

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, March 24, 2025

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/88121464412>

Meeting ID: 881 2146 4412 Passcode: 861208 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 March 10 and March 17, 2025
3. 6:30 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. 6:32 **Jon Dobosz, Parks & Recreation Director**
 - Request for special entertainment permit for amplified music/announcements at Unity Park for Peter Cottontails Eggstravaganza on April 19, 2025, from 11:00am to 2:00pm.
5. 6:35 **Vote recommendations for FY26 Budget**
 - A. Schedules for Elected and Appointed Officials**
 - 1 Schedule I- Elected officials
 - 2 Schedule II- Appointed officials
 - B. FY26 Operating Budget**
 1. Town operating budget - \$12,747,055
 2. Clean Water Facility operating budget - \$3,221,303
 3. Airport operating budget - \$425,732
 4. Colle operating budget - \$52,250
 5. Gill-Montague School District assessment - \$12,663,178
 6. Franklin County Tech School assessment - \$841,660
 - C. Special Articles**
 1. Smith Vocational tuition and transportation - \$59,000
 2. Transfer to reserves- \$230,608
 3. Library accessibility upgrades - \$10,000
 - D. Capital Requests**
 1. Clean Water Facility used mini-excavator- \$60,000
 2. Clean Water Facility Lake Pleasant + emergency generators- \$67,800
 3. Clean Water Facility thickened sludge pump replacement- \$104,000
 4. Sewer Collection System Rehab Phase II- \$3,000,000
 5. DPW 10 Wheel dump truck for \$365,000
 6. DPW dump truck for \$325,000
 7. DPW camera van- \$70,000
 8. DPW Pickup- \$65,000

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March 24, 2025
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9. Oakman Street slope stabilization- \$60,000
10. Alley and non-chapter 90 paving-\$30,000
11. Meadow Road Guardrail- \$200,000
12. DPW Discretionary Account for \$36,470
13. Millers Falls Library storefront renovation- \$39,000
14. Unity Park Playground maintenance- \$125,000
15. Montague Center Complete Streets design- \$91,200
16. FRTA Bus Stop Improvements- \$60,000
17. Keith Footbridge Abatement- \$67,900

E. Other

1. Increase limit of Airport Fuel Revolving Fund to \$200,000

6. 6:55 **Review and vote recommendations for non-financial articles for May 7, 2025 Annual Town Meeting**

1. Selectboard and Assessors to enter into a 10-year Payment in Lieu of Taxes (PILOT) agreement with FirstLight Hydro Generating Company
2. Increase personal property taxation thresholds from \$1,000 to \$10,000
3. Authorize Treasurer to enter into tax title payment agreements in accordance with new state law
4. Unclaimed property
5. Authorize Selectboard to enter into a 10-year lease of the Shea Theater (71 Avenue A)
6. Franklin Regional Council of Governments charter amendments

7. 7:20 **Assistant Town Administrator's Business**

- Authorize contract with Innes Associates Ltd. For technical assistance for Montague City village re-zoning. Contract value is \$60,000 to be funded by Community Planning Grant from Executive Office of Housing and Livable Communities (EOHLC)
- Other Updates

8. 7:25 **Town Administrator's Business**

- Rescind and revoke CDBG signatory authorization from 3/17/2025
- Planning for a pre-town meeting session
- Electricity purchase contracts up for renewal December 2025
- Consider lift of townwide parking ban
- Topics not anticipated in the 48-hour posting requirements

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9. 7:30 Executive session in accordance with G.L. c.30A, §21(a)(1) discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.
10. 8:15 Executive session in accordance with G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective bargaining relating to the 2024 Pay and Classification Study, if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares.

Next Meeting:

- Finance Committee, March 26, 2025, at 6:00pm via ZOOM
- Selectboard, Monday, March 31, 2025, at 6:30PM via ZOOM

MONTAGUE FINANCE COMMITTEE AND SELECTBOARD

MOTIONS & VOTES ATM 5/7/25

Schedule I Elected Officials FC 7-0, SB X-X

Move to recommend Schedule I Elected Officials salaries as presented.

Schedule II Appointed Officials FC 6-0-1, SB X-X

Move to recommend Schedule II Appointed Officials salaries as presented.

Town Operating Budget Request of \$12,747,055 FC 6-0-1, SB X-X

Move to recommend a Town operating budget of \$12,747,055, with \$12,747,055 to be raised from Taxation.

Clean Water Facility Operating Budget Request of \$3,221,303 FC 6-0-1, SB X-X

Move to recommend a CWF operating budget of \$3,221,303, with \$406,188 to be raised from Taxation and \$2,815,115 to be raised from Sewer Revenues.

Airport Operating Budget Request of \$425,732 FC 2-1-4, SB X-X

Move to recommend an Airport operating budget of \$425,732, with \$23,372 to be raised from Town Sale of Real Estate, \$99,396 to be raised from Taxation, and \$302,964 to be raised from Airport Revenues.

Colle Operating Budget Request of \$52,250 FC 6-0-1, SB X-X

Move to recommend a Colle operating budget of \$52,250, said sum to be raised from Colle Receipts Reserved for Appropriation.

GMRSD Assessment of \$12,663,178 FC 6-0-1, SB X-X

Move to recommend a GMRSD assessment of \$12,663,178, said sum to be raised from Taxation.

