This Agreement may be extended by mutual written consent of the parties.

## **ARTICLE 4 RESPONSIBILITIES OF THE TOWN**

TOWN shall make available to the FRCOG copies of all available information pertinent to the project.

## **ARTICLE 5 PAYMENTS**

The FRCOG shall be compensated on a cost reimbursement basis for services to be performed under this Agreement.

First class transportation and alcohol expenses are prohibited.

Payment will be made after the submission of an invoice in accordance with this section and the Scope of Services and typically within two weeks after receipt of invoice from the FRCOG.

The final invoice for this project shall be submitted to the TOWN no later than July 3, 2027.

The amount to be paid to the FRCOG in this Agreement shall in no event exceed \$45,200.00.

## **ARTICLE 6 OWNERSHIP OF WORK PRODUCT**

All “Work Product” is public information. “Work Product” consists of all reports, notes, plans, creative materials and other information prepared by the FRCOG under this Agreement. 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. All material produced under the terms of this Agreement is public property and cannot be copyrighted.

#### **ARTICLE 7 SEVERABILITY & APPLICABLE LAW**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

#### **ARTICLE 8 AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

#### **ARTICLE 9 ASSIGNABILITY**

The FRCOG shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the TOWN. No subcontract may be awarded by the FRCOG, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the TOWN.

#### **ARTICLE 10 - CONFLICT OF INTEREST**

No officer, employee, agent, or member of FRCOG or the TOWN shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or the TOWN, whether such interest is direct or indirect. FRCOG and the TOWN shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

#### **ARTICLE 11 NON DISCRIMINATION**

The FRCOG shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

## **ARTICLE 12 INDEMNITY and INSURANCE**

The TOWN shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the TOWN from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L.c. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The FRCOG shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts

## **ARTICLE 13 FORCE MAJEURE**

Neither the FRCOG nor the TOWN shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

## **ARTICLE 14 GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

## **ARTICLE 15 - VIOLATION OF LAW**

The FRCOG shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

**ARTICLE 16 – AVAILABILITY OF FUNDS**

The compensation provided by this Agreement is subject to the continued availability of *source of funds goes here* and appropriations and the continued availability of any other funds anticipated or earmarked for the work hereunder.

**ARTICLE 17: MARGINAL HEADINGS, PRONOUNS**

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

**ARTICLE 18- - ENTIRE UNDERSTANDING**

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

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the dates written below:

For the TOWN OF MONTAGUE:

\_\_\_\_\_  
Richard Kuklewicz  
Chair, Select Board

\_\_\_\_\_  
Date

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

\_\_\_\_\_  
Linda Dunlavy  
Executive Director

\_\_\_\_\_  
Date

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator [civilrights@frcog.org](mailto:civilrights@frcog.org).

For FRCOG Use Only

Contract Reviewed by Procurement: lp 5/28/26\_\_\_Finance:\_\_\_cem, 5/28/26\_\_\_ Grant Line #

\_\_\_\_\_  
Initial Initial

# Montague Housing Production Plan Update

## CONSULTANT SCOPE OF SERVICES

*May 7, 2026*

*Prepared by  
Franklin Regional Council of Governments*



# **MONTAGUE COMPREHENSIVE PLAN UPDATE – CONSULTANT SCOPE OF SERVICES**

*May 7, 2026*

This scope of services proposes to update the 2015 Montague Housing Production Plan with the goal of creating a housing production plan that meets all EOHLC requirements and provides the town with a proactive strategy for planning and developing affordable housing.

The new plan will update the 2015 Montague Housing Production Plan by building on the FRCOG's recent partnership with the Town on the creation of the Five Villages: One Future Comprehensive Plan, which included a robust public engagement process. There has been ongoing conversation about housing and coalition building in Town. The information and public feedback from this existing work will also be used to inform the updated Housing Production Plan.

## **Overview of a Housing Production Plan according to EOHLC Guidelines:**

A Housing Production Plan (HPP) in 760 CMR 56.03(4) is a proactive strategy for planning and developing affordable housing. It should be developed with opportunities for community residents to become informed of the planning process and the plan, and to provide input. The HPP will assist communities to plan for low and moderate income residents by providing a diverse housing supply.

The HPP identifies the housing needs of a community and the strategies it will use to make progress in facilitating the development of affordable housing. The HPP must be consistent with the regulation and these Guidelines. (EOHLC Housing Production Plan Guidelines: <https://www.mass.gov/doc/housing-production-plan-guidelines/download>)

FRCOG staff will conduct the following tasks to support the Town of Montague in creating an EOHLC-approved Housing Production Plan. Accompanying this scope of work is a project budget.

## **TASK 1: Conduct Public Outreach to Engage the Community in the Planning Process and Gather Public Input on Housing Needs, Goals, and Strategies**

### **Subtasks:**

- 1.1 FRCOG will assist the Town with public outreach to gather public input on housing needs and proposed goals and strategies. Outreach strategies will include five community input sessions in-person or virtual (to be determined), in each of Montague's five villages, and one virtual community-wide open house near the end of the project to obtain public feedback on the draft HPP. These meetings will also be conducted in coordination with the Montague Housing Coalition.
- 1.2 FRCOG staff will create educational materials and handouts for public outreach and engagement, as necessary, and assist with distribution and dissemination of materials.
- 1.3 With assistance from the Town Planner, FRCOG will conduct consultation meetings with Town Officials and Boards on housing issues, future projects, and potential goals and strategies.

