

**MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, November 25, 2024**

**AGENDA**

**Join Zoom Meeting: <https://us02web.zoom.us/j/84249864269>**

**Meeting ID: 842 4986 4269    Passcode: 512386    Dial into meeting: +1 646 558 8656**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30PM    Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30        Approve Minutes: Selectboard Meeting November 18, 2024
3. 6:32        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. 6:34        **Karen Tonelli, Director of Assessing and Board of Assessors**
  - FY25 Tax Classification Hearing
5. 6:45        **Personnel Board with Chris Williams, Chief of Police**
  - Request to offer Conditional Offer of Employment for Patrol Officer to Tim Momaney pending completion of academy physical, psychological test, Cooper Standard PAT, any prerequisite procedure for the full-time academy and meet all POSTC requirements.
6. 6:50        **Personnel Board - Proposed FY26 Personnel/Budget Expansions**
  - Roberta Potter, Council on Aging Director  
Request for Council on Aging Assistant (Part-time)
  - Annie Levine, Farmers Market Coordinator  
Request for Assistant Farmers Market Coordinator (stipend)
7. 7:00        **Assistant Town Administrator's Business**
  - Authorize Contract of materials with Environmental Dynamics International, Inc. for Clean Water Facility Aeration System Fine Bubble Diffusers. Contract value is \$55,550 to be funded by a Gap III Energy Grant.
  - Review Draft Community Involvement Plan for Strathmore Mill Cleanup Project
  - Other Project Updates
8. 7:15        **Town Administrator's Business**
  - Notice of intention to begin negotiations with Police Chief for contract renewal
  - MIIA Insurance renewal letter
  - Tree Warden search updates
  - Topics not anticipated in the 48 hour posting

**Next Meeting:**

- Selectboard, Monday, December 2, 2024 at 6:30 PM, 1 Avenue A, Turners Falls and via ZOOM.

# TOWN OF MONTAGUE



## FY2025 TAX CLASSIFICATION PRESENTATION

November 25, 2024 6:30 p.m.

Tax classification allows communities to have separate tax rates for different classes of property and allows the Selectboard to make a decision on an annual basis as to whether or not to shift the tax burden from one class of property to another. Should the Board decide to shift the tax burden, they must adopt a residential factor which will determine the percentage of the tax levy to be paid by the residential property owners. This results in two different tax rates (known as a “split tax rate”). Shifting the burden from the residential taxpayers to the commercial, industrial and personal property (CIP) taxpayers does not change the total levy to be taxed, but rather it changes the allocation of the tax levy to be borne by each class. Historically, the Montague Selectboard has voted to shift the rate since the mid-1980s.

### Notable Changes

The FY2025 property tax levy is \$22,476,888 which represents an increase of \$569,362 or 2.6% over last year’s levy of \$21,907,526. The levy is the revenue a community can raise through real and personal property taxes. The property tax levy is the largest source of revenue for most cities and towns. Other revenue sources other than property taxes include funds received from the state, local excise and other receipts.

Total taxable valuation in Montague for all classes of property for FY2025 exceeds a billion dollars and totals \$1,250,841,802 which is an increase of 64,646,121 (5.4%) from the previous year. We continue to see significant increases in the residential sector of real estate market values not only in Montague but throughout the Commonwealth.

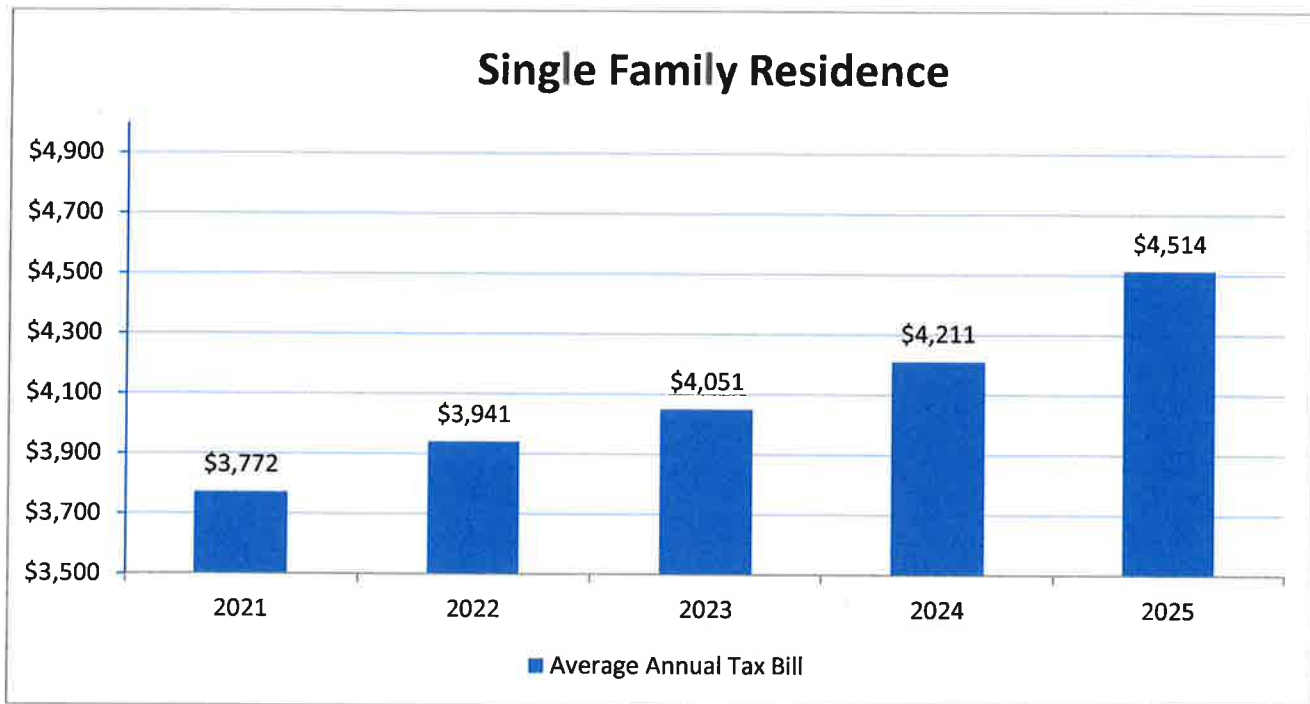
The average assessment of a single-family residence in Montague is \$295,247 up \$27,050 from last year’s average of \$268,197. A total of 83 sales of single-family residences (with sale prices ranging from \$160,000 to \$650,000) were analyzed to determine the FY2025 assessed values.

