

**MONTAGUE SELECTBOARD MEETING**

**1 Avenue A, Turners Falls and VIA ZOOM**

**Monday, January 6, 2025**

**AGENDA**

**Join Zoom Meeting: <https://us02web.zoom.us/j/87257761198>**

**Meeting ID: 872 5776 1198 Password: 219777 Dial into meeting: [+1 646 558 8656](tel:+16465588656)**

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

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: December 9 and December 16, 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 Presentation of the official Town of Montague flag to be displayed in the Hall of Flags at the Massachusetts State House
5. 6:40 **Personnel Board**
  - Status Change Notice for Cameron Valez from Truck Driver/Laborer in Training to Truck Driver/Laborer, Grade C, Step 2 @ \$21.89, effective 12/23/2024. His CDL was earned 12/20/2024.
  - Appoint Sage Winter to the Planning Board as an Alternate Member effective 1/7/2025 for the term ending 6/30/2025.
  - Town Administrator's recommendations about Tree Warden position vacancy

**Montague Selectboard Meeting**  
**January 6, 2025**  
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6. 6:45

**Assistant Town Administrators Business**

- Authorize contract amendment with Wright-Pierce for Professional Engineering Services for Turners Falls Manhole Rehabilitation. Contract amendment value is \$114,900.00 to be funded by Rural/Small Town Development Grant
- Authorize contract with National Water Main Cleaning Company for Turners Falls Manhole Rehabilitation – Base Bid plus Alternate A. Contract value is \$194,850.00 to be funded by Rural/Small Town Development Grant
- Authorize purchase and installation of custom cut vinyl graphics for Montague Town Hall and two window graphs for Town Hall Annex Meeting Room from Hale Custom Signs Inc. Contract value is \$827.00 to be funded by Community Development Discretionary Funds
- Execution of Milestone Forms 0-1 for Energy Efficiency & Conservation Block Grant (EECBG)
- Other Project Updates

7. 7:00

**Town Administrators Business**

- Review draft of 2/12/25 Special Town Meeting Warrant Articles
- Execute Order of Layout of Sandy Lane
- FY26 Budget Updates
  - Review Budget Calendar and Set SB Schedule for Review and Recommendations
  - Set Agenda and Special Topics for January 13 Budget and Personnel Hearing
- Announce Annual Town Meeting Date May 7, 2025.
- Execute Sustainable Materials Recovery Program Municipal Grant Award from MassDEP
- Authorize DPW Superintendent Sam Urkiel to be signatory for FY26 Collective Highway Bids with FRCOG
- Authorize Town Administrator to vote on behalf of Town at MIIA Annual Business meeting
- Topics not anticipated in the 48 hour posting

**Next Meeting:**

- Selectboard, Monday, January 13, 2025 at 6:00 PM, via ZOOM

# Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_ Employee # 2104

**General Information:**

Full name of employee: <u>Cameron Velez</u>	Department: <u>DPW</u>
Title: <u>Truck Driver/Laborer</u>	Effective date of change: <u>12/23/2024</u>

**New Hire:**

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

**Grade/Step/COLA Change:**

Union: <u>UE</u>
Old Pay: Grade <u>B</u> Step <u>2</u> Wage Rate: <u>\$20.34</u> ( <del>annual</del> /hourly)
New Pay: Grade <u>C</u> Step <u>2</u> Wage Rate: <u>\$21.89</u> ( <del>annual</del> / hourly)
Notes:

**Termination of Employment:**

Resignation: _____	Layoff: _____	Involuntary Termination: _____
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**Other:**

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

**Copies to:**

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

Name: WINTER, SAGE

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** SAGE WINTER

**DATE:** 1/6/2025

**COMMITTEE:** Planning Board

**TERM:** 1 Year Term

**TERM EXPIRATION:** 6/30/2025

**SELECTMEN, TOWN OF MONTAGUE** **TERM STARTS:** 01/07/25

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WINTER, SAGE** \_\_\_\_\_ personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Planning Board** according to the foregoing appointment.

Received \_\_\_\_\_ and entered in the records of the **Town of Montague.**

\_\_\_\_\_  
**MONTAGUE TOWN CLERK**

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

\_\_\_\_\_  
**APPOINTED OFFICIAL**

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



**TOWN OF**  
**MONTAGUE**  
**MASSACHUSETTS**

TOWN HALL  
One Avenue A  
Turners Falls, MA 01376

PLANNING BOARD  
(413) 863-3200 ext. 112  
Planner@montague-ma.gov

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**MEMORANDUM**

**TO: Selectboard**  
**Walter Ramsey, Town Administrator**

**FROM: Planning Board**  
**Maureen Pollock, Planning Director**

**RE: Planning Board Recommendation to appoint Sage Winter to Board**

**DATE: December 17, 2025**

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After learning of Sage Winter's interest in serving on the Planning Board, the board invited her to attend a couple meetings as a way for introductions, to help familiarize herself with how meetings are typically run, and to ask any questions that either she or the board may have. Sage attended the Planning Board's September 24, October 29, and November 26 meetings. Sage seemed interested and engaged throughout each meeting while she listened to board discussions.

At the end of the November meeting, the Planning Board remarked that Sage would be a great addition to the board and recommended that he be appointed as an associate member. The associate member is a 1-year appointment ending on 6/30/2025.

As a standard practice, all new Planning Board members are encouraged to attend relevant trainings. A typical registration fee for trainings offered by [Citizen Planner Training Collaborative \(CPTC\)](#) is \$35. The Planning Department may reimburse Planning Board members for the registration fee. If appointed, Sage plans to attend an upcoming board training offered by CPTC to learn more about board roles and responsibilities, as well as, open meeting, public records, and conflict of interest laws.

Attached you may find Sage's letter of interest/petition request.

Sage Winter  
Phone: 603-205-4049  
[mysagewinter@gmail.com](mailto:mysagewinter@gmail.com)

December 16, 2024

Montague Selectboard  
1 Avenue A  
Turners Fall, MA 01376

Dear Members of the Montague Selectboard,

I am writing to express my interest in serving as a member of the Montague Planning Board. Having attended three recent Planning Board meetings, I have gained a deeper understanding of the board's role in shaping our community's future, and I am eager to contribute my skills and experience to this important work.

As a licensed Landscape Architect with over a decade of experience, I have a comprehensive background in sustainable, inclusive design and a proven ability to manage complex projects from concept to completion. In my current role as Project Manager at GPI / Greenman-Pedersen, Inc., I manage client interactions, monitor project budgets, establish project timelines, and assign tasks to other designers as needed. My past experience as a lecturer in landscape planning at the Czech University of Life Sciences Prague further reflects my commitment to thoughtful, research-based decision-making.

Beyond my professional qualifications, my personal motivation for joining the Planning Board stems from a desire to be more deeply integrated into the Montague community. As a resident, I have a vested interest in supporting the town's growth and success. Serving on the board offers an opportunity to apply my knowledge to local initiatives while also learning from the perspectives of fellow board members and community stakeholders.

I believe that my experience in sustainable design, project management, and collaborative problem-solving positions me well to contribute meaningfully to the Planning Board's efforts. I am particularly drawn to the board's mission to balance development with environmental stewardship—a principle that closely aligns with my own professional values.

Thank you for your time and consideration. I would be honored to discuss my candidacy further and answer any questions you may have. Please do not hesitate to reach out.

Best regards,

Sage Winter, PLA

700 Middlesex Plaza 169 Main Street Middletown, CT 06457  
 860.343.8297

**EXHIBIT A  
 ON-CALL ENGINEERING SERVICES AGREEMENT  
 ENGINEERING SERVICES REQUEST FORM**

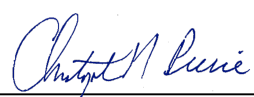
Project Name: <u>Turners Falls Sewer Manhole Rehabilitation</u>	Project No. <u>21875</u>
Client: <u>Town of Montague</u>	Prepared By: <u>Lisa Muscanell-DePaola</u>
Date: <u>12/18/2024</u>	

Description of Assignment: Professional Engineering Services for Turners Falls Sewer Manhole Rehabilitation Project	Est. Hours	Estimated Fee
Itemization of Tasks		
<b>Refer to attached proposal letter dated December 18, 2024</b>	760-770, plus reimbursable expenses	\$114,900
<b>TOTAL</b>		<b>\$114,900</b>

**TOTAL ESTIMATED FEE: \$114,900**

I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between the Town of Montague (CLIENT) and WRIGHT-PIERCE dated August 8<sup>th</sup>, 2022. Such payment may be different than the "Estimated Fee" indicated.

**SEEN AND AGREED TO BY:** (CLIENT) \_\_\_\_\_ DATE: \_\_\_\_\_

(ENGINEER)  DATE: December 19, 2024

December 18, 2024

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

**SUBJECT: Town of Montague, MA – Proposal for Professional Engineering Services  
Sewer Manhole Rehabilitation Project**

Dear Walter,

Wright-Pierce conducted sewer manhole inspections in 2022 within the village of Turners Falls to gather detailed information on the components of each manhole. Based on the observations, Wright-Pierce recommended the rehabilitation of 51 priority 1 sewer manholes to address structural defects and potential sources of infiltration and inflow (I/I) to the Town's collection system. The Town of Montague has also asked to include five additional manholes within the villages of Turners Falls and Millers Falls. In April 2024, Wright-Pierce was retained by the Town of Montague to provide design services (Task 1) and bidding services (Task 2) to implement the recommended priority 1 Turners Falls manhole rehabilitation.