FCTS Assessment of \$841,660 FC 6-0-1, SB X-X

Move to recommend a FCTS assessment of \$841,660, said sum to be raised from Taxation.

Smith Vocational - \$59,000 FC 6-0, SB X-X

Move to recommend appropriating \$59,000 for tuition and transportation for a Montague resident attending the Smith Vocational Technical High School, to be raised from Taxation.

Transfers to Reserves - \$230,608 FC 6-0, SB X-X

Move to recommend appropriating \$50,000 to the OPEB Trust Fund, \$38,718 to the GMRSD Stabilization Fund, \$131,890 to the Town Capital Stabilization Fund, and \$10,000 to the Henry Waidlich Conservation Trust Fund said sum to be raised from Taxation.

Library Accessibility/Upgrades for \$10,000 FC 6-0, SB X-X

Move to recommend \$10,000 for library accessibility and upgrades, to be raised from Free Cash.

CWF Used Mini-Excavator for \$60,000 **FC 7-0, SB X-X**
Move to recommend \$60,000 for the purchase of a used mini excavator, to be raised from CWF retained earnings.

CWF Portable Emergency Generator and Lake Pleasant Generator for \$67,800 **FC 7-0, SB X-X**
Move to recommend \$67,800 for the CWF portable emergency generator and Lake Pleasant station generator, to be raised from CWF retained earnings.

CWF Thickened Sludge Pump Replacement for \$104,000 **FC 7-0, SB X-X**
Move to recommend \$104,000 for the CWF thickened sludge pump replacement, to be raised from CWF retained earnings.

Phase 2-Sewer Collection System Rehabilitation for \$3,000,000 **FC 6-1, SB X-X**
Move to recommend \$3,000,000 for the Phase 2-sewer collection system rehabilitation, to be raised from to be raised from long-term debt.

DPW 10-Wheel Dump Truck for \$365,000 **FC 6-1, SB X-X**
Move to recommend \$365,000 to purchase and equip a 10-wheel dump truck, to be raised from Free Cash.

DPW Dump Truck for \$325,000 **FC 5-0-2, SB X-X**
Move to recommend \$325,000 to purchase and equip a dump truck, to be raised from Town Capital Stabilization Fund.

DPW Camera Van for \$70,000 **FC 6-0, SB X-X**
Move to recommend \$70,000 to purchase and equip a camera van, to be raised from to be raised from Free Cash.

DPW Pickup for \$65,000 **FC 6-0, SB X-X**
Move to recommend \$65,000 to purchase and equip a pickup, to be raised from to be raised from Free Cash.

Oakman Street Slope Stabilization for \$60,000 **FC 6-0, SB X-X**
Move to recommend \$60,000 for the engineering and supplies needed for the stabilization of the Oakman Street slope, to be raised from Free Cash.

Alley and Non-Chapter 90 Road Paving for \$30,000 **FC 7-0, SB X-X**
Move to recommend \$30,000 for the paving of alleys and other non-chapter 90 eligible roadways, to be raised from Free Cash.

Meadow Road Guardrail for \$200,000 **FC 7-0, SB X-X**
Move to recommend \$200,000 for the replacement of guardrails on Meadow Road, to be raised from Free Cash.

DPW Discretionary Account for \$36,470 **FC 6-1, SB X-X**

Move to recommend \$36,470 for the DPW Discretionary Account, to be raised from Taxation.

Millers Falls Library Storefront Renovation for \$39,000 FC 7-0, SB X-X

Move to recommend \$39,000 for the renovation of the Millers Falls Library's storefront, to be raised from Free Cash.

Unity Park Playground Improvement for \$125,000 FC 7-0, SB X-X

Move to recommend \$125,000 for the replacement of the ground covering and slide at Unity Park, to be raised from Free Cash.

Montague Center Complete Streets Design for \$91,200 FC 7-0, SB X-X

Move to recommend \$91,200 for the design work for Complete Streets approved project at Montague Center, to be raised from Free Cash.

FRTA Bus Stop Improvements for \$60,000 FC 7-0, SB X-X

Move to recommend \$60,000 for improvements to the FRTA bus stop at Industrial Boulevard and Millers Falls Road, to be raised from Cannabis Impact Fee Stabilization.

To be reviewed and voted by the Finance Committee at their meeting on Wednesday, March 26, 2025

Keith Footbridge Over Canal FC X-X, SB X-X

Move to recommend \$67,900 for the abating and removing utilities from the Keith footbridge over the canal.

Airport Fuel Revolving Fund FC X-X, SB X-X

Move to recommend amending Section 7 of Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, by establishing a new annual spending limit of \$200,000 for the Airport Fuel revolving fund.

