

## **MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, August 18, 2025**

### **AGENDA**

**Join Zoom Meeting** <https://us02web.zoom.us/j/82858534417>

**Meeting ID: 828 5853 4417      Passcode: 999819      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 Meetings July 21 and August 4, 2025
3. 6:30      Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32      **Pole Location Hearings- Petitioner: Eversource**
  - Eversource installed pole needed to service a new building at 221 Millers Falls Road, Turners Falls, MA
  - Eversource to install a new midspan pole to alleviate a large span length and resolve service issues at 94 Federal Street, Montague, MA
  - Eversource to install a 35' fully owned pole and span guy to help support the pole lining going down Norman Cir. This request is due to a broken tree guy. Minor tree trimming may be required. Location is 202 Millers Falls Road, Turners Falls, MA
  - Eversource and Verizon reconductor project is planned to improve reliability and protection in the area. The new conductor that will be installed is heavier and it requires shorter spans and relocation of poles from out of the ROW at Dry Hill Road in Montague, MA
5. 6:45      **License Requests;**
  - Use of Peskeopmskut Park: RiverCulture seeks permission for use of the bandshell for a music festival on Saturday, September 13, 2025, from 1am to 7pm.
  - Request for One Day License: Grace O'Connell-Bach/ Montague Retreat Center for a Rehearsal dinner at the Montague Retreat Center, 177 Ripley Road, Montague, MA on September 26, 2025, from 4:00pm to 10:00pm.
6. 6:50      **Roberta Potter, COA Director/ Mass In Motion**
  - MOU with Franklin Regional Council of Governments for Montague FY26 for Age-friendly planning (Mass in Motion)

**Montague Selectboard Meeting**  
**August 18, 2025**  
**Page 2**

7. 6:55      **Maureen Pollock, Planning Director**
- Planning Board Recommendations and Updated Plan for Petition from Leh Family Realty Trust & Burek Family Trust to Discontinue and Abandon 1969 Public Roadway Layout of Burek Drive; and Accept Revised Public Roadway Layout of Burek Drive
  - Farren Rezoning Meeting Announcement: At the Planning Board's August 26th meeting, residents will have the opportunity to review the full draft zoning language for the Farren sites and provide feedback to help shape the zoning.
  - Status update on Preliminary FEMA Floodplain Mapping – Presentation and Q/A led by Nadia Madden, DCR Floodplain Management Specialist
8. 7:15      **Personnel Board- with Police Chief Williams**
- Appoint Todd Michon to part-time Police officer, effective August 18, 2025, at \$30.00 per hour
  - Appoint Zachary Caloon to part-time Police officer, effective August 18, 2025, at \$30.00 per hour
- 9 7:20      **Assistant Town Administrator's Business**
- Announce award of \$52,401.00 for Unity Park Fieldhouse weatherization improvements from MA Green Communities Program
  - Updates from Library Building Steering Committee
  - Strathmore Mill Footbridge abatement – timeline for asbestos removal, utility cutting & capping
  - Eversource Grid Upgrades – Notice of Filing, Public Hearing, and Request for Comments
  - Other Updates
10. 7:30      **Town Administrator's Business**
- Execute Memorandum of Understanding (MOU) with Franklin County Solid Waste Management District (FCSWMD) regarding third-party inspection of the town's municipal transfer station.
  - Execute MOU with FCSWMD regarding hauling of recyclables & hauling and disposal of solid waste; hauling and disposal of bulky wastes; and hauling and disposal of scrap metal and appliances
  - Execute MOU with FCSWMD for regional household hazardous waste collection event
  - Overview of potential lodging tax/ FRCOG Short Term Rental Study
  - Topics not anticipated in the 48-hour posting requirements

**Montague Selectboard Meeting**  
**August 18, 2025**  
**Page 3**

- 11. 7:45      Anticipated executive session in accordance with G.L. c. 30A, §§21(a)(2) and 21(a)(3) to conduct collective bargaining sessions and to discuss strategy with respect to collective bargaining (NEPBA Local 183- Patrol)
  
- 12. 8:15      Anticipated executive session in accordance with G.L. c. 30A, §§21(a)(2) and 21(a)(3) to discuss strategy with respect to collective bargaining (NEPBA Local 184-Sergeants)

**Next Meeting:**

Selectboard Meeting: Monday, September 8, 2025, at 6:30PM at 1 Avenue A, Turners Falls, MA and via ZOOM.

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

To the Board of Selectmen of the Town of **Montague**, Massachusetts

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

request permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

**New Eversource installed pole needed to service a new building at 221 Millers Falls Rd.**

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked – **21008639**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE ENERGY

By David Meagher  
Electric Service Designer

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette  
Manager Right-of-Way

Dated this 3rd day of June 3, 2025



## ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

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

Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated June 3, 2025.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **21008639** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

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

### **Purpose and Description:**

New Eversource installed pole needed to service a new building at 221 Millers Falls Rd.

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

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of MONTAGUE, Massachusetts held on the 18th day of August, 2025.

Clerk of Selectmen, Marina Goldman

We hereby certify that on August 18, 2025, at 6:30PM o'clock M, at 1 Ave A, Turners Falls, MA a public hearing was held on the petition of EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Matthew Lord

Richard Kuklewicz

Marina Goldman

Board of Selectmen Town of Montague

Massachusetts

#### CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague Massachusetts, on the 18th day of August 2025, and recorded with the records of location orders of said town, Book       , Page       . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

*Eversource*

Legend:

- Existing Pole
- New pole
- Primary
- Secondary
- △ Transformer

**Town of Montague, MA**  
271 Millers Falls Rd

Parcel #: 23-0-28

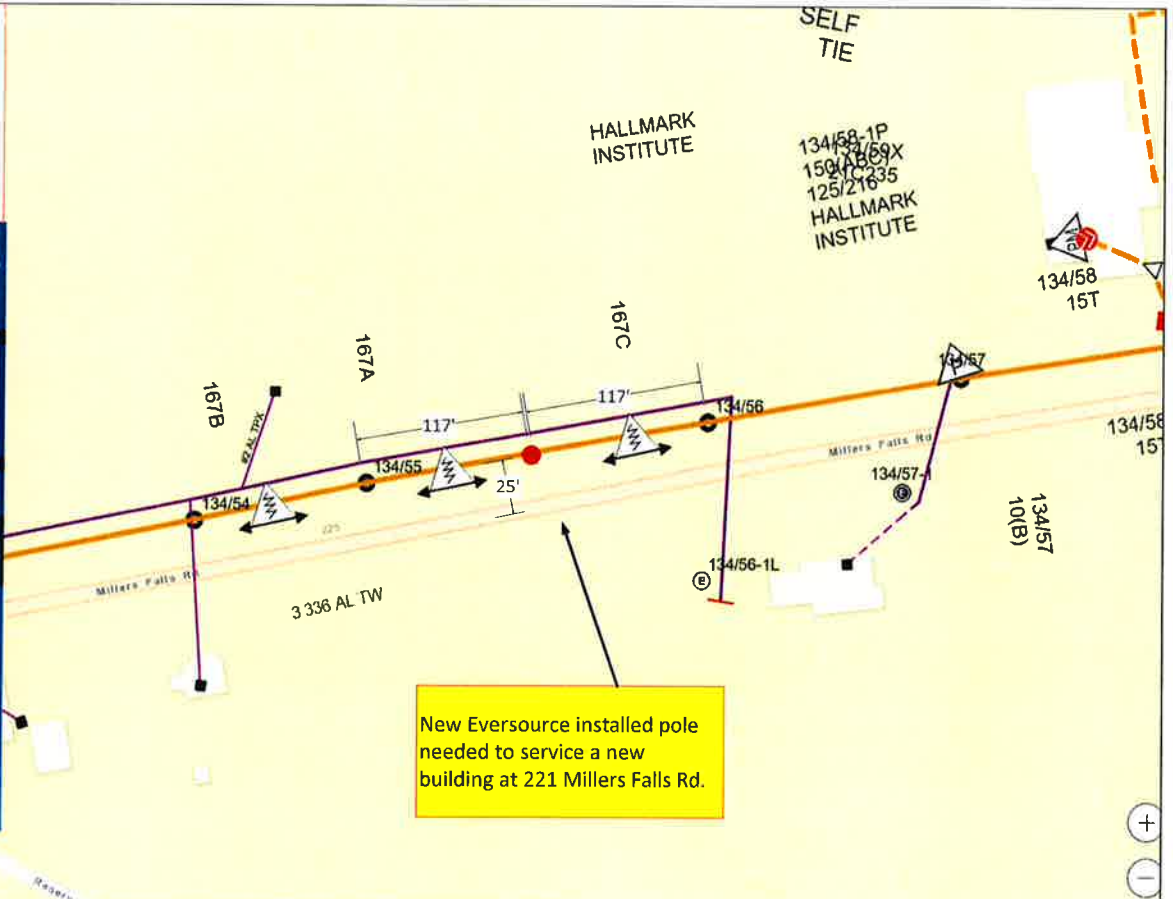
**Documents**

Project: 2023-0-28  
C:\Users\j...  
Del Map

**Properties**

Address: 271 MILLERS FALLS RD  
Parcel: 23-0-28  
Owner: JAMES A. HADLEY JR.  
Owner Address: 271 MILLERS FALLS RD  
Owner City: MONTAGUE  
Owner State: MA  
Owner Zip: 01469  
Permit Number: 23-0-28  
Permit Date: 05-01-25  
Permit Type: ELEC  
Last Modified: 05-01-25  
Last Modified By: JAMES A. HADLEY JR.  
Last Modified Date: 05-01-25  
Permit: 23-0-28  
View: 23-0-28

Scale: 1: 1,137



**EVERSOURCE**



Designer: David Meagher

Addr: 221 Millers Fall Rd

Town: Montague

EC:

WO: 21008639

Tel: 413-585-1828

Ckt:

Pole: 134/55M

AWC: Hadley

Sh

Sht 1 of 1

FWO:

Date: 5/28/2025

Pri V: 13.8

Scale: NTS

New 3ph UG service

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

4B

To the Board of Selectmen of the Town of **Montague**, Massachusetts

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

request permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

**Eversource to install a new midspan pole to alleviate a large span length and resolve service issues at 94 Federal St.**

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked – **20777291**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE ENERGY

By David Meagher  
Electric Service Designer

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette  
Manager Right-of-Way

Dated this 19th day of May, 2025

## ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

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

Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated May 19, 2025.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **20777291** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

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

### **Purpose and Description:**

Eversource to install a new midspan pole to alleviate a large span length and resolve service issues at 94 Federal St.

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

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of MONTAGUE, Massachusetts held on the 18th day of August, 2025.

\_\_\_\_\_  
Clerk of Selectmen - Marina Goldman

We hereby certify that on August 18, 2025, at 6:30PM o'clock M, at 1 Avenue A, Turners Falls, MA a public hearing was held on the petition of EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
Matthew Lord

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

\_\_\_\_\_  
Marina Goldman

Board of Selectmen Town of Montague  
Massachusetts.

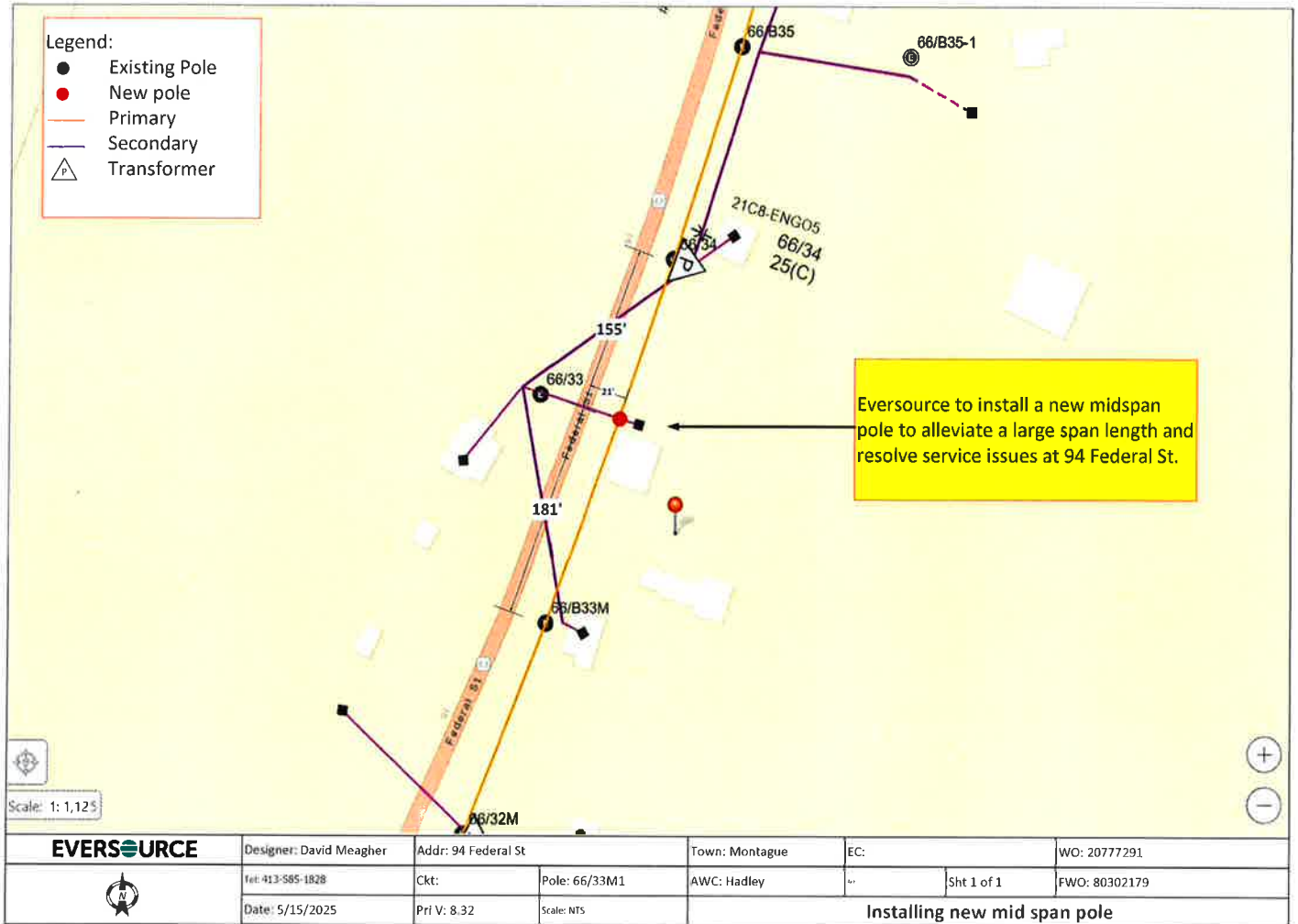
#### CERTIFICATE


I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague Massachusetts, on the 18th day of August 2025, and recorded with the records of location orders of said town, Book       , Page       . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

Town



<b>EVERSOURCE</b>	Designer: David Meagher	Addr: 94 Federal St	Town: Montague	EC:	WO: 20777291
	Tel: 413-585-1828	Ckt:	Pole: 66/33M1	AWC: Hadley	Sht 1 of 1
	Date: 5/15/2025	Pri V: 8.32	Scale: NTS	Installing new mid span pole	
					FWO: 80302179

## PETITION FOR POLE AND WIRE LOCATIONS

To the Board of Selectmen of the Town of **Montague**, MA

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

Eversource to install a 35' fully owned pole and span guy to help support the pole line going down Norman Cir. This request is due to a broken tree guy. Minor tree trimming may be required.