The bids were opened on December 5, 2024, and the Notice of Award was approved by the Town's Selectboard at their December 16, 2024, meeting. The Town has requested that Wright-Pierce submit a proposed scope and fee to provide the construction administration services including a full-time resident project representative. Our proposed scope and budget for engineering services are presented below.

## Proposed Scope of Work

### Task 3 – Construction Administration

Wright-Pierce proposes to provide the following construction phase engineering services:

1. Prepare for and attend up to four in-person project meetings including pre-construction meeting and prepare minutes of the meetings.
2. Make periodic site visits to observe the progress of the work and prepare reports of the visits with submittals to the Town.
3. Review shop drawings, schedules, and other samples and submittals for compliance with contract documents, as necessary.
4. Coordinate and review field and shop test reports and attend field testing, as necessary.
5. Respond to contractor's requests for information (RFIs).
6. Review and negotiate contractor's requested changes in the scope of work, price and/or completion time and prepare change orders.
7. Review Contractors' payment requests and estimate amounts to be paid by the Town.



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Mr. Walter Ramsey, Town Administrator

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8. Coordinate and supervise the work of Resident Project Representative.
9. Prepare punch lists of incomplete or unacceptable work.
10. Conduct a Substantial Completion inspection and prepare certificate.
11. Provide the Town with ESRI ArcMap GIS format for the utility rehabilitation work-based contractor's "as-built" plans.

#### Task 4 – Resident Project Representative Services

Wright-Pierce will provide a full-time Resident Project Representative (RPR) whose duties, responsibilities, and limitations shall be as specified in the Standard General Conditions and Supplementary Conditions of the Construction Contracts. Resident Project Representative services are based on a construction duration of nine (9) weeks at an average of 45 hours per week depending on the contractor's activity. The anticipated construction period is 90 calendar days for substantial completion.

#### Items Not Included in Proposed Scope of Services at this time

1. Requirements for meeting M/WBE goals for engineering services.
2. Post-construction services.

#### Proposed Fee

We propose to provide the scope of services described above based on a time charge basis with a not-to-exceed fee of \$114,900, including labor and reimbursable expenses, for Tasks 3 and 4. Should additional services be required, we will not exceed this fee without written authorization.

Task	Labor	Reimbursable Expenses	Fee
Task 3 – Construction Administration	\$59,100	\$1,100	\$60,200
Task 4 – RPR	\$54,700	\$0	\$54,700
<b>Total</b>	\$113,800	\$1,100	\$114,900

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Mr. Walter Ramsey, Town Administrator

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If the proposed scope and fee is acceptable, please sign the attached Task Order and return it to Lisa Muscanell-DePaola via email. We appreciate being considered for this assignment and look forward to continuing to work with you and your staff.

Sincerely,

**WRIGHT-PIERCE**



Lisa M. Muscanell-DePaola, PE  
Project Manager

[lisa.muscanell@wright-pierce.com](mailto:lisa.muscanell@wright-pierce.com)



Christopher N. Pierce, PE  
Senior Vice President

[chris.pierce@wright-pierce.com](mailto:chris.pierce@wright-pierce.com)

SECTION 00520AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Town of Montague, Massachusetts** (“Owner”) and **National Water Main Cleaning Company** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Turners Falls Sewer Manhole Rehabilitation.**

**ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Sewer manhole rehabilitation in the Turners Falls of the Town of Montague, Massachusetts.**

**ARTICLE 3—ENGINEER**

3.01 The Owner has retained Wright-Pierce (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by “Engineer.”

**ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **June 15, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 15, 2025.**

4.03 *Contract Times: Days*

A. N/A

4.04 *Milestones*

A. N/A

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*: N/A
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.  
Base Bid (\$144,850.00) plus Bid Alternate A (\$50,000.00).
  - B. Contractor's bid includes payment of Massachusetts Prevailing Wage rates throughout the duration of the project.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 95 percent of the value of the Work completed (with the balance being retainage).
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
  - 1. Deleted.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **prime plus 2** percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Deleted
  - 7. Deleted
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.-

#### 8.04 *Other Provisions*

- A. Deleted.

### **ARTICLE 9—MISCELLANEOUS**

#### 9.01 *Equal Employment Opportunity/Affirmative Action (EEO/AA) Requirements*

- A. During the performance of this contract, the contractor agrees as follows:



AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970"

*9.02 International Boycott Provision*

- A. The contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

*9.03 Suspension and Debarment Statement*

- A. The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

*9.04 Price Adjustments*

- A. All contracts bid under Chapter 30 Section 39M include price adjustments for fuel (both diesel and gasoline), liquid asphalt and Portland cement contained in cast-in-place concrete. The base price for each material under this Project is defined as the Price presented on the Massachusetts Department of Transportation (MassDOT) posted as Price Adjustments under their Highway Division's website. The Base Price will be confirmed after Contract Award and before the first monthly payment requisition. The contract price adjustment may be made on a monthly basis when the change in posted price of the material exceeds plus or minus five (5%) percent from the Base Price.

AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Town of Montague, Massachusetts  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: January 6, 2025  
*(date signed)*

Name: Richard Kuklewicz  
*(typed or printed)*

Title: Selectboard Chair  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: Assistant Town Administrator  
*(typed or printed)*

Address for giving notices:

Town of Montague

1 Avenue A

Turners Falls, Massachusetts 01376

Designated Representative:

Name: Walter Ramsey, AICP  
*(typed or printed)*

Title: Town Administrator  
*(typed or printed)*

Address:

Town of Montague

1 Avenue A

Turners Falls, Massachusetts 01376

Phone: 413-863-3200

Email: walterr@montague-ma.gov

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

National Water Main Cleaning Company  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

National Water Main Cleaning Company

25 Marshall Street

Canton, Massachusetts 02021

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

National Water Main Cleaning Company

25 Marshall Street

Canton, Massachusetts 02021

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

END OF SECTION



www.HaleCustomSigns.com

413-774-5663

## QUOTATION & PURCHASE CONTRACT

Hale Custom Signs Inc.  
Job #1026  
11/18/2024

**BILL TO**  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376  
United States

277 French King Hwy.  
Gill, MA 01354  
United States  
Website: www.halecustomsigns.com  
Info@Halecustomsigns.Com: 4137745663

QUANTITY	DESCRIPTION	UNIT COST	COST
1	Custom cut vinyl graphics 15" x 10ft MONTAGUE TOWN HALL and two window graphics Town Hall Annex Meeting Room 24" wide x 8.5" tall high performance cast film white.	\$529.50	\$529.50
1	Apply overhead wall graphics and 2 window graphic applications	\$297.50	\$297.50

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

**Town of Montague**

Sign: \_\_\_\_\_

Print: Richard Kuklewicz

Date: Jan. 6, 2025

**Hale Custom Signs Inc.**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Subtotal \$827

Total Tax \$0

**TOTAL CONTRACT \$827**

Required Deposit \$620.25

FINAL BALANCE \$206.75

Please make all checks payable to: Hale Custom Signs, Inc. This proposal may be withdrawn if not accepted within 30 days. By signing, Customer accepts Hale Custom Signs proposal for the Job and agrees to all of the terms of the purchase contract. All Artwork Property of Hale Custom Signs Inc. Copyright 2024- Deposits can be made via ACH check or credit card using our secure payments link at [www.halecustomsigns.com](http://www.halecustomsigns.com) payment tab at the bottom of the homepage.



TOWN HALL  
ANNEX

TOWN HALL  
ANNEX  
MEETING ROOM

CAUTION  
DOOR

VISITORS  
PARKING



# Community Development Discretionary Account Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

**Authorization to transfer \$ 827.00**

**From:** CD Discretionary Unallocated (225-5-184-5200)

**To:** CD Town Hall Signage

Request Date: January 6, 2025

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Selectboard Chair

**Balances before transfer**

CD Discretionary Unallocated: \$66,226.05

CD Town Hall Signage: \$ (827.00)

**Balances post transfer**

CD Discretionary Unallocated: \$65,399.05

CD Senior Center Siding Replacement Project: \$827.00

**Massachusetts Department of Energy Resources (DOER)  
Energy Efficiency and Conservation Block Grant (EECBG)  
Project-based Clean Energy Planning Reporting**

**Municipality:** Montague

**Project name:** Municipal Building Decarbonization Planning

**Contact name:** Christopher Nolan-Zeller

**Contact title:** Assistant Town Administrator

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

**Contact phone:** (413) 863-3200 x109

**Reporting frequency:** Quarterly

Reporting deadline	Period of performance	Milestone	Amount requested
11/30/2024	10/1/2024 - 11/30/2024	Environmental review; Historic review; Procurement	

**Backup documentation checklist (attach or otherwise include with submission)**

- Environmental review documentation
- Historic preservation review documentation
- Municipal procurement policy
- Written request to use noncompetitive procurement process, including reason for request, and description and documentation of how PowerOptions was selected/procured

**Metrics**

Other policies developed or improved	
Capacity of solar thermal systems planning supported (square feet)	
Capacity of electricity savings supported (kW)	
Capacity of fuel oil savings supported (gallons)	
Capacity of natural gas savings supported (MMcf)	
Number of building energy audits performed	
Square footage of building energy audits performed	



**Narrative**

Please discuss project experiences not reflected in your program metrics, including:

- Achievements
- Challenges and/or opportunities encountered
- Insights gleaned
- Feedback given
- Anecdotes
- Other

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**Municipal executive signature**

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**Municipal executive name (printed)**

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**Date**



*Office of the Selectboard*  
**Town of Montague**

1 Avenue A (413) 863-3200 Ext. 109  
Turners Falls, MA 01376 FAX: (413) 863-3231

December 31, 2024

Caitlin Hart, Clean Energy Project Coordinator  
Massachusetts Department of Energy Resources  
100 Cambridge Street, 9<sup>th</sup> Floor  
Boston, MA 02114

Dear Caitlin,

The Town of Montague is requesting to use a noncompetitive procurement process to select a vendor for its project funded by a Subaward for the Energy Efficiency Conservation Block Grant (EECBG).

