

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, October 5, 2026

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/6327691840>

Meeting ID: 632 769 1840 Password: 945669 Dial into meeting: [+1 309-205-3325](tel:+13092053325)

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice.

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting: September 28, 2026, if available
3. 6:32 Ratify vote to hold emergency executive session on 9/29/2026 5PM pursuant to G.L. c. 30A, §21(a)(3) to discuss litigation strategy in the case of Snow, Deborah et al vs. Town of Montague, Franklin Superior Court, CA No. 2678CV00056.
4. 6:34 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 **Health Director Ashley Gough and the Heartwing Center**
 - Overview of public health implications of domestic violence and prevention efforts by Heartwing Center
 - Request to execute a Domestic Violence Prevention Proclamation to recognize October as Domestic Violence Prevention Month
6. 6:45 **Personnel Board**
 - Police Department**
 - Execute Employment Agreement for Deputy Chief Joshua Hoffman as Deputy Chief of Police effective October 11, 2026, 40 hours per week, Grade C Step 8 with an annual salary of \$103,001
 - Appoint Joshua Lemay to Full-time Police Detective effective October 11, 2026, Grade D, Step 9 at \$38.54/hour.
 - Appoint Jacob Sak to Full-time Police Patrol Officers effective October 18, 2026, Grade P, Step 4 at \$28.51/hour.
 - Libraries**
 - Approve increase in hours for Colleen Rauch, Library Assistant from 26 to 28 hours per week, effective October 6, 2026. No change in grade or step.
 - Approve increase in hours for Scott Schmith, Library Assistant from 27.5 to 28 hours per week, effective October 6, 2026. No change in grade or step.

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Airport

- Memorandum of Agreement with the Airport Commission to provide temporary administrative support for the Turners Falls Municipal Airport

Parks & Recreation

- Resignation of Barbara Kuklewicz Resignation from Park & Rec Commission effective 10/01/2026
- Solicitation for statements interest to fill vacant seat on Park & Rec Commission on an interim basis until the next annual election.

Historical Commission

- Reappoint David Brule to Historical Commission, effective 10/6/26 for the remainder of term to expire 06/30/2027.

7. 6:55 **Sheffield and Hillcrest Elementary School Building Committee**

- Committee updates and discussion of feasibility study article request

8. 7:15 **Special Town Meeting October 28th, 2026**

- Approve and execute the warrant for October 28th, 2026, as attached hereto
- Vote Selectboard recommendations to Town Meeting on warrant articles

9. 7:40 **Assistant Town Administrator's Business**

- Authorize contract with Skanska USA Building Inc for Owner's Project Manager (OPM) services on the Strathmore Mill Cleanup project. Contract value is not-to-exceed \$399,440.00 to be funded with State earmark and EPA Brownfields Cleanup grant.
- Authorize contract with Fuss & O'Neill, Inc for Oakman Street erosion mitigation (30% design plans). Contract value is \$60,000.00 to be funded with Town Meeting appropriation.
- Authorize Change Order #1 with Omasta Landscaping, Inc for required footprint expansion on Unity Park Playground Improvements project. Change order value is \$7,824.00 to be funded with project contingency and Bid Overrun account.
- Execution of United States Department of Agriculture Rural Development (USDA RD) forms for Phase 2 Sewer Collections System Upgrades loan/grant (Letter of Intent to Meet Conditions, Request for Obligation of Funds, Eligibility Certification, Grant Agreement).
- Authorize Notice to Proceed with Crowley & Associates for appraisal services reviewing easements associated with the North Leverett Road over Sawmill River Bridge Replacement Project. Contract value is \$9,900.00 to be funded with Unexpected Engineering account.
- Other Project Updates

10. 8:10 **Town Administrator's Business**

- Standard planning communication from Town's Auditors regarding FY26 Audit
- Farren redevelopment updates
- Topics not anticipated within 48 hour posting requirement

Next Meeting

Selectboard Meeting: Monday, October 19 at 6:00pm via ZOOM



TOWN OF
MONTAGUE
MASSACHUSETTS

Selectboard Office
One Avenue A
Turners Falls, MA 01376

5A
413-863-3200
Ext. 108 & 107

Town of Montague Domestic Violence Awareness Month Proclamation

TOWN OF MONTAGUE, MASSACHUSETTS SELECTBOARD PROCLAMATION

Declaring October 2026 as Domestic Violence Awareness Month

WHEREAS, domestic violence is a serious and pervasive crime that affects individuals, families, and communities across the Commonwealth of Massachusetts, including the Town of Montague, regardless of age, gender, race, ethnicity, religion, sexual orientation, gender identity, or economic status; and

WHEREAS, in the United States, on average, nearly twenty people per minute are physically abused by an intimate partner, amounting to more than ten million women and men each year, and one in four women and one in nine men experience severe intimate partner physical violence in their lifetime; and

WHEREAS, domestic violence has devastating and lasting consequences, including physical injury, emotional trauma, and economic hardship, and it is a leading cause of injury and homelessness among women and children; and

WHEREAS, children who witness domestic violence in their homes are profoundly affected, and breaking the cycle of abuse requires the sustained and collective commitment of our entire community; and

WHEREAS, the Town of Montague is committed to fostering a community where every resident can live free from fear, intimidation, and abuse, and where survivors are met with compassion, safety, and support; and

WHEREAS, local and regional organizations, advocates, law enforcement, healthcare providers, schools, and faith communities work tirelessly to provide critical services to survivors of domestic violence and to promote education, prevention, and awareness; and

WHEREAS, the month of October is recognized nationally as Domestic Violence Awareness Month, providing an opportunity to honor survivors, remember those whose lives have been lost, and renew our shared commitment to ending domestic violence in all its forms;

NOW, THEREFORE, BE IT RESOLVED that the Selectboard of the Town of Montague does hereby proclaim the month of **October 2026 as DOMESTIC VIOLENCE AWARENESS MONTH** in the Town of Montague; and



TOWN OF
MONTAGUE
MASSACHUSETTS

Selectboard Office
One Avenue A
Turners Falls, MA 01376

413-863-3200
Ext. 108 & 107

BE IT FURTHER RESOLVED that the Selectboard calls upon all residents, businesses, institutions, and organizations of Montague to recognize the impact of domestic violence, to support survivors and the dedicated individuals and agencies who serve them, and to actively work toward a community free from violence and abuse for all.

PROCLAIMED this fifth day of October, 2026.

Montague Selectboard

Richard Kuklewicz Chair

Marina Goldman

Nate Card

TOWN OF MONTAGUE
DEPUTY POLICE CHIEF CONTRACT

Agreement made this 5th day of October, 2026, by and between the **TOWN OF MONTAGUE** (hereinafter “Town), by and through its Selectboard, and **Joshua Hoffman** (hereinafter “Deputy Chief”).

WHEREAS, The Town is desirous of securing the services of Joshua Hoffman in the administration of the Police Department; and

WHEREAS, Joshua Hoffman is willing to perform the duties of the position of Deputy Chief of Police and hereby accepts the appointment to the position of Deputy Chief of Police

WHEREAS, the parties wish to negotiate a contract outlining the Deputy Chief’s salary and other employment benefits.

NOW, THEREFORE, the Town and Joshua Hoffman hereby agree to the following terms and conditions:

1. DUTIES:

The Deputy Chief of Police shall perform the duties as set forth in state law, Town Bylaws, and the applicable job description, a copy of which is attached hereto and incorporated herein by reference.

2. HOURS OF WORK:

- A. In the exercise of his duties, the Deputy Chief will be expected to be present during normal business hours, with a normal work week of 40 hours, but shall generally be on call twenty-four hours a day except during absences authorized by the Town. The Deputy Chief may adjust his schedule within reasonable limits at his discretion and with approval of the Chief.

“Flex” time is allowed and shall be consistent with the policies established by the Town. Said time off shall be taken at times that the Deputy Chief reasonably determines will not adversely impact Department operations. The Deputy Chief shall be considered an exempt employee under the federal Fair Labor Standards

Act (FLSA).

- B. Any planned time off to the extent possible shall be reported to the Chief at least 5 working days before requested time off. The Deputy Chief will coordinate time off with the Chief so coverage is in place and to the extent possible avoid overlapping time off.

3. **INSURANCE:**

A. *Indemnification*

- A. To the extent permitted by G.L. c. 258, the Town shall defend, save harmless and indemnify the Deputy Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Deputy Chief's duties. The Town's indemnification obligations herein shall not extend to any violation of a person's state or federal civil rights if the Deputy Chief is adjudged to have acted in a grossly negligent, willful, or malicious manner, nor shall the indemnification obligations extend to any disciplinary actions or other proceedings by the Town against the Deputy Chief. The Town, during the term of this Agreement, will maintain adequate professional liability insurance for the Employee in connection with his performance of his duties as Deputy Chief. (This provision shall survive any termination of this agreement concerning acts or omissions while serving as the Deputy Chief.)

B. *Disability*

The Deputy Chief shall be entitled to the same sick leave and disability benefits as are available to the other police officers of the Town.

C. *Miscellaneous*

The Deputy Chief shall be eligible for all health and life insurance benefits for

which other non-bargaining unit, general government employees are eligible. The Town agrees to contribute towards the cost of such insurance premiums an amount or percentage equal to that provided to non-union management of the Town.

D. *Injured On-Duty*

As a sworn police officer, the Deputy Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

4. **AUTOMOBILE:**

- A. The Town shall provide a vehicle for use by the Deputy Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Deputy Chief in connection with the performance of his duties as Chief and he may utilize said vehicle while acting within the scope of his employment with the Town. The Deputy Chief agrees to maintain a valid Class D Massachusetts Driver's License during the term of this agreement.

In recognition of the fact that the Deputy Chief is on-call 24 hours per day, incidental personal use shall be limited to locations within fifty (50) miles of the Town's borders and shall not occur under circumstances that would materially interfere with the Deputy Chief's ability to respond to an emergency or Department need while on call. Incidental personal use may include but not be limited to routine local activities such as grocery shopping, medical appointments, fitness activities, and similar personal errands, provided that such use does not interfere with the Deputy Chief's ability to respond when required. Family members ordinarily may not be transported in Town vehicles unless they are on official business or otherwise authorized by the Chief. Such personal use shall not be considered to be regular compensation for purposes of retirement pursuant to PERAC regulations.

- B. In the event the Deputy Chief's Town- issued vehicle is non-operational, the Town agrees to pay for mileage if the Deputy Chief uses his privately-owned vehicle for official business in accordance with the IRS reimbursement rates.

6. **PROFESSIONAL DEVELOPMENT:**

The Deputy Police Chief shall be given opportunities to develop his skills and abilities; accordingly, The Deputy Police Chief shall be allowed to annual in-service training, courses, seminars, and meetings relative to public safety which are approved in the advance by the Chief of Police, this shall include the attending the FBI National Academy. If the Police Chief requires the Deputy Police Chief to attend any course, seminar or meeting, the Department shall pay for the cost of such programs, and for the travel and subsistence expenses incurred by the Deputy Police Chief in attending such programs. Costs for professional memberships, conferences, meetings, and training shall not exceed \$5,000 per fiscal year.

7. **DEATH DURING TERM OF EMPLOYMENT:**

If the Deputy Chief dies during the term of his employment, the Town shall pay to the Chiefs estate all the compensation which would otherwise be payable to the Deputy Chief up to the date of the Deputy Chiefs death, including, but not limited to, payment for any unused vacation, personal or other leave days as provided generally to police officers of the Town.

8. **COMPENSATION:**

A. Commencing on October 11, 2026, the Deputy Chief shall be paid a salary of \$ 103,001.60, in accordance with Step 8 of Grade C (FY27) of the Town Classification Plan, subject to applicable state and federal withholdings and deductions, and shall be entitled to step increases on July 1, 2027, July 1, 2028, at which point he will have stepped out at Grade C Step 10.

In the event that Grade C of the Classification Plan is amended during the term of this contract following a Wage and Classification Study or similar initiative, the Deputy Chief's base rate shall be amended to reflect the revised figure that is associated with the new Grade C, without a reduction in pay.

B. The Deputy Chief shall receive the same benefits as those currently received by all other non-union, management personnel, including, bereavement days, health and life

- insurance. However, the Deputy Chief shall be entitled to sick leave and longevity benefits as per the NEPBA Sergeants' contract. and receive work-appropriate clothing, uniform, and cleaning allowances equivalent to the allowances received by other police officers per the NEPBA contract.
- C. The Deputy Chief will receive a cost-of-living adjustment (COLA) and step adjustment on July 1, 2027. Said COLAs will be equivalent to the COLAs awarded to members of the NAGE bargaining unit for those fiscal years, but shall not exceed a maximum of 2.5% in either year. If a COLA is awarded to NAGE members for the fiscal year beginning July 1, 2028 and July 1, 2029 the Deputy Chief shall be entitled to the same award.
- D. Employee shall carry forward any accrued sick leave, comp time, personal, and vacation time from his tenure as Sergeant. For the purpose of vacation time, the Town will grant twenty-five (25) days of vacation per year to be granted in accordance with the NAGE contract. The town will grant four (4) days of personal time per year.
- E. The Deputy Chief may buy back up to one week of unused vacation time at his discretion before each anniversary date of this contract (e.g. October 2027, 2028, and 2029).
- F. The Deputy Chief is allowed personal use of the department-issued cell phone and shall receive the stipend amount offered to other employees of the town.
- G. If the Deputy Chief obtains a bachelors degree from an accredited criminal justice program during this contract period, he shall be entitled to a 20% educational incentive starting the next fiscal year (July 1) after the degree is awarded.
- H. Holiday Pay. The Deputy Chief may be assigned by the Chief to work up to six (6)

holidays paid at a rate of one and one-half (1 ½) his regular rate of pay.