### **Deliverables:**

- Facilitate chosen public outreach and engagement methods
- Educational and outreach materials (including visualizations)

## **TASK 2: Complete the Housing Needs Assessment Section of the Housing Production Plan**

### **Subtasks:**

- 2.1 Staff will compile, analyze, and present data on demographic and housing trends in Montague and the region, including:
  - a. Community demographics – population, age, households, income & employment, race & ethnicity
  - b. Housing characteristics – units, tenancy & vacancy, housing type, age, new development
  - c. Housing market and affordability – home sales, rents, housing cost-burden, existing affordable housing, identification of gaps in housing affordability
  - d. Future housing demand - housing needs in the next 5-10 years based on projected household growth, age, and income level

- e. Identification of housing needs – types and affordability level of housing needed in Montague, based on the findings of a.) through d.) and public outreach (see Task 1)

**Deliverables:**

- Final Draft of Housing Needs Assessment

**TASK 3: Complete the Development Conditions and Constraints Section of the Housing Production Plan**

**Subtasks:**

3.1 Staff will compile and analyze the following information to understand the Development Conditions and Constraints in Montague. Much of this analysis was recently completed by the FRCOG for Montague’s Comprehensive Plan, but it will be revisited and updated with recent changes.

- a. Zoning
- b. Open Space, Recreation, and Natural Resources
- c. Brownfields
- d. Infrastructure
- e. Local Capacity to support affordable housing development

**Deliverables:**

- Final Draft of the Development Conditions and Constraints Section

**TASK 4: Identify Housing Goals and Implementation Strategies for the Housing Plan**

**Subtasks:**

4.1 FRCOG staff will assist the Town with formulating housing goals and implementation strategies based on the identified housing needs, development conditions and constraints, and public outreach.

Housing goals must address the following:

- a. The desired mix of housing, consistent with community and regional needs that is affordable for a range of income levels and is feasible within the housing market.
- b. A numerical affordable housing production goal.

Housing implementation strategies must address the following:

- c. The identification of zoning districts or geographic areas in which the Town proposes to modify current regulations for the purposes of creating SHI Eligible Housing developments to meet its housing production goal.
- d. The identification of specific sites for which the municipality will encourage the development of affordable / mixed income housing, including municipally-owned parcels.
- e. Characteristics of proposed residential or mixed-use developments that would be preferred by the Town; for example, infill development, cluster developments, adaptive re-use, transit-oriented housing, mixed-use development, and/or inclusionary zoning.
- f. Participation in regional collaborations addressing housing development.

**Deliverables:**

- Final Draft of Housing Goals and Implementation Strategies Section
- Final Draft Housing Production Plan Map

**TASK 5: Finalize the Housing Production Plan and Submit for EOHLC Review**

- 5.1 FRCOG Staff will finalize all sections of the plan in consultation with the Town Planner. Staff will create an Introduction section and Executive Summary.
- 5.2 FRCOG Staff will assist the Town Planner with presenting the Plan for adoption at a Selectboard Meeting and a Planning Board Meeting.
- 5.3 FRCOG Staff will assist the Town Planner with the submittal process to EOHLC. In the event revisions are required by EOHLC, FRCOG staff will assist with making the revisions in consultation with the Town Planner.
- 5.4 FRCOG staff will provide final electronic files of the Plan and any supporting documents to the Town.

**Deliverables:**

- Attendance at two (2) meetings to assist the Town Planner present the Plan for adoption by the Selectboard and Planning Board
- Final draft Plan documents for EOHLC review
- Final compiled Plan documents and printed copies once approved by EOHLC

### **TASK 6: Administration**

Prepare quarterly reports and invoices for the grant funder and the Town of Montague. Coordinate with town staff.

#### **Deliverables:**

- Quarterly reports and invoices

#### **EXPECTATIONS of Town Staff:**

- Guidance and input on public outreach formats and methods.
- Facilitate communication and meetings with necessary Town departments and officials.
- Provide feedback on draft documents.
- Manage the formal adoption process for the HPP, including presentations to the Planning Board and Select Board for adoption.

### **PROJECT BUDGET SUMMARY**

<b>Task</b>	<b>Budget</b>	<b>Timeframe</b>
1) Public Outreach & Engagement	\$ 16,000	August 2026 – June 2027
2) Housing Needs Assessment	\$ 7,000	July 2026 – October 2026
3) Identify Conditions & Constraints	\$ 4,900	September 2026 – December 2026
4) Identify Goals & Strategies	\$ 6,400	November 2026 – April 2027
6) Finalize Plan and Adoption Support	\$ 4,900	April 2027 – June 2027
7) Project Administration	\$ 4,000	July 2026 – June 2027
<i>Direct costs (travel, printing, social media, mailings)</i>	<i>\$ 2,000</i>	
<b>Total Budget</b>	<b>\$ 45,200</b>	

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE TOWN OF Montague, MASSACHUSETTS  
AND  
Bowman Consulting Group, Ltd. (“Bowman”)**

THIS AGREEMENT made this 9<sup>th</sup> day of June, 2026 between Bowman Consulting Group, Ltd. (“Bowman”) with a usual place of business at 94 North Elm St, Suite 210, Westfield, MA, 01085, hereinafter called the “CONTRACTOR,” and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the “TOWN”.

