

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, April 28, 2025

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/82623160961>

Meeting ID: 826 2316 0961 Passcode: 900467 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 April 14 and 22, 2025 if available
3. 6:30 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Airport Commission**
 - Airport Commission Quarterly Meeting
5. 6:40 **Chris Williams, Chief of Police**
 - Execute contract between the Town of Montague and The Franklin County Sheriff's Office for Regional Animal Control Services
6. 6:45 **John Morin, Bikes Fight Cancer**
 - Request for Use of Public Property on June 14, 2025, from 8:30am to 1:00pm for Bikes Fight Cancer Charity Ride.
7. 6:50 **Personnel Board**
 - Execute Employment Agreement with Eileen Seymour for the Treasurer/Tax Collector position effective May 20, 2023 through May 30, 2026. Grade G, Step 10, \$82,394.00
 - Accept Letter of Resignation from Annie Levine as Great Falls Farmers Market Manager effective April 28, 2025
 - Appoint Jenny Vanderbilt to Great Falls Farmers Market Manager effective April 29, 2025, at a stipend wage of \$4,000.00 for a nine-month season, February to October. Not paid for November to January
 - Appoint Harry Kuenzel to Alternate Electrical Inspector effective April 29, 2025, for a 1 year term. Expires 6/30/25
 - Appoint Ethan Thrower, CO-OP student from Franklin County Technical School, as temporary employee of the DPW Department, \$16.50/hour, effective 5/5/2025, 9 hours per day, 4 days a week until 6/27/2025
8. 7:00 **Maureen Pollock, Planning Director**
 - Announce receipt of Massachusetts Executive Office of Energy & Environmental Affairs Planning Grant of \$34,000 – For technical assistance in preparing Town's five-year Open Space and Recreation Plan (OSRP).
 - Announce MVP 2.0 Seed Project - Window Insert Community Build project

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9. 7:15 **Assistant Town Administrator's Business**
- Review and authorize contract amendment with Tighe & Bond for Alternative Design #2 – Proposal for Demolition at the Strathmore Mill Complex. Amendment value is \$17,250.00 to be funded by FY24 state earmark from Department of Conservation & Recreation (DCR)
 - Review and authorize contract amendment with Wright-Pierce for additional construction administration services on Turners Falls Sewer Manhole Rehabilitation project. Amendment value is \$30,000 to be funded by a Rural Development Fund grant from MA Executive Office of Economic Development (EOED)
 - Review and authorize Change Order #1 with Mountain View Landscapes and Lawncare, Inc for ledge encountered during construction at 38 Avenue A. Value is \$1,380.35, to be funded by contingency under ARPA allocation
 - Canal District Bridges Status Update
 - Other Updates
10. 7:15 **Town Administrator's Business**
- Correspondence and report from Six Town Regionalization Planning Board
 - Topics not anticipated in the 48-hour posting requirements
11. 7:20 Executive Session in accordance with G.L. c.30A, §21(a)(6) To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body .15 Power Street, Turners Falls, MA.

Next Meeting:

- Selectboard, Monday, May 5, 2025, at 6:30PM, 1 Avenue A, Turners Falls and via ZOOM.

LORI M. STREETER
SHERIFF



JASON B. KILGOUR
SUPERINTENDENT/SPECIAL SHERIFF

Agreement by and between
The
Franklin County Sheriff's Office
and the
Town of Montague

Regional Animal Control Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "FCSO") and the Town of Montague (hereafter the "Town"), covers the provision of animal control services as detailed in the following agreement for the period of **FY 25** for the Town. Collectively, the FCSO and the Municipality are referred to as the "**Parties**".

Section 1 Regional Animal Control Services – Responsibilities of the FCSO

The FCSO shall provide the following general administrative and support services:

- A. Pursuant to Chapter 140 Section 151, et seq., employ, supervise and ensure adequate training of a Regional Animal Control Officer and any future necessary personnel to perform the services required by this Agreement. Said employee(s) shall be trained in compliance with Chapter 140 section 151C as well as certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts.

See attached job description for a list of the duties of the position, which include:

- I. Handle neighborhood disputes involving animal complaints;
- II. Investigate all reported bites, work with Animal Inspector to order quarantine of biting domestic animals pursuant to State guidelines; and perform such duties as are necessary on a live biting animal or carcass, to prepare and deliver it for rabies testing;
- III. Investigate any animal cruelty, abandonment, or protective custody cases in the Municipality in conjunction with law enforcement such as MSPCA

and/or local police; criminal cases are required by law to be enforced by the police.

- IV. Provide all documentation including, but not limited to, Court Orders and Police Reports for each court ordered, cruelty or incarcerated owner case.
 - V. Coordinate with law enforcement on the investigation of all reported bites;
 - VI. Appear in court in connection with any criminal enforcement or civil hearing;
 - VII. Investigate dog license non-renewals;
 - VIII. Establish a regular working schedule and backup system with member Towns;
 - IX. All stray dogs will be transported to FCSO Dog Shelter.
- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such services and in provision of all other services set forth herein.
 - C. Maintain office space, a van, a laptop, and a cell phone for the Regional ACO. The FCSO shall maintain all field equipment in good repair and maintain all current licenses and registrations required by State law.
 - D. Convene a Regional Animal Control Advisory Committee (hereafter the "Advisory Committee) at a minimum of once per year. The Selectboard of each participating Town will designate one representative and one alternate from the Town to the Advisory Committee (see below).
 - E. Continue to provide the licensed kennel and adoption services.
 - F. Collect and report calls and fees from each Town.
 - G. Collect an annual assessment from each Town according to the agreed upon cost-sharing formula.
 - H. Provide the Town with annual reports concerning the FCSO's performance under this Agreement.
 - I. As provided by MGL Chapter 40, 4A, all agreements put into effect under this

section shall provide sufficient financial safeguards for all participants, including, but not limited to: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received the performance of regular audits of such records provisions for officers responsible for the agreement to give appropriate performance bonds periodic financial statements be issued to all participants.

- J. Review any requests by new Towns interested in joining the program.
- K. Other duties not provided by Town, as necessary.

Section 2 Regional Animal Control Services – Responsibilities of Each Town

The Town shall provide animal -related services not provided by the FCSO that include, but are not limited to, the following:

- A. Appoint a representative and alternate to the Regional Animal Control Advisory Committee from either the Select Board or Town Administrator/Coordinator. If the representative is not a member of either, they should regularly update the Select Board and Town Coordinator.
- B. Appoint a representative who is able to be contacted 24/7 in the event of an emergency that requires Town authorization for action (hoarding case, animal abuse investigation).
- C. Provide and administer municipal dog licenses and collect related fees and fines.
- D. Provide the FCSO with up to date information on dog licenses in Town (including name, phone number, address, dog breed, and any other information available) exported in Excel by the 3rd week of April each year.
- E. Provide the Regional ACO with email and phone contact information for the Town Coordinator, Police, Emergency Management Director, Animal Inspector and Fence Viewer each year after elections/appointments.
- F. Work with the state to appoint an Animal Inspector. Municipal Animal Inspectors will order quarantine of biting domestic animals pursuant to State guidelines.
- G. Handle dead domestic animals.

- H. Provide police staffing for any criminal investigations and/or charges. The ACO will be updated on any and all legal activity by the Law Enforcement entity involved.

Section 3 Regional Animal Control Advisory Committee

- A. Each municipality's Selectboard will designate one representative and one alternate to the Advisory Committee.
- B. The Committee shall elect a Chair at its first meeting, who shall set the agenda for the Committee with the FCSO Shelter Director and Animal Control Officer.
- C. The FCSO shall convene the Advisory Committee at least once per year.
- D. The Committee shall comply with the MA Open Meeting Law and its agenda shall be posted on the FCSO website.
- E. The Committee will be tasked to address current issues in the program and make recommendations to the ACO and the Shelter Director.
- F. The Committee will be tasked to approve budget set by the FCSO.
- G. The Committee will be tasked to approve and annually review assessment formula set by the FCSO.
- H. For the purposes of meetings, a quorum of the Committee shall be 4.
Decisions shall be made by a majority of the members present at the time of the meeting, unless otherwise required by law.
- I. The Committee will vote on any requests from Towns to join the program, if and when the requests are approved by FCSO.

Section 4 Consideration

- A. In consideration for the FCSO performance of the duties listed herein, the FCSO will retain all fees paid directly to the Regional Shelter.
- B. An annual assessment will be billed to member Towns based on the following cost-sharing formula: Member Towns shall cover 75% of the salary of the ACO, including a 15% administrative charge. Costs shall be shared as follows: 25% by Equalized Value using the most recent numbers published by the state, 75% by human population in the most recent federal Census.

Section 5 Agreement

- A. This agreement may be amended in whole or in part by mutual agreement by the FCSO and the Town.

- B. It is the intention of the parties that the relationship of the FCSO to the Town in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute the FCSO as a partner, joint venture, agent or employee of the Town. The FCSO, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of the FCSO employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. The FCSO and the Town shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.
- C. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Sheriff and by the Selectboard, as appropriate.
- D. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of the Parties. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by the Parties as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- E. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision so long as the agreement continues to reflect the intent of the parties at signing.
- F. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws and principles and any cause of action brought pursuant to this agreement shall be brought in the courts of Franklin County, Massachusetts.

Section 6 Term

This Agreement shall be in effect for a period of three (3) years subject to the termination rights of each party as provided herein. At the end of three years, any successor Agreement must receive the necessary statutory authorizations.

Section 7 Termination and Default

- G. Any party may terminate its participation in this Agreement at the end of any fiscal year, as provided in M.G.L. c. 40, section 4A, so long as at least one year before its termination, it gives written notice to all remaining parties.
- H. If, at any time during the term of the Agreement, the FCSO, in the reasonable discretion of the Town: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, the Town shall have the right to terminate the Agreement upon written notice to the FCSO.