9. NO REDUCTION OF BENEFITS:

The Town agrees that it shall not at any time during the term of this contract reduce the salary, compensation or other benefits of the Deputy Chief, except to the extent that such reduction is also applied to all other department heads of the Town.

10. TERMINATION AND SEVERANCE PAY:

- A. The Selectboard may discipline or discharge the Employee for just cause following a notice and hearing.
- B. In the event that Employee is terminated by the Board before the expiration of the aforesaid term of employment and during such time Employee is willing and capable of performing his duties under this agreement, then in that event the Board agrees to give the Employee six (6) months' notice, and shall upon mutual agreement of the parties, either continue in the employ of the Town, or in the alternative, to receive a cash sum equal to the salary that would have been actually earned during said six-month period. Said salary to include any and all benefits currently being provided to the employee, including health insurance.
- C. In the event the Town at any time during the term of this agreement reduces the salary, compensation or other financial benefits of the Employee by five (5) percent or more, or in the event the Town refuses following written notice, to comply with any provisions benefitting Employee herein, or Employee resigns following a request by the Board that he resign, then in that event, Employee may at his option, be deemed "terminated" at the date of such reduction, or such refusal to comply, or such request, within the meaning and context of the herein severance pay provision.
- D. In the event Employee voluntarily resigns his position with the Town before expiration of the aforesaid term of his employment, the Employee shall give the Board thirty (30) days written notice in advance, unless the parties otherwise agree. In the event of a voluntary resignation of Employee, such benefits as are enumerated in Section 11, paragraph A and B hereinabove, shall not be awarded.

- E. Termination of the Deputy Chief's employment shall result in the termination of this contract.

11. MODIFICATION:

No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.

12. LAW GOVERNING:

This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

13. SEVERABILITY OF PROVISIONS:

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

14. LENGTH OF CONTRACT:

- A. The term of this contract shall be for a period commencing on October 11, 2026 and ending October 10, 2029, unless terminated prior thereto in accordance with Section 11 of this Contract. However, this contract may be extended as provided by its terms.
- B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract not less than six (6) months prior to the end of its initial or any extended terms, this contract shall automatically be extended on the then-applicable terms and conditions for an additional one (1) year period. But in no case shall this contract term exceed four (4) years (through October 10, 2030).
- C. In the event the Deputy Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Deputy Chief shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

TOWN OF MONTAGUE:
By its Selectboard

DEPUTY CHIEF OF POLICE

Richard Kuklewicz, Chair

Joshua Hoffman

Marina Goldman

Nate Card

Appendix A

Joshua Hoffman

Contract Proposal - Salary Component
10/5/26

Contract Period: October 11, 2026 and
ending October 10, 2029

Current Year Salary Data

	Current Grade/Step	Base Hrly Rate	FY27 Base Salary
Start Date 10/11/2026	C8	49.52	103,001.60

3 Year Projection

Date of Change	Future Grade/Step	Base Hrly Rate	Base Salary	
				includes 2.5%
7/1/2027	C9	52.27	108,721.60	COLA
7/1/2028	C10	53.84	111,987.20	COLA TBD
7/1/2029	C10	53.84	111,987.20	COLA TBD

Appendix B

DEPUTY CHIEF OF POLICE

Position Summary

The Deputy Chief of Police serves as the second-in-command of the Montague Police Department and acts on behalf of the Chief of Police in the Chief's absence. The Deputy Chief provides strategic leadership, organizational oversight, and administrative management to ensure the effective delivery of police services while advancing the Department's commitment to professional excellence, ethical leadership, employee wellness, organizational accountability, and community partnership.

The Deputy Chief is responsible for the development, implementation, and oversight of departmental programs, accreditation, professional standards, investigative operations, and organizational development initiatives. The Deputy Chief serves as the Department's Professional Standards Commander and assists the Chief in carrying out the mission, vision, and goals of the Department.

The Deputy Chief will oversee all operations of the Dispatch Center.

All command personnel are expected to remain operationally proficient and may perform patrol, investigative, supervisory, or other law enforcement functions as necessary to meet operational needs.

Supervision Received

Works under the general direction of the Chief of Police.

Supervision Exercised

Exercises direct supervision over Lieutenants, Detectives, dispatch, civilian personnel as assigned, and other personnel designated by the Chief of Police.

Assumes command of the Department in the absence of the Chief of Police.

Essential Duties and Responsibilities:

Executive Leadership

- Assumes command of the Department in the absence of the Chief of Police.
- Assists in the development and implementation of departmental goals, objectives, strategic plans, and performance measures.
- Provides leadership and guidance to command staff, supervisors, and employees.
- Responds to major incidents, critical events, and emergencies requiring command-level oversight.
- Represents the Department at municipal, regional, state, and community meetings as assigned.

Professional Standards and Accountability

- Serves as the Department's Professional Standards Commander.

- Oversees Internal Affairs investigations and disciplinary review processes.
- Reviews administrative investigations for completeness, objectivity, consistency, and compliance with departmental policy, collective bargaining agreements, accreditation standards, and applicable law.
- Makes recommendations regarding disciplinary action, corrective measures, policy revisions, and training needs.
- Oversees departmental compliance with civil rights laws, constitutional policing practices, and procedural justice principles.

Accreditation and Organizational Excellence

- Serves as the Department Accreditation Manager or oversees accreditation functions.
- Directs accreditation compliance efforts and continuous organizational improvement initiatives.
- Oversees policy development, policy review, and policy implementation.
- Ensures compliance with Massachusetts Police Accreditation Commission standards and applicable regulatory requirements.

Investigations and Professional Services

- Commands and oversees the Detective Division.
- Oversees criminal investigations, task force participation, and specialized investigative assignments.
- Oversees evidence management systems and procedures.
- Oversees court liaison functions, discovery compliance, records management, and related legal processes.
- Oversees Internet Crimes Against Children (ICAC) investigations and compliance.

Organizational Development

- Oversees recruitment, hiring processes, promotional processes, and succession planning initiatives.
- Oversees department-wide training and professional development programs.
- Supports leadership development and career advancement opportunities for department personnel.
- Assists with workforce planning and personnel development initiatives.

Administrative Operations

- Oversees fleet management and replacement planning.
- Oversees facilities maintenance and capital improvement projects.
- Oversees scheduling systems and workforce allocation.
- Oversees social media and public information initiatives.
- Assists with budget preparation, grant administration, and financial planning.

Community Engagement

- Oversees community policing initiatives and community engagement programs.

- Oversees School Resource Officer programs and school partnerships.
- Coordinates special events, directed enforcement initiatives, and community safety programs.
- Maintains productive working relationships with community groups, schools, public officials, and partner agencies.

Other Duties

- Performs other related duties as assigned by the Chief of Police.

Minimum Qualifications:

Education

As of July 1, 2030, shall hold at least a Bachelor's degree in criminal justice or other related field as allowed in the education incentive agreement. Master's degree is preferred.

Experience

- Minimum of ten (10) years of progressively responsible law enforcement experience.
- Minimum of five (5) years of supervisory experience at the rank of Sergeant or above.
- Demonstrated experience in police administration, leadership, and organizational management.

Certifications

- Massachusetts POST-certified Police Officer.
- Massachusetts Driver's License.
- License to Carry Firearms.
- Required departmental certifications and annual qualifications.

Knowledge, Skills, and Abilities

- Thorough knowledge of municipal police administration and leadership principles.
- Thorough knowledge of Massachusetts General Laws, constitutional law, criminal law, and police practices.
- Knowledge of accreditation standards and organizational best practices.
- Ability to lead organizational change and manage complex projects.
- Ability to supervise personnel and develop future leaders.
- Ability to communicate effectively with employees, elected officials, community members, and partner agencies.
- Ability to maintain confidential information and exercise sound judgment.

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 4508

General Information:

Full name of employee: <u>Joshua Lemay</u>	Department: <u>MPD</u>
Title: <u>Detective</u>	Effective date of change: <u>10-11-26</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: _____	
Old Pay: Grade _____ Step _____	Wage Rate: _____ (annual/hourly)
New Pay: Grade <u>D</u> Step <u>9</u>	Wage Rate: <u>38.54</u> (annual/ <u>hourly</u>)
Notes: <u>temporary to permanent</u>	

Termination of Employment:

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

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

Copies to:

_____ Employee
_____ Treasurer
_____ Town Clerk

_____ Department
_____ Accountant

_____ Board of Selectmen
_____ Retirement Board

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # _____

General Information:

Full name of employee: <u>Jacob Sak</u>	Department: <u>MPD</u>
Title: <u>Patrolman</u>	Effective date of change: <u>10-18-26</u>

New Hire:

Permanent: ☒ Y ☐ N	If temporary, estimated length of service: _____
Hours per Week: <u>37.69</u>	Union: <u>NEPBA</u>
Pay: Grade <u>P</u> Step <u>4</u>	Wage Rate: <u>28.51</u> (annual <u>hourly</u>)
Board Authorizing: _____	Date of Meeting: _____

Grade/Step/COLA Change:

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

Termination of Employment:

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

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

Copies to:

____ Employee
____ Treasurer
____ Town Clerk

____ Department
____ Accountant

____ Board of Selectmen
____ Retirement Board



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

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

Chief Jason D. Haskins



Dear Jacob Sak,

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

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

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

Your anticipated start date is **Sunday, October 18, 2026**. You will be starting at the **Patrol** grade, step **4** with a starting wage of **\$28.51** per hour. During this conditional period, you will serve at the discretion of the Montague Police Department. **Failure to successfully complete any portion of the pre-employment process may result in immediate dismissal.**

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

If you wish to accept this conditional offer, please sign and return a copy of this letter by 10/03/26. Should you have any questions regarding this offer or the conditions outlined above, please contact me directly.

Sincerely,
Jason Haskins
Chief of Police
Montague Police Department

Accepted by: Jacob Sak

Applicant Signature: [Signature]

Date: 9/29/26

Jacob Sak

EDUCATION

University of Massachusetts Amherst

Amherst, MA

Isenberg School of Management

Bachelor of Science in Sport Management

May

Greenfield High School

Greenfield, MA

- High honors, Excellence in Physics, Excellence in Physical Education, Student Council E-board, Varsity Football Captain, Varsity Basketball Captain, and Varsity Baseball Captain

EXPERIENCE

Pioneer Valley Regional High School

Northfield, MA

Assistant Varsity Coach

- Assisted head coach with planning and conducting team practices
- Supported player development and skill training
- Helped manage game-day operations and team organization
- Promoted teamwork, discipline, and sportsmanship
- Executed Fundraising plans
- Oversaw the Junior Varsity coaches and players
- 2025 Division 5 State Champions
- (4) MIAA State Final 4 appearances
- (2) Western Mass Championships
- (4) League championships

MIAA Football

Western Massachusetts

Referee

- Officiate high school football games by enforcing MIAA rules, communicating with coaching staffs, and managing on-field disputes, ensuring fair play and proper game flow for teams and spectators.
- Coordinate with officiating crews before and during games using standardized rule interpretation and positioning mechanics, resulting in reducing missed calls and improving game efficiency.
- Manage high-pressure game situations by making real-time judgment calls and maintaining professional communication with players and coaches, resulting in helping games run safely and on schedule.

Ginger Cat Sealcoating

Greenfield, MA

Laborer

- Performed asphalt sealcoating, crack filling, and minor repairs on driveways and parking lots
- Prepared surfaces using blowers, brooms, and pressure washers to ensure proper adhesion
- Mixed and applied sealant materials according to specifications
- Followed safety procedures and maintained a clean work environment
- Worked efficiently in a team to complete projects on schedule

J.S Rae

Greenfield, MA

Laborer

- Assisted with daily job site operations and manual tasks
- Loaded and unloaded materials and equipment
- Maintained a clean and safe work environment
- Followed instructions from supervisors to complete projects efficiently

Athlete Lab

Remote

Operations Intern

- Supported week to week operations of a sport analytic/data company by assisting in weekly meetings about company direction and the expansion of the company.
- Coordinated with all levels of management to ensure customers and athletes received structured training programs and proper knowledge of the software.
- Assisted with performance tracking and progress monitoring. In addition to that, tracking the progress and growth of the company as a whole.

Turners Falls High School

Turners Falls, MA

Substitute Teacher

- Managed classroom activities and followed lesson plans in the teacher's absence
- Maintained a positive and orderly learning environment
- Assisted students with assignments and answered questions
- Enforced school policies and classroom rules

ACTIVITIES**McCormack Student Leaders****Member**

- Participated in leadership workshops and networking events focused around sport business and career preparation.
- Collaborated with fellow sport management students on leadership initiatives and industry discussions resulting in strengthening communication skills.

McCormack Sport Analytics Club**Member**

- Analyzed various data and performance trends to form opinions on team and player performance in discussion based environments.
- Collaborated with club members in school events such as our mock NFL free agency which improved quantitative analysis and strategic thinking skills.

SKILLS

Computer: Microsoft Office (Word, Powerpoint, Excel, Outlook - Advanced)

Other: Public Speaking, analytical, problem-solving, adaptability

Town of Montague

Personnel Status Change Notice

Authorized Signature: _____

Employee # 1835**General Information:**Full name of employee: Colleen Rauch Department: LibrariesTitle: Library Assistant Effective date of change: 10-05-2026**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: _____

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

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

Notes:

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: Colleen now works 28 hours per week, increased from 26
due to schedule change Termination Date: _____**Copies to:**

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

Town of Montague

Personnel Status Change Notice

Authorized Signature: _____

Employee # 1667

General Information:

Full name of employee: Scott Schmith Department: Libraries

Title: Library Assistant Effective date of change: 10-05-2026

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: _____

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

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

Notes:

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ ☒ Other/Specify: Scott now works 28 hours per week, increased from 27.5 due to schedule change Termination Date: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

MEMORANDUM OF AGREEMENT

Temporary Administrative Support for Turners Falls Municipal Airport

This Memorandum of Agreement ("MOA") is entered into by and between the **Montague Selectboard** and the **Turners Falls Airport Commission** concerning temporary administrative support to be provided to the Turners Falls Municipal Airport by the Town's DPW Office Manager.

