

MONTAGUE SELECTBOARD MEETING
VIA ZOOM
Monday, April 7, 2025 AGENDA
Join Zoom Meeting: <https://us02web.zoom.us/j/87007274699>

Meeting ID: 870 0727 4699 Password: 048426 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 31, 2025, if available
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. 6:35 **Pole Location Hearing, 37 Fosters Road, Montague, MA**
 - Eversource requests permission to erect a new pole to provide service for a new house and grant permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.
5. 6:40 **Linda Dunlavy, Franklin Regional Council of Governments**
 - Discuss proposed charter changes to the Franklin Regional Council of Governments
 - Consider revote of Selectboard recommendation for warrant article to Town Meeting
6. 6:55 **Personnel Board**
 - Appoint Ellen Lamoureux, Building Department Administrative Assistant, NAGE, Grade B, Step 2, \$20.24/hour, effective April 8, 2025
7. 7:00 **Use of Peskeompskut Park**
 - Montague Community Band. Every Monday starting May 5, 2025, to July 28, 2025 (rain date 8-4-2025). 6:30pm to 9:15pm (includes set up and clean up),
 - Great Falls Farmers Market May 3rd – October 25th, every Saturday, 9:00am – 1:00pm. Set-up starts @ 8:00am and Clean-Up is 1:00 – 2:00pm
8. 7:05 **Annual Town Meeting, May 7, 2025**
 - Town Meeting Warrant-To Approve and Execute draft May 7, 2025, warrant, as attached hereto

Montague Selectboard Meeting

April 7, 2025

Page 2

9. 7:30

Assistant Town Administrator's Business

- Review of FY26 Grant Strategy
- Update from Library Building Steering Committee: Owner's Project Manager (OPM) Selection Process
- Avenue A Construction Update: Status of street trees
- Other project updates

10. 7:40

Town Administrator's Business

- FY25 Community Compact IT Grant Awarded \$30,000 to implement new financial management software. Authorize grant agreement documents
- Topics not anticipated within 48 hour posting requirements

Next Meetings:

- Selectboard, Monday April 14, 2025, at 6:00pm, 1 Avenue A, Turners Falls and via ZOOM

**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
MAY 7, 2025
Expected Continuation Date May 14, 2025 (if needed)**

Franklin, ss.

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

GREETING:

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, Turners Falls, Massachusetts, on Wednesday, May 7, 2025, at 6:30 PM, with an expected continuation of the meeting on Wednesday, May 14, 2025 at 6:30 PM (if needed) and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to receive the reports of the Officers of the Town and any committees, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 2: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2025, as set forth in Schedule I, Elected Officials, or pass any vote or votes in relation thereto.

**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

**SCHEDULE I
Elected Officials**

<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
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

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2025, as set forth in Schedule II, Appointed Officials, or pass any vote or votes in relation thereto.

**SCHEDULE II
Appointed Officials**

<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
ANNUAL STIPENDS			
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

**SCHEDULE II
Appointed Officials**

<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
<u>ANNUAL STIPENDS</u>			
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>
<u>SHIFT DIFFERENTIALS</u>			
<u>PART TIME POLICE OFFICERS</u>			
SECOND SHIFT	1.00	1.00	1.00
THIRD SHIFT	1.25	1.25	1.25
<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
<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>Grade</u>	<u>Range FY2025</u>		<u>Range FY2026</u>	
		Start	End	Start	End
<u>SALARIED</u>					
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

(Selectboard 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 \$12,747,055, or any other amount, for the maintenance of the several departments of the Town, said sum to be allocated in accordance with Schedule III, Budget, and for any other necessary charges, or pass any vote or votes in relation thereto.

Schedule III
Town Operating Budget

DEPT NO.	BUDGET FY25	REQUEST FY26	SELECTBOARD FIN COMM RECOMMEND FY26	
GENERAL GOVERNMENT				
113	TOWN MEETING	3,180	3,180	3,180
122	SELECTBOARD	326,230	324,662	324,662
131	FINANCE COMMITTEE	600	600	600
132	RESERVE FUND	50,000	50,000	50,000
135	TOWN ACCOUNTANT	93,000	101,374	101,374
141	ASSESSORS	186,059	180,122	180,122
145	TREASURER/COLLECTOR	206,965	208,335	208,335
151	TOWN COUNSEL	87,475	82,475	82,475
155	INFORMATION TECHNOLOGY	92,252	103,352	103,352
159	SHARED COSTS	93,499	104,930	104,930
161	TOWN CLERK	237,224	219,144	219,144
175	PLANNING	140,788	142,394	142,394
176	ZONING BOARD OF APPEALS	700	700	700
190	PUBLIC BLDG UTILITIES	140,050	145,000	145,000
197	FARMERS MARKET	5,200	5,700	5,700
	TOTAL GENERAL GOVT	1,663,222	1,671,968	1,671,968
PUBLIC SAFETY				
211	POLICE	2,067,608	2,069,965	2,069,965
211	POLICE CRUISER	60,000	-	-
212	DISPATCH	410,768	410,868	410,868
241	BUILDING INSPECTOR	155,082	149,926	149,926
244	SEALER OF WEIGHTS	7,182	7,182	7,182
291	EMERGENCY MANAGEMENT	6,944	6,944	6,944
292	ANIMAL CONTROL	23,658	24,185	24,185
294	FOREST WARDEN	1,882	1,882	1,882
299	TREE WARDEN	30,474	30,474	30,474
	TOTAL PUBLIC SAFETY	2,763,598	2,701,426	2,701,426
PUBLIC WORKS				
420	DEPT OF PUBLIC WORKS	1,772,006	1,810,284	1,810,284
423	SNOW & ICE	321,250	324,750	324,750
433	SOLID WASTE	802,776	835,300	835,300

480	CHARGING STATIONS	11,980	3,000	3,000
491	CEMETERIES	32,150	32,150	32,150
	TOTAL PUBLIC WORKS	2,940,162	3,005,484	3,005,484

	HUMAN SERVICES			
511	BOARD OF HEALTH	168,004	172,144	172,144

Schedule III
Town Operating Budget

DEPT NO.		BUDGET FY25	REQUEST FY26	SELECTBOARD FIN COMM RECOMMEND FY26
	HUMAN SERVICES			
541	COUNCIL ON AGING	59,272	77,207	77,207
543	VETERANS' SERVICES	77,897	101,000	101,000
	TOTAL HUMAN SERVICES	305,173	350,351	350,351

	CULTURE & RECREATION			
610	LIBRARIES	518,233	521,033	521,033
630	PARKS & RECREATION	164,826	169,326	169,326
691	HISTORICAL COMMISSION	500	500	500
693	WAR MEMORIALS	1,600	1,600	1,600
	TOTAL CULTURE/RECREATION	685,159	692,459	692,459

	DEBT SERVICE			
700	DEBT SERVICE INTERGOVERNMENTAL	1,158,857	1,160,025	1,160,025

840	INTERGOVERNMENTAL MISCELLANEOUS	116,874	119,041	119,041
-----	---------------------------------	---------	---------	---------

910	EMPLOYEE BENEFITS	2,657,083	2,926,701	2,926,701
946	GENERAL INSURANCE	119,600	119,600	119,600
	TOTAL MISCELLANEOUS	2,776,683	3,046,301	3,046,301

	TOTAL TOWN BUDGET	12,409,728	12,747,055	12,747,055
--	-------------------	------------	------------	------------

(Selectboard 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 \$3,221,303 or any other amount, for the purpose of operating the Clean Water Facility and associated pumping stations, said sum to be allocated in accordance with Schedule IV, CWF Budget, or pass any vote or votes in relation thereto.

Schedule IV
Clean Water Facility Budget

DEPT NO.	BUDGET FY25	REQUEST FY26	SELECTBOARD FIN COMM RECOMMEND FY26	
CLEAN WATER FACILITY				
440	Wages & Expenses	2,116,590	2,209,442	2,209,442
440	Capital Outlay	58,500	58,500	58,500
700	Debt Service	478,365	485,028	485,028
910	Employee Benefits	380,719	383,183	383,183
	SUBTOTAL CWF	3,034,174	3,136,153	3,136,153
449	DPW SUBSIDIARY			
	Wages & Expenses	85,150	85,150	85,150
	SUBTOTAL DPW SUBSIDIARY	85,150	85,150	85,150
	TOTAL CWF	3,119,324	3,221,303	3,221,303

(Sewer Commission 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 \$425,732, or any other amount, for the purpose of operating the Turners Falls Airport, said sum to be allocated in accordance with Schedule V, Airport Budget, or pass any vote or votes in relation thereto.