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

1. Scope of Work

The CONTRACTOR shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a lump sum of \$35,700, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$35,700 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on July 1, 2026 and shall expire on March 31, 2027, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The CONTRACTOR shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and construction management profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

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

B. Deliverables, Ownership of Documents: One (1) reproducible copy of any and all drawings, plans, specifications, reports and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefor to the CONTRACTOR. Ownership of stamped drawings and specifications shall not include the CONTRACTOR's certification or stamp. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal

exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the CONTRACTOR shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the CONTRACTOR to perform additional services, the CONTRACTOR shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the CONTRACTOR shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the CONTRACTOR shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the CONTRACTOR of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

- A. The CONTRACTOR shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

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

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

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

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

## 12. Notice

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

## 13. Termination

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

## 14. Miscellaneous

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


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

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

TOWN OF MONTAGUE:

Bowman Consulting Group, Ltd.  
("Bowman")

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

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

Print Name: Richard Kuklewicz

Print Name: Paul Furgal

Title: Selectboard Chair

Title: New England Deputy Regional  
Manager, Bowman

519856/KOPE/0003

**Exhibit A**  
Scope of Services

May 27, 2026

**Maureen Pollock**  
Planning Director  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

**RE:    Transportation Planning Services  
        Montague Greenway Network Routing Assessment  
        Montague, MA**

Dear Ms. Pollock,

**Bowman** is pleased to submit this proposal for transportation planning and engineering services to complete an assessment of the feasibility of a town-wide network of shared-use paths to connect Montague's 5 villages together. The proposed network includes on-road segments along key corridors and off-road segments through the Montague Plains Wildlife Management Area (WMA). The goal of this assessment is to provide the Town with an understanding of the constraints, opportunities, costs, and schematic design associated with the project and to provide guidance on next steps to advance the project.

## **Project Understanding**

This scope of work has been developed through conversation with Town staff and is based on the understanding that a preliminary network of segments has been identified. The Montague Greenway Network Routing Assessment would compile mapping, field observations, and schematic cross section illustrations into a preliminary, planning-level evaluation of potential shared-use path opportunities, as identified in materials provided by the Town on April 9, 2026. The assessment would focus on identifying key constraints and opportunities, reviewing right-of-way considerations, and developing representative cross sections, cost ranges, and implementation guidance to support early decision-making and position the Town for future funding and more detailed analysis and design.

### **Study Corridors include:**

#### On-Road Segments

1. Millers Falls Road (from Millers Falls to Unity St) – 3.4 miles
2. Turnpike Road (from Millers Falls Rd to Montague City) – 2.0 miles
3. Turners Falls Road (from Montague Center to Unity St) – 4.6 miles
4. Unity Street and First Street (from Turners Falls Rd to Unity Park and DCR Canalside Rail Trail) – 0.5 miles
5. Lake Pleasant Road (from Millers Falls Road to ROW starting near 56 Lake Pleasant Rd) – 1.7 miles

#### Off-Road Segments

6. Plains Road (dirt road that cuts through Montague Plains WMA) – 1.8 miles

7. Town-owned ROW<sup>1</sup> starting near 56 Lake Pleasant Rd (from Lake Pleasant Rd to Turners Falls Rd) – 1.1 miles

## Scope of Services

Our scope of services is broken out into seven (7) tasks as follows.

### Task 1: Constraints Mapping

Using publicly available GIS data (MassMapper, Town of Montague), develop a series of planning-level maps illustrating key constraints and opportunities for each corridor. These will include environmental constraints (wetlands, rare habitat), right-of-way context (parcel data), vertical profile (contours), and connectivity to existing and planned trail and bikeway networks.

- Includes one town-wide overview map and a set of corridor-based maps (grouping corridors where appropriate) covering the seven study corridors.
- Maps will be produced at 11x17 format at an approximate scale of 1" = 400'.

### Task 2: Site Visit

Travel to Montague to assess and verify conditions of on and off-road segments. The project team will walk off-road segments and drive on-road segments, with stops along roadways where safe and appropriate. The site visit will document existing conditions through field notes and photographs, confirm mapping assumptions, identify additional constraints and opportunities, and provide the team with an understanding of corridor context and feasibility considerations.

### Task 3: Develop Typologies and Typical Cross Sections

Using knowledge gained from constraints and opportunities mapping and the field visit, develop up to 4 trail typologies based on conditions, including ROW width, environmental sensitivity, utility conflicts, and other identified constraints. For each typology, develop an illustrative cross-section diagram showing the vertical profile of each trail typology.

Apply the typologies to each corridor segment and identify areas where constraints may significantly affect implementation. This will include noting segments, or portions thereof, where conditions such as constrained right-of-way, potential property impacts, or the need for structural elements (e.g., retaining walls or bridges) may present notable challenges.

This evaluation is intended as a planning-level screening to help prioritize corridors and identify key challenges; it does not represent a definitive determination of feasibility.

- Identify up to four (4) trail typologies
- Develop typical cross-section diagrams for each typology
- Apply typologies to the study corridors based on observed conditions and identified constraints

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<sup>1</sup>As portrayed on materials sent from Town on April 9, 2026. Town to confirm ROW ownership.

- Identify and describe segments with substantial constraints or potential feasibility concerns
- Document key factors contributing to implementation complexity

#### Task 4: Feasibility Review

Conduct a planning-level review of key factors influencing implementation, including permitting considerations, accessibility requirements (ADA and Forest Service Trail Accessibility Guidelines), and regional connectivity. This task will also include a high-level review of the Montague Plains Wildlife Management Plan to identify considerations such as habitat protection and seasonal use constraints, such as hunting, that may influence trail alignment and design.

Summarize key feasibility considerations by corridor and provide high-level recommendations to inform project prioritization and next steps.