1. Purpose

The purpose of this Agreement is to establish a temporary arrangement under which the DPW Office Manager may provide administrative and office management assistance to the Turners Falls Municipal Airport while continuing to perform her regular duties for the Department of Public Works.

2. Term

This arrangement shall begin on **October 12, 2026** and continue for a trial period of **six (6) months (April 12)**, unless ended earlier in accordance with this Agreement.

At the conclusion of the trial period, the arrangement may be extended by mutual agreement of the Selectboard and Airport Commission.

3. Time Commitment

The DPW Office Manager may devote **up to five (5) hours per week** of her regular work schedule to Airport-related administrative duties.

The five-hour amount is a maximum and is not intended to establish a guaranteed number of hours each week. The actual amount of time devoted to Airport work may vary depending upon Airport needs and the operational needs of the DPW.

This arrangement is not intended to create additional regularly scheduled hours or overtime. Any work outside the employee's normal work schedule shall require prior authorization in accordance with applicable Town policies and collective bargaining requirements.

4. Compensation and Cost Allocation

The DPW Office Manager shall continue to be paid through her existing DPW position. During the six-month trial period, the Town will not charge the Airport Enterprise Fund or otherwise seek reimbursement from the Airport for the employee's wages or benefits associated with the administrative support provided under this Agreement.

This arrangement is intended as a temporary Town contribution of existing staff capacity to support Airport operations and shall not establish a precedent regarding the allocation of personnel costs for any future or extended arrangement.

5. Location and Coordination of Work

The Office Manager may perform work at the Airport when her physical presence is useful or necessary. However, to the extent practicable, she is encouraged to bring Airport administrative work back to the DPW office so that she remains available to answer phones, assist employees and the public, and respond to other DPW office needs while completing Airport assignments.

The Airport Manager and DPW Superintendent shall coordinate as necessary regarding scheduling and priorities. The employee's regular DPW responsibilities shall remain her primary assignment.

6. Scope of Airport Support

Airport administrative work may include, as time permits:

- invoicing and tracking payments associated with fuel, tie-downs, hangars, and other Airport services;
- financial reconciliation and preparation of billing documentation;
- assistance with operating and capital budget preparation;
- assistance with grant expenditures, reimbursement requests, closeouts, and related documentation;
- assistance with routine FAA, MassDOT, EPA, DEP, and other regulatory or administrative reporting;
- ordering and administrative purchasing support;
- maintenance of Airport administrative records and information; and
- other similar office management duties mutually agreed upon by the Airport Manager, DPW Superintendent, and Office Manager.

The parties acknowledge that the Airport has identified a broader range of potential administrative duties and that the Office Manager is **not expected to complete all such duties within the five-hour weekly allocation**. The original discussion expressly

contemplated assistance with only those tasks that can reasonably be accommodated within the available time.

7. Supervision and Employment Status

The DPW Office Manager shall remain an employee assigned to the Department of Public Works and shall remain under the administrative supervision of the **DPW Superintendent**.

For purposes of Airport assignments, the **Airport Manager** may provide direction concerning the Airport work to be completed and applicable deadlines, in coordination with the DPW Superintendent.

Nothing in this Agreement shall constitute a change in the employee's position, classification, compensation, bargaining-unit status, or other terms and conditions of employment.

8. Collective Bargaining Agreement

Implementation of this Agreement shall be consistent with the applicable collective bargaining agreement and any agreement or understanding reached with NAGE concerning this temporary assignment.

9. Review of Arrangement

During the trial period, the Town Administrator, DPW Superintendent, and Airport Manager may periodically review the arrangement to determine whether it is meeting the operational needs of both departments.

The Selectboard or Airport Commission may request modification or termination of the arrangement if it proves impractical or interferes with the operational needs of either department.

10. Termination

Either the Selectboard or Airport Commission may terminate this Agreement upon reasonable notice to the other party. The Town Administrator may also temporarily suspend the arrangement when necessary to address DPW staffing or operational needs.

11. No Permanent Staffing Commitment

This Agreement establishes a temporary administrative-support arrangement only. It does not create a permanent shared position, establish a permanent allocation of DPW staffing to the Airport, or obligate either party to continue the arrangement beyond its stated term.

TOWN OF MONTAGUE SELECTBOARD

Chair

Member

Member

Date: _____

TURNERS FALLS AIRPORT COMMISSION

Chair

Date: _____

MONTAGUE PARKS & RECREATION DEPARTMENT
56 First Street, Unity Park Fieldhouse
Turners Falls, MA 01376
Phone: (413) 863-3216/Fax: (413) 863-3229
www.montagueparksrec.com



Jonathan J. Dobosz, CPRP, CPO
Director of Parks & Recreation
recdir@montague-ma.gov

Jennifer L. Peterson
Clerk/Bookkeeper
recclerk@montague-ma.gov

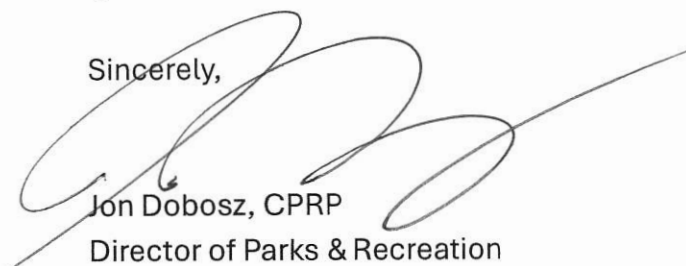
September 30, 2026

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

Dear Selectboard Members,

The Park & Recreation Commission hereby notifies the Selectboard of the vacancy created by the resignation of Commissioner Barbara Kuklewicz, effective October 1st, 2026. Pursuant to G.L. c. 41, §11 we request that the Selectboard collaborates with the Parks & Recreation in appointing a candidate to perform the duties of the office, and who may serve until the next annual meeting/election or until another is qualified.

Sincerely,



Jon Dobosz, CPRP
Director of Parks & Recreation
Town of Montague

Name: David Brule

MONTAGUE APPOINTED OFFICIAL

NAME: David Brule**DATE:** October 01, 2026**COMMITTEE:** HISTORICAL COMMISSION**TERM:** YEARS 3**TERM EXPIRATION:** June 30, 2027**SELECTBOARD, TOWN OF MONTAGUE** **TERM STARTS:** 10/6/2026

David Brule personally appeared and made oath that
he/she would faithfully and impartially perform his/her duty as a member of the
HISTORICAL COMMISSION according to the foregoing
appointment.

Received _____ and entered in the records of the
Town of Montague.

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

FOR INTERNAL USE ONLY



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

MEMORANDUM

To: Montague Finance Committee, Capital Improvements Committee, Elementary School Building Committee and Selectboard

From: Walter Ramsey, Town Administrator

Date: October 1, 2026

Subject: Sheffield Elementary School MSBA Feasibility Study/Schematic Design – Budget, Scope, and Public Information Resources

The purpose of this memorandum is to provide additional information regarding the proposed \$1.75 million authorization for the Sheffield Elementary School MSBA Feasibility Study and Schematic Design phases, and to identify public resources that may be useful as the Town considers this request.

I appreciate the questions that have been raised regarding the size of the proposed authorization, the work it would support, the extent of local control over costs, MSBA reimbursement, and the alternatives that may be considered. These are appropriate questions to address in advance of Town Meeting.

Public Information Clearinghouse

The Town has established a public information clearinghouse for the Sheffield and Hillcrest Elementary School Building Committee. I encourage committee members and interested residents to use this page as the primary source for local project materials:

[Sheffield and Hillcrest Elementary School Building Committee – Public Information Clearinghouse](#)

The page includes, or will be used to make available, project documents such as the Statement of Interest, MSBA correspondence, Building Committee materials and minutes, eligibility-period documents, feasibility-study budget information, and other relevant materials as the project proceeds. My goal is to maintain this as a central location so that members of the Selectboard, Finance Committee, CIC, Town Meeting, and the public are working from the same information.

Where We Are in the MSBA Process

The MSBA Board invited the Gill-Montague Regional School District into the 270-day Eligibility Period, which began May 1, 2026 and concludes January 26, 2027. The invitation specifically allows the potential consolidation of Sheffield, currently serving grades 2–5, with Hillcrest Elementary, currently serving PreK–1, to be examined during the Feasibility Study.

The remaining major Eligibility Period requirements include the Local Vote Authorization and completion of the Feasibility Study Agreement requirements, both due January 26, 2027.

It is important to distinguish this deadline from the actual expenditure of the funds. Town Meeting is being asked to provide the necessary authorization now. The Town would not spend \$1.75 million by

January 26, nor would approval of this authorization constitute approval of a future construction project. The MSBA has also cautioned that communities should not undertake project activities requiring MSBA approval before receiving that approval, because doing so can jeopardize reimbursement eligibility.

Why \$1.75 Million?

The proposed authorization is more accurately described as a Feasibility Study/Schematic Design budget, rather than simply a “feasibility study.”

The current planning budget is:

Category	Proposed Budget
Owner's Project Manager	\$400,000
Designer / Architectural & Engineering Team	\$1,200,000
Environmental & Site Testing	\$100,000
Other / Contingency	\$50,000
Total Authorization	\$1,750,000

These categories correspond to the general structure used by MSBA for Feasibility Study Agreements. The \$1.75 million figure was developed as a planning authorization, not from negotiated consultant contracts. The Elementary School Building Committee reviewed comparable MSBA projects and information provided by Colliers Project Leaders. One particularly useful comparison was the Anne E. Barry Elementary School project in Chicopee, a K–5 project serving approximately 340 students. Its Feasibility Study/Schematic Design budget was approximately \$1.63 million, including \$435,000 for the OPM, approximately \$1.05 million for the design team, \$100,000 for environmental/site work, and approximately \$46,000 for other costs. Colliers advised that approximately \$1.75 million was a reasonable 2026–27 planning figure for a project of Montague's anticipated size. Several other MSBA communities with similar project have budgeted between \$1.5 and \$2M. Franklin County Tech School budgeted \$1.9M for the feasibility/schematic design phase for that MSBA project.

The Building Committee subsequently voted unanimously to recommend the \$1.75 million authorization.

I think it is important to emphasize that this is an authorization of **up to \$1.75 million**. It is not a commitment to spend the entire amount regardless of the consultant contracts ultimately procured and negotiated.

What Does the Feasibility Study/Schematic Design Work Accomplish?

The Feasibility Study is intended to determine what project, if any, should ultimately be pursued. The work typically includes development of the educational program, evaluation of existing conditions, site and environmental analysis, development of space needs, creation and evaluation of alternatives, cost estimating, and development of a preferred solution. The subsequent Schematic Design phase advances that preferred solution sufficiently to establish a credible project scope, cost and schedule.

The Town's Building Committee charge contemplates evaluation of several possible approaches, including:

- renovation of the existing facility;
- addition and renovation;
- new construction; and
- potential consolidation of elementary school facilities.

The Statement of Interest proposes consideration of consolidating Hillcrest and Sheffield into a single PreK–5 facility.

That proposal is the starting point for analysis, not a predetermined design solution. The purpose of the Feasibility Study is to evaluate the available options and determine which solution best addresses educational needs, existing conditions, site constraints, cost, and long-term affordability.

What Control Does the Town Have Over the Cost?

MSBA establishes the process and many of the required deliverables, but it does not simply assign the Town a \$400,000 OPM contract and a \$1.2 million design contract.

The OPM and Designer will be selected through the applicable public procurement and MSBA processes. Actual professional fees will therefore be determined through those procurements and subsequent contract negotiations.

The current line items should be viewed as reasonable budget allowances within an overall authorization, not predetermined consultant fees.

There is also an important role for existing Town and District information. The 2025 Statement of Interest identifies the 2020 PCA360 Property Condition Assessment, which has already been used for long-term capital planning. We will make that assessment, prior engineering work, available hazardous-material information, and other existing studies available to the future project team. Whether particular existing work can eliminate or reduce new investigation will depend on its age, scope and whether it satisfies MSBA requirements.

Reimbursement and Expected Local Share

MSBA is expected to reimburse a substantial portion of eligible Feasibility Study and Schematic Design expenses. During the Building Committee's August discussion, a planning range of approximately **75%–78%** was discussed, although the Committee appropriately noted that the final applicable rate had not yet been established.

For planning purposes, we have generally used approximately 76%. At that rate, if the entire \$1.75 million authorization were spent on MSBA-eligible costs:

- Estimated MSBA reimbursement: \$1.33 million
- Estimated local share: \$420,000 (We are proposing to budget for up to \$500,000 local share from capital reserves)

These figures should not yet be characterized as a guaranteed reimbursement. Actual reimbursement depends on the rate established through the MSBA process and on whether individual expenditures are eligible.

Does This Commit Montague to a Construction Project?

No.

Authorization of the Feasibility Study/Schematic Design phase allows the community to determine what project should be considered and what it would cost.

A future construction project would require additional MSBA review and approval and, importantly, a separate local funding decision. Town Meeting would therefore have another opportunity to evaluate the scope, total cost, MSBA grant participation, financing plan, and local tax impact before a construction project could move forward.

The Initial Compliance Certification recognizes this staged process and requires collaboration with MSBA in identifying deficiencies, evaluating educationally and financially sound solutions, agreeing upon a project scope and budget, and implementing any eventual approved solution.

Additional MSBA Resources

In addition to the local project clearinghouse, MSBA maintains extensive public guidance concerning:

- Eligibility Period requirements;
- local authorization of Feasibility Study/Schematic Design funding;
- the Feasibility Study Agreement;
- Feasibility Study requirements;
- Schematic Design requirements;
- OPM and Designer procurement;
- model professional-service contracts;
- reimbursement procedures; and
- project forms and guidelines.