## Tax Shift Options

The four options when setting a multiple tax rate are:

- a tax shift from residential and open space to business property owners (see chart pg. 3)
- an open space discount that shifts taxes from open space to residential property owners
- a residential exemption that shifts taxes on lower valued owner-occupied residential property to other residential property owners
- a small commercial exemption that shifts taxes on small business property to other commercial and industrial property owners.

A factor of .8501 was voted last year and resulted in a residential rate of \$15.70 and a commercial/industrial/personal rate of \$24.01. Should a similar shift be voted this year, the estimated residential rate would decrease by \$0.41 to \$15.29. The CIP rate (commercial/ industrial/personal property) would increase by \$0.07 to \$24.08. Without a shift, a single rate would yield \$17.97 for all classes of properties. Using the average assessment for a single-family home previously mentioned and the tax rate of \$15.29 the annual property taxes for a single family in town would be \$4,514. Last year's average single family residential tax bill was \$4,211 with the resulting increase being an additional tax of \$303.00. This represents a 7.2% increase from last year's average tax bill for a single-family residence. The chart below illustrates the increasing trend for these tax rates since 2021.



The table below lists options in 1% increments with a range of 1 to 1.50%.

CIP Shift	Res					Res ET	Comm ET	Ind ET	PP ET
	Factor	Res SP	Comm SP	Ind SP	PP SP				
1.0000	1.0000	69.5261	3.7363	14.3044	12.4332	17.97	17.97	17.97	17.97
1.0100	0.9956	69.2214	3.7737	14.4474	12.5575	17.89	18.15	18.15	18.15
1.0200	0.9912	68.9166	3.8110	14.5905	12.6819	17.81	18.33	18.33	18.33
1.0300	0.9869	68.6119	3.8484	14.7335	12.8062	17.73	18.51	18.51	18.51
1.0400	0.9825	68.3071	3.8858	14.8766	12.9305	17.65	18.69	18.69	18.69
1.0500	0.9781	68.0024	3.9231	15.0196	13.0549	17.58	18.87	18.87	18.87
1.0600	0.9737	67.6977	3.9605	15.1627	13.1792	17.50	19.05	19.05	19.05
1.0700	0.9693	67.3929	3.9978	15.3057	13.3035	17.42	19.23	19.23	19.23
1.0800	0.9649	67.0882	4.0352	15.4488	13.4279	17.34	19.41	19.41	19.41
1.0900	0.9606	66.7834	4.0726	15.5918	13.5522	17.26	19.59	19.59	19.59
1.1000	0.9562	66.4787	4.1099	15.7348	13.6765	17.18	19.77	19.77	19.77
1.1100	0.9518	66.1740	4.1473	15.8779	13.8009	17.10	19.95	19.95	19.95
1.1200	0.9474	65.8692	4.1847	16.0209	13.9252	17.02	20.13	20.13	20.13
1.1300	0.9430	65.5645	4.2220	16.1640	14.0495	16.95	20.31	20.31	20.31
1.1400	0.9386	65.2597	4.2594	16.3070	14.1738	16.87	20.49	20.49	20.49
1.1500	0.9343	64.9550	4.2967	16.4501	14.2982	16.79	20.66	20.66	20.66
1.1600	0.9299	64.6503	4.3341	16.5931	14.4225	16.71	20.84	20.84	20.84
1.1700	0.9255	64.3455	4.3715	16.7361	14.5468	16.63	21.02	21.02	21.02
1.1800	0.9211	64.0408	4.4088	16.8792	14.6712	16.55	21.20	21.20	21.20
1.1900	0.9167	63.7360	4.4462	17.0222	14.7955	16.47	21.38	21.38	21.38
1.2000	0.9123	63.4313	4.4836	17.1653	14.9198	16.39	21.56	21.56	21.56
1.2100	0.9080	63.1266	4.5209	17.3083	15.0442	16.32	21.74	21.74	21.74
1.2200	0.9036	62.8218	4.5583	17.4514	15.1685	16.24	21.92	21.92	21.92
1.2300	0.8992	62.5171	4.5956	17.5944	15.2928	16.16	22.10	22.10	22.10
1.2400	0.8948	62.2124	4.6330	17.7375	15.4172	16.08	22.28	22.28	22.28
1.2500	0.8904	61.9076	4.6704	17.8805	15.5415	16.00	22.46	22.46	22.46
1.2600	0.8860	61.6029	4.7077	18.0235	15.6658	15.92	22.64	22.64	22.64
1.2700	0.8817	61.2981	4.7451	18.1666	15.7902	15.84	22.82	22.82	22.82
1.2800	0.8773	60.9934	4.7825	18.3096	15.9145	15.76	23.00	23.00	23.00
