

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, October 19, 2026

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/82060206194>

Meeting ID: 820 6020 6194 Password: 168911 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Minutes: Selectboard Meetings: October 5, 2026, if available
3. 6:00 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:02 **Sewer Commission with Chelsey Little**
 - Wastewater cyber-security update
 - Anticipated financial impact from planned Greenleaf/Lightlife plant closure
 - Samuel Stevens, CWF Foreman, selected for MA Water Environment Association's Operator Exchange Program (Nov 2-5, 2026)
 - CWF Mechanic position update
 - Septage receiving station update
 - Permit summary for August and September 2026
5. 6:20 **Brian McHugh, Community Development Program Manager at Franklin County Regional Housing and Redevelopment Authority (FCRHRA)**
 - Review, approve, and authorize Walter Ramsey, Town Administrator, to sign Change Order #4 for the FY25 MONT Avenue A Streetscape 5.2 Project. Change order value is \$10,179.36, to be funded with project contingency from Community Development Block Grant (CDBG).
6. 6:25 **Planning Department Business with Maureen Pollock**
 - New consolidated local permitting process for small clean energy projects under 225 CMR 29.00
 - Information about Eversource's Proposed WT-11 Transmission Right-of-Way Reliability Program (TRRP) Project
7. 6:35 **Licenses**
 - Approve request from Kirsten Rocca and Daniel Levine at Mystic Cat Pinball, LLC for an Entertainment License, Common Victualler's License and Auto Amusement Device License.

Montague Selectboard Meeting

October 19, 2026

Page 2

8. 6:45

Personnel Board

Airport

- Authorize Memorandum of Agreement with Turners Falls Airport Commission concerning temporary administrative support to be provided to the Turners Falls Municipal Airport by the Town's Public Works Office Manager.

Cultural Council

- Appoint Atticus Belmonte to Montague Cultural Council effective 10/19/2026 for a 3-year term. Term expires on 6/30/2029

9. 6:55

Assistant Town Administrator's Business

- Authorize grant agreement with Massachusetts Executive Office for Administration and Finance (A&F) for Municipal & Tribal Technical Assistance (MTTA) program. Grant value is \$110,000 to be used for engineering of Avenue A traffic signal replacements.
- Authorize Contract with Berkshire Design Group for 102-112 Avenue A ramp design. Contract value is \$39,500.00, to be funded with remaining ARPA Streetscape contingency funds and MA Downtown Initiative Capital grant.
- Authorize Assistant Town Administrator to coordinate working group for prequalification of contractors on Strathmore Mill project.
- Other project updates

10. 7:15

Town Administrator's Business

- First Street Lot transfer timeline and notice to remove private property
- 10/28/26 Special Town Meeting preparations
- Topics not anticipated within 48 hour posting requirement

11. 7:30

Executive Session

Executive Session under M.G.L. c. 30A, §21(a)(1), to discuss the physical condition and/or mental health of a police officer as it relates to a request for injury leave under M.G.L. c. 41, §111F, Continued from 7/13/2026

Executive session in accordance with G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective bargaining with the New England Police Benevolent Union Local 183 (Patrol and Detectives), as the Chair declares that an open meeting may have a detrimental effect on the Town's bargaining position, and not to reconvene in open session.

Next Meetings:

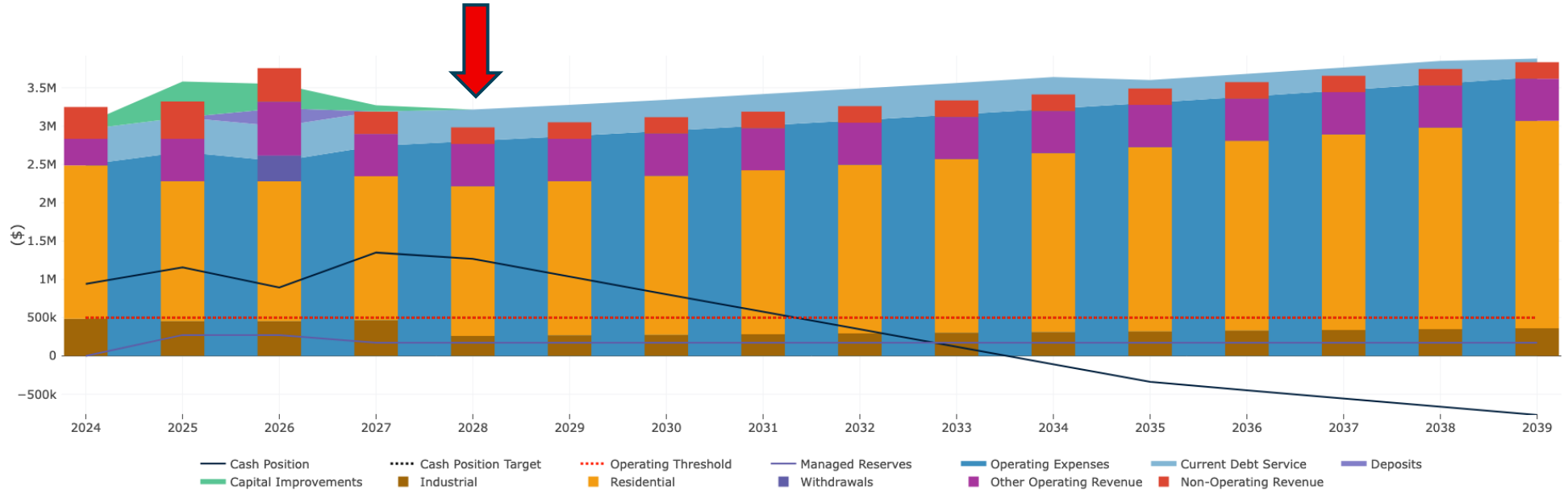
Pre-Town Meeting Info Session: Wednesday, October 21st, 6pm via Zoom

Selectboard Meeting: Monday, October 26, 2026, at 6:30pm via ZOOM

Special Town Meeting: Wednesday, October 28th, 2026, at 6:30pm to be held at
Turners Falls High School Theater

FY2028 Sewer Enterprise Fund Impact RE Greenleaf/Lightlife Closure

Loss of approximately \$224,000 Annual Revenue





4E

Permit Summary Aug 2026

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.534
BOD mg/L	30 mg/L (Average Monthly Max)	26.5
BOD % Removal	>/= 85.0% (Average Monthly)	91.8%
TSS mg/L	30 mg/L (Average Monthly Max)	12.2
TSS % Removal	>/= 85.0% (Average Monthly)	97.6%
pH Min	6.0 SU (Daily)	7.06
pH Max	8.3 SU (Daily)	7.71
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	65.0
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	12.3
Total Chlorine	1.0 mg/L (Daily Max)	0.77
Total Nitrogen	153 lbs/day (Average Monthly Max)	51.6

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligrams per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

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

Permit Summary September 2026

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.598
BOD mg/L	30 mg/L (Average Monthly Max)	6.5
BOD % Removal	>/= 85.0% (Average Monthly)	97.4%
TSS mg/L	30 mg/L (Average Monthly Max)	7.1
TSS % Removal	>/= 85.0% (Average Monthly)	97.9%
pH Min	6.0 SU (Daily)	6.9
pH Max	8.3 SU (Daily)	8.3
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	123.4
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	15.2
Total Chlorine	1.0 mg/L (Daily Max)	0.84
Total Nitrogen	153 lbs/day (Average Monthly Max)	37.0

