

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, July 27, 2026

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/85221563979>

Meeting ID: 852 2156 3979 Password: 128551 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meetings: June 29 and July 13, 2026
3. 6:31 **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. 6:33 **Licensing**
 - Montague Retreat Center, 34 Chestnut Hill Rd, Leverett, MA 01054, requesting One Day Liquor License. Malt Beverages and Wine Only, for July 31, 2026, from 5pm to 9pm for a private rehearsal dinner.
5. 6:35 **Building Department Business with Bill Ketchen, Building Commissioner**
 - Recommendation to adopt new fee schedule for Building Inspections, Plumbing & Gas, and Electrical Permits, effective August 1, 2026.
 - Building Department updates
6. 6:55 **Department of Public Works Business with Sam Urkiel, Director**
 - Summer paving plan updates (Randall Wood Drive, Old Stage Rd, Kells Rd, Ripley Rd, 3rd St Alley, portions of 2nd St Alley, portions of Millers Falls Rd)
 - Notice of award for design for Avenue A Traffic Signals Engineering Project (\$110,000) from the MA Federal Funds & Infrastructure Office
 - Swamp Road Bridge Rehabilitation – notice of planned full bridge closure summer 2027.
 - Plan for expenditure of FY26 Winter Recovery Assistance Program funds (\$272,892)
 - Proposed purchase of infrastructure asset inventory software with chapter 90 funds
 - Proposed plan to update street name signs
 - Discussion: Increase in municipal trash tonnage affecting solid waste budget
 - Approve annual agreements with Franklin County Solid Waste Management District
 - 3rd party inspection of transfer station
 - Hazardous Waste collection
 - Bulky waste
 - Initial discussion of proposal to create a new Collections System Light Equipment Operator position (Grade G) and not fill Building Maintenance position (Grade G)

Montague Selectboard Meeting

July 27, 2026

Page 2

7. 7:25

Personnel Board

- Approve status change for Joshua Lemay, Detective/Patrolman to Grade D, Step 9 at \$38.54/hour retroactive to July 12, 2026, for a period of up to sixty days.
- Approve Memorandum of Agreement with NEPBA local 184 (Police Sergeants Union) regarding Police Department command structure and Lieutenant position
- Appoint Adam Kleeburg to Wastewater Mechanic effective 7/27/2026, Grade F4, at \$29.04/hour. Lateral move at same pay grade.

8. 7:30

Assistant Town Administrator's Business

- Authorize Addendum #1 with Downes Construction for Main Library Construction project construction phase Owner's Project Manager (OPM) services. Addendum value is \$570,000 to be funded with MA Board of Library Commissioners (MBLC) grant and local appropriation.
- Authorize Addendum #1 with Schwartz/Silver Architects, Inc for Main Library Construction project construction phase designer services. Addendum value is \$1,984,150 to be funded with MA Board of Library Commissioners (MBLC) grant and local appropriation.
- Review, approve and sign Disbursement Authorization # 1 in the amount of \$179,170, payable to Nunes & Sons for the FY25 MONT Avenue A Streetscape 5.2 Project.
- Review, approve, and authorize Walter Ramsey, Town Administrator, to sign Change Order #1, #2, and #3 for the FY25 MONT Avenue A Streetscape 5.2 Project. Total change order value is \$12,449.73, to be funded with project contingency from Community Development Block Grant (CDBG).
- Authorize Phase 2 Construction Funding Agreement with MassDOT for proposed bridge repair – Swamp Road over Goddard Brook (No. M-28-036)
- Other project updates

9. 7:50

Town Administrator's Business

- Proposal to initiate senior Tax Work-off Program
- Overview of Village Services Sustainability Initiative to discuss governance matters across Montague's Special Districts
- Payment in-lieu of Taxes (PILOT) Commission advocacy
- Topics not anticipated within 48 hour posting requirement

Next Meeting

Selectboard Meeting: Monday, August 10, 2026, at 6:00pm - HYBRID

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

CHECK ONE

X

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

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

DATE OF EVENT BEING APPLIED FOR: 7/31/26

1. Full name, address and phone number(s) of the organization making this application:
Montague Retreats, LLC, 177 Ripley Rd. Montague, MA
01351, 617 435-3649
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Jason Cohen, 34 Chestnut Hill Rd. Leverett, MA 01054, 617 435-3649
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES _____ NO No, but we will have a TIPS Certified bartender
4. Nature of Event Rehearsal Dinner Number of Attendees 40
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES _____ NO No
6. Location where event shall be held: Montague Retreat Center, 177 Ripley Rd. Montague, MA
7. Has the approval of the property owner been obtained? YES _____ X _____ NO _____
8. Exact times of the license: FROM 5PM o'clock AM/PM TO 9PM o'clock _____ AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES X _____ NO _____ If so, when? _____
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO X _____
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? _____ X _____ Date 7.13.26

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

<u><i>[Signature]</i></u> Authorized Representative and Title	Director/Owner <u>7.13.26</u> Date
Office Use Only:	
# Days Permit Issued For: <u>1</u>	Date Approved: <u>7-27-2026</u>
Police Chief Signature: <u><i>[Signature]</i></u>	Date License Issued for: _____
Select Board Chair Signature: _____	

	CURRENT MONTAGUE	PROPOSED MONTAGUE
RESIDENTIAL BUILDING	\$7 PER \$1000 VALUE	\$45 FEE + \$10 PER \$1000 VALUE
COMMERICAL BUILDING	\$9 PER \$1000 VALUE	\$100 FEE + \$10 PER \$1000 VALUE
RESIDENTIAL ELECTRIC	\$50 MINIMUM FEE	\$45 FEE + \$50
COMMERICAL ELECTRIC	\$75 FOR FIRST \$1000 VALUE, \$5 PER \$1000 AFTERWARDS	\$75 FOR FIRST \$1000 VALUE, \$10 PER \$1000 AFTERWARDS
PHOTOVOLTAIC	\$150 FEE	\$100 FEE + \$5 PER \$1000 VALUE
RESIDENTIAL PLUMBING	\$75 FIRST FIXTURE. +\$15 PER ADDITIONAL	\$45 FEE + \$75 FIRST FIXTURE, +\$15 PER ADDITIONAL
COMMERCIAL PLUMBING	\$150 FIRST FIXTURE, + \$15 PER ADDITIONAL	\$45 FEE + \$175 FIRST FIXTURE, +\$15 PER ADDITIONAL
RESIDENTIAL GAS	\$50 FIRST FIXTURE, +\$15 PER ADDITIONAL	\$45 FEE + \$50 FIRST FIXTURE, \$15 PER ADDITIONAL
COMMERCIAL GAS	\$150 FIRST FIXTURE, +\$15 PER ADDITIONAL	\$45 FEE + \$175 FIRST FIXTURE, +\$15 PER ADDITIONAL

	GREENFIELD	DEERFIELD
RESIDENTIAL BUILDING	\$60 FEE + \$10 PER \$1000 VALUE	\$10 PER \$1000 VALUE
COMMERICAL BUILDING	\$65 FEE + \$10 PER \$1000 VALUE	\$100 FEE + \$10 PER \$1000 VALUE
RESIDENTIAL ELECTRIC	VARIES BY PROJECT	\$30 FEE + \$10 PER \$1000 VALUE
COMMERICAL ELECTRIC	\$75 FOR FIRST \$1000 VALUE, \$8 PER \$1000 AFTERWARDS	\$100 FEE + \$10 PER \$1000 VALUE
PHOTOVOLTAIC	\$75 FOR FIRST \$1000 VALUE, \$8 PER \$1000 AFTERWARDS	\$100 FEE + \$10 PER \$1000 VALUE
RESIDENTIAL PLUMBING	\$100 FIRST FIXTURE, +\$15 PER ADDITIONAL	\$75 FIRST FIXTURE. +\$15 PER ADDITIONAL
COMMERCIAL PLUMBING	\$275 FIRST FIXTURE, +\$15 PER ADDITIONAL	\$200 FIRST FIXTURE, + \$15 PER ADDITIONAL
RESIDENTIAL GAS	\$250 FIRST FIXTURE, +\$15 PER ADDITIONAL	\$75 FIRST FIXTURE, +\$15 PER ADDITIONAL
COMMERCIAL GAS	\$250 FIRST FIXTURE, +\$15 PER ADDITIONAL	\$150 FIRST FIXTURE, +\$15 PER ADDITIONAL

	FRCOG - LEVERETT / ERVING / GILL	
RESIDENTIAL BUILDING	\$55 FEE + \$&PER \$1000 VALUE	PROPOSED CHANGES ADD A \$45 PERMIT FEE TO EACH APPLICATION, AS WELL AS AN INCREASE IN PER VALUE COST
COMMERICAL BUILDING	\$55 FEE + \$7 PER \$1000 VALUE	
RESIDENTIAL ELECTRIC	VARIES BY PROJECT	
COMMERICAL ELECTRIC	\$75 FOR FIRST \$1000 VALUE, \$8 PER \$1000 AFTERWARDS	The new fee schedules have been simplified and updated ✓ Modernize an outdated fee structure. ✓ Remain competitive with neighboring municipalities. ✓ Help ensure efficient and effective service to residents, businesses, and contractors.
PHOTOVOLTAIC	\$75 FOR FIRST \$1000 VALUE, \$8 PER \$1000 AFTERWARDS	
RESIDENTIAL PLUMBING	\$100 FIRST FIXTURE, +\$15 PER ADDITIONAL	
COMMERCIAL PLUMBING	\$275 FIRST FIXTURE, +\$15 PER ADDITIONAL	
RESIDENTIAL GAS	\$250 FIRST FIXTURE, +\$15 PER ADDITIONAL	
COMMERCIAL GAS	\$250 FIRST FIXTURE, +\$15 PER ADDITIONAL	

INSPECTOR of BUILDINGS

Town of Montague

Building Permit Fees

Effective August 1, 2026

Permit valuations shall include the total cost of labor and materials and shall be rounded up to the next \$1,000.

Work commenced prior to permit issuance is subject to a fee equal to twice the normal permit fee pursuant to 780 CMR.

RESIDENTIAL CONSTRUCTION		
Permit Type		Fee
New 1- and 2-Family Dwellings	\$45 Application fee + \$10 per \$1,000 valuation	
Additions		
Alterations/Renovations		
Garages		
Decks / Porches		
Change of use		
Replacement Windows/Doors/Roofing/Siding		
Demolition	\$10 per \$1,000 valuation	
Signs	\$45 per sign	
Swimming Pools (Above Ground)	\$50	
Swimming Pools (In-Ground)	\$100	
Wood, Coal or Pellet Stove	\$50 per stove	
STORAGE SHEDS, ASSEMBLY TENTS, ETC		
Permit Type		Fee
Residential Storage Shed (under 200 sq. ft.)	\$50	
Residential Storage Shed (200 sq. ft. or greater)	Residential Building Permit Required	
Assembly Tents	\$50	
HOME OCCUPATION PERMIT		
New Permit \$25 / Annual Renewal \$10		
SHEET METAL / HVAC / MECHANICAL		
\$65 Application fee +\$10 per \$1,000 valuation		
COMMERCIAL CONSTRUCTION		
Building	\$100 Application Fee +\$10 per \$1,000 valuation	
Sheds - over 120 sq. ft.	\$70	
CERTIFICATE OF INSPECTION		
Assembly Occupancy Inspection	\$50	
Multi-Family Inspection	\$50 Inspection Fee + \$10 per dwelling unit	
OTHER SERVICES		
Removal of Stop Work Order	\$100	
Additional or Re-Inspection Fee	\$50 per inspection	
Contractor Change:		
The owner/contractor must submit written notice that the original contractor is no longer responsible for the project. The existing permit will be closed, and the new contractor must apply for a new permit and submit plans for the remaining work. Permit fees will be based on the value of the unfinished construction.		
PLAN REVIEW		
Exceptionally large or complicated projects	Fee to be determined by Building Commissioner	
Additional Permits May Be Required		
Electrical	Gas	Fire Department approvals
Plumbing	Mechanical	

PERMIT & APPLICATION FEES ARE NON-REFUNDABLE.

Questions? Contact the Montague Building Department

Phone: (413) 863-3200 Ext. 206 Email: building@montague-ma.gov

Montague Town Hall

One Avenue A, Turners Falls Ma 01376

INSPECTOR of BUILDINGS

Town of Montague

Electrical Permit Fees

Effective August 1, 2026

Permit valuations shall include the total cost of labor and materials and shall be rounded up to the next \$1,000.

Work commenced prior to permit issuance is subject to a fee equal to twice the normal permit fee.

RESIDENTIAL CONSTRUCTION	
Permit Type	Application Fee of \$45 plus:
New Single Family Dwelling (includes temporary service)	\$250
New Multi-Family Dwelling (includes temporary service)	\$150 per unit
Additions and Renovations	
with a new service	\$150
without a new service	\$100
Electric Vehicle Chargers	
Residential EV Charger	\$50
New Service	
up to and including 400 amps	\$75
over 400 amps	\$200
Solar Installation	
Photovoltaic Installation	\$100 Application fee + \$5 per \$1,000 valuation
<i>Permit fees include up to the number of inspections normally required for the listed work. Additional inspections may be charged pursuant to the reinspection fee schedule.</i>	
MINIMUM FEES	
Permit Type	Fee
Minimum Permit Fee	\$50
Additional Inspection Fee	\$50 per inspection
Trench	add \$50
Reinspection of deficient work	\$50 per inspection
Inground Swimming Pool	\$45 Application Fee + \$100
Above Ground Swimming Pool	\$45 Application Fee + \$50
COMMERCIAL CONSTRUCTION	
Application fee of \$45 plus:	
First \$1000 of valuation	\$75
Over \$100 of valuation	add \$10 per \$1000 of valuation
Commercial EV Charger	\$100
OTHER SERVICES	
Removal of Stop Work Order	\$100
Additional or Re-Inspection Fee	\$50
Additional Notes:	
It is the contractor's responsibility to provide accurate job site directions and arrange entry into locked buildings. If these are not provided and the inspector If the work for which the inspection is requested is not complete when the inspector arrives, an additional \$50.00 will be charged for each additional	
PLAN REVIEW	
Exceptionally large or complicated projects	Fee to be determined by Building Commissioner
Additional Permits May Be Required	
Gas Fire Department approvals Plumbing Building Mechanical	
Inspection Requests can be made directly with the Electrical Inspector Harry Kuenzel (413) 834-3005	

PERMIT & APPLICATION FEES ARE NON-REFUNDABLE.

Questions? Contact the Montague Building Department

Phone: (413) 863-3200 Ext. 206 Email: building@montague-ma.gov

Montague Town Hall

One Avenue A, Turners Falls Ma 01376

INSPECTOR of BUILDINGS

Town of Montague

Plumbing & Gas Permit Fees

Effective August 1, 2026

Permit valuations shall include the total cost of labor and materials and shall be rounded up to the next \$1,000.

Work commenced prior to permit issuance is subject to a fee equal to twice the normal permit fee.

RESIDENTIAL PLUMBING	
Permit Type	Application Fee of \$45 plus:
New Single Family Dwelling	\$350
<i>All Other Plumbing</i>	
First Fixture	\$75
Each additional Fixture	\$15
<i>**water piping is classified as a fixture</i>	
Fixture includes, but is not limited to: water closets, sinks, lavatories, bathtubs, showers, dishwashers, washing machines, floor drains, and similar plumbing installations.	
COMMERCIAL PLUMBING	
Permit Type	Application Fee of \$45 plus:
First Fixture	\$175
Each additional Fixture	\$15
<i>**water piping is classified as a fixture</i>	
RESIDENTIAL GAS	
Permit Type	Application Fee of \$45 plus:
First Fixture	\$50
Each additional Fixture	\$15
Trench Inspection: Fixture Fee for 10 lbs. line	\$50
Water Heater Installation or Replacement (includes required plumbing and gas inspections)	\$80
Gas fixture includes, but is not limited to: furnaces, boilers, water heaters, fireplaces, ranges, dryers, generators, pool heaters, and similar gas-fired appliances.	
COMMERCIAL GAS	
Permit Type	Application Fee of \$45 plus:
First Fixture	\$150
Each additional Fixture	\$15
<i>**Piping of 8 feet or more is classified as a fixture</i>	
OTHER SERVICES	
Removal of Stop Work Order	\$100
Additional or Re-Inspection Fee	\$50
Additional Notes:	
It is the contractor's responsibility to provide accurate job site directions and arrange entry into locked buildings. If these are not provided and the inspector is unable to complete the requested inspection, an additional \$50.00 per inspection trip will be charged. No requests for inspection will be accepted from persons other than the contractor to whom the permit has been issued. If the work for which the inspection is requested is not complete when the inspector arrives, an additional \$50.00 will be charged for each additional inspection trip required.	
PLAN REVIEW	
Exceptionally large or complicated projects	Fee to be determined by Building Commissioner
Additional Permits May Be Required	
Gas Fire Department approvals Plumbing Building Mechanical	
Inspection Requests can be made directly with the Plumbing/ Gas Inspector John Letourneau (413) 522-4757	

PERMIT & APPLICATION FEES ARE NON-REFUNDABLE.

Questions? Contact the Montague Building Department

Phone: (413) 863-3200 Ext. 206 Email: building@montague-ma.gov

Montague Town Hall

One Avenue A, Turners Falls Ma 01376



6B

OFFERED BY **Federal Funds & Infrastructure Office**

PRESS RELEASE

Healey-Driscoll Administration Announces nearly \$1 Million in Grants for Local Infrastructure Projects

FOR IMMEDIATE RELEASE:

7/21/2026

Federal Funds & Infrastructure Office

MEDIA CONTACT**Mallory Strain****Phone****857-283-5955****Online****Mallory.Strain@mass.gov**

BOSTON — Today, the Healey-Driscoll Administration announced \$904,985 in grant awards to advance local infrastructure projects and help communities across Massachusetts compete for federal funding. Grants were awarded to transportation, clean energy, and resilience projects in 21 communities across the state. Fourteen awards were made to rural communities.

The awards were made via the [Municipal and Tribal Technical Assistance](#) (/info-details/ffio-technical-assistance-guidance) (MTTA) program, administered by the Federal Funds and Infrastructure Office. The program supports technical assistance activities for projects that are seeking or have received federal funds.

"These awards will not only help cities and towns deliver key projects and plan for future needs, they will allow more communities to compete for federal dollars," said Governor Maura Healey. "Our administration has made it a priority to pursue every federal dollar available, and these grants will enable more communities to do so."

"Moving infrastructure projects forward starts with building local capacity," said Lieutenant Governor Kim Driscoll. "I know firsthand that local officials often have to balance many competing needs with limited resources, and these grants will give communities the tools they need to advance key projects."

I look forward to seeing work get underway in communities across the state."

