

**MONTAGUE SELECTBOARD MEETING**  
**1 Avenue A, Turners Falls and VIA ZOOM**  
**Monday, March 4, 2024**  
**AGENDA**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/82898949565>

**Meeting ID: : 828 9894 9565    Passcode: : 076982    Dial into meeting: +1 646 558 8656**

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

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:32            Approve Selectboard Minutes of February 26, 2024
3. 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
4. 6:36            **Personnel Board**
  - Appoint Christopher Smerz from Patrol Officer to Detective, Grade D, Step 7 (previously Grade P, Step 8) effective March 3, 2024
  - Appoint Geneva Bickford, Administrative Assistant to the Board of Health, NAGE Union, Grade B, Step 4, 35 hours, \$20.76/hour. Effective March 18, 2024
5. 6:45            **Ryan Paxton, Board of Health Director**
  - Update regarding consideration of Pioneer Valley Mosquito Control District Membership
6. 6:50            **Brian McHugh, FCRHRA**
  - To award FY22.23 MONTAGUE CDBG Avenue A Streetscape Phase IV Design Project to Berkshire Design Group, and to execute a contract with them in the amount of \$70,800.
  - To authorize Payment #4 to Berkshire Design Group for Hillcrest Playground in the amount of \$2,312.00

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7. 7:00

**Assistant Town Administrators Business**

- Award Montague Center Library/ Old Town Hall Window Replacement contract to Diversified Construction Services, LLC for \$132,829. To be paid out of existing ARPA appropriation.
- Authorize Site Readiness Grant Agreement with MassDevelopment in the amount of \$132,700 to advance design of the Strathmore Mill demolition and Canal District Riverfront Redevelopment Plan.

8. 7:10

**Town Administrators Business**

- Update on Utility Progress Removing Double Poles
- Discuss Selectboard Town Annual Report Content
- STRPB Update: Regional Agreement Sub-Committee Member Needed
- Services for Former Health and Planning Department Assistant, Anne Stuart
- Topics not anticipated in the 48 hour posting

**Next Meeting:**

- Finance Committee/Selectboard/Capital Improvements Joint Meeting, and subsequent Executive Session March 6, 2024 at 6:00 PM via ZOOM
- Airport Informational Session, March 7, 2024 at 6:00 PM via ZOOM
- Selectboard, Monday, March 11, 2024 at 6:00 PM, via ZOOM
- Special Town Meeting, Thursday, March 14, 2024, 6:30 PM at the Turners Falls High School, 222 Turnpike Road, Montague
- Selectboard, Monday, March 18, 2024 at 6:30 PM, via ZOOM
- Finance Committee/Selectboard Joint Meeting, March 20, 2024 at 6:00 PM via ZOOM

# Town of Montague

## Personnel Status Change Notice

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

Employee # 2056**General Information:**Full name of employee: Christopher Smerz Department: PoliceTitle: Detective Effective date of change: 03/03/2024**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: IBPOOld Pay: Grade P Step 8 Wage Rate: \$32.35 (annual/hourly)New Pay: Grade D Step 7 Wage Rate: \$33.73 (annual/ hourly)

Notes:

**Termination of Employment:**

Resignation: \_\_\_\_\_ Retirement: \_\_\_\_\_ Involuntary Termination: \_\_\_\_\_

**Other:**   Unpaid Leave of Absence Termination Date: \_\_\_\_\_   Unpaid Sick Leave Termination Date: \_\_\_\_\_   Other/Specify: \_\_\_\_\_**Copies to:**   Employee   Department   Board of Selectmen   Treasurer   Accountant   Retirement Board   Town Clerk

# Town of Montague

## Personnel Status Change Notice

### New Hires

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

Board Authorizing **Appointment:** Selectboard Meeting Date: 3/4/24

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

Board Authorizing **Wages:** Selectboard Meeting Date: 3/4/24

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

**General Information:**

Full name of employee: Geneva Bickford Department: Health Title: Administrative Assistant  
 Effective date of hire: 3/18/24

**New Hire:**Permanent: X Y      N If temporary, estimated length of service: \_\_\_\_\_Hours per Week: 35 Union: NAGE**Wages:**Union: NAGEWages: Grade B Step 4 Wage Rate: 20.76 (annual/ hourly)

Notes:

**Copies to:**

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



**Ryan Paxton, MPH, RS**

**Director of Public Health**

**Town of Montague**

**Board of Health**

February 27, 2024

Montague Selectboard  
1 Avenue A  
Turners Falls, Ma 01376

Dear Montague Selectboard,

I am writing to you to request that you consider authorizing the hiring of Geneva Bickford for the open position of administrative assistant at the Board of Health, at step 4 of salary grade B.

The Board of Health has identified Ms. Bickford as the best candidate for our team and we are particularly compelled to offer a wage that we believe is both competitive and commensurate with the experience this candidate has.

In consideration of this wage, I would encourage the Selectboard to consider the following aspects of Ms. Bickford's qualifications that the Board of Health believes to be exemplary:

- 25 years' experience in administrative roles
- 8 years' experience in a Massachusetts municipal government setting.
- Experienced in open meeting law, minute taking, burial permits, and records requests.
- Associate degree in legal administration

I greatly appreciate your time and consideration in this matter.

Sincerely,

Ryan Paxton,  
Director of Public Health

# Geneva Bickford



- Years of Customer Service and office administration
- With clear communication skills and a strong work ethic
- Focused on assisting the public and assisting my direct supervisors at all times
- Experienced in VRIS
- Experienced in VIP

## Work Experience

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### **Administrative Secretary/Selectboard Secretary**

Town of Shutesbury - Shutesbury, MA

October 2022 to Present

- Provide support to the Selectboard and Town Administrator;
- Drafting minutes
- Ordering office supplies
- Assisting with the Town Newsletter and Annual Reports
- Answering phones;
- Assisting residents with various requests

### **Assistant City Clerk**

City of Greenfield, City Clerk's Office - Greenfield, MA

January 2018 to Present

- Provide excellent customer service to the residents and voters of Greenfield with all needs in regards to voting, vital records, public records requests and all other tasks necessary;
- Assist the Clerk with registration of vital records, voter registration, home birth registration, gender change amendments, marriage intentions, certifying signatures for nomination/petitions filed with the Clerk's Office;
- Efficiently and effectively running elections (State, Federal and Local);
- Registering all Vital Records (birth, death and marriage);
- Assisting with Amending Vital Records;
- Registering all Voters and mailing out all communication in regards to voter registration or changes to voter registrations;
- Entering and Fulfilling Public Records Requests as needed;
- Providing assistance to residents and voters as needed;
- Processing of 1st mailing of census and then mailing of over 5K 2nd mailing for census on a yearly basis;
- Processing inactivation of voters who have not responded to local census on a yearly basis;
- Dog licensing, processing licenses, assisting with obtaining a new dog program and processing over 3K late dog notices on a yearly basis;
- Assisting with the preparation of the yearly Street Listing books; and
- Assisting with the supervision of office staff as needed when City Clerk is not available.

**Administrative Assistant to the City Clerk**

City of Greenfield, City Clerk's Office - Greenfield, MA

January 2016 to December 2018

- Answering telephones;
- Assisting Residents with various transactions;
- Working elections;
- Assisting with early voting;
- Registering voters;
- Entering Birth Records and Marriage Records.

**Legal Assistant**

Bacon Wilson, P.C. - Northampton, MA

January 2012 to September 2016

- Answering telephone calls;
- Drafting of pleadings, deeds, notices and letters;
- Organize and prepare tax returns for client pickup;
- Record documents with the Registry of Deeds;
- Filing;
- Open and Closing files;
- Drafting of estate planning documents (Durable Power of Attorney, Massachusetts;
- Health Care Proxy and Living Will;
- Filing documents with the various courts; and
- Scheduling appointments with clients.

**Legal Assistant**

Law Office of Matthew D. Rockman - Worcester, MA

January 2004 to October 2006

- Answer telephone calls;
- Greet clients;
- Meet with clients to collect and review financial information in preparation of bankruptcy documents;
- Draft and file documents with the Court;
- Electronically file all bankruptcy documents with the Bankruptcy Court; and
- Opening Files.

**Legal Assistant**

UAW Legal Services - Clearwater, FL

July 1999 to December 2004

- Answer telephone calls;
- Greet clients;
- Meet with clients to collect and review financial information in preparation of bankruptcy documents;
- Draft and file documents with the Court;
- Electronically file all bankruptcy documents with the Bankruptcy Court; and
- Opening Files.

**Legal Assistant**

Law Office of Harold F. Moody - Boston, MA

January 1996 to December 1998

- Answer telephone calls
- Greet clients
- Draft and file documents with the Court
- Opening Files
- Typing
- Filing
- Opening Mail

## Education

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### **Associates Degree in Legal Administration**

Katharine Gibbs School - Boston, MA  
1995 to 1996

### **High school diploma or GED**

## Skills

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- Years of Customer Service and office administration
- With clear communication skills and a strong work ethic
- Focused on assisting the public and assisting my direct supervisors at all times
- Experienced in VRIS
- Experienced in VIP





**Ryan Paxton, MPH, RS**

**Director of Public Health**

**Town of Montague**

**Board of Health**

February 29, 2024

Montague Selectboard  
1 Avenue A  
Turners Falls, Ma 01376

To the Montague Selectboard,

On February 21, 2024, the Montague Board of Health held a public commentary period regarding the Pioneer Valley Mosquito Control District (PVMCD). During this period, approximately 20 or more Montague residents attended as well as contracted Medical Director Timothy J. Lepore, MD and PVMCD Director, John Briggs. Information was provided regarding the PVMCD's current offering of services, operating principles surrounding mosquito control districts in Massachusetts, and background information surrounding proposed legislation that would vastly change the governance of mosquito control districts. Several Montague residents provided commentary on consideration of joining the PVMCD and questions about PVMCD were answered directly by Director John Briggs.

In summary, all Montague Residents that attended generally expressed some level of opposition to the application of mosquito pesticides in Montague. There was concern that joining PVMCD could result in the Town losing some amount of control, with respect to mosquito control, in our community. Multiple residents voiced that they believe the Town should wait to see if proposed bills H.845 & S.445 are passed by Massachusetts legislature.