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligrams per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

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

CHANGE ORDER
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

☐
☐
☐
☐
☐

PROJECT: 573 - Avenue A, Ph 5, Montague Avenue A Streetscape Improvements, Phase 1 Avenue A Turner Falls, MA 01376	CHANGE ORDER #: 4	CHANGE ORDER DATE: 09/08/2026
TO: H.M. Nunes & Sons Construction, Inc. 82 Carmelinas Circle Ludlow, MA 01056	PROJECT #s:	DATE OF CONTRACT: 04/27/2026
	FOR: Avenue A Streetscape Improvements, Phase 5.1	

The Contract is changed as follows:

This ADD Change Order covers associated costs with the following items:

1. Additional Water Fees - All water related work would have been completed when we were onsite performing all other work had a change in scope not been issued. Additionally, the PRV requested as part of that change in scope turned out to have a substantial lead time that caused Nunes to de-mobilize from site and re-mobilize again to finish solely this work. In other words, this work was not able to be performed in a systematic and efficient manner yielding additional costs to the water set up, the concrete pouring, and general labor that could have been associated with this work at a prior time. Therefore, it is Nunes' stance that a partial change order for these added costs is compensable and warranted.
2. Monument - Additional work was required to handle an unmarked monument onsite in front of Harvey's restaurant.
3. Electrical - Additional circuit was present onsite to handle plugs for the light poles that was not delineated in the plan set. This required additional labor and materials, not only to diagnose and understand the system in its entirety, but also to now replace and pull additional wiring as part of present circuits to make it all functional as expected by Town.

The original Contract Sum was	\$399,000.00
The net change by previously authorized Change Orders is	\$12,449.73
The Contract Sum prior to this Change Order was	\$411,449.73
The Contract Sum will be increased by this Change Order in the amount of	\$10,179.36
The new Contract Sum including this Change Order will be	\$421,629.09
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

Berkshire Design Group, Inc.	H.M. Nunes & Sons Construction, Inc.	Town of Montague
ARCHITECT	CONTRACTOR	OWNER
4 Allen Place	82 Carmelinas Circle	1 Avenue A
ADDRESS	ADDRESS	ADDRESS
Northampton, MA 01060	Ludlow, MA 01056	Turner Falls, MA 01376
BY (Signature)	BY (Signature)	BY (Signature)
(Typed Name)	Luis Cibrao	Walter Ramsey
	(Typed Name)	(Typed Name)
DATE	DATE 09/11/2026	DATE

Change Order Items

Number: 4

Initiation Date: 09/08/2026

Title: PCO 4 - Additional Water, Monument & Electrical

Project: Avenue A Streetscape Improvements, Phase 5.1

Project #:

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1		Additional Water Fees		1.000	L.S.	6,259.36	6,259.36
2		Monument		1.000	L.S.	500.00	500.00
3		Electrical		1.000	L.S.	3,420.00	3,420.00
						Total:	\$10,179.36

CHECKED BY:		DATE:		CHANGE ORDER FORM ENGINEER'S SUBSTANTIATION ESTIMATE				DATE OF WORK: TBD			REPORT NO.		
CONTRACTOR PERFORMING WORK: H.M. Nunes & Sons Construction, Inc.								FEDERAL AID NO:			PROJECT NO. Avenue A Streetscape Improvements - Phase 5.1		
DESCRIPTION OF WORK: Time & Materials for Additional Water Fees as described herein.								Select only one payment type: ☐ Scope Estimate ☐ Proaress (proaress pament = 90% of Total) ☒ Final SELECT ONLY ONE PAYMENT TYPE			CONSTRUCTION ORDER		
											ITEM NO. PCO 4		

LABOR					MATERIAL				EQUIPMENT					
Class	No.	Total Hours	Rate	Amount	Description	Quantity	Unit Price	Amount	Size and Class	Idle (I) or Active (A)	No.	Total Hours	Rate	Amount
Chief Laborer	1	16.00	91.08	1457.28	Concrete - PER CY	1.00	187.25	187.25	Hyundai R55 Mini Exc.	A	1		\$ 42.37	0.00
Laborer	1	16.00	43.00	688.00	(1 YD MINIMUM)			0.00	Hyundai R55 Mini Exc.	I	1		\$ 31.22	0.00
Laborer	1	16.00	37.00	592.00	Conc. - Fuel Surcharge	1.00	28.00	28.00	Freightliner FL70 Dump	A	1		\$ 50.41	0.00
				0.00	Short Load Fee	1.00	175.00	175.00	Freightliner FL70 Dump	I	1		\$ 39.81	0.00
				0.00				0.00	Hyundai HL955 Loader	A	1		\$ 64.41	0.00
				0.00	Brass Pipe Connectors	1.00	288.23	288.23	Hyundai HL955 Loader	I	1		\$ 48.38	0.00
				0.00	Ferguson Fittings	1.00	80.22	80.22	Chevy Silverado 3500HD	A	1		\$ 44.52	0.00
				0.00				0.00	Chevy Silverado 3500HD	I	1		\$ 32.35	0.00
				0.00	CREDITS			0.00	Volvo 180D Excavator	A	1		\$ 245.09	0.00
				0.00	Concrete - PER CY	-0.75	187.25	-140.44	Volvo 180D Excavator	I	1		\$ 189.84	0.00
				0.00				0.00	2023 Kubota SSV75	A	1		\$ 86.55	0.00
				0.00				0.00	2023 Kubota SSV75	I	1		\$ 63.94	0.00
1	Total Labor			2737.28				0.00	Volvo R55 Mini Exc.	A	1		\$ 42.37	0.00
2	Health	1	16.00	0.00				0.00	Volvo R55 Mini Exc.	I	1		\$ 31.22	0.00
	Welfare	2	16.00	29.15	466.40			0.00	Hyundai HW170A Excavator	A	1		\$ 245.09	0.00
	and	3	16.00	29.15	466.40			0.00	Hyundai HW170A Excavator	I	1		\$ 189.84	0.00
	Pension			0.00				0.00	Triaxle	A	1		\$ 130.00	0.00
				0.00	Total			618.26						0.00
				0.00	Less Discounts			0.00						0.00
3	Ins. and Taxes on Item 1		42.18%	1154.58	Total			618.26	Additional % = 15 %					0.00
4	15% of (Items 1 + 2 + 3)			723.70	Additional % = 15 %			92.74	Total					0.00
5	Total (Items 1 thru 4)			5548.36	Total			711.00						0.00

Inspector:		Contractor's Representative:				Town of Montague			Grand Total \$6,259.36	
Date		Date				Date			Unit Conversion (if needed)	

ORIGINAL TO PROJECT RECORDS. COPIES TO CONTRACTOR AND DISTRICT FILE.