"Today's awards will provide meaningful support to communities that are faced with significant infrastructure needs and strained resources," said Director of Federal Funds and Infrastructure Quentin Palfrey. "We created the MTTA program to move forward the projects that communities care about and build their capacity to receive federal support. I'm proud to see our third round of funding go out the door into communities and look forward to seeing the impact of these resources."

"Our cities and towns are the heart of our communities. These grants will strengthen local capacity and help communities move key infrastructure projects forward, plan for future needs, and better compete for every available federal dollar," said Senate President Karen E. Spilka. "Our municipalities juggle many competing priorities with limited resources, and this support will give them the tools they need to advance critical projects. I applaud the Healey-Driscoll Administration for its leadership, and I look forward to seeing this work take shape in communities across the Commonwealth."

The MTTA program was enabled by legislation filed by Governor Healey, [Chapter 214 of the Acts of 2024 \("An Act to Provide for Competitiveness and Infrastructure Investment in Massachusetts"\)](https://www.bing.com/search?q=UT&pq=chapter+214+&sk=CSYN1&sc=10-12&pglt=43&q=chapter+214+of+the+acts+of+2024&cvid=42806bb8888344239cadbc7aadea1295&gs_lcrp=EgRIZGdIKgYIARBFGDsyBggAEEUYOTIGCAEQRRg7MgYIAhAAGEAyBggDEAAyQDIGCAQABhAMgYIBRAAGEAyBggGEEUYPDIGCAcQRRg8MgYICBBFGDwyCAgJEOKHGPIHMggIChDpBxj8VdIBCDUzNDNqMGo3qAIAsAIA&FORM=ANNAB1&PC=U531) (https://www.bing.com/search?q=UT&pq=chapter+214+&sk=CSYN1&sc=10-12&pglt=43&q=chapter+214+of+the+acts+of+2024&cvid=42806bb8888344239cadbc7aadea1295&gs_lcrp=EgRIZGdIKgYIARBFGDsyBggAEEUYOTIGCAEQRRg7MgYIAhAAGEAyBggDEAAyQDIGCAQABhAMgYIBRAAGEAyBggGEEUYPDIGCAcQRRg8MgYICBBFGDwyCAgJEOKHGPIHMggIChDpBxj8VdIBCDUzNDNqMGo3qAIAsAIA&FORM=ANNAB1&PC=U531) to support infrastructure

projects in cities and towns across the state. Governor Healey filed the legislation as part of a comprehensive strategy to increase Massachusetts' competitiveness for federal funding and empower local governments with more resources to advance infrastructure projects.

This round of Municipal and Tribal Technical Assistance awards was made to the following projects (*denotes that the community is designated as rural):

- Town of Marion* - \$45,000 for the town to update its Hazard Mitigation Plan.

- City of Northampton - \$30,000 to support filing for Direct Pay clean energy tax credits with the IRS, specifically for a ground-source heat pump installation project at Northampton High School. Support from MTTA to Northampton will enable the city to secure these credits—representing a meaningful financial return on its clean energy investments—that would otherwise go unclaimed.
- Town of Franklin & Town of Bellingham - \$30,000 for the municipalities, who applied jointly, to update their joint Hazard Mitigation Plan.
- Town of Whately* - \$30,000 for the town to update its Hazard Mitigation Plan.
- Town of Conway* - \$35,000 for the town to update its Hazard Mitigation Plan.
- Town of Deerfield* - \$30,000 for the town to update its Hazard Mitigation Plan.
- Berkshire Regional Planning Commission* - \$64,700 for the regional planning agency, along with partners at Williams College and Luminary Evaluation, to administer a University of Michigan-designed Transportation Security Index (TSI) survey as a part of federal funds awarded through the U.S. Department of Transportation RAISE/BUILD grant to the Adventure to Ashuwillticook Trail (A2A Trail).
- Town of Montague* - \$110,000 for the town to complete preliminary design work to reconstruct the existing signalized intersections of Avenue A and 3rd Street and Avenue A and 7th Street in the subsection of Turners Falls.
- Town of Shelburne* - \$30,000 for the town to update its Hazard Mitigation Plan.
- Town of Becket* - \$25,000 to support filing for Direct Pay clean energy tax credits with the IRS, specifically for a wind turbine project. Support from MTTA to Becket will enable the town to secure these credits—representing a meaningful financial return on its clean energy investments—that would otherwise go unclaimed.
- Town of Clarksburg* - \$25,000 for the town to update its Hazard Mitigation Plan.
- Town of Walpole - \$35,000 for the town to update its Hazard Mitigation Plan.
- Town of Plainville - \$45,000 for the town to update its Hazard Mitigation Plan.
- Town of Tyngsborough - \$30,000 for the town to update its Hazard Mitigation Plan.

- Town of Pelham* - \$35,000 for the town to update its Hazard Mitigation Plan.
- Town of Rowe* - \$30,000 for the town to update its Hazard Mitigation Plan.
- City of Woburn - \$147,785 for the city, in collaboration with the Mystic River Watershed Association, to contract with Weston & Sampson, Inc., an engineering, environmental, and infrastructure consulting firm to construct a fish passage at Horn Pond, which previously received a U.S. Fish and Wildlife Service North American Wetlands Conservation Act grant. MTTA funding will cover construction observation activities to ensure the project moves forward.
- Town of Worthington* - \$27,500 for the town to update its Hazard Mitigation Plan. (HMP).
- Town of Hatfield* - \$30,000 for the town to update its Hazard Mitigation Plan.
- Town of Needham - \$40,000 for the town to update its Hazard Mitigation Plan.
- Town of Gill* - \$30,000 for the town to update its Hazard Mitigation Plan.

This is the third round of Municipal and Tribal Technical Assistance awards made by the Federal Funds and Infrastructure Office (FFIO). In total FFIO has awarded \$2,948,935 in MTTA grants to communities across Massachusetts.

Statements of support:

Becket Town Administrator Katherine A. Warden:

"The Town of Becket, the Becket Energy Committee and Becket residents are very grateful for this MTTA award supporting our Small Wind Turbine project. Once operational, the turbine is expected to provide renewable, green power for all the electricity needs of the Becket Town Hall and a portion for our Town Highway garage for the next 50 years of its expected lifespan."

Hatfield Select Board Chair Luke Longstreeth:

"The Town of Hatfield is grateful for the Commonwealth's support through the MTTA program and looks forward to working with the Pioneer Valley Planning Commission to update its Hazard Mitigation Plan. The Town has crucial

infrastructure that needs securing from flooding and other hazards that are becoming more common, and this grant will better help us prepare and protect the Town."

Needham Town Manager Katie King:

"The Town of Needham is grateful to the Healey-Driscoll Administration and the Commonwealth's Federal Funds & Infrastructure Office for this funding to update Needham's Hazard Mitigation Plan. This will help the Town better prepare for future hazards by improving risk assessment and planning strategies to protect our residents, infrastructure, and essential services for years to come."

Tyngsborough Town Manager Colin F. Loiselle:

"Tyngsborough is incredibly grateful to FFIO's Municipal and Tribal Technical Assistance program for the funding necessary to update our Hazard Mitigation Plan. This update will allow us to build a safer, more resilient community and protect our residents and infrastructure from future natural disasters before they strike."

Whately Town Administrator S. Peter Kane:

"It's more important than ever for municipalities to prepare for natural disasters to keep residents safe and support long-term community resilience. Without this grant funding, the Town of Whately would have struggled to update its Hazard Mitigation Plan, leaving residents more vulnerable to future disasters. We are grateful for the Commonwealth's support of this project and the opportunity it provides to safeguard our community."

Woburn Mayor Michael Concannon:

"The City of Woburn is proud to receive a FFIO's Municipal and Tribal Technical Assistance (MTTA) grant. The new fish passage at Scalley Dam will allow river herring access to much-needed spawning habitat in Horn Pond. It will also serve as a beacon of nature-based education for visitors of all ages."

State Senator Cindy F. Friedman:

"The Horn Pond Fish Passage project is one step closer to completion, improving the habitat for river herring in Woburn. This grant represents what is possible when we leverage existing government resources to unlock funding

opportunities. I thank the Federal Funds and Infrastructure Office for their support of the city of Woburn, and I look forward to seeing the completed project."

State Senator Becca Rausch:

"A comprehensive Hazard Mitigation Plan is essential for every community to reduce the risks of a disaster while preparing resources to respond to one effectively. Congratulations

to Needham and Plainville on securing these grants to enhance their plans and further improve residents' safety, and thank you to our partners in the Healey-Driscoll Administration for issuing these important funds."

State Representative John Barrett III:

"The Healey-Driscoll Administration's MTTA investment will provide valuable insight into transportation needs across the Northern Berkshires and help guide future improvements to the Adventure to Ashuwillticook Trail. I am also pleased to see Clarksburg receive this funding to update its Hazard Mitigation Plan. Planning ahead is essential to protecting residents, strengthening the town's resilience, and ensuring Clarksburg is well-positioned to pursue future federal funding opportunities. I appreciate the Healey-Driscoll Administration's continued commitment to supporting municipalities, and the partnership of the Berkshire Regional Planning Commission, and Williams College in supporting projects that make our communities safer and more connected."

State Representative Leigh Davis:

"This grant is a great example of how targeted state support can help small rural communities take advantage of federal opportunities. I'm proud to see Becket receive this funding, which will help the town secure clean energy tax credits and move its wind turbine project forward. Thank you to the Healey-Driscoll Administration for continuing to invest in communities across the Berkshires."

State Representative Mark Sylvia:

"I am grateful to the Healey-Driscoll Administration and the Federal Funds and Infrastructure Office for awarding the Town of Marion \$45,000 through the Municipal and Tribal Technical Assistance program to update its Hazard Mitigation Plan," said

State Representative Mark Sylvia. "This funding will help Marion remain eligible for critical federal disaster mitigation assistance while strengthening the town's resilience and ability to prepare for future natural hazards."

State Representative Jeffrey N. Roy:

"As Franklin's Hazard Mitigation Plan is nearing its expiration in 2027, I'm thrilled that the town has been awarded the Municipal and Tribal Technical Assistance Grant. A Hazard Mitigation Plan is important for communities to reduce disaster risk and strengthen long-term resiliency. The money that this grant provides to update the current plan will allow us to take a step forward in protecting residents' safety in the event of an emergency."

State Representative Marcus Vaughn:

"This funding is a vital step forward for Walpole. By updating the town's Hazard Mitigation Plan through the MTTA program, we aren't just reinforcing our infrastructure against natural disasters—we are proactively positioning Walpole to unlock significant long-term FEMA funding and federal infrastructure dollars. I appreciate the Healey-Driscoll Administration's commitment to building capacity in our municipalities, and I want to thank the Federal Funds and Infrastructure Office for their continued investment in the safety, resilience, and economic future of our district."

Montague Assistant Town Administrator Chris Nolan-Zeller:

"The Town of Montague would like to express its gratitude for the award of technical assistance funding from the Healey-Driscoll Administration and the Federal Funds and Infrastructure Office. This award of \$110,000 will allow us to move forward with engineering badly-needed upgrades to two of the Town's busiest street intersections in the village of Turners Falls. As a small town with only two traffic lights, both of which are at least 40 years old, the Town will now be prepared to perform the planning and engineering work needed to upgrade the two intersections, including replacement of the dated signal equipment at both locations. Without this award, the Town would not be able to begin addressing this project, increasing the risk of signal failure. This award is a crucial component of our efforts to ensure that our revitalized and increasingly vibrant town center is supported by strong and dependable infrastructure."

Shelburne Emergency Management Director Thomas A. Williams:

"On behalf of the town of Shelburne, MA I'd like to say how greatly appreciative we all are for FFIO's Municipal and Tribal Technical Assistance (MTTA) grant award. This award will allow a new group of residents to assemble to review and update the town's mitigation plan developed five years ago with such expertise that it will be a challenge to improve upon. This update will develop not only an updated plan but also advance the expertise of emergency management demands in our residents. Thank you."

Pelham Emergency Management Director Derick Lamoureux:

"On behalf of the Town of Pelham, we are thrilled to receive this grant funding to support the update of our Hazard Mitigation Plan. Effective hazard mitigation planning helps our community better understand its risks and identify practical, achievable strategies to reduce impacts from natural and human-caused hazards. This award provides an important opportunity to strengthen Pelham's preparedness and resilience for years to come, and we are grateful for the Commonwealth's support in helping us advance this critical work.

Worthington Emergency Management Director David Mendelson:

"This grant will help the Town of Worthington update our current Hazard Management Plan, to reflect changes in current risks, as well as incorporating new risks related to climate change and new technologies."

###

Media Contact

Mallory Strain

Phone

[857-283-5955](tel:857-283-5955)

Online

Mallory.Strain@mass.gov

Federal Funds & Infrastructure Office

The Federal Funds & Infrastructure Office is the lead agency within the Healey-Driscoll Administration tasked with implementing a whole of government approach to ensure the Commonwealth of Massachusetts can leverage the historic number of available federal funding opportunities.

[State Organizations \(/massachusetts-state-organizations\)](#)

© 2026 Commonwealth of Massachusetts.

Mass.gov® is a registered service mark of the Commonwealth of Massachusetts.

Police Pkwy

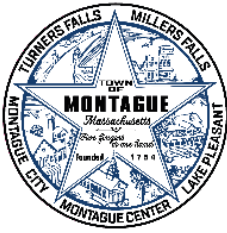
Plains Rd

HATCHERY ROAD

E. TAYLOR HILL RD

BRIDGE OF NAMES

WILLMARK AVE



Office of the Town Administrator Town of Montague

Walter Ramsey, AICP, MCCPO
(413) 863-3200 ext. 110
Walterr@montague-ma.gov
One Avenue A Turners Falls, MA

66

To: Montague Selectboard
From: Walter Ramsey, Town Administrator
Date: July 23, 2026
Re: Solid Waste Tonnage and Budget Trends

The Town's trash tonnage has increased substantially over the past two calendar years. Calendar year 2024 tonnage was approximately 11% higher than 2023, followed by another 14% increase in 2025. Together, these increases represent approximately 400 additional tons of trash, or a 25% increase over two years.

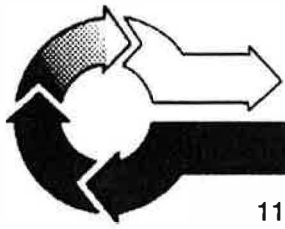
This trend appears to be specific to Montague. Excluding Montague, the combined trash tonnage of the other Franklin County Solid Waste Management District communities increased by less than 1% in calendar year 2025.

One notable change during this period was the start of the Town's current collection contract with Casella on July 1, 2023. At this point, however, we have not established whether the contract change caused or contributed to the increase. Additional review will be needed to determine whether the growth reflects changes in household disposal, participation in the Town's collection program, enforcement practices, commercial or nonresident use, reporting methods, or other factors.

The increased tonnage has a direct budget impact because collection and disposal costs are substantially volume-driven. The solid waste budget was overspent by approximately \$19,300 last year. The current FY27 budget was developed using earlier tonnage projections, so another shortfall should be anticipated unless tonnage declines or other corrective action is taken.

Solid waste fees currently recover approximately 47% of program expenditures. For FY26, the Town recorded approximately \$405,922 in solid waste revenues against approximately \$855,342 in expenditures. The remaining cost is supported by general taxation.

One available response would be to increase trash-related fees to offset a greater portion of the program's rising costs. Before recommending a specific fee adjustment, staff should review the tonnage data, evaluate potential causes of the increase, update the FY27 expenditure projection, and calculate the revenue effect of different fee options. Staff can then return to the Selectboard with findings and recommendations.



Franklin County Solid Waste Management District

117 Main Street, Second Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

6H-1

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND
THE TOWN OF MONTAGUE
REGARDING THIRD-PARTY INSPECTION OF THE
TOWN'S MUNICIPAL TRANSFER STATION

This Memorandum of Understanding (MOU) is executed this 27th day of July 2026, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District," and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESSETH THAT:

WHEREAS the Town is a member of the Franklin County Solid Waste Management District, and

WHEREAS the Town operates a permitted municipal transfer station, and

WHEREAS 310 CMR 19.018 requires transfer stations to be inspected yearly by a third-party, and

WHEREAS the Massachusetts Department of Environmental Protection (DEP) has authorized the District to serve as a third-party inspector,

THEREFORE, the District and the Town now agree to the following terms and conditions regarding transfer station inspections conducted by the District:

1. The District shall conduct an inspection of the Town's transfer station to ascertain its compliance with 310 CMR 19.00 Solid Waste Management regulations.
2. The District shall conduct said inspection no later than November 30, 2026 using the MA DEP 3rd Party Inspection forms.
3. The District shall invoice the Town \$400 for the transfer station inspection service. This amount will cover a site visit, mileage, writing and submitting a report to DEP, and follow-up if necessary.
4. The District will supply the Town with a copy of the inspection results and identify areas of noncompliance.

(over)

5. The District shall provide information and assistance to the town to address any items of noncompliance. The Town will provide a schedule for taking corrective actions. All costs associated with corrective actions will be borne by the Town.
6. The District shall submit one copy of the inspection report to the MA DEP, the Town Board of Health, Selectboard, and appropriate departments within fourteen (14) days of the inspection per 310 CMR 19.207 (25)(c) and no later than December 31, 2026.
7. The inspection and the District's assistance does not place any responsibility on the District to ensure compliance nor does it relieve the Town of its legal responsibilities to manage and operate the transfer station in compliance with Massachusetts regulations.
8. The Town will indemnify, save harmless, and exempt the District and other member towns, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of the transfer station inspection arising out of a willful or negligent act or omission of the Town, its officers, agents, servants, and employees.
9. The Town will indemnify, save harmless, and exempt the District and other member towns, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of the transfer station inspection arising out of an error or omission by the District, its officers, agents, servants, and employees.
11. This MOU shall be effective through June 30, 2027.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

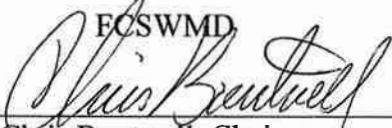
Board Member

Board Member

Board Member

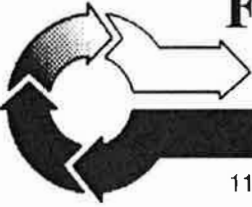
July 27, 2026

Date

FCSWMD

Chris Boutwell, Chair
JUL 16 2026

Date

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT AND THE TOWN OF MONTAGUE

This MEMORANDUM OF UNDERSTANDING is executed on this 27th day of July 2026, by and between the TOWN OF MONTAGUE, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the TOWN, and the Franklin County Solid Waste Management District, hereinafter referred to as the DISTRICT.