Section 8 Indemnification

In agreeing to this indemnification paragraph, the FCSO does not waive statutory and other liability cap protections provided by MGL Chapter 258. To the extent permitted by law, the FCSO agrees to indemnify and hold harmless the others against any and all liabilities, claims, actions, suits, demands, damages, judgments, losses, costs or expenses, including attorney's fees, arising out of Animal Control Services provided under this Agreement and MGL Chapter 258.

Section 9 Dispute Settlement

In the event any disputes or questions arise between the parties as to the interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the responsibilities provided for in the Agreement, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, including members of the Advisory Committee, to attempt in good faith to negotiate a resolution of the dispute. If a resolution to the dispute cannot be reached, both parties shall work with mediation to resolve the conflict. If, following mediation, either party is not satisfied with the outcome, that party may choose to go to court.

Section 10 Notices

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email to the address specified below or via United States mail, postage paid, to:

FCSO Contact Info

Franklin County Sheriff's Office
Attn: Contract Manager
10 Sandy Lane
Turners Falls, Ma 01376

Email:
contracts@fcrdogkennel.org

Town Contact Info

Town of Montague


Attn: Christopher Williams

Address: 180 Turnpike Road
Turners Falls, MA 01376

EMAIL: cwilliams@montague.net

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

Franklin County Sheriff's Office


John M. Streeter, Sheriff

Date: 4-19-2025

Witness:

Date: _____

Town of Montague

Printed Name Richard Kuklewicz, Chair

Date: April 28, 2025

Witness:

Date: _____



Board of Selectmen Town of Montague

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

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: John Morin
Address of applicant: 255 Park St. Easthampton, MA 01027
Phone # of applicant: 413 563 7673
Name of organization: Bikes Fight Cancer
Name of legally responsible person: John Morin
Location of assembly: N/A
Date of assembly: June 14, 2025
Time of assembly: Begin: 8:30am End: 1:00pm
Number of expected participants: 550

If a procession/parade:

Route: <https://ridewithgps.com/routes/39058951>

Number of people expected to participate: 550

Number of vehicles expected to participate: 5

Subject of demonstration: Bikes Fight Cancer Charity Ride. We use our love of bikes to raise valuable funds for cancer research, care, and services to lessen the burden of a cancer diagnosis on patients, families, and caregivers.

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

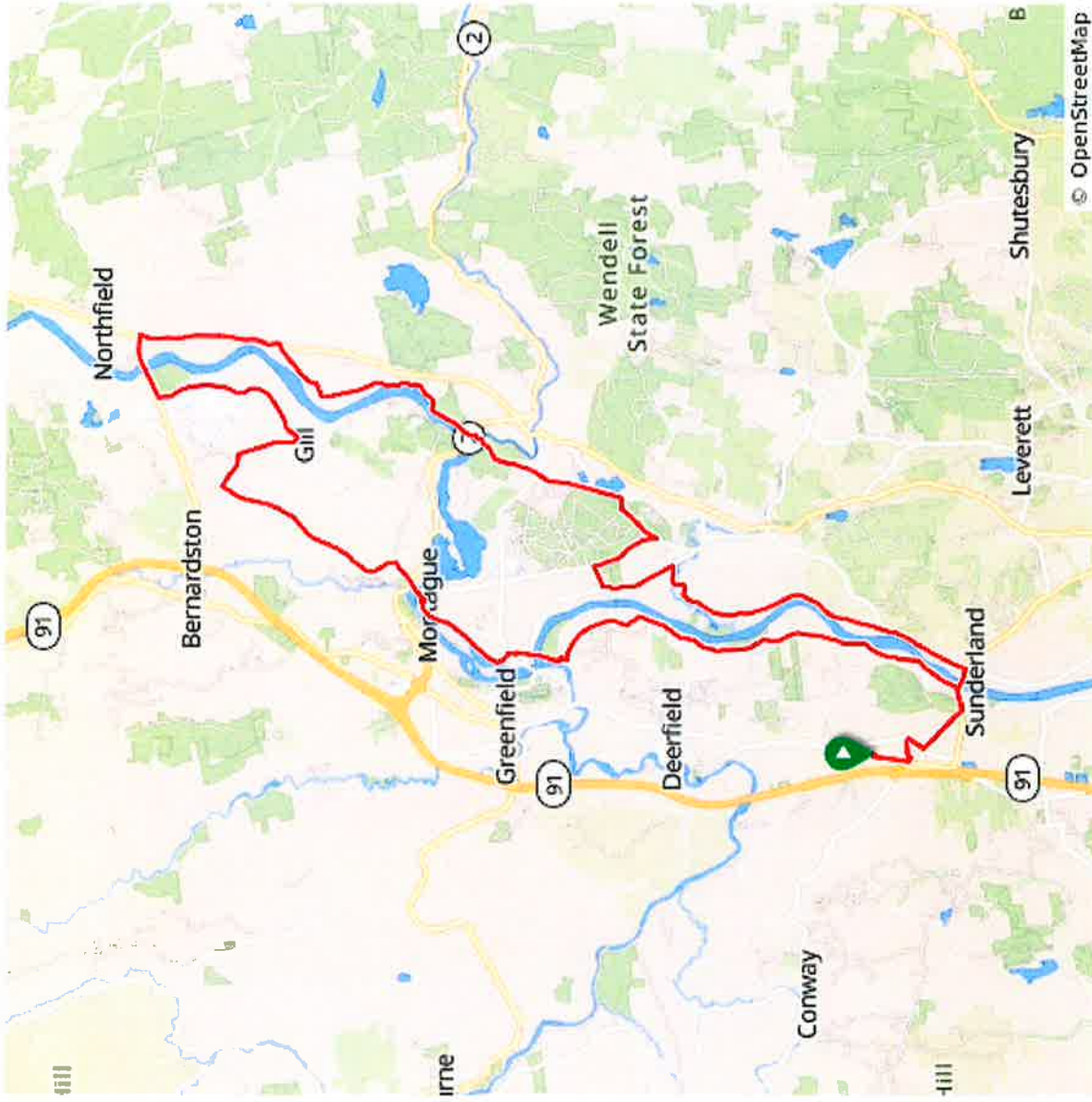
Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



Type	Notes	Distance (miles) From Start
Start	Start of route	0
Right	Turn right to stay on Community Pl	0.05
Left	Turn left onto US-5 S/â€S Deerfield Bypass/â€Greenfield Rd	0.09
Left	Turn left onto Conway St	0.72
Left	Turn left onto North St	0.8
Right	Turn right onto Pleasant St	0.87
Right	Turn right onto N Main St	1.21
Left	Turn left onto Sugarloaf St	1.55
Left	Turn left onto Sunderland Rd	2.54
Right	Turn right onto River Rd N	2.82
Right	Turn right onto Sunderland Rd	2.84
Left	Slight left onto River Rd	2.92
Right	Turn right onto McClelland Farm Rd	11.07
Left	Turn left onto Franklin County Greenway	11.19
Right	Turn right	11.3
Straight	Continue onto Canalside Rail Trail Bridge	11.63
Right	Turn right onto Rod Shop Rd	12.11
Left	Turn left onto Solar Ave	12.26
Straight	Continue onto Depot St	12.31
Left	Turn left at Power St	14.01
Right	Turn right onto Avenue A	14.53
Left	Turn left onto W Gill Rd	15.41
Straight	Continue onto Turners Falls Rd	18.78
Right	Turn right onto N Cross Rd	19.1
Right	Turn right onto Boyle Rd	19.77
Left	Turn left onto Main Rd	20.92
Right	Turn right onto MA-10 N	24
Right	Turn right onto MA-63 S/â€Millers Falls Rd	25.22
Right	Turn right onto Pine Meadow Rd	27.82
Straight	Continue onto Dorsey Rd	32.4
Right	Turn right onto E Mineral Rd	32.48
Left	Slight left onto Lake Pleasant Rd	34.18
Right	Turn right onto Northfield Rd/â€Old Northfield Rd/â€Riding Club Rd	35.54
Right	Sharp right onto Turners Falls Rd	36.6
Left	Turn left onto Hatchery Rd	37.89
Left	Turn left onto Greenfield Rd	38.3
Right	Turn right onto Ferry Rd	39.68
Left	Turn left onto S Ferry Rd	40
Right	Slight right onto Meadow Rd	40.2
Straight	Continue onto Falls Rd	42.95
Left	Turn left to stay on Falls Rd	44.61
Right	Turn right onto MA-47 S	44.62
Right	Turn right onto MA-116 N	46.08

Right	Turn right onto Sugarloaf St	46.89
Right	Slight right onto Park St	47.83
Right	Slight right onto N Main St	47.89
Left	Turn left onto Pleasant St	48.18
Left	Turn left onto North St	48.53
Right	Turn right onto Conway St	48.59
Right	Turn right onto US-5 N/â€Greenfield Rd	48.67
Right	Turn right onto Community Pl	49.3
Left	Turn left to stay on Community Pl	49.34
End	End of route	49.39



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138	CONTACT NAME: PHONE (A/C, No, Ext): (641) 842-2135 FAX (A/C, No): (641) 828-2013 E-MAIL ADDRESS: sports@mckayinsagency.com
INSURED Silent Sports Association - NBTS SE Bikes Fight Cancer 255 Park St Easthampton MA 01027	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Gerber Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2512866655**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Athletic <input type="checkbox"/> Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	N	N	3607AH010099-7	06/14/2025	06/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			15-070944-24	06/14/2025	06/15/2025	Excess \$250 Deductible \$250 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bikes Fight Cancer Bicycle Ride: June 14, 2025. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER**CANCELLATION**Town of Montague
1 Avenue A

Turner Falls

MA 01376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**AGREEMENT BETWEEN
TOWN OF MONTAGUE
and
EILEEN SEYMOUR**

This Agreement, entered into this 29th day of April 2025, by and between the TOWN OF MONTAGUE, Massachusetts, a municipal corporation, having a usual place of business at Town Hall, One Avenue A, Turners Falls, Massachusetts, party of the first, hereinafter referred to as Town, acting through its Selectboard, hereinafter referred to as Board, and EILEEN SEYMOUR, party of the second part, hereinafter referred to as Employee, WITNESSETH:

WHEREAS, effective May 20, 2025 the position of Treasurer/ Tax Collector will transition from an elected office to an appointed position pursuant to approval by the 2023 Annual Town Election.