158 New Lombard Road
Chicopee, MA 01020
Ph: (413) 594-4700
<https://chicopeeconcrete.com>

The Concrete choice for quality and service since 1953

Quotation and Sales Agreement

CUSTOMER: H.M. NUNES & SONS CONSTRUCTION
82 Carmelina's Circle
Ludlow, MA 01056

QUOTE ID: MONTAGUE A 5
TERMS: DISCOUNT 15 DAYS/NET 30

CONTACT Luis

DATE: 6/11/2026
EXPIRES: 12/31/2026

WE ARE PLEASED TO QUOTE THE FOLLOWING PRICES FOR THE DESCRIBED MATERIALS FOR USE ON:

Mix	Price/Unit
4500 3/4"	178.25 CY
ULTRA FIBER 500	9.00 YD
1% NON CHLORIDE ACCEL.	8.00 YD
2% NON CHLORIDE ACCEL.	16.00 YD
Winter Concrete	10.00 YD
FUEL SURCHARGE	28.00 EA
DELIVERY LESS THAN 3 YARD	175.00 EA
DELIVERY LESS THAN 5 YARD	125.00 EA

Additional Information:

Due to market volatility, we will be including a fuel surcharge on all invoices.
The fuel surcharge rate will be set by the current fuel pricing.

- * All DOT shipments will require a 3 CY minimum order.
- * All Prices subject to applicable state sales tax unless proper exemption certificate furnished.
- * Discharge time in excess of one-hour per delivery will be at \$1.50 per minute.
- * Orders requested on Saturdays, if over 50 yards add \$25.00 per cubic yard.
If under 50 yards there will be a one time mobilization charge of \$1500.00.
- * Chicopee Concrete Service, Inc. shall be included on the Testing Laboratory mailing list.
- * All Invoices not paid within terms will be charged at the rate of 1.5% per month.(18% Annually)

PLEASE TAKE THE TIME TO ACKNOWLEDGE THIS PURCHASE AGREEMENT BY SIGNING BELOW.

ACCEPTED BY: _____

TITLE: _____

DATE: _____

BY: _____

Jack Carvalho
TITLE: Sales Manager
CHICOPEE CONCRETE SERVICE, INC.



From: Grainger <Grainger@service.grainger.com>
Sent: Wednesday, September 2, 2026 3:29 PM
To: Luis Cibrao
Subject: Order Confirmation #1597302281 PO #573



[My Account](#) | [Order History](#) | [Help](#) | [All Products](#)

ORDER CONFIRMATION

Hello Luis Civrao,
Thank you for placing an order with Grainger. We confirm that the following order has been received.

ORDER DETAILS

Order #1597302281
PO #573
Company Name : H M NUNES & SONS
CONST CO

[VIEW ORDER HISTORY](#)

[CHECK ORDER STATUS](#)

ORDER SUMMARY

Subtotal **\$273.54**
Estimated Tax **\$0.00**
Estimated Shipping **\$14.69**

Estimated Total \$288.23

Availability, Shipping, Tax & Promotions are not final until your order is processed. All final charges will be reflected on the associated invoice.

DELIVERY METHOD

SHIPPING ADDRESS
H M Nunes & Sons Const Co
82 Carmelinas Cir
Ludlow, MA 01056-3161
US

ADDITIONAL INFORMATION

Grainger EIN **36-1150280**
Customer Account # ******9152**
Phone **(413) 547-6488**

MY PURCHASED PRODUCTS



APPROVED VENDOR
Pipe: Brass, 3/4 In Nominal Pipe Size, 2 Ft Overall Lg, Threaded On Both En...
Item # **4GTK4**
Price **\$136.77** / each

STATUS
Preparing to Ship
Expected to Arrive Thu Sep 3*

TOTAL **\$273.54**
QTY **2**

FERGUSON
WATERWORKS
 12 CARMELINAS CIRCLE
 LUDLOW, MA 01056-1044

Please contact with Questions: 413-631-0060

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1339112	\$80.22	39343	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FERGUSON ENTERPRISES, LLC #576
 PO BOX 644054
 PITTSBURGH, PA 15264-4054

MASTER ACCOUNT NUMBER: 607618

SHIP TO:

H M NUNES & SONS CONSTRUCTION
 82 CARMELINAS CIRCLE
 LUDLOW, MA 01056

COUNTER PICK UP
 12 CARMELINAS CIRCLE
 LUDLOW, MA 01056-1044

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
799	799	MAONLY	BRASS	HPC	STOCK	09/02/26	IO 105686
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1		1	PSISCF	3.500	EA	3.50	
2		2	IBRLFCF	10.000	EA	20.00	
2		2	IBRLFS9F	18.000	EA	36.00	
2		2	GBRNFCL	8.000	EA	16.00	
			INVOICE SUB-TOTAL			75.50	
			TAX	Massachusetts State		4.72	
***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Remit to Change: Please make note of the updated remit to address above. Payments sent to PO Box 417592, Boston, MA will be returned as of 5/29/26. Instead of paying by check, consider going to Ferguson.com/billpay to learn about our free, secure, and convenient online payment platform. You can view copies of invoices, pay online, and enroll in our new auto-pay solution.							
TERMS: NET 10TH PROX						ORIGINAL INVOICE	
						TOTAL DUE	\$80.22

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



TOWN OF
MONTAGUE
MASSACHUSETTS

TOWN HALL
 One Avenue A
 Turners Falls, MA 01376

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

MEMORANDUM

TO: Selectboard
 FROM: Maureen Pollock, Director of Planning & Conservation
 RE: New consolidated local permitting process for small clean energy projects under 225 CMR 29.00
 DATE: October 19, 2026

OVERVIEW:

Under the 2024 Climate Act and Department of Energy Resources (DOER) regulations (225 CMR 29.00), Massachusetts municipalities must provide a consolidated local permitting process for small clean energy projects. The regulations took effect on February 27, 2026, and mandatory municipal participation began on October 1, 2026.

Municipalities have 12 months to review and decide on a complete application for a small clean energy project. The application must include the materials required for all applicable land-use permits—such as those issued by the Planning Board or Zoning Board of Appeals (ZBA)—and environmental permits, such as those issued by the Conservation Commission. If no decision is issued within 12 months, the application receives constructive approval.

Under this process, individual application components cannot be appealed separately before all boards have completed their reviews and the Local Government Representative has issued a decision on the application. The application's approval, denial, or constructive approval may be appealed for de novo adjudication before the Director of the Energy Facilities Siting Board (EFSB), pursuant to 980 CMR 14.00.

WHAT ARE THE RESPONSIBILITIES OF THE LOCAL GOVERNMENT REPRESENTATIVE?

Zoning Bylaw: 225 CMR 29.00 does not necessitate Local Governments to update their zoning bylaws. Local Governments may elect to adopt the model permitting bylaw to be made available by DOER. The permitting model bylaw may be used to customize the consolidated permitting process to meet the unique needs of cities and towns. Local Governments should always consult their local municipal counsel when considering adopting a bylaw.

Local Governments may also consider adopting DOER's updated model solar bylaw, and new model storage bylaw. Please be advised that neither DOER's model solar bylaw nor model storage bylaw are offered under the regulatory umbrella of 225 CMR 29.00, nor are they related to the 2024 Climate Act.

Please note, the Town of Montague has amended its Zoning Bylaw to include Section 8.9 Solar Energy Installations & Facilities and Battery Energy Storage Facilities.

Local Government Representative: Before implementing the consolidated local permitting process, the Town of Montague should identify a Local Government Representative. Under 225 CMR 29.00, this

role defaults to the local government's chief administrative officer or their designee. Depending on the municipality, the chief administrative officer may be the Selectboard or Town Administrator.