202 Millers Falls Road, Turners Falls, MA

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked - **21677687**

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

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By David Meagher  
Electric Service Designer FQ

Dated July 14, 2025



I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Montague, Massachusetts held on the 18<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
Clerk of Selectmen Marina Goldman

We hereby certify that on August 18, 2025, at 6:30PM o'clock , at 1 Avenue A, Turners Falls, MA a public hearing was held on the petition of EVERSOURCE for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
Matthew Lord

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

\_\_\_\_\_  
Marina Goldman

Selectmen of the Town of Montague  
\_\_\_\_\_  
Massachusetts.

#### CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague, Massachusetts, on the 18<sup>th</sup> day of August 2025, and recorded with the records of location orders of said town, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

Town



## ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

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

Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED: that EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated June 11, 2025.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **19140794** filed with and made a part of said petition. There may be attached to said poles by EVERSOURCE ENERGY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

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

### **Purpose and Description:**

Eversource reconductor project that is planned to improve reliability and protection in the area. The new conductor that will be installed is heavier and it requires shorter spans and relocation of poles from out of the ROW at **Dry Hill Rd.**

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

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of MONTAGUE, Massachusetts held on the 18th day of August, 2025.

\_\_\_\_\_  
Clerk of Selectmen Marina Goldman

We hereby certify that on August 18, 2025, at 6:30PM o'clock M, at 1 Avenue A, Turners Falls MA a public hearing was held on the petition of EVERSOURCE ENERGY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
Matthew Lord

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

\_\_\_\_\_  
Marina Goldman

Board of Selectmen Town of Montague  
\_\_\_\_\_  
Massachusetts.

#### CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Montague Massachusetts, on the 18th day of August 2025, and recorded with the records of location orders of said town, Book       , Page       . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

Town

## PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen of the Town of **Montague**, Massachusetts

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

request permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

Eversource reconductor project that is planned to improve reliability and protection in the area. The new conductor that will be installed is heavier and it requires shorter spans and relocation of poles from out of the ROW at **Dry Hill Rd.**

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked – **19140794.**

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE ENERGY

By Brian Nguyen  
**Leidos Distribution Engineer**

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette  
**Manager Right-of-Way**

Dated this 11th day of June 2025



December 10, 2024

To whom it may concern...

My name is Brian Nguyen, I am a distribution engineer for Leidos. I am writing on behalf of Eversource regarding plans to set multiple new utility poles and relocate existing utility poles in Montague, MA.

The new pole sets are part of an Eversource reconductor project that is planned to improve reliability and protection in the area. The new conductor that will be installed is heavier and it requires shorter spans and relocation of poles from out of ROW. Due to the shorter spans required, Eversource plans to install or relocate the following poles. Note along with these poles, other utility poles in Montague, MA are also planned to be replaced in place.

The new proposed pole installations are as follows:

- Pole 51/20M-Located on Dry Hill Rd, Located between (E) P67/B71 & (E) P51/21
- Pole 51/21M-Located on Dry Hill Rd, Located between (E) P51/21 & (E) P51/22
- Pole 51/23M-Located on Dry Hill Rd, Located between (E) P51/B23 & (E) P51/24
- Pole 51/29M-Located on Dry Hill Rd, Located between (E) P51/29 & (E) P51/30
- Pole 51/31S-Located on Dry Hill Rd, Located across from (E) P51/31
- Pole 51/32M-Located on Dry Hill Rd, Located between (E) P51/B32 & (E) P51/33
- Pole 51/33M-Located on Dry Hill Rd, Located between (E) P51/33 & (E) P51/B34
- Pole 51/34M-Located on Dry Hill Rd, Located between (E) P51/B34 & (E) P51/B35
- Pole 51/36M-Located on Dry Hill Rd, Located between (E) P51/36 & (E) P51/B37
- Pole 51/37M-Located on Dry Hill Rd, Located between (E) P51/B37 & (E) P51/38
- Pole 51/39M-Located on Dry Hill Rd, Located between (E) P51/39 & (E) P51/B40
- Pole 51/40M-Located on Dry Hill Rd, Located between (E) P51/B40 & (E) P51/41
- Pole 51/44M-Located on Dry Hill Rd, Located between (E) P51/44 & (E) P51/45
- Pole 51/45M-Located on Dry Hill Rd, Located between (E) P51/45 & (E) P51/46
- Pole 51/46M-Located on Dry Hill Rd, Located between (E) P51/46 & (E) P51/47
- Pole 51/47M-Located on Dry Hill Rd, Located between (E) P51/B47 & (E) P51/B48
- Pole 51/48M-Located on Dry Hill Rd, Located between (E) P51/B48 & (E) P51/B49
- Pole 51/50M-Located on Dry Hill Rd, Located between (E) P51/B50 & (E) P51/51
- Pole 51/51M-Located on Dry Hill Rd, Located between (E) P51/51 & (E) P51/52

The proposed poles to be relocated are as follows:

- Pole 51/22 – Located on Dry Hill Rd, Relocated pole 20' East of existing location
- Pole 51/25 – Located on Dry Hill Rd, Relocated pole 15' East of existing location
- Pole 51/25S – Located on Dry Hill Rd, Relocated pole 20' East of existing location
- Pole 51/B35 – Located on Dry Hill Rd, Relocated pole 50' East of existing location
- Pole 51/38 – Located on Dry Hill Rd, Relocated pole 40' East of existing location
- Pole 51/39 – Located on Dry Hill Rd, Relocated pole 70' West of existing location
- Pole 51/41 – Located on Dry Hill Rd, Relocated pole 60' East of existing location
- Pole 51/42 – Located on Dry Hill Rd, Relocated pole 40' SouthEast of existing location
- Pole 51/44 – Located on Dry Hill Rd, Relocated pole 40' West of existing location
- Pole 51/B49 – Located on Dry Hill Rd, Relocated pole 30' NorthEast of existing location
  
- Pole 253/1 – Located on Hannabrooke Ln, Relocated pole 15' West of existing location
- Pole 253/4 – Located on Hannabrooke Ln, Relocated pole 30' South of existing location

Please refer to the sketches provided for the locations of the poles.

Please feel free to reach out to me if you have any questions or concerns regarding the new pole the project in general.