WHEREAS, the Town desires to engage the services of Employee to hold the position of Treasurer/Tax Collector of the Town of Montague.

WHEREAS, Employee has held the position since October 31, 2016, serving as an appointed official during the period of 10/31/16 to 5/20/2019 and employee has since subsequently and consecutively served as duly elected as Treasurer/Tax Collector since 2019 through the term ending May 20, 2025.

Commented [WR1]: During this time she accrued vaca, sick, and personal time that she wants to buy back or otherwise account for now that she is again an appointed employee.

Note, her Date of Hire/anniversary date is 10/31, not the start of the contract.

WHEREAS, Employee is willing to continue to undertake and perform the duties of said position of Treasurer/Tax Collector.

NOW THEREFORE, in consideration of the mutual agreement hereinafter set forth, the parties hereto agree as follows;

1. Duties

- A. The Town agrees to employ Employee as Town Treasurer/Tax Collector to perform the functions and duties specified in the Job Description attached hereto and marked Exhibit "A" and to perform other legally permissible and proper duties and functions as the Selectboard or Town Administrator may from time-to-time assign.

2. Term

- A. The terms of this agreement shall commence May 20, 2025 and remain in effect through May 20 2028

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time subject only to the provisions set forth in Section 6 of this Agreement.

3. Salary

- A. The Town agrees to pay Employee for her services a base salary of \$82,394.00 for the remainder of FY2025 in accordance with Grade G, Step 10 of the Town's Compensation Schedule. The Employee shall be entitled to annual step increases at the beginning of each subsequent fiscal year in accordance with the Compensation Schedule. The Employee shall also receive any scheduled cost-of-living adjustments, or other additional compensation, which may be granted by the Town or other non-union personnel, subject to Town Meeting appropriation or consent, where applicable, during the term of this agreement.
- B. If the Grade level or scale associated with this position is amended during the term of this agreement and a new wage and classification plan through Town Meeting vote, the basis for the Employee's base compensation rate will be amended to reflect the new scale. Following any such change, the contract will be re-opened to consider the Employee's placement (step level) on the existing or new scale.
- C. Employee shall be considered an exempt employee for purposes of the federal Fair Labor Standards Act ("FLSA")
- D. The Town agrees to pay the Employee for accumulated "flex time" from prior appointment (October 31, 2016 through May 20, 2019) by the Board before becoming elected. This is a one-time payout of 48 hours of "flex time" at the pay rate at that time which was \$35.02 for a total of \$1,680.96. Buyback will occur on or after July 1, 2025.
- E. The Town agrees to pay the Employee for 12.5 hours of personal time left at the end of the appointment (May 20, 2019) and prior to the Employee being elected. This would also be paid out at the Employee's rate of pay at that time of \$35.02 for a total of \$437.75. Buyback will occur on or after July 1, 2025.

Commented [WR2]: Keeping old scale for now.

Commented [WR3]: Accounted for in FY26 department budget

Commented [WR4]: Accounted for in FY26 Budget

4. Vacation, Sick Leave and Personal Leave

- A. In addition to any sick time accrued as of May 20, 2025, Employee shall carry forward the accumulated sick time from the time period (October 31, 2016 – May 20, 2019) in the amount of 252.75 hours.

B. In addition to any vacation time accrued as of May 20, 2025, the Employee may carry forward thirty-five (35) hours of unused vacation time employee accrued from the time period of October 31, 2016 – May 20, 2019. That time must be used by 10/31/2025.

C. Employee shall be entitled to accrual of four (4) weeks of vacation to be disbursed annually on the date of hire starting 10/31/2025. Such vacation shall be taken at such time, or times, approved by the Town Administrator. Up to one (1) weeks of vacation may accumulate from year to year if not all taken in one 12-month period of employment, due to work schedule. Unused vacation may be exchanged for cash compensation upon the conclusion of Employee's employment

Commented [WR5]: Eileen is otherwise entitled to 4 weeks vacation (10 years service) starting 10/31/2026. Town is asked to provide (1) extra week in year one.

D. Employee shall be entitled to health and life insurance, and sick leave benefits as provided to other non-affiliated employees of the Town, including a sick leave buyback of up to twenty five percent (25%) of an employee's unused sick leave upon an approved retirement under the town's retirement plan. The amount of the buyback shall not exceed Forty Five Hundred Dollars (\$4,500.00).

Commented [WR6]: Updated to reflect new Union agreements

E. Employee shall be entitled to holiday and personal leave benefits as provided to other non-affiliated management employees of the Town.

5. Other Benefits

A. Employee shall also be entitled to any bereavement, insurance, deferred compensation, or any other benefits generally available to full-time Town personnel under the same terms unless specifically limited under the terms of this agreement.

6. Discipline and Termination

Commented [WR7]: Removed standard language about 1 year probationary period where Board may remove without cause since she is a longstanding employee

- A. The Selectboard may discipline or discharge Employee for cause during the term of this Agreement.
- B. In the event Employee voluntarily resigns the position with the Town before expiration of the aforesaid term of their employment, then Employee shall give the Board thirty (30) days written notice in advance, unless the parties otherwise agree. In the event of a voluntary resignation of Employee, such benefits as are enumerated in Section 4, shall not apply.
- C. Termination for cause or resignation shall render this Agreement void for the remainder of its term.

7. Performance and Evaluation

A. The Town Administrator shall normally review and evaluate Employee's performance annually and shall maintain consistency with the performance evaluation schedule implemented for all other employees. All performance reviews shall be in accordance with specific criteria developed jointly by the Town Administrator and Employee. The Town

Administrator shall provide the Employee and Selectboard with a summary written statement of the finding. The Town Administrator shall provide an adequate opportunity for Employee to discuss their evaluation with the Town Administrator before the review is made part of Employee's personnel records.

8. Hours of Work

- A. Employee's work week shall ordinarily consist of thirty five (35) hours, beginning on Mondays and ending on Thursdays. The Treasurer/Collector shall be expected to be present for work during the Town's regular business hours and further agree to devote that amount of time and energy which is necessary to faithfully perform the duties of the office. Minor modifications to the employee's typical work hours are allowed subject to approval by the Town Administrator.
- B. Attendance at Annual and Special Town Meetings is required.
- C. It is recognized that the Treasurer/Tax Collector must devote some time outside the normal office hours to business of the Town, and to that end, the Treasurer/Tax Collector shall be allowed to take flex time off within the policy guidelines to be established by the Board, and when workload permits. Employee may use compensatory time to make reasonable adjustments to her work schedule at her discretion during said normal office hours at such time which will not adversely affect Town operations. The current guidelines provide for accumulation of flex time up to a maximum of 75 hours. Unused hours are not eligible for buy-back at the end of employment.

9. Automobile

- A. If it should be necessary at any time for Employee to use their personal automobile for travel in connection with the performance of official duties, Employee shall be reimbursed at the IRS approved rate provided by the Town to its other employees.

10. Dues and Subscriptions

- A. The Town agrees to budget and pay for professional dues and subscriptions of the Employee necessary for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional participation, growth and development, and for the good of the Town. These costs are to be included as part of the Treasurer/Tax Collector Department budget and shall be no less than three hundred dollars per year.

11. Professional Development

- A. The Selectboard recognizes its obligations to encourage the professional development of the Employee and agrees that the Employee shall be given adequate opportunity to develop their skills and abilities as a professional in Town government.
- B. Employee is strongly encouraged to obtain credentials as a Certified Municipal Treasurer and/or Collector from Massachusetts Collectors and Treasurers Association. In accordance with the 5/4/2013 vote of Town Meeting to accept Sections 108P of Chapter 41 of MGL, the Town will provide an annual stipend for obtaining one of the above-named certifications.

Commented [WR8]: Eileen is currently pursuing credentials. Not currently budgeted. \$1,000 stipend.

12. Other Employment

- C. The Employee is permitted to work under the part-time employ of another municipality, district, or organization provided that the work does not overlap with the Town's regular business hours or otherwise interfere with the duties of the office.

Commented [WR9]: Eileen works for FCTS and the TFFD. She is good about not letting those duties interfere with Town Business.

13. Other Terms and Conditions of Employment

- A. The Board, in consultation with Employee, shall fix any terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town By-laws or any other law.

14. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. If any provision or portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- B. This Agreement may be amended at any time by mutual consent of the parties except as otherwise provided herein. No changes to express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.
- C. If the employee is at any time absent without leave from their duties for a period of seventy-two (72) hours or more, Employee may be deemed to have voluntarily resigned. Said determination to be made at the option of the Board.
- D. This Agreement shall be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its corporate name by the Selectboard and EILEEN SEYMOUR has set their hand and seal, as of the day and year first written above.

SELECTBOARD

TREASURER/TAX COLLECTOR

Richard J. Kuklewicz, Chair

Eileen Seymour

Matthew Lord, Vice Chair

Christopher M. Boutwell, Sr., Clerk

Exhibit A- Employment Description

TREASURER/TAX COLLECTOR

DEFINITION

Position performs complex administrative, supervisory, and professional work in managing the municipality's finances, including investments, borrowing, accounts receivable, accounts payable, payroll, and collection processes; and in directing and coordinating the activities of the Treasurer/Collector's Department.