#### Task 5: Order of Magnitude Cost Estimates

Develop planning-level, order-of-magnitude cost estimates for each trail typology (up to four), including typical construction costs and associated design and engineering allowances. Apply these unit costs to the mapped extents of each typology to estimate total corridor-level costs.

These estimates are intended for planning and prioritization purposes and will not reflect site-specific design or detailed quantity takeoffs.

#### Task 6: Final Deliverable

Compile all mapping, typologies, cross sections, feasibility considerations, and cost estimates into a cohesive and illustrative Preliminary Opportunities Assessment. The document will present corridor-specific findings, highlight key constraints and opportunities, and provide guidance on next steps to advance priority segments.

The deliverable will identify corridors that may offer more favorable conditions for advancement, based on feasibility considerations and implementation complexity, to help inform the Town's next steps.

#### Task 7: Coordination Meetings

Conduct up to four (4) coordination meetings, including three (3) virtual meetings with the Town and one (1) in-person community walk. One meeting will include coordination with regional and state partners (e.g., FRCOG, MassWildlife, DCR, MOOR) to review findings and gather input on feasibility considerations and implementation opportunities.

#### Notes

- Community engagement to be led by the Town; consultant role limited to incorporation of engagement outcomes into project materials.
- Town to research ROW ownership.
- Town to coordinate with PVPC, FRCOG, and other state agencies on funding opportunities. Consultant to include results in final deliverable.
- This effort is intended as a preliminary, planning-level assessment and does not include detailed engineering, surveying, or right-of-way determination.

## Project Schedule

Bowman initially anticipates the following schedule for the project tasks and will work with the Town as the project progresses to adjust the schedule as needed.

Month	1	2	3	4	5	6	7	8	9
Task	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Task 1: Constraints Mapping									
Task 2: Site Visit									
Task 3: Typologies and Cross Sections									
Task 4: Feasibility Review									
Task 5: Cost Estimates									
Task 6: Final Deliverable Preparation									
Task 7: Coordination Meetings	Kick Off		Other Agencies	Site Walk				Final Meeting	

## Fee

Bowman will perform the tasks, as outlined above for a lump sum fee of \$35,700 inclusive of out-of-pocket expenses.

We appreciate the opportunity to provide this proposal and look forward to reviewing it with you in greater detail. Should you have any questions, please contact me at (401) 216-7803 or [eric.weis@bowman.com](mailto:eric.weis@bowman.com).

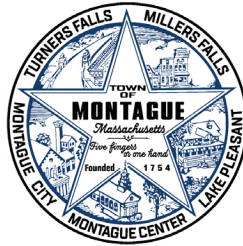
Sincerely,



**Eric Weis, AICP**  
Project Manager

Request for Quotes  
Town of Montague  
Avenue A Streetscape Planter Maintenance Services

Issued June 17, 2026



No. RFQ-FY26-08

**Quotes DUE:**

**July 1, 2026**

Late Quotes Will Be Rejected

**SEND COMPLETED SUBMISSIONS TO:**

Town of Montague

Attn: Fern Smith

1 Avenue A

Turners Falls, MA 01376

[ferns@montague-ma.gov](mailto:ferns@montague-ma.gov)

## **OVERVIEW**

The Town of Montague is seeking quotes from qualified landscape maintenance contractors to provide seasonal horticultural maintenance services for thirty-one (31) streetscape planters located on Avenue A in downtown Turners Falls. The intent of this contract is to maintain attractive, healthy, and visually appealing public plantings that enhance the downtown environment.

The selected contractor shall furnish all labor, supervision, tools, equipment, and materials necessary to perform the services identified in this Scope of Work unless otherwise specified herein.

## **CONTRACT TERM**

The anticipated contract term shall extend from approximately July 1 through November 15, 2026, with the option for annual renewal upon mutual agreement and appropriation of funds, for a total of no more than three (3) years. Subsequent terms after the initial year shall extend from approximately May 1 through November 15.

## **CONTRACT AMOUNT**

### **Project Scope:**

The total contract amount for services described in this Scope of Work shall not exceed Seven Thousand Dollars (\$7,000.00) for the initial contract term. It shall not exceed Ten Thousand Dollars (\$10,000.00) for any subsequent contract term.

Respondents shall submit a detailed fee proposal identifying:

- Seasonal maintenance costs;
- Plant material costs;
- Costs associated with the annual planter enhancement program; and
- Any optional or supplemental services.

The Town reserves the right to negotiate final scope and pricing with the selected proposer and to reduce or expand services based on available funding and operational needs.

## **SCOPE OF SERVICES**

### **A) Services Provided by the Montague Department of Public Works (DPW)**

The Town's DPW shall be responsible for the following:

- 1) Spring preparation of all planters, including:
  - Removal of winter debris and dead plant material;
  - Soil preparation and amendment;
  - Mulch installation; and

- Inspection and repair coordination for planter infrastructure.
- 2) Watering of all planters throughout the growing season.
- 3) Removal and disposal of bagged debris and litter generated by the contractor.
- 4) Pruning, maintenance, and replacement of public shade trees in the planters

The contractor shall coordinate all work activities directly with the DPW Superintendent or their designee.

#### B) Contractor Responsibilities

The contractor shall provide routine horticultural maintenance services for all thirty-one (31) downtown streetscape planters.

##### 1) Seasonal Plant Installation

The contractor shall:

- Furnish and install seasonal annual flowers and supplemental plantings approved by the Town;
- Coordinate plant selection, color palette, and planting layouts with the DPW Superintendent;
- Replace dead or failing plant material as necessary to maintain overall planter appearance.