Under Massachusetts General Law Chapter 30B, contracts with architects, engineers, or related professionals are considered exempt from those competitive requirements which are required for most other government service contracts in excess of \$10,000.00.

The Town of Montague has chosen to partner with the non-profit organization PowerOptions to assist with formulating strategic decarbonization roadmaps for nine Town-owned facilities. PowerOptions was selected due to its successful track record of working with hundreds of organizations across Southern New England for clean energy planning projects. PowerOptions has agreed to provide the Town with the services contained in its EECBG agreement for a total of \$27,000, equating to \$3,000 for each of the facilities being reviewed.

Please contact me if you have any other questions concerning the Town's selection of PowerOptions, or more broadly about the status of its EECBG-funded building decarbonization planning.

Sincerely,

Christopher Nolan-Zeller, Assistant Town Administrator

*The Town of Montague is an Equal Opportunity Provider & Employer.*

Carnegie Library Basement  
Before Renovation



POSTER: INFORMATIONAL CHART WITH MULTIPLE SECTIONS AND IMAGES.

POSTER: MAKER & TAYLOR Books. We're Leading the Way

STAPLES BASIC DUTY Storage Boxes



Amazon Prime logo on a box

BASIC DUTY CONTENTS: Milk & Milk (see label)

BASIC DUTY ARCHIVAL Envelopes

BASIC DUTY CONTENTS: Milk (see label for information on use)





BAKER & TAYLOR

BAKER & TAYLOR

BASIC DUTY

BASIC DUTY

CONTENTS:  
Cathie books & old toaster  
Eas

BASIC DUTY

CONTENTS:  
Old toaster microwave

WHEELER  
MACHINERY  
BELT & DISC SANDER



Carnegie Library Basement  
After Renovation

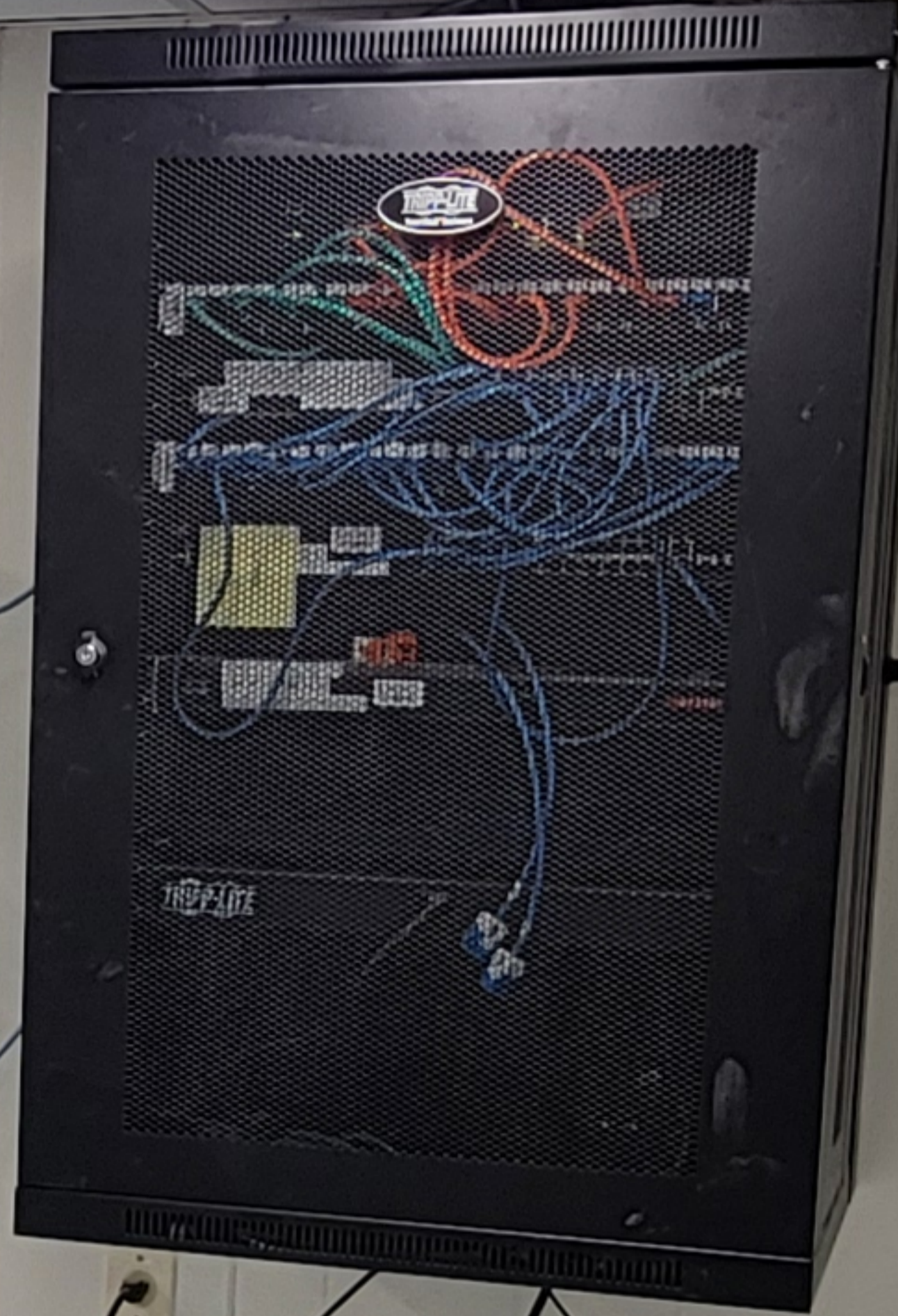








EXIT







←EXIT

SPECIAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
February 12, 2025

Franklin, ss.

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Wednesday, February 12, 2025, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

**ARTICLE 1:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$36,000 or any other amount for the purpose of supplementing the FY25 Reserve Fund Budget, or pass any vote or votes in relation thereto.

(Finance Committee Request)

**ARTICLE 2:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 3:** To see if the Town will vote to appropriate the sum of \$20,547 for the purpose of increasing the amount appropriated pursuant to Article #13 of the May 4, 2024, Annual Town Meeting, which provided funding for the tuition and transportation for a Smith Vocational Montague student, or pass any vote or votes in relation thereto.

(Town Accountant Request)

**ARTICLE 4:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$24,751.20, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article #18C of the May 22, 2021, Annual Town Meeting, which provided funds for bid and project overruns, or pass any vote or votes in relation thereto.

(Town Administrator Request)

**ARTICLE 5:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$48,500, or any other amount, for the purpose of conducting a conference room and breakroom renovation at the Clean Water Facility, including any and all incidental and related costs, or pass any vote or votes in relation thereto.  
(Clean Water Facility Request)

**ARTICLE 6:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$24,000, or any other amount, for the purpose of supplementing the FY25 Airport operating budget with \$7,000 going to Airport PT Intern, \$13,000 to the Airport Build and Grounds, and \$4,000 to the Airport Equipment Repair and Maintenance account and any and all incidental or related costs, or pass any vote or votes in relation thereto.

(Airport Request)

**ARTICLE 7:** To see if the Town will vote to accept as a public way the roadway known as Sandy Lane, as heretofore laid out by the Selectboard and shown on a plan of land entitled "Proposed Street Acceptance Plan 'Sandy Lane' Plan of Land in Montague, Massachusetts," dated January 18, 2024, prepared by Harold L. Eaton and Associates, Inc., on file with the Town Clerk, and authorize the Selectboard to acquire, by gift, purchase, and/or eminent domain, the fee to and/or easements in Sandy Lane for all purposes for which public ways are used in the Town of Montague and any drainage, utility and/or other easements related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

**TOWN OF MONTAGUE**

ORDER OF LAYOUT OF SANDY LANE

Whereas the Selectboard of the Town of Montague, acting pursuant to G.L. c. 82, §§21-24, having deemed that common convenience and necessity require the acceptance of Sandy Lane as a town way, hereby lays out Sandy Lane as a public way, all as shown on the plan referenced below, and

Whereas the boundaries of the layout of Sandy Lane are shown on a plan entitled “Proposed Street Acceptance Plan ‘Sandy Lane’ Plan of Land in Montague, Massachusetts,” dated January 18, 2024, prepared by Harold L. Eaton and Associates, Inc., which plan was referred to the Planning Board and which plan is hereby adopted as a part of this Order, and all land lying within the layout of the Sandy Lane is hereby laid out as a public way.