1.2900	0.8729	60.6887	4.8198	18.4527	16.0388	15.69	23.18	23.18	23.18
1.3000	0.8685	60.3839	4.8572	18.5957	16.1632	15.61	23.36	23.36	23.36
1.3100	0.8641	60.0792	4.8946	18.7388	16.2875	15.53	23.54	23.54	23.54
1.3200	0.8597	59.7744	4.9319	18.8818	16.4118	15.45	23.72	23.72	23.72
1.3300	0.8554	59.4697	4.9693	19.0249	16.5362	15.37	23.90	23.90	23.90
<b>1.3400</b>	<b>0.8510</b>	<b>59.1650</b>	<b>5.0066</b>	<b>19.1679</b>	<b>16.6605</b>	<b>15.29</b>	<b>24.08</b>	<b>24.08</b>	<b>24.08</b>
1.3500	0.8466	58.8602	5.0440	19.3109	16.7848	15.21	24.26	24.26	24.26
1.3600	0.8422	58.5555	5.0814	19.4540	16.9092	15.13	24.44	24.44	24.44
1.3700	0.8378	58.2507	5.1187	19.5970	17.0335	15.06	24.62	24.62	24.62
1.3800	0.8334	57.9460	5.1561	19.7401	17.1578	14.98	24.80	24.80	24.80
1.3900	0.8291	57.6413	5.1935	19.8831	17.2821	14.90	24.98	24.98	24.98
1.4000	0.8247	57.3365	5.2308	20.0262	17.4065	14.82	25.16	25.16	25.16
1.4100	0.8203	57.0318	5.2682	20.1692	17.5308	14.74	25.34	25.34	25.34
1.4200	0.8159	56.7270	5.3055	20.3122	17.6551	14.66	25.52	25.52	25.52
1.4300	0.8115	56.4223	5.3429	20.4553	17.7795	14.58	25.70	25.70	25.70
1.4400	0.8071	56.1176	5.3803	20.5983	17.9038	14.50	25.88	25.88	25.88
1.4500	0.8028	55.8128	5.4176	20.7414	18.0281	14.43	26.06	26.06	26.06
1.4600	0.7984	55.5081	5.4550	20.8844	18.1525	14.35	26.24	26.24	26.24
1.4700	0.7940	55.2033	5.4924	21.0275	18.2768	14.27	26.42	26.42	26.41
1.4800	0.7896	54.8986	5.5297	21.1705	18.4011	14.19	26.59	26.59	26.59
1.4900	0.7852	54.5939	5.5671	21.3136	18.5255	14.11	26.77	26.77	26.77
1.5000	0.7808	54.2891	5.6045	21.4566	18.6498	14.03	26.95	26.95	26.95

### **Open Space Discount**

This option allows a discount of up to 25% of land that is maintained in a natural condition. Since there is currently no land classified as Open Space in Montague, this discount is not recommended by the Board of Assessors.

### **Residential Exemption**

This option allows a discount to property that is the principal residence of a taxpayer. The discount cannot exceed 20% of the average assessed value of residential properties. This option would *increase* the residential rate and shift the burden to multi-family and second homeowners. Currently only 19 of 351 communities in Massachusetts have adopted this exemption. This option makes sense only if a community has a significant percentage of non-owner-occupied properties which Montague does not. This exemption is not recommended by the Board of Assessors.

### **Small Commercial Exemption**

This option allows for a 10% discount to certain commercial properties that meet criteria established by the state. Only businesses that have been certified by the Massachusetts Department of Workforce Development as having no more than an average of ten employees in the previous year would be eligible. It is important to note that the owner of the property (not the actual business owner) benefits from this exemption and is not required to pass any savings to the qualified business. The tax burden is redistributed to the non-qualifying commercial property owners in the form of a higher tax rate. A review of assessor's records shows that most of the businesses eligible are rented by tenants who would not benefit from this exemption, therefore, this exemption is not recommended by the Board of Assessors.

### **Excess Levy Capacity**

Under Proposition 2 ½ a community may choose to set its levy at any amount below or equal to its levy limit. When a community sets its levy below the limit, the difference between the levy and the levy limit is referred to as excess levy capacity. Currently, Montague's excess levy capacity is **\$1,445,369.22**.