I will continue adding the most useful links and project-specific materials to the Town's [public information clearinghouse](#) so that interested officials and residents do not need to independently navigate the MSBA website.

Next Steps

I support having MSBA staff participate in a public discussion with the Selectboard, Finance Committee, CIC, Building Committee, and interested residents before the funding vote if their schedule permits. In particular, I would ask MSBA staff to address:

1. what work MSBA expects to be completed within the \$1.75 million Feasibility Study/Schematic Design authorization;
2. how the final reimbursement rate will be established and which costs are eligible;

3. how OPM and Designer fees are established and what ability the Town has to control or refine those costs;
4. what flexibility exists to refine the budget or scope while maintaining the project's eligibility.

The objective at this stage is not to decide what school building project Montague should ultimately construct. It is to determine whether the Town is willing to fund, with substantial anticipated MSBA reimbursement, the professional analysis necessary to develop the alternatives, costs and information needed to make that later decision.

Please note that the Elementary School Building Committee is planning to attend Selectboard on Monday October 5 to present the request and they will distribute a project information FAQ for town meeting packets next week.

SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 28, 2026

8A

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Wednesday, October 28, 2026, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,643.02, or any other amount, for the purpose of paying prior year unpaid bills of the Police Department and Shared Services, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$38,550.27, or any amount, for the purpose of funding the Airport FY26 operating deficit, or pass any votes in relation thereto.

(Town Accountant Request)

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$15,000, or any other amount, , for the purpose of funding the operations of the Airport in Fiscal Year 2027, including the payment of wages and benefits for airport employees, maintenance of property and equipment, the purchase of supplies, debt service, and anything incidental or related thereto, with \$10,000 to be used to fund the anticipated Fiscal Year 2027 revenue shortfall in the Airport Enterprise Fund and \$5,000 to increase Airport Overtime, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 4: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$61,502.31, or any other amount, for the purpose of funding structural grant deficits, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$12,032, or any other amount, for the purpose of purchasing goods and services related to the maintenance of the cemeteries and providing funds for the FY27 Cemetery Sexton stipend, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 28, 2026

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$16,300, or any other amount, for the following departmental projects and purchases, including any and all incidental and related costs, to be allocated as set forth below, or pass any vote or votes in relation thereto.

- A. \$5,600 for the purchase of a walk-behind automatic floor scrubber
- B. \$7,700 for the purchase of a baseball/softball infield grooming machine
- C. \$3,000 for repainting the surface of Unity Park Playground

(Police/Parks and Recreation Request)

ARTICLE 7: To see if the Town will vote to appropriate, borrow or transfer from available funds, a sum of money to be expended under the direction of the School Building Committee for a feasibility study and schematic design for necessary improvements at the Sheffield Elementary School, located at 43 Crocker Avenue, and the Hillcrest Elementary School, located at 30 Griswold Street, for which feasibility study the Town and or the Gill-Montague School District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”). The Town acknowledges the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town incurs in connection with the feasibility study in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town, or pass any vote or votes in relation thereto.

(Sheffield and Hillcrest Elementary School Building Committee Request)

ARTICLE 8: To see if the Town will vote to accept the provisions of Massachusetts General Laws, Chapter 59, Section 5K, authorizing the Selectboard to establish a program whereby persons over the age of sixty may volunteer to provide services to the Town in exchange for a reduction in their real property tax obligations, beginning in Fiscal Year 2028, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9: To see if the Town will vote to transfer the care, custody, management and control of Town-owned property, being the former Central Street School, located at 34 Central Street in Turners Falls, from the board or officer having custody thereof for the purposes for which said property is currently held to the Selectboard for general municipal purposes and for the purposes of the lease thereof for a term not to exceed thirty (30) years, for educational, child development, community service, or other related purposes determined by the Selectboard to serve the public interest, and on such other terms and conditions and for such consideration as the Selectboard deems to be in the best interests of the Town, and to enter into and execute any documents and agreements and take any other actions necessary or appropriate to carry out the purposes of this vote; or pass any vote or votes in relation thereto.

(Selectboard Request)

SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 28, 2026

And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this 5th day of October in the Year of Our Lord Two Thousand and Twenty-Six.

Nathaniel Card Schiffbauer

Marina Goldman

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA October____, 2026

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

Constable of Montague

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE TOWN OF MONTAGUE
AND
SKANSKA USA BUILDING, INC.**

THIS AGREEMENT is made this ____ day of October 2026, by and between the Town of Montague, hereinafter called the OWNER and _____, with offices at 101 Seaport Blvd, Boston, MA 02010 (herein called the "CONSULTANT"):

The OWNER'S Designated Representative under this contract is:

Name _____ Position/Title _____

Address: _____

Telephone _____

Email : _____

The CONSULTANT'S Designated Representative under this contract is:

Name _____ Position/Title _____

Telephone _____

Email _____

WITNESSETH, for consideration hereinafter set forth, the CONSULTANT AND OWNER hereto agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONSULTANT

- 1.1 THE OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain professional services hereinafter described as:

Strathmore Mill Cleanup Project

ARTICLE 2. GENERAL CONDITIONS

The OWNER agrees that all work be done by the CONSULTANT and all materials to be used on the project shall be in accordance with the standards applicable to the relevant professions employed on the PROJECT.

ARTICLE 3. SCOPE OF SERVICES

This scope of services is found in Attachment A

ARTICLE 4. CONTRACT PRICE AND PAYMENT

- 4.1.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT a fee not to exceed \$399,400 for the scope of services described in Article 3 of this AGREEMENT.
- 4.2.1 Payments to the CONSULTANT shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1% per month.
- 4.3.1 For services performed beyond basic services, (additional services) the CONSULTANT shall be compensated in accordance with the procedure established in Article 13.
- 4.4.1 The OWNER agrees to make payment to the CONSULTANT within thirty (30) days of the invoice date for work completed to the OWNER'S satisfaction. If the OWNER fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT'S statement therefore, except for just cause, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONSULTANT within seven (7) days of the notice, the suspension shall take effect without further notice. In the event of a suspension of services due to failure of the OWNER to make payment as agreed in this section, the CONSULTANT shall have no liability of the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 4.5.1 Notwithstanding anything in this AGREEMENT to the contrary, any and all payments that the OWNER is required to make under this AGREEMENT shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

ARTICLE 5. TERM OF AGREEMENT AND TIME FOR PERFORMANCE

- 5.1.1 The CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER and upon receipt of a Notice to Proceed from the Owner. The CONSULTANT agrees to provide services for the duration of work, starting within two weeks of the Notice to Proceed.

ARTICLE 6. KEY PERSONNEL

- 6.1.1 The CONSULTANT shall provide a list of the names and qualifications of individual staff people who will be assigned to the performance of the CONSULTANT'S obligations under this contract.
- 6.2.1 The OWNER shall have the right to require the CONSULTANT to remove any key individual from his or her assignment to this PROJECT for cause. The key individual shall receive reasonable notice of any such action.

ARTICLE 7. CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

- 7.1.1 The CONSULTANT shall not employ consultants, except Key Personnel designated in

ARTICLE 6, or assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval of and written consent of the OWNER. The OWNER shall not unreasonably withhold such approval. The OWNER may rescind its consent if a consultant or subcontractor is incompetent, irresponsible, or otherwise unsatisfactory, and the CONSULTANT shall remove such consultant or subcontractor from the work. The OWNER'S written consent shall not in any way relieve the CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates or other work or materials furnished.

- 7.2.1 Except as otherwise provided in this contract, whenever the services of the following consultants are required, the CONSULTANT shall employ them within the basic fee for this project: Surveyors, Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Acoustical Engineers, Architects, Landscape Architects and Designers, Cost Estimators, Code Specialists and Specification Writers. Consultants must be registered in their respective disciplines if the applicable General Law requires registration.
- 7.3.1 When the CONSULTANT receives payment from the OWNER, the CONSULTANT shall within 30 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the OWNER. The OWNER shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the OWNER.

ARTICLE 8. STATUTORY COMPLIANCE

- 8.1.1 This AGREEMENT will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the AGREEMENT shall conflict with any provisions or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B: Procurement of Goods and Services
General Laws Chapter 30 Sec. 39 et seq: Public Works Contracts
General Laws Chapter 149, Sec 44A et seq: Public Buildings Contracts

- 8.2.1 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this AGREEMENT. To whatever extent any provision of this AGREEMENT shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 8.3.1 The CONSULTANT shall exercise due care in accordance with generally accepted standards of professional practice, and perform the work required under this AGREEMENT in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the CONSULTANT shall promptly pay all fines, penalties and damages that may arise out of or

are imposed because of the CONSULTANT'S failure to comply with the provisions of this Article and shall indemnify the OWNER against any liability incurred as a result of a violation of this section, in place at the time of this Agreement's execution.

ARTICLE 9. INSURANCE

General Liability Insurance

9.1.1 The CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operation the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury, death and property damage.

9.2.1 Automobile Liability Insurance

The CONSULTANT agrees to hold the Town of Montague harmless from the liability of any accidents, deaths or injuries, or destruction of property, caused by or incurred by employees of the CONSULTANT while engaged in the implementation of this contract.

9.3.1 Professional Services Liability Insurance

The CONSULTANT shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate, and maintain such policy from the time that this CONSULTANT is signed to the date when all construction work designed under this CONSULTANT is completed and accepted by the OWNER. Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the OWNER should coverage become unavailable.

9.4.1 The CONSULTANT shall, before commencing performance of this AGREEMENT, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of this AGREEMENT.

9.5.1 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this AGREEMENT. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the OWNER at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 10. RESPONSIBILITIES OF THE OWNER

The OWNER without cost to the CONSULTANT, shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

10.1.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with

respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.

- 10.2.1 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONSULTANT regarding both general and special considerations relating to the PROJECT.
- 10.3.1 Assist the CONSULTANT by placing at the disposal of the CONSULTANT all available information pertinent to the PROJECT including previous reports and existing survey data and any other data relative to design or construction of the PROJECT.
- 10.4.1 Waive or pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and obtain such approvals and consents from others as may be necessary for completion of the Project. The CONSULTANT shall assume that the information provided by OWNER is reliable for the purposes of these services. All materials and information provided to the CONSULTANT by OWNER under this contract shall remain the property of OWNER and shall be returned to OWNER upon completion of this contract or upon early termination of this contract
- 10.5.1 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- 10.6.1 Cooperate with and assist the CONSULTANT in all additional work that is mutually agreed upon.
- 10.7.1 Pay the CONSULTANT for work performed in accordance with terms specified herein.
- 10.8.1 Develop, organize and implement all public information and participation efforts.
- 10.9.1 OWNER does not guarantee the accuracy of information furnished and CONSULTANT must satisfy itself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by OWNER. If the above data are not available or they are in the opinion of CONSULTANT insufficient, CONSULTANT, upon request, may be given authorization to obtain the services of a consultant or perform the work with its own employees. Such consultants shall carry adequate liability insurance. In no case shall CONSULTANT commence such additional work without prior written authorization of OWNER.

Written consent shall not in any way relieve CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specification, estimates and other work or material furnished.

ARTICLE 11. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 11.1.1 CONSULTANT shall indemnify and save harmless OWNER and all of its municipal boards, commissions, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the CONSULTANT in the

performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by CONSULTANT or its employees, consultants or subcontractors.

11.2.1 Hazardous Waste Indemnification's

For the purpose of this AGREEMENT, CONSULTANT shall not be considered an owner or operator of the project site with respect to the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against CONSULTANT, its principals, agents, employees, and consultants unless such claims are based, in whole or in part, upon the negligence, breach of AGREEMENT, warranty, indemnity, or other obligation of CONSULTANT, its principals, agents, employees and consultants.

11.2.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

ARTICLE 12. NOTICE

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

ARTICLE 13. EXTENSION OF SERVICES

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

ARTICLE 14. OWNERSHIP AND USE OF DOCUMENTS

One (1) reproducible copy of all reports, design drawings, field data, calculations, estimates, and other documents and records (collectively referred to as "documents") which CONSULTANT prepares as instruments of service shall become the property of the OWNER upon payment in full to CONSULTANT under this AGREEMENT. Any re-use of such documents without CONSULTANT's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONSULTANT'S rights under this AGREEMENT.

ARTICLE 15. TERMINATION

- 15.1 The OWNER may terminate this AGREEMENT, without cause, upon ten days written notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall be compensated for all services performed prior to termination.
- 15.2 If the PROJECT is suspended or abandoned in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due.
- 15.3 If the PROJECT is resumed after being suspended for more than nine (9) months, the CONSULTANT'S compensation shall be equitably adjusted.
- 15.4 In the event of termination by the OWNER, the CONSULTANT will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 4 of this AGREEMENT.

ARTICLE 16. GENERAL PROVISIONS

16.1 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT'S services.

16.2 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

ARTICLE 17. PROVISIONS REQUIRED BY MASSACHUSETTS LAW

- 17.1 The CONSULTANT hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT. (Statutory reference: M.G.L. c. 7, §38H (e) (i))
- 17.2 The CONSULTANT hereby certifies that no consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an

inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT. (Statutory reference: M.G.L. c. 7, §38H (e) (ii))

- 17.3 The CONSULTANT hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this AGREEMENT upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT to the CONSULTANT. (Statutory reference: M.G.L. c. 7 § 38H (e) (iii))
- 17.4 The CONSULTANT hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the CONSULTANT filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c. 7, §38H (e) (iv))

ARTICLE 18. DISCLOSURE RIGHTS

OWNER agrees the CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

TAX COMPLIANCE STATEMENT

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that _____, to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date_____

Typed or Printed Name of Person Signing

Authorized Official’s Signature

Company or Corporation

NON-COLLUSION STATEMENT

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that AGREEMENT has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, entity, or group of individuals.