The aforementioned plan is hereby forwarded to the Town Clerk for filing and the foregoing layout is hereby reported to the Town for acceptance.

Adopted: January 6, 2025.

TOWN OF MONTAGUE,  
By its Selectboard

\_\_\_\_\_  
Richard Kuklewicz, Chair

\_\_\_\_\_  
Christopher Boutwell, Vice Chair

\_\_\_\_\_  
Matthew Lord, Clerk

Filed in the office of the  
Town Clerk, \_\_\_\_\_, 2025  
Town Clerk, Attest



I REPORT THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

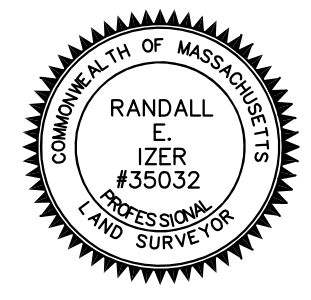
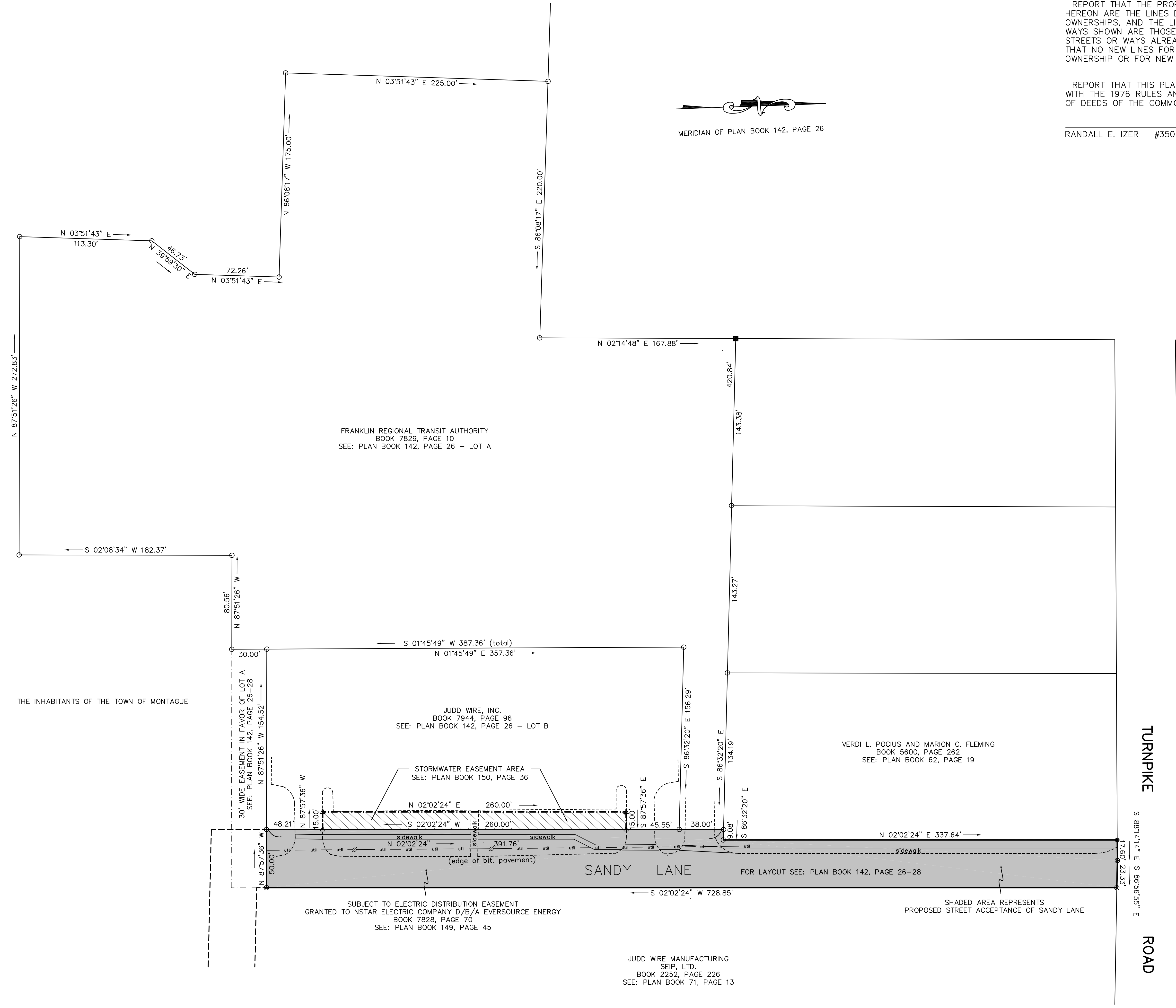
I REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE 1976 RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

RANDALL E. IZER #35032



**LEGEND**

- FOUND IRON PIN
- REBAR TO BE SET
- FOUND CONCRETE BOUND
- FOUND STONE BOUND
- △ UNMARKED POINT
- ⊕ UTILITY POLE
- ⊙ RAILROAD SPIKE TO BE SET



**"PROPOSED STREET ACCEPTANCE PLAN"  
"SANDY LANE"  
PLAN OF LAND IN  
MONTAGUE, MASSACHUSETTS  
PREPARED FOR  
THE TOWN OF MONTAGUE**

SCALE: 1"=40' JANUARY 18, 2024  
HAROLD L. EATON AND ASSOCIATES, INC.  
REGISTERED PROFESSIONAL LAND SURVEYORS  
235 RUSSELL STREET - HADLEY - MASSACHUSETTS  
413-584-7599 413-585-5976 (fax)  
email - hleaton@aol.com



JUDD WIRE MANUFACTURING  
SEIP, LTD.  
BOOK 2252, PAGE 226  
SEE: PLAN BOOK 71, PAGE 13

SUBJECT TO ELECTRIC DISTRIBUTION EASEMENT  
GRANTED TO NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY  
BOOK 7828, PAGE 70  
SEE: PLAN BOOK 149, PAGE 45

VERDI L. POCIUS AND MARION C. FLEMING  
BOOK 5600, PAGE 262  
SEE: PLAN BOOK 62, PAGE 19

JUDD WIRE, INC.  
BOOK 7944, PAGE 96  
SEE: PLAN BOOK 142, PAGE 26 - LOT B

FRANKLIN REGIONAL TRANSIT AUTHORITY  
BOOK 7829, PAGE 10  
SEE: PLAN BOOK 142, PAGE 26 - LOT A

THE INHABITANTS OF THE TOWN OF MONTAGUE

30' WIDE EASEMENT IN FAVOR OF LOT A  
SEE: PLAN BOOK 142, PAGE 26-28  
SEE: PLAN BOOK 142, PAGE 26 - LOT B

STORMWATER EASEMENT AREA  
SEE: PLAN BOOK 150, PAGE 36

SHADED AREA REPRESENTS  
PROPOSED STREET ACCEPTANCE OF SANDY LANE

FOR LAYOUT SEE: PLAN BOOK 142, PAGE 26-28



**TOWN OF  
MONTAGUE  
MASSACHUSETTS**

TOWN HALL  
One Avenue A  
Turners Falls, MA 01376

Planning Board  
(413) 863-3200 ext. 112  
Planner@montague-ma.gov

**MEMORANDUM**

**TO: Selectboard  
Steve Ellis, Town Administrator  
Walter Ramsey, Assistant Town Administrator**  
**FROM: Planning Board**  
**RE: Planning Board Recommendation: Accept Sandy Lane as a Public Way**  
**DATE: February 28, 2024**

---

Planning Board members sitting are: Ron Sicard, Chair, Liz Irving, and Samuel Guerin. Planning Board member George Cooke recused himself from this agenda item, as his company prepared the plan.

At its February 27, 2024 meeting, the Planning Board reviewed the following submitted materials:

- Selectboard Referral Letter to Planning Board, dated January 29, 2024;
- Selectboard Votes Intention to Lay Out Sandy Lane as a Public Way;
- Plan entitled “Proposed Street Acceptance Plan ‘Sandy Lane’ Plan of Land in Montague, Massachusetts,” prepared by Harold L. Eaton and Associates, Inc., dated January 18, 2024;
- Planning Board Approved Form C1: Certificate of Decision on Definitive Subdivision Plan, dated July 25, 2017;
- Planning Board Approved “Definitive Subdivision Plan Sandy Lane Subdivision Montague, Massachusetts,” prepared by Fuss & O’Neil Inc., dated July 11, 2017;

Site Visit: Planning Board members: Chair Ron Sicard, Liz Irving, Samuel Guerin, and Bob Obear conducted a site visit at Sandy Lane at 4:30pm on February 26, 2024. The purpose of the site visit was to verify that all improvements have been built according to the approved Definitive Subdivision Plan for Sandy Lane and to verify existing conditions.