WHEREAS, participating towns have appropriated the funds required for a regional household hazardous waste collection event;

THEREFORE, the Town hereby requests that the DISTRICT initiate a collection event with the following conditions:

1. There will be a regional household hazardous waste collection event on Saturday, September 19, 2026.
2. There will be two (2) sites operating concurrently on the collection day at Greenfield Community College and the Orange Transfer Station.
3. The District will be responsible for the coordination and administration of the event.
4. The Town will be charged its proportional share of the costs of the collection, based upon administrative expenses, the number of participants from the town, and the volume of hazardous waste received from town residents.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT, HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

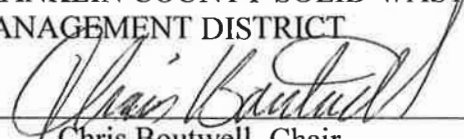
TOWN OF MONTAGUE

Board Member

Board Member

Board Member

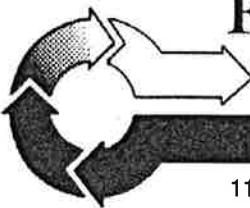
FRANKLIN COUNTY SOLID WASTE
MANAGEMENT DISTRICT


Chris Boutwell, Chair

Date

JUL 16 2026

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



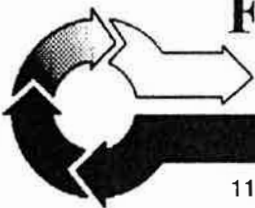
Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

Attachment A

FY27 household hazardous waste budgets

TOWN	HHW Budget
Athol	\$2,500
Bernardston	\$ 900
Buckland	\$1200
Charlemont	\$ 400
Colrain	\$2,100
Conway	\$2,500
Deerfield	\$5,000
Erving	\$1,000
Gill	\$1,250
Hawley	\$ 171
Heath	\$1,200
Leverett	\$1,015
Montague	\$5,500
New Salem	\$1,000
Northfield	\$3200
Orange	\$2,000
Petersham	\$1,000
Phillipston	\$1,200
Rowe	\$ 500
Royalston	\$ 500
Shelburne	\$2,474
Warwick	\$ 800
Wendell	\$1,000
Whately	\$1,200



Franklin County Solid Waste Management District

6H-3

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND
THE TOWN OF MONTAGUE
REGARDING HAULING OF RECYCLABLES AND
HAULING AND DISPOSAL OF SOLID WASTE;
HAULING AND DISPOSAL OF BULKY WASTES; AND
HAULING AND DISPOSAL OF SCRAP METAL AND APPLIANCES

This Memorandum of Understanding (MOU), is executed this 27th day of July, 2026, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District", and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESSETH THAT:

WHEREAS, the District issued an Invitation for Bids (IFB) for hauling services for recyclables and solid waste from District member municipalities, and
WHEREAS, the District negotiated contracts for hauling and disposal services based upon a review of the IFB responses, and
WHEREAS, the District is making these contracts available to member municipalities, and
WHEREAS, the Town selected the hauler to service member municipalities,

THEREFORE, the District and the Town now agree to the following terms and conditions regarding said contracts:

1. The District shall provide administration of the contract on behalf of the Town.
2. The District shall, on a monthly basis, receive all invoices from the Contractor for provided services. Specific town services are listed in Attachment A.
3. The District shall, within seven (7) days of receipt of said invoices, remit to the Town an invoice for the Town's share of the hauling and disposal costs incurred during the preceding month. The invoice shall be based upon the hauling and disposal costs as itemized in Attachment A. The District's invoice will include an administrative surcharge for each service.
4. The Town will remit payment to the District for all charges invoiced by the District within thirty (30) days of receipt of the District's invoice.

(over)

5. In the event that payment from the Town does not reach the District office within the prescribed 30 days, the District may add an additional 1.5% late fee to the outstanding balance after 60 days.
6. The Town shall contact the hauler directly to arrange for pickup of rolloff boxes. Requests for a pickup must be made no later than 48 hours prior to the desired pickup day.
7. The Town has the right to terminate this Agreement at any time, without cause. The District requires no fewer than sixty (60) days written notice prior to the Town terminating this Agreement. If less than sixty (60) days' notice is given, the Town will be financially responsible for the District's lost administrative fees. For example, if a town provides written notice on March 1st to terminate on April 30th, there are no lost administrative fees. If a town provides written notice on March 1st to terminate on March 31st, the Town will be responsible to pay the District for lost administrative fees for one month. Lost administrative fees will be calculated using an average administrative fee based upon the previous three months' invoices.
8. Any questions concerning these hauling and disposal contracts shall be directed to the District Executive Director at 413-772-2438 or at fcswmd@crocker.com. If the Town experiences any problems with the hauler it must report them to the District. The District will pursue all remedies on behalf of the Town.
9. This MOU may be amended by written agreement of both parties.
10. This MOU shall remain in effect from July 1, 2026 to June 30, 2027.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

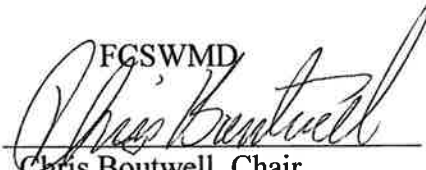
Selectboard Member

Selectboard Member

Selectboard Member

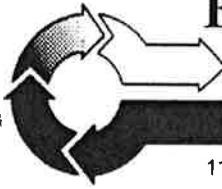
July 27, 2026

Date

FCSWMD

Chris Boutwell, Chair
'JUL 16 2026

Date

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

ATTACHMENT A

FISCAL YEAR 2027 HAULING AND DISPOSAL PRICES

The pricing below excludes fuel adjustments.

Town	Recycling	Bulky Waste
Montague	\$307per haul \$463 per tandem haul (\$231.50 per box) \$50/month paper compactor rolloff	\$295 per haul \$463 per tandem haul (\$231.50 per box) \$126 per ton \$65 per mattress for disposal \$30 per month per rolloff rental
ADMIN. FEE	\$750/year flat user fee \$4.50/ton	\$750/year flat user fee \$4.50/ton



Montague Department of Public Works
 128 Turners Falls Road, Montague, MA 01351
 Tel. 413-863-2054

MEMORANDUM

TO: Montague Select Board
FROM: Samuel Urkiel, DPW Superintendent
DATE: July 22, 2026
RE: Personnel: Initial discussion of proposal to create a new Collections System Operator position (Grade G) and Building Maintenance position (Grade G)

Proposed

New Collections System Operator position (Grade G)
 Leave Vacant Building Maintenance position (Grade G)

Reasoning

Collection System Light Equipment Operator

After evaluating the needs of the collections system, I recommend that the Town consider adding a second operator to support the department's operational requirements. The CSO Lead position was created in 2022 following a detailed review of the Combined Sewer system and the work required under EPA and MassDEP mandates to reduce discharges to waterways. These activities are safety-sensitive, expensive, and labor-intensive.

At present, one employee is responsible for managing both the sewer collections system and stormwater infrastructure. Daily work typically requires a second employee to assist with cleaning, maintenance, inspection, data collection, and recordkeeping. The Vactor truck and CCTV van are often operated in tandem, and the equipment involved is costly and specialized. For consistency, efficiency, and proper care of the equipment, best practice is to keep trained operators working with the same equipment whenever possible. While multiple employees are trained to operate the equipment for emergency response purposes, regular staffing capacity remains limited.

Building Maintenance (Currently vacant)

The Building Maintenance position has been filled and vacated multiple times in recent years. When building maintenance projects require additional support, the department has typically assigned Grounds staff or Light Equipment Operators. This approach has allowed the department to address maintenance needs without immediately refilling the vacant position.

Town of Montague
Personnel Status Change Notice

7A

Authorized Signature: _____ Employee # 4508

General Information:

Full name of employee: <u>Joshua Lemay</u>	Department: <u>MPD</u>
Title: <u>DET/ Patrolman</u>	Effective date of change: <u>7-12-24</u>

New Hire:

Permanent: <u> </u> Y <u> </u> 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: <u>NEPBA</u>	
Old Pay: Grade <u>P</u> Step <u>10</u>	Wage Rate: <u>36.95</u> (annual / <u>hourly</u>)
New Pay: Grade <u>D</u> Step <u>9</u>	Wage Rate: <u>38.54</u> (annual / hourly)
Notes: <u>Temporary Duty</u>	

Termination of Employment:

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

Copies to:

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

MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF MONTAGUE AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC., LOCAL 184

Police Department Command Structure - Lieutenant Position

This Memorandum of Agreement ("MOA") is entered into by and between the Town of Montague ("Town") and the New England Police Benevolent Association, Inc., Local 184 ("Union"). The Town and Union are collectively referred to as the "Parties."

WHEREAS, the Parties are subject to a collective bargaining agreement effective July 1, 2025 through June 30, 2028 ("CBA");

WHEREAS, the Town has proposed a revised Police Department command structure that eliminates the rank of Staff Sergeant and adds the ranks of Lieutenant and Deputy Chief;

WHEREAS, the Parties have bargained in good faith over the impacts of the Town's proposal to restructure the Department;

NOW, THEREFORE, the Parties agree as follows:

1. Establishment of Lieutenant Classification. Effective July 27, 2026, the classification of Lieutenant shall be established as a bargaining-unit position represented by Local 184. The Lieutenant shall perform the duties contained in the attached Lieutenant job description, as it may thereafter be amended consistent with the Town's management rights and bargaining obligations.

2. Elimination of Staff Sergeant Classification. Effective upon the permanent appointment of an employee to the Lieutenant position, the Staff Sergeant classification shall be eliminated and removed from the Department's organizational structure and from Appendix A of the CBA. No employee shall suffer a reduction in contractual seniority, vacation, sick leave, compensatory time, or other accrued benefits solely as a result of this restructuring.

3. Bargaining Unit Recognition. Section One of Article 3 of the CBA shall be amended so that Local 184 is recognized as the exclusive collective bargaining representative for a bargaining unit consisting of Sergeants and the Lieutenant, excluding patrol officers, detectives, the Chief of Police, Deputy Chief of Police, and all other managerial, confidential, and excluded employees.

4. Promotional Process and Appointment. The Lieutenant position shall be filled in accordance with Police Department Policy and Procedure No. 4.32 (Promotions) as approved by the Selectboard, including its eligibility, assessment, selection, appeal, and probationary provisions. Nothing in this MOA guarantees appointment or promotion to any particular employee.

5. Probationary Period. An employee promoted to Lieutenant shall serve a six-month promotional probationary period. During that period, the employee shall be evaluated in accordance with the promotional policy and applicable law. The probationary period shall not diminish any just-cause or other contractual rights that otherwise apply, except that a decision to return an employee to the employee's previously held bargaining-unit rank during the promotional probationary period shall not be subject to the grievance and arbitration procedure, provided the employee is restored without loss of seniority or accrued benefits.

6. Compensation. Section One of Appendix A shall be amended by deleting the Staff Sergeant wage line and replacing it with a Lieutenant wage line, which shall be identical to the former Staff Sergeant wages. The Lieutenant wage schedule shall be as follows:

Effective Date	Step 4	Step 5	Step 6	Step 7
July 1, 2026	\$41.97	\$43.65	\$45.40	\$47.21
July 1, 2027	\$43.23	\$44.96	\$46.76	\$48.63

--	--	--	--	--

7. Initial Step Placement. An employee promoted to Lieutenant shall be placed at the lowest Lieutenant step that provides at least a ninety-five-cent (\$0.95) per hour increase over the employee's then-current base hourly rate, consistent with Appendix A, Section Four. Thereafter, step movement shall occur under Appendix A, Section Two.

8. Existing Contract Provisions. Except as expressly modified by this MOA, the Lieutenant shall receive the wages, hours, benefits, and other terms and conditions of employment applicable to members of Local 184 under the CBA. References in the CBA to "Sergeant" or "Sergeants" shall be construed to include the Lieutenant where the context concerns bargaining-unit employees generally, but shall not alter the Lieutenant's command responsibilities or create additional compensation unless expressly stated.

9. Command and Supervisory Authority. The Parties acknowledge that the Lieutenant is a command-level supervisor who may supervise Sergeants, patrol officers, detectives, civilian personnel, and specialized assignments as designated. The Lieutenant remains a member of Local 184 notwithstanding the exercise of such supervisory duties. The Deputy Chief of Police shall remain outside the bargaining unit.

10. No Precedent / No Admission. This MOA resolves the bargaining obligations associated with the restructuring described herein. It shall not be construed as an admission by either Party or as precedent regarding any unrelated classification, bargaining-unit placement, or management decision.

11. Duration and Incorporation. This MOA shall remain in effect for the duration of the CBA and shall be incorporated into any successor agreement unless the Parties mutually agree otherwise in writing.

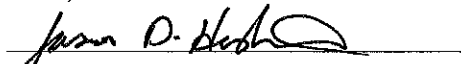
12. Entire Agreement and Authority. This MOA constitutes the complete agreement of the Parties concerning the matters addressed herein. It may be modified only by a written agreement signed by authorized representatives of both Parties. The signatories represent that they are authorized to bind their respective principals.

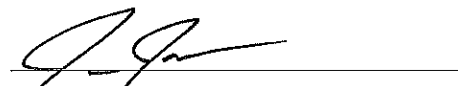
Agreed to this 27th day of July, 2026.

NEPBA LOCAL 184

TOWN OF MONTAGUE

Chair, Selectboard


Chief of Police


Union Representative

7/23/2026
Date



Town of Montague • Massachusetts

Clean Water Facility

34 Greenfield Rd
Montague, MA 01351
TEL. (413) 773-8865

Internal Notice: Job Posting

Posting Period: July 6, 2026-July 9, 2026

Dept: Montague CWF

Position: **Mechanic**, UE Grade F

Job Description:

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.

Minimum Requirements:

A candidate for this position should have a Highschool 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.

A minimum of a Grade 3M Wastewater license or ability to acquire a license in the first year of employment.

Regular hours of operation are Mon-Fri 0600-1400. Mandatory on-call and weekend rotations.

Please direct all inquiries/bids to Chelsey Little, Superintendent

413-773-8865 or email at ChelseyL@montague-ma.gov

I, Adam Kleeberg bid on the mechanic position
on July 6, 2023

Rec 7106120230 CJ

Town of Montague

Personnel Status Change Notice

Authorized Signature: _____

Employee # 1905

General Information:

Full name of employee: Adam Kleeberg Department: CWF

Title: Wastewater Tech. → Mechanic Effective date of change: 7/27/2026

New Hire:

Permanent: Y 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: UE

Old Pay: Grade F4 Step _____ Wage Rate: \$29.04 (annual/ hourly)

New Pay: Grade F4 Step _____ Wage Rate: \$29.04 (annual/ hourly)

Notes: Lateral move, same pay grade.

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____ Termination Date: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board



DOWNES CONSTRUCTION

8A

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Phase 2 Montague Libraries Main Branch
38 Avenue A
Montague, MA 01376

ORIGINAL AGREEMENT: *(date)*

April 22, 2025

AMENDMENT INFORMATION:

Amendment Number: **01**

OWNER: *(name and address)*

Town of Montague
1 Avenue A
Montague, MA 01376

PROJECT MANAGER: *(name and address)*

Downes Construcion Co., LLC
200 Stanley Street
New Britain, CT 06051

The Owner and Project Manager amend the Agreement as follows:

The addition of Project Management OPM services for Phase 2 of the Montague Libraries – Main Branch project for the remaining design period and construction period of a new library per the attached Fee Proposal dated July, 15, 2026.

The Project Manager's compensation shall be adjusted as follows:

Base Contract	\$73,006.00
This Amendment#1	\$570,000.00
TOTAL REVISED CONTRACT	\$643,006.00

Attachments:

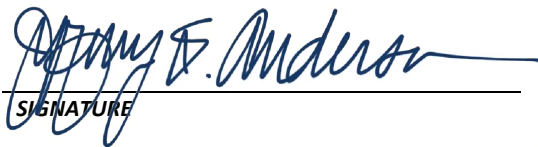
1. Phase 2 Fee Proposal dated 7/15/26 with its attachments A & B.

Downes Construction, Co., LLC

PROJECT MANAGAER (Firm Name)

Town of Montague

Owner (Firm Name)


SIGNATURE

Jeffrey S. Anderson - VP Preconstruction

PRINTED NAME AND TITLE

7/17/26

DATE

SIGNATURE

Richard Kuklewicz, Selectboard Chair

PRINTED NAME AND TITLE

July 27, 2026

DATE

OWNER'S PROJECT MANAGER SERVICES

For the Planning, Design and Construction of the
Montague Public Libraries Main Branch
*Under the direction of the Library Building Steering
Committee*



FEE PROPOSAL 07-15-26

Phase 2 Schedule for purposed of proposal:

OPM DESIGN AND MBLC APPROVAL SERVICES (DD AND CD DESIGN):	13
BIDDING PERIOD	2
Construction In Months	14
Closeout In Months	3

Fees

PHASE 2 - OPM SERVICES FOR DESIGN/MBLC APPROVAL \$	81,380.00
PHASE 2 - OPM SERVICES CONSTRUCTION/CLOSEOUT \$	488,620.00
Total OPM Fees Phase 1: \$	570,000.00

Attachments:

Attachment A - OPM Scope fo Services dated 7/15/26

Attachment B - Staff Matrix dated 7/15/26



OPM Scope of Services - Attachment A
Phase 2 Montague Public Library - Main Branch

July 15, 2026

Item	Activity
1	Comply with MGL Chapter 149, 44A 1/2 and act as Town Agent
2	Provide advise/consultation with respect to design, value engineering, schedule of work, cost estimating, GC and sub prequal, scheduling, construction and selection, negotiation with designer and oversight, ensure control standards for monitoring performance of building project, design and GC evaluations
3	Provide construction oversight and reporting with weekly site visits with part time (half time) field representative
3	Ensure MPLCP Level requirements for design and construction.
4	Support RFQ/selection for General Contractor per MGL Chapter 149, 44A 1/2
5	Develop (with LBSC) Owner Project Requirement (OPR) document – master plan to achieve programming, design, and submission requirements for MBLC through construction
6	Develop overall project plan and schedule
7	Oversee design, work schedules, and cost estimates
8	Conformance with OPR and design conflict identification / resolution
9	Invoice review/processing
10	Attend LBSC and other town meetings
11	Meeting minutes, host/post website, status reports, record keeping / management, contract evaluations, provide final archive of project records
12	Review design progress and coordinate design approvals from MBLC.
13	Complete designer evaluation
14	Budget tracking for grant, eligible/ineligible cost

Amendment to the Designer Services Agreement

PROJECT: *(name and address)*

Phase 2 Montague Libraries Main Branch
38 Avenue A
Montague, MA 01376

ORIGINAL AGREEMENT: *(date)*

June 30, 2025

AMENDMENT INFORMATION:

Amendment Number: **01**

OWNER: *(name and address)*

Town of Montague
1 Avenue A
Montague, MA 01376

DESIGNER: *(name and address)*

Schwartz/Silver Architects, Inc.
75 Kneeland Street
Boston, MA 02111

The Owner and Architect amend the Agreement as follows:

The addition of Project design services for Phase 2 of the Montague Libraries – Main Branch project for the remaining design period and construction period of a new library per the attached Fee Proposal dated July, 16, 2026.