Please be advised that the Montague Board of health carried a motion to issue letters of support for the passing of S.445 and H.845 to the respective presenting legislators. This directive has been completed in advance of this communication.

Furthermore, the Montague Board of Health carried a motion to notify the Selectboard that the Board of Health is investigating how the Pioneer Valley Mosquito Control District may fit in with the plans that the Board of Health for mosquito control in our community and that the Board of Health recommend that the Selectboard take no further action until further advisement can be provided by the Board of Health.

Respectfully submitted,

Ryan Paxton  
Director of Public Health

**AGREEMENT**  
**BY AND BETWEEN**  
**TOWN OF MONTAGUE**

**AND**  
**BERKSHIRE DESIGN GROUP, INC.**

THIS AGREEMENT, was made as of the 4th day of March, 2024, by and between the Town of MONTAGUE, Massachusetts (hereinafter referred as the MUNICIPALITY) and BERKSHIRE DESIGN GROUP, INC. hereinafter referred to as the CONSULTANT), 4 Allen Place, Northampton, MA 01060.

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of MONTAGUE has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake an FY22.23 community development program of **Avenue A Streetscape Phase IV Design Project** (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG FY 2022.2023 Grant Program objectives.

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

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of MONTAGUE, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.

3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is **Brian P. McHugh**, Community Development Director for the town's grant administering agency, Franklin County Regional Housing and Redevelopment Authority. TELEPHONE (413) 223.5224.

4.1 **REPORTING:** The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

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

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

6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about March 4, 2024 and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by November 30, 2024.

7. **PAYMENTS AND COMPENSATION:** The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed SEVENTY THOUSAND EIGHT HUNDRED AND 00/100 Dollars (\$70,800.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B.

## 8. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in Mass. CDBG regulations and the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

8.7 **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11478, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246 Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

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

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

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

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

8.13 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES:** All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY’s Grant Agreement with EOHLC and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by EOHLC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Certificate of Tax Compliance

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

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

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

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

### Approvals and Signatures

By: TOWN/CITY OF MONTAGUE:	By: CONSULTANT
Chair, Selectboard	Berkshire Design Group Inc.
Date	Date
<u>Certification as to Availability of Funds:</u>	
Town/City Accountant	
Date	
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer	
Date	

ATTACHMENT A  
CONSULTANT SCOPE OF SERVICES

**SCOPE OF SERVICES:** The Engineer/Landscape Architect will be responsible for the design and preparation of bid ready plans and specifications for the project. They will perform the following tasks:

**Task 1: Topographic Survey**

The Consultant will perform a topographic survey to locate the limits of existing sidewalks, curbs, ramps to businesses, roadway pavement, and other surface features that may impact the proposed design. The topo survey will capture the face of buildings and spot grades in the road and at the thresholds of the building entries onto Avenue A.

The Consultant will prepare a survey plan showing the layout of these items and spot grades in sufficient detail to determine feasibility of accessibility improvements to existing buildings from the adjacent streetscape. This task will not include the determination of property lines but will include locating any monumentation that is incidental to the topographic survey.

The topographic survey does not need to locate existing utilities, except surface features within the limit of work. A separate consultant shall be engaged for any hidden utilities under the ground (see Task 2 below). Pavement markings will not need to be located.

All police detail required for survey work within the right of way and temporary traffic management will be provided by the Town.

**Task 2: GPR Survey**

The Consultant will coordinate with a GPR (Ground Penetrating Radar) Specialist to scan the areas within the streetscape where work is proposed. This scope is broken out as a separate service and may be helpful in identifying locations where unrecorded utilities may be buried within the zone of work.

**Task 3: Electrical Services**

The Consultant will coordinate on Montague's behalf, a Professional Electrical Engineer to advise as to streetscape lighting, conduit sizing, transformer, and meter locations.

**Task 4: Mechanical/Plumbing**

The Consultant will coordinate on Montague's behalf, a Professional Mechanical and Plumbing engineer and or an irrigation specialist to advise as to irrigation upgrades, irrigation pipe sizing, controls, meter connections, and reuse of existing backflow preventors.

**Task 5: Schematic Design**

After the existing conditions survey is completed for these areas, the Consultant will meet with the Town to review the survey and confirm that extent and detailed information is sufficient to proceed into Schematic Design. The Consultant will then meet with town officials to walk through and document the existing conditions with a photographic inventory and identify accessibility needs and confirm overall approach and relationship to the previous and parallel improvement efforts. After this walk through, the Consultant will test out up to three (3) design options for these areas which will explore detailed grading towards improving accessibility as well as pavement markings and layout, planting beds, and overall design cohesiveness. After these options are prepared, the Consultant will meet with town officials to discuss and synthesize the preferred option into one final Schematic Plan.

**Task 6: Design Development**

Upon completion of the preferred schematic plan, the Consultant will engage other design consultants (MEP, and irrigation) to assist with putting together a Design Development package which can be cost estimated by a third-party estimator.

**Task 7: Third Party Cost Estimating**

At the end of Design Development, the Consultant will submit the package to a third-party cost estimator for cost estimation. The Consultant will review the estimate and meet with town officials to discuss next steps or refinement of initial construction scope.

**Task 8 Construction Documents**

The Consultant will prepare a final set of construction drawings and technical specifications for bidding. Final drawings will contain the level of detail necessary to allow contractors to accurately estimate the project. Bid documents will contain all necessary bidding information to conform to requirements for this project. The Consultant assumes that this project will be reviewed by town officials, including the Department of Public Works, and the proposal shall include one round of revisions to the plans based on comments from each group. The proposal assumes that public shade tree permits/hearings are not required and does not include the services of a certified arborist. However, plans shall include typical details for tree protection to meet Town standards.

**OFFICE LOCATION:** The Program office will be located at the Consultant’s central office:

The Berkshire Design Group, Inc.; 4 Allen Place; Northampton, MA 01360

**CONTACTS:** The contact person for the Town of Montague will be Brian P. McHugh, Director of Community Development, Franklin County Regional Housing Authority, the Town’s Grant Administrator.  
**TELEPHONE:** 413-223-5224



ATTACHMENT B  
METHOD AND COMPENSTATION SCHEDULE

**CONSULTANT Fee and Program Schedule:**

TOTAL COMPENSATION	<u>\$70,800.00</u>
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CONSULTANT may invoice on a monthly basis per % of work completed per task

**TOWN OF MONTAGUE –  
AVENUE A STREETSCAPE PHASE IV DESIGN PROJECT  
FY22.23 CDBG**

**Consultant Procurement Summary**

Grantee: Town of Montague  
Address: 1 Avenue A  
Turners Falls, MA

Contact Person: Brian P. McHugh, HRA  
Telephone #: 413-863-9781 X 125

**1. How and when RFP was advertised (attached), and/or proposals solicited?**

- Request for Proposals was advertised in the following publications
- COMMBUYS 11/10/23; ReBid 01/11/24 (due to zero proposals received)
- The Recorder on 11/10/23 and RePosted 1/11/24
- RFP was requested by (6) Firms
- A site walk through was not scheduled. Potential responders were welcome to review the project site on their own.
- 

2. Closing date for accepting proposals: 3:00 p.m. on Thursday, February 1, 2024 at the Montague Town Hall

3. **Interviews:** Not required

4. **Number of proposals received:** (2)

5. **Names of persons participating in Proposal Opening:** Walter Ramsey, Assistant Town Administrator; Brian P. McHugh, HRA

6. **Names of persons participating in proposal review:** Walter Ramsey, Assistant Town Administrator; Maureen Pollack, Town Planner; Brian P. McHugh, HRA Community Development Director

**MONTAGUE – AVENUE A STREETSCAPE IMPROVEMENTS PROJECT – PHASE IV**  
**SCORE EVALUATION COMPARISON FORM**

	<b>BERKSHIRE DESIGN</b>		<b>WDA DESIGN</b>	
<b><i>The following items must be included in all proposals:</i></b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
	X		X	
• General design experience of the firm	X		X	
• Firm's response to the scope of services as outlined in the RFP	X		X	
• Outline similar experience in Streetscape, Lighting Design and Accessibility projects in Massachusetts	X		X	
• Examples of the firm's similar projects funded by state or federal programs in Massachusetts	X		X	
• Familiarity HUD regulations under Title I of the Housing and Community Development Act of 1974, as amended	X			X
• Certificate of compliance with local, state, and federal tax laws (form attached)	X		X	
• Certificate of Non-collusion (form attached)	X		X	
• Price Form (form attached)	X		X	
• MBE/WBE eligibility certification, if applicable	X		X	
<b><u>Minimum Criteria:</u> Each proposal must meet all of the following criteria in order to be considered for further evaluation:</b>				
• Firm must have at least five (5) years of Design experience.	X		X	
• Firm must have Massachusetts registered professional civil engineer and landscape architect on staff.	X		X	
• Firm must have experience designing pedestrian/streetscape projects	X		X	
• Firm must provide examples of past projects that they have designed, managed and the outcome. Include budget, change orders and timely completion of the project	X		X	
• Firm must have experience with projects funded by local, state and/or federal programs	X		X	
• Firm must have experience involving improvements to municipal property	X		X	
• Firm must provide three (3) written professional references for similar projects, including names, addresses, projects you worked on, their costs, funding sources, and phone number	X		X	
• List of municipal infrastructure or public facility projects completed in the past two years including names, addresses, their costs, funding sources, and phone number for reference purposes	X		X	