Discussion: Planning Board members stated that they observed a section of sidewalk near the two (2) adjacent crosswalks at the corner of Sandy Lane and Turnpike Road was not built. See photo:



Figure 1: Sandy Lane sidewalk, missing sidewalk section. Photo taken on February 26, 2024

The Planning Board members discussed their observations at the site visit. Liz Irving stated that overall, the constructed improvements were built to plan and looked to be in good condition, with one exception. Stated that there is a missing sidewalk section that wasn't built. Ron Sicard stated this missing sidewalk gap poses a tripping hazard for pedestrians, particularly for those who may have a mobility impairment, limited to no vision, and those using a stroller. Ron Sicard stated that the Planning Board would like the public right-of-way to be a "complete street" which provides a safe, complete accessible route connecting pedestrians from the sidewalk to the adjacent crosswalks, as well as providing a safe/complete vehicular connections for motorists.

Planning Board member Bob Obear submitted the following email correspondence, dated 2/27/2024: "I am not sure if I can attend tonight's meeting. I did attend the site visit and agreed that the sidewalk should be connected to the existing crossing pad. It appears as though the neighbor is using this space to tip their dumpster. There could be impact or damage to the existing sidewalk (new) from a dumpster truck traveling over the corner. Ron took photos. Best, Bob Obear"

Planning Board members discussed reasons why they support the Selectboard's intention to have the Town accept Sandy Lane as a public way. Reasons include: abutting properties will now be served by this public way; providing 50 feet of frontage extending to the end of Sandy Lane could allow possible future land uses to occur; the Town DPW will be responsible to maintain and repair the public way; and the Town will be eligible for collect Chapter 90 funds for this new public way.

**MOTION:** Moved by Liz Irving to give a positive recommendation to the Selectboard to accept Sandy Lane as a public way for reason stated above, with the suggested condition that the missing sidewalk section be built. Seconded by Samuel Guerin. No discussion.

Roll call Vote:

Ron Sicard, Chair	AYE
Liz Irving	AYE
Samuel Guerin	AYE

**UPDATE:**

Missing sidewalk section patched with asphalt by Montague DPW. Photo taken 1/2/2025



# FY26 Budget Schedule

**Task Owner**

- Selectboard
- Wendy
- Walter
- Angelica
- Education
- CIC

rev date 12.16.2024

**Schedule Targets:**

STM Feb 12 2025

ATM May 7 2025 and May 14 2025

Notable FinCom Tasks  
In addition to Regular Meetings

OCTOBER 2024

	S	M	T	W	Th	F	S
Forecasting tool, 6 yr CIC Plan, FinPol Guidelines	6	7	1	2	3	4	5
	13		15	16	17	18	19
	20	21	22	17	24	25	26
10/31/2024 Town Dept Preliminary Capital Requests	27	28	29	30	31		

NOVEMBER 2024

	S	M	T	W	Th	F	S
11/1/2024 Prelim AA to GM, budget forms to depts						1	2
11/5/2024 Release budget guidance and outline	3	4	5	6	7	8	9
	10		12	13	14	15	16
	17	18	19	20	21	22	23
11/27/2024 GMRSD Capital Requests Due	24	25	26	27		29	30

11/6: FinCom Meeting to begin Budget Process outline

DECEMBER 2024

	S	M	T	W	Th	F	S
12/2/2024 FY25 tax rate classification hearing	1	2	3	4	5	6	7
12/9/2024 Budget requests due to Acct	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23			26	27	28
	29	30	31				

12/11: Finance Committee sets department schedule.

Draft STM Warrant and final Excess Capacity Budget

JANUARY 2025

	S	M	T	W	Th	F	S
1/8/2025 CIC/ATA solidify capital article slate for STM	5	6	7	8	9	10	11
1/21/2025 Draft articles and motions to Counsel	12	13	14	15	16	17	18
1/27/2025 SB finalizes STM Warrant, makes recommendations	19		21	22	23	24	25
1/29/2025 CIC/ATA solidify capital article slate for ATM	26	27	28	29	30	31	
1/29/2025 Final background due 1/29, mailing on 1/30							

STM articles, start 1/8, cont 1/15 if needed

1/8: DPW and STM Articles

1/15: Cemetery, Airport, and STM Articles

1/22: Library, CWF, and STM Articles(5:30 start time?)

# FY26 Budget Schedule

**Task Owner**

- Selectboard
- Wendy
- Walter
- Angelica
- Education
- CIC

rev date 12.16.2024

**Schedule Targets:**

STM Feb 12 2025

ATM May 7 2025 and May 14 2025

Notable FinCom Tasks  
In addition to Regular Meetings

FEBRUARY 2025

	S	M	T	W	Th	F	S	
							1	
2/5/2025 GMRSD Budget joint meeting w Gill (location TBD)	2	3	4	5	6	7	8	2/5: GMRSD Budget Meeting
2/12/2025 Special Town Meeting tentative 2/12	9	10	11	12	13	14	15	
2/18/2025 Selectboard finalizes budget recommendations	16		18	19	20	21	22	2/19: GMRSD Budget, SB Recommendations
2/19/2025 *TA brings SB budget recs to FC 2/19	23	24	25	26	27	28		2/26: Final revenue, GMRSD AA, CIC Updates
<b>*SB Budget Recommendations likely to be determined on 2/10</b>								2/25: AA final # for FY26 to GMRSD by 2/28

MARCH 2025

	S	M	T	W	Th	F	S	
							1	
	2	3	4	5	6	7	8	3/5: final vote sch I & II + non-CIC articles
3/10, 3/11 School budget votes GMRSD 3/10; FCTS 3/11	9	10	11	12	13	14	15	3/12: CIC/FC/SB - capital requests, CIC report, votes
3/20/2025 May ATM articles due	16	17	18	19	20	21	22	3/19: FCTS, SB/FC reconciliation, Vote remaining Articles
3/24/2025 SB approve draft warrant	23	24	25	26	27	28	29	3/26: FC Final votes, report
3/25/2025 Angelica Drafts motions 3/25/24	30	31						
3/27/2025 Absolute final date for articles								

APRIL 2025

	S	M	T	W	Th	F	S	
			1	2	3	4	5	4/2: FC final votes, reviews background
4/7/2025 SB executes final warrant (deadline 4/14)	6	7	8	9	10	11	12	4/9: FC and CIC reports finalized
4/15/2025 post warrant on 4/16 (deadline 4/23)	13	14	15	16	17	18	19	
4/22/2025 Mail and post warrant packet 4/23 (deadline 4/23)	20		22	23	24	25	26	
	27	28	29	30				4/30: FC Town Meeting prep

MAY 2025

	S	M	T	W	Th	F	S	
					1	2	3	
	4	5	6	7	8	9	10	ATM 5/7
	11	12	13	14	15	16	17	ATM Reconvene 5/14
	18	19	20	21	22	23	24	
	25		27	28	29	30	31	