# Montague Police Department

180 Turnpike Road  
Turners Falls, MA 01376

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

*Chief Christopher P. William*



TO: Tim Momaney  
FROM: Chief Christopher Williams  
RE: Conditional Offer of Employment  
DATE: 11-25-2024

Timothy,

I would like to offer you a conditional offer of employment for the position of Patrol Officer. You will have to complete an academy physical, psychological test, Cooper Standard PAT, completion of any prerequisite procedure for the full-time academy and meet all of POSTC requirements

Respectfully,

A handwritten signature in black ink, appearing to read "C. Williams", written over the word "Respectfully,".

Chief Christopher P. Williams



**Town of Montague**  
**Department, Board, Committee, Commission**  
**BUDGET NARRATIVE**

FY 26

*Complete this form electronically! Be clear and concise!*

Council on Aging

**DRAFT**

Submitted by: Roberta Potter

**11/20/24**

**1. Please describe and provide the rationale for any notable changes in your FY26 budget request.**

The COA is submitting a request to hire a part-time administrative assistant. As the Senior Center's programming, attendance, and complexity have grown, the mostly clerical aspects of the director's job have come to consume a significant amount of time that could be better spent providing more direct aid to seniors, collaborating with local agencies, planning, programming, and publicizing. Our local peer Councils on Aging are better staffed and, in some instances, offer fewer classes and programs than we do.

**2. To this point in FY25, have you enhanced or expanded the programs and services you provide, or implemented new tools or technology that you'd like the Finance Committee and Selectboard to know about? Please describe.**

In FY25 and going forward into FY26, the COA has become a resource for seniors requiring help with technology. Using funds from the Executive Office of Elder Affairs (Digital Equity for Seniors), we have built a class curriculum, collaborated with the Franklin County Tech School, provided classes, and now have weekly tech help drop in sessions. We will begin a second and equally complex Digital Equity in January of this year. Though we have hired a facilitator for these programs, the related administrative and supervisory responsibilities are the director's.

Similarly time consuming and extremely important are the collaborations the COA has initiated or will initiate with LifePath, FRCOG, The Brick House, The Montague Public Libraries, and others. The director is involved with various town, county and state wide programs including various Digital Equity initiatives, Mass in Motion and Age Friendly Communities and, most importantly, the newly formed Montague Villages. As we have offered more direct aid to seniors including home repair grants, free firewood through the Montague Wood Bank, AARP tax aide, and food distributions, more people are coming to us for individual help. This is our mission and it is wonderful that more people are using the COA as a resource but each encounter can take hours and usually requires follow up sessions. Much of this assistance has involved helping individuals with complex and mostly on-line applications and problem solving. As age related services have become more internet based, more people need help doing such things as applying for SNAP, Fuel Assistance, replacement Social Security Cards, Social Security benefits, unemployment benefits, etc. The director is increasingly involved in individual consultations which are consuming time that is also required for routine administrative tasks. As our reputation as a place to get help grows, more people are coming to us for that help.

**3. Are there presently challenges to your department's ability to meet its goals and requirements due to its FY25 operating budget? If so, offer any of your recommendations you may have for improving the situation in FY26.**

The COA is doing an inadequate job publicizing the services, programs, and classes that are available at the Senior Center. We have not maintained our website as well as we should; our newsletter is sporadic; we have not had the time or resources to market or expand our public presence in the community. In the director's absence, the daily operations of the Senior Center are handled by a very dedicated group of volunteers who rely solely on the director

for advice, policy interpretation and clarification, and direction. The proposed position would help resolve these deficiencies and give the director additional time to work with the volunteers. It is also important that there be an individual on staff who could accomplish administrative tasks independently in the COA director's absence.

**4. Did you receive funding for any special articles in FY24 or FY25? If so, please list share the current status of each of those expenditures/projects.**

Yes, the COA received funds to have the back of the aging Senior Center resided and various small repairs to the building trim. This work was completed. The COA Director is working with the Franklin County Sheriff's Office to have the building painted in the Spring of 2025.



**COUNCIL ON AGING**  
**SENIOR CENTER ASSISTANT**  
DRAFT: November 2024

**DEFINITION**

Position is responsible for customer service for older adults, technology assistance for older adults, assisting older adults with on-line applications and searches, administrative and clerical support to the council on Aging director, and managing the Senior Center monthly calendar.

**ESSENTIAL FUNCTIONS**

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

- Maintains Senior Center Calendar
- Provides administrative support to the COA Director which may include preparing Weekly Bills Templates, Department Payments to the Treasurer, and Foot Clinic appointment rosters.
- Schedules, records, and confirms appointments for Senior Center services and appointments including but not limited to Senior Farm Share, AARP Tax Help, Monthly Foot Clinic, and special food distribution programs.
- May screen incoming mail, calls, and visitors and direct to the appropriate local services or to the COA Director. Addresses matters that do not require personal attention or action of the COA Director.
- Provides technical support for Senior Center visitors which may include internet searches, instruction, and problem solving.
- Regularly posts and publicizes meetings, programs, and information of interest to older adults through available media (print, electronic, and other). Produces fliers for Senior Center programs using MS Publisher or other software. Posts fliers within the Senior Center and distributes externally as needed.
- Updates Senior Center calendar on Gill Montague Council on Aging website and in print for distribution
- Performs clerical duties for department; copies documents, maintains and updates files and records, prepares reports and mailings. Orders office supplies, refreshments, and equipment for department as needed.
- Regularly posts and publicizes meetings, events, and information of concern to the public through available media channels (print, electronic, other)
- Performs other related job duties as required.