The chief administrative officer should decide whether to retain the role or delegate some or all of its duties to one or more municipal officials. A municipality may also assign the role to one or more officials through a bylaw or ordinance.

The Local Government Representative is responsible for:

- Reviewing whether the applicant has met all pre-filing requirements and signing the Pre-filing Engagement Completion Checklist.
- Receiving the Consolidated Local Permit Application, circulating it among municipal departments, and determining whether it is complete.
- Evaluating the applicant's Site Suitability Report and proposed minimization and mitigation measures.
- Compiling the decisions of individual boards and issuing a decision on the Consolidated Local Permit Application.

The chief administrative officer may delegate some or all of these responsibilities to one or more designees.

Applicants seeking a Consolidated Local Permit will use a standard application provided by DOER, rather than submitting separate applications to each municipal board and department. After local permitting authorities have reviewed and decided on all individual application components, the Local Government Representative will issue a consolidated decision approving or denying the application as a whole.

SMALL AND LARGE CLEAN ENERGY PROJECTS:

Project type	Small: municipal permitting authority	Large: EFSB permitting authority
Generation (e.g., solar, wind, and anaerobic digestion facilities)	Less than 25 MW	25 MW or more
Storage (e.g., battery energy storage systems)	Less than 100 MWh	100 MWh or more
Transmission and distribution (e.g., distribution-level and local grid upgrades)	New corridor under 1 mile; existing corridor under 10 miles	Other project types. Developers may also ask the EFSB to review small transmission and distribution projects.

EXEMPTIONS FROM SITE SUITABILITY AND PRE-FILING:

Exempted Generation:

- Generation with a site footprint 1 acre or less
- Front-of-meter Solar 25kW AC or less
- Solar Canopies
- Behind-the-meter, accessory-use Generation
- Generation eligible for the ITC

Exempted Storage:

- Front-of-meter Storage 250kWh AC or less
- Behind-the-meter, accessory use Storage

Other Exemptions:

- Small Transmissions & Distribution in existing right of way.

ARE LARGE CLEAN ENERGY PROJECTS EXEMPT FROM LOCAL DISCRETIONARY PERMITTING?

Yes. The 2024 Climate Act assigned the EFSB permitting authority over large clean energy infrastructure facilities, including generation facilities of 25 MW or more, battery energy storage systems of 100 MWh or more, and qualifying transmission and distribution facilities.

Applicants for large clean energy projects must apply to the EFSB for a single, state-issued consolidated permit. As described in the 2024 Climate Act, the application includes:

1. A description of the large clean energy generation facility's or large clean energy storage facility's site and surrounding areas, including any ancillary structures and related facilities and a description of the energy benefits of the large clean energy generation facility or large clean energy storage facility
2. A description of the environmental impacts of the large clean energy generation facility or large clean energy storage facility, including both environmental benefits and burdens
3. A description of the project site selection process and alternatives analysis used in choosing the location of the proposed large clean energy generation facility or large clean energy storage facility to avoid or minimize or, if impacts cannot be avoided or minimized, mitigate impacts
4. Evidence that all pre-filing consultation and community requirements established by the board have been satisfied and, if not, a demonstration of good cause for a waiver of the requirements that could not be satisfied by the applicant
5. A cumulative impact analysis.

Municipalities may participate in the review of these projects by seeking intervener status from the state and recommending permit conditions. They do not conduct a separate local discretionary permitting process for these projects.

ADDITIONAL INFORMATION:

- 225 CMR 29.00: SMALL CLEAN ENERGY INFRASTRUCTURE FACILITY SITING AND PERMITTING: <https://www.mass.gov/doc/225-cmr-29-small-clean-energy-infrastructure-facility-siting-and-permitting/download>
- Clean Energy Siting & Permitting Regulations <https://www.mass.gov/info-details/clean-energy-siting-permitting-regulations>
- Presentation Slides, dated July 9, 2026: https://montague-ma.gov/files/1_DOER_MAPC_MWRC_SWAP_Webinar_7-09-2026-Slides.pdf
- Montague Zoning Bylaw, effective date September 25, 2026 https://montague-ma.gov/files/Montague_Zoning_Bylaw_Effective_Date_09-25-2026.pdf



TOWN OF
MONTAGUE
MASSACHUSETTS

TOWN HALL
 One Avenue A
 Turners Falls, MA 01376

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

MEMORANDUM

TO: Selectboard
 FROM: Maureen Pollock, Director of Planning & Conservation
 RE: Eversource's Proposed WT-11 Transmission Right-of-Way Reliability Program (TRRP) Project
 DATE: October 19, 2026

OVERVIEW:

Eversource Energy is proposing vegetation management activities along approximately 29.3 miles of their Line 312 and 354 rights-of-way (ROW) as part of the Transmission Right-of-Way Reliability Program, WT-11 from the Northfield Substation in Northfield, MA, to the Ludlow Substation in Ludlow, MA. MA communities along the corridor include Northfield, Erving, Wendell, Montague, Leverett, Shutesbury, Pelham, Belchertown, Amherst, Granby, Ludlow.

According to Eversource's project website, this long-term vegetation maintenance initiative is to improve electric system reliability and resiliency by expanding and maintaining wider transmission corridors — up to 100 feet from the outermost conductors or the easement edge, whichever is closer. The website continues to state, by reducing tree fall-in risks and managing vegetation as early successional habitat (grasses, forbs, small trees and shrubs), the vegetation management program supports improvements to the reliability of the regional electric grid, reducing outage risks-especially during severe weather-and improving safety and continuity of essential services.

PROPOSED WORK AND IMPACTS IN MONTAGUE:

According to the Draft Environmental Impact Report, the proposed vegetation management activities in Montague are along ~ 3.7 miles of Line and ROW. The ROW passes through the Montague State Forest, and the Montague Wildlife Management Area (WMA) in Montague. Construction-related recreational trail impacts in Montague include: several unnamed trails in the Montague State Forest and possibly the Robert Frost Trail. No sites within Montague have been identified as potential groundwater hazards within 0.25 miles of the WT-11 TRRP Project.

Wetland Resource Impacts: Proposed work within Riverfront Area, wetland resources and their 100-foot buffer zone, a vernal pool, and Coldwater Fish Resources. The Project crosses the FEMA 100-year floodplain associated with Montague Brook, Hop Brook, Bachelor Brook, Weston Brook, and Turkey Hill Brook.

Stream crossings in Montague include: tributaries leading to Lyons Brook in the north, Chestnut Hill Brook near the middle, and Williams Brook at the southern border where it meets the Leverett town line. Wetland MOW7A and all those to the north of it are within the Millers River Watershed while the rest are within the Connecticut River Watershed. The Montague State Forest crosses the ROW in two areas: at its northern border and at the center of this portion of the ROW north of Chestnut Hill Brook. The southern section of Montague State Forest overlaps with Montague Wildlife Management Area and is south of adjacent Montague Water Supply Land.

Coldwater Fish Resources: Williams Brook in Montague crosses the Project Area. Williams Brook, and its tributaries are designated Coldwater Fish Resources (CFRs), which is defined in 314 CMR 4.00 as “waters in which the mean of the maximum daily temperature over a seven-day period generally does not exceed 68 degrees Fahrenheit (20 degrees Celsius) and, when other ecological factors are favorable (such as habitat), are capable of supporting a year-round population of stenothermal aquatic life, such as trout (*Salmonidae spp.*).”