The Project Designers compensation shall be adjusted as follows:

Base Contract	\$150,900.00
This Amendment#1	\$1,984,150.00
TOTAL REVISED CONTRACT	\$2,135,050.00

Attachments:

1. Proposal for Design Fee Services for the Montague Public Library (DD-CA) dated 7/16/26.

Schwartz/Silver Architects Inc.

Designer (Firm Name)

Town of Montague

Owner (Firm Name)



SIGNATURE

SIGNATURE

Angela Ward Hyatt, FAIA, President

PRINTED NAME AND TITLE

Richard Kuklewicz, Selectboard Chair

PRINTED NAME AND TITLE

7/20/2026

DATE

July 27, 2026

DATE

Architecture
Planning
Urban Design

July 16, 2026

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

Dear Chris,

We are enormously pleased to continue our work with you and the Library Building Steering Committee on the design of the new Montague Public Library. We understand the project as follows:

Project Description

Full design services for the Montague Public Libraries' Main Branch at 38 Avenue A as described in the 2025 MPLCP grant materials, which calls for a new two-story facility of approximately 20,800 gross square feet. Based on the Schematic Design cost estimate, we anticipated the construction cost will be approximately \$20.0M, and FF&E will be an additional \$1M (roughly \$525,000 for loose furnishings and \$475,000 for shelving).

Project Team

I will continue to oversee the project as Principal in Charge, Kelsey Laser will continue as Project Manager and point-of-contact for the project, with technical support by Sofia Kuspan and other staff as needed. The following consultants are included in our fixed-fee proposal for remaining design services:

MEP/FP/Technology/AV/Security	Rist Frost Shumway
Structural Engineer	Richmond So Engineers (MBE)
Civil Engineer	Samiotes Consultants, Inc. (WBE)
Geotechnical Engineer	McPhail Associates, LLC
Lighting Design	HLB Lighting (WBE)
Acoustical Design	Acentech
Landscape Architecture	Ground, Inc. (WBE)
Code Consulting	JS Consulting Engineers, PLLC (WBE)
Specifications	Kalin Associates, LLC
Cost Estimating	PM&C

Project Tasks

Schematic Design: We consider this phase 100% complete due to the level we were able to reach during the MPLCP Level of Design phase.

Design Development:

- Develop drawings, plans, and specifications per the scope established during the MPLCP Level of Design / Schematic Design phase
- Engage with and coordinate technical consultants as required
- Perform supplemental topographic / utility survey for adjacent parking lot parcel
- Perform design-assist energy modeling and Life Cycle Cost Analysis for systems comparison and to guide owner decision-making (our fixed fee assumes that the final path for Energy Code compliance will be the prescriptive path)
- Perform soil testing to design stormwater control systems

Schwartz/Silver
Architects Inc.

75 Kneeland Street
Boston MA 02111

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

- Develop preliminary interior and exterior finish selections for review
- Develop preliminary FF&E selections for review
- Provide 100% DD Construction Cost estimate
- Provide updated FF&E estimate
- Consult with OPM on updated Project Cost estimate
- Provide updated renderings as follows: two exterior street-level views, one aerial, and four interiors (example: Adult Collections, Children's Room, Teen Room, Multipurpose Room)
- Present and/or submit project documentation to local boards/commissions
- Client meetings: weekly virtual check-ins, 3 meetings/presentations (virtually preferred when feasible)

Construction Documents:

- Develop detailed Chapter 149 bid documents and specifications consistent with applicable code requirements and Library's needs
- Coordinate the work of the consultant team
- Finalize interior and exterior finish selections
- Refine FF&E selections with finish/fabric selections
- Provide 60% CD Construction Cost estimate
- Provide updated FF&E estimate
- Provide final renderings from same vantage points.
- Assist the Town and OPM with coordination of front end for Bid Documents
- Consult with OPM on updated Project Cost estimate
- Present and/or submit project documentation to local boards/commissions
- Client meetings: weekly virtual check-ins, 3 meetings/presentations (virtually preferred when feasible)

Bidding/Negotiation:

- Attend pre-bid conference
- Respond to bidder questions, publish addenda as required
- Assist the Town, LBSC, and OPM in reviewing contractor bids and recommending an award

Construction Administration:

- Coordinate with the General Contractor (GC) and OPM to secure the necessary approvals and permits for construction
- Attend weekly Owner-Architect-Contractor (OAC) meetings (these will replace the weekly virtual check-ins with the LBSC during construction)
- Conduct periodic site visits during construction to ensure that the work is in accordance with the Construction Documents (site visits to be conducted on the same days as the OAC meetings)
- Provide field reports documenting deficiencies in construction progress
- Review GC submittals for product data and shop drawings
- Respond to RFI's from the GC
- Review and sign-off on monthly GC payment requisitions
- Produce a punchlist for the GC
- Develop final FF&E procurement package; coordinate with vendors on state purchasing agreements
- Ensure furniture is provided and installed according to the final specifications
- Produce a punchlist for FF&E vendors
- Provide Construction Control affidavits for completed project

All deliverables will be delivered electronically. If hard copies or large-scale printed materials are required, we will outsource these as an additional reimbursable expense.

Project Schedule

We understand that the project will restart in June or July of this year, and only after affirmative approval by the Town. Although we understand that the MBLC advises communities to allow for approximately 12 months for design, we feel that our MPLCL Level of Design submission was essentially at a full Schematic Design, so moving straight into Design Development will save a few weeks in the project schedule. One of our first tasks will be to consult with the Town and OPM to develop a detailed project schedule. Until then, our assumptions are based on the following phase durations:

Task	duration in weeks	target dates
Design Development	18 (includes 3 weeks for estimating)	7/9/26-11/13/26
Construction Documents	20 (includes 3 weeks for estimating)	11/30/26-4/16/27
Bidding/Negotiation	8 weeks	5/19/27-7/14/27
Construction Administration	69 weeks (16 months)	8/1/27-12/1/28

Furnishings design will generally run roughly concurrent with the phases above, but the final specifications, procurement, and installation oversight will occur during building construction.

Fee

We propose a fixed fee of **\$1,984,150** for the services described above as follows:

Design Development	524,000
Construction Documents	560,350
Bidding/Negotiation	43,250
Construction Administration	756,550
FF&E Design/Specifications (includes shelving)	100,000
Total Fee	\$1,984,150

This fee is broken down by firm as follows:

Schwartz/Silver (Architecture)	\$952,500
Schwartz/Silver (FF&E Design & Specifications)	100,000
RFS (MEP / FP / Technology / AV / Security / Solar)	447,500
Richmond So Engineers (Structural)	150,000 (MBE)
Samiotas (Civil / Survey)	90,500 (WBE)
McPhail (Geotech)	39,000
HLB Lighting (Lighting Design)	76,250 (WBE)
Acentech (Acoustics, Environmental Sound)	42,000
Ground, Inc. (Landscape Design)	26,000 (WBE)
JS Consulting Engineers, PLLC (Code Consulting)	12,400 (WBE)
Kalin Associates, LLC (Specifications)	18,000
PM & C (Cost Estimating)	30,000
Total Fee	\$1,984,150

Based on this breakdown, we will meet the SDO participation goals for WBE and MBE, which are 10.3% and 7.6%, respectively. Although we have not engaged a VBE consultant, there will be an opportunity to do so at a later date.

The fixed fee is exclusive of all project-related expenses, such as travel mileage, meals, special printing, and postage, if required. We recommend that \$20,000 be set aside to cover these expenses. Most of these expenses will occur in the construction phase, when we will have weekly site visits.

At the Town's request, we can provide the following services which are outside our fixed fee scope listed above. Please let us know which, if any, are desired and we can either revise this proposal accordingly or forward a separate proposal.

- LEED consulting, design, & administration (\$120,000)
- Full energy model for Energy Code (if prescriptive path is not taken)
- Early release bid packages (this is dependent on scope, but we suggest carrying a \$10,000 allowance per package)
- Vibration monitoring during construction (\$6,000)
- Site Photometry Report (\$5,500)
- Building Control Plan (\$3,500)
- Certified Plot Plan (allow \$2,000 - \$3,000)
- Discontinuance of plot plan (allow \$3,000 - \$4,000)
- ZBA support by civil engineer (allow \$6,000 - \$8,000)
- Con Com NOI submission (allow \$156,000 - \$20,000)
- Permitting for adjacent parcel (allow \$8,000 - \$24,000, depending on requirements)
- Exterior mural art and specialty signage (TBD, depending on scope)
- Additional renderings beyond those stipulated above (allow \$2000 per view)
- Virtual fly-through / animation (fee is dependent on length of animation and whether it is exterior-only or exterior + interior)

Form of Agreement

The Town can either amend our current Agreement for Designer Services to include these additional phases of work, or we can provide an AIA B103 Agreement.

Please let me know if you have any questions regarding this proposal. Thank you again for the opportunity to continue working with you, Downes, and the LBSC on this truly exciting project!

Sincerely,



Angela Ward Hyatt, FAIA
President
SCHWARTZ/SILVER ARCHITECTS INC.

Cc:
Steve Smith, Downes
Adam Thibeault, Downes
Caitlin Kelley, Library Director
Anne Brown, SSA Finance Director
Kelsey Laser, SSA Project Manager



Franklin County Regional Housing
& Redevelopment Authority

241 Millers Falls Road
Turners Falls, MA 01376

Tel: 413-863-9781
Fax: 413-863-9289
www.fcrhra.org

8C

AUTHORIZATION TO DISBURSE

Invoice # 1

Project No.

TOWN OF MONTAGUE FY2025 CDBG

FY25 Avenue A Streetscape Improvements 5.1 Construction Project (6B)

Contractor: HM Nunes and Sons Construction, Inc.

82 Carmelinas Circle

Ludlow, MA 01056

Date: July 10, 2026

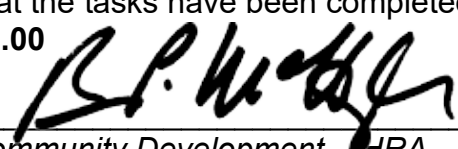
Total Contract	399,000.00
Total Paid to Date:	-
Balance:	399,000.00
This Invoice:	179,170.00
Balance:	219,830.00

Work Items Complete: Construction Contract: 50% mobilization; 60% excavation & removals; 60% material import & site prep; 80% granite work; 35% concrete & brick work; 30% ramp, stairs & railings; 10% electrical work; 30% site furnishings

See attached invoice dated: June 30, 2026

**FY25 MONT
\$179,170.00**

I reviewed this invoice on 07/10/26 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$ 179,170.00**


Director of Community Development –HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

PAYMENT APPLICATION

Page 1

TO: Town of Montague 1 Avenue A Turner Falls, MA 01376 Attn: Walter Ramsey	PROJECT NAME AND LOCATION: 573 - Avenue A, Ph 5, Montague Avenue A Streetscape Improvements, Phase 5. 1 Avenue A Turner Falls, MA 01376	APPLICATION # 1 PERIOD THRU: 06/30/2026 PROJECT #s: DATE OF CONTRACT: 04/27/2026 PAYMENT TERMS: Net 30 Days PAYMENT DUE: 08/08/2026	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
FROM: H.M. Nunes & Sons Construction, Inc. 82 Carmelinas Circle Ludlow, MA 01056	ARCHITECT: Berkshire Design Group, Inc. 4 Allen Place Northampton, MA 01060		
FOR: Avenue A Streetscape Improvements, Phase 5.1			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$399,000.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$399,000.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$188,600.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$9,430.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$9,430.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$179,170.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	\$179,170.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$219,830.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: H.M. Nunes & Sons Construction, Inc.

By: Kan M Date: 7/10/2026

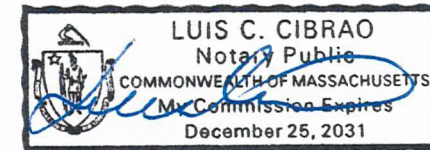
State of: Massachusetts

County of: Hampden

Subscribed and sworn to before
me this 10th day of July 2026

Notary Public: Luis C. Cibrao

My Commission Expires: December 25, 2031



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$179,170.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: Doug Smith Date: 7/10/2026

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2 of 2

PROJECT: 573 - Avenue A, Ph 5, Montague APPLICATION #: 1
 Avenue A Streetscape Improvements, Phase DATE OF APPLICATION: 07/09/2026
 5.1 PERIOD THRU: 06/30/2026
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
		QTY	\$ AMT						
1	Mobilization	\$14,000.00	\$0.00	\$7,000.00	\$0.00	\$7,000.00	50%	\$7,000.00	\$350.00
	\$14,000.00 PER L.S.	1.00	0.00	0.50	0.00	0.50		0.50	
2	Excavation & Removals	\$27,000.00	\$0.00	\$16,200.00	\$0.00	\$16,200.00	60%	\$10,800.00	\$810.00
	\$27,000.00 PER L.S.	1.00	0.00	0.60	0.00	0.60		0.40	
3	Material Import & Site Prep	\$35,000.00	\$0.00	\$21,000.00	\$0.00	\$21,000.00	60%	\$14,000.00	\$1,050.00
	\$35,000.00 PER L.S.	1.00	0.00	0.60	0.00	0.60		0.40	
4	Granite Work (Inc. Planters)	\$87,000.00	\$0.00	\$69,600.00	\$0.00	\$69,600.00	80%	\$17,400.00	\$3,480.00
	\$87,000.00 PER L.S.	1.00	0.00	0.80	0.00	0.80		0.20	
5	Water Work	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00	\$0.00
	\$3,000.00 PER L.S.	1.00	0.00	0.00	0.00	0.00		1.00	
6	Concrete & Brick Work	\$134,000.00	\$0.00	\$46,900.00	\$0.00	\$46,900.00	35%	\$87,100.00	\$2,345.00
	\$134,000.00 PER L.S.	1.00	0.00	0.35	0.00	0.35		0.65	
7	Ramp, Stairs & Railings	\$81,000.00	\$0.00	\$24,300.00	\$0.00	\$24,300.00	30%	\$56,700.00	\$1,215.00
	\$81,000.00 PER L.S.	1.00	0.00	0.30	0.00	0.30		0.70	
8	Electrical Work	\$9,000.00	\$0.00	\$900.00	\$0.00	\$900.00	10%	\$8,100.00	\$45.00
	\$9,000.00 PER L.S.	1.00	0.00	0.10	0.00	0.10		0.90	
9	Site Furnishings	\$9,000.00	\$0.00	\$2,700.00	\$0.00	\$2,700.00	30%	\$6,300.00	\$135.00
	\$9,000.00 PER L.S.	1.00	0.00	0.30	0.00	0.30		0.70	
	TOTALS	\$399,000.00	\$0.00	\$188,600.00	\$0.00	\$188,600.00	47%	\$210,400.00	\$9,430.00

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CHANGE ORDER
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

☐
☐
☐
☐
☐

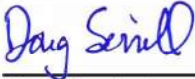
PROJECT:	573 - Avenue A, Ph 5, Montague Avenue A Streetscape Improvements, Phase 1 Avenue A Turner Falls, MA 01376	CHANGE ORDER #:	1
		CHANGE ORDER DATE:	06/25/2026
		PROJECT #s:	
TO:	H.M. Nunes & Sons Construction, Inc. 82 Carmelinas Circle Ludlow, MA 01056	DATE OF CONTRACT:	04/27/2026
		FOR:	Avenue A Streetscape Improvements, Phase 5.1

The Contract is changed as follows:

This ADD Change Order covers associated costs with the need to add flowable fill to project for the construction of ramp required per contract documents.

The original Contract Sum was	\$399,000.00
The net change by previously authorized Change Orders is	\$0.00
The Contract Sum prior to this Change Order was	\$399,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$5,460.00
The new Contract Sum including this Change Order will be	\$404,460.00
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Berkshire Design Group, Inc.	H.M. Nunes & Sons Construction, Inc.	Town of Montague
ARCHITECT	CONTRACTOR	OWNER
4 Allen Place	82 Carmelinas Circle	1 Avenue A
ADDRESS	ADDRESS	ADDRESS
Northampton, MA 01060	Ludlow, MA 01056	Turner Falls, MA 01376
		
BY (Signature)	BY (Signature)	BY (Signature)
Doug Serrill	Luis Cibrao	Walter Ramsey
(Typed Name)	(Typed Name)	(Typed Name)
DATE 6/29/2026	DATE 06/25/2026	DATE

Change Order Items

Number: 1

Initiation Date: 06/25/2026

Title: CO 1 - Flowable Fill

Project: Avenue A Streetscape Improvements, Phase 5.1

Project #:

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Flowable Fill		30.000	Cu. Yd.	182.00	5,460.00
Total:							\$5,460.00

Chicopee Concrete Service, Inc. Westfield Ready – Mix, Inc.

652 Prospect Street • Chicopee, MA • 01020
Telephone (413) 594-4700 • Fax (413) 594-2000

June 26, 2026

H M Nunes Construction
Attn: Luis Cibrao
RE: Avenue A 5.1

We are pleased to submit the following concrete mix design for your review and approval for the above referenced project.

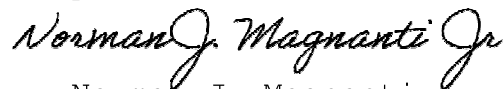
Flowable Fill Non-Excavatable

Cement	LBS	150
Sand	LBS	2050
Water	LBS	358
MasterCell 25	OZ/CY	3.0
Air Content	pct	25 - 30

Aggregate weights are based on a saturated surface dry condition.

Approved MassDOT Mix Design

Respectfully Submitted,
Chicopee Concrete Service, Inc.



Norman J. Magnanti
Vice President

PROPOSED CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

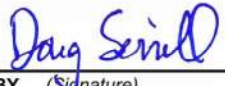
PROJECT:	573 - Avenue A, Ph 5, Montague Avenue A Streetscape Improvements, Phase 1 Avenue A Turner Falls, MA 01376	CHANGE ORDER #:	2
		CHANGE ORDER DATE:	07/16/2026
		PROJECT #s:	
TO:	H.M. Nunes & Sons Construction, Inc. 82 Carmelinas Circle Ludlow, MA 01056	DATE OF CONTRACT:	04/27/2026
		FOR:	Avenue A Streetscape Improvements, Phase 5.1

The Contract is changed as follows:

This ADD Change Order covers associated costs with a redesign of the water supply to the irrigation box. This redesign was needed due to lack of a backflow preventer on original design, and due to some changes in the field that allowed to tie in to an existing water valve instead of performing a new tap to the water main.