ESSENTIAL FUNCTIONS

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

- Collects all tax revenues, including preparing bills, collection, balancing, and reporting of revenue.
- Oversees all town cash, including daily deposits, monthly balancing, statement reconciliation, and monthly reconciliation with the town accountant. Verifies sufficient funds are available for weekly accounts payable and payroll. Oversees all stabilization, trust, and investment accounts and ensures compliance with state guidelines for investments.
- Performs all borrowing for the town, including short-term borrowing and long-term bonding of debt as needed.
- Performs customer service functions including fielding phone, email, and in-person inquiries.
- Identifies delinquent accounts, researches payment options, sends demands. Sends sewer lien to real estate notices.
- Performs all activities for tax title accounts, including coordinating with legal counsel and town administration, sending letters, preparing advertising, posting notices, filing with Registry of Deeds, and completing detailed records for documentation. Performs additional tasks when tax titles are redeemed and/or foreclosed, including state recording and documentation.
- Performs treasury and collection duties for 3 districts, including the Turners Falls Fire District, the Montague Center Fire District, and the Montague Light District.
- Compiles critical information for end-of-year reporting and free cash certification, including reconciling receivables, reporting of issued and unissued debt, cash balances, and trust fund balances. Performs quarterly reporting for federal tax, state tax, and state unemployment reports.
- Prepares weekly warrants upon receipt from the town accountant for the town and two enterprise funds, including signing and mailing all checks in a timely manner. Prepares direct deposit receipts for all town employees by department. Distributes payroll receipts/checks to employees and department heads. Manually inputs payments for deferred compensation, Roth employee contributions, and OBRA contributions.
- Processes monthly health, dental and life insurance bills for the town accountant and maintains insurance files on spreadsheet.
- Coordinate with other departments in the collection of various fees and fines, and in the issuing of refunds.
- Serves as the Town representative to the Franklin County Group Insurance Trust.
- Manages department staff and vendors, and all other aspects of office operations.
- Develops and manages departmental budget and health insurance budget.
- Attends department head, required town meetings and subject specific board or committee meetings in-person or through remote meetings.
- Performs other related job duties as required.

SUPERVISION RECEIVED

Under administrative direction of the Town Administrator's Office and the employee works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The employee exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to resolve all conflicts that arise and coordinate with others as necessary.

SUPERVISION EXERCISED

The manager is accountable for the direction and success of programs accomplished through others. The manager is responsible for analyzing program objectives, determining the various departmental work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective, and recommending new goals. The manager typically formulates or recommends program goals and develops plans for achieving short and long-range objectives and determines organizational structure, operating guidelines, and work operations.

JUDGMENT AND COMPLEXITY

Guidelines only provide limited guidance for performing the work, which may be in the form of administrative or organizational policies, general principles, regulations, legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new, or adapt existing, methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the authority in interpreting the guidelines and in determining how they should be applied.

NATURE AND PURPOSE OF CONTACTS

Relationships are constant with co-workers, the public, and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view, or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance, or compliance. The employee may represent to the public a functional area of the organization on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

CONFIDENTIALITY

Employee has regular access at the departmental level to a wide variety of confidential information, including personnel records, medical records, lawsuits, and client records.

EDUCATION AND EXPERIENCE

Bachelor's degree in finance, business, accounting, or a related field, and 3 to 5 years of related experience; or any equivalent combination of education, training, certification, and experience.

Certification by Massachusetts Collector/Treasurer Association is preferred but not required.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Knowledge of federal, state, and municipal laws, regulations, and procedures relating to the function of a municipal treasurer/collector; knowledge of accounting, collection work, payroll, borrowing and investing functions; knowledge of banking systems; knowledge of office procedures and equipment; knowledge of cash management.

Abilities: Ability to multi-task and manage conflict. Ability to communicate effectively both orally and in writing. Ability to maintain good public relations and to maintain effective collaborative working relationships with Town departments, department heads, fellow employees, officials, and the general public, and to respond in a courteous and professional manner. Ability to meet deadlines. Ability to work independently. Ability to learn and to train staff members; ability to be bonded as both treasurer and collector; judgment and tact in resolving complex and

ES Treasurer/Collector Employment Agreement DRAFT April 2025

sometimes sensitive customer situations. Ability to continuously adapt to and use new office technology and programs common to the industry.

Skills: Effective communication, problem-solving, and customer-service skills. Proficient computer, mathematical, recordkeeping, and clerical skills. Finance, accounting, and business administration skills.

WORK ENVIRONMENT

The majority of work is performed in an office setting.

PHYSICAL, MOTOR, AND VISUAL SKILLS

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

Physical Skills

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

Motor Skills

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

Visual Skills

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

4/17/2025

Dear Selectboard,

After six seasons at the Great Falls Farmers Market, I will be resigning from the position of Market Manager. I am recommending the appointment of Jenny Vanderbilt, who was a vendor at last season's market and has shown a willingness and competence that I think will benefit the market greatly.

I do not wish to step away from the market fully, and hope to be appointed as the Assistant Market Manager as soon as the position is approved.

Thank you all for all the support you've given me and the market over the past few years, and I look forward to watching the market continue to grow.

Take care,
Annie Levine

A handwritten signature in cursive script that reads "Annie Levine".

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment**: _____ Selectboard Meeting Date 4/28/2025

Authorized Signature: _____

Board Authorizing **Wages**: _____ Selectboard Meeting Date 4/28/2025

Authorized Signature: _____

General Information:Full name of employee: Jenny Vanderbilt Department: SelectboardTitle: Great Falls Farmers Market Manager Effective date of hire: 4/29/25**New Hire:**Permanent: X Y N If temporary, estimated length of service: _____Hours per Week: _____ Union: N/A -Stipend**Wages:**Union: N/AWages: Grade Step Wage Rate: \$4,000 (annual/~~hourly~~)**Notes:**Paid for 9 month season, February to October. Not Paid for November to January**Copies to:**

____ Employee

____ Department

____ Selectboard

____ Accountant

____ Retirement Board

____ Town Clerk



MONTAGUE BUILDING DEPARTMENT

One Avenue A - Turners falls, MA 01376
(413) 863-3200 Ext 206 Fax (413)863-3222

4/24/25

To: The Selectboard

Re: Alternate Electrical Inspector.

I would like to have Harry Kuenzel appointed to the position of Alternate Electrical Inspector. He was recommend by current Alternate Electrical Inspector Tom Wyman.

Respectfully,

William Ketchen

William Ketchen
Building Commissioner
Town of Montague
1 Avenue A, Turners Falls, MA 01376
413-834-3200 ext 206
buildinginspector@montague-ma.gov

Name: KUENZEL, HARRY

MONTAGUE APPOINTED OFFICIAL

NAME: HARRY KUENZEL

DATE: 4/28/2025

COMMITTEE: ALTERNATE ELECTRICAL INSPECTOR

TERM: 1 YEAR

TERM EXPIRATION: 6/30/2025

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 04/29/25

KUENZEL, HARRY personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the ALTERNATE ELECTRICAL INSPECTOR according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

Town of Montague

Personnel Status Change Notice

New Hires

Employee # _____

Board Authorizing **Appointment**: Selectboard Meeting Date: 04/28/2025

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 04/28/2025

Authorized Signature: _____

General Information:Full name of employee: Ethan Thrower Department: DPWTitle: CO-OP Student Effective date of hire: 05/05/2025**New Hire:**Permanent: Y X N If temporary, estimated length of service: 6/27/2025Hours per Week: Union: **Wages:**Union: Wages: Grade Step Wage Rate: \$ 16.50 (annual/ hourly)

Notes: Ethan will work 9 hours per day 4 days a week.

Copies to: Employee Department Board of Selectmen Treasurer Accountant Retirement Board Town Clerk



Montague DPW
128 Turners Falls Road
Montague, MA 01351
Tel. 413-863-2054

This institution is an equal opportunity provider.

New England Laborers' Training Trust Fund
37 East Street
Hopkinton, MA 01748

Re: Internship Proposal and Quote – Ethan Thrower (Franklin Tech)

Dear Jeff,

Thank you for the opportunity to participate in the Pre-Apprenticeship Program.

Our internship proposal and quote for Ethan Thrower is as follows:

Start Date: May 5, 2025

End Date: June 27, 2025

Department: Montague DPW

Description of Work: Metal work/fabrication, Highway/Grounds Laborer to include a range of labor activities, including removal of snow, sand, leaves, large litter and other debris from roadways and walkways. Make potholes, roads, and sidewalk repairs. Dig out and repair roadways, sidewalks, and drainage structures. Performs other duties as assigned.

Rate of Pay: \$16.50/hour

Total Amount: \$2,640.00

Best Regards,

Samual Urkiel
DPW Superintendent

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.