Federal Listed Endangered Species in Montague: Northeastern bulrush is within the Project corridor

Public Roads in Montague Crossed by the Proposed Project: Wendell Road; Cross Road; East Chestnut Hill Road; Chestnut Hill Loop Road

Open Space/Recreational Lands in Montague Crossed by the Proposed Project: Hunting CR (owner: private); Keller CR (owner: private); Montague State Forest (owner: MA DCR); Montague Water Supply Land (Owner: Turners Falls Fire District); Montague Wildlife Management Area (WMA) (Owner: Mass Division of Fish & Game)

Zoning and Overlay Districts in Montague Crossed by the WT-11 Project: Agricultural – Forest 4 (AF-4) Zoning District

Open Space/Recreational Land Impacts:

- Montague State Forest:
 - 11.2 acres of total tree removal
 - 0.1 acres of wetland tree removal
 - 1.4 acres of Riverfront Area tree removal
 - 515 linear feet of stream bank tree removal
 - 203 linear feet of trail tree removal
 - - acres of vernal pool tree removal
- Montague Water Supply Land
 - 4.3 acres of total tree removal
 - 0.3 acres of wetland tree removal
 - - acres of Riverfront Area tree removal
 - 340 linear feet of stream bank tree removal
 - - linear feet of trail tree removal
 - - acres of vernal pool tree removal
- Montague Wildlife Management Area (WMA)
 - 0.6 acres of total tree removal
 - >0.1 acres of wetland tree removal
 - - acres of Riverfront Area tree removal
 - - linear feet of stream bank tree removal
 - - linear feet of trail tree removal
 - - acres of vernal pool tree removal

Historical and Archaeological Resources: Potential ancient period site identified in Montague - The MHC recommends that the Public Archaeology Laboratory, Inc. (PAL) develop avoidance and protection plan for the potential ancient period site in Montague. Eversource’s cultural resources consultant, The Public Archaeology Laboratory, Inc. (PAL), completed a cultural resource due diligence review and archaeological sensitivity assessment for the Project in May 2022, and conducted additional assessments along the ROW in 2024 and 2025. PAL submitted all cultural resource documentation to the Montague Historical Commission (directed to Chair Janel Nockleby) via email on May 19, 2025 to discuss questions the Montague Historical Commission had about the project and

potential impacts on historic properties.

Mitigation: Eversource will be required to provide wetland mitigation and state-listed species mitigation under the review/approval of the Conservation Commission, MassDEP, and the Natural Heritage & Endangered Species Program. Eversource's preferred mitigation priorities include: Permanent land preservation; Focus on communities directly impacted by the Project; Focus on mitigation projects with a benefit to Environmental Justice populations; Preference to mitigation projects that benefit multiple environmental resources; Preference to sites within mapped Biomap habitats; Timing of funding needs; Mitigation in each major watershed

PERMITTING OVERVIEW:

Federal Environmental Permitting:

- U.S. Army Corps of Engineers – Section 404 General Permit
- U.S. Fish and Wildlife Services – Endangered Species Act coordination

State Environmental Permitting:

- EOEEA – MEPA Review:
 - ENF filed June and August 2022 / ENF Certificate issued September 2022
 - DEIR filed August 2025 / DEIR Certificate issued November 2025
 - FEIR anticipated Dec 2026/ Jan 2027.
- DEP – 401 Water Quality Certificate and Wetlands Protection Act
- NHESP – Conservation and Management Permit

Local Environmental Permitting:

- Municipal Conservation Commissions – Wetlands Protection Act and Wetland Bylaws (*Eversource staff anticipate Notice of Intent submittal to Conservation Commission in Q2 2027 ~April-July 2027)
- Local Stormwater Bylaws, as applicable

ADDITIONAL INFORMATION:

- Eversource WT-11 Project Website: <https://www.eversource.com/residential/about/reliability/vegetation-management/transmission-system-vegetation-management/transmission-vegetation-management-projects/transmission-vegetation-ma/trrp-program-wt-11>
- MEPA Environmental Monitor Page: <https://eeaonline.eea.state.ma.us/EEA/MEPA-eMonitor/project/0ea83ec5-d093-4ab6-a53c-32d3813c653c>
- Draft Environmental Impact Report WT-11 Transmission Right-of-Way Reliability Program, dated August 2025: https://montague-ma.gov/files/Eversource_WT-11_TRRP_DEIR_FINAL_7Aug2025.pdf
- Eversource WT-11 Public Meeting Presentation, dated April 13, 2026: https://montague-ma.gov/files/Email_WT-11_Public_Meeting_Presentation_13Apr2026.pdf
- Submitted Public Comments: https://montague-ma.gov/files/Compiled_Public_Comments.pdf

**TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR**

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

Date of Application: September 30, 2025 Date Approved: _____ Fee: \$55

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2025
during the following hours:

Sunday	from: 10 am	to: 7 pm	Thursday	from: 4 pm	to: 1 am
Monday	from:	to:	Friday	from: 4 pm	to: 1 am
Tuesday	from:	to:	Saturday	from: 10 am	to: 1 am
Wednesday	from:	to:	Legal Holiday	from:	to:

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

This is an annual renewal? _____ { yes ☐ x ☒ no ☐ }

1. NAME OF APPLICANT: Mystic Cat Pinball, LLC TELEPHONE: (716) 982-8418

2. D/B/A: _____

3. PREMISES: 113-115 Avenue A, Turners Falls, MA 01376 BUSINESS PHONE: (413) 863-5760

4. The specific categories of licensed entertainment sought to be approved are:

_____ Radio _____ Jukebox _____ Video Jukebox ☒ Pinball Machines
_____ Wide Screen TV _____ Television/Cable _____ Pool Tables

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

_____ Dancing by patrons size of floor _____
☒ Instrumental Music number of instruments & amplifiers under four instruments; under 400w
_____ Live Vocalists number of persons/type of show _____
_____ Exhibition type _____
_____ Trade Show type _____
_____ Athletic Event type _____
_____ Play type _____
☒ Readings of Poetry or other
_____ New Years Eve "after midnight entertainment" _____

Indoors: Size of area to be used: 2,036 Allowed: 2,036 Number of People: 66 Allowed: 66

Outdoors: Size of area to be used: n/a Available Parking: No

Alcohol to be served: Yes

Daniel Levine
Applicant Signature

*****OFFICE USE ONLY*****

Board of Health Date Fire Department, Chief Date

Police Department, Chief Date Board of Selectmen, Chairman Date

William Ves 11/4/25
Inspector of Buildings Date



Town of Montague

One Avenue A, Turners Falls, MA 01376

Selectboard's Office

Phone: 413-863-3200. ext 108

COMMON VICTUALLER LICENSE APPLICATION

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

COMPANY: Mystic Cat Pinball, LLC

DBA:

ADDRESS OF PREMISES: 113-115 Avenue A, Turners Falls, MA 01376

MANAGER'S NAME: Daniel M. Levine

BUSINESS PHONE: (716) 982-8418

ALTERNATE PHONE: (716) 982-8418

EMAIL ADDRESS: daniel.m.levine@gmail.com

DAYS OF OPERATION: Thursday - Sunday

HOURS OF OPERATION: Sunday 10am -7pm; Thurs. & Fri. 4pm - 1am, Sat. 10am-1am

ALCOHOL TO BE SERVED: Y ☒ N ☐ IS THIS A RENEWAL? Y ☐ N ☒

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

ONE FLOOR OF SPACE SHOWN ON THE FLOOR PLAN ATTACHED ("A" PORTION) CONSISTING OF APPROXIMATELY 2,036 SQ. FT. ON THE FIRST FLOOR OF THE BUILDING WITH TWO ENTRANCES AND TWO EXITS

SIGNATURE: Signed by:

Daniel Levine

D1BF6F6BB46C4BC

DATE: 1/29/26

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

License Fee: \$40.00

Approved By:

Board of Health

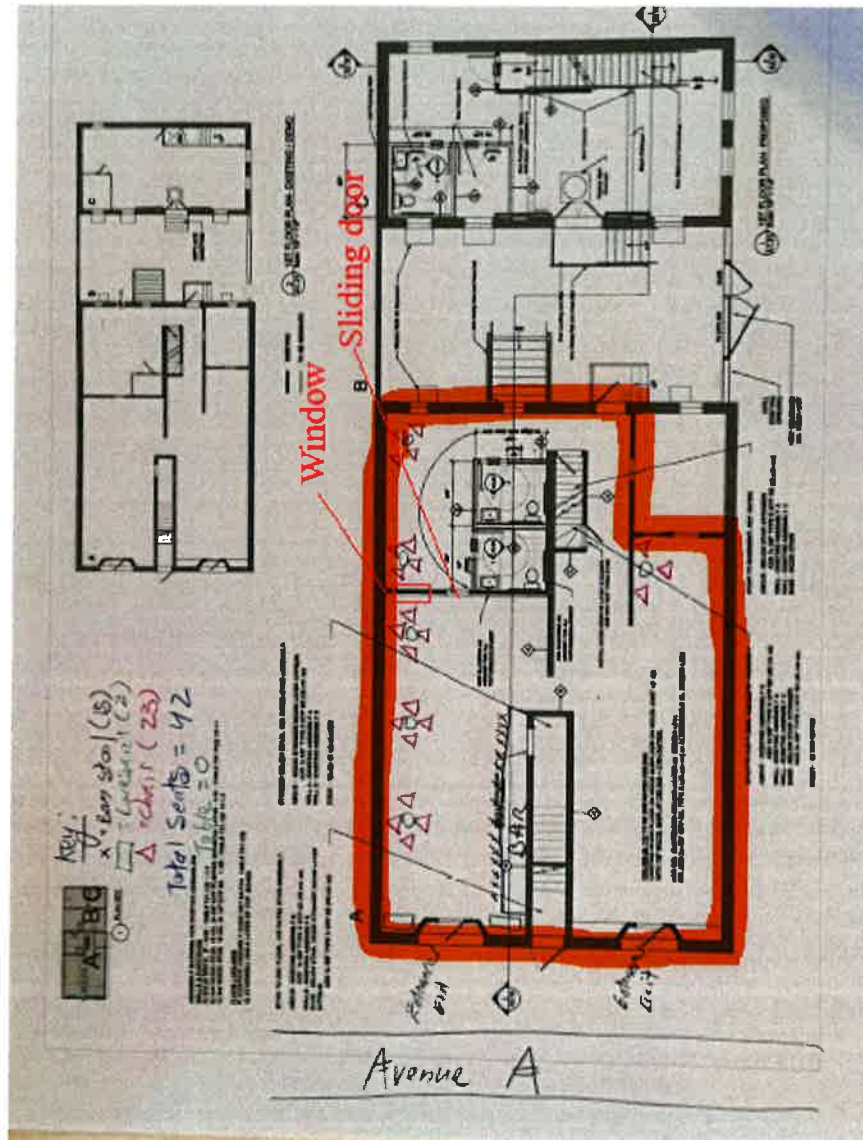
License Number

Date

Selectboard, Chair

License Number

Date





Town of Montague

Selectboard's Office

AUTOMATIC AMUSEMENT DEVICE APPLICATION

This is an application for the Automatic Amusement (coin operated) License for the calendar year from January 1st to December 31st. Please indicate below the number of machines in each category currently in your establishment. There is a \$45.00 fee for each machine, including Juke Boxes.

Please make checks or money orders payable to the Town of Montague.

<u> </u> Jukebox	<u> </u> Pool Table	<u> </u> Keno	☐ Other (please Describe) _____
<u> x </u> Pinball	<u> </u> Skill Crane	<u> </u> TV	
<u> </u> Darts	<u> </u> Shuffle Board	<u> </u> Video/Arcade Games	

Complete: NAME AND ADDRESS OF PREMISES WHERE MACHINES ARE TO BE INSTALLED:

BUSINESS NAME: Mystic Cat Pinball, LLC

D/B/A: _____ (716) 982-8418

BUSINESS TELEPHONE NO.

STREET ADDRESS: 113-115 Avenue A, Turners Falls, MA 01376

DESCRIPTION OF LOCATION: Pinball arcade and bar

Games will be on free-play & not use coin-drop. \$1.00 (8 od 2026)

MANAGER: Daniel M. Levine

(716) 982-8418

HOME TELEPHONE NUMBER

EMAIL ADDRESS: daniel.m.levine@gmail.com

OWNER OF MACHINE: Ariadne Amusement Leasing LLC

ADDRESS: 7 Sandlake Dr., Raymond, ME 04071

(413) 523-2168

BUSINESS TELEPHONE NO.

SIGNATURE OF APPLICANT: D.M. Levine

TOTAL NUMBER OF MACHINES 26

PLEASE REMIT THIS AMOUNT: \$

N/A

X \$45.00/ EACH = \$

N/A

BE ADVISED THAT NO ADDITIONAL AUTOMATIC AMUSEMENT DEVICES (COIN OPERATED MACHINES) MAY BE PLACED IN YOUR ESTABLISHMENT WITHOUT PRIOR APPROVAL OF THIS LICENSE BOARD. UNLICENSED AUTOMATIC AMUSEMENT DEVICES ARE A VIOLATION OF THE MASSACHUSETTS GENERAL LAWS CHAPTER 140, SECTION 178. RESULTING IN ACTION AND A FINE OF NOT MORE THAN \$100.00 MAY BE TAKEN AGAINST ALL VIOLATORS.

FOR OFFICE USE ONLY

Date Received:

Check Number:

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: _____

Atticus C.N. Belmonte

October 14, 2026
Montague Selectboard
1 Avenue A Turners Falls, MA 01376

To the Montague Selectboard:

I am writing to express interest in joining the Montague Cultural Council. As a lifetime resident of Turners Falls and a theater and video artist, I bring a unique perspective to the decisions being made by the Cultural Council. After sitting in on a meeting, it is apparent that the work done by the Cultural Council is exciting to me, beyond just having an impact on my community and the arts within it.