**SUPERVISION RECEIVED**

Under the general direction of the Council on Aging Director, employee plans and prioritizes the work independently, in accordance with standard practices and previous training. Employee is expected to solve most problems of detail or unusual situations by adapting methods or interpreting instructions accordingly. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with the supervisor.

**JUDGMENT AND COMPLEXITY**

The work is well defined or has detailed instructions and procedures. Judgement involves choosing the practice or procedure appropriate to the situation or referring to the Council on Aging Director or an outside agency.

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

Relationships are primarily with the public, other agencies connected to services for older adults, Senior Center volunteers, and Senior Center program participants. Excellent customer service will be employed to make all Senior Center users and contacts feel welcome. The employee will be a good communicator and explainer and will be able to share information clearly and in a friendly and nonjudgmental fashion. Courtesy, tact, and diplomacy may be required to resolve complaints, interact with challenging personalities, and/or effectively navigate difficult circumstances.

#### **CONFIDENTIALITY**

Employee has access to some confidential and sensitive information in the performance of their duties.

#### **EDUCATION AND EXPERIENCE**

High school diploma or equivalent and 1-3 years of related experience; or any equivalent combination of education, training, certification, and experience.

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

Knowledge: Knowledge of principles, practices, and methods related to office procedures. Proficiency in using current office technology and software, including Microsoft Office Suite (or similar) as well as cloud and web-based applications. Ability to research resources and other materials online to accomplish office tasks as well as to assist Senior Center visitors and volunteers.

Abilities: Ability to multi-task. Ability to communicate effectively both orally and in writing. Ability to maintain good public relations and to maintain effective collaborative working relationships with Town departments, department heads, volunteers, officials, and the public, and to respond in a courteous and professional manner. Ability to meet deadlines. Ability to work independently. Ability to continuously adapt to and use new office technology and programs common to the industry.

Skills: Effective communication skills, problem-solving skills, and customer service skills.

#### **WORK ENVIRONMENT**

The workstation is in an open public space at the Senior Center which is used for programming and meetings during work hours. The work environment is often noisy and subject to distractions and interruptions.

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

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

#### **Physical Skills**

Minimal physical demands are required to perform most of the work. The work principally involves sitting, with intermittent periods of stooping, walking, and standing. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds. May be required to

break down and set up folding tables and chairs.

**Motor Skills**

Duties require motor skills for activities such as moving objects and using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

**Visual Skills**

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



**Town of Montague**  
**Department, Board, Committee, Commission**  
**BUDGET NARRATIVE**

**FY 26**

*Complete this form electronically! Be clear and concise!*

Department: Great Falls Farmers Market Submitted by: Annie Levine

**1. Please describe and provide the rationale for any notable changes in your FY26 budget request.**

The current Great Falls Farmers Market manager is proposing the addition of an assistant manager to the market's management structure. Due to the specific nature of managing a weekly market for twenty-six weeks in a row, it is the current manager's opinion that the management position needs to be shared.

The proposed assistant would cover six markets throughout the season (approximately one per month), be available as a substitute in case of illness, and assist with delegated administrative duties. The manager would continue to manage most markets, as well as perform administrative duties like budgeting and financials, SNAP/HIP licensing, and marketing.

The proposed budget request for FY26 lowers the manager's stipend to \$3750 while adding a \$750 stipend for an assistant manager.

**2. To this point in FY25, have you enhanced or expanded the programs and services you provide, or implemented new tools or technology that you'd like the Finance Committee and Selectboard to know about? Please describe.**

The market was able to reach more low-income residents this season, processing more SNAP/HIP payments this year than any of the previous five.

**3. Are there presently challenges to your department's ability to meet its goals and requirements due to its FY25 operating budget? If so, offer any your recommendations you may have for improving the situation in FY26.**

The market budget is tight but currently is enough for supplies and other necessary market payments.

**4. Did you receive funding for any special articles in FY24 or FY25? If so, please list share the current status of each of those expenditures/projects.**

N/A

## **CWF Aeration Diffusers (Fine Bubble)**

### **AGREEMENT FOR SUPPLIES**

AGREEMENT between the TOWN of Montague, a Massachusetts municipal corporation with a usual place of business at TOWN Hall, 1 Avenue A, Turners Falls, Massachusetts 01376, acting through its Selectboard (TOWN), and Environmental Dynamics International, Inc., doing business at 5601 Paris Road, Columbia, MO 65202 (VENDOR).

WHEREAS:

- A. The TOWN solicited submission of formal bids for CWF Fine Bubble Aeration Diffusers (SUPPLIES); and
- B. The VENDOR submitted a bid to provide and deliver the SUPPLIES, and the TOWN has awarded the contract to the VENDOR;

NOW THEREFORE, the TOWN and the VENDOR for mutual consideration agree as follows:

- 1. The VENDOR shall provide and deliver to the TOWN the following: Aeration System Fine Bubble Diffusers (fine buffer diffusers, drop leg connections, pipe supports, manual air valves, and any associated appurtenances) as set forth in the Invitation for Bids and Specifications, as well as all necessary or incidental services.
- 2. Payment. The TOWN agrees to pay to the VENDOR the sum of \$55,550 as set forth in the Bid. The VENDOR shall submit to the TOWN, upon completion of the delivery of the SUPPLIES unless otherwise provided by the Specifications, invoices for payment for the SUPPLIES. The TOWN shall make payments within thirty (30) days after its receipt and approval of the invoice.
- 3. Contract Documents. The contract documents consist of this Agreement, the Invitation for Bids, Exhibit A; Specifications, Exhibit B; the Bid, Exhibit C; and Award, Exhibit D; and all addenda issued prior to execution of this Agreement. The contract documents constitute the agreement between the TOWN and the VENDOR, except for modifications issued after execution of this Agreement; and all are as fully a part of this Agreement as if attached. In the event of conflicting provisions, the language of this Agreement shall govern, provided, if the conflict relates to quantity or quality of the SUPPLIES the greater quantity or higher quality specified shall be required.
- 4. Contract Term. The VENDOR agrees to commence its obligations upon the date of execution of this Agreement by the TOWN and to complete its obligations immediately as set forth in the specifications [or on or before February 20, 2025], time being of the essence. The Vendor shall deliver FOB to the Montague Clean Water Facility at the location set forth in the Specifications.

5. Claims. The VENDOR shall be responsible for and pay all claims for damages resulting from failure to furnish such SUPPLIES as provided by the Agreement; and it will conform to the determination of the TOWN relative to the suitability and quantity and quality of the SUPPLIES provided.
6. Laws. This Agreement is made subject to all applicable laws of the Commonwealth of Massachusetts; and if any provision of this Agreement does not conform to such laws, such provision of the Agreement shall be void and the applicable provision of the General Laws shall be operative. Any suit shall be filed in the Franklin County Superior Court or the Greenfield District Court.
7. Provision and Delivery of the SUPPLIES. The VENDOR shall furnish all equipment, staffing, and materials to provide the SUPPLIES in strict conformity with all applicable federal, state, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals or permits as required for the provision and delivery of the SUPPLIES.
8. Warranty. The VENDOR guarantees that the SUPPLIES sold are merchantable and are fit for the purpose for which they are being purchased, are of uniform quality and consistency and absent from any latent defects, and are in conformity with any sample, which may have been presented to the TOWN. The VENDOR shall replace, repair, or make good, without cost to the TOWN, any defects or faults arising within one (1) year after the date of the TOWN's acceptance of the SUPPLIES furnished (acceptance not to be unreasonably delayed).
9. Multiple Years. If the Contract term is for more than one year, the Agreement is subject to annual appropriation by the TOWN.
10. Indemnification of the TOWN. The TOWN's liability shall be limited to the amounts due the Vendor for the SUPPLIES actually delivered. The VENDOR shall indemnify and defend and hold harmless the TOWN, its officers, boards, agents, and employees from any liability, loss charge, or expense resulting from any employees or third-party contractor or supplier's claim for payment for wages, labor, goods, materials or services rendered to the VENDOR or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the VENDOR or any of its agents or employees, and will pay promptly on demand all costs and expenses of any investigations, including attorney's fees and expenses. If any such claim is made, the TOWN may retain out of any payments due, then or thereafter, to the VENDOR, a sufficient amount to protect the TOWN against such claims, costs, and expenses.
11. VENDOR's Warranty and Standard of Care. The VENDOR warrants that it shall provide and deliver the SUPPLIES in conformity with the standard of professional skill and care applicable to established providers of the SUPPLIES. The VENDOR warrants and represents that it is familiar with the provision and delivery of the SUPPLIES specified.

12. **VENDOR 's Personnel.** The VENDOR shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the TOWN, except where appropriate, for example, the delivery of the SUPPLIES by a common carrier such as the U.S. Postal Service, FedEx, UPS, or the like.
13. **Independent Contractor.** The VENDOR is an independent contractor and is not an agent or employee of the TOWN and is not authorized to act on behalf of the TOWN. The TOWN will not withhold federal, state or payroll taxes of any kind on behalf of the VENDOR or its employees. The VENDOR and/or its employees are not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the TOWN.
14. **Successors.** This Agreement is binding upon the parties and their successors. Neither the TOWN nor the VENDOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **Inspection and Reports.** The TOWN shall have the right at any time to inspect the records of the VENDOR relative to such SUPPLIES provided to the TOWN pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the VENDOR whether situated within or beyond the limits of the TOWN. Upon request, the VENDOR shall immediately furnish to the TOWN any and all written reports relative to such SUPPLIES arising out of its operations under this Agreement during and/or after the termination of the Agreement.
16. **Termination.**
  - a. **For Cause.** The TOWN shall have the right to terminate this Agreement: (i) if the VENDOR neglects or fails to perform or observe any of its obligations and a cure is not effected by the VENDOR within seven (7) days next following its receipt of a notice of breach, non-performance, or poor performance issued by the TOWN; (ii) if an order is entered against the VENDOR approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the VENDOR shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation, or dissolution relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the VENDOR 's property.

The TOWN shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. **For Convenience.** The TOWN may terminate this Agreement at any time for any reason upon submitting to the VENDOR thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the VENDOR shall immediately cease to incur expenses pursuant to this Agreement unless otherwise

directed in the TOWN's termination notice. The VENDOR shall promptly notify the TOWN of costs incurred to date of termination, and the TOWN shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due under this Agreement.