Schedule V
Airport Budget

DEPT NO.	BUDGET FY25	REQUEST FY26	SELECTBOARD FIN COMM RECOMMEND FY26
AIRPORT			

482	Wages & Expenses	255,238	271,625	271,625
482	Capital Outlay/Local Share	-	-	-
700	Debt Service	102,775	99,935	99,935
910	Employee Benefits	61,664	54,172	54,172
TOTAL AIRPORT		419,677	425,732	425,732

(Airport Commission Request)

ARTICLE 7: To see if the Town will vote to amend Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, to add a new Section 7, Revolving Funds, as shown below, and to establish a spending limit of \$200,000 for the Airport Fuel revolving fund for the Fiscal Year beginning July 1, 2025, which spending limit to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; or pass any vote or votes in relation thereto:

Section 7: Revolving Funds

(a) There are hereby established in the Town of Montague, pursuant to the provisions of G.L. c.44, §53E½, the following Revolving Funds:

Revolving Fund	Spending Authority	Revenue Source	Allowed Expenses
Airport Fuel	Airport Commission	Fees from sale of Airport fuel	Purchase of Airport fuel to be sold and used at the Airport

(b) Expenditures from each revolving fund set forth herein shall be subject to the spending limits established by Town Meeting or any increase therein as may be authorized in accordance with MGL c. 44, § 53E 1/2.

(Airport Commission Request)

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$52,250 or any other amount, for the purpose of funding the operations and maintenance of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$841,660, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague’s share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$12,663,178, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague’s share of the assessment for the yearly operation of the Gill-Montague Regional Schools, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$59,000, or any other amount, for the purpose of providing tuition and transportation for a Montague resident attending Smith Vocational and Agricultural High School, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$125,154, or any amount, for the purpose of funding the implementation of a collective bargaining agreement with the United Electrical, Radio and Machine Workers of America, Local 274 and National Association of Government Employees for Fiscal Year 2026, or to pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,000, or any other amount, for the purpose of funding the accessibility repairs and upgrades for the Montague Public Libraries, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Library Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$231,800, or any other amount, for the following Clean Water Facility projects, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

- A. \$60,000 for purchase of used mini-excavator
- B. \$67,800 for purchase of portable generator and Lake Pleasant facility generator
- C. \$104,000 for replacement of two thickened sludge pumps

(Clean Water Facility and CIC Request)

ARTICLE 15. To see if the Town will vote to appropriate the sum of \$3,000,000 for the purpose of rehabilitating sewer manholes and sewer pipes to address structural defects and potential sources of inflow and infiltration to the Town’s sewer collection system, including but not limited to engineering, bidding, and construction, as well as all other costs incidental and related thereto, and to meet this appropriation to authorize the Treasurer, with the approval of the Selectboard, to borrow said sum under General Laws Chapter 44, Sections 7 and 8, or any other lawful enabling authority and to issue bonds or notes of the Town therefor; and further to authorize the Selectboard to execute any such documents and/or agreements necessary to effectuate the purposes of this vote; or pass any vote or votes in relation thereto.

(Department of Public Works and Selectboard Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$365,000, or any other amount, for the purpose of purchasing and equipping a ten-wheel dump truck, including plow, sander, and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works and CIC Request)

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$325,000, or any other amount, for the purpose of purchasing and equipping a dump truck, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works and CIC Request)

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$135,000, or any other amount, for the following Department of Public Works vehicles, including all equipment and any and all incidental and related costs, or pass any vote or votes in relation thereto.

- A. \$70,000 for the purchase of a camera van
- B. \$65,000 for the purchase of a pickup truck

(Department of Public Works and CIC Request)

ARTICLE 19: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$90,000, or any other amount, for the following Department of Public Works projects, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

- A. \$60,000 for Oakman Street slope stabilization
- B. \$30,000 for paving alleys and non-chapter 90 eligible roadways

(Department of Public Works and CIC Request)

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$200,000, or any other amount, for the replacement of guardrails on Meadow Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works and CIC Request)

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$36,470, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$255,200, or any other amount, for the following Town projects and all incidental and related costs, or to pass any vote or votes in relation thereto.

- A. \$39,000 for repairs/renovation to Millers Falls library storefront
- B. \$125,000 for upgrades to Unity Park
- C. \$91,200 for design costs for Montague Center Complete Streets project

(Selectboard and CIC Request)

ARTICLE 23: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$60,000, or any other amount, for the purpose of FRTA bus stop improvements at Industrial Boulevard and Millers Falls Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard and CIC Request)

ARTICLE 24: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$67,900, or any other amount, for the purpose of abating and removing utilities from the Keith footbridge over canal, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 25: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Henry Waidlich Conservation Trust Fund	\$10,000
Town Capital Stabilization Fund	\$231,890
GMRSD Stabilization Fund	\$88,718
OPEB Trust Fund	\$100,000
Total:	\$430,608

(Finance Committee Request)

ARTICLE 26: 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.

(Selectboard and Board of Assessors Request)

ARTICLE 27: To see if the town will vote pursuant to M.G.L. Chapter 59 Section 5, Clause 54, 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.

(Board of Assessors Request)

ARTICLE 28: To see if the Town will vote to amend the Town’s General Bylaws to add a new Section 14B to Article III under Treasurer/Collector, as set forth below entitled “Tax Title Payment Plans”, to authorize the Treasurer-Collector to pursue and establish payment agreements for parcels of land in tax title so as to allow delinquent taxpayers to pay off their tax liens over time, as authorized by M.G.L. c. 60 § 62A, as amended by sections 89-91 of Chapter 140 of the Acts of 2024, or pass any other vote or votes in relation thereto.

Section 14B: Tax Title Payment Plans

- A. Pursuant to the provisions of M.G.L. c. 60, § 62A, the Town Treasurer-Collector shall have the authority to enter into written payment agreements with any person entitled to redeem ownership of parcels of in tax title which have been taken by the Town as a result of nonpayment of real estate taxes. The payment agreement shall be executed on such terms and conditions for payment of the delinquent taxes, interest and any other costs, fees or charges associated with same, in accordance with M.G.L. c. 60, § 62A and this bylaw. The Treasurer-Collector shall not refuse to enter into agreements with eligible taxpayers.

- B. This bylaw shall apply to all taxpayers with parcels in the following assessment categories of tax title in the Town:
 - 1. Commercial property;
 - 2. Residential property;
 - 3. Industrial; and
 - 4. Open space.

- C. The following conditions must be met prior to the Town entering into a payment agreement:
 - 1. The Town has not filed a petition to foreclose the rights of redemption with the Land Court, and the recording date of the Instrument of Taking recorded in the Bristol County Registry of Deeds must be no more than ten (10) years from the date of the proposed agreement; and
 - 2. All real estate taxes and water/sewer user fees due for the current fiscal year assessed against the parcel must be paid to date.

- D. All payment agreements shall comply with the following minimum requirements:
 - 1. The payment agreement shall be for a term not to exceed ten (10) years provided, however, that nothing herein shall preclude the taxpayer from completing payments of the amount owed within a shorter period of time;
 - 2. The payment agreement shall include a waiver of not to exceed fifty percent (50%) of the interest that has accrued in the tax title account, but only if the taxpayer fully complies with the terms of the agreement (no taxes or collection costs may be waived); and
 - 3. The payment agreement shall state the amount of the payment due from the taxpayer at the time of execution of the agreement, which shall be at least ten

percent (10%) of the amount needed to redeem the parcel at the inception of the agreement. The taxpayer must then agree to pay the remaining balance due to the Town in equal monthly installments.

- E. During the term of the agreement, the Treasurer-Collector may not bring an action to foreclose the tax title unless payments are not made in accordance with the schedule set out in the payment agreement or timely payments are not made on other amounts due to the Town that constitute a lien on the same parcel.
- F. Nothing in this bylaw shall preempt or preclude the authority of the Treasurer-Collector to accept partial payments or to negotiate and enter into payment agreements authorized by M.G.L. c. 60, §§ 22 and § 22A, or any other statutory authority.