Prior to getting my Bachelor's Degree in Theater and Performance from Bard College Annandale, I participated in and cultivated various theater communities at the Shea Theater. I grew up performing in the Young Shakespeare Players East and Eggtooth Productions. With my brothers and friends I created Patch Productions, named after my neighborhood, which produces avant garde immersive adaptations of classic works, such as *The Phantom of the Opera* and *Hamlet*. Having participated in and witnessed much of the theater arts in the Montague area over the past several years, I am able to recognize and appreciate local talent being used authentically.

I look forward to hearing from you, and please do not hesitate to reach out with any questions or concerns. I am honored and thrilled to be given this opportunity.

Sincerely,

Atticus C.N. Belmonte

Name: BELMONTE, ATTICUS

MONTAGUE APPOINTED OFFICIAL

NAME: ATTICUS BELMONTE

DATE: 10/19/2026

COMMITTEE: MONTAGUE CULTURAL COUNCIL

TERM: 3 YEARS

TERM EXPIRATION: 6/30/2029

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 10/19/26

BELMONTE, ATTICUS personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the MONTAGUE CULTURAL COUNCIL 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.

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



9A

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#), or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name Town of Montague		Department Executive Office for Administration and Finance	MMARS Code ANF
d/b/a		Contract Manager Name Raffi Freedman-Gurspan	
Legal Address As entered on Form W-9 or Form W-4 1 Avenue A, Turners Falls, MA 01376-1128		Business Mailing Address 24 Beacon Street Boston, MA 02133	
Contract Manager Name Chris Nolan-Zeller		Billing Address If Different	
Phone (413) 863-3200 x109	Fax	Phone (857)-278-1728	Fax
Email chrisn@montague-ma.gov		Email Raffi.M.Freedman-Gurspan@mass.gov	
Vendor Code VC 6000191893		MMARS Doc ID(s) FY27MTTAMONTAGUEXXXX	
Vendor Code Address ID e.g. "AD001". AD 001		RFR/Procurement or Other ID Number BD-26-1003-EOAS-125260	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
☒ NEW CONTRACT		☐ CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	
☐ Statewide Contract (OSD or an OSD-designated department.)		Amendment Amount Or Enter "No Change"	
☐ Collective Purchase (Attach OSD approval, scope, and budget.)		Amendment Type Check one option only. Attach details of amendment changes.	
☒ Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)		☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.)	
☐ Emergency Contract (Attach justification for emergency, scope, and budget.)		☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.)	
☐ Contract Employee (Attach Employee Status Form, scope, and budget.)		☐ Contract Employee (Attach any updates to scope or budget.)	
☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.)		☐ Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)	
☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:			
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions for Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION			
Check ONE option.			
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 .			
☐ Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
☒ Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$110,000.00			

PROMPT PAYMENT DISCOUNTS (PPD)Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

☐

Statutory/legal

☐

Ready Payments (M.G.L. c. 29, § 23A)

☒

Agree to standard 45-day cycle

☐

Only initial payment

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.

This award is being provided through the FY27 Municipal and Tribal Technical Assistance (MTTA) program to the Town of Montague to cover costs associated with completing preliminary design work to reconstruct the existing signalized intersections of Avenue A and 3rd Street and Avenue A and 7th Street in the subsection of Turners Falls. This project is pursuing funding through the MassDOT Transportation Improvement Program ("TIP"), as well as through the U.S. Department of Transportation's Safe Streets and Roads for All ("SS4A") discretionary grant program. MTTA funding will support the initial work needed for Montague to proceed with the TIP process and subsequent SS4A application.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

☐

YES

If YES, the Contractor's annual SDP commitment for this Contract is

☒

NO

If NO, and the department is an Executive Department, enter the appropriate exemption: **Grant****ANTICIPATED START DATE (Complete ONE option only.)**

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

☒2. may be incurred as of **Novemb , 20 26** , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.☐3. were incurred as of **20** , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.**CONTRACT END DATE**

Contract performance shall terminate as of **June 30** , **20 27** , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Richard Kuklewicz

Print Title

Selectboard Chair**AUTHORIZING SIGNATURE FOR THE DEPARTMENT**

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Christina Martinez

Print Title

Chief Financial Officer

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made by and between the Commonwealth of Massachusetts, acting by and through the Executive Office for Administration and Finance ("EOAF") and the **Town of Montague** ("Grantee").

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed **\$110,000.00** authorized under the Municipal and Tribal Technical Assistance program ("MTTA") to the **Town of Montague** for the **Avenue A Traffic Signals Engineering** ("Project").

EOAF agrees to make the funds ("EOAF Grant") available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth's provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

1.1 The scope of the Project to be funded under the EOAF Grant to the **Town of Montague** is for costs associated with completing preliminary design work to reconstruct the existing signalized intersections of Avenue A and 3rd Street and Avenue A and 7th Street in the subsection of Turners Falls. This project is pursuing funding through the MassDOT Transportation Improvement Program ("TIP"), as well as through the U.S. Department of Transportation's Safe Streets and Roads for All ("SS4A") discretionary grant program. MTTA funding will support the initial work needed for Montague to proceed with the TIP process and subsequent SS4A application. The Project scope is subject to guidelines adopted by the EOAF that set forth permitted uses of the EOAF Grant.

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant, **\$110,000.00** will be made to the Grantee within 45 days of execution of the Agreement.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to

project administration and management shall be assumed by the Grantee, including without limitation: (i) legal fees; (ii) travel, meal and entertainment expenses; (iii) overhead and supplies; (iv) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (v) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The EOAF Grant must be expended by June 30, 2027 ("Contract End Date"). If the EOAF Grant has not been fully expended by that date, Grantee may request an extension through October 31, 2027. EOAF shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion. If an extension is approved, October 31, 2027 shall become the Contract End Date.

2.6 Any portion of the EOAF Grant that remains unexpended or is otherwise not properly used for eligible Project costs as of the Contract End Date shall be returned to EOAF no later than sixty (60) days after the Contract End Date. The Grantee shall not incur any new costs or obligations chargeable to the EOAF Grant after the Contract End Date. Any remaining balance shall be returned to EOAF by the final fiscal report due date.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; and (iii) documentation evidencing any additional commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project.

3.2 In addition to the project-completion documentation required under Section 3.1, the Grantee shall submit a **final fiscal report** to EOAF no later than sixty (60) days after the Contract End Date. The final fiscal report shall include, at a minimum: (i) copies of all invoices paid with EOAF Grant funds; (ii) documentation evidencing payment of such invoices, including cancelled checks, electronic payment

confirmations, or other documentation acceptable to EOAF; (iii) a certification from an authorized representative of the Grantee certifying that all submitted invoices have been paid, that the expenditures reported were incurred for eligible Project costs, and that no EOAF Grant funds were used for any unauthorized purpose; (iv) a reconciliation of the total EOAF Grant funds received, total eligible Project expenditures, and any EOAF Grant funds remaining unexpended; and (v) confirmation that any unexpended or otherwise unallowable EOAF Grant funds have been returned to EOAF in accordance with Section 2.6.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 Receipt of the EOAF Grant is contingent upon the Grantee being able to certify that it will comply with the Massachusetts General Laws, including G.L. c. 40A, § 3A, the MBTA Communities Act. Compliance with the MBTA Communities Act is determined by the Executive Office of Housing and Livable Communities.