HA = HIGHLY ADVANTAGEOUS A = ADVANTAGEOUS

NA = NOT ADVANTAGEOUS

Comparative Criteria	BERKSHIRE DESIGN			WDA DESIGN		
	HA	A	NA	HA	A	NA
<b>Evaluation of Pedestrian/Streetscape Design Experience</b> <i>A key consideration for the Town is the ability of the design team to demonstrate their successful working relationship on past projects</i>						
• Firm clearly demonstrates their experience working on similar projects including pedestrian/streetscape projects using CDBG funding	xxx				xxx	
• Firm understands the community's needs and the Avenue A Streetscape Improvements Project	xxx					xxx
• Firm articulated understanding of our project based upon their experience, background, and project examples	xx	x			xxx	
• Firm demonstrates experience working on municipal projects financed with state or federal funds	xxx			xx	x	
<b>Evaluation of Construction Management Experience</b> <i>A firm's work examples and approach to the project will be evaluated in conjunction with examples submitted of similar projects and the firm's references.</i>						
• Firm clearly demonstrates their experience working on similar projects including pedestrian/streetscape projects using CDBG funding	xxx				xx	x
• Firm understands the community's needs and the Avenue A Streetscape Improvements Project	xxx				xxx	
• Firm articulated understanding of our project based upon their experience, background, and project examples	xx	x			xxx	
• Firm demonstrates experience working on municipal projects financed with state or federal funds	xxx				xxx	
Comparative Criteria	BERKSHIRE DESIGN			WDA DESIGN		
	HA	A	NA	HA	A	NA
<b>Qualification of Project Personnel – Design Team</b> <i>A firm's work examples and approach to the project will be evaluated in conjunction with examples submitted of similar projects and the firm's references as exhibited by:</i>						
• A Design team that demonstrates experience with streetscape and pedestrian/streetscape projects	xxx			xxx		
• Success in presenting Design alternatives to the public and other town boards and commissions.	xxx			xxx		
• A Design team that has seen its work translated into actual construction	xxx			xxx		
• Ability to identify and incorporate community design concerns and suggestions	xx	x		xx	x	
• Experience with state and federal funding resources including experience on CDBG projects	xx	x			xxx	
• A Design team has experience working together on past projects of similar scope to this project	xx	x			xxx	
<b>Responsiveness to Request for Qualifications</b>						
• Firm understands the project requirements	xx	x		x	xx	
• Firm's approach to the project in meeting the specific needs of the Town	xx	x		x	xx	
• Firm's level of interest in the project	x	xx			xxx	
• Firm demonstrated a commitment to the project timetable	xx	x		x	xx	
• Overall quality of the firm's proposal	xx	x		x	xx	
<b>TOTALS</b>	<b>46</b>	<b>11</b>	<b>0</b>	<b>17</b>	<b>36</b>	<b>4</b>

Committee Recommendation on behalf of the Town of Montague: **The Committee recommends Berkshire Design Group as the firm to prepare the bid ready plans and specifications for the Avenue A Streetscape Phase IV Design Project**

Additional discussions/negotiations/requests for clarification: \_\_\_\_\_ Committee members reaffirmed the importance of encouraging and including public input into the final design.

Justification in Recommendation: Exceeded minimum criteria. Timeline can be met. Very responsive to proposal and firm meets the community's needs. The town and the HRA have been very satisfied with their prior working relationship with the design firm.

Consultant Recommended:   X   Berkshire Design Group

Recommended by: Avenue A Streetscape Phase IV Design Review Committee on behalf of the Town of Montague

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Consultant Selected:           Berkshire Design Group          

Awarded by:

Board of Selectmen, Town of Montague

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Richard Kuklewicz, Chair

Dated \_\_\_\_\_



**FRANKLIN COUNTY REGIONAL HOUSING &  
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376  
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289  
spleasant@fcrhra.org

**AUTHORIZATION TO DISBURSE**  
**Invoice # 2023-145-4**  
**Project No. 2023-145**  
**TOWN OF MONTAGUE FY22.23 CDBG**  
**FY22.23 Hillcrest Park Construction(6C)**  
**Contractor: Berkshire Design Group**  
**4 Allen Place**  
**Northampton, MA 01060**

Date: February 23, 2024

Total Contract	21,400.00
Total Paid to Date:	4,930.00
Balance:	16,470.00
This Invoice:	<b>2,312.00</b>
Balance:	14,158.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period January 1, 2024 to January 31, 2024.

See attached invoice dated: February 23, 2024	<b>FY22.23 MONT \$2,312.00</b>
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I reviewed this invoice on 02/23/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$2,312.00**

\_\_\_\_\_  
*Director of Community Development – HRA*

We hereby authorize the above payment

**TOWN of MONTAGUE (2 of 3 required)**

\_\_\_\_\_  
*Authorized signature*  
Chair, Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard



# Office of the Town Administrator

## Town of Montague

One Avenue A  
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

**To:** Selectboard

**From:** Walter Ramsey, Assistant Town Administrator

**Date:** Feb 29, 2024

### **RE: Recommendation to Award Contract for Montague Center Library Window Replacement Project**

**IFB Issued:** January 31, 2024

**Procurement type:** Ch 149 Building Construction Contract

**Bids opened:** Feb 22, 2024

**Funding Source:** \$200,000 ARPA Appropriation

#### **Summary of Scope:**

- **Replace 18 windows with energy star rated, historically appropriate windows**

**Notes:** The low bidder has proposed *Pella Reserve Monumental Single Hung Window*. The IFB specifications were developed by historic preservation consultant Chris Sawyer-Laucanno. Chris reviewed the product for compliance with the specifications and Chris will oversee the contractor's execution of the project. The proposed product is Pella's most historically authentic line of wood windows and a common choice for historic buildings. Local examples of this window can be seen at Holbrook Hall and the Dining Room at Northfield Mount Hermon. These are also currently being installed at the Goodell Building at UMass.

#### **Bid results Summary:**

<b>Company</b>	<b>Bid</b>
Diversified Construction Services, LLC P.O. Box 2093 Amherst, MA 01004	\$132,829.00
Larochelle Construction, Inc. 23 College St., Suite 8 South Hadley, MA 01075	\$158,000.00
Gill Building Corporation dba Renaissance Builders P.O. Box 272 Turners Falls, MA 01376	\$171,718.00

Drizos Contracting, LLC 655 Boston Road, Unit 5B Billerica, MA 01821	\$222,000.00
K & G Remodeling, Inc. 3 Wilfred Ln Webster, MA 01570	\$224,850
Cape Cod Builders, Inc. 14 Bosuns Lane Bourne, MA 02532	\$232,000

#### Reference Checks:

Walter Ramsey conducted reference reviews of Diversified Construction Services, LLC with two clients: Town of Lunenburg and Agawam Housing Authority. Both provided positive reviews in terms of professionalism, workmanship, and project execution.

#### RECCOMENDATION:

To issue a notice of award to **Diversified Construction Services ,LLC of Amherst, MA** for the Montague Center Library Window Replacement Project for a lump sum fee of **\$132,829.00**.

**Timeline:** Work is anticipated to be complete by July 1, 2024.



## COMMONWEALTH SITE READINESS PROGRAM TECHNICAL ASSISTANCE GRANT AGREEMENT

THIS GRANT AGREEMENT (the “Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”), between MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a Massachusetts body politic and corporate established and existing under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, Boston, Massachusetts 02110 (“MassDevelopment”), and the TOWN OF MONTAGUE a Massachusetts municipality having a mailing address at One Avenue A, Turners Falls, Massachusetts 01376 (the “Recipient”) MassDevelopment and Recipient are sometimes referred to herein individually as a (“Party”) and collectively as the (“Parties”).

### RECITALS

WHEREAS, the Site Readiness Program (“the Program”) was created pursuant to *An Act Relative to Job Creation and Workforce Development*, 2016 Mass. Acts c. 219, § 2A (the “Enabling Legislation”) to fund site assembly, site assessment, predevelopment permitting and other predevelopment marketing activities that enhance a site’s readiness for commercial, industrial or mixed use development; and

WHEREAS, MassDevelopment’s Board of Directors voted to approve guidelines for the Program on January 12, 2017 and amended and ratified those guidelines on June 8, 2017, September 13, 2018, and October 10, 2019; and

WHEREAS, on September 14, 2023 MassDevelopment’s Board of directors approved a Program award on behalf of the Recipient; and

WHEREAS, the Recipient desires to improve site readiness at 20 Canal Road and 8 Canal Road, Turners Falls, MA (the “Site”); and

WHEREAS, this Agreement is entered into for the public purpose, consistent with the Enabling Legislation and the Program’s guidelines, of assisting the Recipient in advancing the design of the Turners Falls Canal District Riverfront master plan to improve site readiness at the Site (the “Project”); and

WHEREAS, the Recipient and MassDevelopment agree that the Recipient will contract with Tighe & Bond, Inc. (collectively, the “Consultant Team”) to provide certain services in connection with the Project as further described in **Exhibit A** attached hereto and made part hereof (the “Services”); and

WHEREAS, the Recipient and MassDevelopment intend by this Agreement to establish clearly articulated responsibilities expressly agreed upon by both parties.

## TERMS

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. MassDevelopment's Obligations.

- (a) MassDevelopment shall allocate and expend up to One Hundred Thirty Two Thousand Seven Hundred and 00/100 Dollars (\$132,700.00) in the delivery of the Services, exclusive of the expenses and costs of its staff time (the "MassDevelopment Funds"). The amount of the MassDevelopment Funds actually disbursed that have not already been repaid to MassDevelopment are referred to as the "Disbursed Funds."

2. Recipient's Obligations.

- (a) The Recipient shall retain, manage, and oversee the performance by the Consultant Team of the Services.
- (b) Recipient shall cause the Consultant Team to perform the Services in a professional, competent, and timely manner. Recipient shall email approved Consultant Team invoices to the Project Manager at MassDevelopment within ten (10) business days of receipt in order to ensure timely payment of the Consultant Team and avoid late payment fees. MassDevelopment will submit reimbursement checks made out to [Recipient] in the amount of the approved invoice and will send the reimbursement check to the Recipient. Project Manager Designations are outlined in section 4 below. Recipient shall be liable for any late payment fees where invoices are submitted for payment to MassDevelopment more than ten business days after receipt by Recipient. Recipient shall include a brief written project update memo with each invoice submission to MassDevelopment that includes information on project status, work percentage complete, and completion timeline.
- (c) Recipient shall comply with MassDevelopment's "Contractor Policy" (attached hereto as **Exhibit C** and made a part hereof), which requires that the Recipient or its affiliates have not and will not enter into a contract for work financed by MassDevelopment with any vendor or contractor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, and the Federal Government (the "Debarment Lists"). It is the policy of the Commonwealth and MassDevelopment to promote equity of opportunity in state contracting; and, to that end, to encourage full participation of Diverse Business Enterprises (as defined below) in all areas of state contracting pursuant to Executive Orders 565, 523, and 526. For purposes of this section, "Diverse Business Enterprise(s)" means a minority-owned business enterprise ("MBE"), women-owned business enterprise ("WBE"), veteran-owned business enterprise ("VBE"), or service-disabled veteran-owned business enterprise ("SDVOBE"). MassDevelopment strongly encourages the use of Diverse Business Enterprises as contractors, subcontractors, consultants, subconsultants, and suppliers. Lists of Diverse Business Enterprises certified or

verified by the Supplier Diversity Office are located at [www.mass.gov/sdo](http://www.mass.gov/sdo).