(Treasurer Request)

ARTICLE 29: To see if the town will vote to accept the provisions of Massachusetts General Laws, Chapter 200A, §9A, which establishes a procedure for the disposition of abandoned funds, i.e. funds not claimed within one (1) year from the date of delivery, including provisions for notice, claims, appeals and disbursements, the full text of which can be found at <https://malegislature.gov/Laws/GeneralLaws/PartII/TitleII/Chapter200a/Section9A>, or pass any other vote or votes in relation thereto.

(Treasurer Request)

ARTICLE 30: 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.

(Selectboard Request)

ARTICLE 31: To see if the Town will vote to adopt and enact the amendments to the Franklin Regional Council of Governments (FRCOG) Charter, said amendment(s) having been proposed by a two-thirds majority of the weighted vote of the full membership of the FRCOG Council and a majority vote of the FRCOG Executive Committee, with said amendment(s) taking full effect immediately upon adoption by two-thirds of the member towns unless a later effective date is otherwise specified; a copy of the proposed amendments is attached in Schedule ---, FRCOG Charter Amendment, or take any action relative thereto.

(Franklin Regional Council of Governments Request)

And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this ____ day of April in the Year of Our Lord Two Thousand and Twenty-Five.

Matthew Lord

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA April ____, 2025

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

Constable of Montague

ORDER FOR POLE LOCATIONS

By the Board of Selectmen of the Town of **Montague**, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that EVERSOURCE be and it is hereby granted a location for and permission to construct and maintain a line of poles wires and cables together with such sustaining and protecting fixtures as said EVERSOURCE may deem necessary, in the public way hereinafter referred to as requested in petition of said EVERSOURCE dated the 18th day of March, 2025.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked- **20256385** filed with and made a part of said petition. There may be attached to said poles not to exceed 18 wires and 2 cables and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Proposed pole location to
provide service for a new
house located on Fosters Rd.

Also that permission be and thereby is granted said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Montague, Massachusetts held on the 7th day of April, 2025.

Christopher Boutwell

Clerk of Selectmen

We hereby certify that on April 7, 2025, at 6:30pm o'clock, at 1 Avenue A, Turners Falls, MA a public hearing was held on the petition of EVERSOURCE for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Richard Kuklewicz

Matt Lord

Christopher Boutwell

Selectmen of the Town of

Montague,

Massachusetts.

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague, Massachusetts, on the _____ day of _____, 2025, and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

Eversource

Legend:

- ▲ Eversource Existing Pole
- ▲ Eversource Proposed Pole Location
- - - Primary Cable
- - - Secondary Cable
- ⊗ Transformer
- △ Underground Service
- OH Service

Town of Montague, MA

37 Fosters Rd

Parcel #: 51-0-38

Documents

- Patrol Final PV Property Card
- CAI Property Card
- Tax Map

Assessment

ID : 3521

PropertyAddress : FOSTERS RD

PropertyStreet : FOSTERS RD

MapSheet : 51

OwnerName : FOSTER DAVID E

CoOwnerName :

OwnerAddress : P O BOX 163 - 33 FOSTERS RD

OwnerAddress2 :

OwnerCity : MONTAGUE

OwnerState : MA

OwnerZip : 01351

ParcelNumber : 51-0-38

GisFullNumber : M_314233_510155

CamFullNumber : 51-0-38

PID : 51-0-38

ACCT_NUM : 3979

PIN : 51-0-38

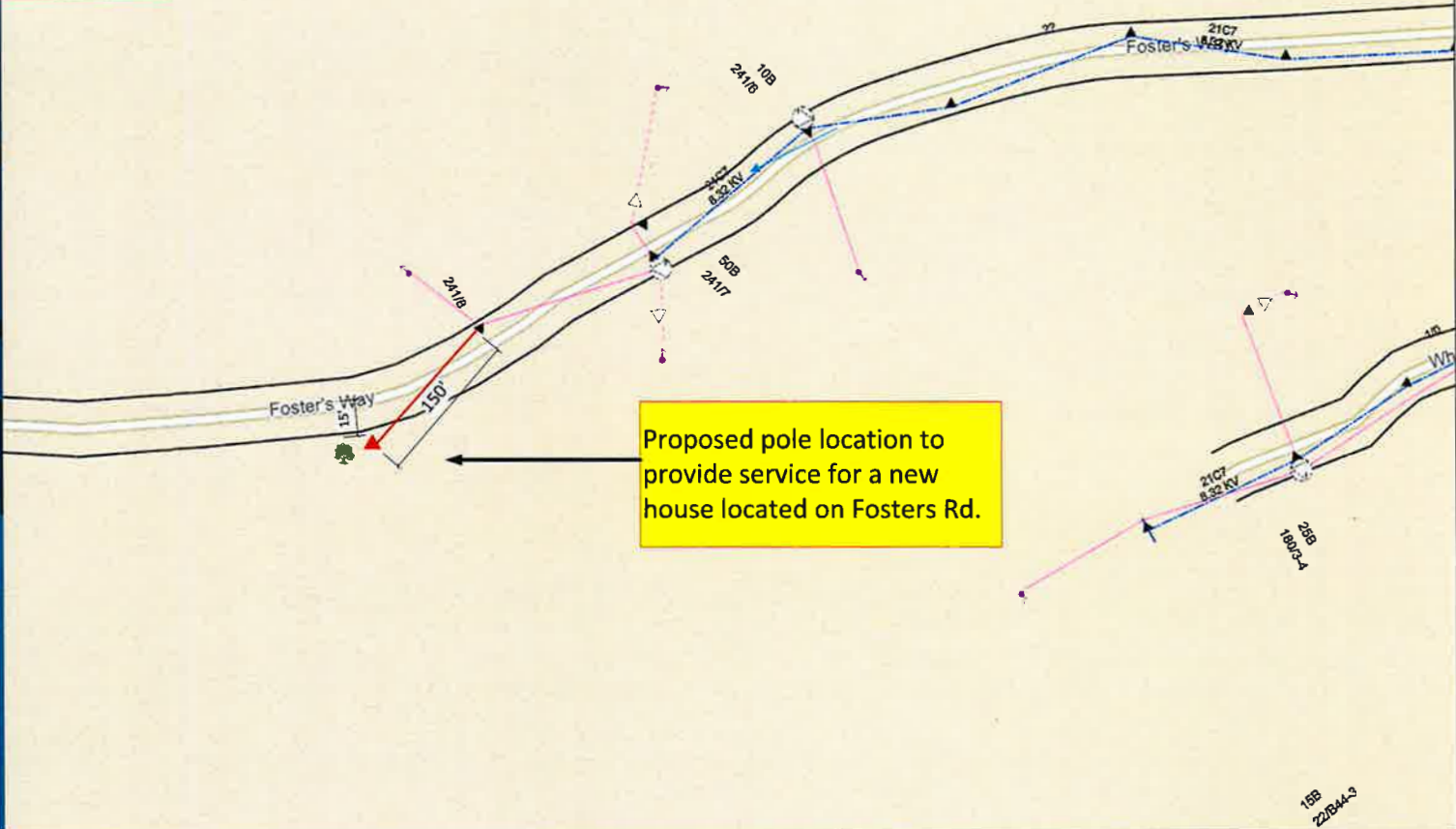
OLD_PID : X

STREET_NUM :

STR_NUM2 :

STR_NAME : FOSTERS RD

CONDO_UNIT :



	Designer: David Meagher	Addr: 37 Fosters Rd	Town: Montague	EC:	WO: 20256385
	Tel: 413-585-1828	Ckt: 21C7	Pole: 241/9	AWC: Hadley	Sht 1 of 1
	Date: 3/11/2025	Pri V: 8.32	Scale: NTS	Pole Petition	



Franklin Regional Council of Governments

CHARTER CHANGE REVIEW

FRCOG Council
January 30, 2025

FRCOG CHARTER HISTORY

- In the mid 1990s, Governor Weld was intent on eliminating County Government. He considered it a redundant layer of government
- Franklin County Commission (the name of our county government) provided valuable services to the towns of Franklin County and was the legislatively-established Regional Planning Agency for Franklin County
- A Charter Commission formed to create a Council of Governments before county government was abolished
- The Charter was adopted by all 26 towns in 1996; FRCOG created in 1997
- State legislation allowed the formation and creation of the FRCOG and abolished the county government – 151 Acts 96, Section 567

CHARTER CHANGES – WHY NOW?