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

Date of Application: 3/7/25 Date Approved: _____ Fee: _____

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 25
during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday <u>4/19</u>	from: <u>11:00a</u>	to: <u>2:00p</u>
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? yes no

This is an annual renewal? yes no

1. NAME OF APPLICANT: Montague Parks & Recreation TELEPHONE: _____

2. D/B/A: _____

3. PREMISES: Unity Park BUSINESS PHONE: _____

4. The specific categories of licensed entertainment sought to be approved are:
 Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV Television/Cable Pool Tables

** Amplified music/announcements for Peter Cottontail's EGG STRAVAGANZA*

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

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

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: _____ Allowed: _____

Outdoors: Size of area to be used: 10x10' Available Parking: _____

Alcohol to be served: No

Applicant Signature _____

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

Board of Health Date _____

Fire Department, Chief Date _____

Police Department, Chief Date _____

Board of Selectmen, Chairman Date _____

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SCHEDULE I
Elected Officials

<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
MODERATOR	500	500	500
SELECTBOARD			
Chairman	2,640	2,640	2,640
Second/Third Members	2,400	2,400	2,400
BOARD OF ASSESSOR			
Chairman	1,980	1,980	1,980
Second/Third Members	1,800	1,800	1,800
BOARD OF HEALTH			
Chairman	1,980	1,980	1,980
Second/Third Members	1,800	1,800	1,800
TREE WARDEN	1,764		
*Changed to appointed STM 2/12/25			

**SCHEDULE II
Appointed Officials**

<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
<u>ANNUAL STIPENDS</u>			
BOARD OF REGISTRARS (3)	625	625	625
BOARD OF REGISTRARS TOWN CLERK	900	900	900
EMERGENCY MGMT DIRECTOR	6,444	6,444	6,444
ANIMAL INSPECTOR	1,764	1,764	1,764
BARN INSPECTOR	1,400	1,400	1,400
IT COORDINATOR	2,352	2,352	2,352
POLICE IT ADMINISTRATOR	6,000	6,000	6,000
FOREST WARDEN	1,882	1,882	1,882
TREE WARDEN		1,764	1,764
HEARING OFFICER	2,500	2,500	2,500
FARMERS MARKET MANAGER	4,000	3,750	3,750
FARMERS MARKET ASST MANAGER		750	750
SEXTON/PER BURIAL	100.00		
SEXTON STIPEND		2,000	2,000
<u>RATES PER INSPECTION</u>			
ASST. BUILDING INSPECTOR	45.00	45.00	45.00
GAS INSPECTOR	45.00	45.00	45.00
PLUMBING INSPECTOR	45.00	45.00	45.00
ELECTRICAL INSPECTOR	45.00	45.00	45.00
<u>HOURLY RATES</u>			
EXTRA CLERICAL	<u>Ranges/hr.</u> 15.00-18.75	<u>Ranges/hr.</u> 15.00-18.75	<u>Ranges/hr.</u> 15.00-18.75
ELECTION WORKERS	15.00-19.75	15.00-19.75	15.00-19.75
SUMMER HIGHWAY	15.00-18.75	15.00-18.75	15.00-18.75
SNOWPLOW DRIVERS	15.00-27.00	15.00-27.00	15.00-27.00
PART TIME POLICE OFFICERS	29.00-35.00	29.00-37.00	29.00-37.00
PART TIME DISPATCHERS	22.00-27.00	22.00-27.00	22.00-27.00
PARKS & RECREATION	15.00-24.25	15.00-24.25	15.00-24.25
AIRPORT INTERN	15.00-18.75	15.00-18.75	15.00-18.75

<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
SHIFT DIFFERENTIALS			
<u>PART TIME POLICE OFFICERS</u>			
SECOND SHIFT	1.00	1.00	1.00
THIRD SHIFT	1.25	1.25	1.25
<u>PART TIME DISPATCHERS</u>			
SECOND SHIFT	0.75	0.75	0.75
THIRD SHIFT	1.00	1.00	1.00
<u>PART TIME CLERICAL/LIBRARIES</u>	0.75	0.75	0.75

**SCHEDULE II
Appointed Officials**

NON-UNION EMPLOYEES NOT SHOWN ABOVE (placed on FY25 NAGE Scale)

<u>SALARIED</u>	<u>Grade</u>	<u>Range FY2025</u>		<u>Range FY2026</u>	
		Start	End	Start	End
TOWN ADMINISTRATOR	J	103,470	127,339	103,470	127,339
ASSISTANT TOWN ADMIN	I	94,064	115,764	94,064	115,764
TOWN ACCOUNTANT	G	67,277	82,394	67,277	82,394
TAX COLLECTOR/TREASURER	G	67,277	82,394	67,277	82,394
TOWN CLERK	G	67,277	82,394	67,277	82,394
CHIEF OF POLICE	I	94,064	115,764	94,064	115,764
DPW SUPERINTENDENT	H	85,514	105,239	85,514	105,239
DIRECTOR OF HEALTH	G	67,277	82,394	67,277	82,394
LIBRARY DIRECTOR	G	67,277	82,394	67,277	82,394
CWF SUPERINTENDENT	H	85,514	105,239	85,514	105,239
<u>HOURLY</u>					
EXECUTIVE ASSISTANT	E	25.01	30.77	25.01	30.77
POLICE LIEUTENANT	G+8.5%	40.95	45.44	40.95	45.44
POLICE CUSTODIAN	A	16.76	20.62	16.76	20.62