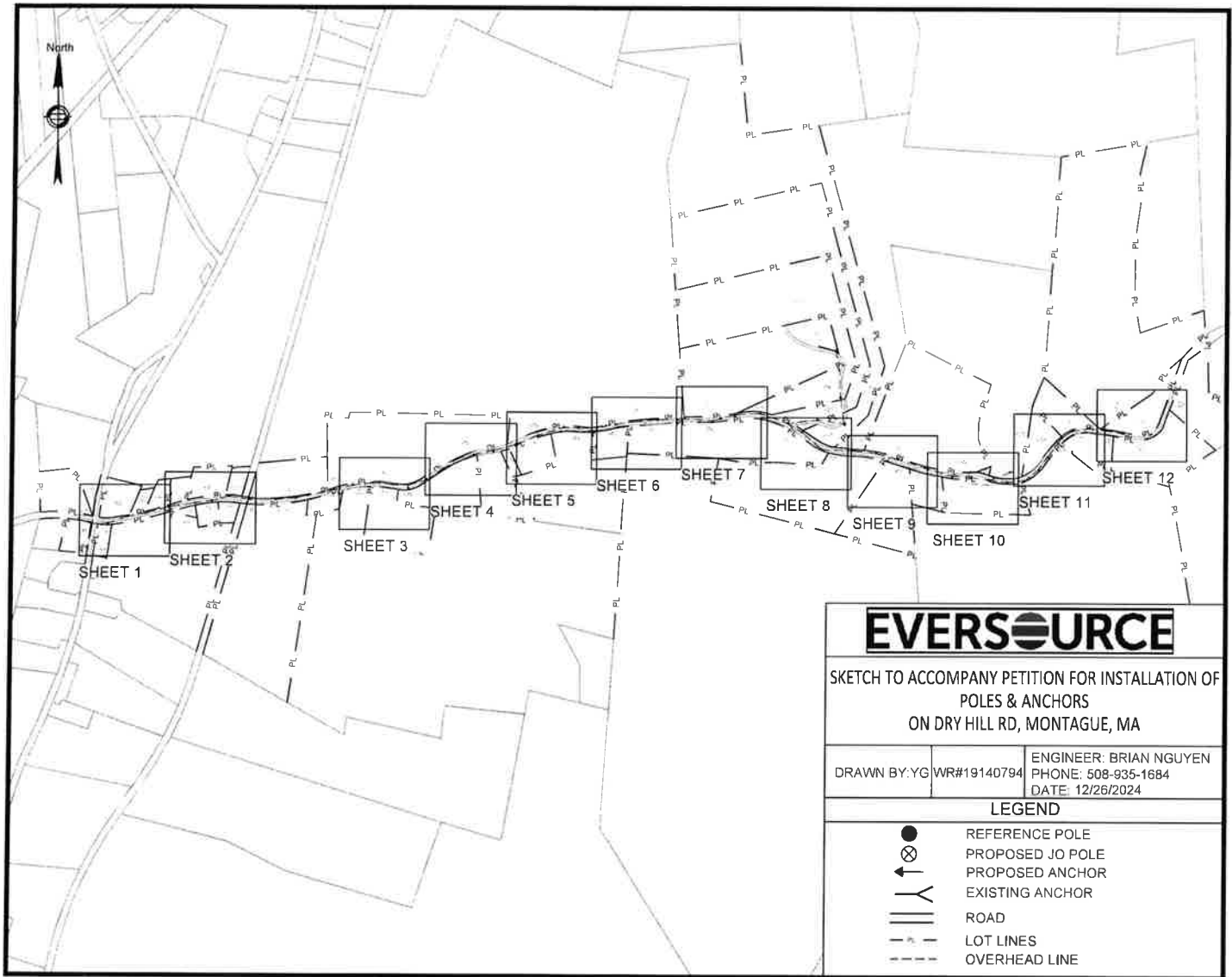
**Brian Nguyen | Leidos**

Engineering Designer | Power Delivery Services

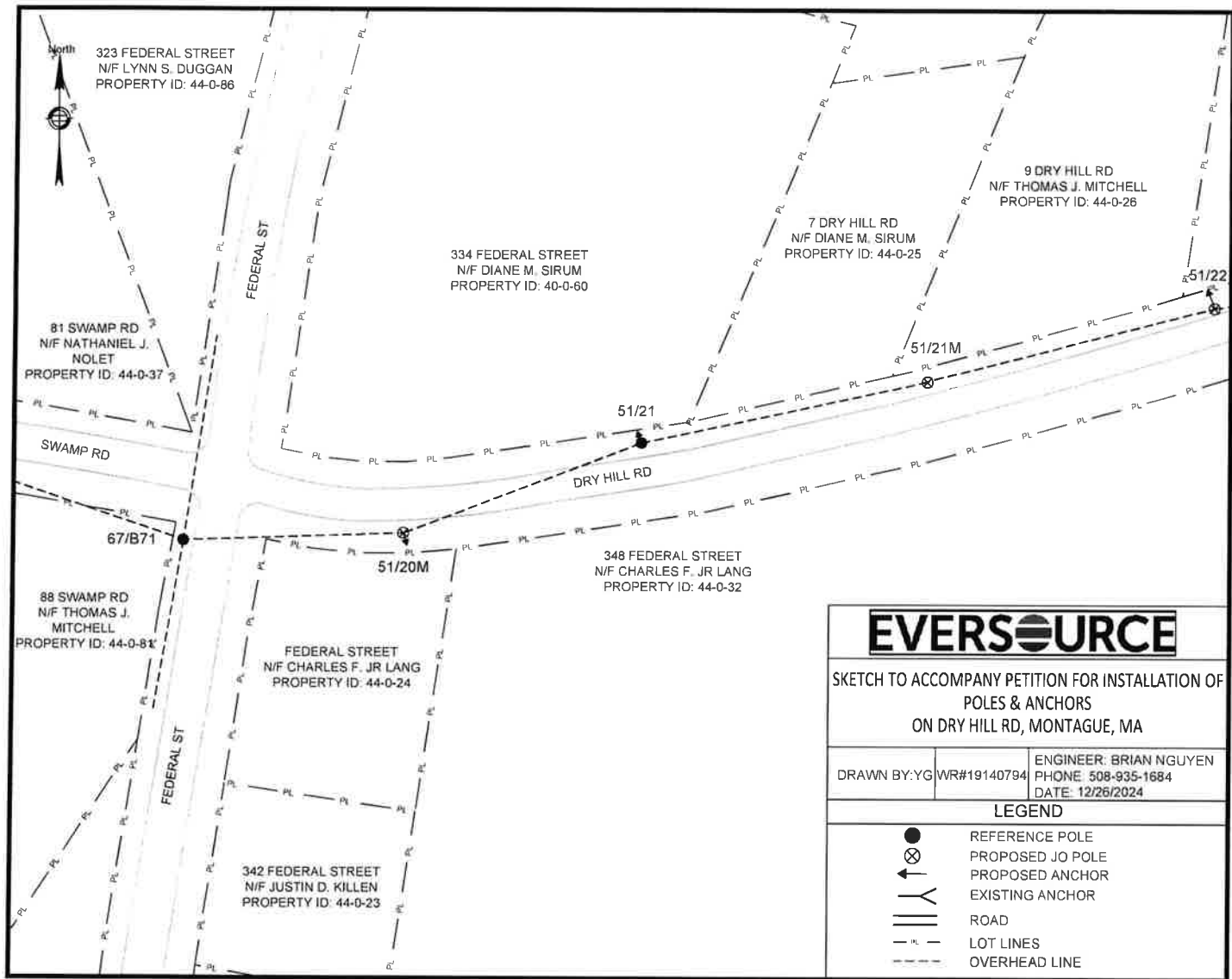
phone: 508.935.1684

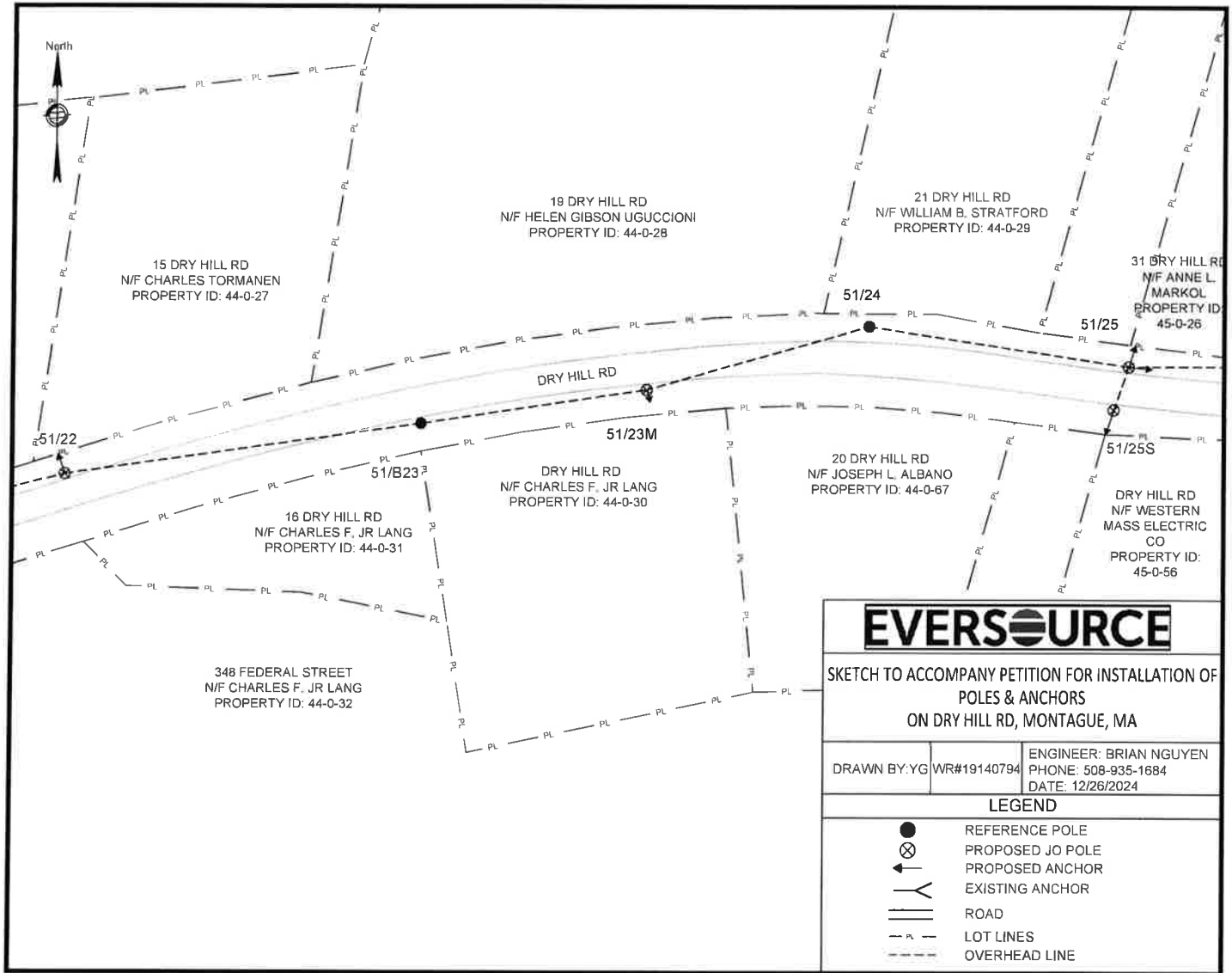
[Brian.Nguyen@leidos.com](mailto:Brian.Nguyen@leidos.com) | [leidos.com/engineering](http://leidos.com/engineering)