No amendments have been made in our 25+ year history

- The Charter is a strong document
- To make any changes is a significant process

Why make changes now?

- Succession—getting the house in order as long-time staff get ready for retirement
- Some things are out of date and do not reflect the evolution of the FRCOG and the County

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

CHARTER AMENDMENT PROCESS

- Special Committee working through Charter
 - **Council and Planning Board Members:** Jay DiPucchio, Bee Jacque, Ellen McKay, Paul McLatchy, Charlie Olchowski, Bill Perlman
 - **FRCOG staff:** Linda Dunlavy, Bob Dean, Jessica Atwood, Claire McGinnis
- Present changes to COG Executive Committee, COG Council, and Franklin Regional Planning Board
- Amend Enabling legislation and file it with the state
- Conduct public engagement campaign to explain changes
- Bring changes to 2025 Annual Town Meetings and City Council for votes

GLOBAL CHANGES

- References to initial formation of the FRCOG removed
- Tense, capitalization and language made consistent
- Franklin Regional Planning Board renamed Franklin Regional Planning Advisory Board
 - **Why:** The FRCOG Planning Board is advisory and does not have the same power or authority of a municipal planning board

ARTICLE 1: DEFINITIONS

Added:

- Select Board
- Chief Administrative Official
- Municipal Finance Official

Why: Clarifies future sections, especially composition of Council

ARTICLE 2: POWERS OF THE REGIONAL COUNCIL OF GOVERNMENTS

Deleted:

- Reference to Director of Finance serving on Franklin County Retirement System Board
 - **Why:** The Franklin County Retirement System transitioned to a regional retirement system, which eliminated the mandated role of the “county treasurer” as chair of the board
- Reference to Section 14 of Chapter 40B
 - **Why:** Chapter 40B is the legislation that created Regional Planning Agencies (RPAs); Section 14 only relates to the Southeastern Regional and Economic Development District (SRPEDD – 1 of the 13 statewide RPAs); incorrectly referenced in FRCOG Charter
- Reference to FRCOG having powers of Selectmen under MGL Chapter 140 (Dogs and other animals)
 - **Why:** The FRCOG has never been asked to handle a dog complaint and dog owners have recourse in District Court if the issue cannot be resolved locally

ARTICLE 3: LEGISLATIVE BODY: THE COUNCIL

Combined Sections 3.1.1 Structure and 3.1.3 Eligibility, and expanded municipal roles that can serve on Council

- Changes now allow: Select Board member, the Chief Administrative Official or a Municipal Finance Official
 - **Why:** Several towns already appoint Town Administrators and this expansion permits municipal finance roles to serve on the FRCOG Council

Amended 3.1.6 Voting

- Eliminated financial 1% vote of Franklin Regional Planning Advisory Board (FRPAB) member and added 1% vote for Regionally Elected members
 - **Why:** FRPAB has no budgetary role with FRCOG; Executive Committee has strong budgetary role

Clarified 3.1.7 Quorum

- Council meetings require a simple majority; financial votes require simple majority *and* financial majority

ARTICLE 4

EXECUTIVE BODY: THE EXECUTIVE COMMITTEE

Amended 4.1.1 Composition

- Regionally Elected members cannot reside from same town; no more than 2 members can reside from same town
 - **Why:** Adds a bit more flexibility to Council and FRPAB appointments (previously all 5 members needed to be from different towns) while still assuring that one town never has a majority vote

Amended 4.1.2 Term and Vacancies

- Added language to allow Executive Committee to request a new Council or FRPAB appointment in the event of multiple unexcused absences
- Added language to address the resignation of a Regionally Elected member
 - **Why to both:** The original Charter did not address either scenario

Amended 4.1.3 Eligibility

- Allows FRPAB member to be an employee of a town
 - **Why:** Removes residency requirement

ARTICLE 4

EXECUTIVE BODY: THE EXECUTIVE COMMITTEE

Small changes to 4.1.4 Compensation and Benefits, 4.1.5 Organization, and 4.1.7 Quorum

- Clarifies that Executive Committee members are ineligible for employee benefits
- Changes meetings from required monthly to “regular meetings”
- Clarifies quorum language to be present and voting members (can’t cede a vote to another member)

Added to 4.2.2 Powers of the Executive Committee

- Eliminates reference to county government
- Act as the FRCOG governing body as required by state and federal law
 - **Why:** Allows and clarifies that Executive Committee has authority to meet governing body requirements of state and federal law and policy

ARTICLE 5

ADMINISTRATIVE ORGANIZATION

Deleted 5.2 and 5.3, Director of Finance and Director of Planning and Development

- Deletes Executive Committee as hiring authority for Director of Planning and Director of Finance.
 - **Why:** Other Director-level positions are hired by Executive Director; this change makes hiring process consistent across all positions and allows management structure to change without requiring a Charter change.

ARTICLE 6: SEPARATION OF POWERS

No proposed changes

ARTICLE 7: FINANCING AND MEMBERSHIP

Added and changed 7.1.1 Eligibility

- Existing Charter allowed towns outside of Franklin County to join the FRCOG. This provision was retained but the process of joining was clarified by:
 - Membership requires a vote of concurrence by full Council
 - The municipality must withdraw from its designated Regional Planning Agency through legislative action
 - **Why:** Original Charter gave no vote/voice to the FRCOG to determine whether we want another town to join; joining did not previously require withdrawal from the existing Regional Planning Agency, which has always been a challenge of accepting other interested municipalities

Amended 7.1.7 Withdrawal from Membership in the FRCOG

- Similarly, this change would require that a town withdrawing from the FRCOG pursue special legislation to withdraw from the Regional Planning Agency function of the FRCOG

ARTICLE 7: FINANCING AND MEMBERSHIP

Small changes to 7.1.5 Member Assessments and Service Charges

- Changed date FRCOG must transmit budget to member towns from 2/1 to 2/15
- Changed from “payment due” to “invoices sent” on the first day of each quarter

Date changes in 7.2.1 Fiscal Procedures

- Gives FRCOG two more weeks to get budget numbers and budget complete for Council review

ARTICLE 8: REGIONAL PLANNING AGENCY

Entire Article Rewritten

- Existing section repetitive, out of compliance with current state and federal law, confused Regional Planning Agency (RPA) and Franklin Regional Planning Advisory Board (FRPAB) roles and included specifics better placed in the FRCOG and/or FRPAB Bylaws/Operating Procedures

New Article:

- Clarifies that FRCOG is the designated RPA for Franklin County and correctly references legislation
- Updates purpose of RPA function
- Updates purpose, role and composition of FRPAB
 - **Why:** Reduces detail not needed in Charter, corrects purpose (previously referenced responsibility of the RPA), reduces size of FRPAB and references Operating Procedures for more specifics, clarifies responsibilities

ARTICLE 9: GENERAL PROVISIONS

Amended 9.2 Charter Amendment Procedures

- A one-word change with huge impact: after this round of Charter amendments that requires a 2/3 vote of 2/3 of Town Meetings, future changes will require a simple majority vote of 2/3 of Town Meetings

Amended 9.4 Bylaw Adoption Procedures

- Extends timeframe for Council to override Executive Committee disapproval of Bylaw changes from 30 to 60 days

ARTICLE 10: TRANSITIONAL PROVISIONS

Sections 10.2 through 10.5 deleted

- These sections were specific to the original transition from County to COG and are no longer needed

QUESTIONS?

PROPOSED MOTION OF ENDORSEMENT

Motion to approve the FRCOG Charter amendment, as presented and approved by unanimous vote of the Executive Committee; to bring the amended Charter to the Town Meetings of each Franklin County municipality for enactment; and to pursue legislative changes to the FRCOG enabling legislation to align with the Charter changes.

NEXT STEPS

- Amend Enabling legislation and file it with the state
- Conduct public engagement campaign to explain changes
- Bring changes to 2025 Annual Town Meetings and City Council for votes
- Amend other related documents:
 - FRCOG Bylaws
 - FRPAB Bylaws/Operating Procedures
 - Transportation Planning Organization Memorandum of Agreement, etc.