Informational Only: Fiscal Year 2026 budgeted wages –

TOWN ADMINISTRATOR	111,427	EXECUTIVE ASSISTANT	30.77
ASSISTANT TOWN ADMIN	96,417	DPW SUPERINTENDENT	98,687
TOWN ACCOUNTANT	82,394	DIRECTOR OF HEALTH	75,746
TAX COLLECTOR/TREAS	82,394		
TOWN CLERK	77,260	LIBRARY DIRECTOR	82,394
CHIEF OF POLICE*	138,917	CWF SUPERINTENDENT	105,239
POLICE LIEUTENANT	45.44	POLICE CUSTODIAN	20.62

*includes additional 20% educational incentive pay

FY26 Budget Summary

5B

Available	Total Recommended	% of Total	Taxation	Sewer	Airport	Colle RRA	Free Cash	Other Avail Funds	Town Cap Stab	FCTS Stab	GMRSD Slab	CWF Cap St	CWF Ret Eam	Airport Ret Eam	Sale of Real Estate	Town Gen Stabilization	CWF Debl	Town Debl
			27,262,127	2,815,115	302,964	317,570	1,307,826	495,623	2,555,887	303,747	169,655	270,626	310,113	652	525,363	1,332,329		
Town Operating	12,747,055	36.47%	12,747,055															
CWF Operating	3,221,303	9.22%	406,188	2,815,115														
Colle Operating	52,250	0.15%				52,250												
Airport Operating	425,732	1.22%	99,386		302,964										23,372			
FCTS Assessment	841,660	2.41%	841,660															
GMRSD Assessment	12,663,178	36.23%	12,663,178															
Operating Subtotal	29,951,178		26,757,477	2,815,115	302,964	52,250										23,372		
Surplus/Shortfall			504,650			265,320	1,307,026	495,623	2,555,887	303,747	169,655	270,626	310,113	652	501,991	1,332,329		
Add to GMRSD Slab	38,718	0.11%	38,718															
Add to Town Gen Stab		0.00%																
Add to Town Cap Stab	131,890	0.38%	131,890															
Add to OPEB Trust	50,000	0.14%	50,000															
Add to FCTS Cap Stab		0.00%																
Operating + Policies Subtotal	30,171,788		26,978,085	2,815,115	302,964	52,250										23,372		
Surplus/Shortfall			284,042			265,320	1,307,026	495,623	2,555,887	303,747	169,655	270,626	310,113	652	501,991	1,332,329		
Add to Conservation Fund	10,000	0.03%	10,000															
DPW Discretionary based on balance end of Marcl	36,470	0.10%	36,470															
Smith Vocational	59,000	0.17%	59,000															
Library Accessibility/Upgrades	10,000	0.03%					10,000											
CWF Used Mini-Excavator	60,000	0.17%											60,000					
CWF Portable and Lake Pleasant Generator	67,800	0.19%											67,800					
CWF Thickened Sludge Pump	104,000	0.30%											104,000					
Phase 2 Sewer Collection Syst Rehab	3,000,000	8.58%																
DPW 10-Wheel Dump Truck	365,000	1.04%					365,000										1,200,000	1,800,000
DPW Dump Truck	325,000	0.83%							325,000									
DPW Camera Van	70,000	0.20%							70,000									
DPW Pickup	65,000	0.19%							65,000									
Oakman Street Slope Stabilization	60,000	0.17%							60,000									
Meadow Road Guardrail and Culvert	200,000	0.57%							200,000									
Alley and Non-Chapter 90 Paving	30,000	0.09%							30,000									
Millers Falls Library Storefront	39,000	0.11%							39,000									
Unity Park Playground Improvement	125,000	0.36%							125,000									
FRTA Bus Stop Improvements	60,000	0.17%						60,000										
Monlague Center Complete Streets Design	91,200	0.26%							91,200									
Overlay Surplus to Reserves																		
Free Cash to Reserves																		
Op + Policies + Articles Total	34,949,256	99.99%	27,083,555	2,815,115	302,964	52,250	1,055,200	60,000	325,000				231,800		23,372		1,200,000	1,800,000
Final Surplus/Shortfall			178,572			265,320	251,626	435,623	2,230,887	303,747	169,655	270,626	78,313	652	501,991	1,332,329	(1,200,000)	(1,800,000)