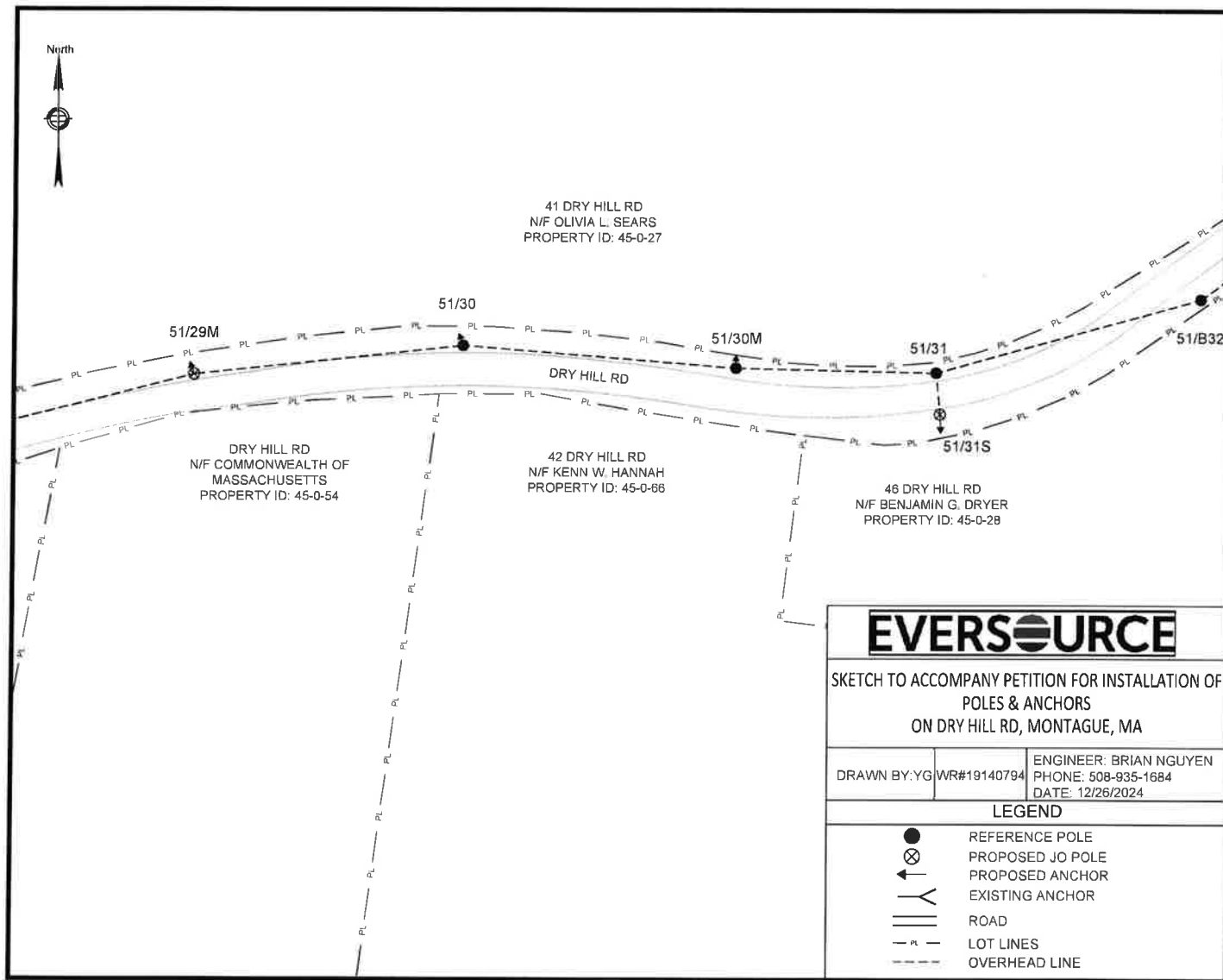
*Brian Nguyen*

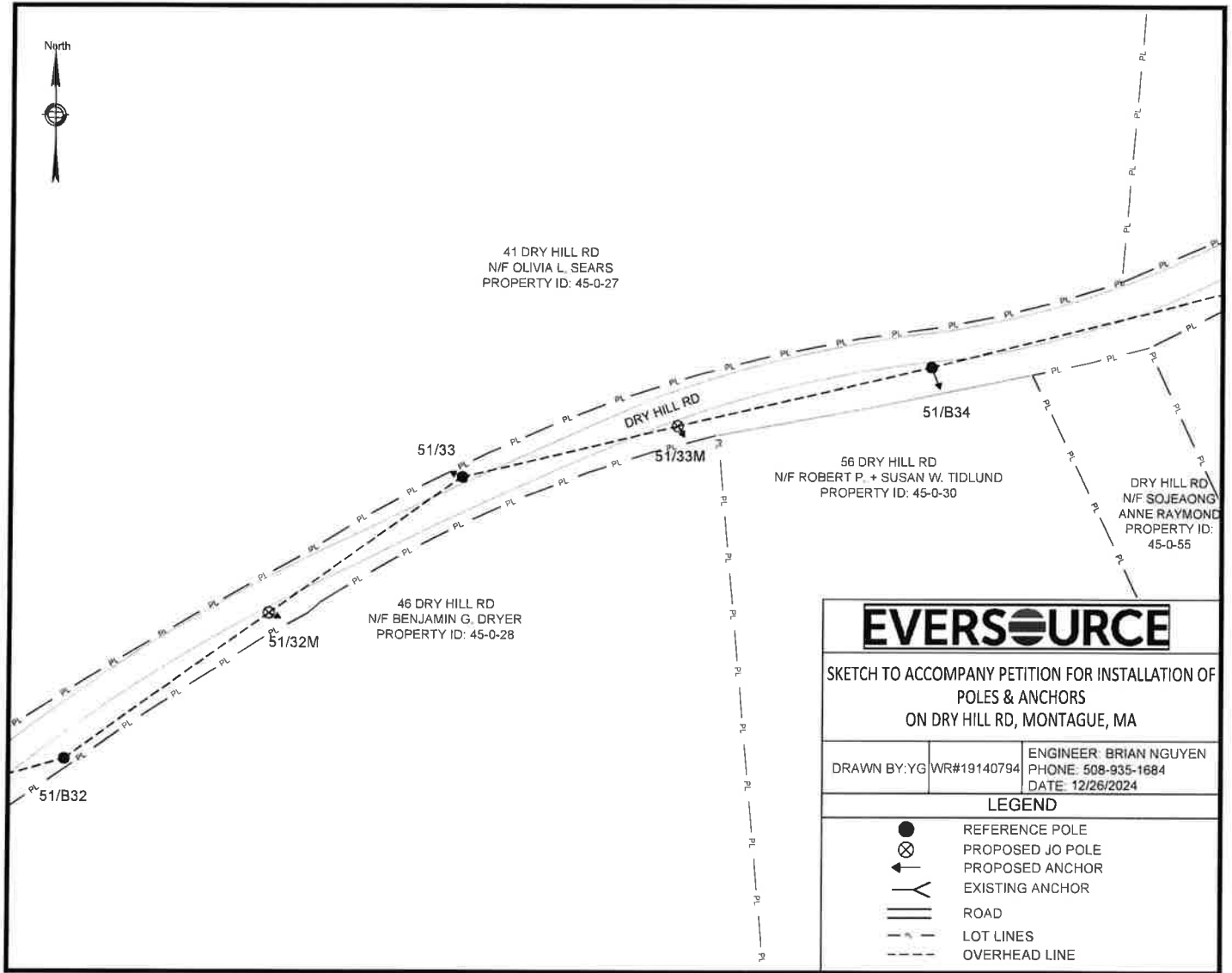


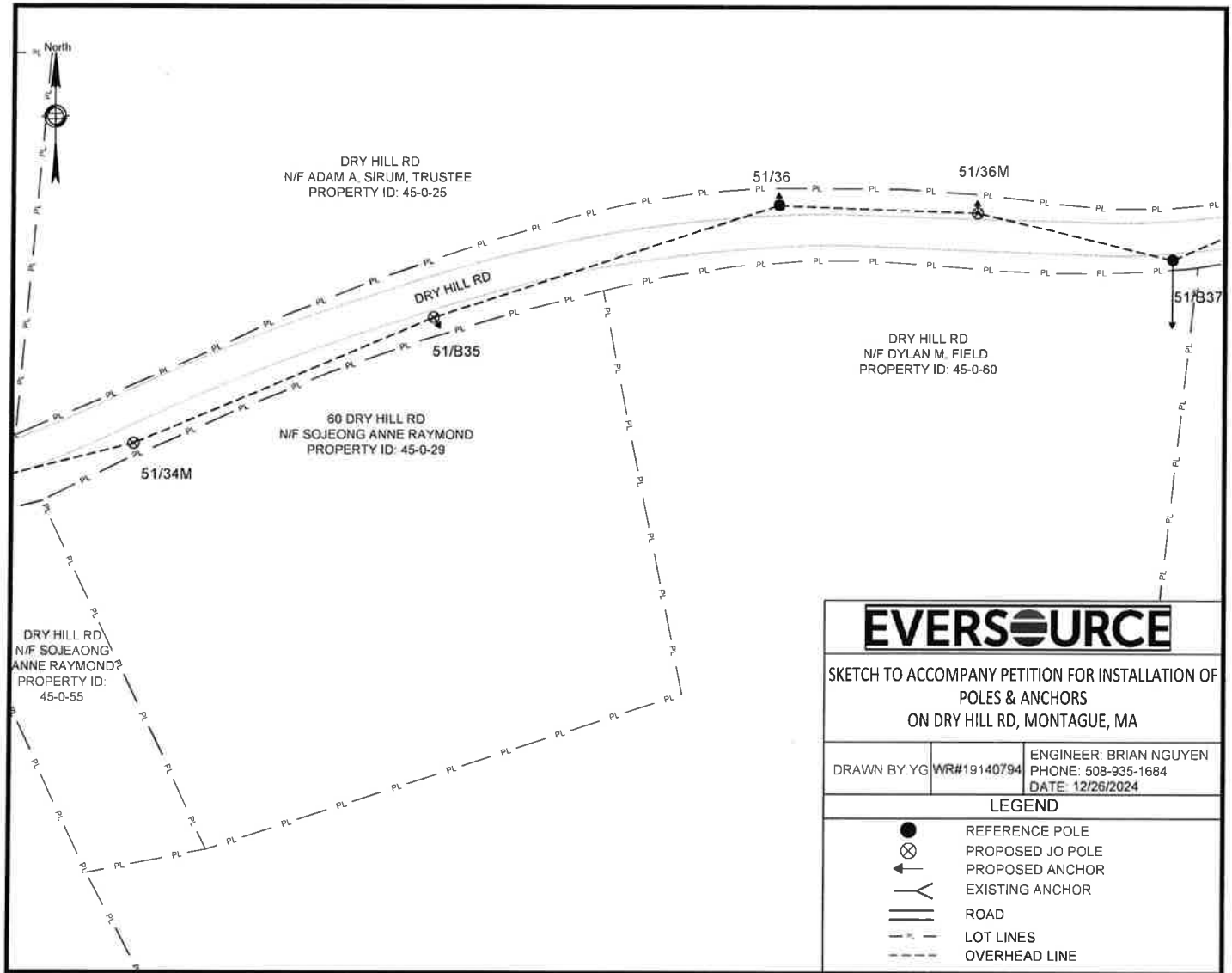


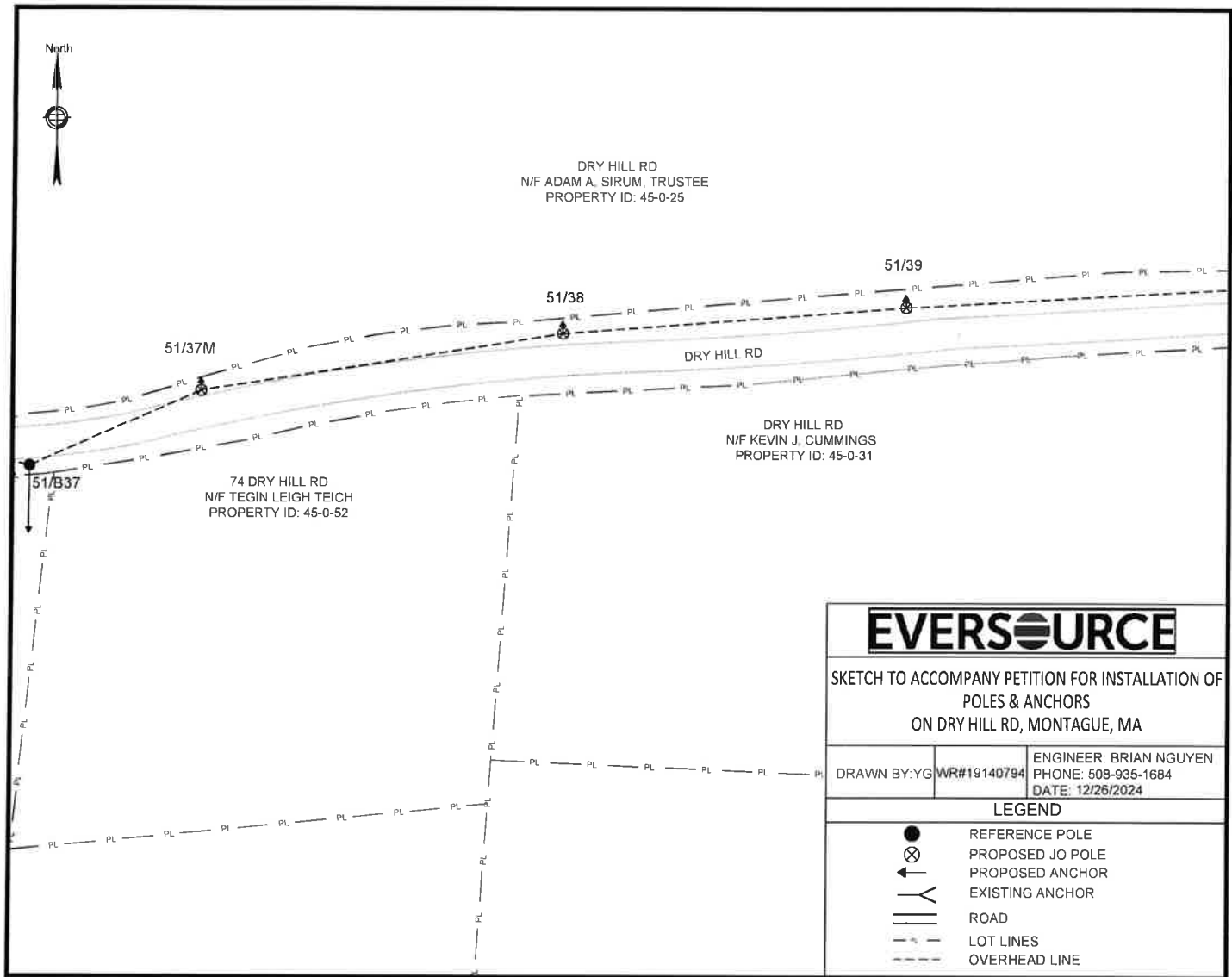


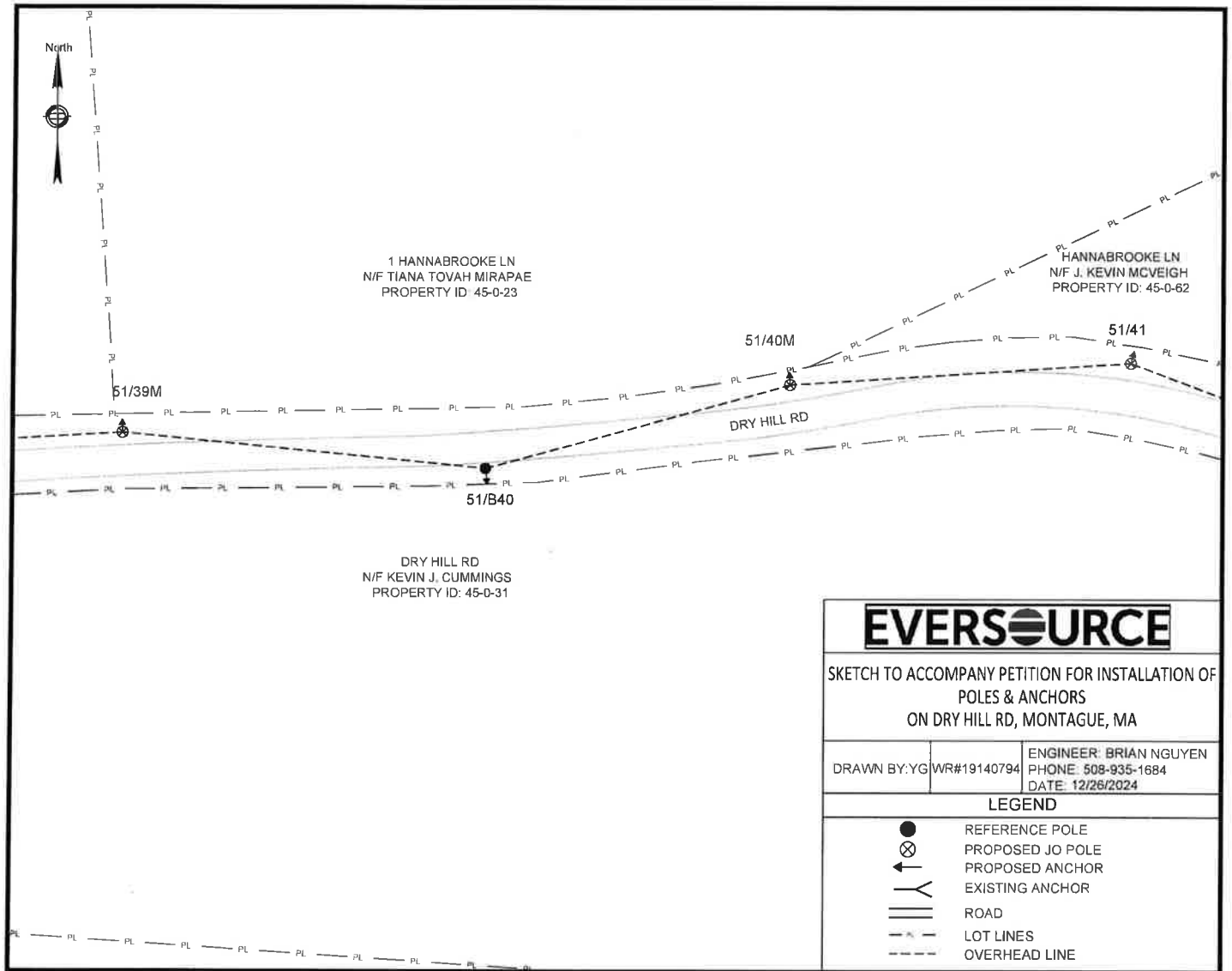


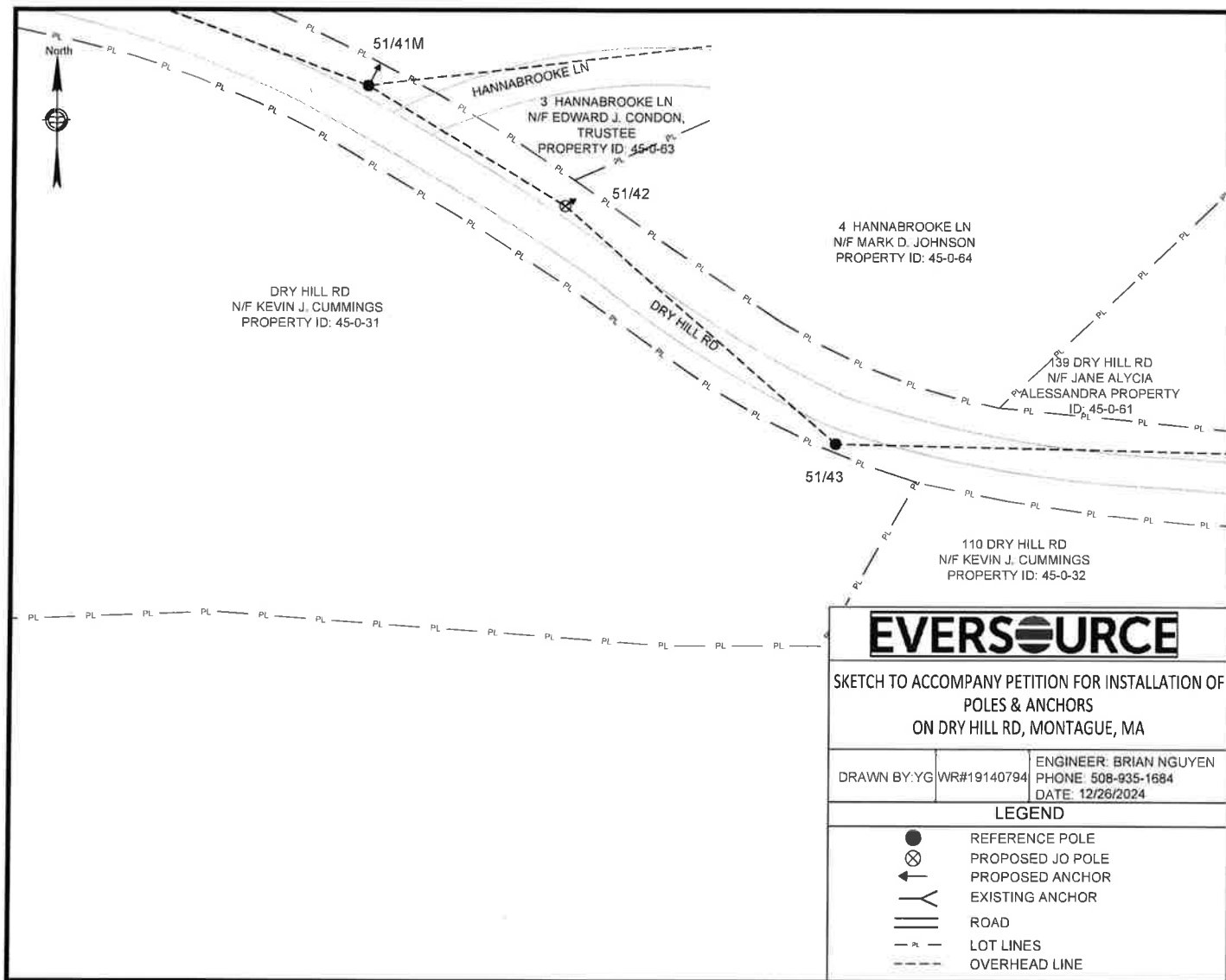




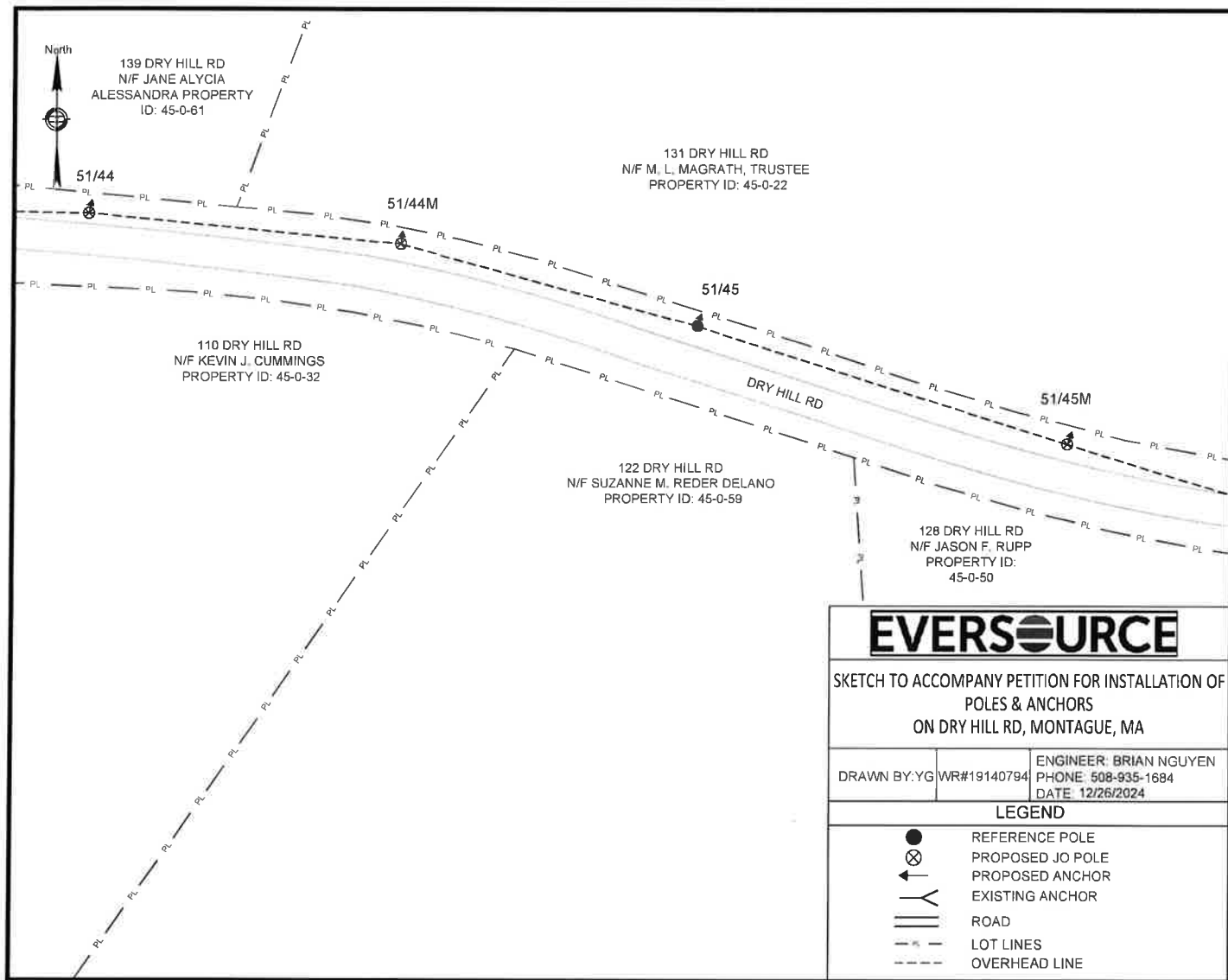


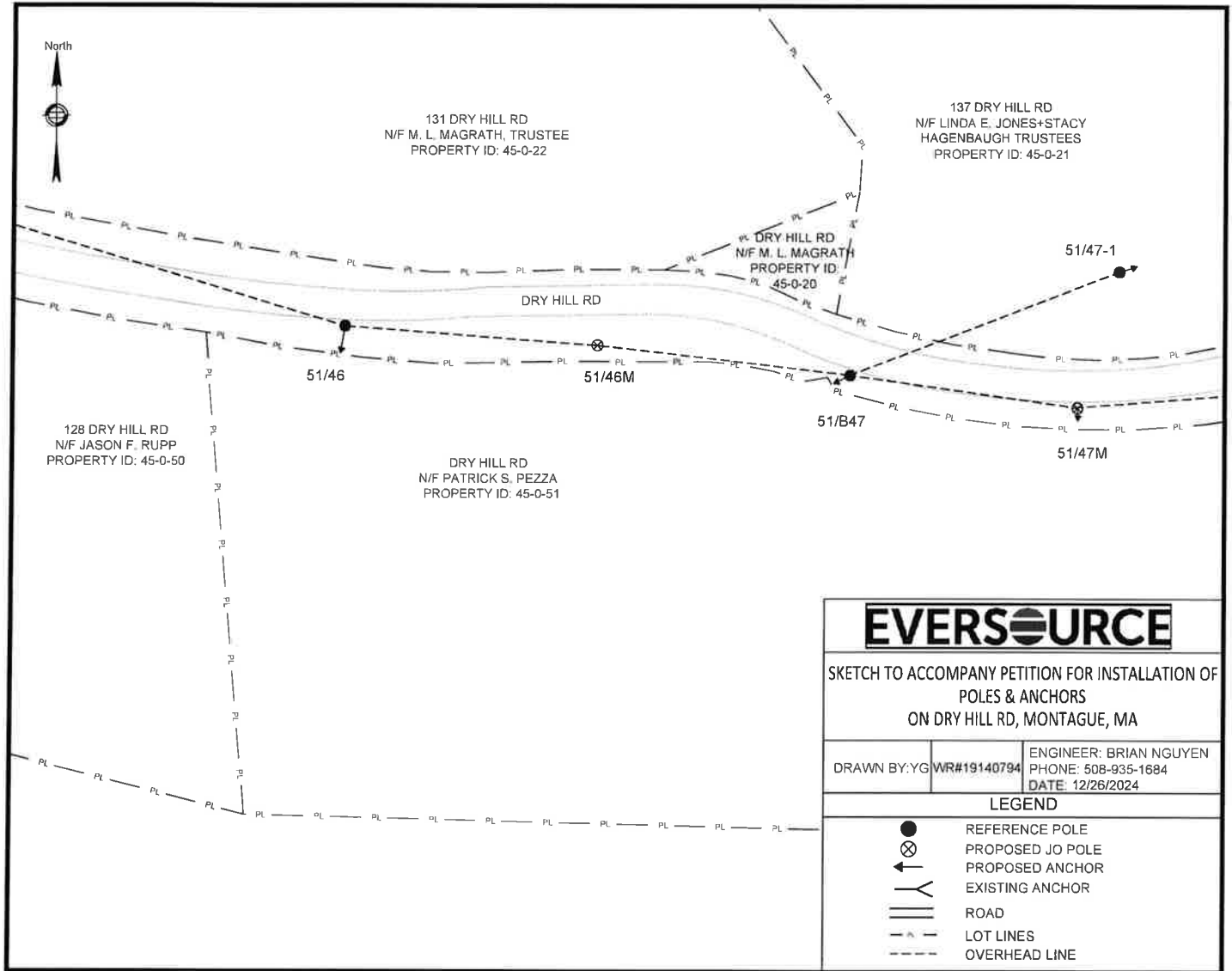


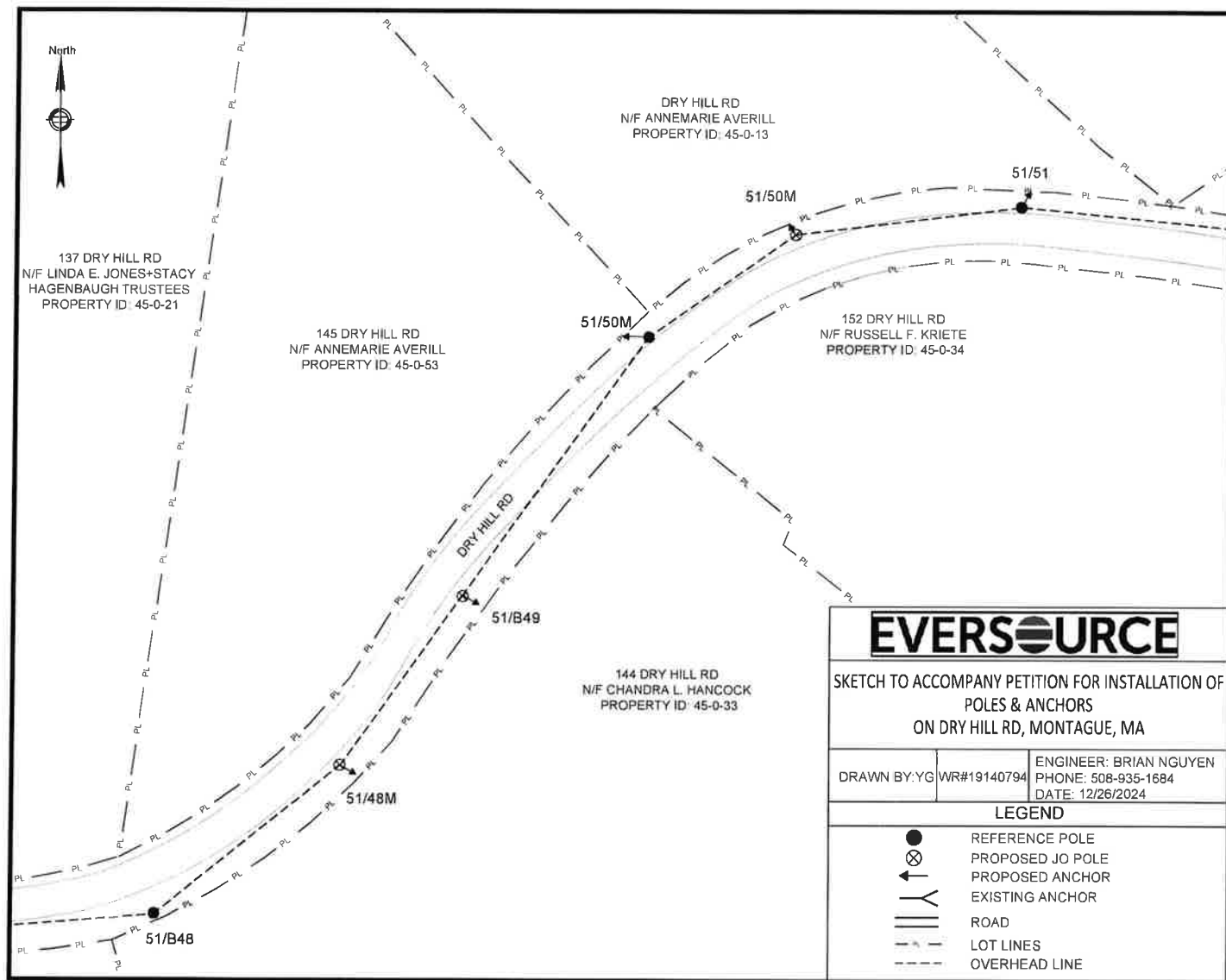


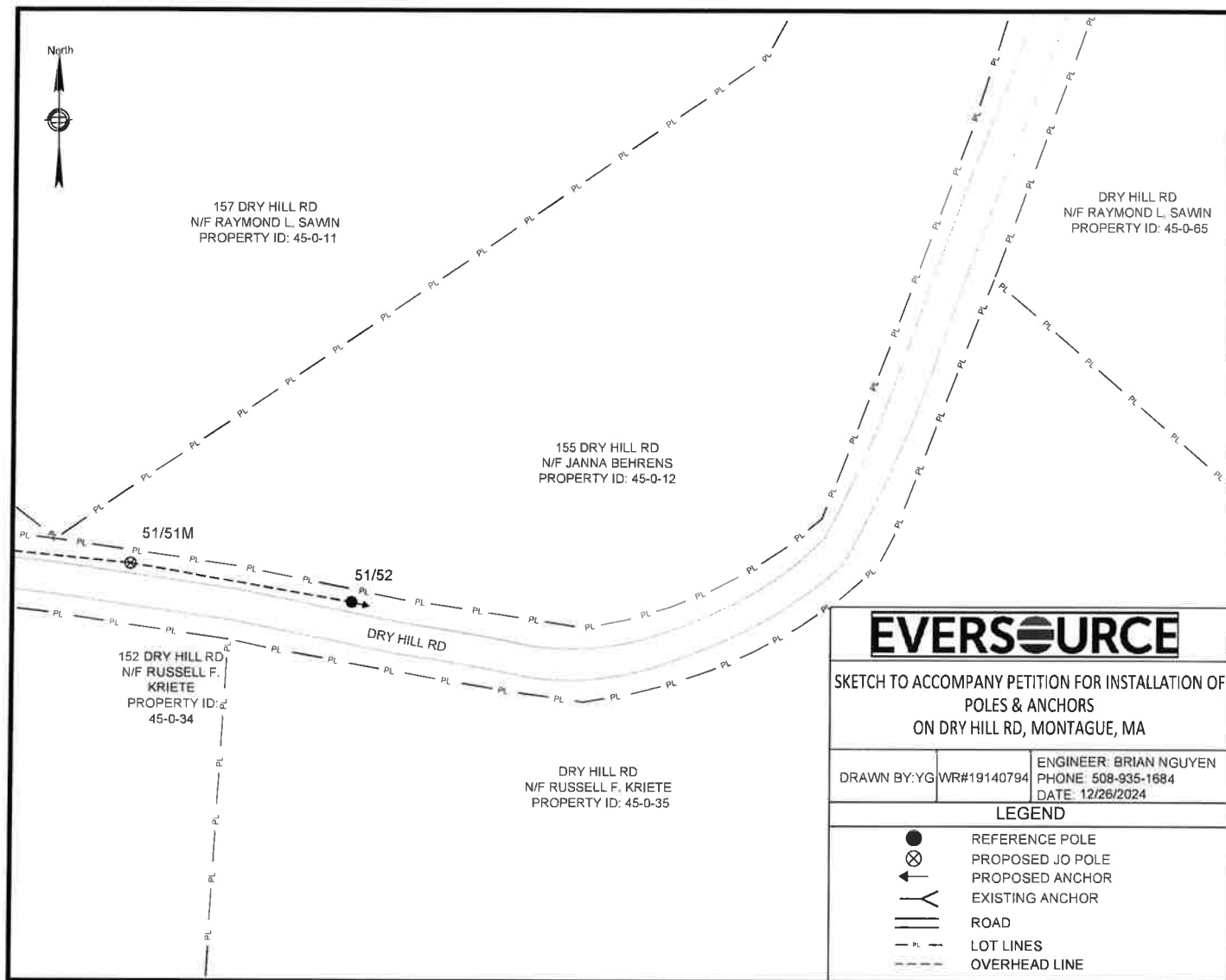












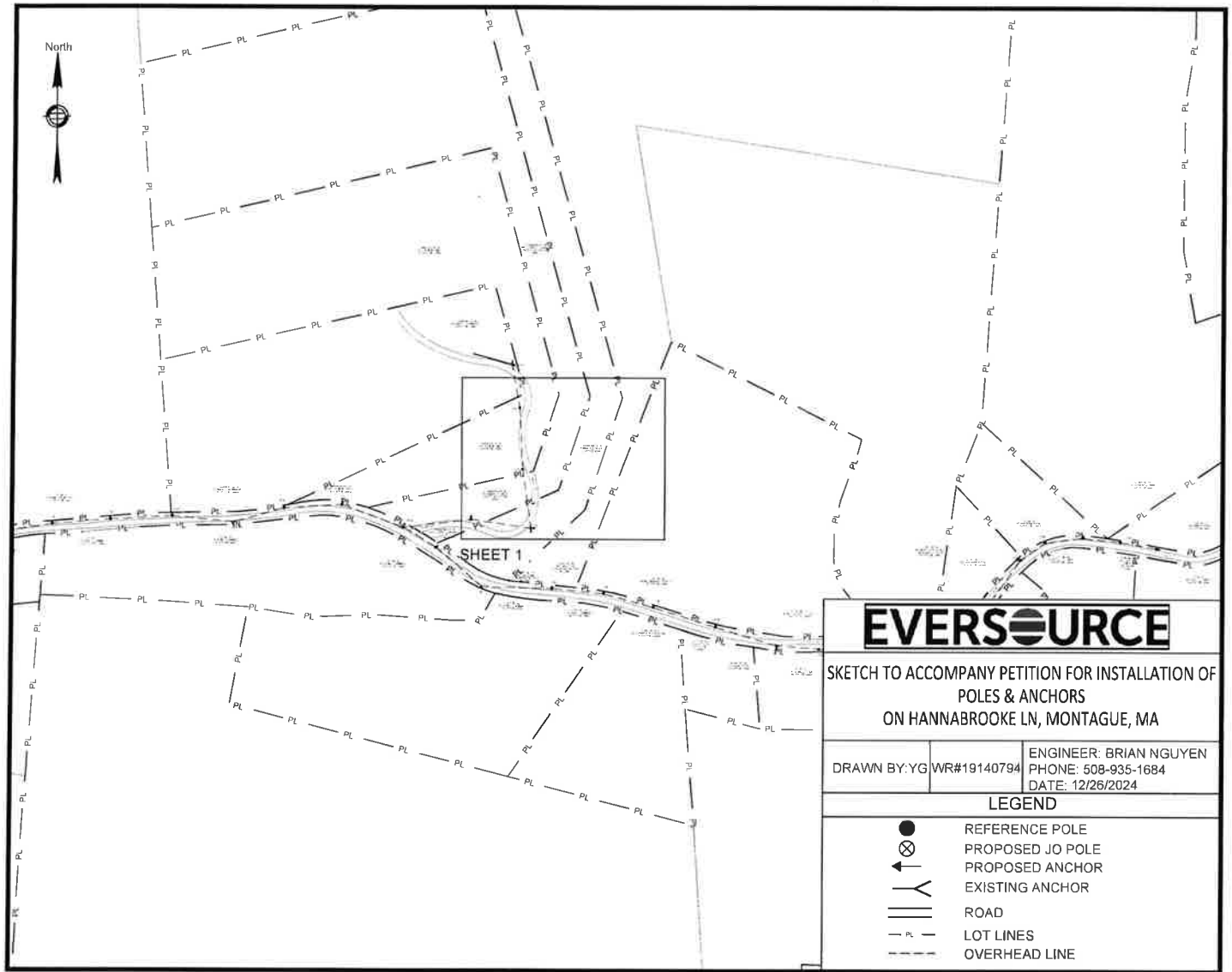
**EVERSOURCE**

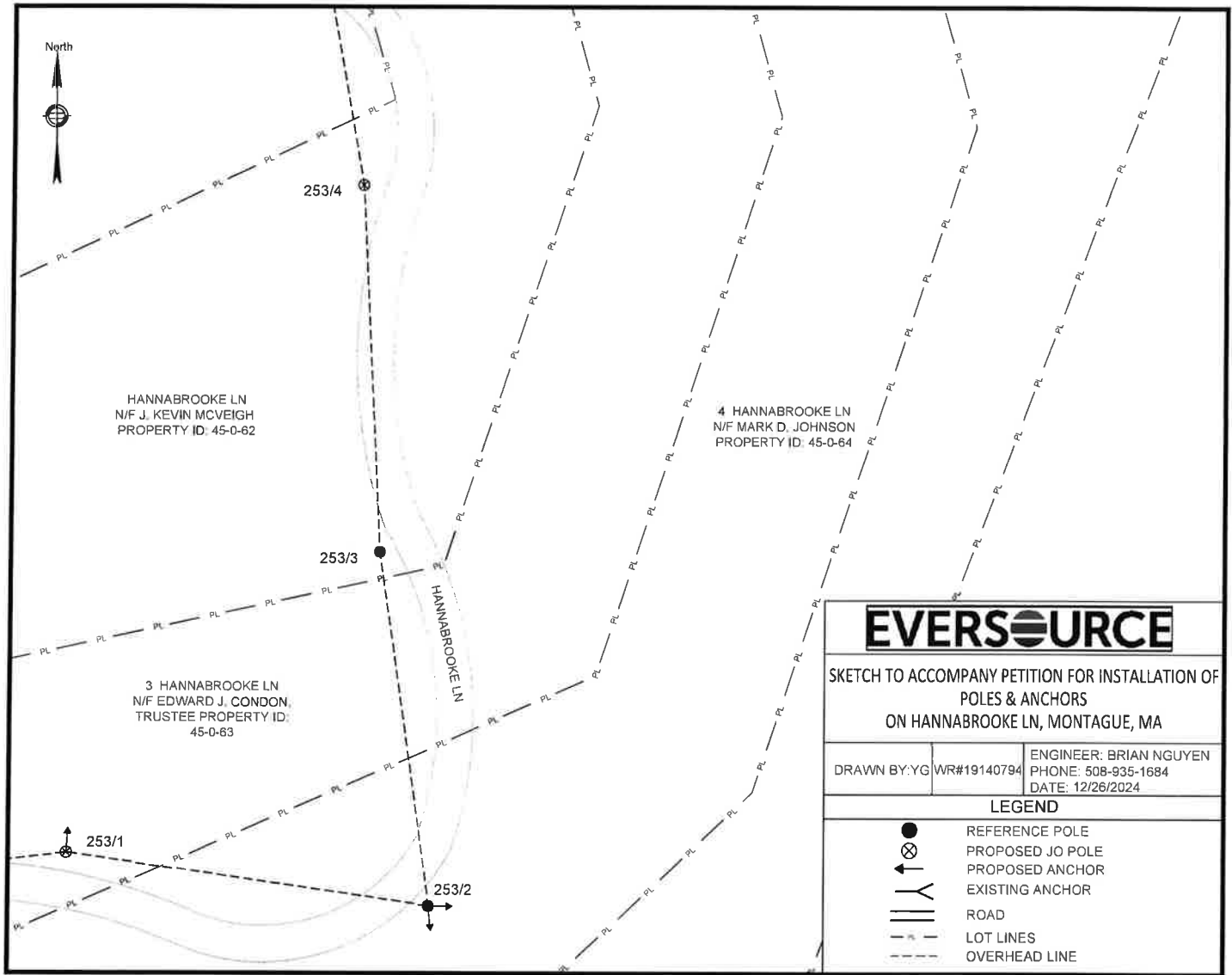
SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF  
POLES & ANCHORS  
ON DRY HILL RD, MONTAGUE, MA

DRAWN BY: YG	WR#19140794	ENGINEER: BRIAN NGUYEN
		PHONE: 508-935-1684
		DATE: 12/26/2024

**LEGEND**

- |  |                  |
|--|------------------|
|  | REFERENCE POLE   |
|  | PROPOSED JO POLE |
|  | PROPOSED ANCHOR  |
|  | EXISTING ANCHOR  |
|  | ROAD             |
|  | LOT LINES        |
|  | OVERHEAD LINE    |





**EVERSOURCE**

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF  
POLES & ANCHORS  
ON HANNABROOKE LN, MONTAGUE, MA

DRAWN BY: YG








WR#19140794

ENGINEER: BRIAN NGUYEN

PHONE: 508-935-1684

DATE: 12/26/2024

**LEGEND**

-  REFERENCE POLE
-  PROPOSED JO POLE
-  PROPOSED ANCHOR
-  EXISTING ANCHOR
-  ROAD
-  LOT LINES
-  OVERHEAD LINE

5A



## Board of Selectmen Town of Montague

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

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

Name of applicant Suzanne Lomanto

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

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

Address 1 Avenue A

Contact phone 413-863-3200 ext. 115 Contact email riverculture@montague-ma.gov

FID \_\_\_\_\_

Dates of proposed event 9/13/25 Location: Peskeompskut park

Hours noon - 4pm Set Up: 11am Clean Up: 4-5pm

Approximate number of people expected to attend 40

What provisions will be made regarding clean up of site? Josh Burkett  
(+) Riverculture  
director

Will the proposed event be:

- ☒ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☐ Other \_\_\_\_\_

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

Music Festival curated by  
Josh Burkett

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

music in the bandshell  
10-8 acts

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

Will vendors be selling:

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

NO

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

none

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

none. Small event. festival goers  
will park in the food city lot.

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

first aid kit is in ~~the~~ on site

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

If so, at which locations?

NO

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

N/A

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



Signature of applicant \_\_\_\_\_

Date \_\_\_\_\_

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Date: 8-11-25

BOARD OF HEALTH – Approval / Comments