##### 2) Routine Maintenance

The contractor shall maintain all planters on a regular basis sufficient to ensure healthy and attractive conditions throughout the growing season.

Routine maintenance shall include:

###### a) Weeding

- Remove weeds during each service visit.

###### b) Deadheading and Pruning

- Remove spent blooms and prune plant material as needed to maintain appearance and promote continued flowering.

###### c) Fertilization

- Apply fertilizer and soil supplements as necessary for plant health.

###### d) Pest and Disease Monitoring

- Monitor planters for insects, disease, or other horticultural issues.
- Promptly notify the DPW Superintendent of significant issues requiring attention.

###### e) Litter Collection

- Remove litter and debris from planters during each visit and place material in bags for DPW pickup and disposal.

###### f) Plant Replacement

- Replace dead, diseased, or severely damaged plants as needed to maintain consistent appearance standards.

C) Annual Planter Enhancement Program

In addition to routine maintenance services, the contractor shall provide an annual enhancement program for up to two (2) streetscape planters per contract year.

Enhancement work may include:

- Redesign of planter layouts;
- Introduction of new plant varieties or seasonal themes;
- Replacement of underperforming or overgrown plant material; and
- Soil improvement and planting modifications intended to improve long-term appearance and sustainability.

The specific planters selected for enhancement each year shall be determined collaboratively between the contractor and the DPW Superintendent.

Contractors are encouraged to propose creative and visually impactful planting concepts appropriate for a downtown streetscape environment.

D) Community and Business Partnerships

The Town encourages the selected contractor to collaborate with local businesses, property owners, civic organizations, and community stakeholders to enhance the downtown planter program.

Such collaboration may include:

- Sponsorships;
- Donations of plant materials or supplies;
- In-kind services;
- Supplemental seasonal decorations; or
- Coordinated beautification initiatives.

Any supplemental improvements or enhancements provided through private support shall be coordinated with and approved by the DPW Superintendent to ensure consistency with Town standards and aesthetics.

Participation in partnership efforts is encouraged but shall not be required as part of the base contract scope.

E) Limited Recognition Signage

To support the long-term sustainability and affordability of the downtown planter program, the Town may permit the contractor to install limited recognition signage within select streetscape planters.

Subject to approval by the DPW Superintendent, the contractor may install up to eight (8) signs identifying the contractor and/or supporting sponsors associated with planter maintenance activities.

The following conditions shall apply:

- Signs shall not exceed ten inches by ten inches (10" x 10") in size.
- Sign design, materials, colors, wording, and placement shall be subject to prior approval by the Town.

- Signage shall be professional, aesthetically compatible with the downtown streetscape, and maintained in good condition throughout the contract term.
- Signs may include wording such as “Maintained By,” “Supported By,” or similar recognition language approved by the Town.
- Excessive commercial advertising, illuminated signage, political messaging, or content deemed inappropriate by the Town shall be prohibited.
- The Town reserves the right to require removal or modification of any sign that does not meet Town standards or becomes damaged, unsightly, or inconsistent with the public character of the downtown area.

The contractor may coordinate sponsorships, donations, or in-kind support from private businesses to supplement planter enhancement efforts, provided all arrangements are disclosed to and approved by the DPW Superintendent.

#### F) Fall Cleanup

At the conclusion of the growing season, the contractor shall:

- Remove annual plantings;
- Cut back seasonal vegetation as appropriate;
- Bag all debris for DPW removal; and
- Leave planters in a neat and orderly winter condition.

### **SERVICE FREQUENCY**

The contractor shall service all planters a minimum of one (1) time per week during the growing season, with additional visits as necessary to maintain acceptable appearance and plant health standards.

The Town reserves the right to request supplemental maintenance visits if conditions warrant.

### **COORDINATION REQUIREMENTS**

1. The contractor shall coordinate scheduling and operational issues directly with the DPW Superintendent or designated representative.
2. The contractor shall maintain reliable communication and promptly respond to Town requests or identified maintenance concerns.
3. The Town may conduct periodic inspections to evaluate contractor performance and compliance with contract requirements.

### **PERFORMANCE STANDARDS**

All work shall be performed in accordance with accepted horticultural and landscape maintenance practices.

Planters shall be maintained:

- Free of weeds and excessive debris;

- Properly groomed and pruned;
- Healthy and visually attractive; and
- In a condition suitable for a prominent downtown streetscape environment.

Failure to maintain acceptable standards may result in corrective action requests, withholding of payment, or contract termination.

## **CONTRACTOR REQUIREMENTS**

The contractor shall:

- Provide all necessary labor, supervision, hand tools, fertilizers, and plant materials unless otherwise specified;
- Maintain all required licenses and certifications;
- Comply with all applicable OSHA and workplace safety regulations;
- Protect pedestrians and adjacent public infrastructure during operations; and
- Maintain insurance coverage as required by the Town.

## **PROPOSAL REQUIREMENTS**

Proposals shall include:

1. Company qualifications and relevant experience with municipal or commercial planter maintenance;
2. References from similar projects;
3. Proposed maintenance approach and schedule;
4. Staffing plan and equipment list;
5. Description of any experience with public-private beautification partnerships, sponsorship programs, or community-supported landscape initiatives;
6. Detailed cost proposal, including:
  - Seasonal maintenance pricing;
  - Plant material pricing;
  - Pricing for annual planter enhancement work;
  - Pricing for optional or supplemental services; and
7. Proof of insurance.

## **INSURANCE REQUIREMENTS**

The selected contractor shall provide certificates of insurance meeting Town requirements, including:

- General Liability Insurance;
- Workers' Compensation Insurance; and
- Automobile Liability Insurance.