Montague FY26 Capital Cycle Requests As of February 26, 2025									
Submitted by	Project Description	On Cap Plan	Amount Requested	Quote Received	CIC Vote	Winter STM	Annual ATM	Funding Source	Notes/Comments
CWF	Admin building break room/meeting room rehab	YES (from original project)	\$48,500	NO	5 Y	X		\$21,218.40 from unexpended past articles; \$27,281.60 from CWF Retained Earnings	
CWF	Purchase used mini-excavator	NO	\$60,000	YES			X	CWF Retained Earnings	
CWF	Portable emergency generator	YES	\$30,000	YES			X	CWF Retained Earnings	
CWF	Lake Pleasant station generator	YES	\$37,800	YES			X	CWF Retained Earnings	
CWF	Thickened sludge pump replacement (x2)	YES	\$104,000	YES			X	CWF Retained Earnings	
DPW/Selectboard	Phase 2 - Sewer Collection System Rehabilitation	YES	\$3,000,000	YES			X	Debt - split between Town and CWF	
DPW	Replace 2003 International 7400 10 wheel dump truck	YES	\$365,000	NO			X	Town Capital Stabilization	
DPW	Replace 2002 International 4900 dump truck	YES	\$325,000	NO			X	Free Cash	
DPW	Replace 2001 Ford E450 camera van	YES	\$70,000	NO			X	Free Cash	
DPW	Replace 2007 Ford F-150 pickup	YES	\$65,000	NO			X	Free Cash	
DPW	Oakman St slope stabilization	NO	\$60,000	YES			X	Free Cash	
DPW	Meadow Rd guardrail/culvert work	NO	\$200,000	NO			X	Free Cash	
DPW	Equipment and major repairs (Discretionary)	YES	\$36,470	n/a			X		
DPW	Alley and non-Ch90 road paving	YES	\$30,000	n/a			X	Free Cash	
Library	Millers Falls Library storefront renovation	YES	\$39,000	YES			X	Free Cash	
Parks & Recreation	Unity Park playground improvements	YES	\$125,000	YES			X	Free Cash	
Selectboard/Planning	FRTA bus stop improvements (Industrial Blvd/Millers Falls Rd)	NO	\$60,000	YES	5 Y		X	Cannabis Impact Fees	
Selectboard/Planning	Montague Center Complete Streets Design	NO	\$91,200	YES	5 Y		X	Free Cash	
Total			\$4,746,970						
Capital Projects in development (not ready for FY26 ATM)			On CIP					Current Funding Source Balances (3/19/2025)	
Selectboard	Town Hall Annex buildout		YES					Town Capital Stab.	\$2,555,887
GMRSD	Sheffield Admin repointing/exterior work		YES					CWF Retained Earnings	\$310,113
GMRSD	Sheffield Admin window replacements		YES					Cannabis Impact Fees	\$234,301
GMRSD	Sheffield Admin ADA restrooms		YES					Free Cash	\$1,307,026
GMRSD	MSBA New Elem School Feasibility Study		YES						
CWF	Secondary and primary clarifiers upgrade		YES						
DPW/Selectboard	Off-road sewer lines relining		YES						
DPW/Selectboard	Swamp Road bridge rehab match		YES						
DPW	Avenue A traffic signal replacements (2)		YES						
FY26 Grant funded capital projects			grant value	On CIP					
Congressional Earmark	Avenue A streetscape improvements		\$960,000	YES					
Rural/Small Town Development	Phase 1 - sewer collection system rehab		\$500,000	YES					
Site Readiness	Strathmore Demo Design		\$132,700	YES					
EPA Brownfields & DCR earmark	Strathmore Mill demolition		\$9,920,000	YES					
Comm Dev Block Grant	Downtown parking lots (3rd and 4th St)		\$125,953	YES					
DEP GAP II	CWF fine bubble aerators/diffusers		\$150,000	YES					
USDA Rural Dev.	Screw Pump Replacement		\$860,000	YES					
State Earmark	COA infrastructure improvements		\$50,000	YES					
Complete Streets	Montague Center traffic safety improvements		\$499,682	NO					
			\$13,198,335						



Town of Montague SPECIAL ARTICLE REQUEST NON-CAPITAL EXPENSE

This form is intended for use with financial requests that do not meet the standards established for "capital projects" which are generally limited to building repair, vehicles, and equipment costing >25,000 and lasting > 5 years.

Ask is for...

**O Winter STM
O FY26 ATM**

Please complete this form in its entirety!

Department:	<u>Selectboard</u>	Submitted by:	<u>Chris Nolan-Zeller</u>
Item/Project Cost:	<u>\$50,000</u>	Date Prepared:	<u>03/18/2025</u>
Item/Project Title:	<u>Strathmore Footbridge – Abatement of Hazardous Materials</u>		

Proposed Article Wording:

To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$50,000, or any other amount for the purpose of funding the abatement of hazardous materials located on utility lines of the structure known as the Strathmore footbridge at 20 Canal Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

Description: *(Provide a full description of the item or service to be purchased. This will be used for background information. Use attachments as needed.)*

The Town owns and is responsible for utility lines that are located on the Strathmore footbridge, while the bridge itself is owned by FirstLight MA Hydro LLC. FirstLight is planning to fund and implement the demolition and removal of the footbridge prior to construction beginning on the Town's grant-funded cleanup of the former mill complex. Hazardous materials must be abated, and the Town-owned utility lines must be flushed and capped prior to demolition of the bridge.

Enter response

Have you received an estimate as a basis for cost? (yes/no)

Yes

- *If yes, please attach estimate*

Are grant or other funds available to offset cost? (yes/no)

No

Please specify grant program/source of funds

Value of the offset \$

Probability of availability %

Will this be a lease or a recurring expense? (yes/no)

If yes, over how many years:

If yes, will payment vary (yes/no; attach payment plan):

Will this item or project replace old equipment? (yes/no)

If replacement, estimate surplus value: \$

Is this expected to require other investments? (yes/no)

Increased(+) /decreased(-) operational cost (if no, "0") \$ + / -

Increased(+) /decreased(-) equipment or material cost (if no, "0") \$

Why is it essential that the Town makes this purchase in the coming fiscal year?

The Strathmore demolition project is a major endeavor for the Town that is currently being supported by a combination of various state and federal grant funding sources. The buildings of the mill complex are in an advanced state of disrepair and in the initial stages of collapse, making this project time-sensitive for the health and safety of the community and the Connecticut River. This step is a necessary prerequisite before FirstLight and the Town are able to each begin their planned essential work at the site.