<a href="#">TOC</a>	FY2026 BUDGET SUMMARY	FY24 Budget	FY25 Budget	FY26 Requested Level Services	FY26 BOS Recommend	FY26 FC Recommend	Source Taxation
	updated since FY23 budget file	29,860,879					
	<b>SOURCES</b>						
	NET LEVY	21,596,879	22,222,502	23,139,270	23,139,270	23,139,270	23,139,270
	STATE AID (NET OF CHARGES)	1,914,986	2,085,265	2,151,545	2,151,545	2,151,545	2,151,545
	LOCAL RECEIPTS	1,943,490	1,859,096	1,930,969	1,930,969	1,930,969	1,930,969
	FREE CASH	-	-	-	-	-	-
	OTHER AVAILABLE FUNDS	-	-	-	-	-	-
	Sp Article Balances	12,099	-	-	-	-	-
	Transportation Infrastructure RRA	7	-	-	-	-	-
	Reserve for Excluded Debt	-	487	-	-	-	-
	Overlay Surplus	-	-	-	-	-	-
	Colle Receipts Reserved for Appropriation	53,250	52,250	52,250	52,250	52,250	52,250
	Sale of Real Estate	-	26,041	-	-	-	-
	FREE CASH FOR SPECIAL ARTICLES	2,180,701	314,000	-	-	-	-
	TOWN CAPITAL STABILIZATION	100,000	228,500	-	-	-	-
	TOWN STABILIZATION	-	-	-	-	-	-
	FCTS STABILIZATION	-	-	-	-	-	-
	GMRSD STABILIZATION	-	-	-	-	-	-
	CWF CAPITAL STABILIZATION	-	-	-	-	-	-
	CANNABIS IMPACT STABILIZATION	-	-	-	-	-	-
	BORROWING IN ANTICIPATION OF GRANTS	-	-	-	-	-	-
	TOWN BORROWING	-	836,500	-	-	-	-
	CWF BORROWING	-	283,800	-	-	-	-
	CWF RETAINED EARNINGS	352,364	-	-	-	-	-
	CWF USER FEES	2,719,224	2,759,825	2,813,208	2,813,208	2,813,208	2,813,208
	AIRPORT USER FEES	426,965	286,043	302,964	302,964	302,964	302,964
	<b>TOTAL ESTIMATED SOURCES</b>	<b>31,299,965</b>	<b>30,954,309</b>	<b>30,390,206</b>	<b>30,390,206</b>	<b>30,390,206</b>	<b>27,221,784</b>
	GENERAL FUND SOURCES - NET OF BORROWING, TFHS DEBT BALANCE, CWF, AIRPORT, COLLE			27,221,784		27,221,784	
		FY24 Budget	FY25 Budget	FY26 Requested	FY26 BOS	FY26 FC Recommend	
	<b>GENERAL GOVERNMENT</b>						
	113 TOWN MEETING	2,980	3,180	3,180	3,180	3,180	
	122 SELECTBOARD	330,581	326,230	324,662	324,662	324,662	
	131 FINANCE COMMITTEE	2,000	600	600	600	600	
	132 RESERVE FUND	50,000	50,000	50,000	50,000	50,000	
	136 TOWN ACCOUNTANT	90,500	93,000	95,044	95,044	95,044	
	141 ASSESSORS	189,801	186,059	180,122	180,122	180,122	
	145 TREASURER/COLLECTOR	231,048	206,965	208,335	208,335	208,335	
	151 TOWN COUNSEL	80,000	87,475	82,475	82,475	82,475	
	155 INFORMATION TECHNOLOGY	80,500	92,252	103,352	103,352	103,352	
	159 SHARED COSTS	85,907	93,499	112,430	112,430	112,430	
	161 TOWN CLERK	243,041	237,224	219,144	219,144	219,144	
	175 PLANNING	134,429	140,788	142,394	142,394	142,394	
	176 ZONING BOARD OF APPEALS	700	700	700	700	700	
	190 PUBLIC BLDG UTILITIES	155,932	140,050	145,000	145,000	145,000	
	197 FARMERS MARKET	1,000	5,200	5,700	5,700	5,700	
	<b>TOTAL GENERAL GOVERNMENT</b>	<b>1,678,419</b>	<b>1,663,222</b>	<b>1,673,138</b>	<b>1,673,138</b>	<b>1,673,138</b>	
	<b>PUBLIC SAFETY</b>						
	211 POLICE	1,970,054	2,067,608	2,058,707	2,058,707	2,058,707	
	212 POLICE CRUISER	68,100	60,000	60,000	60,000	60,000	
	213 DISPATCH	395,588	410,788	410,868	410,868	410,868	
	243 BUILDING INSPECTOR	148,621	155,082	149,926	149,926	149,926	
	244 SEALER OF WEIGHTS	7,182	7,182	7,182	7,182	7,182	
	291 EMERGENCY MANAGEMENT	6,265	6,944	6,944	6,944	6,944	
	292 ANIMAL CONTROL	23,112	23,658	23,658	23,658	23,658	
	294 FOREST WARDEN	1,710	1,882	1,882	1,882	1,882	
	299 TREE WARDEN	30,285	30,474	30,474	30,474	30,474	
	<b>TOTAL PUBLIC SAFETY</b>	<b>2,650,917</b>	<b>2,763,598</b>	<b>2,749,641</b>	<b>2,749,641</b>	<b>2,749,641</b>	
	<b>PUBLIC WORKS</b>						
	420 DEPT OF PUBLIC WORKS	1,747,506	1,772,006	1,866,475	1,866,475	1,866,475	
	DPW CAPITAL LEASE	-	-	-	-	-	
	423 SNOW & ICE	311,250	321,250	324,750	324,750	324,750	
	433 SOLID WASTE	679,221	802,776	835,300	835,300	835,300	
	480 CHARGING STATIONS	7,380	11,980	11,980	11,980	11,980	
	491 CEMETERIES	30,150	32,150	32,150	32,150	32,150	
	<b>TOTAL PUBLIC WORKS</b>	<b>2,775,507</b>	<b>2,940,162</b>	<b>3,070,655</b>	<b>3,070,655</b>	<b>3,070,655</b>	
	<b>HUMAN SERVICES</b>						
	511 BOARD OF HEALTH	175,444	168,004	172,144	172,144	172,144	
	541 COUNCIL ON AGING	58,593	59,272	77,207	77,207	77,207	
	543 VETERANS' SERVICES	76,500	77,897	101,000	101,000	101,000	
	<b>TOTAL HUMAN SERVICES</b>	<b>310,537</b>	<b>305,173</b>	<b>350,351</b>	<b>350,351</b>	<b>350,351</b>	
	<b>CULTURE &amp; RECREATION</b>						
	610 LIBRARIES	503,336	518,233	544,666	544,666	544,666	
	630 PARKS & RECREATION	160,703	164,826	169,326	169,326	169,326	
	691 HISTORICAL COMMISSION	500	500	500	500	500	
	693 WAR MEMORIALS	1,600	1,600	1,600	1,600	1,600	
	<b>TOTAL CULTURE &amp; RECREATION</b>	<b>666,139</b>	<b>685,159</b>	<b>716,092</b>	<b>716,092</b>	<b>716,092</b>	
	<b>DEBT SERVICE</b>						
	700 DEBT SERVICE	1,154,319	1,158,857	1,160,025	1,160,025	1,160,025	
	<b>INTERGOVERNMENTAL</b>						
	840 INTERGOVERNMENTAL	113,924	116,874	120,359	120,359	120,359	
	<b>MISCELLANEOUS</b>						
	910 EMPLOYEE BENEFITS	2,490,334	2,657,083	2,752,385	2,752,385	2,752,385	
	946 GENERAL INSURANCE	120,600	119,600	123,188	123,188	123,188	
	<b>TOTAL MISCELLANEOUS</b>	<b>2,610,934</b>	<b>2,776,683</b>	<b>2,875,573</b>	<b>2,875,573</b>	<b>2,875,573</b>	
	<b>GRAND TOTAL GENERAL FUND</b>	<b>11,960,696</b>	<b>12,409,728</b>	<b>12,715,834</b>	<b>12,715,834</b>	<b>12,715,834</b>	<b>12,715,834</b>
	<b>GF Change</b>	<b>10.5%</b>	<b>3.8%</b>	<b>2.5%</b>			
	<b>CLEAN WATER FACILITY</b>						
	440 CLEAN WATER FACILITY	2,015,729	2,116,590	2,167,248	2,167,248	2,167,248	
	CWF CAPITAL OUTLAY	58,500	58,500	58,500	58,500	58,500	
	449 DPW SUBSIDIARY	84,650	85,150	85,150	85,150	85,150	
	700 CWF DEBT	483,614	478,365	485,028	485,028	485,028	
	910 CWF EMPLOYEE BENEFITS	363,631	380,719	383,183	383,183	383,183	
	<b>TOTAL CWF</b>	<b>3,006,124</b>	<b>3,119,324</b>	<b>3,179,109</b>	<b>3,179,109</b>	<b>3,179,109</b>	<b>365,901</b>
	482 AIRPORT	284,915	255,238	271,625	271,625	271,625	132,693

FY2026 BUDGET SUMMARY		FY24	FY25	FY26	FY26	FY26	Source
29,860,879		Budget	Budget	Requested	BOS	FC Recommend	Taxation
				Level Services	Recommend		
updated since FY23 budget file							
700	AIRPORT DEBT	101,535	102,775	99,935	99,935	99,935	
910	AIRPORT EMPLOYEE BENEFITS	40,515	61,664	64,097	64,097	64,097	
	TOTAL AIRPORT	426,965	419,677	435,657	435,657	435,657	132,693
300 EDUCATION							
	FCTS	1,053,018	837,356	917,650	917,650	917,650	917,650
	GMRSD	11,809,191	12,143,442	12,612,629	12,612,629	12,612,629	12,612,629
	TOTAL EDUCATION	12,862,209	12,980,798	13,530,279	13,530,279	13,530,279	13,530,279
RAISE DEBT SERVICE DEFICIT							
	GRAND TOTAL	28,255,994	28,929,527	29,860,879	29,860,879	29,860,879	26,744,707
PLUS SPECIAL ARTICLES/NEW REQUESTS							
		FY24	FY25	FY26	FY26	FY26	
Policy: Taxation transfer to FCTS Stabilization							
<b>SPECIAL ARTICLES</b>							
	Operating Appropriation to OPEB	50,000	50,000	50,000	50,000	50,000	50,000
	Add'l Appropriation to OPEB						
	Operating Appropriation to CI Stab	47,099	46,761	49,664	49,664	49,664	49,664
	Operating Appropriation to Town Gen Stab	37,388	-	74,496	74,496	74,496	74,496
	Add'l Approp to Town GSF to meet minimum	-	-	2,340	2,340	2,340	2,340
	Add'l Approp to FCTS Stab per policy	21,940	-	-	-	-	-
	50% Kearsarge Lease - 48.5 % to GM Stab	41,339	34,323	38,718	38,718	38,718	38,718
	50% Kearsarge Lease - 51.5 % to Town Cap Stab	43,896	36,446	41,113	41,113	41,113	41,113
	50% Kearsarge Lease - 51.5 % to Town Cap Stab	43,896	36,446	41,113	41,113	41,113	41,113
	Add'l to Town Cap Stab						
	Add to CWF Captial Stabilization Fund						
	Assessors Legal/Val services		260,000	-	-	-	-
	Add to Conservation Fund	10,000	10,000	10,000	10,000	10,000	10,000
	Smith VoTech Tuition and Transportation		36,000	59,000	59,000	59,000	59,000
	DPW Discretionary based on balance end of March	70,592	64,218	-	-	-	-
	Replace 20 ton trailer		40,402	-	-	-	-
	10 Wheel Dump Truck		365,000	-	-	-	-
	Town Hall Parking Lot Rehab		296,000	-	-	-	-
	Repave 1st Street Alley		30,000	-	-	-	-
	Sewer pipe + manhole relining		78,500	-	-	-	-
	New Main Branch Library Feasibility Study		150,000	-	-	-	-
	Strathmore Building Security		-	-	-	-	-
	Hillcrest Paving and Sidewalks		175,500	-	-	-	-
	Sheffield Main Office Reconfiguration		24,000	-	-	-	-
	Hillcrest Café Reconfiguration Withdrawn for FY25		-	-	-	-	-
	MF/Erving overage charge CY 2023 added to budget per SB		-	-	-	-	-
	CWF MC Pump Station Rehab		283,800	-	-	-	-
	Use Cannabis Impact Stabilization						
	Colle RRA	53,250	52,250	52,250	52,250	52,250	
	Overlay Surplus to OPEB	250,000	-	-	-	-	
	Free Cash to Reserves	2,000,000	-	-	-	-	
	Total Special Articles	3,298,085	2,069,646	418,694	418,694	418,694	366,444
	TOTAL ESTIMATED USES	31,554,079	30,999,173	30,279,573	30,279,573	30,279,573	27,111,151
SUMMARY							
	TOTAL ESTIMATED SOURCES	31,299,965	30,954,309	30,390,206	30,390,206	30,390,206	27,221,784
	TOTAL ESTIMATED USES	(31,554,079)	(30,999,173)	(30,279,573)	(30,279,573)	(30,279,573)	(27,111,151)
	ESTIMATED SHORTFALL	(254,114)	(44,864)	110,633	110,633	110,633	110,633