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**TOWN OF MONTAGUE**  
**Special and One Day License – Application Form**  
(M.G.L. Ch. 138 S. 14)

CHECK ONE

☒

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

☐

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: Friday September 26<sup>th</sup> 2025

1. Full name, address and phone number(s) of the organization making this application:  
Grace O'Connell-Bach, 9A Glenwood Rd, Somerville MA 02145  
(860) 876-6804
2. Full name, address and phone number(s) of manager who shall be responsible for the license:  
Grace O'Connell-Bach, 9A Glenwood Rd, Somerville MA 02145  
(860) 876-6804
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.  
YES \_\_\_\_\_ NO ☒
4. Nature of Event Rehearsal dinner Number of Attendees 80
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES \_\_\_\_\_ NO ☒
6. Location where event shall be held: Montague Retreat Center, 177 Ripley Rd, Montague
7. Has the approval of the property owner been obtained? YES ☒ NO \_\_\_\_\_
8. Exact times of the license: FROM 4 o'clock AM/PM TO 10 o'clock PM AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?  
YES \_\_\_\_\_ NO ☒ If so, when? \_\_\_\_\_
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES \_\_\_\_\_ NO ☒
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? Yes Date Acquired 8/7/25 for 9/26/25

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Grace O'Connell-Bach

8/7/25

Authorized Representative and Title

Date

Office Use Only:

Date Approved: AUGUST 18 2025

# Days Permit Issued For: \_\_\_\_\_

Dates License Issued for: \_\_\_\_\_

Police Chief Signature: \_\_\_\_\_

Select Board Chair Signature: \_\_\_\_\_




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2025

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Event Helper Customer Service	
	Gaslamp Insurance Services	<b>PHONE (A/C, No, Ext):</b> (530) 477-6521	<b>FAX (A/C, No):</b>
	DBA Event Helper Insurance Services	<b>E-MAIL ADDRESS:</b> info@theeventhelper.com	
	PO Box 1549		
Grass Valley	CA 95945	<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Lloyds Syndicate 2623	<b>NAIC #</b> AA-1128623
		<b>INSURER B:</b> Lloyds Syndicate 623	AA-1126623
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	N	EH-771325-L4421047	09/26/2025 12:01 AM	09/27/2025 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES \$ 100,000
	<input checked="" type="checkbox"/> Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 80, Event Type: Weddings and Wedding Receptions. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

**CERTIFICATE HOLDER****CANCELLATION**

Montague Retreat Center 177 Ripley Rd Montague MA 01351	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 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Schedule**

Name of Additional Insured Person(s) or Organization(s):

Montague Retreat Center  
177 Ripley Rd  
Montague, MA 01351

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**The TOWN OF Montague**  