- c. Return of Property. Upon termination, the VENDOR shall immediately return to the TOWN, without limitation, all documents and items of any nature whatever, supplied to the VENDOR by the TOWN or developed by the VENDOR in accordance with this Agreement.
- 17. Notice. Any and all notices or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail, or by other reputable delivery service, to the parties at the address set forth on Page 1, or furnished from time to time in writing by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed when deposited with the United States Postal Service or if sent by private overnight or other delivery service.
- 18. Severability. If any term or condition of this Agreement or its application shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality and the enforceability of the remaining terms and conditions of the Agreement shall not be deemed affected, unless one or both parties would be substantially or materially prejudiced.
- 19. Other Terms or Conditions.

None.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, \_\_\_\_\_, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

\_\_\_\_\_

\_\_\_\_\_ Richard Kuklewicz \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_ Matt Lord \_\_\_\_\_

\_\_\_\_\_ Chris Boutwell \_\_\_\_\_

Approved as to Availability of Funds:

\_\_\_\_\_ (\$55,550.00)  
Town Accountant      Contract Sum

## **DRAFT COMMUNITY INVOLVEMENT PLAN**

### **STRATHMORE MILL**

### **SITE CLEANUP PROJECT**

**20 Canal Road**

**Turners Falls (Montague), Massachusetts**

**With Funding from US EPA Brownfield Cleanup Grant**

### **OVERVIEW OF COMMUNITY INVOLVEMENT PLAN**

Purpose: The purpose of the Community Involvement Plan (CIP) is to describe the outreach strategy that will be employed by the Town of Montague (the Town), the current owner of this property known as the Strathmore Mill (the Site). The Town has selected a development team to demolish the mill complex and create a safe site for riverfront open space.

As part of redevelopment the Town will undertake cleanup in accordance with the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000). The cleanup of the Site performed by the Town, is being funded, in part, by a Brownfields Cleanup Grant, which was awarded by the United States Environmental Protection Agency (USEPA) and is administered by the Town of Montague.

The Site has a documented release history and is regulated under the MCP, identified as Release Tracking Numbers (RTN) 1-15175, 1-13843, and 1-16634. Multiple assessment activities completed since the mid-2000s have identified hazardous building materials such as asbestos containing materials (ACM), Lead-based paint (LBP) and Polychlorinated Biphenyls (PCBs) in building materials. In addition, heavy metals such as arsenic and lead, polycyclic aromatic hydrocarbons (PAHs) and PCBs have been detected in soil. Additionally, two RTNs for 20 Canal Road list petroleum these may have been from spills, overfills and were addressed and closed out. The arsenic, PAHs and lead are associated with historic fill as well as potential releases at the mill through various industrial uses over its lifespan.

The Site will be managed under the MCP and cleanup activities will meet the performance standards of the MCP. Response actions will be tied to and documented under that RTN 1-15175. The cleanup will be overseen by a Commonwealth of Massachusetts Licensed Site Professional (LSP) under the guidelines of the MCP.

This CIP outlines how the Town will involve the public, particularly potentially affected residents, nearby business owners, and local community-based organizations in the decision-making process regarding the environmental cleanup at the Site. This is a requirement of the Brownfields Cleanup Grant. This CIP is prepared to fulfill a requirement of the Cleanup Grant. The success of the redevelopment project will be improved by addressing stakeholder concerns through this CIP process.

The goals of the project are to remove blight and prevent an ecological disaster with the condition of the mill likely to collapse and impact the Connecticut River. The goals of the project include protection to human health by abating and removing asbestos and asbestos impacted building materials. The benefits also include the removal of contaminated soil and the creation of open space to serve this Environmental Justice Neighborhood. As part of construction, soil regulated under the MCP will be managed and remediated as appropriate to achieve a condition of No Significant Risk (NSR) and to achieve a Permanent Solution as defined under the MCP.

### **SPOKESPERSON AND INFORMATION REPOSITORY**

The spokesperson for this project is Mr. Christopher Nolan-Zeller, Assistant Town Administrator, Town of Montague, who may be contacted at:

1 Avenue A

Turners Falls, MA

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

The Information Repository is located at Montague Town Hall, 1 Avenue A, Turners Falls, Massachusetts 01376. To conduct a review of the Information Repository, please contact the Assistant Town Administrator during business hours: Monday, Tuesday, and Thursday: 8:30am to 5:30pm, Wednesday 8:30am to 6:30pm, 413-863-3200 x109. All project related documents are also available for public review on the Town of Montague's project website, <https://montague-ma.gov/p/1560/>.

### **SITE DESCRIPTION AND HISTORY**

This section summarizes the site, its location, history and previous environmental investigations.

#### **Site Location**

The Site is located at 20 Canal Road. The Site encompasses approximately 1.3-acres and comprises nine contiguous buildings, located between the Power canal on the south side and the Connecticut River on the north side. The Connecticut River is topographically lower

than the power canal and the head differential has been used to power the mill since its construction in the 1800s. Strathmore Mill Building A currently occupies the site. It is in an advanced state of disrepair and is currently unsafe. A crack in the exterior wall extends a number of stories and the upstairs windows are broken. Friable asbestos that is present throughout the building has the potential to be exposed to the atmosphere and nearby receptors. Contaminated soil surrounds the accessible areas of the building and is below the building footprint. The portion of the Site that requires demolition is the focus of this project.