Relative Priority

Overall priority of this item or project to the Town

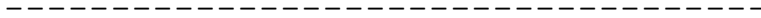
Critical	High	Moderate	Low
XOX	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If you are submitting more than one project, how does this rate relative to the others

First	Second	Third	Fourth or Lower
XOX	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments on relative priority:

[Empty dotted box]



Final recommendation of Finance Committee: Support Not Support

Comments on Recommendation:

[Empty dotted box]

Final recommendation of Board of Selectmen: Support Not Support

Comments on Recommendation:

[Empty dotted box]



Town of Montague SPECIAL ARTICLE REQUEST – NO FUNDING

*This form is intended for use with special article submissions with no financial request
Please complete this form in its entirety!*

Ask is for...

**O Winter STM
O FY26 ATM**

Department: Selectboard and Board of Assessors Submitted by: Walter Ramsey

Item/Project Cost: TBD Date Prepared: 03/29/2025

Item/Project Title: Authorize town to enter into a 10 Year PILOT Agreement with Firstlight

Proposed article wording:

To see if the Town will vote to authorize the Select Board and the Board of Assessors to negotiate, enter into and approve a Payment in Lieu of Taxes Agreement known as a "PILOT" or "Tax Agreement" pursuant to the provisions of Massachusetts General Laws Chapter 59 Section 38H(b), or any other enabling authority, between the Town of Montague and FirstLight Hydro Generating Co., its successors, assignees or affiliates, on such terms and conditions and for such period of time as negotiated by the Select Board and the Board of Assessors, for payment in lieu of taxes related to personal and/or real property associated with an electric generation facility, all as set forth in said PILOT; and further to authorize the Select Board and the Board of Assessors to take such action as may be necessary to carry out the vote taken hereunder, or to pass any vote or votes in relation thereto.

Description: *(Provide a full description of the item or service to be purchased. This will be used for the background information. Use attachments as needed.)*

FirstLight is currently contesting valuations from FY22,23, and 24. In order to settle the contested valuations and prevent future litigation the Town and FirstLight propose a 10 year PILOT that would establish a mutually agreed-up valuation of the assets owned by FirstLight. This article would provide the Selectboard and Assessors with the authority to negotiate and enter into an agreement that would start FY26. The PILOT is expected to reduce future litigation and appraisal expenses, remove financial exposure over contested valuations, and allow the town budget to carry less overlay, which currently sits at \$X.

Enter response

Is this expected to require other investments? (yes/no)

Increased(+) /decreased(-) operational cost (if no, "0")
Increased(+) /decreased(-) equipment or material cost (if no, "0")

No
\$ + / -
\$

Why is it essential that the Town approves this article in the coming fiscal year?

This is timely as it is a critical component of a negotiated settlement and will allow the town to circumvent current and future litigation over valuation of FirstLight assets.

Relative Priority

Overall priority of this item or project to the Town

Critical

High

Moderate

Low

If you are submitting more than one non-spending special article, how does this rate relative to the others

First

Second

Third

Fourth or Lower

Comments on relative priority:

Final recommendation of Board of Selectmen:

Support

Not Support

Comments on Recommendation:



Town of Montague
SPECIAL ARTICLE REQUEST – NO FUNDING

*This form is intended for use with special article submissions with no financial request
Please complete this form in its entirety!*

Ask is for...

O Winter STM
O FY26 ATM

Department: Board of Assessors Submitted by: Karen Tonelli

Item/Project Cost: \$2,533.00 Date Prepared: January 13, 2025

Item/Project Title: Increase Threshold for Billing Personal Property Accounts to \$10,000

Proposed article wording:

To see if the town will vote to modify and increase the threshold from \$1,000 to \$10,000 for personal property accounts subject to taxation for any fiscal year beginning on or after July 1, 2025 or pass any other vote or votes in relation thereto pursuant to M.G.L. Chapter 59 Section 5, Clause 54.

Description: *(Provide a full description of the item or service to be purchased. This will be used for the background information. Use attachments as needed.)*

Approval of this article would increase the threshold that had been established at Town Meeting in 2007. Increasing the threshold to \$10,000 is the maximum amount allowed by the statute and would affect 80 current personal property accounts. If passed, these accounts would no longer receive a tax bill for taxable items. The estimated loss of taxes is \$2,533.00 accounting for the cost associated with valuing each account. Increasing the threshold would benefit small businesses who would not receive a tax bill unless they have taxable items with a value over \$10,000.00.

Enter response

Is this expected to require other investments? (yes/no)

no

Increased(+) /decreased(-) operational cost (if no, "0")

\$ + / - +2,533.00

Increased(+) /decreased(-) equipment or material cost (if no, "0")

Why is it essential that the Town approves this article in the coming fiscal year?

Examples/Key Criteria: Public or employee safety, cost avoidance, improved service, maintenance of service, state or federal compliance, ordered action, use of matching funds, continuation funding for previously approved request, etc.
Increasing the threshold from \$1,000 to \$10,000 would be beneficial to small business owners.