The Town of Montague shall be named as an additional insured where applicable.

## **OPTIONAL ADD ALTERNATES**

The Town may request separate pricing for:

- Additional downtown planter locations;
- Perennial enhancement plantings; and
- Emergency or special event planter services.

## **QUOTE SUBMISSION INSTRUCTIONS**

Quotes shall be submitted via email labelled:

**“Avenue A Streetscape Planter Maintenance Services Proposal”**

Proposals shall be submitted to:

Town of Montague

Selectboard Office

Fern Smith, Executive Assistant

[ferns@montague-ma.gov](mailto:ferns@montague-ma.gov)

Proposals must be received no later than:

July 1, 2026 at 1:00 PM

Late submissions will be rejected.

Questions regarding this Request for Quotes shall be directed to:

Chris Nolan-Zeller Assistant Town Administrator

[chrisn@montague-ma.gov](mailto:chrisn@montague-ma.gov)

(413) 863-3200 x109

The Town reserves the right to reject any or all quotes, waive informalities, and award the contract in the best interest of the Town.

**Attachment A  
Proposal Submission Form**

**Avenue A Streetscape Planter Maintenance Services**

**1. Bidder Information**

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

Contact Person: \_\_\_\_\_

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

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

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

Website (if applicable): \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

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

**2. Company Qualifications**

Provide a brief description of your company and relevant experience performing similar municipal, commercial, or downtown landscape maintenance services.

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**3. References**

Provide at least three (3) references for similar projects completed within the last five years.

**Reference 1**

Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Description of Services: \_\_\_\_\_

**Reference 2**

Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Description of Services: \_\_\_\_\_

**4. Maintenance Approach**

Describe your proposed maintenance schedule, staffing approach, and methods for maintaining healthy and visually attractive streetscape planters.

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**5. Annual Planter Enhancement Program**

Describe your approach to the annual enhancement of up to two (2) planters, including any proposed themes, design concepts, or sustainability strategies.

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**6. Community Partnerships and Sponsorships**

Describe any experience with sponsorships, beautification partnerships, community-supported landscape programs, or proposed collaboration with local businesses.

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**7. Recognition Signage (Optional)**

If proposing use of the limited recognition signage provision, provide a brief description of the proposed signage approach and sponsorship strategy.

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**8. Cost Proposal (Initial Term: July 1 – November 15, 2026)**

**Base Seasonal Maintenance Services**

\$ \_\_\_\_\_

**Seasonal Plant Material Costs**

\$ \_\_\_\_\_

**Annual Planter Enhancement Program**

\$ \_\_\_\_\_

**Optional or Supplemental Services**

\$ \_\_\_\_\_

**Total Proposed Contract Amount**

\$ \_\_\_\_\_

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**9. Certifications**

The undersigned certifies that:

- The information contained in this proposal is accurate and complete;
- The proposer has reviewed the Scope of Services and related requirements; and
- The proposer is authorized to submit this proposal on behalf of the business identified herein.

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

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

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

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

**Attachment B**  
**Proposal Submission Checklist**

Please include the following items with your proposal submission:

- Completed Proposal Submission Form
- Company Qualifications
- Two (2) References
- Proposed Maintenance Approach and Schedule
- Staffing/volunteer Plan
- Cost Proposal
- Description of Community Partnership Experience (if applicable)
- Proof of Insurance
- Any Supplemental Information or Proposed Enhancements

Incomplete proposals may be considered non-responsive.

## TOWN OF MONTAGUE SURPLUS DISPOSAL POLICY

- A. Purpose – The Town of Montague Surplus Disposal Policy provides written procedures for the disposal of tangible supplies and equipment with an estimated net value of less than \$10,000. Disposal of supplies and equipment with a value equal to or greater than \$10,000 shall be conducted in accordance with Massachusetts General Laws Chapter 30B, Section 15.
- B. Definitions
1. Surplus – Supplies and equipment no longer useful to the Town of Montague but having a resale or salvage value of ten dollars or more.
  2. Estimated Net Value – The estimated resale or salvage value as determined by the Department Head with custody of the supply or equipment. Such estimated value may be based on cost less depreciation, known cost of similar items in similar condition, estimates from consultants, or the judgment of the Department Head. The estimated net value shall be reviewed by the Chief Procurement Officer for reasonableness.
  3. No-Value Surplus - Supplies and equipment no longer useful to the Town of Montague and having resale or salvage value of less than ten dollars.
  4. Computer – A personal computer or file server.
  5. Non-Profit – An organization with charitable status under IRS code 501(c)(3) or other applicable subsection.
- C. Process
1. The Chief Procurement Officer shall designate an item or group of similar items as Surplus or No-Value Surplus upon written request of the Department Head. The designation shall include the estimated net value of the item.
  2. All designations of Surplus and No-Value Surplus shall be submitted to the Town Accountant in writing so that inventory records can be updated.
  3. No-Value Surplus shall be disposed of as normal trash in conformance with solid waste disposal regulations. If there are any questions regarding proper disposal, contact the Department of Public Works. All disposal of electronic equipment must be done through the Department of Public Works; contact the Public Works Superintendent for details.
  4. A listing shall be created of all Surplus items, including the date identified as surplus, the estimated net value, the current location, and the Town employee to contact regarding each item. This listing shall be made public on the Town website.
  5. Interested parties must submit a bid for the item through an electronic bidding service utilized by the Town (e.g., Municibid). The bidder must meet the user requirements established by the bidding service and complete all required fields in order for their offer to be considered. Bidders who wish to inspect items must follow the inspection process described in the electronic listing.  
Non-profits that are interested in the item but do not wish to submit a bid shall submit a written notification of interest to the Chief Procurement Officer (via email or other method designated by the Town). The notification shall include a description of the item, the name, address, phone number, and email address of the non-profit, and the name of a contact person.