PREPARING FOR ANNUAL TOWN MEETINGS

- Warrant article to Select Boards and Town Administrators
- Outreach to FRCOG Council members, Select Boards and Town Administrators
 - Meetings with town officials (Select Board, Finance Committee, other)?
 - Does Town have informational meeting in advance of Annual Town Meeting?
 - Need a Committee member or FRCOG staff to attend advance meeting and/or Annual Town Meeting?

MATERIALS FOR TOWN MEETINGS

We created one-page, two-sided Fact Sheet for Town Meeting that provides FRCOG website links to the strikethrough version of the charter changes and a similar version of this presentation.

The Fact Sheet addresses:

- What is the FRCOG?
- What is the FRCOG Charter?
- Why Update the Charter Now?
- Proposed Charter Changes



Franklin Regional
Council of Governments

Charter Change Fact Sheet

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



**Franklin Regional
Council of Governments**

12 Olive Street, Suite 2
Greenfield, MA 01301

Ellen Lamoureux

Contact

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Education

Pioneer Valley Regional High School
Northfield, Ma
Diploma 2000

Key Skills

- Microsoft Office (Word, Excel, PowerPoint, Access, Outlook)
- Warehouse Management Systems (PKMS/WMiS/Oracle/SCI)
- RF Gun / Handheld Radio
- CPR, First Aid, and AED Certified
- TIPS Certified

Professional Summary

Meticulous, adaptable, and dedicated professional able to bring an innovative and open-minded approach to solving problems. Additionally, able to come to valid solutions to ensure company goals are met regularly. Brings excellent communication and leadership capabilities to ensure workflows are seamless and issues are resolved.

Experience

• Yankee Candle – South Deerfield MA

Sept 2001 – Sept 2024

Restock / Stock Handling Facilitator (2006 – 2024)

- Organize and execute the workflow to meet required deadlines
- Daily productivity and output data entry utilizing Microsoft Office tools
- Supervise the Restock and Stock Handling teams
- Data entry with a Warehouse Management System
- Stretch break leader and Code 1 member

Equipment Operator / Receiver (2004 – 2006)

- Trained and certified operator of an order picker, reach truck, pacer, rider jack, walkie jack, and scissor lift
- Complete tasks efficiently to support Order Fulfillment

Order Fulfillment Picker / Shipper (Sept 2001 – 2004)

- Mindfulness while picking orders
- Complete orders with a sense of urgency to meet deadlines
- Ability to lift 40lbs

Element Brewery and Distillery – Millers Falls MA

2018 – Present

Part Time Bartender

- Greet and serve all patrons while managing revenue
- Effective communication and customer service
- Mixology knowledge and cocktail techniques
- Understanding of responsible service of alcohol rules and regulations



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant MONTAGUE COMMUNITY BAND

Name of business/group sponsoring proposed event if applicable:
MONTAGUE CULTURAL COUNCIL, GFUD SAVINGS BANK

If applicable, number of years your organization has been running this event in Montague? 133 yrs

Address 9/0 2 WALNUT ST TURNERS FALLS

Contact phone 413-522-4120 Contact email sp. COREY@Comcast.net

FID 04-3040886

Dates of proposed event EVERY Monday MAY 5 - AUG 4 ^{NOT} 5/26 Location: Peskeompskut Park
(rain date)

Hours 7-9:00pm Set Up: 6:30-7p Clean Up: 9:00-9:15p

Approximate number of people expected to attend 140 band + audience (approx)

What provisions will be made regarding clean up of site? band w/clean up

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other

Fully & specifically describe content of the proposed exhibition, show and/or amusements:
1ST 4 MONDAYS, band will use space FOR OPEN REHEARSALS
NEXT 8 MONDAYS, band will perform FREE CONCERTS
CONSISTING OF A VARIETY OF CONCERT BAND MUSIC. LAST
MONDAY WILL BE RESERVED AS A RAIN DATE.



Fully & specifically describe the premises upon which the proposed event is to take place.

Tradition - The Montague Community Band (Formally the Turners Falls Military Band) has performed Summer concerts since 1892.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

N/A Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services _____

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

WE DON'T SERVE FOOD OR ALCOHOL. PEOPLE COME WITH THEIR CHAIRS AND BLANKETS, SPREAD ABOUT THE LAWN AND LISTEN TO AN OLD FASHION CONCERT.

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

NO SPECIAL CONTROL IS NEEDED. PEOPLE PARK ALONG THE STREET OR IN THE AUBUCHON AREA PARKING LOT. THIS EVENT ATTRACTS AN OLDER CROWD.

What provisions will be made regarding first aid and emergency medical care?

WE HAVE A DOCTOR + 2 NURSES THAT PERFORM IN THE GROUP PLUS MANY ARE TRAINED AS FIRST RESPONDERS.

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations?

WE USUALLY PLACE 2 SIGNS ON THE FRONT AND LEFT EDGE OF THE PARK. TYPICAL SIZED LAWN SIGNS.

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$2 Million Group.

WE HAVE BEEN COVERED BY THE TOWN'S POLICY, IN THE PAST.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant

Susan Perry

Date

4/1/25

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments

Date: _____

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Great Falls Farmers Market

Name of business/group sponsoring proposed event if applicable: _____

If applicable, number of years your organization has been running this event in Montague? _____

Address 1 Avenue A, Turners Falls, MA 01376

Contact phone 1-802-738-9099

Contact email greatfallsfarmersmarketurners@gmail.com

FID _____

Dates of proposed event May 3rd- October 25th every Saturday Location: Peskeomskut Park

Hours 9AM-1PM Set Up: 8AM-9AM Clean Up: 1PM-2PM

Approximate number of people expected to attend 150

What provisions will be made regarding clean up of site? _____

Vendors are responsible for cleaning up their own spaces.

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

The market hosts various programming throughout the season, including musical performances and workshops.

Fully & specifically describe the premises upon which the proposed event is to take place.

The market takes place at Peskeomskut Park along the path parallel to Avenue A.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services _____

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

N/A

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

N/A

What provisions will be made regarding first aid and emergency medical care?

N/A

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? _____

Not at this time.