**AND**  
**FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**  
**for Age-friendly Planning**

This Memorandum of Understanding (hereinafter referred to as “Agreement”) is by and between the Town of Montague, Massachusetts (hereinafter referred to as the “Town”), having a usual place of business at 1 Avenue A, Turners Falls, MA 01376, and the Franklin Regional Council of Governments, hereinafter called “FRCOG”, doing business at 12 Olive St. Ste 2, Greenfield, MA 01301. This agreement is effective as of July 1, 2025 or date of last signature, whichever is later.

Whereas the FRCOG proposes to engage the Town for the completion of the tasks outlined in Article 2 – Scope of Services.

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

**ARTICLE 1 ENGAGEMENT OF THE TOWN**

The FRCOG hereby engages the Town and the Town hereby accepts the engagement to perform services in connection with the preparation and completion of the tasks specified in the Scope of Services identified in Article 2.

The FRCOG may terminate this Agreement for nonperformance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from the FRCOG to the Town that the Agreement or any portion thereof is to be terminated, the Town shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Town and shall transmit the same to the FRCOG on or before the fifteenth (15th) day following the receipt of the written notice of termination together with evaluation of the cost of the work performed. The Town shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the FRCOG.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

**ARTICLE 2 – SCOPE OF SERVICES of THE TOWN**

- a. Hire a facilitator to implement the Digital Equity for Seniors project, including: formal computer classes with laptops for the learners, regular tech help sessions, and public use computers at the senior center. The classes and the tech sessions will address areas of importance identified in year 1 of the Mass in Motion initiative: communication and reduction of isolation (e-mail, face-time, sharing photos and information), access to health care (portals), access to benefits and services (e.g. social security and Medicare), independence at home (on-line banking and retail).
- b. Convene small work group to work with town staff as needed to ensure that town planning and projects meet the needs of older adults. Work group may include the Selectboard, Council on Aging, older adults, Board of Health, Public Library, Planning Board. We are especially interested in the participation of anyone with lived experience of disability, discrimination, and/or food insecurity.
- c. Attend trainings and meetings organized by FRCOG that support age- and dementia-friendly efforts.
- d. The town will develop a brief outreach plan (one paragraph sent by e mail to Rachel Stoler [rstoler@frcog.org](mailto:rstoler@frcog.org)) by October 1, 2025 that outlines
  - How the work group currently shares information about Mass in Motion/Age and Dementia Friendly activities with residents of the town.
  - What kinds of people the work group thinks may not be getting reached by your current systems.
  - A plan for how the work group will try to reach that extended audience in this year.