- (d) Until the Services are complete, the Recipient shall provide biannual update reports to MassDevelopment that include project goals, updates, and timelines; the biannual reports are due on or before June 1 and December 31 of each calendar year.
- (e) Recipient shall cause the Consultant Team to perform the Services in a professional, competent, and timely manner.
- (f) Recipient hereby represents and warrants that:
  - (i) The Disbursed Funds shall be used exclusively for the Services and Site acquisition.
  - (ii) The Recipient has the legal power and authority to enter into and perform this Agreement and any related documents in which it is named as a party, to fulfill its obligations set forth herein and therein and to carry out the transactions contemplated hereby and thereby.
  - (iii) This Agreement and any other documents delivered to MassDevelopment by the Recipient pursuant hereto are the legal, valid and binding obligations of the Recipient, enforceable against the Recipient in accordance with their respective terms. There are no actions, suits, proceedings, adverse findings or investigations pending or, to the knowledge of the Recipient, threatened, anticipated or contemplated (nor, to the knowledge of the Recipient, is there any basis therefor) against or affecting the Recipient before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that call into question the validity of this Agreement or any action taken or to be taken in connection with the transactions contemplated hereby;
  - (iv) Each of the representations and warranties of this section shall survive the termination of this Agreement and to the extent permitted by law, Recipient shall indemnify and hold harmless MassDevelopment and any members, officers, employees, or directors thereof (the "Indemnitees") from and against all loss, expense or liability directly or indirectly resulting from the breach thereof, including, without limitation, the cost of defending or settling any claim arising therefrom against the Indemnitees.
- (g) The Recipient shall reimburse MassDevelopment for the Disbursed Funds as follows:
  - (i) If the Site or any portion thereof is sold, conveyed, gifted, demised, ground leased, otherwise transferred, or refinanced, and as a result, Recipient, or any affiliate, receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, and sale of the Site or of the portion of the Site transferred (the "Net Proceeds"), then Recipient shall reimburse MassDevelopment the full amount of the Net Proceeds, in an amount up to the Disbursed Funds. In the event of a ground lease or other stream of income derived from the Site, Recipient shall provide MassDevelopment with relevant agreements and a

cash flow statement and MassDevelopment and Recipient shall agree on repayment terms regarding Disbursed Funds taking into account the project debt of the Recipient. This Section 2(g)(i) shall only apply from the Effective Date established above through 11:59 P.M. on the date 30 years thereafter, but shall survive the earlier expiration or termination of this Agreement.

- (h) The Recipient hereby promises to repay the Disbursed Funds in accordance with the foregoing terms and conditions. Recipient further agrees to execute and enter into any and all documents that reaffirm the terms and conditions of this section, as reasonably requested by MassDevelopment, and as relates to the Disbursed Funds and Recipient's obligations hereunder. Attached hereto as **Exhibit B** is a commitment letter from the Recipient agreeing to the foregoing reimbursement obligations.
  - (i) The Recipient shall meet with MassDevelopment staff and/or its consultants on an as needed basis, during the period when the Services are being performed or as MassDevelopment reasonably requests thereafter. The Recipient's Project Manager (as identified in Section 4) shall assist MassDevelopment and its consultants in accessing the assistance of other municipal agencies or staff, as necessary. The Recipient shall work diligently with MassDevelopment in coordinating and resolving any issues that may arise in connection with the Project.
  - (j) The Recipient shall provide annual update reports to MassDevelopment that include Project goals, updates, timelines, Net Proceeds, and Economic Benefit to the Municipality; the annual reports are due on or before July 31 of each calendar year, until the earlier of: (i) the date MassDevelopment has been fully reimbursed for the Disbursed Funds or (ii) from the Effective Date established above through 11:59 P.M. on the date 5 years thereafter.
3. Contracts with Third Parties. If the parties agree that MassDevelopment shall retain, manage and oversee the performance by the Consultant Team of the Services, MassDevelopment, with the prior consent of the Recipient, may contract or subcontract with third parties, consistent with any applicable procurement laws, rules, or regulations, for goods and services, permitting services, urban design services, and other consulting services for all activities that MassDevelopment deems necessary or desirable in the course of performing the Services.
4. Project Personnel. Both MassDevelopment and the Recipient have designated the following persons to serve as Project Manager to support effective communication between MassDevelopment and the Recipient and to report on the Project's progress:

For MassDevelopment:

Name: Ben Murphy, Vice President Real Estate  
Telephone: (413) 731-8848 X1358  
E-mail: bwmurphy@massdevelopment.com

For Recipient:

Name: Walter Ramsey, Assistant Town Administrator  
Telephone: (413) 863-3200  
E-mail: assistant.townadmin@montague-ma.gov

5. Ownership and Use of Materials. All materials produced by MassDevelopment, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets, and articles (“Documentary Materials”), shall be the property of MassDevelopment, and shall appropriately designate MassDevelopment as the owner. MassDevelopment shall make these materials available to the Recipient for economic development purposes. Upon full repayment of the Disbursed Funds, ownership of the Documentary Materials shall transfer to the Recipient.
6. Term. The term of this Agreement shall commence upon the Effective Date established above and shall expire on June 30, 2025.
7. Survival. The provisions of this Agreement, which expressly or by their nature survive expiration or termination of this Agreement, will remain in effect after the termination of this Agreement.
8. Compliance with Laws. In connection with this Agreement, the Parties shall, and shall require all of their employees, contractors, and agents to, comply with all federal, state, and local laws, regulations, rules, ordinances, and orders of any kind that are applicable to the performance of the Services.
9. MassDevelopment Liability.
  - (a) In no event shall MassDevelopment be held liable with respect to:
    - (i) Any contract entered into with a third party by the Recipient relating to the subject matter of this Agreement or otherwise;
    - (ii) Any recommendations, proposals, suggestions, comments, or actions taken or omitted in connection with this Agreement, unless MassDevelopment is grossly negligent; or
    - (iii) Any work performed by any contractor as part of the Services provided under this Agreement.
  - (b) MassDevelopment shall have no obligation to perform, or have performed, any work described in the Services with internal staff resources, nor shall MassDevelopment be obliged to incur any costs if the Recipient shall unreasonably fail to provide MassDevelopment with material information necessary to deliver the work described in the Services.
  - (c) MassDevelopment shall have no obligation to perform, or have performed, any particular work described in the Services if it determines, in its sole discretion, that doing so is beyond the scope of this Agreement or is otherwise inadvisable or impractical.
10. Assignability. The parties agree not to assign any rights or interests arising under this Agreement or make any person a third party beneficiary of this Agreement, without obtaining, on each occasion, the prior consent of the other party, which consent may be withheld for any reason or for no reason, in such party’s sole and absolute discretion.

11. Nature of Relationship; Independent Contractor.

- (a) The parties acknowledge that MassDevelopment is providing services solely for public purposes as set forth herein and that no agency, partnership, joint venture or other ownership relationship is intended to be or is created by this Agreement, and, except as is expressly set forth herein, MassDevelopment shall act as an independent contractor pursuant to this Agreement.
- (b) MassDevelopment's participation in this Agreement in no way obligates any further action or financial assistance by MassDevelopment with respect to the Project or the Recipient.
- (c) MassDevelopment understands that it has no authority to make or imply any commitments, which are binding upon the Recipient.
- (d) The parties understand and agree that the ultimate feasibility or economic viability of the Project, or any other project arising out of this Agreement is not being guaranteed or assured by MassDevelopment or the Recipient. Notwithstanding the foregoing, the parties acknowledge they have a special relationship with a duty of loyalty and a duty to act in good faith toward each other.

12. Notices. All notices shall be in writing and shall be deemed given when delivered by hand or when deposited in the United States Postal Service via certified or registered first class mail, return receipt requested, or via overnight delivery with confirmation of process and shall be addressed as follows:

To MassDevelopment:                      Massachusetts Development Finance Agency  
99 High Street, 11<sup>th</sup> Floor  
Boston, Massachusetts 02110  
Attention: Executive Vice President Real Estate

With a copy to:                              Massachusetts Development Finance Agency  
99 High Street, 11<sup>th</sup> Floor  
Boston, MA 02110  
Attention: General Counsel

To the Recipient:                            Town of Montague  
One Avenue A  
Turners Falls, MA 01376  
Attention: Town Administrator

Either party may change any of its notification information for the purpose of this section by giving the other party prior notice thereof in accordance herewith.

13. Termination.

- (a) This Agreement may be terminated:
  - (i) At any time, upon the mutual written agreement of MassDevelopment and the Recipient;

- (ii) At the option of MassDevelopment, for any reason or no reason, upon no less than 60-days' written notice to the Recipient; or
    - (iii) By either MassDevelopment or the Recipient, upon the other party's failure to perform or observe any of its obligations under this Agreement (a "Default"), after a period of 30 days or the additional time, if any, that is reasonably necessary to promptly and diligently cure such failure, after such defaulting party receives notice from the non-Defaulting party setting forth in reasonable detail the nature and extent of the failure and identifying the applicable provisions of this Agreement.
  - (b) Upon notice of a Default under this Agreement, the non-defaulting party shall have no further obligation to the defaulting party under this Agreement until and unless the default is cured.
  - (c) Upon an event of Default under this Agreement beyond any applicable grace period, this Agreement shall be terminated. In the event of such termination, MassDevelopment shall pay the Consultant Team for any unpaid amounts of their respective invoiced services. Termination of this Agreement for any reason shall not release either party from any accrued liability to the other party. A party's right to terminate this Agreement as provided herein shall be without prejudice to any other rights provided to it by law or in equity.
14. Publicity. Each of the parties agree not to make, issue, or cause to be made, press releases or other publicity concerning this Agreement or the Project, without the prior consent of the other parties.
15. Exculpation. There shall be absolutely no personal liability on the part of MassDevelopment or the Recipient or on the part of any of its/their employees, agents, subcontractors, invitees or guests for monetary damages with respect to terms, covenants, and conditions of this Agreement; this exculpation of personal liability is to be absolute and without exception.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict-of-law rules.
17. Entire Agreement. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda and other written and oral communications, and it contains all the terms agreed on by the parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by MassDevelopment and the Recipient.
18. Limitation of Rights. Nothing contained herein shall be construed to confer upon any person other than the parties hereto any rights, remedies, privileges, benefits, or causes of action to any extent whatsoever.
19. Authority to Enter Agreement. Each signatory to this Agreement represents and warrants to the other that it has full power, and has taken all necessary action, to authorize the execution, delivery, and performance of this Agreement, and this Agreement constitutes the legal, valid,

and binding obligation of such party enforceable in accordance with its terms.

20. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.
21. Counterparts: Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Assignment. Any party delivering an executed counterpart of this Agreement by electronic means also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.
22. Dispute Resolution. The parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Montague Town Administrator and the Executive Vice President-Real Estate for MassDevelopment, who shall use their respective best efforts to resolve such dispute. In the event that the parties cannot resolve a dispute by such informal negotiations, the parties agree to submit the dispute to mediation. Within 45 days following the date on which the dispute was first identified, the parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the parties fail to agree upon a mediator, the parties shall request the American Arbitration Association to appoint a mediator. The mediation shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The parties shall be responsible for equal shares of the costs associated with locating and obtaining the services of a mediator (the "Mediation Costs"). The period for mediation shall commence upon the appointment of the mediator and shall not exceed 30 days, unless such time period is modified by mutual agreement. In the event that (i) the actual Mediation Costs exceed \$5,000 per party, or (ii) the period for mediation exceeds the 30-day period specified above, then either party shall have the option to withdraw from all mediation proceedings without penalty, and the parties may seek redress in whatever forum may be available to them under applicable law. Notwithstanding the foregoing, in the event that the nature of the parties' dispute is such that one or both parties are likely to suffer irreparable harm, such party or parties may seek immediate judicial relief without resorting to the mediation process described above.

*[Remainder of the page is intentionally blank]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

**MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY**

Approved as to form:

\_\_\_\_\_  
Agency Counsel

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

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

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

**TOWN OF MONTAGUE**

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

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

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

*[Signature page for SRP Technical Assistance Grant Agreement between MassDevelopment and Town of Montague]*

**EXHIBIT A**

**SCOPE OF SERVICES**

225003012  
May 25, 2023

Mr. Walter Ramsey, AICP  
Asst. Town Administrator  
Town of Montague  
One Avenue A  
Turners Falls, MA 01376

Re: **Proposal for Building Demolition and Site Redevelopment at the Strathmore Mill Complex, Turners Falls, Massachusetts**

Dear Walter:

It is our understanding that the Town of Montague plans to continue advancing their Strathmore Mill Redevelopment Master Plan in 2023. To support this endeavor, Tighe & Bond was requested by the Town to revisit our initial 2018 Strathmore Mill Site Wide Abatement and Demolition Design and update/incorporate several additional demolition and redevelopment considerations. This request also includes incorporating an adjoining land parcel (parcel 2) into the site wide revitalization plans, adding Buildings 1, 2 and 4 to the demolition scope, and incorporating other post demolition civil/site improvements that were recently developed and made part of the Dietz & Co Architects *March 2023 Visioning Phase Report for the Canal District Master Plan* which contains several post building demolition revitalization considerations for the property.

In summary, the Town is requesting us to re-visit our initial demolition contract documents and prepare an updated version to include:

- Incorporating the 2019/2020 results of remediation efforts involving extensive asbestos and hazardous materials abatement and stack demolition.
- Adding demolition of Buildings 1, 2 and 4 to the demolition scope.
- Assessing the structural design/envelope improvements around Building 9 (hydro plant to remain) and tail race 2 which will also remain.

Our revised scope of services will also include:

- Re-evaluation of the existing Beneficial Use Determination (BUD) and updating it to include additional building demolition scope and new redevelopment considerations.
- Submitting new historical and wetland/rare species permit applications incorporating the revised demolition scope and parcel 2.
- Meeting with First Light (property and canal/canal access stakeholders) to discuss their previous review comments and understand their needs associated with the canal retaining wall, the Hydro plant to remain, and plans for the utility bridge demolition.
- Advancing the site improvement concepts presented in the Dietz & Co March 2023 Master Plan to a 25% schematic design level.
- Preparation of a revised Opinion of Probable Project Cost (OPPC).

Due to the complexity of accessing the areas needed for exploration, we have currently excluded geotechnical services.

This revised information (with the exception of the post demolition civil/site schematic design) will be incorporated into and made part of a new set of Contract Documents, contingent upon evolving site access/safety requirements. These will serve as a replacement to our 2018 Contract Documents. The revised documents will not include detailed front end Division 0 sections as they will be shelved until such time appropriate funding is available to activate the project and advance to bidding.

**TASK 1 – Incorporate New Demolition Design Elements and Update Contract Documents / Drawing Set.** The Town has identified several site-specific elements that require on-site inspection followed by incorporating those site findings into the revised contract documents package. Enclosed are details of these additional services to be performed under TASK 1.

**Task 1A - Incorporate Recent Abatement / Demolition Efforts:** Tighe & Bond will incorporate results of remediation efforts stemming from the 2020 site wide asbestos, hazardous materials abatement, and stack demolition contract work into the revised set of 2023 contract documents.

**Task 1B - Incorporate New Demolition Efforts:** Tighe & Bond will incorporate requirements for abatement and demolition of Buildings 1, 2 and 4 into the revised set of 2023 contract documents.

**Task 1C - Revise Existing Beneficial Use Determination (BUD):** In June 2019, MassDEP issued a Beneficial Use Determination (BUD) permit for the project, as designed at that time (i.e., only partial building demolition), for the use of processed coated/painted concrete and brick rubble materials as backfill on site. Per MassDEP's BUD permit conditions, that permit expired in June 2021 since there was no activity at the site. With the project change including demolition of Buildings 1, 2, and 4, Tighe & Bond will prepare a revised BUD permit application for submittal to MassDEP for approval. This will require a site visit by Tighe & Bond to review and sample the additional BUD materials to be generated from the future building demolitions. For this proposal, we assume that MassDEP will not require a site visit/meeting during their permit application review process.

**Task 1D - Revise Existing Historical and Wetland/Rare Species Permitting:** Tighe & Bond will prepare and submit a new historical filing with MHC and a new Notice of Intent for the revised project. This Task will include incorporating the new site parcel #2 into the project impacts detailed in the filings. Below is a permit status list and the scope items required to complete the new filings.

#### **Order of Conditions (OOC) - MA Wetlands Protection Act**

- Issued on 5/13/2019 – Valid through 8/18/2023
  - Our scope includes closeout of the existing Order of Conditions through a Request for Certificate of Completion, and preparation and submittal of a new Notice of Intent incorporating the revised scope of project impacts. We have included one site visit with the Conservation Commission and attendance at two hearings in support of the project.

**MESA Determination of No Adverse Effect (MA WPA) / Conditional Approval (MESA)**

- Issued on 5/2/2019 – Valid through 8/7/2025
  - Our scope includes the required coordination with MESA as part of the new Notice of Intent application process.

**MHC Determination**

- 5/24/2019 - Determination of Adverse Effect relative to demolition of buildings on the State Register previously received.
  - Our scope includes submission of an updated Project Notification Form, coordination with the MA Historical Commission, negotiation of a Memorandum of Agreement, and preparation of MHC Inventory Form A.

**Task 1E - Structural Improvements:**

**Building 9:** Tighe & Bond understands that Building 9 will continue to remain operable once all specified Buildings are demolished. Due to the demolition of Buildings 2, 4, and 5, which are directly adjacent and interconnected to Building 9, several building envelope improvements are necessary.

Since the site is proposed to be backfilled up to the Canal Road elevation, the East & West walls of Building 9 will not only become exterior walls but will be required to resist significant lateral soil loads. We had previously developed details for reinforced concrete retaining walls for the East side of Building 9, and similar details will be required for the West side. In order to complete the new retaining wall design, geotechnical subsurface explorations will need to be completed to identify the soil or rock conditions that the new walls will be bearing on, therefore we anticipate these details to be advanced only to an approximate 75% completion level. Due to the complexity of accessing the areas needed for exploration, we have currently excluded geotechnical services from our scope.

Demolishing Building 2 will require a full replacement of the North wall of Building 9. From our 2018 investigations, it appears the North wall of Building 9 was actually constructed as part of Building 2, and several openings were cut into the wall to allow access between Buildings 2 and 9. These openings have compromised the overall continuity of the wall, and the removal of Building 2 will further compromise the structural integrity of the wall. Therefore, we anticipate that the North side of Building 9 will require a new wall (and likely a new foundation to support the wall). We have currently included developing sections and details for the new North wall and foundation, based on the information we have on the buildings. Final design of the wall will also require geotechnical explorations; therefore, we anticipate these details will also be advanced to an approximate 75% completion level.

Replacement of the North wall of Building 9 will be considered an “alteration of space” under the International Existing Building Code (IEBC). This level of alteration under the IEBC will trigger numerous additional building upgrades to be in compliance with the building code. These modifications could include, means of egress, lateral bracing, fire protection, and mechanical, electrical, or plumbing improvements. We currently included a review of the IEBC in this scope and will provide the Town with a summary report of the building modifications that will be required by the proposed alteration of Building 9. Design or detailing of these improvements is currently not included in the scope of this proposal.

We will complete a supplemental assessment of Tail Race #2, which is planned to remain active, to identify any new deficiencies since last assessed in 2018 and will provide the Town with an updated conditions assessment memorandum. The design or detailing of any recommended improvements is currently not included in the scope of this proposal.

**Canal Wall:** We will meet with First Light to conduct further investigations of the canal wall and make recommendations for structural improvements. Due to existing building conditions, the canal wall assessment will be limited to only areas that can be safely accessed. Please note interior access to the Building 9 Hydro Plant will be required for the evaluation of the wall.

Based on our evaluation of the wall and the proposed site modifications, we will develop sections and details to reinforce the canal wall from the land side. We anticipate this to be a reinforced concrete wall, similar to that along the East and West sides of Building 9. Also similar to the design of those walls, geotechnical information will be needed to complete the design of the new walls, therefore we anticipate these details to be advanced to an approximate 75% completion level.