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant *Anthony J. Lee*

Date 3/25/25

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

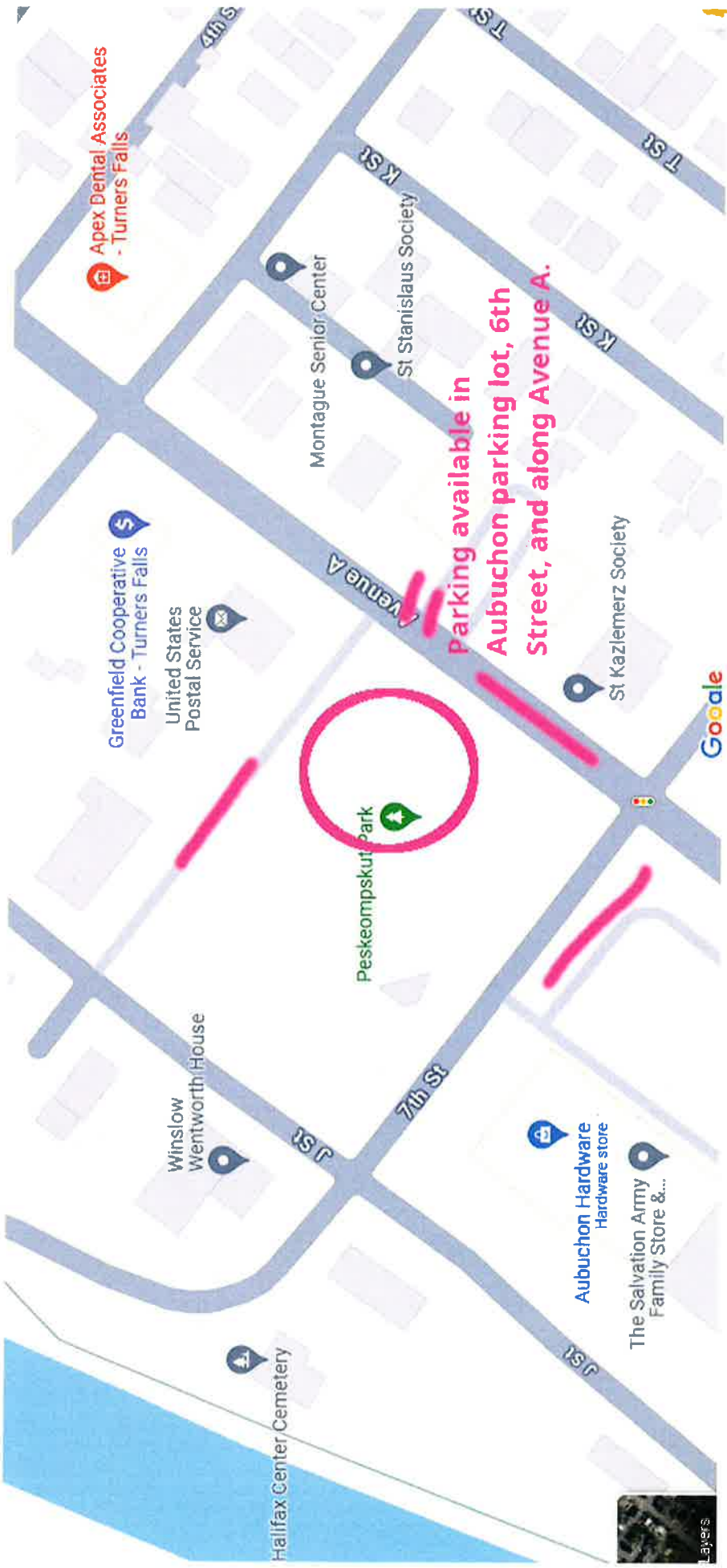
Date: _____

BOARD OF HEALTH – Approval / Comments

[Signature]

Food vendors should contact
Boh

Date: 8 4-2-25



Apex Dental Associates
- Turners Falls

Greenfield Cooperative
Bank - Turners Falls

United States
Postal Service

Montague Senior Center

St Stanislaus Society

Parking available in
Aubuchon parking lot, 6th
Street, and along Avenue A.

St Kazlemerz Society

Peskeompskut Park

Winslow
Wentworth House

Aubuchon Hardware
Hardware store

The Salvation Army
Family Store &...

Halifax Center Cemetery

Google

Layers

**ANNUAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
MAY 7, 2025
Expected Continuation Date May 14, 2025 (if needed)**

Franklin, ss.

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

GREETING:

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, Turners Falls, Massachusetts, on Wednesday, May 7, 2025, at 6:30 PM, with an expected continuation of the meeting on Wednesday, May 14, 2025 at 6:30 PM (if needed) and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to receive the reports of the Officers of the Town and any committees, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 2: To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2025, as set forth in Schedule I, Elected Officials, or pass any vote or votes in relation thereto.

**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

**SCHEDULE I
Elected Officials**

<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
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

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2025, as set forth in Schedule II, Appointed Officials, or pass any vote or votes in relation thereto.

**SCHEDULE II
Appointed Officials**

<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
ANNUAL STIPENDS			
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

**SCHEDULE II
Appointed Officials**

<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
<u>ANNUAL STIPENDS</u>			
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>
<u>SHIFT DIFFERENTIALS</u>			
<u>PART TIME POLICE OFFICERS</u>			
SECOND SHIFT	1.00	1.00	1.00
THIRD SHIFT	1.25	1.25	1.25
<u>TITLE</u>	<u>FY25 BUDGET</u>	<u>FY26 REQUEST</u>	<u>FY26 RECOMMEND</u>
<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>Grade</u>	<u>Range FY2025</u>		<u>Range FY2026</u>	
		Start	End	Start	End
<u>SALARIED</u>					
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

(Selectboard 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 \$12,747,055, or any other amount, for the maintenance of the several departments of the Town, said sum to be allocated in accordance with Schedule III, Budget, and for any other necessary charges, or pass any vote or votes in relation thereto.

Schedule III
Town Operating Budget

DEPT NO.	BUDGET FY25	REQUEST FY26	SELECTBOARD FIN COMM RECOMMEND FY26	
GENERAL GOVERNMENT				
113	TOWN MEETING	3,180	3,180	3,180
122	SELECTBOARD	326,230	324,662	324,662
131	FINANCE COMMITTEE	600	600	600
132	RESERVE FUND	50,000	50,000	50,000
135	TOWN ACCOUNTANT	93,000	101,374	101,374
141	ASSESSORS	186,059	180,122	180,122
145	TREASURER/COLLECTOR	206,965	208,335	208,335
151	TOWN COUNSEL	87,475	82,475	82,475
155	INFORMATION TECHNOLOGY	92,252	103,352	103,352
159	SHARED COSTS	93,499	104,930	104,930
161	TOWN CLERK	237,224	219,144	219,144
175	PLANNING	140,788	142,394	142,394
176	ZONING BOARD OF APPEALS	700	700	700
190	PUBLIC BLDG UTILITIES	140,050	145,000	145,000
197	FARMERS MARKET	5,200	5,700	5,700
	TOTAL GENERAL GOVT	1,663,222	1,671,968	1,671,968
PUBLIC SAFETY				
211	POLICE	2,067,608	2,069,965	2,069,965
211	POLICE CRUISER	60,000	-	-
212	DISPATCH	410,768	410,868	410,868
241	BUILDING INSPECTOR	155,082	149,926	149,926
244	SEALER OF WEIGHTS	7,182	7,182	7,182
291	EMERGENCY MANAGEMENT	6,944	6,944	6,944
292	ANIMAL CONTROL	23,658	24,185	24,185
294	FOREST WARDEN	1,882	1,882	1,882
299	TREE WARDEN	30,474	30,474	30,474
	TOTAL PUBLIC SAFETY	2,763,598	2,701,426	2,701,426
PUBLIC WORKS				
420	DEPT OF PUBLIC WORKS	1,772,006	1,810,284	1,810,284
423	SNOW & ICE	321,250	324,750	324,750
433	SOLID WASTE	802,776	835,300	835,300

480	CHARGING STATIONS	11,980	3,000	3,000
491	CEMETERIES	32,150	32,150	32,150
	TOTAL PUBLIC WORKS	2,940,162	3,005,484	3,005,484

	HUMAN SERVICES			
511	BOARD OF HEALTH	168,004	172,144	172,144

Schedule III
Town Operating Budget

DEPT NO.		BUDGET FY25	REQUEST FY26	SELECTBOARD FIN COMM RECOMMEND FY26
	HUMAN SERVICES			
541	COUNCIL ON AGING	59,272	77,207	77,207
543	VETERANS' SERVICES	77,897	101,000	101,000
	TOTAL HUMAN SERVICES	305,173	350,351	350,351

	CULTURE & RECREATION			
610	LIBRARIES	518,233	521,033	521,033
630	PARKS & RECREATION	164,826	169,326	169,326
691	HISTORICAL COMMISSION	500	500	500
693	WAR MEMORIALS	1,600	1,600	1,600
	TOTAL CULTURE/RECREATION	685,159	692,459	692,459

	DEBT SERVICE			
700	DEBT SERVICE INTERGOVERNMENTAL	1,158,857	1,160,025	1,160,025

840	INTERGOVERNMENTAL MISCELLANEOUS	116,874	119,041	119,041
-----	---------------------------------	---------	---------	---------

910	EMPLOYEE BENEFITS	2,657,083	2,926,701	2,926,701
946	GENERAL INSURANCE	119,600	119,600	119,600
	TOTAL MISCELLANEOUS	2,776,683	3,046,301	3,046,301

	TOTAL TOWN BUDGET	12,409,728	12,747,055	12,747,055
--	-------------------	------------	------------	------------

(Selectboard 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 \$3,221,303 or any other amount, for the purpose of operating the Clean Water Facility and associated pumping stations, said sum to be allocated in accordance with Schedule IV, CWF Budget, or pass any vote or votes in relation thereto.

Schedule IV
Clean Water Facility Budget

DEPT NO.	BUDGET FY25	REQUEST FY26	SELECTBOARD FIN COMM RECOMMEND FY26
CLEAN WATER FACILITY			
440 Wages & Expenses	2,116,590	2,209,442	2,209,442
440 Capital Outlay	58,500	58,500	58,500
700 Debt Service	478,365	485,028	485,028
910 Employee Benefits	380,719	383,183	383,183
SUBTOTAL CWF	<u>3,034,174</u>	<u>3,136,153</u>	<u>3,136,153</u>
449 DPW SUBSIDIARY			
Wages & Expenses	85,150	85,150	85,150
SUBTOTAL DPW SUBSIDIARY	<u>85,150</u>	<u>85,150</u>	<u>85,150</u>
TOTAL CWF	<u><u>3,119,324</u></u>	<u><u>3,221,303</u></u>	<u><u>3,221,303</u></u>

(Sewer Commission 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 \$425,732, or any other amount, for the purpose of operating the Turners Falls Airport, said sum to be allocated in accordance with Schedule V, Airport Budget, or pass any vote or votes in relation thereto.