Relative Priority

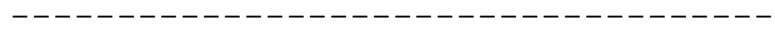
Overall priority of this item or project to the Town

Critical	High	Moderate	Low
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

If you are submitting more than one non-spending special article, how does this rate relative to the others

First	Second	Third	Fourth or Lower
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments on relative priority:



Final recommendation of Board of Selectmen: Support Not Support

Comments on Recommendation:



Town of Montague SPECIAL ARTICLE REQUEST – NO FUNDING

Ask is for...

Winter STM
 FY26 ATM

*This form is intended for use with special article submissions with no financial request
Please complete this form in its entirety!*

Department: Treasurer/Tax Collector Submitted by: Eileen Seymour

Item/Project Cost: No cost Date Prepared: 01/14/2025

Item/Project Title: Adopt Chapter 140 of the Acts of 2024

Proposed article wording:

To see if the town will vote to adopt Chapter 140 of the Acts of 2024 as they pertain to tax title accounts, in addition, to amend local option statute G.L. c. 60 § 62A (Section 89-91, Tax Title Payment Agreements) to allow the Treasurer to enter into tax title payment agreements for residential or commercial properties for up to 10 years, pay at least 10% of total amount needed to redeem at that time and waive interest up to 50% or pass any other vote or votes in relation thereto.

Description: (Provide a full description of the item or service to be purchased. This will be used for the background information. Use attachments as needed.)

In November of 2024 a legislative fix was passed to amend Chapter 60 § 62A of Massachusetts General Laws to allow delinquent taxpayers that have been placed in tax title more options to redeem the tax title account.

Enter response

Is this expected to require other investments? (yes/no)

No
\$ + / -
\$

Increased(+) /decreased(-) operational cost (if no, "0")

Increased(+) /decreased(-) equipment or material cost (if no, "0")

Why is it essential that the Town approves this article in the coming fiscal year?

These new laws will benefit the taxpayers in the respect that they will have greater flexibility in repaying their delinquent taxes while still maintaining the integrity of the process of collecting taxes.

Relative Priority

Overall priority of this item or project to the Town

Critical

High

Moderate

Low

If you are submitting more than one non-spending special article, how does this rate relative to the others

First

Second

Third

Fourth or Lower

Comments on relative priority:

Final recommendation of Board of Selectmen: Support Not Support

Comments on Recommendation:



Town of Montague SPECIAL ARTICLE REQUEST – NO FUNDING

Ask is for...

O Winter STM
O FY26 ATM

*This form is intended for use with special article submissions with no financial request
Please complete this form in its entirety!*

Department: Treasurer/Tax Collector Submitted by: Eileen Seymour

Item/Project Cost: No cost Date Prepared: 01/14/2025

Item/Project Title: Adopt MGL Chapter 200A §9A

Proposed article wording:

To see if the town will vote to adopt Chapter 200A §9A of MA G.L. as it pertains to unclaimed property or pass any other vote or votes in relation thereto.

Description: *(Provide a full description of the item or service to be purchased. This will be used for the background information. Use attachments as needed.)*

Adopting this MA G.L. will allow the Treasurer to consider any funds held in the custody of the town to be presumed abandoned unless claimed by the corporation, organization, beneficiary, or person entitled thereto within 1 (one) year after date prescribed provided that the instrument intended as payment shall bear upon its face "void if not cashed within 1 (one) year after the date of issue:.

Enter response

Is this expected to require other investments? (yes/no)

No
\$ + / -
\$

Increased(+) /decreased(-) operational cost (if no, "0")

Increased(+) /decreased(-) equipment or material cost (if no, "0")

Why is it essential that the Town approves this article in the coming fiscal year?

Adopting this MA G.L. will allow the Treasurer to have a more streamlined and efficient process for funds that are unclaimed. After completing the requirements under this law, which include a detailed process to attempt to notify the owner of the funds, the funds can be turned back over to the towns' general fund if they remain unclaimed.

Relative Priority

Overall priority of this item or project to the Town

Critical

High

Moderate

Low

If you are submitting more than one non-spending special article, how does this rate relative to the others

First

Second

Third

Fourth or Lower

Comments on relative priority:

Final recommendation of Board of Selectmen:

Support

Not Support

Comments on Recommendation:



Town of Montague SPECIAL ARTICLE REQUEST – NO FUNDING

Ask is for...

Winter STM
 FY26 ATM

*This form is intended for use with special article submissions with no financial request
Please complete this form in its entirety!*

Department: Selectboard Submitted by: Chris Nolan-Zeller

Item/Project Cost: No cost Date Prepared: 03/18/2025

Item/Project Title: Lease term authorization for Shea Theater

Proposed article wording:

To see if the town will vote, in accordance with MGL c. 30B section 12(b), to authorize the Selectboard to enter into a lease not to exceed ten (10) years for the purpose of permitting use of the property known as the Shea Theater, located at 71 Avenue A, on such terms and conditions and for such consideration as the Selectboard deems in the best interests of the Town, or pass any other vote or votes in relation thereto.

Description: (Provide a full description of the item or service to be purchased. This will be used for the background information. Use attachments as needed.)

According to Massachusetts procurement laws, municipal contracts for lease of real property with a term of more than three years is permissible only if authorized by a majority vote of the local jurisdiction’s governing body, which in Montague’s case, is a duly called town meeting.