**Task 1F, Coordinate with First Light (Canal, Canal Road and Building 9 Owner):**

To advance the Site Improvements project, it is imperative that a coordination meeting with First Light representatives is planned at the early stages of the project. The focus of this meeting is to understand infrastructure needs associated with First Light's Hydro plant Building 9 that will remain. We will also make reference to plans associated with the proposed utility bridge demolition spanning over the canal, which will be undertaken by First Light, in the revised contract documents. We are assuming that First Light is amenable to meeting with us and will help coordinate the proposed additional efforts and provide us with access to their building. In the event communication between parties is in some way disrupted or does not result in an agreed upon plan to advance certain project elements, we will not be held responsible for delays with deliverables or incomplete design components as a result. We expect that the Town will accommodate and participate with these discussions and will continue to help advance the planning and coordination necessary between parties.

**TASK 2 – North End Riverfront Park Design and Site Improvements Schematic Design**

It is our understanding that the Town is seeking further advancement of the master planning associated with riparian area restoration, design of a looped walking path, integration of the 8 Canal Road former silo and foundry foundation elements, and site safety features including fencing and security needs. These design elements were generally established as part of the previous planning project but will be further developed as part of this effort.

In this initial phase of design, we will advance the conceptual site plan and preferred design elements provided by the Town in the 2023 Canal District Master Plan Study for 8 and 20 Canal Road, to a level that will allow us to identify the site constraints and resources, the land use and environmental impacts of the development on those resources, and the appropriate mitigation efforts that will also include safety and security concerns. It is anticipated that the design will include recreational walking paths, vegetation and riparian area restoration, inclusion of remaining site features and safety elements given the site's location. Using the topographic survey and conceptual layout provided by the Town, we will develop schematic design (SD) level drawings including the following anticipated sheets:

- Legend and General Notes (1 sheet)

- Existing Conditions Plan (2 sheets)
- Site Layout Plan (2 sheets)
- Site Surface Demolition/Preparation Plan (2 sheets)
- Site Grading and Drainage Plan (2 sheets)
- Site Landscape Plan (2 sheets)
- Site Utility Plan (2 sheets)
- Soil Erosion and Sedimentation Control Plan (2 sheets)
- Site Details (2 sheets)

Because the site includes redevelopment and is currently largely impervious, the stormwater design effort for the project will be intended to provide improvements as much as possible, including low-impact design features, such as rain gardens, to treat and mitigate stormwater on the site. The SD drawings will be provided to the Town for review and further coordination with various disciplines as the project advances. In person attendance at two public meetings to present the design and solicit comments is included in the scope of this proposal.

### **Services Not Included**

The following services are not currently included in the scope of this proposal. If these services are required, we will gladly modify our proposal accordingly.

- Topographic or property survey.
- Final structural calculations or analysis of the required structural improvements or modifications to Building 9.
- Subsurface explorations and geotechnical engineering.
- Development of MassDEP Non-Traditional Work Plans for the abatement of co-mingled asbestos containing materials.
- LSP Services.
- Utility relocation design services.
- Attendance at Conservation Commission related meetings (including Conservation Commission public hearing(s) and/or site walks) other than those noted.
- Construction administration or observation services
- Bidding services
- UST closure services
- BUD closure services (including deed recordation and sampling during construction)
- PCB building sampling
- MHC Photographic recordation services
- Meetings beyond what is noted herein

### **Project Fee**

Tighe & Bond will perform these services for a lump sum fee of \$132,700, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control. For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the Town a better understanding

of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line-item budgets.

**Building Demolition and Site Redevelopment at the Strathmore Mill Complex,  
Turners Falls, Massachusetts**

<b>Task</b>	<b>Description</b>	<b>Projected Labor &amp; Expenses</b>
1A	Incorporate Recent Abatement / Demolition Efforts into New Design	\$8,500
1B	Incorporate New Building Demolition Considerations into New Design	\$10,000
1C	Revise Existing Beneficial Use Determination (BUD) and incorporate into New Design	\$8,500
1D	Historical and Wetland/Rare Species Permitting for Revised Project	\$22,700
1E	Incorporate Building 9 Improvements (Hydro Plant to Remain) and Canal Wall Structural Assessment	\$45,000
1F	Coordination Efforts with First Light (Canal, Canal Road and Building 9 Owner)	\$4,000
2	North End Riverfront Park Conceptual Civil/Site Design	\$34,000
<b>TOTAL PROJECT FEE</b>		<b>\$132,700</b>

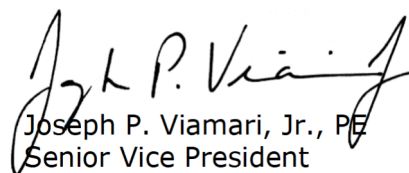
If you have any questions concerning this proposal, please feel free to contact Brian F. Day anytime at 508-471-9603 or at [BFD@Tighebond.com](mailto:BFD@Tighebond.com). If this proposal is acceptable please sign the Acceptance section on the following page and forward the entire proposal to us as authorization to proceed.

Very truly yours,

**TIGHE & BOND, INC.**



Brian F. Day  
Principal Environmental Scientist



Joseph P. Viamari, Jr., PE  
Senior Vice President



**ACCEPTANCE:**

On behalf of the **TOWN OF MONTAGUE** the scope, fee, and terms of this proposal are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Enclosures: Terms and Conditions Rev 4/2020

J:\M\M5003 Montague\012 Revised Strathmore Mill Demo Design\2023 Strathmore Mill Demo and Site Restoration Proposal\Strathmore Mill Re-Design Proposal Final.docx

**[EXAMPLE COMMITMENT LETTER]**

**EXHIBIT B**

***[GRANTEE MUST PROVIDE COMMITMENT LETTER ON LETTERHEAD]***

**SAMPLE COMMITMENT LETTER**

[MUNICIPALITY], a Massachusetts municipal corporation having a mailing address at [ADDRESS] (the “Municipality”) wishes to express support for the [description of project and anticipated impact]. which will pertain to the property located at [ADDRESS] (the “Site”). It is the opinion of the Municipality that assistance through the Commonwealth Site Readiness Program, administered by the Massachusetts Development Finance Agency (“MassDevelopment”), would prepare the site for market and provide significant public benefits, described below.

In signing this letter of support, the Municipality agrees to comply with the applicable terms of the grant agreement issued by MassDevelopment dated [DATE]. Specifically, the Municipality commits to obtain a vote of the City Council in the form substantially similar to the **Sample Vote** attached hereto.

**[INCLUDE IF REPAYMENT APPLICABLE]**

Municipality agrees that if the Site or any portion thereof is sold, conveyed, gifted, demised, ground leased, or otherwise transferred, or refinanced, and as a result of said transaction, the Recipient receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, and sale of the Site or of the portion of the Site, then Recipient shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the Recoverable Grant that has been disbursed and has not already been repaid to MassDevelopment

The signatory to this letter represents and warrants to MassDevelopment that it has full power, and has taken all necessary action, to authorize the execution, delivery, and performance of this letter, and this letter constitutes the legal, valid, and binding obligation of such party enforceable in accordance with its terms.

**[RECIPIENT]**

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

**Name:** \_\_\_\_\_

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

**EXHIBIT B-1**

**SAMPLE VOTE [DO NOT FILL OUT]**

***[ACTUAL VOTE WILL DIFFER BASED ON MUNICIPALITY'S BYLAWS AND  
CIRCUMSTANCES OF THE GRANT]***

**RESOLUTION IN SUPPORT OF THE SITE READINESS GRANT FOR**

**WHEREAS,** the land located at [ADDRESS] (the "Site") has been deemed a site suitable for the site assessment program administered by the Massachusetts Development Finance Agency ("MassDevelopment");

**WHEREAS,** [NAME OF MUNICIPALITY], a Massachusetts municipal corporation having a mailing address at [STREET, MUNICIPALITY, STATE ZIP] ("Municipality") has been awarded a site readiness recoverable grant in the amount of \$\_\_\_\_\_ from MassDevelopment (the "Recoverable Grant") for readiness assistance related to the Site (the "Project");

**WHEREAS,** the Recoverable Grant was formalized through a grant agreement dated [DATE] entered into by and between the Municipality and MassDevelopment (the "Grant Agreement"); and

**WHEREAS,** the Municipality has agreed to repay the Recoverable Grant.

**NOW, THEREFORE,** the [NAME OF MUNICIPAL AUTHORITY] votes as follows:

If the Site or any portion thereof is sold, conveyed, gifted, demised, ground leased, or otherwise transferred, or refinanced, and as a result of said transaction, the Recipient receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, and sale of the Site or of the portion of the Site transferred (the "Net Proceeds"), then Recipient shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the Recoverable Grant that has been disbursed and has not already been repaid to MassDevelopment (the "Disbursed Funds").

**[INSERT NECESSARY CERTIFICATIONS]**

## **EXHIBIT C**

### **MASSDEVELOPMENT CONTRACTOR POLICY**

MassDevelopment must comply with certain laws, including M.G.L. c. 29, § 29F(h), which prohibits public agencies from soliciting or considering offers, bids, or proposals from, and from executing, renewing, or extending any contract with, a debarred or suspended contractor, and prohibits a contractor from contracting for supplies or services from a debarred or suspended subcontractor on any public contract. Agency policy requires that for construction costs financed by the Agency (including Brownfields Program funds), borrowers/grantees must not knowingly engage with vendors listed as debarred or suspended by any of the aforementioned entities. “Vendors” includes construction contractors and construction managers as well as consultants and other individuals or businesses with which a borrower might contract for a project.

The Recipient agrees it will comply with MassDevelopment’s Contractor Policy. By signing below, Recipient agrees that for costs of the Project which are to be financed by MassDevelopment, Recipient or its affiliates have not and will not enter into a contract with any vendor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts’ Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General and the Federal Government (the “Debarment Lists”).