**DELIVERABLES:** Convene workgroup, meet at least three times per year, identify priority issues and root causes, strategies to address priorities, who will implement priorities, and resources to support implementation.

The Town shall perform the professional services in accordance with this Agreement. The Town shall receive prior approval from the FRCOG for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Town is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of FRCOG and any work performed without the prior written agreement of the FRCOG, shall not be considered as work under this Agreement and payment for such work will not be allowed. The Town shall complete all work as specified in this Article.

### **ARTICLE 3 – TIME OF PERFORMANCE**

The time period covered under this agreement is from final signature - May 31, 2026.

### **ARTICLE 4 RESPONSIBILITIES OF THE FRCOG**

FRCOG staff will provide guidance and support to Town throughout the planning process and with the identification of resources to support implementation.

FRCOG staff will inform the Town of free training on topics related to age and dementia-friendly work as it becomes available.

FRCOG will provide up to \$4230 for the term to support Town's age and dementia-friendly planning and implementation.

## **ARTICLE 5 PAYMENTS**

The Town shall be compensated on a cost reimbursement basis for services to be performed under this Agreement.

First class transportation and alcohol expenses are prohibited.

Payment will be made after the submission of an invoice in accordance with this section and the Scope of Services and typically within two weeks after receipt of invoice from the Town. Invoices should document periods or dates of service, staffing, hourly rates and description of services rendered. Backup invoices must be attached for reimbursement of any direct costs. A report from the town accountant or treasurer demonstrating proof that the town has expended the funds is required. **All activities and purchases must be concluded in time for that proof to be submitted to FRCOG by the June 15 deadline.** We cannot reimburse for sales tax.

The final invoice for this project shall be submitted to the FRCOG no later than June 15, 2026.

The amount to be paid to the Town in this Agreement shall in no event exceed **\$4,230** for the term of the MOU.

The FRCOG pays vendors by Electronic Funds Transfer (EFT) and will require completion of an enrollment form for direct payment of invoiced amounts to the Town's bank account with the signed contract.

## **ARTICLE 6 OWNERSHIP OF WORK PRODUCT**

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, creative materials and other information prepared by the Town under this Agreement. No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this Agreement is public property and cannot be copyrighted.

## **ARTICLE 7 SEVERABILITY & APPLICABLE LAW**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

## **ARTICLE 8 AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

## **ARTICLE 9 ASSIGNABILITY**

The Town shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the FRCOG. No subcontract may be awarded by the Town, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the FRCOG.

## **ARTICLE 10 - CONFLICT OF INTEREST**

No officer, employee, agent, or member of FRCOG or the Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or the Town, whether such interest is direct or indirect. FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

## **ARTICLE 11 NON DISCRIMINATION**

The Town shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

## **ARTICLE 12 INDEMNITY and INSURANCE**



The Town shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town's performance under this agreement but only to the extent and in an amount the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L.c. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The Town shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts

#### **ARTICLE 13 FORCE MAJEURE**

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

#### **ARTICLE 14 GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

#### **ARTICLE 15 – VIOLATION OF LAW**

The Town shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

#### **ARTICLE 16 – AVAILABILITY OF FUNDS**

The compensation provided by this Agreement is subject to the continued availability of grant funds and the continued availability of any other funds anticipated or earmarked for the work hereunder.

#### **ARTICLE 17: MARGINAL HEADINGS, PRONOUNS**

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

#### **ARTICLE 18- - ENTIRE UNDERSTANDING**

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the dates written below:

For the TOWN OF Montague:

_____	August 18, 2025
NAME Matthew Lord	Signature Date
TITLE Selectboard Chair	

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

_____	_____
Linda Dunlavy	Signature Date
Executive Director	

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator [civilrights@frcog.org](mailto:civilrights@frcog.org) .

For FRCOG Use Only

Contract Reviewed by Procurement: lgp 7/25/25 Finance: cem 7/25/25 Grant Line # 04-673-5211  
Initial Initial



**TOWN OF  
MONTAGUE  
MASSACHUSETTS**

TOWN HALL  
One Avenue A  
Turners Falls, MA 01376

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

**MEMORANDUM**

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

**FROM: Planning Board**

**RE: Planning Board Recommendation: Discontinue & abandon Burek Drive as a Public Way; and Accept Burek Drive as a Public Way as layout on plan**

**DATE: August 14, 2025**

---

At its July 22, 2025 meeting, sitting Planning Board members included: Ron Sicard, Chair, Liz Irving, Samuel Guerin, and Sage Winters. Planning Board member George Cooke recused himself from this agenda item, as his company prepared the plan.

Planning Board reviewed the following materials submitted:

- Selectboard Referral Email to Planning Board, dated June 17, 2025;
- Memo “Re: Burek Drive”, prepared by Attorney George L. Goodridge c/o of David J. Leh, Trustee of Leh Family Trust, dated June 2, 2025;
- Exhibit A: 1969 Town Meeting Vote to Accept Burek Drive as a Public Way;
- Exhibit B: Survey illustrating the extent of layout discrepancy of Burek Drive;
- Exhibit C: Waiver of Damages
  - Waiver of Damages, signed by David J. Leh, Trustee of the Leh Family Realty Trust, dated July 21, 2025;
  - Waiver of Damages, signed by Shane V. Burek, Trustee of the Burek Family Realty Trust, dated July 22, 2025
- Plan entitled “Revised Street Acceptance Plan” Plan of Land in Montague, Massachusetts,” prepared by Harold L. Eaton and Associates, Inc., dated November 22, 2024;

Planning Board members conducted a site visit at Burek Drive at 4:30pm on July 21, 2025. The purpose of the site visit was to verify existing conditions to Burek Drive in comparison to the 1969 Town Meeting adopted public roadway layout of Burek Drive.

The Planning Board members discussed their July 21 site visit observations as follows: The constructed paved road is composed of bituminous asphalt. The constructed paved road doesn’t follow the 1969 Town Meeting adopted public roadway layout of Burek Road. There is an existing septic manhole cover on a portion of land considered within the 1969 Town Meeting adopted public roadway layout of Burek Road.

There are no physical changes proposed to the public roadway layout of Burek Drive.

In addition to the requested public roadway layout changes, representatives of the Burek Family Realty Trust and Leh Family Realty Trust request the Town to allow a 15-foot-wide sewer easement under the Revised Public Roadway Layout of Burek Drive, in favor of 4 Burek Drive (Parcel #41-0-17). Planning Board discussed the 15-foot-wide sewer easement and expressed no concerns with this request.

Planning Board Chair Ron Sicard describes the proposal which aims to correct the public roadway layout of Burek Drive, which was built in the wrong location over 56 years ago, and to provide an sewer easement under the paved road, connecting the existing septic tank at 4 Burek Drive to the existing leaching field across the paved road located on 0 North Taylor Hill Road (Parcel #41-0-16) by means of an existing sewer pipe under the paved road. There is no sewer easement on record.

The Planning Board requested the Burek Family Realty Trust and Leh Family Realty Trust to submit an updated “Revised Street Acceptance Plan” to the Planning Department, Department of Public Works, and the Selectboard to show the following:

- location of existing septic manhole cover;
- location of sewer pipe running under the paved road (revised layout location of Burek Drive); and the
- location of proposed 15-foot-wide sewer easement under the paved road (revised layout location of Burek Drive), in favor of 4 Burek Drive (Parcel #41-0-17);

Planning Board members discussed reasons why they support the requests. The 1969 Town Meeting adopted street layout does not follow the paved road as it was actually constructed. The requested public roadway layout changes aim to correct this discrepancy. There are no physical changes proposed to the public roadway layout of Burek Drive. The three affected properties and existing land uses will continue to be served by this existing public way. The three affected properties include:

- **4 Burek Drive, Parcel #41-0-14** (Owners: Burek Family Trust; John & Kathy Burek; sons: Shane Burek, Trustee of Burek Family Trust; and Joe Burek)
- **2 Burek Drive, Parcel #41-0-18** (Owners: Leh Family Realty Trust, David Leh, Trustee of the Leh Family Realty Trust; and Susan Leh)
- **0 North Taylor Hill Road, Parcel #41-0-16** (Owners: Burek Family Realty Trust & Leh Family Realty Trust)

The layout alteration will provide correct frontage for affected parcels, allowing possible future land uses to occur. The Town DPW will continue to be responsible for maintaining and repairing the public way. The Town will continue to be eligible to collect Chapter 90 funds for this public way, a short 452-foot-long dead-end street.

**MOTION:** Moved by Liz Irving to give a positive recommendation to the Selectboard to approve the following: (a) layout alteration of Burek Drive as a public way, to discontinue and abandon the said layout the parcel of land shown as “Location of Layout of Burek Drive” as Taken from Town of Montague March 22, 1969 Annual Town Meeting; (b) layout alteration of Burek Drive as a public way, to include within said layout the parcel of land shown as “Revised Layout Location of Burek Drive,” on a plan entitled “Revised Street Acceptance Plan” Plan of Land in Montague, Massachusetts,” dated November 22, 2024, and prepared by Harold L. Eaton and Associates, Inc., provided, that the said layout alteration shall be subject to a 15 feet wide sewer easement to permit the owner of 4 Burek Drive to maintain an existing sewer pipe that crosses under Burek Drive; further provided that the petitioner shall submit an updated “Revised Street Acceptance Plan” showing the location of said sewer line and easement by August 18, 2025 to the Selectboard, Town Planner, and Department of Public Works; and that the said sewer easement plan shall be approved by Town Meeting.

Seconded by Samuel Guerin. No discussion.

**Roll call Vote:**

Ron Sicard, Chair	AYE
Liz Irving	AYE
Samuel Guerin	AYE
Sage Winters	AYE

Based on July 22th Planning Board's vote and recommendations, the following entitled plan was updated and submitted on August 7:

- Plan entitled "Revised Street Acceptance Plan" Plan of Land in Montague, Massachusetts," prepared by Harold L. Eaton and Associates, Inc., dated August 7, 2025;

The updated plan, dated August 7 was shared with the Montague DPW Superintendent, Montague Center Fire Chief, Montague Public Health Director, and Montague Building Inspector.

Montague's DPW Superintendent Samuel Urkiel expressed no concerns regarding the requests and updated plan. See enclosed comments sent by Samuel Urkiel via email on August 14, 2025.

**From:** [Walter Ramsey](#)  
**To:** [Maureen Pollock](#); [r.snowhog@verizon.net](mailto:r.snowhog@verizon.net)  
**Cc:** [WendyB-Montague Selectboard](#)  
**Subject:** Burek Drive Relocation- Planning Board Hearing Request  
**Date:** Tuesday, June 17, 2025 8:48:05 AM  
**Attachments:** [Letter to Selectboard about road relocation \(1\).pdf](#)

---

Maureen and Ron,

Please be advised that last night the Selectboard took action related to the relocation of Burek Drive as requested Leh Family Realty Trust and the Burek Family Realty Trust. Legal representation from both parties were present and spoke in favor of the relocation. Relevant documents are attached.

Specifically the Selectboard voted its *intention to lay out the revised public way layout for Burek Drive, as shown on a plan entitled "Revised Street Acceptance Plan: Plan of Land in Montague, Massachusetts," dated November 22, 2024, prepared by Harold L. Eaton and Associates, Inc., and to forward this vote and the plan to the Planning Board for its comments and recommendation pursuant to G.L. c. 41, §§81G and 81I.*

Please hold the requisite public hearing and provide a written recommendation at your earliest convenience. The applicants are hoping to have this relocation approved at a Fall Special Town Meeting.

Thank you.

Walter Ramsey, AICP | Montague Town Administrator | (413) 863-3200 x 110 | [walterr@montague-ma.gov](mailto:walterr@montague-ma.gov)

**GEORGE L. GOODRIDGE,**  
Attorney at Law, PLLC

---

377 Main Street, P.O. Box 509, Greenfield, MA 01302  
Tel. 413-774-4331 | Fax. 413-772-2614

June 2, 2025

Montague Selectboard  
Avenue A  
Turners Fall, MA 01376

Re: Burek Drive

Dear Members of the Montague Selectboard:

This office represents David J. Leh as Trustee of the Leh Family Realty Trust (the "Leh Trust"). To correct a discrepancy in the layout of Burek Drive, by this letter the Leh Trust, along with its abutter, the Burek Family Realty Trust (the "Burek Trust"), request that the Town of Montague discontinue Burek Drive in its current location and adopt a new layout for Burek Drive that more accurately follows the existing traveled way for the road.

The background for this request is as follows:

1. The Leh Trust owns the real estate located at 2 Burek Drive in Montague (Assessors Lot No. 41-0-18) along with an undivided one-half interest in the surrounding land and the land to the North of Burek Drive (Assessors Lots No. 41-0-15 and 41-0-16).
2. The Burek Trust owns the real estate located at 4 Burek Drive (Assessors Lot No. 41-0-17) along with an undivided one-half interest in the surrounding land and the land to the north of Burek Drive (Assessors Lots No. 41-0-15 and 41-0-16).
3. Together, the Leh Trust and the Burek Trust own all the land that abuts Burek Drive.
4. The Town of Montague adopted Burek Drive by vote at town meeting in 1969. A copy of the meeting vote is enclosed as Exhibit A.
5. Burek Drive is a paved road that is maintained by the town and that provides access to the residences located at 2 Burek Drive and 4 Burek Drive.
6. A survey discovered that the metes and bounds description for Burek Drive that was adopted at the 1969 Town meeting does not follow the paved road as it was actually constructed.
7. Instead of following the paved road as it runs from east to west, the layout adopted in 1969 veers to the south, leaving the paved way and crossing onto the yards of 2 Burek Drive and 4 Burek Drive. A survey illustrating the extent of this discrepancy is enclosed as Exhibit B.