The original Contract Sum was	\$399,000.00
The net change by previously authorized Change Orders is	\$9,011.73 (PCO #1 & #3)
The Contract Sum prior to this Change Order was	\$408,011.73
The Contract Sum will be increased by this Change Order in the amount of	\$3,438.00
The new Contract Sum including this Change Order will be	\$411,449.73
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Berkshire Design Group, Inc.	H.M. Nunes & Sons Construction, Inc.	Town of Montague
ARCHITECT	CONTRACTOR	OWNER
4 Allen Place	82 Carmelinas Circle	1 Avenue A
ADDRESS	ADDRESS	ADDRESS
Northampton, MA 01060	Ludlow, MA 01056	Turner Falls, MA 01376
		
BY (Signature)	BY (Signature)	BY (Signature)
Doug Serrill	Luis Cibrao	Walter Ramsey
(Typed Name)	(Typed Name)	(Typed Name)
DATE 7/17/2026	DATE 07/16/2026	DATE

Change Order Items

Number: 2

Initiation Date: 07/16/2026

Title: CO 2 - Additional Water Work

Project: Avenue A Streetscape Improvements, Phase 5.1

Project #:

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	CREDIT	Curb Stop, Main Connection, Excavation & Asphalt Patching		-1.000	L.S.	1,500.00	-1,500.00
2	ADD	Labor for Installation of RPZ Assembly/Backflow Preventer & RPV (Includes Additional Footage of Water Service & Excavation)		1.000	L.S.	1,500.00	1,500.00
3	ADD	Materials Quote		1.000	L.S.	3,438.00	3,438.00
4	NOTE	Designer to confirm all proposed equipment will fit into enclosure.					
						Total:	\$3,438.00



FERGUSON WATERWORKS #799
12 CARMELINAS CIRCLE
LUDLOW, MA 01056-1044

Phone: 413-631-0060
Fax: 413-593-1406

Deliver To:
From: Helder Costa
helder.costa@ferguson.com
Comments:

17:06:02 JUL 16 2026

Page 1 of 2

FERGUSON ENTERPRISES, LLC #576

Price Quotation
Phone: 413-631-0060
Fax: 413-593-1406

Bid No: B558981
Bid Date: 07/13/26
Quoted By: HPC

Cust Phone: 413-547-6488
Terms: NET 10TH PROX

Customer: H M NUNES & SONS CONSTRUCT
82 CARMELINAS CIRCLE
LUDLOW, MA 01056

Ship To: H M NUNES & SONS CONSTRUCT
82 CARMELINAS CIRCLE
LUDLOW, MA 01056

Cust PO#: AVENUE A STREETSCAPE

Job Name: MONTAGUE, MA

Item	Description	Quantity	Net Price	UM	Total
AX475250100	3/4X100 CTS 250 PSI NSF BLUE	100	0.700	FT	70.00
MH15428NF	LF 3/4 CTS COMP X MIP COUP	2	30.000	EA	60.00
PSISCF	3/4 SS INS STIFFENER CTS PE	2	3.000	EA	6.00
IBRLF125UF	LF 3/4 BRS 125# UNION	2	18.000	EA	36.00
GBRNFM	LF 3/4X3 BRS NIP GBL	2	8.000	EA	16.00
WLF123LPF	LFNP 3/4 WTR LO PRES REG	4	1050.000	EA	1050.00
WLF909QTFSF	LF 3/4 RPZ BFP ASSY QT SHUTOFF VLV	1	2150.000	EA	2150.00
S100SAL	SAFE-T-COVER 100S-AL ENC ENCLOSURE UNIT PRICE INCLUDES FREIGHT.	1	1100.000	EA	1100.00
					\$ 3,438.00
Net Total:					\$4488.00
Tax:					\$299.27
Freight:					\$300.00
Total:					\$5087.27

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=799&on=39343>

17:06:02 JUL 16 2026

Reference No: B558981



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=799&on=39343>

This drawing is not intended nor shall it be used for construction purposes unless the signed professional seal of a registered landscape architect, civil engineer or land surveyor employed by The Berkshire Design Group, Inc. is affixed above.

Do not scale drawing for quantity take-offs or construction. Use written dimensions only. If dimensions are incomplete, contact The Berkshire Design Group Inc. for clarification.

© Copyright The Berkshire Design Group, Inc.
This drawing and all of its contents are the express property of
The Berkshire Design Group, Inc., and shall not be copied or
used in any way without the written consent of The Berkshire
Design Group, Inc.

Village of Turners Falls
1 Avenue A
Turners Falls, MA

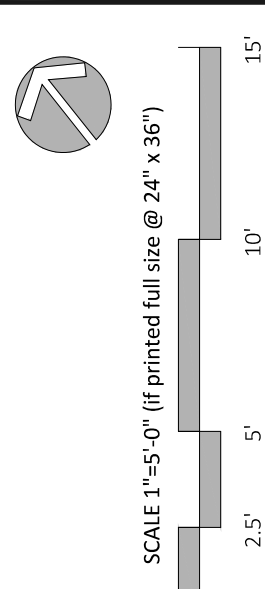
Avenue A Streetscape
Improvements Project

Phase 5.1



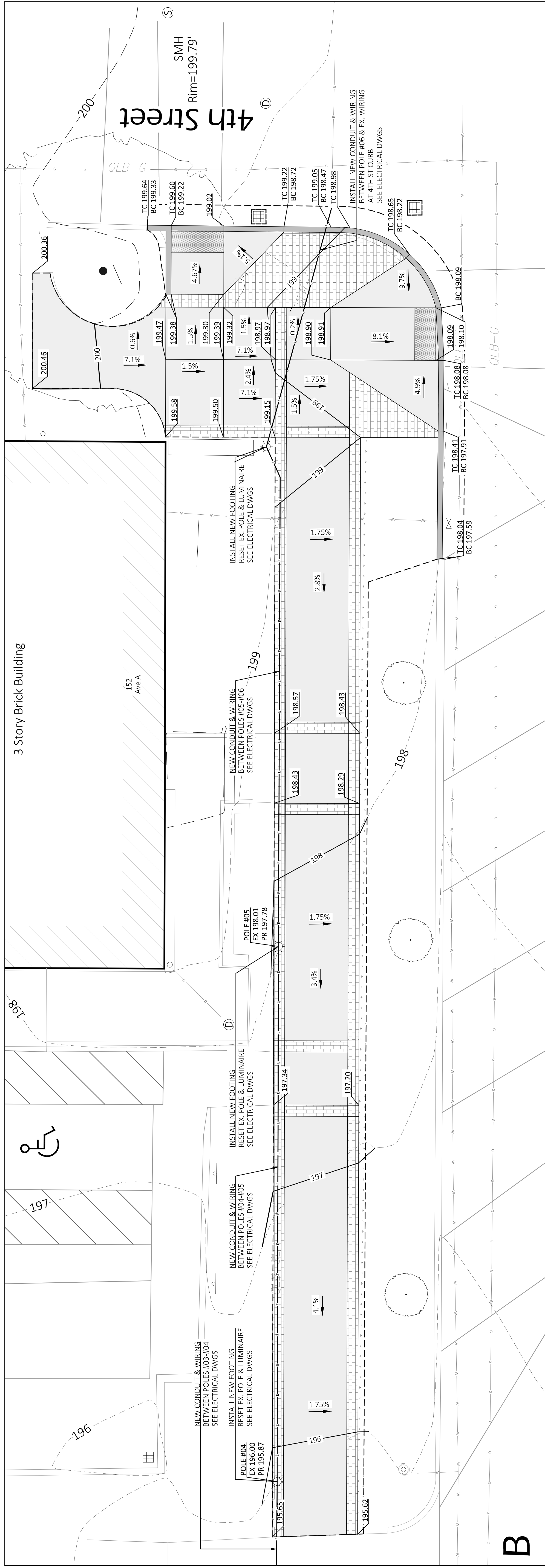
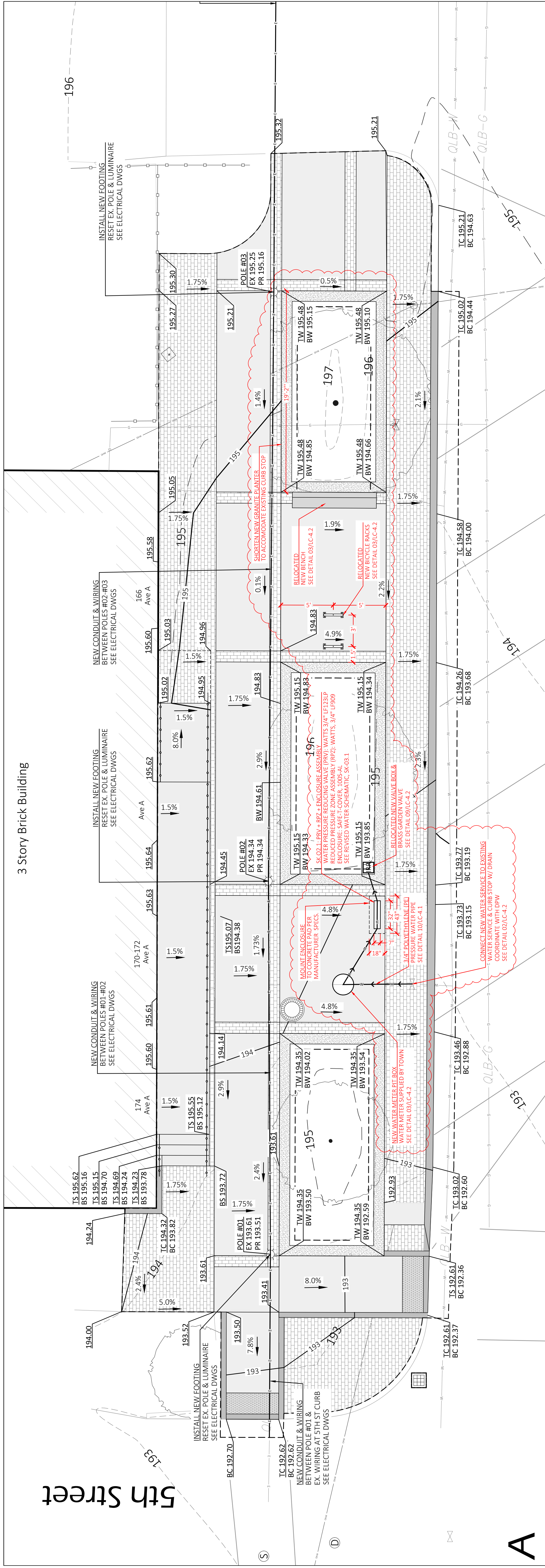
BID SET

SITE GRADING & UTILITIES PLAN

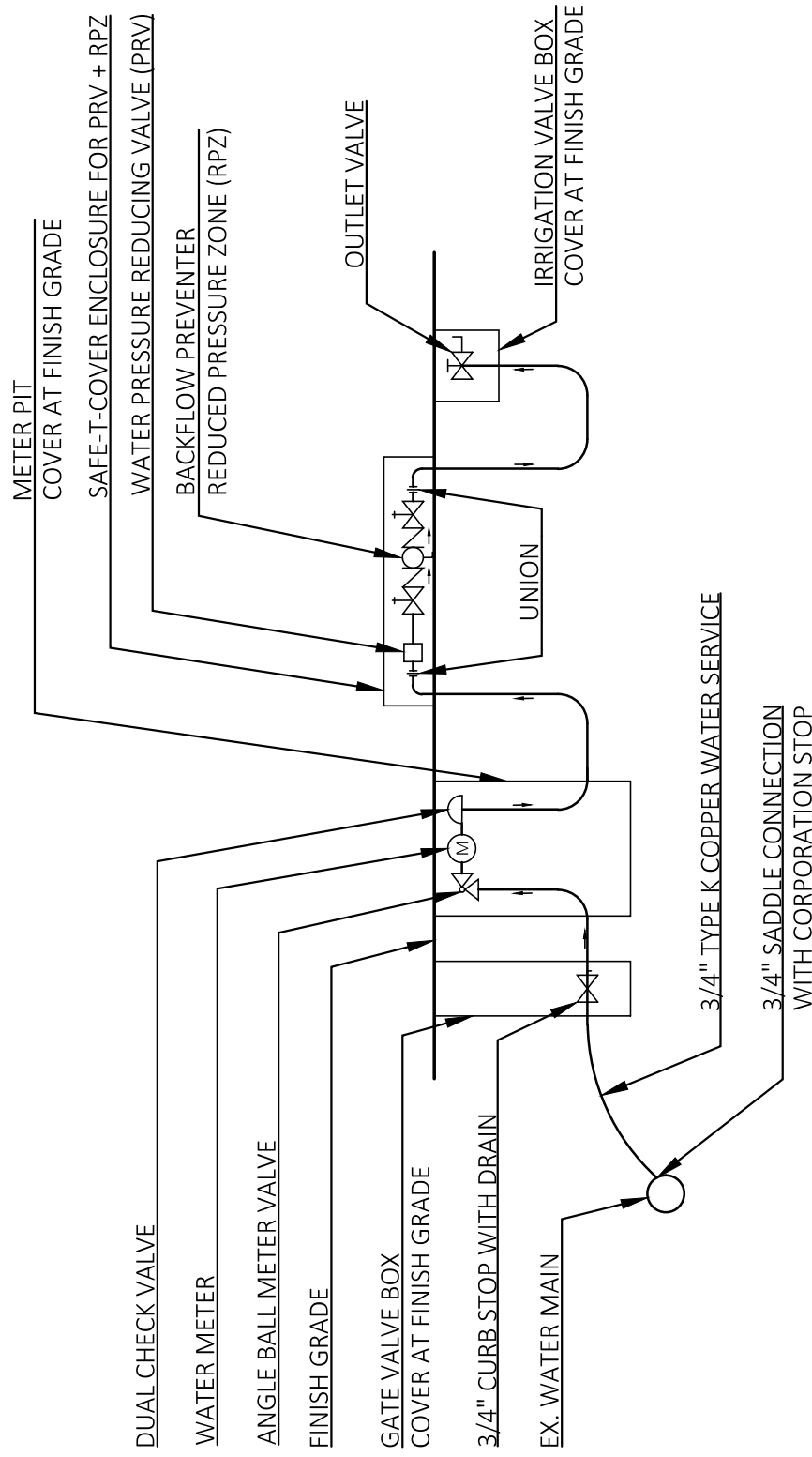


Revisions
3/19/2026 - REVISION #1
6/10/2026 - SK.01: RELOCATED METER PIT & VALVE BOX
6/18/2026 - SK.02: REDUCED PRESSURE ZONE ASSEMBLY & ENCLOSURE
7/18/2026 - SK.02.1: REDUCED PRESSURE ZONE ASSEMBLY & ENCLOSURE

Date:	MARCH 4, 2026	Sheet Number
Scale:	1"=5'	LC-3.1
Drawn By:	WDS	
Checked By:	CNM	

UTILITY NOTES

GRADING NOTES





Berkshire
Design
Group

4 Allen Place, Northampton, Massachusetts 01060
(413) 582-7000 • FAX (413) 582-7005

VILLAGE OF TURNER FALLS
 AVENUE A STREETSCAPE IMPROVEMENTS PROJECT
 TURNER FALLS, MA

WATER SCHEMATIC

SK-03.1
 06/24/2026
 Rev. 7/8/2026

Engineering Specification

Job Name _____

Contractor _____

Job Location _____

Approval _____

Engineer _____

Contractor's P.O. No. _____

Approval _____

Representative _____

LEAD FREE*

Series LF909

Reduced Pressure Zone Assemblies

LF909

$\frac{3}{4}$ "–1"

LF909M1

1 $\frac{1}{4}$ "–2"

Series LF909 Reduced Pressure Zone assemblies provide superior cross-connection control protection of the potable water supply in accordance with national plumbing codes and containment control for water authority requirements. This series can be utilized in a variety of installations, including health hazard cross-connections in plumbing systems or for containment at the service line entrance. The series features Lead Free* construction to comply with Lead Free* installation requirements. With its exclusive design incorporating the "air-in/water-out" principle, the series provides maximum relief valve discharge during the emergency conditions of combined backsiphonage and backpressure with both checks fouled. Standardly furnished with full port, resilient-seated, and Lead Free* cast copper silicon alloy ball valve shutoffs. Sizes $\frac{3}{4}$ " and 1" shutoffs have tee handles.

This series includes a flood sensor to detect excessive water discharges from the relief valve. The sensor is installed on the assembly exterior and does not alter assembly functions or certifications. The sensor relays a signal that triggers notification to facility personnel, helping to avoid the possibility of ruinous flooding and costly damage. (NOTE: The flood sensor is not intended for use in vertical installations. Mounting in this orientation may affect detection accuracy and reliability.)

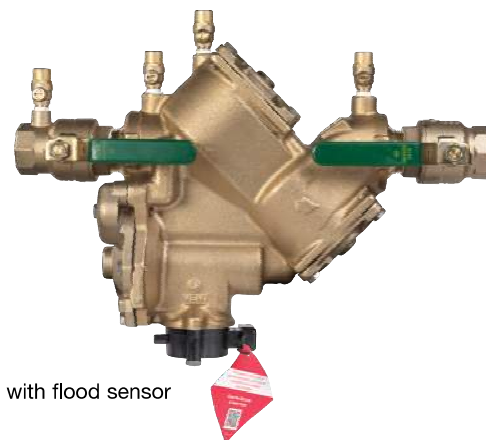
NOTICE

An add-on connection kit is required to activate the flood sensor. Without the connection kit, the flood sensor is a passive component that does not communicate with any other device. (For more information, download RP-IS-LF909S.)

Features

- Modular, compact design easing installation
- Replaceable seats
- Horizontal or vertical (up or down) installation (See Approvals for agency listings.)
- No special tools required for servicing
- Sensor on the relief valve for flood detection
- Flood alerts feature activated with add-on sensor connection kit, compatible with BMS and cellular communication

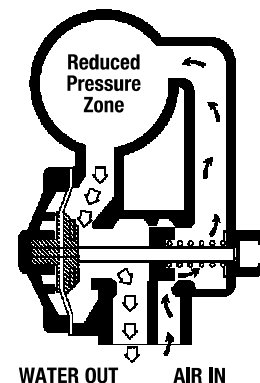
*The wetted surface of this product contacted by consumable water contains less than 0.25% of lead by weight.



LF909-QT with flood sensor

How It Operates

The unique relief valve construction incorporates two channels: one for air, the other for water. When the relief valve opens the right channel admits air to the top of the reduced pressure zone, relieving the zone vacuum. The left channel then drains the zone to atmosphere. (See diagram to the right.) Therefore, if both check valves foul, and simultaneous negative supply and positive backpressure develop, the relief valve uses the air-in/water-out principle to stop potential backflow.