8A

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name		d/b/a	Department		MMARS Code
Legal Address As entered on Form W-9 or Form W-4			Contract Manager Name		Business Mailing Address
Contract Manager Name			Billing Address If Different		
Phone	Email	Fax	Phone	Email	Fax
Vendor Code VC			MMARS Doc ID(s)		
Vendor Code Address ID AD e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number		
NEW CONTRACT			CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) Statewide Contract (OSD or an OSD-designated department.) Collective Purchase (Attach OSD approval, scope, and budget.) Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) Emergency Contract (Attach justification for emergency, scope, and budget.) Contract Employee (Attach Employee Status Form, scope, and budget.) Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment		
			Amendment Amount Or Enter "No Change"		
			Amendment Type (Check one option only. Attach details of amendment changes.) Amendment to Date, Scope, or Budget (Attach updated scope and budget.) Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) Contract Employee (Attach any updates to scope or budget.) Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): Commonwealth Terms and Conditions Commonwealth Terms and Conditions for Human and Social Services 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 . 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.) Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended):					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy .					
Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason:					
Statutory/legal Ready Payments (M.G.L. c. 29, § 23A) Agree to standard 45-day cycle Only initial payment					
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.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? YES If YES, the Contractor's annual SDP commitment for this Contract is NO If NO, and the department is an Executive Department, enter the appropriate exemption:					
ANTICIPATED START DATE (Complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:					
1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.					
2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.					
3. were incurred as of _____, 20____, a date PRIOR 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 _____, 20____, 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			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH		
Signature and date must be captured at time of signature.			Signature and date must be captured at time of signature.		
Signature		Date 4-28-2025	Signature		Date
Print Name Richard Kuklewicz		Print Title Selectboard Chair	Print Name		Print Title

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

The Executive Office of Energy and Environmental Affairs (EEA) hereby grants the Town of Montague \$34,000 for the Open Space and Recreation Plan proposal it submitted to the 2025 round of the Planning Assistance Grant Program. The submitted proposal is attached; the scope of work and budget contained within are hereby included in this contract by reference.

General Conditions:

- EEA funds must be utilized by June 30, 2026 and documentation regarding their use, along with final billing, is to be received no later than August 1, 2026;
- This contract terminates on June 30, 2026. Any contract amendment, including extensions, will be at the sole discretion of EEA;
- The grantee will credit EEA as a funding source in an written deliverable produced as a result of this project;
- The grantee will document the expenditure of any matching funds committed;
- The grantee will submit an electronic copy of any deliverable to EEA; and
- The grantee agrees to notify EEA about the outcomes that result from this project.

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
Planning Grant				\$15,000 (FY25)
Planning Grant				\$19,000 (FY26)
SUBTOTAL (this page)				\$34,000

MAXIMUM OBLIGATION

\$34,000

Page 1 of 1 Budget pages

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

Massachusetts Department of Transportation

CONTRACTOR AUTHORIZED SIGNATORY LISTING



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 Kuklewicz	Chair, Selectboard
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 28, 2025

Title: Chair, Selectboard

Telephone: 413-863-3200 ext. 108

Fax: 413-863-3231

Email: RichardK@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.

Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

PROOF OF AUTHENTICATION OF SIGNATURE

**It is a requirement of MassDOT to obtain authentication of signatures
for all signatories listed on the attached 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



**TOWN OF
MONTAGUE
MASSACHUSETTS**

TOWN HALL
One Avenue A
Turners Falls, MA 01376

Office of the Selectboard
(413) 863-3200 ext. 108

MEMORANDUM

**TO: Selectboard
Walter Ramsey, Town Administrator
Chris Nolan-Zeller, Assistant Town Administrator**

**FROM: Maureen Pollock, Planning Director
Montague MVP 2.0 Core Team**

RE: Montague MVP 2.0 Core Team Announces Selection of Window Insert Community Build Project as Seed Project

DATE: April 28, 2025

Montague's MVP 2.0 Core Team is pleased to announce that the Window Insert Community Build project has been selected as the climate-resilience "seed" project to help strengthen our community against the effects of climate change. With approval from our grantors - MA Executive Office of Energy and Environmental Affairs (EEA), Montague will allocate \$50,000 to execute this 12-month resilience project.

The decision was made after careful consideration of several key factors, including robust public support for the project and its alignment with the resilience priorities set forth by EEA's Municipal Vulnerability Preparedness (MVP) Program. The Core Team evaluated the project against established criteria, ensuring that it meets the necessary standards to significantly benefit our community and address vulnerability concerns effectively.

The selected Window Insert Community Build project aims to promote energy efficiency and comfort in local homes of low-income homeowners and tenants, while simultaneously reducing our carbon footprint.

It serves as a practical solution that empowers community members to take part in climate adaptation efforts, making Montague a leader in sustainability.

We extend our gratitude to all community members who voiced their support and contributed to the project proposal. Your enthusiasm and engagement were instrumental in this selection, and we look forward to collaborating with you throughout the project's implementation.

Enclosed you may find the Seed Project Implementation Plan, Project Budget, and Anticipated Timeline for the Window Insert Community Build.

For more information, please visit the Montague MVP 2.0 Project Page: <https://montague-ma.gov/p/1554/>.

More information to follow.

In the meantime, if any residents are interested in volunteering as of this initiative, please email Maureen Pollock, Planning Director at mpollock@montague-ma.gov

Seed Project Plan

Part B: Seed Project Implementation Plan

Seed Project Vision and Goals

1.1 Give a brief overview of your Seed Project. What are the goals and desired outcomes? Consider the outcomes you outlined in Part A above. How will achieving those outcomes help to build resilience in your community or region in the near-term and as the climate continues to change?

Response: Window inserts are insulating window inserts made of a pine film-wrapped on each side with tightly sealed clear, polyolefin or similar film. The airspace between the two layers creates additional insulation compared to one layer of plastic. The insert is finished with a compressible foam gasket. The foam allows enough give for the inserts to be easily slid into place, while holding firmly enough to provide a tight, friction-based seal. Each insert frame is custom made based on measurements taken for each window frame. No fasteners are required, so renters do not have to worry about talking to their landlords about making modifications around their window sills. Window inserts are shown to significantly reduce drafts and raise internal temperatures in winter, and cool internal temperatures in summer in rooms/homes with air conditioners. The cost of materials for a window insert averages from \$40 to \$80 according to research done with two communities that have made them.

A multi-day community build in Montague could be modeled after elements after the [Window Dressers model](#) and “winserts” trainings held in the past decade in Franklin County and the North Quabbin area by [North Quabbin Energy](#), Greening Greenfield, and the Center for EcoTechnology (CET). With a community build, people who have ordered windows for their house volunteer for a half-day shift building the inserts. The building process is set-up in large space with tables (e.g. cafeteria or gym) with seven or so stations. Participants can then bring home their inserts at the end of the day or pick them up at a later time.

The Core Team values the window insert community build project idea for

- its immediate and visible impact;

- the trifold impact on comfort/safety, cost, and emissions reduction;
- the likelihood that the project could positively serve a high proportion of low-income homeowners and renters;
- the great potential for collaboration with multiple community organizations or schools;
- the social/community-building element of the community build event; and
- the possibility that essential parts of the project could continue in future years).

1.2 Building community resilience is an ongoing process. Where does this project fit in? How does this project build on existing work? How does this project lay the groundwork for future steps?

Response: Window inserts are a low-cost/easy-to-build strategy for improving home insulation in winter and, if A/C is used, summer. About a decade ago, the Montague Energy Committee, among other municipal Energy Committees across Franklin County, hosted a handful of workshops focused on how to build window inserts at home. People who have window inserts because of these workshops have been very happy with them and have advocated for workshops to be more widely offered. The project builds on this general support and the need to be build personal resilience (in the form of window inserts) and building community at the same time. Although window inserts benefit low-income Montague residents on a household-by-household basis (including homeowners & tenants), window insert builds are designed to be annual programs that run as long as there is demand in the community. Although this project is financially supported by MVP 2.0 funds, it is being designed in such a way as to build up the systems and volunteer capacity to run in subsequent years.

Project Partners

2.1 Who will be the project partners involved in developing and implementing this project? What are their roles and responsibilities on this project? What experience or expertise do they bring? Identify all project partners who will be paid from the Seed Project. If specific individuals or vendors have not been identified, name the role that will be filled.

Response:

Draft list:

- Project coordinator (paid stipend)
- Building coordinator (paid stipend)
- Montague Energy Committee
- Franklin County Technical School/Turners Falls High School
 - space use
 - video
- Local Contractors
- North Quabbin, Energy and Greening Greenfield, [WindowDressers](#)
- Montague Community Television (MCTV)

Project Scope

3.1 What are the steps involved in completing this project? Break the project down by phases or by tasks. For each phase or task, specify:

- What is the objective of this phase or task?
- What are the activities that will be completed?
- How will community members, and specifically EJ and other priority populations, provide insight, advise the process, participate in decision-making, or vet the ideas during this step of the process?
- What are the deliverables or outputs of this task or phase?

Tip: For projects that have discrete tasks, consider listing out the steps by task. Alternatively, if many of the tasks are integrated or occurring simultaneously, consider breaking the project into phases.

Response:

Task 1. Hire coordinators

Objective

- Project Coordinator will be responsible for scheduling, venue coordination, publicity, signing people up and managing payments, coordinating volunteer shifts, managing the budget, and working with a Building Coordinator.
- A Building Coordinator will be responsible for taking window measurements, determining eligibility for subsidized windows for low-income residents, cutting/preparing wooden frame pieces, and supervising the community build(s).

Activities

- 1) Town Planner will advertise for and hire a Project Coordinator and a Building Coordinator.

Community advising & decision making

- None for this task

Deliverable

- 1) Job descriptions for Project Coordinator and Building Coordinators.

Task 2. Groundwork

Objective

- Train Project and Building Coordinators on what will be needed to complete the project and establish the details necessary for promoting the project.
- The involvement of community organizations in the process this year is meant to cultivate volunteers and develop relationships that could serve in future years (e.g., Energy Committee, Franklin Tech, Local Contractors, Drawdown Montague, Honor Society students).

Activities/Deliverables

- 1) Coordinators will establish a project timeline with the Town Planner.
- 2) Coordinators will conduct research and get trained on window insert building and community build systems.
- 3) Project Coordinator will identify project partners (organizations interested in partnering, venue, sponsors, etc.), sponsors, book venue, and schedule the build.
- 4) Project Coordinator will develop a system for tracking participants and windows.
- 5) Building Coordinator will price out materials and determine unit costs per window.