4.3 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####



EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE - BOSTON, MA 02133
(617) 727-2040

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

MATTHEW J. GORZKOWICZ
SECRETARY

September 14, 2026

Chris Nolan-Zeller
Assistant Town Administrator
Richard Kuklewicz
Selectboard Chair
Town of Montague
1 Avenue A
Turners Falls, MA 01376
chrisn@montague-ma.gov
RichardK@montague-ma.gov

Re: MTTA Award Letter

Dear Chris and Richard,

On behalf of the Administration of Governor Maura T. Healey and Lieutenant Governor Kimberley Driscoll, I am pleased to confirm the Commonwealth's award of up to **\$110,000.00** total in funds ("Funds") to the **Town of Montague** ("Grantee") as authorized under the Municipal and Tribal Technical Assistance program ("MTTA").

The Funds will be administered by the Federal Funds and Infrastructure Office ("FFIO") and represent support for costs associated with technical assistance for federally funded projects ("Project"), including but not limited to researching and pursuing funding opportunities, preparing grant applications, providing procurement services, conducting planning and studies, and assessing capacity.

Disbursement of the Funds **\$110,000.00** will be disbursed to the Grantee within 45 days of execution of the grant contract ("Agreement").

Funds must be expended by **June 30, 2027**. If Funds have not been fully expended by that date, Grantee may request an extension through October 31, 2027.

The receipt of the Funds is contingent upon the Grantee being able to certify that it will comply with the Massachusetts General Laws, including G.L. c. 40A, § 3A, the MBTA Communities Act. Compliance with the MBTA Communities Act is determined by the Executive Office of Housing and Livable Communities.

The Agreement will be sent electronically by the Commonwealth through Adobe Sign for your review and signature.

Thank you and we look forward to further engagement with you on the successful completion of the Project.

Sincerely,

A handwritten signature in black ink, appearing to read "C.H. Martinez", with a stylized flourish at the end.

Christina Martinez
Chief Financial Officer
Executive Office for Administration & Finance

Cc: Robert LaRocca, Deputy Director, Federal Funds and Infrastructure Office; Raffi Freedman-Gurspan, Associate Director, Federal Funds and Infrastructure Office

Municipal and Tribal Technical Assistance Grant Program (MTTA)

CERTIFICATION OF PROJECT COMPLETION

As an awardee of the Massachusetts Municipal and Tribal Technical Assistant Grant Program (MTTA) and representative of the **Town of Montague**, I certify that the funds received through MTTA for the **Avenue A Traffic Signals Engineering** for FY27 were used exclusively for technical assistance stipulated in the application I submitted and project scope awarded by the Commonwealth of Massachusetts Executive Office for Administration & Finance (ANF) and the Federal Funds & Infrastructure Office (FFIO).

By submitting this Certification of Project Completion, I attest that all funds for FY27 have been expended.

Signature

Date



June 2, 2026

Board of Selectmen
Town of Montague
1 Avenue A
Turners Falls, MA 01376

**Re: Proposal for professional services:
Turners Falls Avenue A – ADA Ramp to Serve 102-112 Ave A
Construction Documents, Bidding and Construction Administration**

Dear Board of Selectmen,

The Town of Montague intends to construct the Phase VI Avenue A Streetscape Improvements consisting of ADA accessibility upgrades serving the properties located at 102-112 Avenue A. The project includes demolition, site preparation, grading, concrete ramps, concrete stairs, concrete landings, brick paver restoration, custom railings, and associated site improvements in accordance with the plans and specifications previously prepared by Berkshire Design Group. The estimated construction cost for the project is approximately \$260,000 based on projected Summer 2027 construction pricing.

Scope of Services

Berkshire Design Group will assist the Town in publicly bidding the project in accordance with Massachusetts General Laws Chapter 30 Section 39M and any applicable grant requirements.

Services shall include:

Construction Documents

- Finalize construction documents based on the design development drawings from December 2024. The drawings will be developed to have enough information for contractors to bid on the project. Plans will include existing conditions plans, demolition plans, layout plans, grading plans and construction details. The package will also include technical specifications.

Fee: \$5,000

Bidding:

- Assemble bid documents for public bidding in accordance with MGL Ch. 30 §39M. Prepare advertising notice for bidding. (USE BIDDOCS)
- Assist The Town of Montague during bidding by: scheduling and attending the pre-bid meeting; receiving inquiries regarding bid documents; resolving questions by issuing addenda; reviewing and making written recommendations concerning the qualifications of bidders; and conducting the bid opening, preparing and issuing a bid tabulation and recommending Contract award.

Fee: \$8,500

Construction Administration

- Assist The Town of Montague to conduct the preconstruction conference.
- Oversee construction work:
- Inspect the quality and progress of the work and furnish a written field report on a weekly basis.
- Conduct 2 project meetings weekly with GC, owner & committee to discuss progress/quality of work.
- Perform technical review of shop drawings and submittals, to be approved by The Town of Montague.
- Assist The Town of Montague to review contractor's monthly request for payment including final payment and make recommendations to the Town for payments to be made to the contractor.
- Prepare a punch list for substantial completion and issue the Certificate of Substantial Completion.
- Obtain from the Contractor and deliver to the Town of Montague the information needed to produce record drawings, additional materials, all permits/approvals/discharges, guarantees, affidavit of Release of Liens, etc.
- Project Completion: Upon acceptance of the Certificate of Substantial Completion, assist The Town of Montague to administer the construction contract until expiration of the construction warranty period.
- Perform site inspections, punch list reviews, and requisition reviews as necessary.
- Prepare as-built record drawings. Provide two sets of prints and one digital copy.
- Assist in preparing the Certificate of Final Completion; and attending meetings and dispute conferences as necessary. Issue the Certificate of Final Completion.

Fee: \$26,000

Total Fee: \$39,500

ASSUMPTIONS

This proposal assumes:

- Construction cost of approximately \$260,000.
- Construction duration not exceeding four months.
- One construction contract.
- One contractor.
- Weekly site visits during active construction.
- Up to ten shop drawing/submittal reviews.
- Up to four pay requisition reviews.
- One substantial completion inspection and one final inspection.
- No resident engineering services.
- No redesign services.
- No permitting services.
- No environmental monitoring, testing, surveying, or geotechnical services.

COMPENSATION

Construction Documents: \$5,000

Bidding Services: \$8,500

Construction Administration Services: \$26,000

TOTAL NOT-TO-EXCEED FEE: \$39,500

Thank you for the opportunity to provide this proposal. We look forward to assisting the Town of Montague with implementation of the Phase VI Avenue A Streetscape Improvements Project.
Respectfully Submitted,

Please call if you have any questions concerning the above Scope and Fee Schedule.

Thanks,

Carlos E. Nieto, RLA
Principal

Acceptance by the Montague Selectboard

Chairman

Date

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF Montague, MASSACHUSETTS
AND
Berkshire Design Group**

THIS AGREEMENT made this ____ day of October, 2026 between Berkshire Design Group, with a usual place of business at 4 Allen Place, Northampton, MA 01060, 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 \$39,500.00, 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 \$39,500.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on October 19, 2026, and shall expire on June 30, 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:

BERKSHIRE DESIGN GROUP

By: _____

By: _____

Print Name: Richard Kuklewicz

Print Name:

Title: Selectboard Chair

Title:

Exhibit A

Scope of Work