Schedule V
Airport Budget

DEPT NO.	BUDGET FY25	REQUEST FY26	SELECTBOARD FIN COMM RECOMMEND FY26
AIRPORT			

482	Wages & Expenses	255,238	271,625	271,625
482	Capital Outlay/Local Share	-	-	-
700	Debt Service	102,775	99,935	99,935
910	Employee Benefits	61,664	54,172	54,172
TOTAL AIRPORT		419,677	425,732	425,732

(Airport Commission Request)

ARTICLE 7: To see if the Town will vote to amend Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E½, to add a new Section 7, Revolving Funds, as shown below, and to establish a spending limit of \$200,000 for the Airport Fuel revolving fund for the Fiscal Year beginning July 1, 2025, which spending limit to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; or pass any vote or votes in relation thereto:

Section 7: Revolving Funds

(a) There are hereby established in the Town of Montague, pursuant to the provisions of G.L. c.44, §53E½, the following Revolving Funds:

Revolving Fund	Spending Authority	Revenue Source	Allowed Expenses
Airport Fuel	Airport Commission	Fees from sale of Airport fuel	Purchase of Airport fuel to be sold and used at the Airport

(b) Expenditures from each revolving fund set forth herein shall be subject to the spending limits established by Town Meeting or any increase therein as may be authorized in accordance with MGL c. 44, § 53E 1/2.

(Airport Commission Request)

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$52,250 or any other amount, for the purpose of funding the operations and maintenance of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$841,660, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague’s share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$12,663,178, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague’s share of the assessment for the yearly operation of the Gill-Montague Regional Schools, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$59,000, or any other amount, for the purpose of providing tuition and transportation for a Montague resident attending Smith Vocational and Agricultural High School, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$125,154, or any amount, for the purpose of funding the implementation of a collective bargaining agreement with the United Electrical, Radio and Machine Workers of America, Local 274 and National Association of Government Employees for Fiscal Year 2026, or to pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$10,000, or any other amount, for the purpose of funding the accessibility repairs and upgrades for the Montague Public Libraries, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Library Request)

ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$231,800, or any other amount, for the following Clean Water Facility projects, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

- A. \$60,000 for purchase of used mini-excavator
- B. \$67,800 for purchase of portable generator and Lake Pleasant facility generator
- C. \$104,000 for replacement of two thickened sludge pumps

(Clean Water Facility and CIC Request)

ARTICLE 15. To see if the Town will vote to appropriate the sum of \$3,000,000 for the purpose of rehabilitating sewer manholes and sewer pipes to address structural defects and potential sources of inflow and infiltration to the Town’s sewer collection system, including but not limited to engineering, bidding, and construction, as well as all other costs incidental and related thereto, and to meet this appropriation to authorize the Treasurer, with the approval of the Selectboard, to borrow said sum under General Laws Chapter 44, Sections 7 and 8, or any other lawful enabling authority and to issue bonds or notes of the Town therefor; and further to authorize the Selectboard to execute any such documents and/or agreements necessary to effectuate the purposes of this vote; or pass any vote or votes in relation thereto.

(Department of Public Works and Selectboard Request)

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$365,000, or any other amount, for the purpose of purchasing and equipping a ten-wheel dump truck, including plow, sander, and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works and CIC Request)

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$325,000, or any other amount, for the purpose of purchasing and equipping a dump truck, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works and CIC Request)

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$135,000, or any other amount, for the following Department of Public Works vehicles, including all equipment and any and all incidental and related costs, or pass any vote or votes in relation thereto.

- A. \$70,000 for the purchase of a camera van
- B. \$65,000 for the purchase of a pickup truck

(Department of Public Works and CIC Request)

ARTICLE 19: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$90,000, or any other amount, for the following Department of Public Works projects, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

- A. \$60,000 for Oakman Street slope stabilization
- B. \$30,000 for paving alleys and non-chapter 90 eligible roadways

(Department of Public Works and CIC Request)

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$200,000, or any other amount, for the replacement of guardrails on Meadow Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works and CIC Request)

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$36,470, or any other amount, for the purpose of purchasing, equipping, and making major repairs to DPW vehicles and equipment, including all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$255,200, or any other amount, for the following Town projects and all incidental and related costs, or to pass any vote or votes in relation thereto.

- A. \$39,000 for repairs/renovation to Millers Falls library storefront
- B. \$125,000 for upgrades to Unity Park
- C. \$91,200 for design costs for Montague Center Complete Streets project

(Selectboard and CIC Request)

ARTICLE 23: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$60,000, or any other amount, for the purpose of FRTA bus stop improvements at Industrial Boulevard and Millers Falls Road, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard and CIC Request)

ARTICLE 24: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$67,900, or any other amount, for the purpose of abating and removing utilities from the Keith footbridge over canal, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 25: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the following sums, or any other amount, for the purpose of increasing the special purpose funds set forth below, or pass any vote or votes in relating thereto.

Fund	Amount (\$)
Henry Waidlich Conservation Trust Fund	\$10,000
Town Capital Stabilization Fund	\$231,890
GMRSD Stabilization Fund	\$88,718
OPEB Trust Fund	\$100,000
Total:	\$430,608

(Finance Committee Request)

ARTICLE 26: 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.

(Selectboard and Board of Assessors Request)

ARTICLE 27: To see if the town will vote pursuant to M.G.L. Chapter 59 Section 5, Clause 54, 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.

(Board of Assessors Request)

ARTICLE 28: To see if the Town will vote to amend the Town’s General Bylaws to add a new Section 14B to Article III under Treasurer/Collector, as set forth below entitled “Tax Title Payment Plans”, to authorize the Treasurer-Collector to pursue and establish payment agreements for parcels of land in tax title so as to allow delinquent taxpayers to pay off their tax liens over time, as authorized by M.G.L. c. 60 § 62A, as amended by sections 89-91 of Chapter 140 of the Acts of 2024, or pass any other vote or votes in relation thereto.

Section 14B: Tax Title Payment Plans

- A. Pursuant to the provisions of M.G.L. c. 60, § 62A, the Town Treasurer-Collector shall have the authority to enter into written payment agreements with any person entitled to redeem ownership of parcels of in tax title which have been taken by the Town as a result of nonpayment of real estate taxes. The payment agreement shall be executed on such terms and conditions for payment of the delinquent taxes, interest and any other costs, fees or charges associated with same, in accordance with M.G.L. c. 60, § 62A and this bylaw. The Treasurer-Collector shall not refuse to enter into agreements with eligible taxpayers.

- B. This bylaw shall apply to all taxpayers with parcels in the following assessment categories of tax title in the Town:
 - 1. Commercial property;
 - 2. Residential property;
 - 3. Industrial; and
 - 4. Open space.

- C. The following conditions must be met prior to the Town entering into a payment agreement:
 - 1. The Town has not filed a petition to foreclose the rights of redemption with the Land Court, and the recording date of the Instrument of Taking recorded in the Bristol County Registry of Deeds must be no more than ten (10) years from the date of the proposed agreement; and
 - 2. All real estate taxes and water/sewer user fees due for the current fiscal year assessed against the parcel must be paid to date.

- D. All payment agreements shall comply with the following minimum requirements:
 - 1. The payment agreement shall be for a term not to exceed ten (10) years provided, however, that nothing herein shall preclude the taxpayer from completing payments of the amount owed within a shorter period of time;
 - 2. The payment agreement shall include a waiver of not to exceed fifty percent (50%) of the interest that has accrued in the tax title account, but only if the taxpayer fully complies with the terms of the agreement (no taxes or collection costs may be waived); and
 - 3. The payment agreement shall state the amount of the payment due from the taxpayer at the time of execution of the agreement, which shall be at least ten

percent (10%) of the amount needed to redeem the parcel at the inception of the agreement. The taxpayer must then agree to pay the remaining balance due to the Town in equal monthly installments.