*Board of Selectmen*  
Town of Montague

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 Ext. 108  
FAX: (413) 863-3231

January 6, 2025

The **Annual Town Meeting** will be held on **Wednesday, May 7, 2025** at Turners Falls High School, 222 Turnpike Road, Montague

Please be advised article submissions for the Annual Town Meeting will close on Wednesday, March 19, 2025 at 4:00 P.M. All requests must be submitted on the appropriate forms obtained from the Selectboard's Office by this deadline, no further articles will be added to the warrant after this date.

Thank you.

Wendy Bogusz  
Executive Assistant



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey  
Governor

Kimberley Driscoll  
Lieutenant Governor

Rebecca L. Tepper  
Secretary

Bonnie Heiple  
Commissioner

December 17, 2024

Steven Ellis  
Town Administrator  
Town of Montague  
1 Avenue A  
Turners Fall, MA 01376

Dear Mr. Ellis:

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Montague Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town of Montague has earned 16 points and will receive \$9,600.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. This year, we are awarding more than \$4 million in SMRP funding to 285 municipalities and regional groups.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions, and supporting economic activity in the Commonwealth. Recycling Dividend Program funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction, and more. Please refer to the [RDP Approved Expenses List](#) for more information. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the [Recycling IQ Kit](#) and [Recycle Smart MA](#) website and to consult with your MassDEP [Municipal Assistance Coordinator](#) for assistance in implementing these best practices.

To accept your grant award, please sign and return the attached RDP Contract via email to Cathy Doodnauth at [Cathy.Doodnauth@mass.gov](mailto:Cathy.Doodnauth@mass.gov) before **February 15, 2025**. After we receive your signed RDP contract, funds will be sent to your community. The receipt of grant funds is contingent upon the grantee being able to certify that it will comply with the Massachusetts General Laws, including G.L. c. 40A, § 3A, the MBTA Communities Act. Compliance with the MBTA Communities Act is determined by the Executive Office of Housing and Livable Communities.

Should you have any questions, please email Rachel Smith at [Rachel.Smith@mass.gov](mailto:Rachel.Smith@mass.gov). Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Bonnie Heiple, Commissioner

**GRANT SCOPE OF WORK  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE Town of Montague (“Grantee”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”). The Municipality has earned a payment of \$9,600.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling, and waste reduction. Municipalities receive payments according to the number of points their program earns based on the [2024 Details: Recycling Dividends Program](#) and number of residential households served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

**Duration of the Grant:** The term of this Scope of Work shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

**RESPONSIBILITIES OF THE MUNICIPALITY**

1. **Authority:** The Signatory of this Grant Scope of Work is authorized by the governing body of the Grantee to enter into this Grant Scope of Work on behalf of the Grantee and accept and utilize this Grant.
2. **Commonwealth Terms and Conditions:** The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee’s executed Master Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities as identified in the Grant Scope of Work, then, at the election of MassDEP, (a) the Grantee may be deemed ineligible to participate for what time remains of the grant period; and/or (b) title to all grant materials purchased with these grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years; and/or (d) the Grantee shall repay the grant funds to MassDEP within 90 days. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Grantee shall follow the instructions of MassDEP regarding possession of the grant materials (e.g., collection container). The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Grantee has established paper, bottle, and can recycling in all municipal buildings offices and meeting spaces, including schools. The Grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice shall be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator or Chief Purchasing Officer and highlights specific opportunities to buy recycled products, the benefits of buying recycled and encourages the purchase of these products. The Grantee shall continue to send an annual notification during the term of the Grant.
6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. See [2024 Details: Recycling Dividends Program](#) guidance document for additional information on point value.

**RDP Payment Brackets**

# of Households that Receive Trash Service Provided by the Municipality	Point Value Basic Level 1-9 pts.	Point Value Advanced Level ≥ 10 pts. or RDP EJ Populations
0 - 1,999	\$245	\$350
2,000 - 4,999	\$420	\$600
5,000 - 7,499	\$770	\$1,100
7,500 - 9,499	\$910	\$1,300
9,500 - 12,499	\$1,260	\$1,800
12,500 - 16,999	\$2,100	\$3,000
17,000 - 24,999	\$2,450	\$3,500
25,000 - 31,999	\$2,800	\$4,000
32,000 - 99,999	\$4,550	\$6,500
100,000 +	\$7,000	\$10,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2023 and June 30, 2024 and that these programs fully meet the performance standard set forth in the [2024 Details: Recycling Dividends Program](#) guidance document.
8. **Use of Funds:** RDP Payments shall be expended on activities and programs listed on the [Approved Spending Categories](#) for the Recycling Dividends Program and Regional Small Scale Initiative Funds, to enhance the performance of the Municipality’s waste reduction programs. Use of a dedicated account is required. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.
9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e., proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.
10. **Reporting:** The Grantee shall file an annual Recycling and Solid Waste survey and the RDP Spending Report by February 15<sup>th</sup>, via ReTRAC, for the duration of this grant. Failure to comply with these reporting requirements may jeopardize future grant awards.
11. **Environmental Compliance:** The Grantee understands receipt of a Grant from MassDEP does not in any way imply that the Grantee is in compliance with applicable environmental regulations. This Grant Scope of Work shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee’s facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. **Addendums:** Should MassDEP award additional grant funds, an addendum to the Grant Scope of Work shall be provided to the Grantee. The same terms and conditions apply to the addendum.

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:  
(NET RDP POINTS EARNED) x (VALUE OF EACH POINT)

a. Bulky Items	1
b. Center for Hard to Recycle Materials	2
c. Curbside Recycling Regulation	0
d. Diversity, Equity, and Inclusion	0
e. Household Hazardous Waste	2
f. Organics	2
g. Recycling Center Access	0
h. Reuse Programs	2
i. Solid Waste Reduction	5
j. Textile Recovery Initiatives	1
k. Waste Prevention Outreach and Education	1
TOTAL RDP POINTS EARNED	16
POINT DEDUCTED DUE TO LATE SUBMISSION	N/A
NET RDP POINTS EARNED	16
VALUE OF EACH POINT	\$600
RDP PAYMENT AMOUNT	\$9,600

**IN WITNESS WHEREOF**, MassDEP and the Grantee hereby execute this Grant Scope of Work.

**COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_  
John Fischer, Deputy Division Director, Solid Waste (Date)  
Department of Environmental Protection

**Town of Montague**

Municipal Official(s) Authorized to sign: **Chair Selectboard, Town Administrator**  
VC6000191893

By: \_\_\_\_\_ January 6, 2025  
(Signature) (Date)  
  
Richard Kuklewicz \_\_\_\_\_  
(Print Name) (Title) Selectboard Chair



**Checklist for Recycling Dividends Program Grant Award**  
**This document contains important grant deadlines and requirements.**

**STEP ONE: EXECUTING THE CONTRACT**

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Scope of Work is signed by an **individual currently holding one of the Titles** listed on the Authorized Signatory Listing form, which your municipality filed with MassDEP in 2022. If the person(s) listed on the form has changed (e.g., a new Mayor has been elected), the municipal official with the same title may sign the RDP Scope of Work and a new Authorized Signatory Listing form **IS NOT REQUIRED**.