Community advising & decision making

- None for this task

Deliverables

- 1) Project timeline document, adjusted as needed
- 2) Notes on research and training
- 3) Documentation of partners and sponsors and any agreements; rental contract with venue
- 4) System for tracking participants and windows (e.g. Excel spreadsheet) and written instructions for using
- 5) Material cost sheet documenting per-unit cost of all materials and estimated number of inserts that can be made within the budget

Task 3. Promotion

Objectives

- Promote the window inserts community build opportunity to all residents, with enhanced outreach to renters and landlords.

Activities

- 1) Project Coordinator will design outreach and promote the window inserts and community build.
- 2) Coordinators will take insert orders and measurements.
- 3) Project Coordinator will recruit any additional volunteers needed to fill all shifts and will establish the expectations of volunteers and how to communicate this.

Community advising & decision making

- Project Coordinator will work with Montague's MVP 2.0 Core Team to promote the program to target residents: renters and landlords, including those the Core Team worked with throughout the MVP 2.0 process. The Core Team will advise the Project Coordinator on how to explain the This will include promotional materials in Spanish and work with Spanish-speaking community liaisons to explain to Spanish-speaking residents the program and how to sign up.

Deliverables

- 1) Original editable files and final PDF/JPEG files of all outreach materials.
- 2) Same as Subtask 2.4
- 3) List of current and future potential volunteers years with preferred roles identified and documentation of communications with volunteers

Task 4. Set Up & Community Build

Objectives

- Ensure all of the elements are in place for a successful community build.

Activities

- 1) Building Coordinator will purchase supplies, cut frames, prepare for the build, and conduct any other tasks necessary for the community build.

- 2) Project Coordinator will schedule work shifts and food shifts and conduct any other logistical tasks necessary for the community build.
- 3) Facilitate a well-organized community build.

Community advising & decision making

- See Subtask 5.3

Deliverables

- 1) Documentation of the process Coordinators had for this subtask and lessons learned.
- 2) Documentation of the process Coordinators had for this subtask and lessons learned.
- 3) Documentation of the process Coordinators had for this subtask and lessons learned.

Task 5. Telling the story

Objectives

- Tell the story of window inserts meet a need that is otherwise difficult to meet and how the community build has a positive impact on the community in order to develop institutional and volunteer support to hopefully inspire/allow the project to transition into a volunteer-led, community-supported project that lasts multiple years and inspires similar projects in other communities. Highlight the participating of landlords where possible to promote better relationships with landlords.
- Document the process in a way that will allow other communities to use Montague's process as a blueprint.

Activities

- Project Coordinator will communicate about the goals and successes of the project through a variety of media.
- Project Coordinator will record interviews with self-identifying low-income or landlord participants (recipients of windows or volunteers) to capture information about the community build experience and the benefits of the inserts.
- Project Coordinator will oversee the creation of a short video documentary about the community build process and a how-to video about inserts (could be a student project).

Community advising & decision making

- In interviews, ask how the process could be better designed to support residents with fewer resources.

Deliverables

- 3 – 4 public-facing “stories” about the project in the form of newspaper publication, website, radio story, school newsletter blurbs, TV spot, storymap, or other media.
- 4 – 6 interviews with participants (community build volunteers or window insert recipients).
- 1 short documentary of the community build process and 1 how-to video on how to build window inserts.

3.2 Outline your engagement plan for the activities that involve community outreach and engagement. For each activity, specify how the activity is specifically designed for, or increases accessibility for, EJ and other priority populations. Use the Engagement Plan document for developing your approach.

Response: This project will provide the opportunity for all Montague residents and landlords to order and create window inserts. However, a portion of the windows will be reserved for renters and/or renters in the hope of improving the living conditions in Montague’s rentals. In promotion of the opportunity, it will be made clear that renters do not have to ask their landlords for permission to have window inserts, but information will also be provided to renters that they can give to their landlord that encourages the landlord to take on the ordering/volunteering work of window inserts.

The following are ways that the community build, publicity, and window inserts themselves are being designed to be more accessible:

- Promotion materials will be provided in Spanish. One – two shifts will be scheduled with Spanish translation.
- Light breakfast and lunch snacks will be provided.
- Childcare will be provided for children 6 and under.
- The Community Build will be scheduled over both week and weekend days in consideration for a diversity of work schedules, particularly working poor who may not be available during typical shift times.
- Wheelchair accessibility will be considered in the venue and at work-stations where possible.

- Window inserts will be designed with a loop so it is easy to pull out for people with poor grip strength.

Project Budget and Timeline

4.1 Use the Budget and Timeline template provided to plug in your tasks and subtasks and map out your project timeline. In the box below, list the dates for the completion of major milestones. Note when you will provide your half-way project report to the MVP team. List any regulatory or permitting approvals that may be required and note where they will fall in the project timeline. Please do not select a Seed Project that will require extensive regulatory approval or permitting.

Response: See Seed Project Budget and Timeline document.

4.2 Use the Budget and Timeline template to map out your project budget. Does the budget feel feasible? Which parts may be tight? Are there adjustments you would make to the scope to better fit the budget?

Measuring Impact

5.1 How will you know if the project is successful? What will be the signs? How will you evaluate whether the project is supporting equity and social resilience? Consider the desired outcomes you outlined in Part A of your Seed Project Plan and refer to the ways to measure procedural, distributional, and interactional justice that you learned about in training 3 of the Equity and Climate Justice Learning Series. How will the people who will be most impacted by the project evaluate or weigh in on whether the project is successful?

Response: Impact will be measured in the following ways:

- Number of households who signed up for inserts.
- Number of people who signed up to volunteer in current and future years.
- Number of people who donated to subsidized inserts for future years.
- Qualitative analysis of interviews of low-income people who received inserts and people who volunteered at community builds.

We are looking to understand:

- 1) Whether participants felt as though the process worked well for them
- 2) Whether participants feel that participating in the program improved their feeling of resilience against climate change
- 3) Whether participants think the program should continue in future years
- 4) Whether participants met new community members they didn't know and had positive interactions

5.2 How might the learnings from this project be transferable to other communities? Will this project create tools, frameworks, or methods that could be easily adopted? How will the learnings from this project be shared with other communities?

Response: This project is designed to be an ongoing volunteer-led community program when the volunteer capacity exists. In northern New England states, the non-profit Window Dressers exists to support communities in their window insert programs, and this project team will reach out to Window Dressers to ask if they would like to pilot their program in Montague or simply share their tools. In addition, this project is designed to document the process (see deliverables for all tasks) and build enthusiasm and support (see Task 6) all along the way, whether it is at the town level or regional level. In the process of developing this project idea, we learned that there is enthusiasm for window inserts already all around the county, but so far no communities have tried the community-build model. It is our hope that this project will be the catalyst for more communities being empowered to create community builds.

5.3 What will be needed to sustain or maintain this project over the long-term? Outline how the municipality or region will plan on addressing those needs.

Response: See response to 5.2

MVP 2.0 Seed Project Budget and Timeline

Name of Grantee: Town of Montague, MA

Name of your Seed Project: Window Insert Community Build

Hourly
rate:

\$40

Project Task Description		Deliverables	Approximate Start Date	Approximate End Date	Project Team Costs	Labor hours	
Task or Phase 1: Hire Coordinators						Project Coordinator	Building Coordinator
Sub-task 1.1 Hire Project Coordinator and Building Coordinator		Job descriptions for Coordinator positions		1-Jul-25	15-Aug-25	\$ for Reporter classified?	
Total Task 1 Cost					\$0.00		
Task or Phase 2: Groundwork							
Sub-task 2.1 Establish a project timeline with the Town Planner		Project timeline document, adjusted as needed	15-Aug-25	1-Sep-25	\$400.00	5	5
Sub-task 2.2 Conduct research and get trained on window insert building and community build model		Notes on research and training	15-Aug-25	15-Oct-25	\$1,200.00	15	15
Sub-task 2.3 Identify project partners, sponsors, book venue, and schedule the build		Documentation of partners and sponsors and any agreements; rental contract with venue	15-Aug-25	15-Oct-25	\$1,200.00	30	
Sub-task 2.4 Develop a system for tracking participants and windows		System for tracking participants and windows (e.g. Excel spreadsheet) and written instructions for using	15-Aug-25	15-Oct-25	\$600.00	15	
Sub-task 2.5 Price out materials and determine unit costs per window		Material cost sheet and total inserts budget	15-Aug-25	15-Oct-25	\$600.00		15
Total Task 2 Cost					\$4,000.00	65	35
Task or Phase 3: Promotion & Sign-ups							
Sub-task 3.1 Promote window inserts and community build		Original editable files and final PDF/JPEG of all outreach materials	15-Oct-25	15-Jan-25	\$1,600.00	40	
Sub-task 3.2 Take insert orders and measurements		Same as Subtask 2.4	15-Oct-25	15-Jan-25	\$3,000.00	30	45
Sub-task 3.3 Recruit volunteers		Volunteer list and documentation of communications with volunteers	15-Oct-25	15-Jan-25	\$1,200.00	30	
Total Task 3 Cost					\$5,800.00	100	45
Task or Phase 4: Set Up & Community Build							
Sub-task 4.1 Purchase supplies, cut frames, prepare for the build, and other tasks.		Documentation of the process Coordinators had for this task and lessons learned	15-Jan-25	15-Feb-25	\$2,200.00		55
Sub-task 4.2 Schedule work shifts and food shifts, and other tasks		Documentation of the process Coordinators had for this task and lessons learned	15-Jan-25	15-Feb-25	\$1,200.00	30	
Sub-task 4.3 Facilitate community build		Documentation of the process Coordinators had for this task and lessons learned	15-Jan-25	15-Feb-25	\$4,400.00	55	55
Total Task 4 Cost					\$7,800.00	85	110
Task or Phase 5: Telling the Story							
Sub-task 5.1 Communicate the goals and successes of project		3 – 4 public-facing “stories” about the project in the form of newspaper publication, website, radio story, school newsletter blurbs, TV spot, storymap, or other media	15-Jan-25	15-Feb-25	\$1,200.00	25	5
Sub-task 5.2 Interview participants to capture information about inserts and builds		4-6 interviews with participants (community build volunteers or	15-Jan-25	15-Feb-25	\$600.00	15	
Sub-task 5.3 Oversee creation of a videos about community build process and window inserts		1 short documentary of the community build process and 1 how-to video on how to build window inserts	15-Jan-25	15-Feb-25	\$600.00	10	5
Total Task 4 Cost					\$1,800.00	50	10
Direct Costs		Assumptions			Direct Costs		
Direct Cost 1 Stipends for assistant with video documentation		Video students or community volunteers			\$800.00		
Direct Cost 2 Window inserts budget		325 window inserts @ \$80/insert (this is a high estimate for price per unit and may be revised in Subtask 2.5)			\$26,120.00		
Direct Cost 3 Food		Breakfast (\$200/day) and lunch (\$400/day) for 4 days supplemented by volunteer contribution			\$2,400.00		
Direct Cost 4 Publicity		Postcard mailing to all residents, printing, newspaper advertisement			\$2,000.00		
Direct Cost 5 Space rental		Estimate based on gymnasium rental rate at Turners Falls High School for 9 hours/day for 4 days			\$1,080.00		
Total Direct Costs					\$32,400.00		
TOTAL PROJECT COST					\$50,000.00	300	200