Date_____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of

_____ held on _____,

it was unanimously voted to authorize _____

its _____ to sign any and all bid and contract documents on

behalf of the Corporation. I further certify that said vote remains in full force and effect and

has not been rescinded or modified as of the date below.

Date _____

Corporate Name

Clerk

SEAL:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Accepted for the OWNER, TOWN OF MONTAGUE, by its Selectboard:

Date

Accepted for the CONSULTANT, _____ by:

Project Manager

Date

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: _____
Accountant, Town of Montague

Date: _____

A TRUE COPY, ATTEST:

By: _____
Clerk, Town of Montague

Date: _____

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number _____

EXHIBIT A
SCOPE OF WORK



John M Benzinger

Vice President

Skanska USA Building Inc.

1350 Main Street

Springfield MA 01103

Phone: 413 281 8934

Email: john.benzinger@skanska.com

September 30, 2026

Mr. Chris Nolan-Zeller
Asst Town Administrator
Town of Montague Massachusetts
1 Avenue A
Turners Falls MA 01376

**Re: Owner's Project Management (OPM) Services
Strathmore Mill Cleanup Project
Skanska Scope of Work**

Attachment A to the Contract

Dear Mr. Nolan-Zeller:

Pursuant to our recent conversations, I am writing to provide you with our proposed scope of work and Cost proposal for Owner's Project Management OPM services for "The Strathmore Mill Cleanup Project" project. Our team will be led by myself (John Benzinger) and will include Aaron Singer as the Sr. Project Manager, Stephen Brown as the Site Representative, Alex Abdow as the Asst Project Manager and Hope Bussiere as our Communications Manager. We also included PCM, a WBE estimating consultant, that we use often should we be required to provide any cost estimates for the project.

Our current understanding of the project is as follows:

1. Tighe and Bond is almost complete with the Construction Documents, and the hope is to prequalify Contractors and subcontractors shortly and bid the project before the end of the year. The preconstruction period will be 3 months October 26 through December 26.
2. The Contractor potentially will mobilize to the site in January 2027. Tighe and Bond has estimated an 18-month construction period for the project. The team is considering shortening that duration to about 14 months.
3. Building #9 is owned by Eagle Creek Renewable Energy and contains and active 937 – KW turbine. This building must be maintained and will be operational during construction / Demolition.
4. The town has a budget of approximately \$10M for the engineering, management and associated demolition and construction work on the project.
5. Tighe and Bond in conjunction with the town has developed a plan to maximize the available funds by using a series of alternates. We understand this to be:
 - a. Base Bid Demolish buildings 3, 5/5A, 6/6A, 7 & 8.
 - b. Alt #1 - Base Bid Plus Building #1
 - c. Alternate #2 – Base plus Buildings 1 & 11
 - d. Alternate #3 – Base Bid plus Buildings 1,2,4 and 11
6. There is abatement work needed before demolition can occur and this will be part of the General Contractors' scope.

7. The project will be bid as a Chapter 149 project and there may be a couple of file sub bids for electrical and plumbing cut and make safe work.
8. Temporary bracing may be needed to support Building 9 while demolition work occurs. This will be delegated design performed by the General Contractor.
9. A new CMU / Brick wall for Building #9 may be needed. This will have to be bid as a File sub under Chapter 149.
10. The site is tightly bordered by a water channel on the east side and a river on the west side. There are weight restrictions on the road adjacent to the water Channel and the existing structures. Very careful planning will be required to bring the required equipment on site.

Based on discussions with the Town of Montague and Tighe & Bond we have settled on the following scope of work. It is important to note that our proposal is based on a 12-month duration for Base Scope only. Should add alternates be accepted that extend our period of performance we reserve the right to request an adjustment to our fee. Additionally, it was agreed that Skanska's onsite presence during the abatement phase (first 3 months) would be minimal as Tighe & Bond will be on site for this work. We included 1 day a week during the abatement period for our site representative Stephen Brown.

The proposed Scope of work is as follows:

- **Preconstruction – October 2026 – December 2026 (3 Months)**
 - Create Mater Project schedule using Tighe & Bond's schedule to include pre-qualification, bidding and contract execution.
 - Review and Comment on Tighe & Bonds OPCC and revise as necessary. We have not included the cost for an estimate. This can be added if desired.
 - Constructability review with written comments
 - Attend progress meetings and document as required.
 - As part of the constructability review suggest Value Management items if possible.
 - The town has a current website for the project. The town will continue to maintain that site. Skanska to provide content as requested.
 - Bidding Process: Skanska will assist Tighe and Bond and the Tow of Montague with the following items:
 - Assist owner and design team with the prequalification and bidding process.
 - Assist with the preparation of Division 00 and 01 of bid manual.
 - Bid form.
 - Assist with assembly of General Conditions, and insurance requirements.
 - Assist owner with the preparation of Contract for the General Contractor
 - Assist team with responses to bid questions.
 - Assist with prequalifying subcontractors and General Contractors
 - Work with design team and owner to prepare an RFP for the work and properly advertise it as required by Chapter 149.

- Obtain prevailing wages from the state for the project.
 - Assist owner in obtaining Builders Risk Insurance or have GC obtain it.
 - Negotiate price and contract with the General Contractor
- Manage any other consultants or contractors that the Town may contract directly.
- Manage any arrangements with Utility companies with Technical Assistance from Tighe & Bond.
- Interface with EPA, DEP and Town officials as needed. It appears that Tighe & Bond have done most of this work already.
- Provide Comments on Tighe & Bond's OPCC.
- Arrange for and monitor Vibration Monitoring of Building No. 9. Establish Baseline prior to start of construction. Cost of equipment and installation are not included in this proposal.
- Arrange for security / Web Cam camera(s) to track activity on site and monitor the contractor's work. Cost of equipment and installation are not included in this proposal.

Construction Phase – January 2027 – December 2027 (12 Months)

- Review Contractor and design team pay applications with input from Tighe & Bond.
- Review, negotiate and make recommendations regarding Contractor Change requests with input from Tighe & Bond.
- Chair weekly or biweekly progress meetings and prepare and distribute meeting minutes.
- Assist Tighe & Bond with scheduling of hygienist visits needed for abatement work.
- Manage Submittal and RFI process between the Contractor and Design team. Skanska can provide access to their Procore system for use on the project at no additional cost to the owner.
- Provide Part Time Clerk of the Works services.
- Provide daily work reports with photos.
- Provide Monthly Drone flyover images.
- Provide weekly Construction progress reports.
- Provide Monthly construction updates that can be shared with senior leadership.
- Assist the town with communications to abutters, community, and other stakeholders.
- Arrange for the installation of on-site Cameras/ video surveillance equipment to monitor project.
- Continue monitoring of vibration for Building No. 9 during demolition and construction.

Our cost to provide the above scope of work on this project totals **\$399,440.00**. Our engagements are typically T&M not to exceed, meaning we will only charge the time spent on the project and any balance will be credited to the client.

Can you please sign this document indicating your approval of this proposal.

Submitted by:

John M Benzinger

Sincerely,
John Benzinger
Vice President

413 281 8934
John.Benzinger@skanska.com

Dated: 9/28/2026

Approved by:

Mr. Chris Nolan- Zeller
Asst Town Administrator
Town of Montague MA

Dated:



Strathmore Mill Site Cleanup - Town Of Montague

Owner's Project Manager (OPM) Fee Proposal
September 14, 2026

PROJECT TEAM

	Total	Hourly Rates	EstimatedHours
	\$ -	\$ -	
John Benzinger, Principal in Charge	\$ 34,800	\$ 290	136
Aaron Singer SR PM	\$ 100,320	\$ 190	544
Alex Abdow Asssitant PM	\$ 91,520	\$ 160	576
Stephen Brown Clerk of Works	\$ 172,800	\$ 180	1,440

Total Fee \$ 399,440

Preconstruction 3 Months

		October-26	November-26	December-26								Total
		\$ -	\$ -	\$ -								\$ -
John Benzinger, Principal in Charge	1 Day /Month	\$ 2,320	\$ 2,320	\$ 2,320								\$ 6,960
Aaron Singer Sr PM	1.5 Day / Week	\$ 9,120	\$ 9,120	\$ 9,120								\$ 27,360
Alex Abdow Asst PM	2 Day / Week	\$ 10,240	\$ 10,240	\$ 9,600								\$ 30,080
Stephen Brown Clerk of Works	NA	\$ -	\$ -	\$ -								\$ -
												\$ -

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF Montague, MASSACHUSETTS
AND
Fuss & O'Neill, Inc.**

THIS AGREEMENT made this 5th day of October, 2026 between Fuss & O'Neill, Inc., with a usual place of business at 1550 Main Street, Suite 40, Springfield, MA 01103, hereinafter called the "CONTRACTOR," and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the "TOWN".

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

1. Scope of Work

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

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a lump sum of \$60,000.00, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$60,000.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on October 5, 2026, and shall expire on January 31, 2027, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The CONTRACTOR, and those for whom it is legally liable, will perform its services in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

A. Responsibility for the Work:

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

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

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

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

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

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

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

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

12. Notice

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

13. Termination

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

14. Miscellaneous

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

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

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

TOWN OF MONTAGUE:

Fuss & O'Neill, Inc.

By: _____

By: _____

Print Name: Richard Kuklewicz

Print Name:

Title: Selectboard Chair

Title:

Exhibit A

Scope of Work

September 28, 2026

Mr. Samuel Urkiel
Superintendent Department of Public Work
128 Turners Falls Road
Montague, MA

RE: Proposal for Professional Services
Montague, MA
Fuss & O'Neill Reference No. 120.0241314.000

Dear Mr. Urkiel:

Fuss & O'Neill, Inc. has prepared this proposal to Assist the Town of Montague to conduct additional site assessment, develop 30% design plans for the restoration and stabilization of erosion related to stormwater runoff and an outfall pipe along Oakman Street (Parcel 10-0-028) located between Highland Circle and Bourdeau Street. This project will continue work completed as part of the 2026 MVP Hill Neighborhood Green Infrastructure Masterplan's site analysis and conceptual design.

Scope of Services

Task 1 – Project Management and Client Meetings

Task 1.1 Client Meetings

Fuss & O'Neill will hold a project kickoff meeting with Town staff and the project team to begin the project and review timelines and deliverables. We will also hold a monthly check-in meeting (6 Meetings) for project progress, draft deliverables, and coordination. We will prepare and circulate a meeting agenda as well as notes of relevant discussion items following the meeting.

Deliverables: Meeting agenda and notes

Task 1.2 General Project management

Fuss & O'Neill will coordinate and manage the execution of project tasks, the project budget and schedule, and deliverables.

Deliverables: Coordination and management of project tasks, budget, schedule, and deliverables

Task 2 – Wetland Delineation

A Fuss & O'Neill wetland scientist will delineate wetland resource areas at Oakman Street parcel 10-0-028 and a portion of 30 Country Club Lane including the pond. Prior to the delineation, available mapping will be reviewed

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including, but not limited to the most recent topographic maps, and results from FEMA mapping, and MassMapper. Resource areas will be delineated during a time of year when the ground is not frozen and there is no snow cover. Wetlands will be delineated (identified, classified, and flagged) with consecutive numbered survey tape or pin flags in accordance with local, state, and federal regulations and guidelines. Based on a desktop review of MassDEP mapped wetlands, the wetland delineation is anticipated to include approximately 1,500 linear feet of wetlands and Bank. Wetland flags will be located by a professional land surveyor.

Results of Wetland Delineation

Following the wetland delineation, a brief written report will be provided including:

- Classification of resource areas
- Photographs of resource areas
- Descriptions of vegetation, hydrology, and soils
- Sketch of the approximate boundaries of resource areas

Deliverable: Wetland Delineation Report

Task 3 – Survey

Fuss & O'Neill will provide survey services for a topographic survey of the subject area (10 ac.±), location of wet flags delineated by a wetland scientist, and right-of-way re-establishment for Highland Circle and Oakman Street along the subject area street frontage. Our proposed scope for survey services is as follows:

Existing Conditions / Topographic Survey and Wetland Survey

- Set project control on the NAD83(2011) - NAVD88 MA State Plane Coordinate System.
- Perform a 3D topographic survey of the subject area (10 ac.±).
- The topographic survey will include sufficient spot grades gathered along with feature break lines that will be used to generate an accurate contour model at 1' contour intervals.
- The survey will include location and mapping of relevant site features such as: buildings, pavement, drives, fences, surface evidence of underground utilities, utility poles, overhead wires, water courses, other structures and significant features, etc.
- Show surface evidence of public and private utilities.
- Measure inverts for accessible drain and sewer structures within the subject area.
- Locate wet flags delineated by others.
- Prepare a topographic base map for design use that includes the delineated wetlands.

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Re-establish ROW Boundary Lines for Highland Circle & Oakman Street

- Conduct ROW research for the two subject streets fronting on the subject area.
- Search for existing monumentation and boundary evidence along the subject streets rights-of-way.
- Analyze and reconcile field and record evidence to reestablish ROW street boundaries.
- Add ROW boundary lines to the base plan.

Task 4 – Hydrologic & Hydraulic Analysis

Fuss & O'Neill will complete a Hydrologic and Hydraulic (H&H) analysis of the Oakman Street outfall to inform further development of the 2026 MVP Hill Neighborhood Green Infrastructure Masterplan recommendation for the outfall. The H&H analysis will build upon the model and analysis completed as part of the 2026 MVP project. Fuss and O'Neill will complete the following in order to support and inform the Oakman Street outfall 30% design plans.