Recipient is required to provide the name of its general contractor or construction manager (if one is engaged) to MassDevelopment at least 10 business days prior to a disbursement. At the time of the disbursement, Recipient must certify that it has checked the Debarment Lists and that for costs of the project financed by MassDevelopment it has not and will not contract with any general contractor, construction manager or other vendor listed on the Debarment Lists. Recipient must also require that its general contractor or construction manager (if one is engaged) certify in the contract with applicant for MassDevelopment financed work that the general contractor or construction manager: (i) will check the Debarment Lists before directly engaging a subcontractor or other vendor; and (ii) has not and not will contract directly with a subcontractor or other vendor listed on a Debarment List. The certification in the general contractor or construction manager contract shall further provide that general contractor or construction manager understands and acknowledges that noncompliance may result in debarment from future MassDevelopment funded projects for a period of one year from the date of written notification of noncompliance. The form of Contractor’s certification is below.

If Recipient cannot make the above certifications at the time of disbursement, MassDevelopment reserves the right not to proceed with the Recipient’s disbursement. MassDevelopment will not advance any proceeds against requisitions for payment of vendors that MassDevelopment learns were debarred or suspended at the time the relevant contract was created.

The Commonwealth’s Department of Capital Asset Management and Maintenance has a webpage with a link to the above named lists, <https://www.mass.gov/debarred-suspended-or-decertified-contractors>.

### **CONTRACTOR POLICY CONTRACT LANGUAGE INSERT**

General Contractor and subcontractor[s] certify that neither is listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, or the Federal government (the "Debarment Lists").

General Contractor and subcontractor[s] agree to review the Debarment Lists before soliciting or considering bids, contracting or negotiating with any sub-contractor for work under this agreement and [Contractor] will not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists.

General Contractor and subcontractor[s] agree that any sub-contracts for work under this agreement will: (i) include a certification that the sub-contractor is not listed as debarred or suspended on the Debarment Lists, and (ii) require that the sub-contractor confirm that it will review the Debarment Lists and not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists.



# *Selectboard* Town of Montague

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

## **EXHIBIT B**

### **SITE READINESS GRANT COMMITMENT LETTER**

Montague a Massachusetts municipal corporation having a mailing address at 1 Avenue A, Turners Falls, MA 01376 (the "Municipality") wishes to express support for the Site Readiness Program Grant to fund site assembly, site assessment, predevelopment permitting and other predevelopment marketing activities that enhance a site's readiness for commercial, industrial or mixed use development at 20 Canal Road and 8 Canal Road, Turners Falls, MA (the "Site"). It is the opinion of the Municipality that assistance through the Commonwealth Site Readiness Program, administered by the Massachusetts Development Finance Agency ("MassDevelopment"), would prepare the site for market and provide significant public benefits, described below.

In signing this letter of support, the Municipality agrees to comply with the applicable terms of the grant agreement issued by MassDevelopment dated 2/29/2024. Specifically, the Municipality commits to obtain a vote of the Selectboard in the form substantially similar to the resolution attached hereto.

Municipality agrees that if the Site or any portion thereof is sold, conveyed, gifted, demised, ground leased, or otherwise transferred, or refinanced, and as a result of said transaction, the Recipient receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, and sale of the Site or of the portion of the Site, then Recipient shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the Recoverable Grant that has been disbursed and has not already been repaid to MassDevelopment

The signatory to this letter represents and warrants to MassDevelopment that it has full power, and has taken all necessary action, to authorize the execution, delivery, and performance of this letter, and this letter constitutes the legal, valid, and binding obligation of such party enforceable in accordance with its terms.

**TOWN OF MONTAGUE**

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

**Name:** Richard J. Kuklewicz

**Title:** Selectboard Chair

## **EXHIBIT B-1**

### **RESOLUTION IN SUPPORT OF THE SITE READINESS GRANT FOR**

**WHEREAS**, the land located at 20 Canal Road and 8 Canal Road, Turners Falls, MA (the “Site”) has been deemed a site suitable for the site assessment program administered by the Massachusetts Development Finance Agency (“MassDevelopment”);

**WHEREAS**, Montague, a Massachusetts municipal corporation having a mailing address at 1 Avenue A, Turners Falls, MA 01376 (“Municipality”) has been awarded a site readiness recoverable grant in the amount of One Hundred Thirty Two Thousand Seven Hundred and 00/100 Dollars (\$132,700.00) from MassDevelopment (the “Recoverable Grant”) for readiness assistance related to the Site (the “Project”);

**WHEREAS**, the Recoverable Grant was formalized through a grant agreement dated [DATE] entered into by and between the Municipality and MassDevelopment (the “Grant Agreement”); and

**WHEREAS**, the Municipality has agreed to repay the Recoverable Grant.

**NOW, THEREFORE**, the Town of Montague votes as follows:

If the Site or any portion thereof is sold, conveyed, gifted, demised, ground leased, or otherwise transferred, or refinanced, and as a result of said transaction, the Recipient receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, and sale of the Site or of the portion of the Site transferred (the “Net Proceeds”), then Recipient shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the Recoverable Grant that has been disbursed and has not already been repaid to MassDevelopment (the “Disbursed Funds”).

### **TOWN OF MONTAGUE**

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

**Name:** Richard J. Kuklewicz

**Title:** Selectboard Chair

## StevenE - Montague Town Administrator

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**From:** Eversource  
**Sent:** Thursday, February 29, 2024 10:59 AM  
**To:** StevenE - Montague Town Administrator  
**Cc:** Kane, Michael F; WendyB-Montague Selectboard  
**Subject:** RE: Double Pole Map and Status Update - Select Board

Good Morning Steve,

Below is a summary of transfers and shows whose queue they are in. Eversource currently has 19 poles that are ready to be pulled, 17 of the 19 just came into our queue in the past few days. The other 2 poles should be pulled by the end of this week. The new list will be going out to our contractor to be pulled shortly. I will be providing Comcast a copy of their pending list for transfers, recognizing several have just been moved into their queue.

The Transfers are as follows:

Next To Go	Street1	Total
Comcast	2nd St	2
	6TH ST	2
	7th St	3
	COURT SQ	1
	GRAND AVE	1
	GREENFIELD ROAD	2
	KELLS RD	1
	MAIN	1
	MAPLE ST	1
	MILLERS FALLS RD	3
	MONTAGUE CITY ROAD	1
	MONTAGUE STREET	1
	NORTH LEVERETTE RD	46
	S PROSPECT ST	2
	SANDY LANE	1
	SOUTH ST	1
	TAYLOR HILL ROAD	1
	TURNERS FALLS RD	2
	UNITY ST	1
	WEST ST	1
Comcast Total		74
Eversource	3rd St Alley	1
	FEDERAL ST	17
	WENDELL	1
Eversource Total		19
Verizon	FEDERAL ST	1
	GREENFIELD RD	4
	GREENFIELD ROAD	6
Verizon Total		11
Grand Total		104

Please let me know of any questions.

Thank you,  
 Stacey



**2023 SELECTBOARD ANNUAL REPORT**  
**FOR THE TOWN ANNUAL REPORT – CONTENT OUTLINE**

Introduction

HR and Town Finances

- Fully Staffed SB office
- HR Office Integration
- Initiated Classification and Compensation Study
- Financial Position and Reserves
- Tax Rate Management (Excess Capacity)
- Completion of 6-Year Capital Plan

Priority Projects in 2023

- Collections System Capacity and Compliance
- Canal District Redevelopment/Strathmore Demolition Funding
- Farren Property Acquisition Work and Redevelopment Visioning
- Affordable Housing Development
  - First Street RFP with Habitat for Humanity
  - Phase 2 EA for Powers Street
  - Housing Hero Award

Grant Making and Management (approx. \$3.3M in grant activity)

- Supported development of USDA Grant and Loan for CWF Screw Pumps
- Secured One-Stop Rural Development Fund Grant for Avenue A CSO Improvements
- Secured One-Stop Site Readiness Grant for Strathmore Demo Design
- Secured or supported numerous other small grants

Active Implementation of Infrastructure & Facility Improvements

- Completion of Burn Dump Cap
- Completion of Shea and Colle Roof Replacements
- Began Montague City Road Improvements
- Set Spending Plan and Initiated ARPA projects
  - Montague Center Library Roof and Window Projects
  - Town Hall Solar
  - Unity Skate Park Lighting and Shea Theater Mural

Intergovernmental Engagement

- Represented Montague/Rural MA on EDPC
- Active Members of FC TPO, FRCOG Executive Council, FRTA (through JS)
- Managed Discontinuation and Sale of GMTA Assets

Selectboard Offices Transition Planning

- Thanks to our fabulous Board and SB Office Team
- Note Ellis retirement and succession plan to appoint Ramsey

Expected Length 2 – 2.5 pp.

## 2022 TOWN ANNUAL REPORT -- SELECTBOARD

The Selectboard is pleased to submit its annual report to the Town of Montague for calendar year 2022. The year featured a continued emphasis on recovery from the still-ongoing COVID-19 pandemic, with many operations fully normalized, but with public meetings and other activities continuing to reflect additional precautions. The Town's general budget and operational outlook remained positive, even as the Selectboard works to strengthen its internal processes and resilience of its staffing plan in the face of numerous retirements among key staff in the coming three years.

Most notable in 2022 was an important right-sizing of the capacity of the Selectboard Office, including the hiring of an Assistant Town Administrator and a part-time Administrative Assistant. These additions were funded by the 2022 Annual Town Meeting and staff were in place by November. The goal of this expansion is to expand the office's ability to properly plan, execute and manage the increasingly broad scope of municipal operations and regulatory requirements, and to strengthen our ability to plan, fund, and execute projects that will benefit our community in the decades to come.

The new Assistant Town Administrator (ATA), long-time Town Planner Walter Ramsey, works under supervision of the Town Administrator. In this role he will lead initiatives related to economic and community development, facilities, and infrastructure; with the attendant planning, grant-making, and project management that accompany those endeavors. A highly collaborative position, the ATA will work closely with the Planning and Buildings departments, and will support grant-making and capital project planning and execution initiated by our Parks, Libraries, Clean Water Facility and Public Works departments, in particular. Montague resident, Shayna Reardon, joins the administrative office team, under direction of Executive Assistant, Wendy Bogusz, who also assumed the role of IT Coordinator.

There were many other notable developments over the course of 2022, with the last news of the year – arriving on December 30<sup>th</sup> – among the best. Working through our Congressional Delegation, including Congressman McGovern and Senators Markey and Warren, the Town secured a \$975,000 earmark to accelerate streetscape improvements on Avenue A in Turners Falls. This work complements similar CDBG-funded improvements that were made in front of the Shea Theater, Colle building and storefronts on the east side of Avenue A earlier in the year. These projects will enhance the appeal and accessibility of the downtown business and arts district in support of post-COVID economic revitalization.