M-5003-012
April 16, 2025

9A

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

Re: **Alternative Design #2 Proposal for Demolition at the Strathmore Mill Complex,
Turners Falls, Massachusetts**

Dear Walter:

After the completion of our Alternatives Analysis to review options for Building 9 (the Eagle Creek Building) to remain, while demolishing all other buildings, it was determined that the costs associated with those options were not feasible for the project. As a result, the Town has requested that Tighe & Bond develop another demolition alternative to reduce the impact on Building 9 as much as feasible.

Project Understanding

The initial Alternative Analysis determined that the demolition of all buildings surrounding Building 9 will result in the need to construct substantial reinforced concrete and CMU walls to resist the exterior loading. Additionally, a new stair tower would need to be constructed to supplement required egress out of the building. The costs associated with these modifications made the option of demolishing all buildings, except Building 9 unfeasible. Tighe & Bond will conduct a second alternative analysis to establish new demolition limits within the complex, in an effort to limit the impacts on Building 9, both structurally and to maintain the current means of egress from the building. Once established, we will review our proposed demolition limits with the Town, and if acceptable, will advance the demolition documents through a supplemental proposal.

There have been several different site wide demolition considerations since realizing that the first alternative analysis was deemed unfeasible. Examples of these scope changes are adding Building 11 to the demolition plan, the need for new Beneficial Use Determination (BUD) planning such as incorporating the eastern abandoned open foundation into the BUD placement design and adding the eastern Town parcel (and foundation area) to the project, which will require additional permitting efforts. These project elements will be added to our supplemental proposal, which will also include efforts needed to advance the new design documents if the Alternative Design #2 is accepted by the Town.

Our scope of services to complete the Alternative Design #2 tasks is outlined herein.

Scope of Services

Alternative Design #2:

- **Site Visit:** Tighe & Bond will visit the site to determine a feasible limit of demolition that will have a limited impact on Building 9. We will attempt to maintain the current egress paths out of Building 9 and minimize the extent of new concrete and CMU walls required.
- **Conceptual Drawings:** Based on our site visit and previous field information gathered, we will develop conceptual plans, elevations, and details for the proposed demolition extents. These drawings will be used to develop approximate quantities of required modifications to the buildings remaining, including new concrete and CMU walls, opening infills, and localized reinforcement of existing walls.
- **Cost Estimate & Meeting with Town:** We will develop our opinion of the probable construction costs (OPCC) associated with the proposed modifications outlined on the conceptual drawings. We will meet with the Town to discuss the OPCC and determine if the proposed demolition limits, modifications, and costs are acceptable to the Town to move forward with the demolition project. If the proposed demolition limits are acceptable to the Town, Tighe & Bond will advance the demolition documents to 100% as part of a separate proposal.

Limitations

In an effort to provide you with a reasonable budget for the desired services, we have prepared a detailed scope of services based upon our understanding of your needs. In this same regard, the following list describes those services that were not included in the development of our scope, so that our budget can align with your approved project budget. If these services are required, we will modify our proposal accordingly to meet your needs.

- Preparation of as-built drawings of the structure
- Sampling and testing to determine mechanical properties of members
- Evaluation of the load capacities of the existing members
- Geotechnical Explorations
- Site / Civil Design or Survey
- Hazardous Materials Survey or Abatement
- Full Design of proposed modifications
- Design of modifications to canal wall
- Development of a Project Manual (Specification Divisions 00 & 01)
- Services during Bidding or Construction

Project Fee

Tighe & Bond will perform the above services for a lump sum fee of **\$17,250** invoiced monthly based on the percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions are part of this letter agreement.

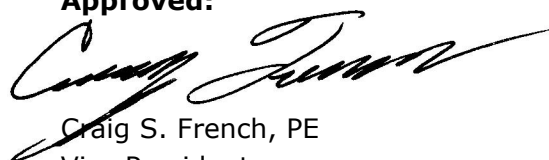
If this proposal is acceptable, please sign and return one copy to our attention as your authorization to proceed. If you have any questions concerning this proposal, please feel free to contact me or Craig.

TIGHE & BOND



Brian F. Day
Principal Environmental Scientist
c: 508-989-4957
e: bfd@tighebond.com

Approved:



Craig S. French, PE
Vice President
c: 978-660-9750
e: csfrench@tighebond.com

ACCEPTANCE

On behalf of the Town of Montague, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Print Name and Title

Enclosures: Terms and Conditions

J:\M\M5003 Montague\012 Revised Strathmore Mill Demo Design\Proposals\Initial and Revised Strathmore Mill Demolition Proposals\April 2025 Alternative Demo Design #2 Proposal\April 2025 Strathmore Mill Alternative Design #2 Proposal FINAL.docx

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "CONSULTANT"; "PROJECT" is defined in the accompanying proposal letter

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

3. STANDARD OF CARE

3.1 In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

6.2 Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases – In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

7. INSURANCE

7.1 CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

7.2 Risk Allocation - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.3 Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

7.4 CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

8. DISPUTE RESOLUTION

8.1 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SITE INVESTIGATIONS

11.1 In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

11.2 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide

information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exists nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

11.3 By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

13.2 CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT

deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

15.1 CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

15.3 On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

16.2 In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

17. SCHEDULE

17.1 The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

17.2 The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size

of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

18. MISCELLANEOUS TERMS

18.1 GOVERNING LAW - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.2 LENDERS' REQUIREMENTS - The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.


18.3 CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

18.4 TITLES - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

18.5 Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

213 Court Street, Suite 501
Middletown, CT 06457
860.343.8297

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

Project Name: <u>Turners Falls Sewer Manhole Rehabilitation</u>		Project No. <u>21875</u>	
Client: <u>Town of Montague</u>		Prepared By: <u>Lisa Muscanell-DePaola</u>	
		Date: <u>4/11/2025</u>	
Description of Assignment: Professional Engineering Services for Turners Falls Sewer Manhole Rehabilitation Project - Reference Original Construction Administration Services			Estimated Fee
Proposal Letter dated December 18, 2024 and Task Order signed 1/6/2025		Est. Hours	
Itemization of Tasks			
Additional Construction Administration Services (Original Task 3) 12. Assess the condition of 38 additional manholes using manhole inspection reports, photos, and scans from previous evaluations and make rehabilitation recommendations based on existing conditions. 13. Attend up to two full days for pre-rehabilitation inspections with Owner and Contractor. 14. Attend a meeting with Owner and Contractor to discuss the final scope and recommendations for the additional manholes. 15. Prepare Contract Change Order No. 1 to add all the additional manhole rehabilitation to the project and increase original contract cost by approximately \$90,000.		175-225	\$30,000
TOTAL			\$30,000
			\$30,000
TOTAL ESTIMATED FEE:			
I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between <u>the Town of Montague</u> (CLIENT) and WRIGHT-PIERCE dated August 8 th , 2022. Such payment may be different than the "Estimated Fee" indicated.			
SEEN AND AGREED TO BY: <div style="display: flex; justify-content: space-between;"> <div> (CLIENT) _____ (ENGINEER) <u></u> </div> <div> DATE: _____ DATE: <u>April 12, 2025</u> </div> </div>			



Office of the Selectboard Town of Montague

1 Avenue A (413) 863-3200 Ext. 107
Turners Falls, MA 01376 FAX: (413) 863-3231

MEMORANDUM

Date: April 23, 2025

To: Selectboard

From: Chris Nolan-Zeller, Assistant Town Administrator

Re: Mountain View Landscapes and Lawncare, Inc. – Change Order #1

In the course of completing work in front of the property at 38 Avenue A as part of the ongoing Avenue A Streetscape Improvement project, the contractor encountered ledge at a shallower depth than expected. Ledge was encountered at the base of the property's light poles at depths varying between 18 and 48 inches, while a minimum of 72 inches is needed to set the new bases in the ground. Additional labor hours were needed to perform breaking and excavation work at this site not included in the original contract scope.