- Calculation of design storm peak runoff rates, retention/water quality volume, and sizing of green infrastructure and end of pipe systems. All proposed components will be designed according to MassDEP's stormwater management standards to limit untreated runoff from impervious surfaces entering the stream.
- Hydrologic and hydraulic modeling of the proposed design under current and one future climate projection for three storm events. Fuss & O'Neill will refine the existing conditions model developed during the 2026 MVP Project to reflect the proposed conditions.
- Evaluate scour at the end of pipe system from the outlet structure to the existing channel based on the slope stability analysis and proposed conditions hydrologic model.
- Prepare a H&H memorandum summarizing the sizing and design calculations, H&H modeling results, and scour analysis.
- Provide design details and support as necessary during preparation of Permitting Plans (Task 6).

Deliverable: Hydrologic and Hydraulic Memorandum

Task 6 – 30% Design Plans

The existing design concept generated from the 2026 MVP Hill Neighborhood Green Infrastructure Masterplan will be further developed based on previous and proposed site assessment to develop 30% design plans.

The anticipated drawing set will include the following:

- Cover Sheet
- General Notes
- Existing Conditions Plan
- Site Preparation and Erosion and Sediment Controls Plan

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- Site Layout and Grading Plan
- Restoration Plan
- Landscape/Planting Plan
- Detail Sheet

In conjunction with the 30% plans, we will also prepare a Probable Opinion of Construction Costs associated with the proposed work.

Deliverables: 30% design drawings (24" x 36") in PDF format, Probable Opinion of Construction Costs, design review meeting

Assumptions

This agreement has been prepared assuming the following:

- A. Periods of adverse weather could impact the ability to perform certain fieldwork which therefore could delay the start and/or completion of the survey. Substantial snow cover will prevent us from mapping certain features which may require a site revisit upon snow melt. Said site revisit is not included in this scope.
- B. Assume that there is unrestrictive access to and on the subject site to be able to freely perform the ground survey.
- C. Subsurface mark-out and/or location for underground utility lines is not included.
- D. Assume existing monumentation and recovered ROW boundary evidence is within substantial agreement with deeds, plans and layouts of record, and that Fuss & O'Neill does not encounter boundary issues or inconsistencies that would require additional research, field work or boundary dispute resolution.
- E. Boundary research, survey, and re-establishment of parcel boundary lines are not included in this scope. If a boundary survey(s) of one or more parcels is required, an amendment to this scope will be offered.

Schedule

Fuss & O'Neill is prepared to begin the above scope of work upon receipt of a signed Authorization to Proceed, weather permitting. We propose to complete the phases listed in this Agreement in accordance with the following schedule:

Phase	Estimated Duration
1 – Project Management and Client Meetings	Project Duration
2 – Wetland Delineation	4-6 weeks
3 - Survey	8-10 weeks
5 – Hydrologic and Hydraulic Analysis	12 Weeks
6 – 30% Design Plans	12 weeks

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The above schedule assumes that Authorization to Proceed will be issued within 30 days of the date of this Agreement. Also, it is important to note that the following may extend the estimated durations listed above.

- Inclement weather (may delay proposed field work)
- Not receiving information from others (e.g., surveys, architectural plans, etc.) in a timely manner
- Extended review periods by the regulatory authority, client, and/or counsel

Fees

We propose a budget be established for professional services in support of this effort as outlined below. Lump sum phases will be billed monthly as a percentage complete while the hourly phases will be billed on a time and materials basis and the budget would not be exceeded without expressed authorization.

Phase	Basis	Estimated Fees
Task 1 – Project Management and Client Meetings	Lump Sum	\$4,500
Task 2 – Wetland Delineation	Lump Sum	\$4,750
Task 3 – Survey	Lump Sum	\$21,250
Task 5 – Hydrologic and Hydraulic Analysis	Lump Sum	\$18,000
Task 6 – 30% Design Plans	Lump Sum	\$11,500
Total		\$60,000

Hourly and additional services outside the final scope of services will be provided according to the current Rate Schedule at the time of authorization. A current copy is attached.

Rates are subject to bi-annual adjustments in July and January. Additionally, rate increases may be required due to market conditions. These adjustments ensure that our pricing remains competitive and reflective of current market conditions.

Invoices will be sent on a monthly basis and payment must be made in accordance with the General Terms and Conditions.

Fees are valid for 90 days and the project duration is assumed to be as shown above. If authorization or project schedule extend beyond these durations, Fuss & O'Neill reserves the right to renegotiate the fee.

General Terms and Conditions

The attached General Terms and Conditions will apply to the services described above.

Unless expressly instructed by the client to the contrary, Fuss & O'Neill will consider the data provided by organizations that are engaged with respect to mapping current climate conditions and follow the recommendations of applicable municipal, state, and/or federal guidelines and standards for design, including consideration of project purpose and location, and future climate conditions relevant to the design life and/or anticipated service life or duration of the project, using applicable available data relevant to the project geography.

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Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or issuance of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services. Fuss & O'Neill, Inc. will not work in advance of the executed authorization to proceed.

Thank you for requesting engineering service from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,



Jeffrey Dawson
Sr Landscape Designer | Office Leader

Reviewed by:



Andrew Bohne, RLA
Associate | Landscape Architecture Discipline Lead

Attachments: Authorization to Proceed
General Terms and Conditions

Authorization to Proceed

Mr. Jeffrey Dawson
Fuss & O'Neill, Inc.
1550 Main Street, Suite 40
Springfield, MA One Financial Plaza, 15th Floor
Hartford, CT 06103

RE: Authorization to Proceed
Professional Services
Montague, MA
Fuss & O'Neill Reference No. 120.0241314.000

Budget: \$60,000

Dear Mr. Dawson,

I hereby authorize Fuss & O'Neill, Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated September 28, 2026. Fuss & O'Neill, Inc. will not work in advance of the executed authorization to proceed.

_____ Printed Name	_____ Date
_____ Signature	_____ Title

Town of Montague – please complete information below.

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact:	Name/Title:		
	Address:		
	Phone/Email:		
Accounts Payable Contact:	Name/Title:		
	Address:		
	Phone/Email:		
Purchase Order Number:			

*** Indicate address, email address, and website link if different than already provided.**

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between the Town of Montague (Client) and Fuss & O'Neill, Inc. (Consultant) dated September 28, 2026 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules, or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal, or governmental information concerning environmental, atmospheric, and geotechnical conditions and developments. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify, and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse, modification, or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet, or transfer any rights (including, but without limitation, moneys that may become due or moneys that are due) under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation or litigation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete, or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies, or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe, or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made, and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency, pandemics, or epidemics. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box 24567, New York, NY 10087-4567 or by EFT/ACH transfer to JPMorgan Chase Bank NA, Account #581937086, ABA #102001017. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses, and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. In no event shall Consultant be liable to Client, or any other person or entity, for any delays and/or costs associated with any hidden, unforeseen, or differing site or subsurface conditions. Any liability for such costs or delays shall be allocated to and remain the sole responsibility of Client. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/ subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance, or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance, or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance, or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance, or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools, and methods (including software, patents, copyrights, and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

26.0 CONSTITUENTS OF CONCERN (COC)

Consultant shall consider applicable regulations and standards applying to COC at that time in the locale where the Site is located, consistent with the standard of care. It is acknowledged by both parties that the consultant's scope of services does not include any services related to unregulated COC or emerging contaminants at the present or at any time in the future. Unregulated COC and emerging contaminants will only be considered at the written request of the client, upon which fee and schedule shall be equitably adjusted. Consultant shall not be liable for any regulation changes that may impact written work product, designs, or remediation solutions, regardless of the source of or reason for such changed conditions.



Change Order #1

PO Box 128
North Hatfield, MA 01066

(413)584-2550

TO: Chris Nolan-Zeller

Assistant Town Administrator, MPA, MCPPO
Town of Montague
1 Avenue A
Turners Falls, MA 01376
(413) 863-3200 x109

Jon Dobosz, CPRP

Director of Parks & Recreation
Town of Montague
56 First St., Turners Falls, MA 01376
(413) 863-3216

DATE 09/29/2026

PROJECT Unity Park Playground

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES For

The newly selected playground requires a larger footprint than the original work area. This change order is for the additional labor, equipment, and materials required to enlarge the playground footprint so the selected playground layout and equipment will fit in rubber and expanded EWF area

Remove and demo 1 spinner and relocate 1 spinner

Expanded Playground Footprint:

Excavate and remove approximately 6 cubic yards+/- of excess soil from the expanded work area.

- Remove and dispose of approximately 40 linear feet+/- of existing timber edging.

- Cut and install approximately 40 linear feet+/- of new timber edging and secure it with rebar

- Furnish and spread approximately 2 cubic yards of stone+/-; fine-grade and mechanically compact the stone base

- Lay separation fabric throughout the expanded footprint.

- Furnish, place, and spread approximately 4 cubic yards of engineered wood fiber (EWF)+/-.

-
Total = \$ 7,824.00

Payment to be made as follows:

AIA Form

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above speci-

cations involving extra costs will be executed only upon written orders, and will

become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Ins.

Payments made in excess of \$500.00 with a credit card will have a 3% surcharge added.

Payments can **not** be broken up into \$500.00 or less increments to avoid fee

AUTHORIZED

SIGNATURE Chris Omasta

Note: This proposal may be

withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices.

specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

SIGNATURE: _____

DATE OF ACCEPTANCE: _____



Bid Overrun Account

Spending Request Form

For requests to the Selectboard for use of available funds in the
Bid/Project Overrun Account (001-5-950-5122-032)

Authorization to spend: \$1,698.00

For: Unity Park Playground Improvements Change
Order #1 (expand pour-in-place surfacing footprint
to accommodate new slide)

Request Date: October 5, 2026

Affirmation of Approval:

Selectboard Chair

Date

Balance Before Transfer: \$31,025.51

Balance Post Transfer: \$29,327.51

Letter of Conditions

September 24, 2026

Town of Montague
1 Avenue A
Turner Falls, MA 01376

SUBJECT: Letter of Conditions
Town of Montague
Project Name: Service Pipe Upgrades
Water and Waste Disposal Systems for Rural Communities
Assistance Listings Number - 10.760

Agency Loan:	\$ 1,900,000.00
Agency Grant:	\$ 1,197,000.00
Applicant:	\$ 400.00

Dear Mr. Ramsey:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application, including US Department of Agriculture General Terms and Conditions for Federal Awards effective December 31, 2025 (USDA GT&C). The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any changes made without Agency concurrence may be cause for discontinuing processing of the application.

This letter does not constitute loan and grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a loan not to exceed \$1,900,000.00 and a grant not to exceed \$1,197,000.00. The loan and grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please execute and return the following forms within 15 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at: [Water and Environmental Programs | Rural Development \(usda.gov\)](https://www.usda.gov/sites/default/files/documents/usda-general-terms-conditions-2025.pdf) and the USDA GT&C <https://www.usda.gov/sites/default/files/documents/usda-general-terms-conditions-2025.pdf>

The conditions are as follows:

SECTION I - PROJECT SCOPE

1. Project Description – The proposed project is to use trenchless technologies, such as cured-in-place pipe and manhole grouting to repair approximately 58 sewer pipe segments (totaling nearly 22,000 feet of pipe) and approximately 140 manhole structures.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER), prepared by Weston & Sampson dated June 2026, as concurred with by the Agency.

2. Project Funding – The Agency is offering the following funding for your project:

Agency Loan -	\$ 1,900,000.00
Agency Grant-	\$ 1,197,000.00

This offer is based upon the following additional funding being obtained.

Applicant Contribution -	\$ 400.00
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TOTAL PROJECT COST - \$ 3,097,400.00

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to deobligate any, and all funding for this project and to re-underwrite. This may result in the offering of a different funding package for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. Project Budget – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Development	\$ 2,565,200.00
Contingency	\$ 256,500.00
Engineering Fees	\$ 230,700.00
Includes:	
Preliminary Engineering Report	\$150,700.00
Environmental Documentation	\$ 80,000.00
Legal Services	\$ 45,000.00
TOTAL	\$ 3,097,400.00

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. **Obligated loan and/or grant funds not needed to complete the proposed project defined in the Project Scope will be deobligated. Any reduction will be applied to Agency grant funds first. Project Costs also include Contingency funds, which are to only be used to cover unexpected costs within the scope of the approved project and not expand the scope of the project if funds remain at completion.** If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An "Amended Letter of Conditions" will be issued for any significant changes to the total project budget.

4. Project Timeline – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Project should be completed and all Agency funds fully disbursed within three years of obligation.**

By accepting the terms outlined herein, you agree to adhere to the milestones specified below. If one or more of the milestones cannot be met, you must submit a written extension request to the Agency 30 days in advance, or no less than 10 calendar days before the referenced date.

Should your final payment date extend beyond three years from the obligation date, a written request must be submitted following the procedures outlined in Section VI of this letter, with a minimum of 90 days' notice before the benchmark date. The request must provide valid justification for the delay and include a revised project completion schedule. If the Agency concurs with the modification, written confirmation will be provided. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

<u>Milestone</u>	<u>Date</u>
Additional Field Investigation	January 2026-June 2026
Sewer Rehabilitation Design	January 2026-September 2026
Bidding Phase	October 2026-Early Winter 2027
Construction Phase	Early Spring 2027-Fall 2027

SECTION II – RATES & TERMS

5. Interest Rates and Loan Terms – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as the day that the loan closes.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal annual amortized installments, beginning one year after closing. For planning purposes, use a 2.8750% interest which provides for an annual payment of \$80,545.85. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

6. Security – The loan will be secured by a General Obligation bond with first lien position in the amount of \$1,900,000.00. The bond will be fully registered both in principal and interest under the name of the “United States of America, Acting through the United States Department of Agriculture.” Bond Counsel will be utilized in preparation of these documents.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or associated laws. There must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-27, “Loan Resolution (Public Bodies) and/or RUS Bulletin 1780-12, “Water and Waste System Grant Agreement”. A draft of all security instruments, including draft bond resolution, must be reviewed and concurred by the Agency prior to advertising for bids. Bond/loan resolutions must be duly adopted and executed prior to loan closing. The recipient may not transfer, sell or encumber the facility without Agency approval.