Please sign and email the RDP Scope of Work to [Cathy.Doodnauth@mass.gov](mailto:Cathy.Doodnauth@mass.gov) for processing of payment no later than February 15, 2025, or funds may be forfeited.

Acceptable forms of signature are:

1. Traditional “wet signature” (ink on paper, scan, and email).
2. Electronic signature that is either hand drawn using a mouse or finger if working from a touch screen device; or
3. Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.

**STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY**

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Scope of Work is returned.
- However, you are required to keep track of approved expenditures, by expense categories. Please review the list of [Approved Spending Categories](#) to determine the appropriate category. Items/activities are listed in the category deemed most appropriate in cases where there is overlap.
- Be prepared to be audited.

**STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE**

- The municipality is required to report all expenditures from the previous calendar year no later than February 15<sup>th</sup>.

Contact [Cathy.Doodnauth@mass.gov](mailto:Cathy.Doodnauth@mass.gov) with any questions.



TO: Collective Highway Bid Participants

FROM: Laura Phelps, Chief Procurement Officer (ph 413-774-3167 x104)  
Email [lphelps@frcog.org](mailto:lphelps@frcog.org)

RE: FY26 Budget Notice and Signatory Authorization Form

DATE: December 30, 2024

In order to consolidate the collection of information requiring Select Board / Awarding Authority review and approval, we are providing the following details for the upcoming round of Collective Highway bids.

***FY 2026 Fee Structure***

To assist with each municipalities' budget planning, please use the following figure for the structure of fees that will apply to the Collective Highway Bid program for FY26. (This is the projected fee schedule for FY26, which represents an approximate 5% increase).

<i>Town Population</i>	<i>Fee for FRCOG Member</i>	<i>Fee for Non-FRCOG Member</i>
<500	\$1,155	\$1,365
>500 but < 1,000	\$1,890	\$2,075
>1,000 but < 5,000	\$2,995	\$3,415
>5,000 but < 20,000	\$3,255	\$3,675

(FRCOG member means municipalities in Franklin County who are all members of FRCOG and already pay assessments for FRCOG's other services.)

***FY 2026 Contract Signatory***

As we begin the FY26 FRCOG Collective Highway Bid process, requesting approvals and identifying key signatures is an important first step. As a reminder, we will again use the **DocuSign** process for contract execution.

To identify the Authorized Contract Signatory for FY26 Construction Services bids, and Permission to Contract on each Participant's behalf, please carefully review the information on page 2, then complete and return scan **pages 3 & 4** to Laura Phelps at [lphelp@frcog.org](mailto:lphelp@frcog.org) no later than **January 17, 2025**.

RE: (1) CONSTRUCTION SERVICES BIDS - CONTRACT SIGNATORY AUTHORIZATION

(2) MATERIALS BIDS - PERMISSION TO CONTRACT ON THE PARTICIPANT'S BEHALF

We are beginning the FY26 FRCOG Collective Highway Bid process. Thank you for your past participation in this program.

Each Municipality must electronically co-sign the Highway contracts for Construction Services bids that they have chosen to participate in via **Docu-Sign**. Prior years' contracts and bid specifications are available to you for review before you sign on. They can be found at [frcog.org/bids](http://frcog.org/bids) or by email request.

With your Permission, FRCOG will continue to execute the vendor contracts for Materials bids on your behalf. Reference the full list of Construction Services and Materials bids on page 5.

This process requires the following two steps:

- 1) Signed approval from your Awarding Authority (the Selectboard / Mayor's office), to name the **Authorized Contract Signatory** for the Construction Services bids for which you will be participating in and,
- 2) Acknowledgement that FRCOG may **Contract on Your Behalf** for the Materials bids.

This authorization will cover other bids you may choose to participate in during the next year including Winter Sand, Salt and Liquid, Water Treatment Chemicals, and Equipment Rental bids which will be issued throughout FY26. This does not commit you to participate in those bids or award any particular bid.

Please complete the information requested on Pages 3 and 4, sign, and return both pages via email to Laura Phelps at [lphelps@frcog.org](mailto:lphelps@frcog.org) by **January 17, 2025**.

**\*\*\*PLEASE DO NOT DISREGARD THIS REQUEST.\*\*\***

**IF WE DON'T HAVE CONTRACT SIGNATORY INFORMATION, WE WILL BE UNABLE TO INCLUDE YOU ON THE HIGHWAY CONTRACTS EVEN THOUGH YOU HAVE PROVIDED ESTIMATES AND PERMISSION TO BE INCLUDED ON THE BIDS.**

The signatory may be changed later if someone leaves a position or is not re-elected.

**Please scan and return Pages 3 and 4 to [lphelps@frcog.org](mailto:lphelps@frcog.org) by January 17, 2025.**



TO: Laura Phelps, Chief Procurement Officer  
FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301

We understand that our municipality is participating in the **Franklin Regional Council of Governments Collective Highway Products and Services Bids and Contracts for FY 2026.**

CONSTRUCTION SERVICES BIDS: (please print clearly)

We authorize NAME: \_\_\_\_\_ whose title is \_\_\_\_\_ for the City/Town of \_\_\_\_\_ and whose direct email address\* is \_\_\_\_\_ and telephone number is \_\_\_\_\_ as the official signatory for all highway construction services contracts in which we choose to participate. We understand that contract execution will be managed through DOCU-SIGN and that we will be responsible for electronically signing the contracts in a timely manner. Each participant/signatory must sign before the contract is considered Executed and no work can begin until all Participants have signed.

We understand that we will have the opportunity to preview the Contract Templates for Highway Construction for FY26, each Invitation for Bids with Specifications, and applicable Prevailing Wage Schedules at the FRCOG website at [frcog.org/bids](http://frcog.org/bids) and any issues or questions about the form of contract were presented to FRCOG before the Bid Opening which is currently anticipated to be on Wednesday, May 7, 2025.

**\*Note, Docu-Sign cannot accommodate a shared email address – it must be specific to the signatory.**

MATERIALS/GOODS BIDS:

We authorize the Franklin Regional Council of Governments (FRCOG) to contract or renew contracts on our behalf and we have taken action to duly appoint the FRCOG as our agent for Materials bids which include Aggregates and Loam, Cold Patch, Geotextiles, Calcium Chloride Products, Culvert and Guardrail Products, and Hot Mix Asphalt Picked Up.

We acknowledge that FRCOG takes precautions to ensure that procured vendors or contractors have adequate insurance coverage as required by law. Nevertheless, in the event that any vendor or contractor is deemed to be an employee of our city/town for the purposes of Massachusetts Workers Compensation laws, as set forth in Massachusetts General Law (M.G.L.) c. 152, or lapses in their liability coverage, we agree to indemnify and hold harmless FRCOG from any and all claims, liabilities, assessments, costs (inclusive of attorneys' fees and costs of litigation), penalties, judgments, and awards which may be assessed against us.

We agree to abide by M.G.L. c. 30b and c. 30, §39M for the purposes of procuring additional highway products and services, and will not engage in any activity in violation of Massachusetts ethics laws.

Municipalities may not concurrently contract for the same service from multiple collectives (i.e. BRPC, state OSD contracts). A choice must be made before executing the contract.

All financial obligations to vendors and contractors as a result of these agreements are the full responsibility of our city/town and not the FRCOG.

SELECTBOARD / MAYOR OF THE TOWN / CITY OF: \_\_\_\_\_

\_\_\_\_\_  
Signature

January 6, 2025  
\_\_\_\_\_  
Date

IF REQUIRED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Please return pages 3 and 4 of this form by January 17, 2025**

**You may scan/email to [lphelps@frcog.org](mailto:lphelps@frcog.org)**

**THANK YOU!**

A list of the Collective Highway Bids by number is attached. For reference, more information can be found on our website at [frcog.org/bids](http://frcog.org/bids)

## **Type of Material or Service:**

### Materials

H1 Aggregates and Loam  
H2 High Performance Cold Patch  
H3 Geotextiles  
H4 Calcium Chloride Product  
H5 Culvert Products  
H6 Guard Rail Products  
H7 Hot Mix Asphalt (FOB) Picked Up

W-1 Winter Sand  
W-2 Winter Salt and Treated Winter Salt  
W-3 Winter Liquid Pretreatment

### Services

H9A Highway Line Painting-Ch 90  
H9B Highway Line Painting –Rubber - Maintenance / Not Ch 90  
H10 Guard Rail Installed  
H11A Road Crack Sealing  
H11B Microsurface, Fog Seal & Cape Seal Applied  
H11C Hot Poured Mastic and Cold Crack Fill  
H12 Calcium Chloride Applied  
H13 Stone Seal Applied  
H14 Rubberized Chip Seal Applied  
H15A Hot Mix Asphalt Applied – Roadways  
H15B Hot Mix Asphalt Applied – Parking Lots, Driveways, Playgrounds  
H16 Liquid Asphalt Applied  
H17 Asphalt Reclamation  
H18 Bonded Wearing Course Applied  
H19 Hot in Place Recycling  
H20 Cold Planing and Milling  
H21 Cold In Place Recycling  
H22 Tree Work  
H23 Catch Basin Cleaning

Participation Fee and Contract Signing Authority given include:

- Highway Equipment and Operator Rental Contract
- Water Treatment Chemicals