The total value of the invoice provided for this work is \$1,380.35. While this falls well within the project's contingency, it changes the overall value of the contract, which necessitates a change order. Effects on the overall project budget are explained below:

Project Expenses:

Construction (original contract with Mountain View)	(\$1,097,980.00)
Construction (Mountain View Change Order #1)	(\$1,380.35)
Design (contract with Berkshire Design Group)	(\$46,800.00)
TOTAL	(\$1,146,160.35)

Project Revenue Sources:

HUD Community Project Funding	\$975,000.00
ARPA (for design)	\$46,800.00
ARPA (for construction)	\$232,778.00
TOTAL	\$1,254,578.00

Original construction contingency (10%) - \$109,798.00

Remaining contingency after Change Order #1 - \$108,417.65

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



Landscapes and Lawncare, Inc.

67 Old James Street, Chicopee, MA 01020 * tel. (413) 536-7555 x 110 * fax. (413) 536-5607

March 27, 2025

To: **Chris Nolan-Zeller**
Attn: **Assistant Town Administrator**
Town of Montague
1 Avenue A
Turners Falls, MA 01376
(413) 863-3200 x109

Re: Avenue A Streetscape Phase IV Continuation Project

General Contractor:

		<u>Hrs</u>	<u>Rate</u>	
Labor:	(Operator/ Foreman)	5	\$90.39	\$ 451.95
	(Laborer)	5	\$79.84	\$ 399.20
Materials:				
Equipment:	(Crew Truck)	5	\$18.75	\$ 93.75
	(Skid Steer)		\$243.00	\$ -
	(Mini Excavator)	5	\$25.00	\$ 125.00
	BREAKER	5	\$22.00	\$ 110.00
	(Loader)		\$285.00	\$ -
	(Backhoe)		\$645.00	\$ -
	(Dozer)		\$505.00	\$ -
	(Roller)		\$370.00	\$ -
Subtotal GC Labor and Materials				\$ 1,179.90
Overhead and Profit				<u>15%</u> \$ 176.99
				<u>\$ 1,356.89</u>

General Contractor Work Total \$ 1,356.89

Subcontractors:

{Subcontractor Name}	
Subtotal Subcontractors	\$ -
Overhead and Profit	<u>10%</u> \$ -
	\$ -

Subcontractor Work Total \$ -

Sub Total	\$ 1,356.89
1.7% Bonds	\$ 23.47

Estimate Total \$ 1,380.35

Sincerely,

ED DWYER



Office of the Selectboard Town of Montague

1 Avenue A (413) 863-3200 Ext. 107
Turners Falls, MA 01376 FAX: (413) 863-3231

MEMORANDUM

Date: April 23, 2025

To: Selectboard

From: Chris Nolan-Zeller, Assistant Town Administrator

Re: Canal District Bridge Replacements Update

On April 16, 2025, MassDOT held a virtual Legislative Briefing on the status of the anticipated replacement of five bridges in the Turners Falls Canal District and Greenfield. This briefing was called by our state legislators in an effort to keep local officials from both Montague and Greenfield informed on the current status of this major project, which is expected to result in three new bridges. The Transportation Improvement Plan (TIP) features \$63 million of funding in the year 2029 for the three following bridges:

- Turners Falls Road over Connecticut River (“white bridge”)
- 5th Street over canal (“green bridge”)
- 6th Street over canal (power street / “Bailey bridge”)

The two pedestrian bridges over the canal adjacent to the green bridge and Power Street bridge are able to be eliminated and replaced with bike and pedestrian accommodations on each of the new bridges.

The project is currently in the pre-25% design phase, with hydraulic reports and bridge type selection in progress. The 25% design submission is expected in Fall 2025, with a design public hearing tentatively expected in Spring 2026. The site is extremely challenging due to right-of-way (ROW) constraints, as well as numerous adjacent historic properties and wetland resources.

While anticipated permitting requirements are quite extensive, the Town has been presented with the positive news that MassDOT has agreed to assume responsibility for the majority of the right-of-way acquisitions needed for this project. While the Town will remain obligated to handle some minor ancillary takings, this eases much of the administrative and financial burden from the Town compared with needing to handle all ROW acquisitions, and this update is a welcome development in our favor.

March 31, 2025

Dear Town Selectboards and Moderators:

I would like to bring to your attention that after 5 years of study and research the Six Town Regional Planning Board, formed by the Selectboards in the towns of Bernardston, Gill, Leyden, Montague, Northfield and Warwick is nearing the completion of its work in proposing the formation of a “super-regional” school district.

After researching the educational and financial impacts of the proposed new region, the Planning Board voted a year ago to move forward with drafting a proposed District Regional Agreement. That draft was recently completed and a legal technical review of the proposed regional agreement is presently underway to ensure it conforms with State laws and regulations of the Department of Elementary and Secondary Education. There are several other steps that require the Planning Board’s attention before it will be ready for the Six Towns to consider and vote in a coordinated November Six-Town Special Town Meeting(s) to be held on the same day. Holding STMs on the same day will ensure that every vote is meaningful and will alleviate voters from being influenced by the outcome of another town. In order for the Regional Agreement to be approved, it must pass a majority vote in all six towns.

Because this has been a long process and not in the forefront of voters, we ask your permission for one of the STRPB representatives from your town to provide a brief update at the beginning of your upcoming Town Meeting so voters will know what to expect and how they can access information in the coming months. This will not take more than 3 minutes and a handout will be available for people to review at their leisure.

We believe the uniqueness and importance of this endeavor warrants a formal setting to be brought to the attention of voters and the Annual Town Meeting is an ideal forum to begin this outreach effort.

Kindly send Greg Snedeker a response to this request as soon as possible so we may arrange for a resident board member from your town to share our final steps in this process.

Respectfully,

Alan Genovese,
Chairperson Six Town Regional Planning Board
Greg Snedeker, Vice Chair/secretary Treasurer
Contact Information:

CC: Town Clerks, Selectboards, Planning Board Members

Six Town Regional Planning Board's Report Prepared for 2024 Annual Town Meeting

The Six Town Regionalization Planning Board (STRPB) was formed by the towns of Bernardston, Gill, Leyden, Montague, Northfield and Warwick to research the feasibility of creating a new regional school district that was affordable, sustainable and educationally advantageous for our students. Eighteen members, three from each town, were appointed to serve. The board also includes one non-voting member from the Town of Erving as Erving, and does its best to keep the Town of Vernon, VT informed. Both Vernon and Erving have a long history of tuitioning students into the Pioneer and Gill-Montague school districts.

The STRPB convened its first "in-person" meeting in November of 2019, followed by the Covid 19 epidemic. This outbreak, along with other unanticipated obstacles, considerably extended the planning board's research timeline.

With the support of grants from the Department of Elementary and Secondary Education (DESE) and the Department of Revenue (DOR), the services of the Massachusetts Association of Regional Schools Consulting Group (MARSG), the Abrahams Group and Mary Broderick, an educational facilitator specialist were secured to investigate the educational and financial impacts of forming a new "super-regional pre-k through 12 district" by combining the Pioneer Valley and Gill Montague Regional School Districts with the possibility of Erving and Vernon (VT) tuitioning in their 7-12 students. Although Warwick has formed its own school district, it continues to be an interested and active partner in this research.

The Planning Board concluded its research in December 2023. The findings of the research were clear. The benefits gained throughout all programs and services by combining the middle and high school enrollments would be significant. Just some of these benefits include an increase in the following: course offerings, approaches to learning, athletic teams (and the ability to field teams), support for students with disabilities, professional development and collaboration, clubs and afterschool programs, and more. With the increase in enrollment and teachers, some of the benefits found for teachers would be more colleagues in and outside their certification areas for collaboration on curriculum design and approaches to learning, more opportunities for specialized courses and cross/interdisciplinary work, and professional development. In response to these findings, the STRPB voted in January 2024 to move forward with drafting a proposed regional agreement (RA).

In the Spring of 2024, the STRPB appointed a District Regional Agreement Subcommittee (DRAS) to craft a new regional agreement for the six towns to consider in the Fall of 2025 (October/November), if feasible. Members of the DRAS were recommended by each town's Selectboard and appointed by the Planning Board. For the basis of its work, the DRAS utilized the 2017 proposed regional agreement that was developed by the Honest Education and Retaining Trust (HEART) Committee, which was formed by the selectboards of Bernardston, Leyden, Northfield and Warwick.

Currently, the DRAS is working with the MARS Consulting Group in finalizing a draft proposed regional agreement to recommend to the STRPB for its consideration and review. Once the planning board completes its review and approves the RA it will undergo a technical legal review to ensure it complies with state laws and regulations. It will also be sent to the Selectboards for their initial review. Any

feedback from the attorney will be shared with Selectboards when the legal review is completed and we recommend Selectboards have their town counsels review the document once the technical review has been completed or collectively assign one to do this work.

Other Post Employment Benefits (OPEB) obligations will be calculated and shared with the towns for informational purposes. Additionally, Legal services would be required to identify all regional school district assets of buildings and property in the existing districts and these would be transferred to the new district through special legislation.

It is our hope that the Planning Board will secure another grant to hire a firm to assist in holding multiple public forums and other pathways of communications so voters understand the complexities and potential of the newly formed super-regional school district. An aggressive timeline would be for the towns to schedule special Town Meetings on the same day in November for voters to consider creating a new district by approving the proposed Regional Agreement.. If the RA is approved in all six towns it then will be forwarded to the Commissioner of Education for approval.

Finally, an eighteen month transition period would be necessary for the new school committee and transition superintendent to complete the associated tasks required. If the tasks noted above are completed within that timeframe, the new school district would begin operations in July 2027. We respectfully ask that each town provide a few minutes for a member of the STRPB to give an update on what to expect in the coming months. Please contact Greg Snedeker at strpboffc@gmail.com regarding this request.

For more detailed STRPB information please visit our website: <https://6towns.org/>

Respectfully submitted,

Alan Genovese, STRPB Chairperson

Greg Snedeker, STRPB Vice-Chair/Secretary/Treasurer