Enter response

Is this expected to require other investments? (yes/no)

No
\$ + / -
\$

Increased(+) /decreased(-) operational cost (if no, "0")

Increased(+) /decreased(-) equipment or material cost (if no, "0")

Why is it essential that the Town approves this article in the coming fiscal year?

The current ten-year lease agreement between the Town and Shea Theater Arts Center, Inc. expires on December 31, 2025.

Relative Priority

Overall priority of this item or project to the Town

Critical

High

Moderate

Low

If you are submitting more than one non-spending special article, how does this rate relative to the others

First

Second

Third

Fourth or Lower

Comments on relative priority:

Final recommendation of Board of Selectmen:

Support

Not Support

Comments on Recommendation:



What is the Franklin Regional Council of Governments (FRCOG)?

The Franklin Regional Council of Governments is a regional service organization serving the twenty-six towns of Franklin County. It was formed in 1997 in response to the abolition of County Government and the Franklin County Commission.

The FRCOG is a voluntary membership organization. All 26 municipalities of Franklin County are members. Membership assessment is as low as possible and pays for administration, advocacy and special projects.

Participation in fee-for-service municipal service programs is voluntary and paid through separate assessments (with assessment formulas unique to each program); federal and state grants fund other programs.

The FRCOG is both a **Council of Governments (COG)** and the designated **Regional Planning Agency (RPA)** for Franklin County. COGs provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines; RPAs, created by Massachusetts General Law in 1974, study, plan, and recommend how a region can protect and enhance its environment, economy and quality of life through the land use, natural resources, climate resiliency, economic development, and transportation.

The FRCOG's mission: to foster a vibrant, sustainable region for all, and to leverage resources that promote collaboration and efficiency within our member communities.

We do this by providing advocacy, planning, and cooperative services – both proactively and in direct response to our member communities' needs.

What is the FRCOG Charter?

Franklin County Commission (the name of our former county government) provided valuable services to the towns of Franklin County and was the legislatively established Regional Planning Agency for Franklin County. In the mid-1990s, Governor Weld was intent on eliminating County Government, as he considered it a redundant layer of government.

A **charter** is a legal document granted to an organization that outlines the purpose and structure for the creation of an organization, as well as the rights and duties the organization will have.

A Charter Commission was formed to create a Council of Governments before county government was abolished. The Charter was adopted by all 26 towns in 1996, and the FRCOG

was created in 1997. State legislation allowed the formation and creation of the FRCOG and abolished the county government – 151 Acts 96, Section 567.

Why Update the Charter Now?

The FRCOG Charter is a strong document. In our 25+ year history, no amendments have ever been made. Now, some items are out of date, and no longer reflect the evolution of the FRCOG and Franklin County.

To make any changes is a significant process. We do so now prior to the anticipated retirements of several long-term management staff, and to poise the FRCOG and the region for the future.

FRCOG Charter Amendment Process

Step 1

Majority vote of FRCOG Executive Committee.

Step 2

2/3 of weighted vote of FRCOG Council.

Step 3

2/3 majority vote by 2/3 of member towns.

Proposed Charter Changes

The proposed changes update the Charter to remove references to the original formation of the FRCOG, align grammar, provide greater clarity, and create greater flexibility when impacting state and federal law changes. Changes also:

- Expand FRCOG Council and Executive Committee municipal membership eligibility
- Revamp Franklin Regional Planning Board by reducing membership composition (from 74 members to 20); expanding membership potential to include subject matter experts and/or professional planners; enable easier amendment to the Board's operating procedures by removing specificity in the Charter; renaming the Board the Franklin Regional Planning Advisory Board (FRPAB) to clarify its purpose
- Add language to address vacancies on Council or FRPAB
- Clarify the procedures for out-of-County municipalities that wish to join the FRCOG, and for in-County municipalities that may wish to leave the FRCOG
- Modify future charter change process requirements by requiring a simple majority vote of 2/3 of Town Meetings

View a copy of the original charter with all proposed changes highlighted red (additions/edits) and red strikethrough (deletions) at: <https://bit.ly/frcogcharter> or scan the QR code below.



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF Montague, MASSACHUSETTS
AND
<<< Innes Associates Ltd. >>>**

THIS AGREEMENT made this 10th day of March, 2025 between Innes Associates Ltd., a Massachusetts corporation with a usual place of business at 40R Merrimac Street, Suite 201W, Newburyport, MA 01950 hereinafter called the “CONTRACTOR,” and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the “TOWN”.

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

1. Scope of Work

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

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a lump sum of \$60,000, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$60,000 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on March 10, 2025 and shall expire on June 30, 2026, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

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

B. Deliverables, Ownership of Documents: One (1) reproducible copy of any and all drawings, plans, specifications, reports and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefor to the CONTRACTOR. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements

or for other purposes in connection with the Project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

- A. The CONTRACTOR shall at its own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion.

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

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

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

12. Notice

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

13. Termination

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

14. Miscellaneous

- A. Assignment: The CONTRACTOR shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

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

TOWN OF MONTAGUE:

Innes Associates Ltd.

By: _____

By: _____

Print Name: Richard Kuklewicz

Print Name:

Title: Selectboard Chair

Title:

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