The Grant Agreement will be executed prior to the first disbursement of grant funds. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project.

7. Reserves – Reserves must be properly budgeted and set aside to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated

emergency repairs, to assist with debt service should the need arise, and for the replacement of assets which have a useful life less than the repayment period of the loan. The following reserves are required to be established as a condition of this loan:

- a. **Short-Lived Asset Reserve** – You must establish a short-lived asset reserve fund for assets expected to require replacement within 15 years. Based on the PER, you must deposit at least \$79,100 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to regularly assess your facility's short-lived asset needs, adjust amounts deposited accordingly, and notify the agency of any changes.

SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

8. Organization – The Bond Counsel transcripts of proceedings must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security and raising revenues.

9. Suspension and Debarment Screening – (See also USDA GT&C, 8.0 DEBARMENT AND SUSPENSION) - You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 1. Is in a position to handle federal funds;
 2. Is in a position to influence or control the use of those funds; or,
 3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

If the Agency staff is unable to confirm if any of the matches belong to the principal, the staff will request the Social Security Number (SSN), or at a minimum the last four digits of the SSN, to determine if the principal is suspended or debarred.

10. Uniform Guidance Procurement Standards Requirements (See also USDA GT&C, 4.6 Procurements) - In accordance with 2 CFR Part 200, you must adopt and follow a procurement policy that follows the Uniform Guidance and implement internal control processes and procedures to ensure compliance with the adopted policy. (2 CFR §200.317 thru 2 CFR § 200.327)

11. Environmental Requirements – (See also USDA GT&C, 1.11 National Environmental Policy Act) - The project, as proposed, has been evaluated to be consistent with the National

Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

12. Engineering Services – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

13. Contract Documents, Final Plans, and Specifications- (See also USDA GT&C, 4.6 Procurement) - All development will be completed by contract in accordance with applicable provisions of 7 CFR 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections,, and in compliance with all statutory requirements including 2 CFR 200.317 thru 2 CFR 200.327. You are responsible to share this with your engineer before pre-design.

- a. The plans and specifications and all proposals required by law must be approved by MassDEP.
- b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.
- c. The Agency will need to concur with the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.
- d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.
- e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

14. Build America, Buy America (BABA) Requirements- (See also USDA GT&C, 3.0 BUY AMERICA PREFERENCE) Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a. all iron and steel permanently installed in the project are produced in the United States-- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. all manufactured products permanently installed in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all

components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. all construction materials permanently installed are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The BABA requirement applies to the entirety of an infrastructure project even if only a portion of the project is funded by Federal funds.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient of information on the process for requesting a waiver from these requirements.

Note that RD will generally only pursue project-specific, product-specific non-availability waivers for products with an extended cost exceeding the lesser of \$50,000 or 20 percent of the project's de minimis cap. If the recipient is having trouble finding a domestic source for a lower-cost item, RD will assist with market research if requested but will not pursue a project-specific waiver, encouraging the recipient to utilize the De Minimis waiver instead. Note that "extended cost" is the cost to the contractor to purchase (but not install) the items, multiplied by the number of units needed for the project.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- a. applying the domestic content procurement preference would be inconsistent with the public interest;
- b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

The link for information concerning BABA for USDA funded projects is:

<https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/build-america-buy-america-baba-act>

Owners are ultimately responsible for compliance with the evidence standards as outlined in the Build America Buy America (BABA) Appendix A to this Letter. Owners are required to maintain records as specified in their loan or grant agreement, but in all cases, they should maintain records for a minimum of three years after the final expenditure report. Minimum records include certifications from manufacturers, the architect/engineer, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR). Further guidance regarding certifications will be provided by the Agency.

15. Legal Services –A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format

may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

16. Property Rights - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, “Right-of-Way Easement”** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

17. System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. **Conflict of Interest Policy** – (See also USDA GT&C, 1.7 Conflict of Interest) - Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or

subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

18. Closing Instructions – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Both your bond and legal counsel must comply with these instructions when closing the Agency loan/grant.

19. System Users – This letter of conditions is based upon your indication at application that there will be at least 2,056 residential users, 126 non-residential users on the existing system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

20. Construction Account – (See also USDA GT&C, 4.0 FINANCIAL MANAGEMENT) - A separate construction account is not required for project funds. However, the recipient must be

able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. **If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.**

21. Interim Financing – The Agency’s policy is to utilize interim financing for all loans exceeding \$500,000. Prepayment penalties on interim financing are not allowed. Borrowers are required to seek interim financing initially from private or cooperative lenders if funds can be borrowed at reasonable interest rates on an interim basis from those sources for the construction period. The fact that a commercial lender’s rates are higher than current Agency interest rates does not necessarily mean that the commercial rate is not reasonable. In most cases, the borrower is issuing payment to the interim lender, and therefore, the borrower is responsible for the debarment and suspension screening of the interim lender.

22. Proposed Operating Budget – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O & M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, “Operating Budget,” or similar format may be utilized for this purpose. It is expected that O & M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

23. Permits –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

24. Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) –The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that a RRA is completed within one year of the start of operation (substantial completion) and ERP certification is due six months from the date of the RRA certification. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Science and

Technology and the Cybersecurity and Infrastructure Security Administration. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

25. Bid Authorization - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

26. Disbursement of Agency Funds - (See also USDA GT&C, 4.1 Payments, Advance, Reimbursements) - Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, 3) interim financing or Agency loan funds, and 4) Agency grant funds. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior the first disbursement. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. Agency Grant funds must not be disbursed prior to loan funds except as authorized in 7 CFR 1780.45(d).

(See also USDA GT&C, 4.4 Interest Earned) - Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200.305 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Instructions from the Agency can be requested on how to remit interest earned in excess of \$500 per year. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than \$250,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts, or
- An interest-bearing account is not readily accessible (for example, due to public or political unrest in a foreign country).

27. Bid Tabulation – (See also USDA GT&C, 1.15 Prior Approval) -Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a. **Cost Overruns** – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- b. **Excess Funds** - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

28. Suspension and Debarment Screening – (See also USDA GT&C, 2.0 SYSTEM OF AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS) - In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., engineer, attorneys, vendors, contractors, interim lender, etc.).

29. Contract Review – (See also USDA GT&C, 1.15 Prior Approval) -Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with 7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

30. Final Rights of Way – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

31. Insurance and Bonding Requirements - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

- a. **General Liability Insurance** – Include vehicular coverage.
- b. **Workers' Compensation** – In accordance with appropriate State laws.
- c. **Guaranty or Fidelity Insurance**—Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through “blanket” coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans. The coverage may be increased during construction based on the anticipated monthly advances.
- d. **National Flood Insurance** - If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the national flood insurance program. Additionally, if the project involves acquisition or construction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of loan closing.
- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

The Agency is to be listed as “Other Insured” or “Certificate Holder” so as to receive notifications on all insurance, regardless of security. Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

32. Initial Civil Rights Compliance Review – The Agency will conduct an initial civil rights compliance review of the borrower prior to loan closing or start of construction, whichever occurs first. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

33. **Self-Evaluation and Transition Plan** - The self-evaluation and transition plan are to be completed prior to loan closing or the start of construction, whichever occurs first. Provide a copy of the self-evaluation plan and if necessary, transition plan.

A self-evaluation is a review of the services, programs, activities or facilities to be financed by our Agency to identify any physical barriers or policies, practices or procedural barriers that may limit or exclude participation by people with disabilities. A review of the facility to be financed by our agency and of your organization's policies and practices that relate to the facility's activities and services should be conducted with the assistance of persons knowledgeable of the applicable laws.

Any barriers identified in your self-evaluation should then be addressed in the transition plan. Structural changes or providing services or activities in an alternative manner or location may accomplish the elimination of barriers.

SECTION V – REQUIREMENTS PRIOR TO CLOSING

34. **Interim Financing**. (See also USDA GT&C, 4.1 Payments) - Interim financing is being used. Generally, loan closing will occur when interim funds have been fully disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-CLSS), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing.

35. **Electronic Payments** – Payments will be made through an electronic preauthorized debit system. You will be required to complete Form 3550-CLSS, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing.

36. **Other Requirements** – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a. **System for Award Management**. (See also USDA GT&C, 2.0 SYSTEM OF AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS) - You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: <http://sam.gov>. This registration must be renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at <http://sam.gov>).

- b. **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c. **Certified Operator.** Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

37. Construction Completion Timeframe – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed and Agency funds fully disbursed within three years of the date of obligation. If funds are not disbursed within three years of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the three-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any loan and/or grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

38. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing, and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

39. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

40. Inspections - (See also USDA GT&C, 5.5 Site Visits) – At a minimum, the Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

41. Change Orders – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

42. Payments – (See also USDA GT&C, 4.1 Payments, 1.15 Prior Approval) - Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

43. Use of Remaining Funds – (See also USDA GT&C, 9.3 Unused and Returned Funds) - As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

- a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b. Any reductions in Agency funding will be first applied to the grant funds.
- c. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 180 days of final completion of project. Prior to actual cancellation, you, your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
- d. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.
- e. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

44. Technical, Managerial and Financial Capacity - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

45. Reporting Requirements Related to Expenditure of Funds - (See also USDA GT&C, 4.2 Audit Requirements) - An annual audit under 2 CFR 200 Subpart F is required if you expend more than the current Single Audit threshold, currently \$1,000,000, in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to

determine Federal financial assistance expended. You are responsible for submitting the required data collection form and related information required when a Single Audit is performed and should work with the auditor to submit to the Federal Audit Clearinghouse (FAC) www.fac.gov. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Annual organization-wide financial statements must be prepared on the accrual basis of accounting, in accordance with generally accepted accounting principles (GAAP). Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 30 calendar days after receipt of the auditor's report or 9 months after the end of your fiscal year end, whichever is earlier. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

46. Prepayment and Extra Payments - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the language regarding extra payments consistent with the following, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall be applied as follows as appropriate:

- *For loans with amortized debt instruments, extra payments will be applied first to interest accrued to the date of receipt of the payment and second to principal.*
- *For loans with debt instruments with P&I installments, the extra payment will be applied to the final unpaid principal installment.*
- *For borrowers with more than one loan, the extra payment will be applied to the account secured by the lowest priority of lien on the property from which the extra payments were obtained. Any balance will be applied to other Agency loans secured by the property from which the extra payment was obtained.*
- *For assessment bonds, when security includes special assessment to be collected over the life of the loan, the instrument should address the method of applying any*

payments made before they are due. It may be desirable for such payments to be distributed over remaining payments due, rather than to be applied in accordance with normal procedures governing extra payments, so that the account does not become delinquent.

47. Annual Financial Reporting/Audit Requirements – (See also USDA GT&C, 6.0 FINANCIAL MONITORING) - You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information, a current rate schedule, and listing of board members with their terms. Financial statements must be prepared on an accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP). The annual report will include separate reporting for each water and waste disposal facility, and itemized cash accounts by type (debt service, short-lived assets, etc.) under each facility. The accounting system will be reviewed by the Agency to determine that an acceptable system is in place. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available, at no cost, with preparing financial reports.

The type of financial information that must be submitted is specified below:

- a. **Audits** – An audit under the Single Audit Act is required if you expend \$1,000,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

See Section VI for additional information regarding audits.

- b. **Financial Statements** – If you expend less than \$1,000,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
- c. **Quarterly Reports** – Quarterly Income and Expense Statements will be required until the processing office waives this requirement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” or similar format to provide this information. The reports are to be signed by the appropriate borrower official and submitted within 30 days of each quarter’s end. The Agency will notify you in writing when quarterly reports are no longer required.

48. Annual Budget and Projected Cash Flow - (See also USDA GT&C, 6.3 Periodic Financial Reports) - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. The budget must be signed by the appropriate borrower official. Form RD 442-2, “Statement of Budget, Income and Equity,” or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget.

49. Graduation - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you can obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for loans that are five years old or older.

50. Non-Agency Debt – The loan resolution requires any additional debt or liabilities from another lender related to the facility to be approved by the Agency prior to incurring the new debt or liability. The Agency staff will reassess the Agency's financial standing and security position. The additional debt or liability must be in the Government's best interest to be approved. You must submit to the Agency the required documentation for review in a sufficient amount of time, typically 30 to 90 days depending on the complexity of the transaction, for Agency consideration.

51. Security/Operational Inspections – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

52. System for Award Management. (See also USDA GT&C, 2.0 System of Award Management and Universal Identifier Requirements) - You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Further information can be found at paragraph 36 of this letter.

53. Risk and Resiliency Assessment/Emergency Response Plan (RRA/ERP) – The RRA/ERP is further outlined under Section III of this letter. You will be required to submit a certification to the servicing office every three years that the RRA/ERP is current and covers all sites related to the facility. The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters, cybersecurity, supply chain and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. Technical assistance is available in preparing these documents at no cost to you.

54. Insurance. – Insurance requirements are further outlined in Section IV of this letter. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

55. Statutory and National Policy Requirements – (See also USDA GT&C, 12.2 Civil Rights Obligations/Nondiscrimination) - As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

56. Compliance Reviews and Data Collection – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

As a recipient of Rural Development funding, you are required to post and use the Non-Discrimination Statement as directed by the Agency in your office and on all materials produced for public information, public education, and public distribution both print and non-print.

Currently at a minimum use the following Non-Discrimination Statement:

“This institution is an equal opportunity provider and employer.”