NOTICE

Use of the flood sensor does not replicate the need to comply with all required instructions, codes, and regulations related to installation, operation, and maintenance of this product, including the need to provide proper drainage in the event of a discharge.

Watts is not responsible for the failure of alerts due to connectivity issues, power outages, or improper installation.

NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product. Inquire with governing authorities for local installation requirements.

Watts product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Watts Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Watts products previously or subsequently sold.



Specification

A Reduced Pressure Zone assembly shall be installed at each cross-connection to prevent backsiphonage and backpressure of hazardous materials into the potable water supply. The assembly shall consist of a pressure differential relief valve located in a zone between two positive seating check valves. Backsiphonage protection shall include provision to admit air directly into the reduced pressure zone via a separate channel from the water discharge channel, or directly into the supply pipe via a separate vent. The assembly shall be constructed using Lead Free* cast copper silicon materials. The Lead Free* reduced pressure zone assembly shall comply with state codes and standards, where applicable, requiring reduced lead content. The assembly shall include two tightly closing shutoff valves before and after the assembly, test cocks and a protective strainer upstream of the No. 1 shutoff valve. The assembly (specify Model LF909 for temperatures up to 140°F (60°C) or Model LF909HW for temperatures up to 210°F (99°C)) shall meet the requirements of ASSE Standard 1013; AWWA Standard C-511-92 CSA B64.4; FCCCHR of USC Manual Section 10. Listed by IAPMO (UPC), SBCCI (Standard Plumbing code). The assembly shall be a Watts LF909QT, and shall include strainer (-S) and sensor on the relief valve for flood detection (-FS).

Model/Option

FS	Sensor on relief valve for flood detection
QT	Quarter-turn ball valves
S	Bronze strainer
HW	Stainless steel check modules for hot and harsh water conditions

NOTICE

The installation of a drain line is recommended. When installing a drain line, an air gap is necessary.

Materials

Body: Lead Free* cast copper silicon alloy

Check Seats: 909 Celcon®

Relief Valve Seats: Stainless Steel 909

Test Cocks: Lead Free* cast copper silicon alloy

Standards

AWWA C-511-92

FCCCHR of USC Manual Section 10

IAPMO (UPC), SBCCI (Standard Plumbing code)

Tested and Certified by NSF International

Approvals



Listed by IAPMO

Listed by SBCCI

ASSE Approved horizontal, vertical up, vertical down, sizes 3/4" to 2". (NOTE: Size 2" vertical down approved for LF909M1QT only.)

Approved by the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California. Horizontal, sizes 3/4" to 2"; vertical up, sizes 3/4" to 1".

Pressure — Temperature

Temperature Range: 33°F – 140°F (0.5°C – 60°C) continuous; 180°F (82°C) intermittent

Maximum Working Pressure: 175 psi (12.1 bar)

Series LF909HW:

Temperature Range: 33°F – 210°F (0.5°C – 99°C)

Maximum Working Pressure: 175 psi (12.1 bar)

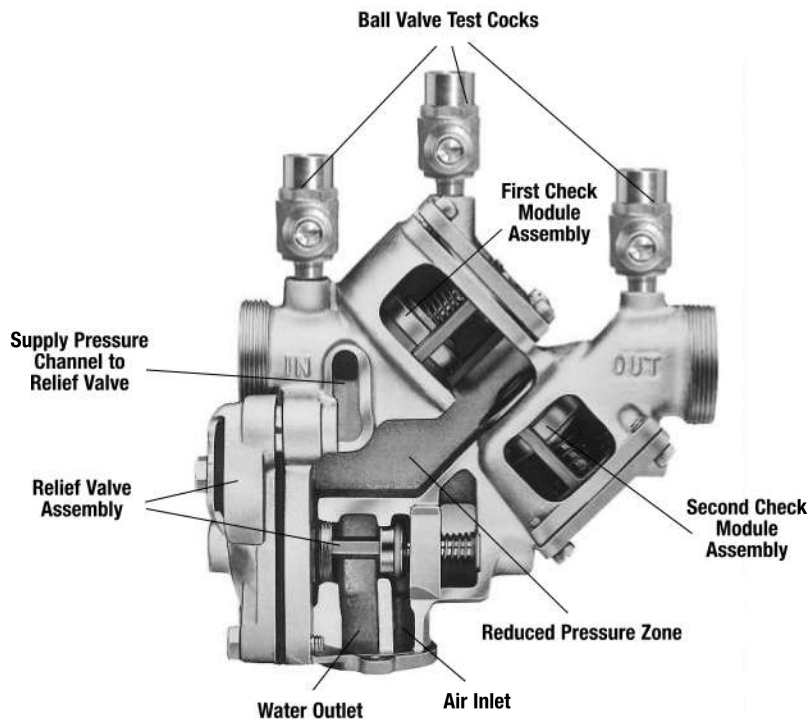
Connections

3/4" – 1" 909-NPT Female threaded body connection

1 1/4" – 2" 909-M1-NPT Male threaded body connection

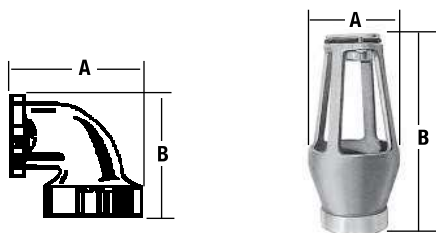
Insulated Enclosure

The WattsBox insulated enclosure is available for this series. For more information download ES-WB at watts.com.



Dimensions — Weights

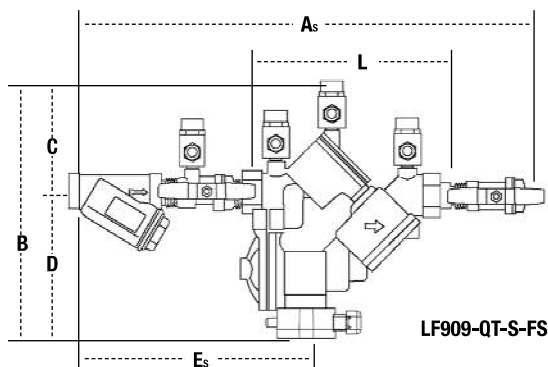
When installing a drain line, use Model 909AG air gaps on Series LF909 backflow preventers. Model 909EL elbows are for air gaps on backflow preventers in vertical installations.



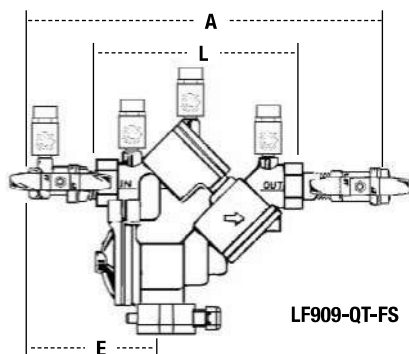
Call customer service if you need assistance with technical details.

Model 909AG Air Gaps

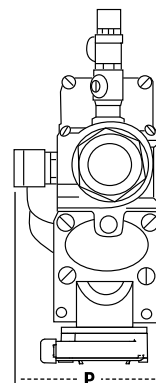
Iron Body No.	Desc.	909 DRAIN		OUTLET		DIMENSIONS				WEIGHT	
		Size in.	mm	Size in.	mm	A in.	mm	B in.	mm	lb	kg
909AG-C	Air Gap	¾, 1	19, 25	1	25	¾	83	4 ½	124	1 ½	0.7
909EL-C	Elbow	¾, 1	19, 25	—	—	2 ½	60	2 ½	60	¾	0.2
909AG-F	Air Gap	1 ¼-2	32-50	2	50	4 ½	111	6 ½	171	3 ¼	1.5
909EL-F	Elbow	1 ¼-2	32-50	—	—	3 ½	92	3 ½	92	2	0.9



LF909-QT-S-FS



LF909-QT-FS



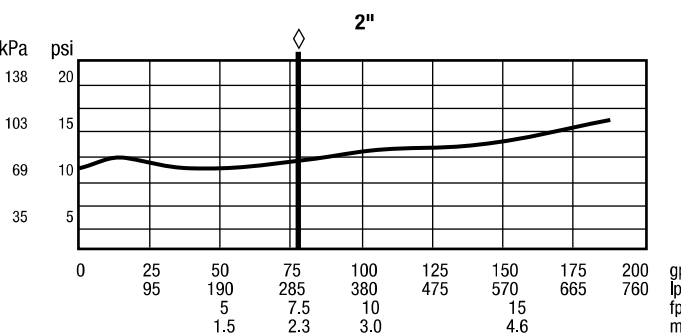
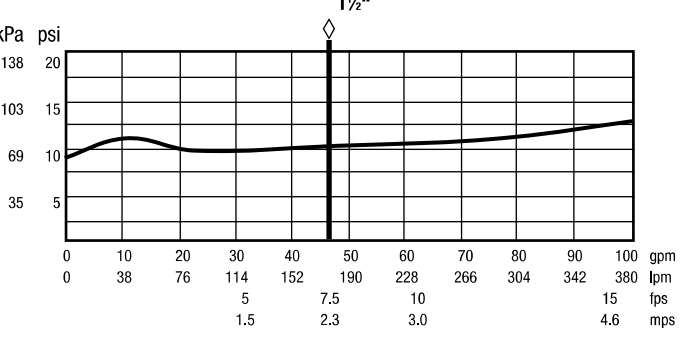
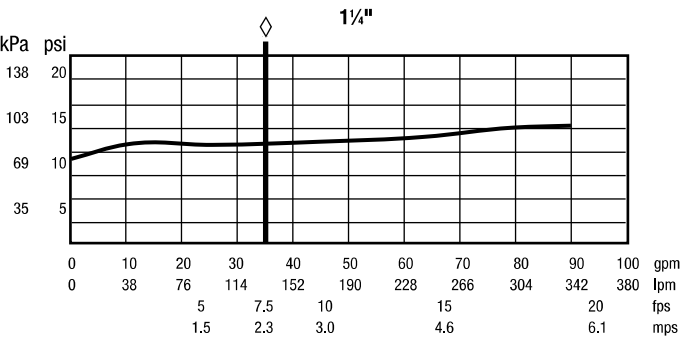
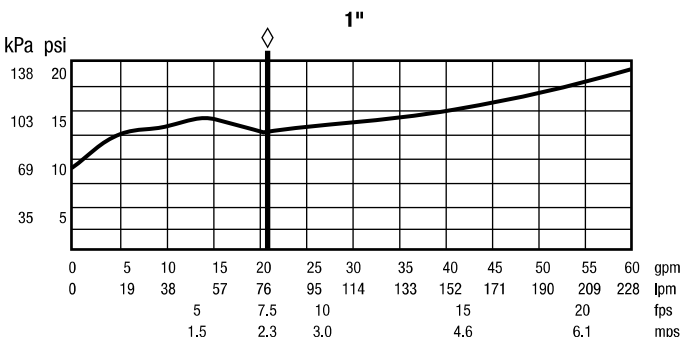
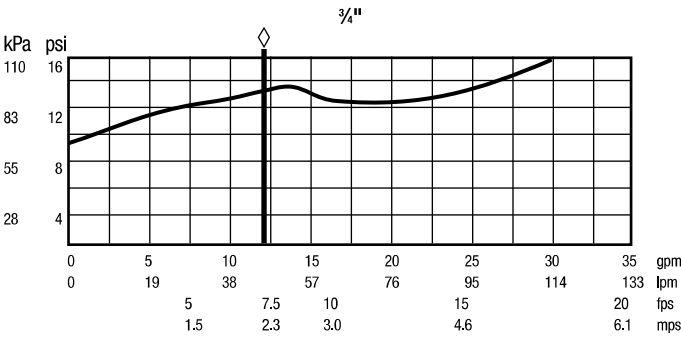
LF909, LF909M1

SIZE	DIMENSIONS														WEIGHT							
	A		As		B		C		D		E		Es		L		P		QT		QT-S	
	<i>in.</i>	<i>mm</i>	<i>in.</i>	<i>mm</i>	<i>in.</i>	<i>mm</i>	<i>in.</i>	<i>mm</i>	<i>in.</i>	<i>mm</i>	<i>in.</i>	<i>mm</i>	<i>in.</i>	<i>mm</i>	<i>in.</i>	<i>mm</i>	<i>in.</i>	<i>mm</i>	<i>lb</i>	<i>kg</i>	<i>lb</i>	<i>kg</i>
¾"	14⅞	365	18⅞ ₁₆	459	9⅞	251	4	102	5⅞	149	6¼	171	10⅞ ₁₆	259	7⅞ ₁₆	186	3⅞	98	14	6.4	15.6	7.1
1"	15⅞	391	19⅞ ₈	498	9⅞	251	4	102	5⅞	149	7	178	11	279	7⅞ ₁₆	186	3⅞	98	15	6.8	17.5	7.9
1¼"M1	18½	470	23⅞ ₁₆	595	12¾	324	5½	140	7⅞	194	7½	191	12⅞ ₁₆	310	10⅞ ₁₆	264	5¼	133	40	18.1	42.8	19.4
1½"M1	19	483	24⅞ ₁₆	619	12¾	324	5½	140	7⅞	194	7½	191	12⅞ ₁₆	321	10⅞ ₁₆	264	5¼	133	40	18.1	44.0	20.0
2"M1	19½	495	25⅞ ₁₆	659	12¾	324	5½	140	7⅞	194	7¾	197	13⅞ ₁₆	354	10⅞ ₁₆	264	5¼	133	40	18.1	47.4	21.5

Capacity

As compiled from documented Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California lab tests.

◊Typical maximum system flow rate (7.5 ft/s)



ENCLOSURE MODEL: I00S-AL

JOB:



SAFE-T-COVER
BY HYDRUS

ENCLOSURES DESIGNED FOR THE WORLD'S WATER SYSTEMS™

WEBSITE: SAFE-T-COVER.COM
EMAIL: SALES@SAFE-T-COVER.COM

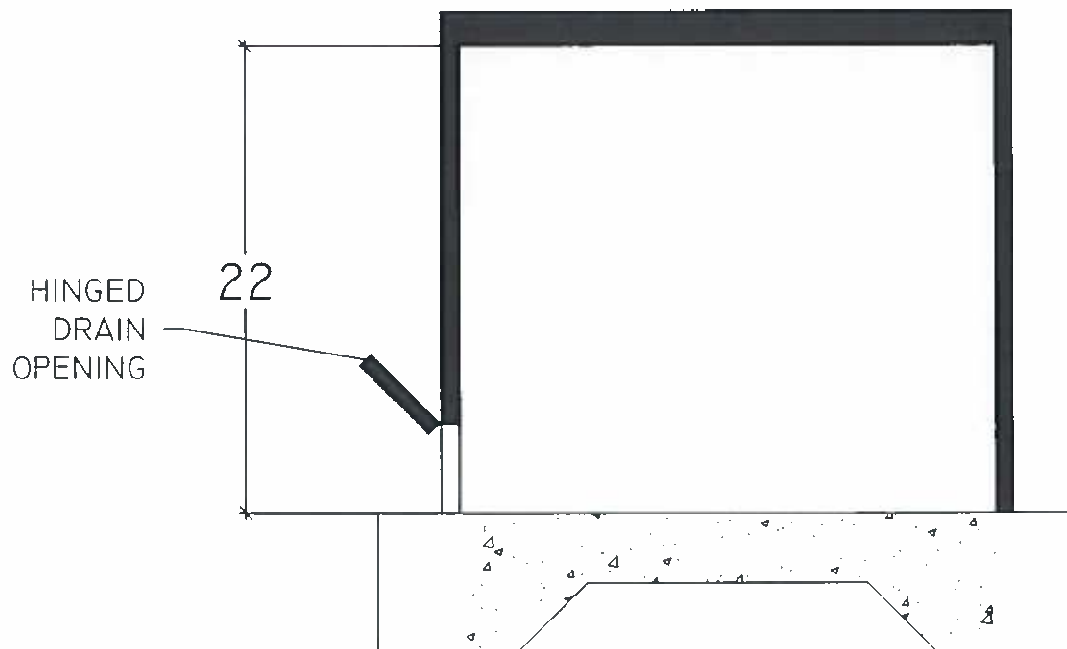
PHONE: 800-246-4333
FAX: 815-258-4481

DRAWN BY: KH

SCALE: NONE

DATE: 04/05/21

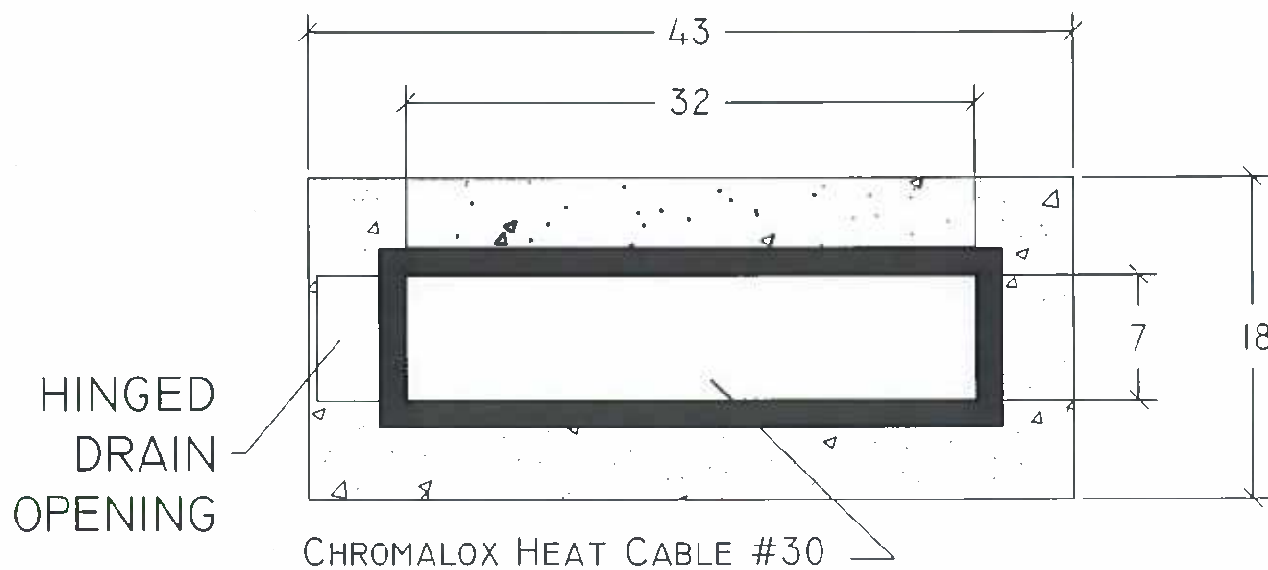
ELEVATION VIEW



I00S-AL

SHEET 1 OF 1

PLAN VIEW



5. MODEL I00S-AL ENCLOSURE

6. ENCLOSURE INSIDE DIMENSIONS:

7"W X 32"L X 22"H

7. CONCRETE PAD IS 11"W X 36"L X 4"-6"H

1. DRAWING NOT TO SCALE.

2. ALL DIMENSIONS ARE IN INCHES.

3. WALL AND INSULATION THICKNESS IS 1-1/2".

4. ROOF AND INSULATION THICKNESS IS 1-1/2".

CONFIDENTIAL: THIS DRAWING IS INTENDED FOR USE ONLY BY THOSE AUTHORIZED TO RECEIVE IT.
DISSEMINATION, DISTRIBUTION OR COPY OF THIS INFORMATION IS STRICTLY PROHIBITED. US PATENT 5,609,784



ENCLOSURES DESIGNED FOR THE WORLD'S WATER SYSTEMS™

Specification Submittal Sheet Series 100/200 – Lift-off Design Insulated Enclosures

Materials

- Roof, walls, and drain panel – 5052-H32 marine grade aluminum (.050/18 gauge), mill finish, ASTM B209 outside
- Drain panel hinge and spring – stainless steel
- Insulation 1½" (9 "R" value) minimum thickness polyisocyanurate foam laminated to a glass fiber reinforced facer (each side), non-wicking
- Mounting hardware – 5052-H32 marine grade aluminum
- Masonry fasteners – metal hit anchors

Standards



- ASSE 1060
- ASTM B209

Advantages

- Fast and simple installation, no special tools required
- Durable
- Lockable

Dimensions

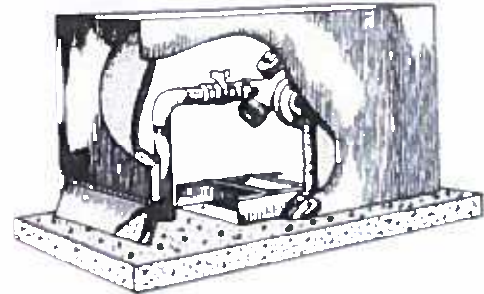
Model	Inside Dimensions			Concrete Pad			Ship Weight Lbs	Drain Opening	
	W	L	H	W	L	H		W	H
100S-AL	7	32	22	18	43	4 – 6	26	7	5¼
200S-AL	14	43	29	25	54	4 – 6	44	14	5¼

All dimensions in inches.