6. Ten business days after an item is publicly posted as Surplus, the Town shall determine the highest bid, notify the successful bidder, and arrange for pickup of the item.
7. The successful bidder is responsible for picking up the item. At or prior to pickup, the successful bidder must present a check, payable to the Town of Montague, in the amount of the bid.
8. If no bid is received within ten business days, the Town shall offer the item to a non-profit that submitted a notification of interest. If more than one non-profit has submitted a notification of interest, the item shall be offered to the non-profit that first submitted a complete notification of interest, as determined by the date and time of receipt by the Chief Procurement Officer.
9. If there is no bid or notification of interest for an item, the item may either be disposed of as normal trash in conformance with solid waste disposal regulations, or the Town may choose to re-bid the item. Questions regarding this policy shall be directed to the Chief Procurement Officer. Questions regarding proper disposal of items shall be directed to the Department of Public Works. All disposal of electronic equipment must be conducted through the Department of Public Works; contact the Public Works Superintendent for details.
10. Final disposition of all Surplus and No-Value Surplus shall be reported in writing to the Town Accountant so that inventory records can be updated.

D. Miscellaneous

1. Computers designated as surplus shall have the hard drive removed. A designated employee shall retain the hard drives until they can be properly disposed of. This ensures that unauthorized persons cannot retrieve sensitive or protected data.
2. Any equipment disposed of under this policy shall have no express or implied warranty, and the recipient accepts the item “as is” without any guarantee of usefulness.
3. The Chief Procurement Officer shall determine whether the estimated net value and designation as Surplus or No-Value Surplus apply to a specific item or a group of similar items.
4. Before declaring an item surplus, a Department Head may offer the item to another Town department that could reasonably be expected to use it for its intended purpose. The Chief Procurement Officer must be notified in writing of any such transfer. If no other department is interested, the Department Head shall proceed with the surplus disposal process.

Approved: February 24, 2003

Revised June 15, 2026

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Richard Kuklewicz, Chair

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Marina Goldman

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Nathanael Card Schiffbauer

CONSULTANT AGREEMENT FOR THE DEVELOPMENT AND MANAGEMENT  
OF THE TOWN'S MUNICIPAL AGGREGATION PROGRAM

This AGREEMENT ("Agreement" or "Contract") made this 15<sup>th</sup> day of June 2026 between the Town of Montague, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 1 Avenue A, Turners Falls, MA 01376, hereinafter referred to as the "Town", and MassPowerChoice, LLC, a Massachusetts corporation having a usual place of business at 85 Merrimac St., Boston, MA 02114, hereinafter referred to as the "Contractor."

WHEREAS, the Town wishes to engage a municipal aggregation consultant; and

WHEREAS, the Contractor wishes to provide municipal aggregation consulting services;

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the development and management of a Municipal Aggregation Program pursuant to M.G.L. c. 164 § 134(a) as set forth in the Scope of Services, attached as Attachment 1 hereto and incorporated herein.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards for such services in Massachusetts. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care and the orderly progress of the work, and in conformance with the Scope of Services set forth in Attachment 1 attached hereto.

3. Initial Term and Extended Terms

The term of this Contract shall be for three (3) years, commencing on June 16, 2026, and ending on June 15, 2029, unless sooner terminated. In the event the Town elects, in its sole discretion, to execute any supply agreement procured by the Contractor pursuant to this agreement, which supply agreement extends beyond the term of this Agreement, the Town shall have the discretion, by written amendment, to extend the term of this Agreement so as to be coterminous with such supply agreement.

4. Payment

The Contractor shall be paid as follows for services rendered in accordance with this Contract:

A monthly amount shall be paid by the electricity supplier selected for the Energy Aggregation

Program to the Contractor based upon the electricity supplied to consumers in the Town's Energy Aggregation Program at a rate of one tenth of one cent (\$.001) per kilowatt/hour (kWh) during the initial term or any extended term of any energy supply agreement procured by Contractor and executed by the Town during the term of this Contract. If no energy supply contract is executed by the Town during the term of this Contract, no payment obligation on the part of the Town shall arise whatsoever out of this Contract.

The Town shall not be obligated to pay for any services rendered by the Contractor, a subcontractor, or any person acting on behalf of the Contractor or a subcontractor under this Contract. The Contractor's compensation shall be paid by the energy supplier serving the Energy Aggregation Program. The Town shall not be obligated under this Contract to pay for any electricity supplied to consumers under any contract between the Town and an energy supplier.

5. Warranty

The Contractor shall furnish all labor and materials necessary for the performance of the services required by this Contract. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have in its employ, a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

The Contractor represents and warrants that it, or one of its members, has the required licenses and expertise to provide the scope of services, including an electricity broker license from the Massachusetts Department of Public Utilities; that it is thoroughly familiar with all laws and regulations of the Commonwealth of Massachusetts addressing electricity aggregation; and that it shall perform all services under this Agreement in accordance with such laws and regulations, as well as all other applicable laws and regulations.

6. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts, and local laws applicable to the work under this Contract including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended and in effect throughout the term of this Contract and any extension or renewal thereof.

7. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence

(or combined single limit) \$2,000,000 per occurrence

Automobile Liability (if applicable)

Bodily Damage Liability \$1,000,000 per occurrence  
Property Damage Liability \$ 500,000 per occurrence  
(or combined single limit) \$2,000,000 per occurrence

Workers' Compensation Insurance

Coverage of all employees in accordance with Massachusetts General Laws.

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

8. Indemnification

The Contractor, at its sole expense, shall to the maximum extent permitted by law, indemnify and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses for bodily injury, including death, or property damage that the Town may sustain which arise out of or in connection with negligent acts or omissions in the performance of this Agreement by the Contractor, its employees, agents or other persons acting on Contractor's behalf or for whom Contractor is responsible. After prompt notification of a claim by the Town, the Contractor shall have a reasonable opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

9. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to bodily injury, including death, or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

10. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the subject matter of this Contract and that it is familiar with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent, subcontractor, or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension, or deferred compensation. The Contractor acknowledges, however, that it or its employees, agents, subcontractors, or representatives, may be considered "Municipal Employees" or "Special Municipal Employees" pursuant to G.L. c. 268A.

12. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations or the actions of any governmental agency to deny or delay any required permit or approval. Should such acts or events occur, both parties shall use their best commercially reasonable efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services under this Contract.

13. Termination

If at any time during the term of this Agreement the Contractor breaches a material term of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the reasonable satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within fifteen (15) business days. The Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within fifteen (15) business days, the Town may, at its election at any time after the expiration of said fifteen (15) business days, terminate this Agreement by giving written notice

thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, but will not be entitled to continue to collect any other payment under the Agreement.

14. Notices

Except as otherwise provided in this Contract, or agreed to in writing or by email by the Town and the Contractor, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:

Town of Montague  
1 Avenue A  
Turners Falls, MA 01376  
Attn: Town Administrator

If to Contractor:

MassPowerChoice, LLC  
85 Merrimac Street  
Boston, MA 02114  
Attn: Paul Gromer, Manager

15. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Worcester County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the

Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. The Contractor agrees that it will not be permitted to assign, subcontract, or underlet the Agreement, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written notice to and approval by the Town.
- d. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate any applicable law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- e. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express consent in advance. The Contractor shall not use the Town's seal or Town letterhead without the Town's express written consent in advance.
- f. By entering into this Contract, the Contractor certifies under the penalties of perjury that it has not been influenced by any person to enter into this Contract or relied upon any warranties or representations not set forth in this instrument. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- g. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A, that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- h. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age, genetic information, ancestry, children, marital status, veteran status, or membership in the armed services, the receiving of public assistance, or handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination.
- i. This Contract may be amended only by written agreement signed by the parties.
- j. This Contract and Attachment 1 constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- k. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or

unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

- l. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- m. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of its choice of law rules.

**IN WITNESS WHEREOF**, the Town and the Contractor have caused this Agreement to be duly executed as of the dates written below.

Town of Montague

MassPowerChoice, LLC

By: its SELECTBOARD

By: its Manager

\_\_\_\_\_  
Richard Kuklewicz, Chair

\_\_\_\_\_  
Paul Gromer

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

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

## **ATTACHMENT 1: SCOPE OF SERVICES**

### **A. Develop the aggregation plan & secure regulatory approval**

Support development and approval of the aggregation plan, including:

- Draft aggregation plan, education and outreach plan, customer opt-out notices, and template supply contract for Town approval.
- Provide materials for and participate in a public information session regarding the plan.
- Present aggregation plan and other documents to the Department of Energy Resources for review.
- File with the Department of Public Utilities (“DPU”) a petition for approval of the Town’s aggregation plan.
- Manage regulatory filings and represent Town before the DPU to obtain approval of the plan.

### **B. Provide broker services for electricity procurement**

Provide a range of technical and legal services, including energy supply contract negotiation and electricity supply procurement, including:

- Ask potential bidders to review the Town supply agreement and identify any requested exceptions.
- Request indicative (non-executable) prices from each of the shortlisted bidders.
- Issue an RFP soliciting executable prices from the shortlisted bidders for the products and services and features requested by the Town.
- Review final bids with the Town, make a contract award recommendation, and oversee contract execution.
- Manage procurements for subsequent supply contracts as required.

### **C. Oversee customer enrollment**

Work with the electricity supplier and the utility to oversee customer enrollment in the program, and provide continual support for program enrollment on an ongoing basis.

### **D. Deliver public education program**

Provide public education, including:

- Develop outreach materials such as announcements, brochures, web content, social media content, outdoor banners and signs, and slides.
- Provide and staff a customer support telephone line and email address.
- Develop and maintain a program website.

- Deliver informational presentations at community information sessions.
- Make appearances on local cable access programs and radio interviews as is possible and desired by the Town.
- Work with the supplier to send opt-out mailings to new Town residents on a rolling, monthly basis.

### **E. Provide ongoing support**

Provide ongoing support, including:

- Monitor the energy markets and advise the Town when it is timely to procure a replacement supply contract so that it is in place when the current contract lapses.
- Monitor state legislative and regulatory changes and keep the Town apprised of any changes that may impact the Town's aggregation program.
- Prepare periodic reports for the Town detailing the number of customers participating in the aggregation program, the total kilowatt-hours of electricity supplied through the aggregation program, any greenhouse gas emissions avoided, and any savings achieved relative to utility Basic Service.
- Provide all ongoing reports to regulatory authorities as required.
- Meet with the Town as requested to provide any ongoing support that is required.
- Manage any media queries and refer them back to the Town as appropriate.
- Assist the Town in any dispute that arises with the electricity supplier during the term of the supply contract.