## **Site History**

### Operations and Ownership

The site is former paper mill. The building is currently vacant and blighted. The Strathmore Mill complex was constructed between 1874 and 1970 and consists of 9 contiguous buildings on 1.3 acres along the Connecticut River. Historically, mill operations included machining, stamping, forging, grinding, finishing, pulping, cutting, and bleaching. The complex has over 200,000 square feet in floor area. The site is sandwiched on a narrow strip of land between a former coal generation power plant and a separate paper mill that closed in 2017.

The Town of Montague is currently the sole owner of the property, which consists of Strathmore Mill Buildings 1-9 on approximately 1.3 acres of land. The property is one of two parcels that compromise the Strathmore Mill Complex. The property was acquired by tax title foreclosure on February 19, 2010. The Deed can be found in the Franklin County Registry of Deeds Book 5494 Page 83 and the Judgment in the tax lien case is found in Book 1826 Page 16.

### Site Investigations

Numerous past studies and environmental investigations of the Strathmore Mill have been conducted by various engineers, environmental consultants, planners since 2005. The results of these efforts are documents and summarized in reports which include:

- Phase I Environmental Site Assessment - Tighe + Bond (2004).
- Phase II Environmental Site Assessment and Response Action Outcome- Tighe + Bond (2004).
- Hazardous Materials Survey (2005)- Tighe + Bond. Updated 2015 by Tighe + Bond
- Phase I Environmental Site Assessment (updated 2013)- Tighe+Bond
- Strathmore Feasibility Study (2005) Finegold Alexander + Associates Inc

- Site Development Assessment (2008) Fuss & O'Neill

A January 2004 Phase II and Response Action Outcome which included soil and groundwater testing, concluded no further remediation is required. The contamination consists of hazardous substances and is present in the building structures and boilers.

An April 2005 Hazardous Materials Survey report documented a significant number of materials throughout the mill buildings that were classified as asbestos containing materials. This report was updated in 2015. This identified over 4,000 linear feet of TSI Piping, 130 cubic yards of transite components, 20,000 square feet of transite panels, 4 industrial boilers, and 1,000 square feet of floor tile, window glazing, boiler seams, boiler gaskets, tar covered insulation. As part of the survey, the following hazardous materials were catalogued: light fixtures (with PCB ballasts), hydraulic oil, household wastes, oils, paints, cleaners, bird guano, lead containing paints.

### **MCP Obligations**

(To be completed)

### **Nature of Threat to Public Health and Environment**

In its current condition, the mill is in imminent risk of collapse, which could impact human life as well as the ecology of the Connecticut River.

The Site was initially listed with the DEP for the presence of arsenic and polyaromatic hydrocarbons (PAHs). A Phase I and Phase II (2004) which included soil and ground water testing did not indicate remediation was required at the site. A 2005 Hazardous materials survey indicated the presence of asbestos and hazardous building materials in the buildings at the mill complex such as TSI piping, flashing cement, transite boards, floor tiles, caulking, and glazing.

## **COMMUNITY BACKGROUND**

### **Community Profile**

(To be completed)

### **Chronology of Community Involvement**

(To be completed)

### **Key Community Concerns**

(To be completed)

## **CONTINUED COMMUNITY INVOLVEMENT**

(To be completed)

**Public Comments and Questions**

(To be completed)



Nonprofit  
Locally based  
Member driven

Serving Massachusetts communities since 1982

MIIA Member Services

15 Cabot Road  
Woburn MA 01801-1003  
TEL (800) 526-6442  
FAX (781) 376-9907  
www.emia.org

November 12, 2024

Mr. Walter Ramsey  
Town Administrator  
Town of Montague  
1 Avenue A  
Turner Falls, MA 01376

Re: 2 Year Guarantee Proposal

Dear Walter:

The Town of Montague is an important member of the MIIA programs. Due to the overall success of our programs and your favorable loss history, we are able to offer you a renewal proposal for FY26 and FY27 which includes a rate change of 0% for FY26 and up to 2.5% for FY27. We are pleased to offer this renewal proposal for your property, liability and workers compensation coverages.

Your overall contributions may reflect updated exposures, such as changes in building values, number of vehicles, expenditures, payrolls or experience modification factors. This offer is being made to a limited number of MIIA members and is contingent on maintaining a favorable loss ratio for all lines of coverage below 60% through FY27.

MIIA is the non-profit insurance provider established in 1982 to deliver insurance cost stability for Massachusetts communities. We provide extensive risk management solutions including health, dental, vision, property, liability and workers compensation insurance to more than 415 cities, towns and other public entities in Massachusetts.

By accepting our proposal, you will continue to benefit from stable costs from MIIA's consistently superior coverages and services. In order to accept our offer, please sign and return the enclosed copy of this letter to our office before November 25, 2024. We appreciate your continued commitment to the MIIA programs.

Sincerely,

  
Sean Harper  
Account Executive

We wish to continue participating in the MIIA property, liability and workers compensation programs for FY26 and FY27. For your convenience, return in enclosed envelope or email to [MIARenewals@mma.org](mailto:MIARenewals@mma.org).

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Community \_\_\_\_\_