Specifications

A freeze and vandal protective enclosure shall be installed over above ground plumbing systems. The enclosure shall be constructed of 5052-H32 marine grade aluminum with a minimum R9 in the walls and roof. Cut board insulation shall be used for uniform insulation thickness. Sprayed insulation shall be reason for rejection. The enclosures shall have a fully insulated drain panel designed to remain closed, except when discharging water. The drain panel shall be sized to accommodate the maximum discharge for backflow installations. The enclosure shall be mounted securely to a concrete pad and completely removable by way of a lockable stainless steel rod only. All mounting hardware shall be furnished.

When heat is required, a UL or ETL listed heat cable shall be provided that has been independently certified for damp or wet conditions. The enclosure shall be certified to the most recent ASSE Standard 1060 (Class I or Class II). The insulated enclosure shall be a Safe-T-Cover 100/200 Series.



Description

The enclosure is designed to provide freeze and vandal protection of above ground backflow prevention assemblies. The enclosure provides for safe and easy testing and maintenance or replacement of the backflow prevention assembly.

Heating Required

- ☐ Yes – Model = Heat Cable 30
18 ft, 90 Watts (5 Watts per foot), self-regulating heat cable, 120 V plug-in style
- ☐ No

Hydrocowl, Inc.

Nashville, TN • Phone 1-800-245-6333

FAX (615) 259-4481 • www.safe-t-cover.com

SS2 0421

PROPOSED CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

PROJECT: 573 - Avenue A, Ph 5, Montague Avenue A Streetscape Improvements, Phase 1 Avenue A Turner Falls, MA 01376	CHANGE ORDER #: 3	
	CHANGE ORDER DATE: 07/13/2026	
	PROJECT #s:	
TO: H.M. Nunes & Sons Construction, Inc. 82 Carmelinas Circle Ludlow, MA 01056	DATE OF CONTRACT: 04/27/2026	
	FOR: Avenue A Streetscape Improvements, Phase 5.1	

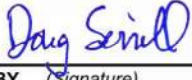
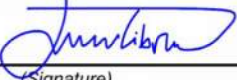
The Contract is changed as follows:

This ADD Change Order covers associated costs with a few miscellaneous site items.

1. Fixing an unmarked "drainage" lateral found when digging for wall footing.
2. Fixing window wells with concrete block and mortar mix.
3. Grinding granite steps on building to approximately 1/8in of sidewalk elevation to eliminate a trip hazard.
4. Cutting granite planters shorter due to conflict water gate valve.

The original Contract Sum was	\$399,000.00
The net change by previously authorized Change Orders is	\$5,460.00 (PCO #1)
The Contract Sum prior to this Change Order was	\$404,460.00
The Contract Sum will be increased by this Change Order in the amount of	\$3,551.73
The new Contract Sum including this Change Order will be	\$408,011.73
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Berkshire Design Group, Inc.	H.M. Nunes & Sons Construction, Inc.	Town of Montague
ARCHITECT	CONTRACTOR	OWNER
4 Allen Place	82 Carmelinas Circle	1 Avenue A
ADDRESS	ADDRESS	ADDRESS
Northampton, MA 01060	Ludlow, MA 01056	Turner Falls, MA 01376
		
BY (Signature)	BY (Signature)	BY (Signature)
Doug Serrill	Luis Cibrao	Walter Ramsey
(Typed Name)	(Typed Name)	(Typed Name)
DATE 7/16/2026	DATE 07/16/2026	DATE

Change Order Items

Number: 3

Initiation Date: 07/13/2026

Title: CO 3 - Miscellaneous Items

Project: Avenue A Streetscape Improvements, Phase 5.1

Project #:

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		"Drainage" Lateral		1.000	L.S.	571.81	571.81
2		Window Wells		1.000	L.S.	2,160.53	2,160.53
3		Grind Granite Steps		1.000	L.S.	464.21	464.21
4		Cut Granite Planters		1.000	L.S.	355.18	355.18
						Total:	\$3,551.73

CHECKED BY:		DATE:		CHANGE ORDER FORM		DATE OF WORK: 6/23/2026		REPORT NO.																			
CONTRACTOR PERFORMING WORK: H.M. Nunes & Sons Construction, Inc.				ENGINEER'S SUBSTANTIATION ESTIMATE		FEDERAL AID NO:		PROJECT NO.																			
DESCRIPTION OF WORK:						Select only one payment type: ☐ Scope Estimate ☐ Proccess (onores payment = 80% of Total) ☒ Final		CONSTRUCTION ORDER																			
Fixing an unmarked "drainage" lateral found when digging for wall footing.						SELECT ONLY ONE PAYMENT TYPE		ITEM NO. PCO 1																			
LABOR				MATERIAL				EQUIPMENT																			
Class		No.		Total Hours		Rate		Amount		Idle (I) or Active (A)		No.		Total Hours		Rate		Amount									
Operator		1		2.00		87.22		174.44		EJ Prescott		1.00		68.64		68.64		Hyundai R55 Mini Exc.		A		1		42.37		0.00	
Laborer		1		2.00		43.00		86.00						0.00		0.00		Hyundai R55 Mini Exc.		I		1		31.22		0.00	
								0.00						0.00		0.00		Freightliner FL70 Dump		A		1		50.41		0.00	
								0.00						0.00		0.00		Freightliner FL70 Dump		I		1		39.81		0.00	
								0.00						0.00		0.00		Hyundai HL955 Loader		A		1		64.41		0.00	
								0.00						0.00		0.00		Hyundai HL955 Loader		I		1		48.38		0.00	
								0.00						0.00		0.00		Chevy Silverado 3500HD		A		1		44.52		0.00	
								0.00						0.00		0.00		Chevy Silverado 3500HD		I		1		32.35		0.00	
								0.00						0.00		0.00		Volvo 180D Excavator		A		1		245.09		0.00	
								0.00						0.00		0.00		Volvo 180D Excavator		I		1		189.84		0.00	
								0.00						0.00		0.00		2023 Kubota SSV75		A		1		86.55		0.00	
								0.00						0.00		0.00		2023 Kubota SSV75		I		1		63.94		0.00	
								0.00						0.00		0.00		Volvo R55 Mini Exc.		A		1		42.37		0.00	
								0.00						0.00		0.00		Volvo R55 Mini Exc.		I		1		31.22		0.00	
								0.00						0.00		0.00		Hyundai HW170A Excavator		A		1		245.09		0.00	
								0.00						0.00		0.00		Hyundai HW170A Excavator		I		1		189.84		0.00	
								0.00						0.00		0.00		Triaxle		A		1		130.00		0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00						0.00		0.00										0.00	
								0.00																			



1 of 1

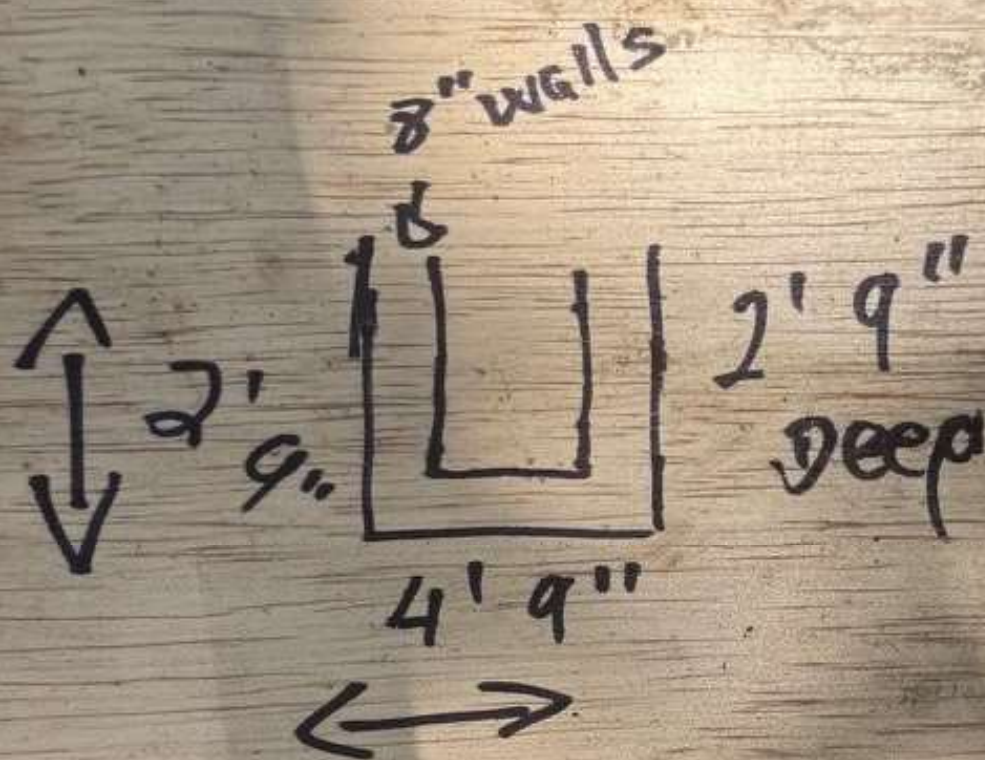
WAREHOUSE: 620



Customer Pickup

Subtotal:	64.60
Tax:	4.04
Freight:	.00
Other:	.00
Total Due:	68.64

EJP TERMS ARE NET 30 DAYS. SERVICE CHARGE IS 1 1/2% PER MONTH (18% A.P.R) ON THE BALANCE OVER 30 DAYS OF AGE
The buyer agrees to pay all costs and expenses of collection, including reasonable attorney's fees, under applicable state law. All purchase orders issued pursuant to EJP quotation shall be subject to the terms and conditions of the EJP program. The buyer agrees to indemnify and hold the seller harmless from all claims, damages, costs and expenses, including reasonable attorney's fees, arising out of or from the use of the EJP program. The buyer agrees to pay all costs and expenses of collection, including reasonable attorney's fees, under applicable state law. All purchase orders issued pursuant to EJP quotation shall be subject to the terms and conditions of the EJP program. The buyer agrees to indemnify and hold the seller harmless from all claims, damages, costs and expenses, including reasonable attorney's fees, arising out of or from the use of the EJP program.







**Municipal Small Bridge Program
Phase 2 Construction Funding Agreement**

Agreement No: 135073

Date: _____

Municipality: Town of Montague

Project: Proposed Bridge Repair Swamp Road over Goddard Brook Bridge No. M-28-036

This Project Funding Agreement (“**Agreement**”) made and entered into by and between the Massachusetts Department of Transportation, having offices at 10 Park Plaza, Boston, MA 02116 (“**MassDOT**” or “**Department**”), and the Town of Montague (the “**Municipality**”). Municipality and MassDOT may hereafter be collectively referred to as “**Parties**” and individually as “**Party**.”

WHEREAS, MassDOT administers the Municipal Small Bridge Program (the “**Program**”), which provides state funded grants to municipalities for the replacement, preservation, and rehabilitation of bridges on the State Bridge Inventory with a span of between ten (10) and twenty (20) feet located on local public ways; and

WHEREAS, Municipality has applied for and desires to receive state financial assistance to undertake a proposed construction project to replace, rehabilitate, or preserve the municipally owned bridge on the State Bridge Inventory identified as bridge number M-28-036 located on Swamp Road over Goddard Brook as more fully described in Exhibit A, attached hereto and made a part this Agreement (the “**Project**”); and

WHEREAS, the Project’s scope of work, as described in Exhibit A, is in accordance with the Project’s approved MGL Chapter 85, Section 35 review of the plans, specifications, and estimate (collectively, the “**Specifications**”), which shall be kept on file at MassDOT and Municipality; and

WHEREAS, Municipality estimates that the Project will cost \$852,105.00 to complete, as detailed in Exhibit B, attached hereto and made part of this Agreement (the “**Project Cost Estimate**”); and

WHEREAS, MassDOT has determined that the Project is eligible for construction funding under the Program in accordance with state appropriation 6121-2118 and has approved financial assistance for the Project in an amount not to exceed \$852,105.00 (the “**Maximum Funding Amount**”); and

WHEREAS, Municipality desires to participate in the Program and proceed with the Project in accordance with the terms, conditions, and provisions set forth herein.

NOW THEREFORE, in consideration of the obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, MassDOT and the Municipality hereby agree, each with the other, as follows:

1.0 MUNICIPALITY'S OBLIGATIONS

- 1.1 Municipality shall provide by its own contractor(s) and/or subcontractor(s) all necessary labor, materials, equipment and other services to construct the Project in accordance with the scope of work (Exhibit A), Project Cost Estimate (Exhibit B), and approved Specifications. Municipality shall not commence work on the Project until MassDOT has issued an official Notice to Proceed ("NTP").
- 1.2 Municipality shall advertise the Project and solicit bids from qualified contractors, and the award of said project shall be subject to MGL Chapter 30 Section 39M. To be eligible to bid on said Project, the Municipality shall require that the contractor be approved in accordance with MassDOT's prequalification process and prequalified under the Class of Work BRIDGE - CULVERTS or BRIDGE – CONSTRUCTION in accordance with MGL Chapter 81 Subsection 8B. Municipality shall follow the same prequalification and procurement guidelines as if the said Project were under MassDOT's Chapter 90 program.
- 1.3 Any and all Specifications, construction activities and/or related work required for the construction of said Project shall be in conformance with any and all applicable MassDOT policies, procedures, and design requirements for municipal bridge projects, as described in the spreadsheets entitled "Municipal Bridge Projects, MGL Chapter 85 Section 35 Review Process" hereto attached and labeled Exhibit C. **Municipality shall not advertise the Project until the Specifications have been approved by MassDOT after undergoing a successful MGL Chapter 85 Section 35 Review process and Municipality has received a copy of the approved Construction plan mylars that are stamped and signed by the Bridge Engineer.**
- 1.4 MassDOT's review of the plans and Specifications shall not relieve Municipality of full responsibility for design errors or omissions.
- 1.5 All work that Municipality performs, or causes to be performed, for the Project shall also be done in compliance with the terms of this Agreement, and all applicable federal, state, and local laws, ordinances, rules and regulations, including, but not limited to, procurement laws, which relate to or in any manner affect the Project work. Municipality's failure to comply with this provision shall constitute a material breach of this Agreement and may result in the termination of this Agreement as provided in Section 5.4.1. Any work performed or procured

in a manner that is not compliant with this Agreement or applicable law may also be deemed ineligible for reimbursement, in whole or in part, at the sole discretion of MassDOT.

- 1.6 Municipality shall secure, at its sole expense, any and all easements, permits (including environmental permits and MassDOT Highway access permits), licenses, approvals, or other permissions which may be necessary for the performance of the Project work, including permissions to enter onto property required to complete the Project not otherwise owned or controlled by Municipality. Prior to the award of the construction contract for the Project, Municipality shall certify to MassDOT in writing that it has (1) obtained all required environmental permits, (2) acquired all required rights-of-way, and (3) performed any necessary coordination activities with utility companies. Municipality shall also demonstrate such acquisitions and/or provide copies of all easements, permits, licenses, approvals, or other permissions acquired to MassDOT for review and approval. After the submittal and approval of the aforementioned documents, the Municipality may proceed with the construction award.
- 1.7 Municipality shall complete the Project by the Agreement's Expiration Date unless an extension of time is granted by MassDOT pursuant to Subsection 5.2 of this Agreement. Work performed after this Agreement's expiration date shall not be eligible for reimbursement.
- 1.8 Municipality shall submit to MassDOT a completed post-implementation report provided by the Department no later than one hundred twenty (120) days from the Project's completion date.

2.0 GRANT FUNDING AND METHOD OF REIMBURSEMENT

- 2.1 Subject to the availability of funds and other terms and conditions of this Agreement, MassDOT will reimburse Municipality for the actual costs incurred to complete the Project up to, but not exceeding, the Maximum Funding Amount. All costs incurred must be approved by MassDOT prior to reimbursement, and MassDOT's determination of eligible and approved costs shall be final in all cases. Any costs above this amount shall be borne by Municipality.
- 2.2 In addition to any costs otherwise identified in this Agreement as ineligible for reimbursement, the following costs shall also be ineligible for reimbursement under this Agreement: (1) costs and expenses associated with traffic control and safety measures in or around the construction work zone, including but not limited to, the use of uniformed law enforcement officers and provision of traffic control devices; (2) insurance costs; (3) costs associated with construction activities for the Project performed prior to Municipality's receipt of an NTP; (4) administration and legal costs incurred by the Municipality for the Project; (5) costs arising from any design errors or omissions; (6) costs and expenses not included in the Project Cost

Estimate, unless such costs have been approved by MassDOT in writing; and (7) costs determined by MassDOT to be inconsistent with the approved scope of work.