- E. During the term of the agreement, the Treasurer-Collector may not bring an action to foreclose the tax title unless payments are not made in accordance with the schedule set out in the payment agreement or timely payments are not made on other amounts due to the Town that constitute a lien on the same parcel.
- F. Nothing in this bylaw shall preempt or preclude the authority of the Treasurer-Collector to accept partial payments or to negotiate and enter into payment agreements authorized by M.G.L. c. 60, §§ 22 and § 22A, or any other statutory authority.

(Treasurer Request)

ARTICLE 29: To see if the town will vote to accept the provisions of Massachusetts General Laws, Chapter 200A, §9A, which establishes a procedure for the disposition of abandoned funds, i.e. funds not claimed within one (1) year from the date of delivery, including provisions for notice, claims, appeals and disbursements, the full text of which can be found at <https://malegislature.gov/Laws/GeneralLaws/PartII/TitleII/Chapter200a/Section9A>, or pass any other vote or votes in relation thereto.

(Treasurer Request)

ARTICLE 30: 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.

(Selectboard Request)

ARTICLE 31: To see if the Town will vote to adopt and enact the amendments to the Franklin Regional Council of Governments (FRCOG) Charter, said amendment(s) having been proposed by a two-thirds majority of the weighted vote of the full membership of the FRCOG Council and a majority vote of the FRCOG Executive Committee, with said amendment(s) taking full effect immediately upon adoption by two-thirds of the member towns unless a later effective date is otherwise specified; a copy of the proposed amendments is attached in Schedule ---, FRCOG Charter Amendment, or take any action relative thereto.

(Franklin Regional Council of Governments Request)

And you are directed to serve this warrant by posting attested copies thereof in some conspicuous place in each of the Post Offices, Libraries, Website, and Town Hall of the Town, at least fourteen days before said meeting.

Hereof fail not and make due return of this document with your doings thereon to the Town Clerk fourteen days before said meeting.

Given under our hands this ____ day of April in the Year of Our Lord Two Thousand and Twenty-Five.

Matthew Lord

Christopher M. Boutwell, Sr.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Franklin, ss Montague, MA April ____, 2025

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days before said meeting as within directed.

Constable of Montague

Montague Grant Strategy FY26

Relating to development, planning, and facilities

		Project Cost	grant max	Due Date	Notes
EECBG	Building Decarbonization Roadmaps	27,000	50,000	8/16/2024	Grant received for 27k, contract w/PowerOptions
Complete Streets	Montague Center / Town Common Improvements	499,682	500,000	10/1/2024	Grant received for 499k
Shared Streets and Spaces	102-108 Avenue A ADA ramp	225,000	250,000	1/13/2025	Submitted 1/13 by CNZ

Upcoming

Green Communities	Unity Park Fieldhouse building envelope		depends	4/4/2025	
DER Culvert Replacement Grant	Meadow Rd - Cranberry Pond Brook crossing		400,000	4/4/2025	
MVP Action Grant	Stormwater Outlet Assessment and Prioritization Plan		TBD	early June 2025	
One Stop - Community Planning Grant	Update Housing Production Plan		100,000		
One Stop- Rural Development Fund	Ave A Traffic Signal Replacement		500,000	early June 2025	
DEP	First Street Cleanup for Housing Project				
TBD	Town Hall Needs Assessment				
MassHousing Partnership	Farren Property Pre-Development work				
Municipal ADA	Accessible Bottle Fill stations at Town Hall?		250,000	mid June 2025	
Municipal ADA	update Municipal ADA Transition Plan		250,000	mid June 2025	Town can only submit 1 application

Still in Development

Community Compact	Paper Streets Research Project
Mass Broadband Implementation	TBD
Clean Water Trust Asset Manangment Grant	TBD



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

MAURA T. HEALEY
 GOVERNOR

KIMBERLEY DRISCOLL
 LIEUTENANT GOVERNOR

MATTHEW J. GORZKOWICZ
 SECRETARY

April 1, 2025

Dear Richard Kuklewicz,

It is with great pleasure that we inform you that the Town of Montague has been awarded a \$30,000 grant through the Community Compact Cabinet's (CCC) Information Technology grant program. Once again, this year, grant requests exceeded the program's available budget, reiterating the value of this program. Your application was chosen because it met the overarching goal of driving innovation and transformation at the local level via investments in technology.

We want to thank you for your continued efforts to make your community a better place by adopting best practices and striving for innovation. Your participation in the Community Compact program not only provided you with technical assistance, it also places you in a more competitive position for other state grants, including this IT program. The health of the Commonwealth's 351 cities and towns underpins the overall success of Massachusetts and its residents. Without the tireless efforts of folks like you, our communities wouldn't be the vibrant, thriving places they are today.

Attached are the grant documents that need to be completed to get the funds to your community. These should be sent to Jennifer McAllister (communitycompact@dor.state.ma.us) at the Division of Local Services (DLS) as soon as possible, but no later than April 18, 2025.

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.

Congratulations and thank you, again, for your tireless work to serve your community.

Sincerely,

Kimberley Driscoll

Kim Driscoll
 Lieutenant Governor

Matthew J. Gorzkowicz

Matthew J. Gorzkowicz, Secretary
 Executive Office for Administration and Finance

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: (and d/b/a): Town of Montague		COMMONWEALTH DEPARTMENT NAME: Executive Office of Administration & Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4): 1 Avenue A, Turners Falls MA 01376		Business Mailing Address:	
Contract Manager: Angelica Desroches	Phone: (413) 863-3200	Billing Address (if different):	
E-Mail: angelicad@montague-ma.gov	Fax:	Contract Manager: Jennifer McAllister	Phone: 617-626-3838
Contractor Vendor Code: VC6000191893		E-Mail: mcallister@dor.state.ma.us	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$30,000			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the FY25 Community Compact IT Grant Program to the town of Montague for the costs associated with: implementation of a financial management system.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>October 31, 2026</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>4-7-2025</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Richard Kuklewicz</u> Print Title: <u>Selectboard Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Sr. Deputy Commissioner for Local Services</u>	



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which **MUST** be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See "Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material change" in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See [Contract and ISA Execution after the COVID-19 State of Emergency](#).

Contractor Name/Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to [M.G.L. c. 29 §§ 26, 27 and 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the [Commonwealth IT Terms and Conditions](#), or the [Commonwealth Terms and Conditions for Human and Social Services](#). In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A Corporate and Business Filings and Reports](#). The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 71, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G. L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ 92A, 98 and 98A, and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Executive Orders 523, 565, and 592. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). Executive Order 592 (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the town of Montague [“Grantee”] acting through its Chairman of the Selectboard.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$30,000 authorized under FY25 Community Compact IT Grant Program [“Program”] to the town of Montague for the costs associated with: implementation of a financial management system [“Project”].

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

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

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the town of Montague for the costs associated with: implementation of a financial management system.

The funds will allow the Town to move from a server-based DOS financial software system a cloud-based financial software system.

*****All project SCOPES must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the FY25 Community Compact IT Grant Program; and any other information EOAF may require.

The full amount of the grant award, or **\$30,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than **October 31, 2026.**

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

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

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

2.5 The grant funds must be spent by no later than October 31, 2026. Grantee will forfeit any remaining award unused after no later than October 31, 2026. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

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

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

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

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

SECTION 6. AMENDMENTS

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

SECTION 7. SEVERABILITY OF PROVISIONS

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

#####

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



**CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893**

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Richard J. Kuklewicz	Selectboard Chair
Walter Ramsey	Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: April 7, 2025

Title: Selectboard Chair Telephone: 413-863-3200 ext. 108
Fax: 413-863-3231 Email: selectscity@montague-ma.gov

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



**CONTRACTOR LEGAL NAME : TOWN OF MONTAGUE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893**

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Richard J. Kuklewicz

Title: Chair, Selectboard

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Print Name: Richard J. Kuklewicz (signature)

Title: Chair, Selectboard

Date: April 7, 2025

(Check One): Organization Individual

Full Legal Organization or Individual Name: Town of Montague

Doing Business As: Name (If Different):

Tax Identification Number:

Address: 1 Avenue A, Turners Falls, MA 01376

Telephone: 413-863-3200 FAX: 413-863-3231

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.