The Town's engagement with state legislators and agencies also provided great dividends. MassDOT announced they would expand the scope of the previously planned Sixth Street Bridge replacement, to include replacement of the White and Green bridges that carry vehicles over the power canal between Turners Falls and Greenfield. This \$60M mega-project project will replace failing infrastructure and facilitate Canal District redevelopment, which was the focus of a state-funded master plan and redevelopment study that was completed in fall 2022. Note that this new MassDOT commitment led the Town to reduce the scope of the 5<sup>th</sup> Street Pedestrian Bridge project, focusing it on improvement of the Canal Street intersection, but not replacing the bridge, which would have been made obsolete by the new MassDOT bridge project.

Montague's state legislators, Senator Jo Comerford and Representative Natalie Blais, were key supporters of all of the above grants and initiatives, and also came through with important capital project earmarks in the FY23 state budget. These included \$100,000 for replacement of the Clean Water Facility's antiquated emergency generator, and \$50,000 for replacement of municipal roofs, supplementing budgets for the Town Hall roof replacement project, completed in fall 2022, and the Colle Building and Shea Theater lower roof projects, to be completed in spring 2023.

The Selectboard Office also focused its attention on the needs of our sanitary sewer collection system and its Combined Sewer Overflow (CSO) structures, which are regulated by the EPA and State DEP. Collection system responsibilities have been clarified in the wake of strict new regulations and the Town leveraged a \$150,000 grant from the MA Cleanwater Trust to fund mandated studies of Inflow and Infiltration, and CSO remediation alternatives. These studies, coupled with substantial new CSO and sewer maintenance reporting requirements, highlighted the need for better systems, focus, and capacity to meet regulatory requirements and responsibly manage the system. The purchase of a new Vactor jet truck and robotic sewer camera reflects the focus on building this capacity.

Human Resources was also a major focus of calendar year 2022. The Selectboard office successfully renegotiated contracts with its three union organizations for fiscal years 2023-2025 and saw those contracts funded by Special Town Meeting in October 2022. This was an unusual and challenging negotiation as the country reels from inflation and an extraordinarily tight labor market. Cost of Living Adjustments of 3%, 2.5%, 2.5% were agreed to with all unions in each successive year of the contracts. While generous by historical standards, they were necessary to ensure the Town can retain and attract staff, which is fundamental to effective municipal performance.

The Selectboard Office was also very busy managing the hiring of its two new staff positions, and filling vacancies in the Town Planner and Health Director positions. We were very fortunate to secure the commitment of experienced Town Planner Maureen Pollock, who began in role at the start of 2023, but continued to look for a suitable new Health Director candidate, with that position still vacant at the end of 2022. Department head hiring and retention will remain a critical concern in 2023 and beyond, as the Town enjoys the services of several retirement-eligible staff in leadership positions.

We thank you for your interest in what are only a few of the highlights of the Selectboard's activity in 2022 and we likewise encourage you to read the reports of the Town's many other boards and departments. Above all, we look forward to continuing to work with you to ensure that Montague remains a great place to live, work, and visit.

#### SELECTBOARD

Rich Kuklewicz, Chairman  
Chris Boutwell, Vice Chair  
Matthew Lord, Clerk

#### STAFF

Steven Ellis, Town Administrator  
Walter Ramsey, Assistant Town Administrator  
Wendy Bogusz, Executive Assistant  
Shayna Reardon, Administrative Assistant

To: Selectboards, Fincoms and Town Administrators/Coordinators  
 From: Alan Genovese, Chair, Six Regionalization Planning Board  
 Greg Snedeker, Vice Chair/Secretary/Treasurer  
 Cc: Planning Board Members  
 Date: February 11, 2024  
 Regarding: Next Step in the Planning Board Process

We want to begin by recognizing each of you for your support and foresight in exploring the possibility of creating a new Regional School District. Because of the pandemic and other factors it has been a longer process than expected. On January 3rd the Planning Board voted to recommend creating a new regional district agreement for the Towns to consider in the Spring of 2025. We need your help in developing this governing document by having representatives serve on a Planning Board District Regional Agreement Subcommittee (DRAS).

In an effort to keep this subcommittee manageable, the Planning Board will appoint no more than 3 of its members to serve with two representatives from each town. **We are asking for the Selectboards to solicit and recommend individuals who wish to work on this Subcommittee.** The Planning Board will then be required to officially appoint these members.

These subcommittee meetings will be held remotely. If an in-person meeting is needed, it would be held in one of our towns with the subcommittee deciding on its location. It is our expectation that a proposed District Regional Agreement will be completed by February 2025.

Basically, we expect much of the “heavy lifting” to be done by the consultant(s), with the inclusion of ideas, suggestions, and consensus from conversations coming from DRAS. The Planning Board will review/deliberate/vote on the recommendations of the DRAS when necessary and eventually vote on a final proposed District Regional Agreement. The consultant(s) will also be required to include legal review, and the school committees will be encouraged to do the same. The consultants will also be required to keep the Department of Elementary and Secondary Education (DESE) in the loop to be sure issues are resolved to their satisfaction.

It is expected that the consultant will draft a document identifying the common areas in the existing agreements (PVRSD and GMRSD) and suggest language for the various alternatives permissible by regulations and state law. The consultant will also review the proposed Regional District Agreement that PVRSD has been working on since the HEART Committee’s proposed Regional Agreement.

On our behalf, the Gill-Montague Regional School District put out a price quote for a Public School Regionalization Planning Consultant to work with the DRAS with a due date of February 22, 2024. **The Planning Board has scheduled a meeting for Thursday, February 29 (a leap year, how apropos) and, if plans go accordingly, will award a consultant’s contract and appoint members.** (if possible)

**Please forward the names of individuals interested in serving to Greg Snedeker [gsnedeker@gmail.com](mailto:gsnedeker@gmail.com), cc Alan Genovese at [supergee275@gmail.com](mailto:supergee275@gmail.com), and include the individual's contact information for the purpose of correspondence and meeting invitations.**

**Informational Note:** Dorinda Bell-Upp and Greg Snedeker, with the help of a web designer, are in the process of planning and creating a new website for the STRPB. This will be better organized, easier to navigate, and condense/summarize the information on our current site to make it easier to access pertinent documents in the months ahead. Our goal is to keep the public informed.

Thank you in advance for helping us with this important work.



## ANNE STUART

May 20, 1968 - February 6, 2024

Memorial Service: Sunday, March 17, 2024 [Details](#)

**TURNERS FALLS, MA:** It is with great sadness that the family and friends of Anne Elizabeth Hollis Stuart are sharing the news of her passing on February 6, 2024. Anne was born in Raleigh, NC on May 20, 1968 to Alastair MacDonald Stuart and Dr. Elizabeth Sutton Stuart. The family moved to Amherst, Mass. where Anne made life-long friendships with neighbors and classmates. She was a 1986 graduate of Amherst Regional High School and she then went on to earn her associate's degree at Greenfield Community College and her bachelor's degree in interior design at the University of Massachusetts.

Anne met her soul mate and fiancé, James E. Dresser III, when they both worked at Yankee Candle. Thus began a whirlwind romance that started with a trip to Aruba and culminated in 26 years filled with adventures and beautiful memories together. They had houses in Amherst and Turners Falls, which Anne furnished using her design skills, and they made friends and built community wherever they were.

Anne worked in the fundraising departments at Smith College and the local Girl Scout Council. She also worked for the Town of Montague and volunteered for many organizations, including Greenfield Community College, 4-H and The Montague Reporter. She was a member of Amherst Rotary, following in the footsteps of her parents. She supported many other local organizations such as Hospice of the Fisher Home, Leverett Co-op and numerous others. Her compassion overflowed and she was known to always lend a hand or an ear for friends in need.

Known for her lists and organization, Anne never missed a birthday and always took the time to send hand-written letters and care packages to friends and family, near and far. She cherished all the children in her life and had special relationships with her niece, Rachel and her nephew, Andrew. Rachel lived with Anne and James when she was going through a hard time and Anne nurtured and helped her to see a bright future. Rachel recalls that Anne was also a best friend and her biggest advocate. Anne loved fine food, high tea, entertaining and the arts. She and James were season ticket holders at Tanglewood for many years, always inviting friends to join in the experience.

Survivors include Anne's brother, Samuel Stuart (Michelle) of Sunnyvale, CA and her niece and nephew, Rachel Stuart and Zachary Stuart; her niece Jacquelyn Larios (Brandon) and nephew Andrew (Abigail) and their daughter, Elizabeth Jane. She also leaves James' two sons, Robert L. Dresser and James E. Dresser IV (Brittany) and their three children: Owen, Joel and Aiden. She leaves many cousins, aunts and uncles and countless friends. Anne was predeceased by both parents. If you knew Anne; you knew the spark of joy that she brought to every room she entered. Those who loved her know that Anne's light shines on. A Celebration of Anne's Life will be held on March 17 from 1 to 5 [p.m.at](#) St. Brigid's Parish Hall, 122 N. Pleasant St., Amherst. In lieu of flowers, please consider making a donation in Anne's name to Hospice of the Fisher Home, 1165 N. Pleasant St., Amherst, MA 01002 or to Girl Scouts of Central & Western Mass., Worcester Leadership Center, 115 Century Dr., Worcester, MA 01606. Memorial guestbook at [www.douglassfuneral.com](http://www.douglassfuneral.com)

**Turners Falls Municipal Airport  
Budget Information Session  
Thursday March 7, 2024  
6:00 PM REMOTE VIA ZOOM**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/84051739572>**

**Meeting ID: 840 5173 9572**

**Dial in: 1 646 558 8656 US**

The Turners Falls Municipal Airport budget is challenged by an unanticipated revenue shortfall of \$151,962 precipitated primarily by a planned solar development that was sidelined by an impossibly high utility interconnection expense.

Please join Airport and Town Officials to hear about planned budget impacts to FY24 and beyond.

This is a chance for Town Meeting Members and the general public to learn about the unanticipated revenue shortfall at the airport and the plan to address it through Articles 9 and 10 of the March 14 Special Town Meeting.

Interested parties will have the opportunity to have their questions answered.