- 2.3 During the course of the Project, Municipality may present progress bills of the incurred construction costs for approval and reimbursement by MassDOT. All reimbursement requests by Municipality shall be electronically submitted through Grant Central for review and processing by the District State Engineer.
- 2.4 Upon the completion of the Project, written notification shall be given to MassDOT's Community Grants Program Administrator by the Municipality that said work has been completed. Municipality shall submit to MassDOT a final reimbursement request for any remaining eligible expenses no later than one hundred twenty (120) days from the Project's completion date, and final settlement will then be made between MassDOT and Municipality.

3.0 FUTURE MAINTENANCE

Municipality shall maintain, at its sole cost and expense, all completed Project improvements financed under this Agreement. Municipality shall ensure that that all Project improvements are maintained to an acceptable level of physical integrity consistent with original design standards. Municipality's maintenance obligations shall survive the expiration or earlier termination of this Agreement.

4.0 AUDIT

- 4.1 All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MassDOT and Municipality will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MassDOT.
- 4.2 The Governor or their designee, the Secretary of Administration and Finance, and the State Auditor or their designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Municipality which pertain to the performance of the provisions and requirements of this Agreement.

5.0 TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the date of full execution by Municipality and MassDOT and shall expire on December 31, 2027 ("**Expiration Date**"), unless extended as provided for in Subsection 5.2.

- 5.2 Municipality may request to extend this Agreement beyond that provided in Subsection 5.1. Any request for an extension must be made in writing to MassDOT soon as practicably possible, but no later than ninety (90) days prior to the Agreement's Expiration Date. Municipality's request shall include a justification for the requested extension, the requested new expiration date, and any other information deemed necessary by MassDOT. MassDOT, in its sole and exclusive discretion, may agree to grant said request for an extension of time if it finds that sufficient justification has been provided by the Municipality.
- 5.3 This Agreement may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this Agreement, except to the extent that the mutual agreement terminating this Agreement so specifies.
- 5.4 MassDOT may, by written notice to Municipality, terminate this Agreement in any one of the following circumstances:
- 5.4.1 Municipality neglects or fails to comply with any provision of this Agreement in accordance with its terms or within the time specified for performance herein, and Municipality fails to cure any such failure within thirty (30) calendar days after receipt of notice specifying such failure. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.
- 5.4.2 The applicable State funding source fails to appropriate or otherwise make available funds for the work contemplated herein. In the event this Agreement is terminated pursuant to this provision, MassDOT shall not be liable to Municipality for any costs.

6.0 MISCELLANEOUS

6.1 Notices:

MASSDOT:

The MUNICIPALITY:

- 6.2 Indemnification. To the extent permitted by the laws of the Commonwealth, Municipality hereby assumes and agrees to indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT) and hold harmless MassDOT and MassDOT's affiliates, contractors, employees and representatives from and against any and all losses suffered by MassDOT and any and all damages, claims, liability or penalties asserted against MassDOT by or on behalf of any person on account of, based in, resulting from, arising out of (or which may be claimed to have arisen out of), in whole or in part, the acts or omissions of the Municipality in its performance of the obligations set forth herein. This obligation shall survive the expiration of this Agreement.
- 6.3 Governing Law; Severability. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law or choice of laws. In the event that any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other person or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6.4 No Third-Party Beneficiaries. This Agreement shall not be construed to create any third-party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.
- 6.5 No Agency. In no event shall Municipality or any of its employees, agents, contractors, subcontractors be considered agents or employees of MassDOT.
- 6.6 Amendments. This Agreement and each of its provisions may only be waived, modified, or altered in a writing signed by MassDOT and Municipality.
- 6.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Municipality and MassDOT have caused this Agreement to be executed by their duly authorized officers or representatives.

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

TOWN OF MONTAGUE

By: _____

By: _____

Name: _____

Name: _Richard Kuklewicz_

Title: _____

Title: _Selectboard Chair_____

Date: _____

Date: __July 27, 2026_____

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. MassDOT deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the MassDOT Terms and Conditions, MassDOT IT Terms and Conditions which are incorporated by reference herein. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation Mosaic Department Code: DOT	
Legal Address: (W-9, W-4,T&C): 1 Avenue A, Turners Falls, MA 01376		Business Mailing Address: 10 Park Plaza, Boston, MA	
Contract Manager: Christopher Nolan-Zeller		Billing Address (if different):	
E-Mail: chrisn@montague-ma.gov		Contract Manager: Anthony Zero	
Phone: 413-863-3200	Fax:	E-Mail: anthony.j.zero@dot.state.ma.us	
Contractor Vendor Code: VC6000191893		Phone: (857) 275-5153	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		Mosaic Doc ID(s): CT DOT 6433 INTF00X02026A0135073	
(Note: The Address Id Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Ch383Acts2020	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget) ☒ Other Procurement Exception: (Attach authorizing language/justification, scope and budget)		___ CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: , 20 . Enter Amendment Amount: \$. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding ☒ MassDOT TERMS AND CONDITIONS ___ MassDOT IT TERMS AND CONDITIONS			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$852,105.00.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Agreement #135073 between the Massachusetts Department of Transportation (MassDOT) and the Town of Montague will fund the Municipal Small Bridge Phase 2 Construction program.			
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN Does the Supplier Diversity Program apply? ☐ Yes If YES, the Contractor's annual SDP commitment for this Contract is _____ ☒ No If NO, enter the appropriate exemption Procurement not subject to 801 CMR 21.00			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of December 31, 2027 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, , the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by the Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			

MASSDOT STANDARD CONTRACT FORM



AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ . Date: 7/27-2026 .
(Signature and Date Must Be Handwritten At Time of Signature or conform to the
MassDOT Electronic Signature Policy, as in effect from time to time)

Print Name: Richard Kuklewicz .
Print Title: Selectboard Chair .

AUTHORIZING SIGNATURE FOR MassDOT:

X: _____ . Date: _____ .
(Signature and Date Must Be Handwritten At Time of Signature, or conform to the
MassDOT Electronic Signature Policy, as in effect from time to time)

Print Name: Cassandra Gascon Pounds .
Print Title: Chief of Municipal Aid & Partnerships .

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS

The following instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions, which must match the legal address on the 10991 table in Mosaic (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the Mosaic **Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the Mosaic Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth Mosaic Alpha Department Code: Enter the three (3) letter Mosaic Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

Mosaic Document ID(s): Enter the Mosaic 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the Mosaic encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new or to enter into an Interim Contract with a new Contractor when a current Contractor is unable to complete full performance under a Contract. (Complete the CONTRACT AMENDMENT section for

any material changes to an existing or an expired Contract, to enter into an Interim Contract with a current Contractor, and. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies ([State Finance Law and General Requirements, Acquisition Policy and Fixed Assets](#)) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Interim Contracts

Check this option for an Interim Contract with a new Contractor whenever an existing Contract has been or will be terminated or suspended for any reason or whenever a current Contractor is unable to complete full performance under a Contract. An Interim Contract may be offered to the bidder that offered the next Best Value response under the original procurement and under the same terms and prices offered in that bidder's original response. The duration of an Interim Contract shall be limited to the remaining time available under the duration stated in the original RFR, including any options to renew. If the Department is unable to negotiate a Contract with any of the original bidders who submitted responses, in their original rank order according to Best Value, and under the same terms as offered in their original response, the Department will be required to conduct a new competitive procurement.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to enter into an Interim Contract with a current Contractor when a new procurement will not be completed prior to the expiration of the current Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in Mosaic.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget. Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding Mosaic transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

MASSDOT STANDARD CONTRACT FORM



Interim Contracts. Check this option for an Interim Contract with a current Contractor when a new competitive procurement has been commenced, but due to an unanticipated delay, has not been completed prior to the end of the duration available under the current Contract, as specified in that Contract's original RFR. An Interim Contract may be used to extend the current Contract under the same terms and conditions only for the period necessary to complete the competitive procurement, including the execution of new Contracts.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT [Terms and Conditions](#) (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the Mosaic encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Check "YES" if the contract is subject to the requirements of the Supplier Diversity Program (SDP) as described in the Diverse and Small Business Program Policies for Goods and Services Procurements (and, as applicable, the SDP Policy for Purchase of Service (POS)

Procurements and Contracts Policy Overview). Also check "YES" if the contracting department has voluntarily included SDP terms in the procurement. Generally, goods and services contracts with an estimated annual value of \$250,000 or more, averaged over the life of the contract, executed by Executive Departments as defined by M.G.L. c. 6A, § 2, are subject to these policies. Check "NO" if the contract is not subject to these policies and no SDP terms were included voluntarily. If YES, enter the Contractor's annual SDP commitment. This commitment is a percentage of sales from the resulting contract to be spent with Certified Partner(s), which must be at least 1%. If the contract will be for the purchase of human and social services (referred to as Purchase of Service or POS) covering a variety of client health care, medical, and non-health care services, then enter the dollar amount commitment for the organization. If NO, and the Department is an Executive Department, enter the appropriate exemption from the "Procurements and Contracts Exempt from this Policy" section of the Diverse and Small Business Program Policies for Goods and Services Procurements to explain why the SDP is not applicable to this contract.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy. See Contract and ISA Execution after the COVID-19 State of Emergency.**

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A

MASSDOT STANDARD CONTRACT FORM



Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c.30, § 39R](#); [G.L. c.149, § 27C](#); [G.L. c.149, § 44C](#); [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this

estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c.29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to [G.L. c. 62C, s. 49A](#); reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting child support including [G.L. c. 119A, s. 12](#); TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department in writing of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

MASSDOT STANDARD CONTRACT FORM



For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's [Terms and Conditions](#) or IT Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal and State Laws And Regulations Prohibiting Discrimination Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See

also Massachusetts Commission Against Discrimination (MCAD) and MCAD links and resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if so qualified.

Limitation of Liability. Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms of this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders, including but not limited to the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be

MASSDOT STANDARD CONTRACT FORM



any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownerships interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 592 and 599. Executive Order 592 (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non- Discrimination, and Affirmative Action). Executive Order 599 (Reaffirming Programs to Ensure Diversity, Equity, and Inclusion for Diverse and Small Massachusetts Businesses in State Procurement and Contracting. All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(u). These provisions shall be enforced through the contracting Department, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanction.



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
-----------------------	---

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional “wet signature” (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory’s hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Richard Kuklewicz		Selectboard Chair	413-863-3200	RichardK@montague-ma.gov

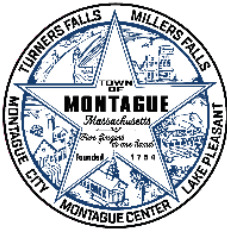
Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date July 27, 2026
Print Name Walter Ramsey	Phone Number 413-863-3200
Title Town Administrator	Email Address walterr@montague-ma.gov

A copy of this listing must be attached to the “record copy” of a contract filed with the department.



Office of the Town Administrator Town of Montague

Walter Ramsey, AICP, MCCPO
(413) 863-3200 ext. 110
Walterr@montague-ma.gov
One Avenue A Turners Falls, MA

9A

To: Montague Selectboard
From: Walter Ramsey, Town Administrator
Date: 07/27/2026
Re: Senior Property Tax Work-Off Program

Purpose

I am seeking the Selectboard's authorization to explore the establishment of a Senior Property Tax Work-Off Program and to prepare a local-acceptance article for possible consideration at the next Special Town Meeting.

Interest in this type of program has increased locally, and the Selectboard identified senior property-tax relief as a strategic priority during its recent retreat. Similar programs are operating in a number of nearby Massachusetts communities.

Program overview

Massachusetts General Laws Chapter 59, Section 5K allows municipalities to establish programs through which residents over age 60 perform volunteer services for the municipality in exchange for a reduction in their property-tax liability.

Town Meeting must first accept the statute. Following acceptance, the Selectboard may determine whether and how to establish a local program, including its size, eligibility requirements, application process, work assignments, and administrative procedures.

Acceptance of the statute would not require the Town to launch a program immediately, appropriate a particular amount, or adopt specific program rules. Those decisions would remain with the Selectboard following consultation with Town departments and further review of the administrative and financial implications.

Potential municipal benefits

A work-off program could provide modest property-tax relief to qualifying senior homeowners while allowing participants to contribute useful services to the Town.

Depending on departmental needs and participant skills, assignments could potentially include administrative assistance, records organization, library or Council on Aging support, community-event assistance, data entry, and other appropriate municipal projects.

The program would need to be structured so that participants supplement municipal services without replacing regular employees or performing work for which adequate supervision is unavailable.

Proposed next steps

Subject to Selectboard approval, I would:

1. Consult with the Council on Aging, Assessing, Treasurer/Collector, Town Accountant, Human Resources, and other department heads;
2. Review programs operating in comparable communities;
3. Consult Town Counsel regarding the proposed local-acceptance article and any labor or liability considerations; and
4. Return to the Selectboard with a proposed Special Town Meeting warrant article.

If Town Meeting accepts the statute, staff would subsequently develop program options for Selectboard consideration. Those options would address matters such as eligibility, income standards, number of participants, maximum tax credit, participant selection, available work assignments, supervision, and administrative responsibilities.

The Selectboard would approve the final program before applications were solicited or any work commenced.

Recommended action

I recommend that the Selectboard authorize the Town Administrator to investigate a Senior Property Tax Work-Off Program and prepare a warrant article accepting Massachusetts General Laws Chapter 59, Section 5K, for potential consideration at the upcoming 2026 Special Town Meeting.

Suggested motion:

Move to authorize the Town Administrator to investigate the establishment of a Senior Property Tax Work-Off Program and to prepare a warrant article accepting Massachusetts General Laws Chapter 59, Section 5K, for potential consideration at the October 2026 Special Town Meeting.



Office of the Town Administrator Town of Montague

Walter Ramsey, AICP, MCCPO
(413) 863-3200 ext. 110
Walterr@montague-ma.gov
One Avenue A Turners Falls, MA

9B

Montague Village Services Sustainability Initiative

Working Group Memorandum No. 1

Beginning a Community Discussion on the Future of Montague's Special Districts

To: Members of the Montague Selectboard, Turners Falls Fire District Prudential Committee, Montague Center Fire District Prudential Committee, Montague Center Lighting District Prudential Committee, and other invited stakeholders

From: Walter Ramsey, Town Administrator

Date: July 22, 2026

Purpose

Over the past several months, conversations among the Town of Montague and several of its special districts have increasingly focused on the long-term sustainability of local government services. These discussions have arisen organically in response to shared operational challenges rather than any single proposal or event.

Recent conversations have highlighted several common concerns, including:

- Aging infrastructure and increasing capital obligations;
- Gaps in emergency medical (ambulance) service delivery;
- PFAS issues for drinking water;
- Sustainability of the Montague Center Light District;
- Long-term leadership succession;
- Administrative capacity and volunteer and employee recruitment;
- Financial sustainability and taxpayer value; and
- Opportunities to improve coordination among local governmental entities.

These issues affect multiple independent governmental organizations and cannot be solved effectively by any one board acting alone.

In June 2026, the Turners Falls Fire District Prudential Committee formally invited the Selectboard, neighboring districts, and other stakeholders to begin a discussion regarding the potential consolidation of the Turners Falls Fire District, the Montague Center Fire District, and related municipal services under the Town of Montague. In its invitation, the Committee

emphasized that the purpose was to begin a dialogue, solicit community feedback, and expressly noted that participation should not be interpreted as support for any predetermined outcome.

This memorandum is intended as a response to that invitation and as a proposed framework for organizing a thoughtful, collaborative, and fact-based discussion among the affected governing bodies.

Why This Conversation Matters

This conversation did not begin with the recent invitation. For several years, the Town and the special districts have worked together to address shared service challenges. Most notably, in December 2023, the Turners Falls and Montague Center Prudential Committees jointly urged the Selectboard to study a town-wide ambulance service in response to growing concerns regarding emergency medical coverage.

Since that time, additional challenges have emerged or become more pressing, including leadership succession, regulatory requirements, infrastructure needs, financial sustainability, and the long-term capacity of the districts to continue delivering high-quality public services independently.

Montague has benefited from its village-based system of local government for generations, and each special district has served its community with dedication and success.

The question before us is not whether the existing districts have served Montague well. They unquestionably have.

Rather, the question is whether the existing governmental structure remains the most effective way to deliver high-quality public services over the next twenty to thirty years.

Answering that question requires thoughtful analysis, collaboration, and public engagement.

Proposed Objectives

The purpose of this working group would be to:

- Develop a common understanding of the challenges facing Montague's special districts;
- Document the legal, financial, and operational structure of each district;
- Identify opportunities for increased cooperation and shared services;
- Evaluate a range of governance alternatives, including maintaining the current structure;
- Engage district officials, municipal officials, and residents in an open and transparent discussion; and
- If appropriate, develop recommendations for future consideration by the affected governing bodies and voters.

Guiding Principles

The success of this effort will depend upon several shared commitments:

- No decisions have been made.
- All options remain on the table.
- Every participating organization deserves an equal voice.
- Decisions should be guided by facts rather than assumptions.

- Public engagement and transparency will be essential throughout the process.
- Any future structural changes would occur only through the appropriate legal and democratic processes.

Proposed Initial Work Product

To support these discussions, I propose assembling a working reference document entitled:

Montague Village Services Sustainability Initiative – Working White Paper

The document will compile historical information, governing legislation, organizational structures, financial information, operational data, and potential governance models for discussion. It is intended to serve as a common factual reference for all participants and will evolve as additional information becomes available.

My office will coordinate the draft with input from you all. A preliminary draft will be distributed prior to our first stakeholder meeting for review and comment.

Proposed First Working Group Meeting

In response to the invitation extended by the Turners Falls Fire District Prudential Committee, and recognizing the growing interest among multiple boards in exploring these issues collaboratively, I propose convening an initial working group meeting during early September.

The objectives of that meeting would be to:

- Introduce participants;
- Review the purpose and scope of the discussion;
- Discuss the principal opportunities and challenges facing each organization;
- Review the preliminary White Paper;
- Identify additional information needed;
- Discuss how the participating boards would like to organize the process; and
- Establish a collaborative work plan and tentative schedule.

The purpose of this first meeting would be to organize the process—not to debate or decide any specific governance proposal

Looking Ahead

The issues before us are significant and deserve careful, deliberate consideration. Regardless of where this discussion ultimately leads, there is value in developing a shared understanding of the challenges facing our special districts and evaluating opportunities to strengthen the delivery of public services for future generations.

I appreciate the willingness of the Turners Falls Fire District Prudential Committee to initiate this conversation, as well as the interest expressed by the other participating boards. I look forward to working collaboratively with all stakeholders to ensure that this process is inclusive, transparent, and guided by sound information and mutual respect.

Sincerely,

Walter Ramsey,
Montague Town Administrator