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; the Americans with Disabilities Amendments Act of 2008, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, as amended; Title VIII of the Civil Rights Act of 1968, as amended. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact Joseph Delbove at 413-253-4325 or by e-mail at joseph.delbove@usda.gov

Sincerely,
**JOSEPH
DELBOVE**
Joseph Delbove
Director of Community Programs

Digitally signed by
JOSEPH DELBOVE
Date: 2026.09.24 12:23:08
-04'00'

Attachments

cc:
Engineer

Appendix A - Build America, Buy America Evidence Standards

FORMS, BULLETINS and LINKS:

Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 17

Form RD 442-2, "Statement of Budget, Income and Equity" – Items 47 and 48

Form RD 442-3, "Balance Sheet" – Item 47

Form RD 442-7, "Operating Budget" – Item 22

Form RD 442-20, "Right-of-Way Easement" – Item 16

Form RD 442-21, "Right-of-Way Certificate" – Item 16

Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 16

Form RD 1940-1, "Request for Obligation of Funds" – Pages 1 and 2

Form RD 1942-8, "Resolution of Members or Stockholders" – Item 6

Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 2

Form RD 3550-28, "Authorization Agreement for Preauthorized Payments" – Item 35

SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Item 26

RUS Bulletin 1780-7, "Legal Services Agreement" – Item 15

RUS Bulletin 1780-9, "Water Users Agreement" - Items 17 and 19

RUS Bulletin 1780-12, "Water and Waste System Grant Agreement" – Item 6
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste
Projects with RUS Financial Assistance" – Items 12 and 13
RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)" – Item 6
RUS Bulletin 1780-28, "Loan Resolution Security Agreement" – Item 6

USDA GT&C

<https://www.usda.gov/sites/default/files/documents/usda-general-terms-conditions-2025.pdf>

Appendix A

Build America, Buy America Evidence Standards

Manufacturers

For each item to which BABA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer's certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that the item complies with BABA. This document must be signed by an authorized company representative.

Architects and Engineers

Compliance with BABA will be spelled out in agreements for services, construction contracts, and procurement contracts. Generally, the A/E contract should include, as a basic service, obtaining and maintaining all BABA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the Owner upon completion of the project. The architect or engineer will need to certify to this action at the project's end.

Resident Project Representative / Resident Inspector

As part of their duties, Resident Project Representative/Resident Inspector should be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABA. They should photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors

Construction contract(s) must include a requirement to procure and install only items that comply with BABA or are subject to an approved waiver. Contractors must provide manufacturers' certifications for all BABA compliant items to the responsible party before a request for reimbursement to the Agency is made. At completion, the contractor will be required to certify that all items used on the contract complied with BABA and that all manufacturers' certifications were provided.

LETTER OF INTENT TO MEET CONDITIONS

Date 09-24-2026

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

451 West Street, Suite 2
Amherst, MA 01002

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 09-24-2026. It is our intent to meet all of them not later than 12-01-2027.

Town of Montague

(Name of Association)

BY

Walter Ramsey, Town Administrator

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Request for Obligation of Funds

1. Borrower Name	Town of Montague	5. Case/Borrower Number	ST 25 CO 006 BORROWER ID 340459664
2. Borrower Address	1 Avenue A	6. Type of Applicant	Public Body
3. City, State, Zip Code	Turners Falls, MA 01376-	7. Collateral Code	Secured By Bonds
4. County Name	Franklin	8. Community Size / Service Area	
9. Amount of Loan	\$1,900,000.00	13. Interest Rate	2.875 %
10. Amount of Grant	\$1,197,000.00	14. Repayment Terms (years)	38
11. Type of Assistance Code	068	15. Type of Payment	Annually
12. Fiscal Year	2026	16. Kept blank for future use	

17. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL:

18. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time (as applicable in accordance with program regulations). I agree to use the sum specified herein, subject to and in accordance with regulations and applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan/grant closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan/grant approval requirements and comments associated with this loan/grant request and agree to comply with these provisions.

WARNING:

Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes use of any false writing or document known the same to contain any false fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both.

(For loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO" the interest rate charged on my loan will be the rate specified on this form. ☒ YES ☐ NO ☐ N/A-Grant Only

(Date)
Town of Montague
(Organization Name)

(Signature of Authorized Representative)
Walter Ramsey, Town Administrator
(Typed or Printed Name and Title of Authorized Representative)

For Internal Use Only

19. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Date)
Joseph DelBove
(Typed or Printed Name of Approving Official)

(Signature of Approving Official)
Director of Community Programs
(Title)

Obligation Date for Obligation ID

20. TO THE APPLICANT: As of this date Sep 24, 2026, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions, contact the appropriate USDA Servicing Office.

WATER AND WASTE ELIGIBILITY CERTIFICATION

Certification for commercial credit and outstanding judgments

The undersigned certifies, to the best of their knowledge and belief, that:

1. The organization is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms.
2. No outstanding judgment has been obtained and recorded by the United States of America in a Federal Court (other than in the United States Tax Court).
3. Other Comments

Town of Montague

Name of Organization

Walter Ramsey, Town Administrator

Name of Authorized Official

Signature of Authorized Official

Date

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated 9/24/2026, between

Town of Montague

a public corporation organized and operating under

Massachusetts General Laws

(Authorizing Statute)

herein called "Grantee," Unique Entity Identifier Number JCWRSRYTPL19, and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a Sewer system to serve the area under its jurisdiction at an estimated cost of \$ 3,097,400.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 1,900,400.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 400.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum, Unique Federal Award Identification Number (FAIN) N/A not to exceed \$ 1,197,000 or 38.6 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 2 CFR § 200, and the USDA General Terms and Conditions, effective as of December 31, 2025 <https://www.usda.gov/sites/default/files/documents/usda-general-terms-conditions-2025.pdf> which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to 306(a) of The Consolidated Farm and Rural Development Act, Assistance Listings Number and Title

10.760 Water and Waste Disposal Systems for Rural Communities

for the purpose only of defraying a part not to exceed 38.6 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

- A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.
- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.
- D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____ as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.
- E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.
- F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.
- G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.
- H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.
- I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percent per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.
- J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes. The Applicant will ensure grant activities are implemented in a timely, efficient, and economical manner. Grant funds not expended within _____ Five (5) Regular, Tribal, Colonia _____ years of obligation will be cancelled.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 1,197,000 which it will advance to Grantee to meet not to exceed 38.6 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in accordance with 2 CFR §200.340 in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused this agreement to be executed by its duly authorized

Town Administrator

attested and its corporate seal affixed by its duly authorized

Attest:

By _____
Walter Ramsey
(Title) Town Administrator

By _____
Christopher Nolan-Zeller
(Title) Assistant Town Administrator

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____
Joseph L. DelBove
(Title) Director of Community Programs

- K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed in accordance with 2 CFR § 200.311.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

Montague Clean Water Facility and collection system

- L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year, and an acquisition cost meeting the applicable Federal capitalization threshold, as defined in 2 CFR § 200.313.

This Grant Agreement covers the following equipment described (use continuation sheets as necessary).

NA

- M. Provide Financial Management Systems in accordance with 2 CFR § 200.302
- N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 2 CFR §200.334 .
- O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.
- P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement in accordance with 2 CFR § 200.501.
- Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government in accordance with 2 CFR § 200.305. States and agencies or instrumentalities of states shall not be held accountable for interest earned on grant funds pending their disbursement.
- R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.
- S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.
- T. To include in all contracts and subgrants in excess of \$150,000 a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CROWLEY & ASSOCIATES

REAL ESTATE APPRAISERS & CONSULTANTS

August 3, 2026

Chris Nolan-Zeller
Assistant Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

RE: Temporary Easements and Permanent Easements Associated
with the North Leverett Road over the Sawmill River Improvement Project
Bridge No. M-28-034
Montague, MA
MassDOT Project #612164

Dear Mr. Nolan-Zeller:

This letter is in response to your request for a proposal for appraisal services.

1. Identification of the Properties to be Appraised
6 Properties identified on the attached plans with 15 easements including
8 Permanent Easements and 7 Temporary Easements
Montague, Massachusetts
2. The Intended User(s) of the Appraisals/Reviews/Just Compensation Reports will be:

Chris Nolan-Zeller
Assistant Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

And

MassDOT

3. Purpose and the Intended Use of the Appraisals:
The purpose of the appraisals is for determining the amount of diminution which will result from an Eminent Domain taking of the Permanent Easements and Temporary Easements associated with the North Leverett Road over the Sawmill River Improvement Project, Bridge No. M-28-034 in Montague, MA. The intended use of the appraisal reports is to assist the Town of Montague in determining just compensation for the diminution in value caused to the properties as a result of the takings of the Permanent Easements and Temporary Easements.

4. Type of Appraisal Reports/Fee & Delivery:

The appraisals will be transmitted in the format of Restricted Appraisal Report, and in accordance with the MA DOT requirements and along with the guidelines set forth by the LPA Appraisal Function Job Aid requirements, the reporting requirements set forth in definition 49 CFR 24, CFR 710, as well the reporting requirements set forth under Standard Rule 2-2(c) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report.

The fee for our services is as follows:

Appraisal Reports, Appraisal Review Reports, and Just Compensation Reports
Bundle: **\$9,900**

The fee will be payable upon completion of the appraisals, appraisal reviews, and just compensation reports. Delivery is promised within 6 weeks of our being engaged. Our ability to meet this deadline is subject to our firm being engaged by August 17, 2026 unless otherwise agreed upon by both parties. It is our understanding that the Right of Way Plans are at 100% Design Phase, and the Scope of our services includes adjusting our appraisals for any minor edits to the Design Plans during the appraisal process. Our ability to deliver the reports within this deadline is contingent upon final plans being available to us. Verbal value estimates and/or a Summary of Damages report can be available to you prior to the delivery of the Appraisals if requested.

Any additional Appraisals added to the assignment after engagement will increase our fee by \$1,350 per Appraisal and \$300 per Appraisal Review and Just Compensation report. We reserve the right to negotiate a fee, not to exceed \$1,350 per Appraisal and \$300 per Review and Just Compensation Report for substantial revisions to Appraisals which become necessary because of substantial changes in the ROW Plans after we have already completed appraisals.

5. Consultation/Litigation Support Services Fees:

Fees for services rendered in conjunction with any legal process including but not necessarily limited to pre trial conferences, depositions, trial preparation, appraisal review and expert witness testimony will be billed separately at a rate of \$375 per hour for Michael Crowley and \$250 for work performed by any associates. A comprehensive fee schedule will be negotiated at a later date if consultation/litigation services are needed on this matter.

The Appraisal Reports will conform to the current Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of The Appraisal Foundation, and will not be based on any predetermined minimum or maximum valuation.

Mr. Chris Nolan-Zeller

August 3, 2026

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Should you elect to engage Crowley & Associates, this letter can serve as your acceptance by signing and returning a copy of this letter to Crowley & Associates, 70 Post Office Park, Suite 7011, Wilbraham, MA 01095.

Respectfully submitted,

A handwritten signature in brown ink that reads "Caroline F. Murphy". The script is cursive and fluid.

Caroline F. Murphy

MA General Certification #70711

ACCEPTANCE:

By: _____
Chris Nolan-Zeller, Assistant Town Administrator Date _____
Town of Montague

Unexpected Engineering Account Spending Request Form

For request to the Selectboard for the use of available funds in the
Unexpected Engineering Account (001-5-950-5175-010)

Authorization to spend: up to \$9,900

For: Appraisal services for Temporary Easements and Permanent Easements
Associated with the North Leverett Road over the Sawmill River Improvement Project

Request Date: 10/5/2026

Affirmation of Approval:

Selectboard Chair

Date

Balance Before Transfer: \$ 14,100 .00

Balance Post Transfer: \$ 4,200 .00



CBIZ CPAs P.C.

101 Munson Street
Suite 120
Greenfield, MA 01301

P: 413.773.5405

September 29, 2026

Selectboard
Town of Montague, Massachusetts
One Avenue A
Turners Falls, MA 01376

Re: Required Communications between CBIZ CPAs P.C. and Those Charged with Governance

Dear Selectboard:

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Montague, Massachusetts (the "Town") as of and for the year ended June 30, 2026 (except for the Montague Contributory Retirement System, which is as of and for the year ended December 31, 2025). In accordance with auditing standards generally accepted in the United States of America ("GAAS"), *Government Auditing Standards* and U.S. Office of Management and Budget ("OMB") Uniform Guidance, CBIZ CPAs P.C. (the "Firm"), as auditors of the Town, is required to determine that certain matters related to the conduct of our audit are communicated to the body or individuals (including management) charged with governance (hereafter referred to as "Those Charged with Governance").

GAAS requires the auditor to ensure that Those Charged with Governance receive additional information regarding the scope and results of the audit that may assist them in overseeing the financial reporting and disclosure process, for which management is responsible.

The Auditor's Responsibility under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards* and the Uniform Guidance

As stated in our engagement letter dated July 28, 2026, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Town solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the Town's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also, in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the Town's compliance with the types of compliance requirements described in the OMB Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the Town's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the Town's compliance with those requirements.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

GAAP provides for certain required supplementary information ("RSI") to supplement the basic financial statements. Our responsibility with respect to the RSI, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the Schedule of Expenditures of Federal Awards, which accompany the financial statements but is not RSI. Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the Town and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We, as auditors of the Town, are required to determine that certain matters related to the conduct of our audit should be communicated to those who have responsibility for oversight of the strategic direction of the Town and the obligations related to the accountability of the Town, including the oversight of the financial reporting process (hereafter referred to as "Those Charged with Governance"). We are required to ensure that Those Charged with Governance receive information regarding the significant risks identified during the planning of our engagement.

We have identified management override of controls as significant risk of material misstatement as part of our audit planning.

We began our audit in September 2026 and expect to issue our report in approximately January 2027. Tanya Campbell, CPA is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Town of Montague, Massachusetts
September 29, 2026
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This information is intended solely for the use of Those Charged with Governance and management of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

CBIZ CPAs P.C.

Greenfield, Massachusetts
September 29, 2026