In an effort to correct this discrepancy and give the Town of Montague a taking that follows the paved road as it currently exists, the Leh Trust and the Burek Trust hereby petition the town to take the following steps:

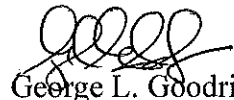
Adopt a new taking for Burek Drive that follows the road where it was constructed, as shown on the survey enclosed as Exhibit C, and

Discontinue the taking for Burek Drive that was adopted at the 1969 Town Meeting.

The Leh Trust and the Burek Trust, being all of the abutters to Burek Drive, have agreed to waive damages in connection with the discontinuance of Burek Drive as adopted at the 1969 Town Meeting location. Waivers in the form of the document enclosed as Exhibit D will be provided on request.

Please let me know if you require any additional information in support of this request. I would be happy to present this request at a meeting if that would be helpful.

Very truly yours,

A handwritten signature in black ink, appearing to read 'GLG', with a horizontal line extending from the end of the signature.

George L. Goodridge

GLG/  
Enclosures

March 22, 1969

Article 15. Moved: That the Town accept as a public and town way Burek Drive or part thereof as laid out by the Schutmen and shown on plan thereof filed with the Town Clerk, which is more particularly described as follows:

Beginning at a point on the westerly line of North Taylor Hill Road said point being 497.49 feet southerly along said line from a Montague Highway. Bound at the property line of Sokolowski and Hall; thence 212.25 feet in a S25-13W direction to point "A"; thence 451.42 feet in a N-68-02-30W direction to point "B"; thence 50.00 feet in a S21-57-30W direction to point "C"; thence 572.42 feet in a S68-02-30E direction to point "D"; thence 124.95 feet in a N56-30E direction to point "E"; thence 25.04 in a N25-13E direction to point "A"; from point "D" on line with point "E" 144.92 feet in a S56-30E direction to a bound being on the westerly side of the North Taylor Hill Rd. Ray Out Line. The above described parcel containing 25667 sq. ft.

Unanimous vote

A true copy.

Attest:  
Bernard J. McCarthy

[illegible]

APPROVAL UNDER THE SUBDIVISION  
CONTROL LAW NOT REQUIRED

PLANNING BOARD  
MONTAGUE, MASSACHUSETTS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

"ENDORSEMENT OF THIS ANR PLAN DOES NOT  
CERTIFY THAT THE LOTS SHOWN ON THE PLAN  
QUALIFY AS BUILDING LOTS UNDER THE TOWN  
OF MONTAGUE ZONING BYLAW.

**\*NOTE\***

THE INTENT OF THIS PLAN IS TO CORRECT THE  
ORIGINAL WRITTEN DESCRIPTION OF THE LAYOUT  
OF BUREK DRIVE THAT APPEARS TO BE IN ERROR.

SHANE V. BUREK, TRUSTEE OF THE  
BUREK FAMILY REALTY TRUST  
BOOK 7992, PAGE 321 – FIRST TRACT  
AND  
DAVID J. LEH, TRUSTEE OF THE  
LEH FAMILY TRUST  
BOOK 6021, PAGE 252 – FIRST TRACT  
ASSESSORS MAP 41 – PARCEL 16  
ZONING DISTRICT – AF1

LOCATION OF LAYOUT OF BUREK DRIVE  
AS TAKEN FROM TOWN OF MONTAGUE  
MARCH 22, 1969 ANNUAL TOWN MEETING  
NOTES. APPEARS TO BE IN ERROR AS  
ROAD IN EXISTENCE AT TIME OF ACCEPTANCE  
DOES NOT FALL WITHIN THE LAYOUT AREA.

**LEGEND**

- FOUND IRON PIN
- REBAR TO BE SET
- FOUND CONCRETE BOUND
- FOUND STONE BOUND
- △ UNMARKED POINT

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

RANDALL E. IZER #35032

DAVID J. AND SHERYL M. LEH  
BOOK 3410, PAGE 254  
SEE: PLAN BOOK 84, PAGE 61

DEBORAH A. HUISKEN  
BOOK 2387, PAGE 332

SHANE V. BUREK, TRUSTEE OF THE  
BUREK FAMILY REALTY TRUST  
BOOK 7992, PAGE 321 – FIRST TRACT

AND  
DAVID J. LEH, TRUSTEE OF THE  
LEH FAMILY TRUST  
BOOK 6021, PAGE 252 – FIRST TRACT

ASSESSORS MAP 41 – PARCEL 16  
ZONING DISTRICT – AF1

REVISED LAYOUT  
LOCATION OF BUREK DRIVE

BUREK DRIVE

NORTH TAYLOR HILL ROAD

NORTH TAYLOR HILL ROAD

A 1954 TOWN WAY

DAVID J. LEH, TRUSTEE OF THE  
LEH FAMILY TRUST  
BOOK 6021, PAGE 249  
SEE SHARED WELL AGREEMENT  
BOOK 1199, PAGE 137

ASSESSORS MAP 41 – PARCEL 18  
ZONING DISTRICT – AF1

GARY A. BOULDEN  
BOOK 5524, PAGE 26

dwelling #4

SHANE V. BUREK, TRUSTEE OF THE  
BUREK FAMILY REALTY TRUST  
BOOK 7992, PAGE 321  
SEE SHARED WELL AGREEMENT  
BOOK 1199, PAGE 137

ASSESSORS MAP 41 – PARCEL 17  
ZONING DISTRICT – AF1

dwelling #2

metal building

barn

coop

coop area

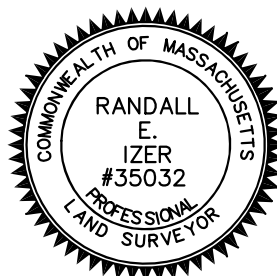
shed

MERIDIAN OF THE LAYOUT OF NORTH TAYLOR HILL ROAD  
SEE ALSO: PLAN BOOK 73, PAGE 80

**"REVISED STREET ACCEPTANCE PLAN"**

PLAN OF LAND IN  
MONTAGUE, MASSACHUSETTS  
PREPARED FOR  
THE TOWN OF MONTAGUE

SCALE: 1"=40' NOVEMBER 22, 2024  
HAROLD L. EATON AND ASSOCIATES, INC.  
REGISTERED PROFESSIONAL LAND SURVEYORS  
235 RUSSELL STREET – HADLEY – MASSACHUSETTS  
413-584-7599 413-585-5976 (fax)  
email – hleaton@aol.com



## WAIVER OF DAMAGES

I, David Leh, as Trustee of the Leh Family Realty Trust, hereby waive any and all claims for damages against the Town of Montague on account of and in connection with the taking of land shown as "Revised Layout Location of Burek Drive" ("Burek Drive") on a plan of land entitled "Revised Street Acceptance Plan of Land in Montague, Massachusetts Prepared for the Town of Montague" dated November 22, 2024 by Harold L. Eaton and Associates, Inc. and release the Town of Montague, its officials, employees, agents, successors, and assigns from all claims for damages in connection with the taking of land for Burek Drive.

Dated: \_\_\_\_\_

7/21/25



\_\_\_\_\_  
David J. Leh, as Trustee of the  
Leh Family Realty Trust

Exh. D

WAIVER OF DAMAGES

I, SHANE J. BUREK, as Trustee of the BUREK Trust, hereby waive any and all claims for damages against the Town of Montague on account of and in connection with the taking of land shown as "Revised Layout Location of Burek Drive" ("Burek Drive") on a plan of land entitled "Revised Street Acceptance Plan of Land in Montague, Massachusetts Prepared for the Town of Montague" dated November 22, 2024 by Harold L. Eaton and Associates, Inc. and release the Town of Montague, its officials, employees, agents, successors, and assigns from all claims for damages in connection with the taking of land for Burek Drive.

Dated: 7/22/25

Shane J. Burek  
Shane V. Burek, Trustee of the  
Burek Family Realty Trust



APPROVAL UNDER THE SUBDIVISION  
CONTROL LAW NOT REQUIRED

PLANNING BOARD  
MONTAGUE, MASSACHUSETTS

DATE: \_\_\_\_\_

"ENDORSEMENT OF THIS ANR PLAN DOES NOT  
CERTIFY THAT THE LOTS SHOWN ON THE PLAN  
QUALIFY AS BUILDING LOTS UNDER THE TOWN  
OF MONTAGUE ZONING BYLAW.

**\*NOTE\***

THE INTENT OF THIS PLAN IS TO CORRECT THE  
ORIGINAL WRITTEN DESCRIPTION OF THE LAYOUT  
OF BUREK DRIVE THAT APPEARS TO BE IN ERROR.

SHANE V. BUREK, TRUSTEE OF THE  
BUREK FAMILY REALTY TRUST  
BOOK 7992, PAGE 321 – FIRST TRACT  
AND  
DAVID J. LEH, TRUSTEE OF THE  
LEH FAMILY TRUST  
BOOK 6021, PAGE 252 – FIRST TRACT  
ASSESSORS MAP 41 – PARCEL 16  
ZONING DISTRICT – AF1

LOCATION OF LAYOUT OF BUREK DRIVE  
AS TAKEN FROM TOWN OF MONTAGUE  
MARCH 22, 1969 ANNUAL TOWN MEETING  
NOTES. APPEARS TO BE IN ERROR AS  
ROAD IN EXISTENCE AT TIME OF ACCEPTANCE  
DOES NOT FALL WITHIN THE LAYOUT AREA.

**LEGEND**

- FOUND IRON PIN
- REBAR TO BE SET
- FOUND CONCRETE BOUND
- FOUND STONE BOUND
- UNMARKED POINT
- UTILITY POLE
- CATCH BASIN
- SEPTIC MANHOLE COVER

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

RANDALL E. IZER #35032

DAVID J. AND SHERYL M. LEH  
BOOK 3410, PAGE 254  
SEE: PLAN BOOK 84, PAGE 61

DEBORAH A. HUISKEN  
BOOK 2387, PAGE 332

SHANE V. BUREK, TRUSTEE OF THE  
BUREK FAMILY REALTY TRUST  
BOOK 7992, PAGE 321 – FIRST TRACT  
AND  
DAVID J. LEH, TRUSTEE OF THE  
LEH FAMILY TRUST  
BOOK 6021, PAGE 252 – FIRST TRACT  
ASSESSORS MAP 41 – PARCEL 16  
ZONING DISTRICT – AF1

PROPOSED 15' WIDE  
SEWER EASEMENT IN  
FAVOR OF #4 BUREK DRIVE

REVISED LAYOUT  
LOCATION OF BUREK DRIVE

BUREK DRIVE

NORTH TAYLOR HILL ROAD

NORTH TAYLOR HILL ROAD

A 1954 TOWN WAY

DAVID J. LEH, TRUSTEE OF THE  
LEH FAMILY TRUST  
BOOK 6021, PAGE 249  
SEE SHARED WELL AGREEMENT  
BOOK 1199, PAGE 137

ASSESSORS MAP 41 – PARCEL 18  
ZONING DISTRICT – AF1

GARY A. BOULDEN  
BOOK 5524, PAGE 26

dwelling #4

SHANE V. BUREK, TRUSTEE OF THE  
BUREK FAMILY REALTY TRUST  
BOOK 7992, PAGE 321  
SEE SHARED WELL AGREEMENT  
BOOK 1199, PAGE 137

ASSESSORS MAP 41 – PARCEL 17  
ZONING DISTRICT – AF1

dwelling #2

metal  
building

barn

coop

coop  
area

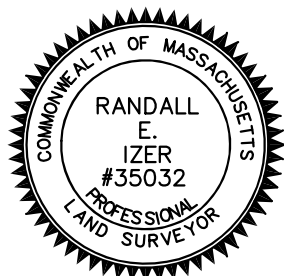
shed

MERIDIAN OF THE LAYOUT OF NORTH TAYLOR HILL ROAD  
SEE ALSO: PLAN BOOK 73, PAGE 80

"REVISED STREET ACCEPTANCE PLAN"

PLAN OF LAND IN  
MONTAGUE, MASSACHUSETTS  
PREPARED FOR  
THE TOWN OF MONTAGUE

SCALE: 1"=40' AUGUST 7, 2025  
HAROLD L. EATON AND ASSOCIATES, INC.  
REGISTERED PROFESSIONAL LAND SURVEYORS  
235 RUSSELL STREET – HADLEY – MASSACHUSETTS  
413-584-7599 413-585-5976 (fax)  
email – hleaton@aol.com



**From:** [Samuel Urkiel - DPW Superintendent](#)  
**To:** [Maureen Pollock](#)  
**Subject:** Re: Planning Board Recommendation regarding Burek Drive  
**Date:** Thursday, August 14, 2025 11:01:19 AM

---

The DPW accepts the revised sheets.

Thanks, Sam

Samuel Urkiel | Montague DPW Superintendent

---

**From:** Maureen Pollock <mpollock@montague-ma.gov>  
**Sent:** Thursday, August 14, 2025 10:56 AM  
**To:** Samuel Urkiel - DPW Superintendent <samueltu@montague-ma.gov>; Ryan Paxton - Health Director <healthdir@montague-ma.gov>; Chief Dave Hansen <chief@montaguecenterfire.com>  
**Cc:** Bill Ketchen - Building Inspector <BuildingInspector@montague-ma.gov>  
**Subject:** Planning Board Recommendation regarding Burek Drive

Hi everyone,

At their July 22nd meeting, the Planning Board voted to give a positive recommendation for the Town to accept the following requests submitted by the Burek Family Realty Trust and Leh Family Realty Trust:

- To Discontinue and Abandon 1969 Public Roadway Layout of Burek Drive;
- To accept Burek Drive as a Public Way as layout on Revised Public Roadway Layout of Burek Drive, and
- to accept a 15-foot-wide sewer easement under the Revised Public Roadway Layout of Burek Drive, in favor of 4 Burek Drive (Parcel #41-0-17).

The Planning Board requested the Burek Family Realty Trust and Leh Family Realty Trust to submit an updated “Revised Street Acceptance Plan” to the Planning Department, Department of Public Works, and the Selectboard to show the following:

- location of existing septic manhole cover;
- location of existing sewer pipe running under the paved road (revised layout location of Burek Drive); and the
- location of proposed 15-foot-wide sewer easement under the paved road (revised layout location of Burek Drive), in favor of 4 Burek Drive (Parcel #41-0-17);

Attached is the updated “Revised Street Acceptance Plan”.

Please let me know if you have any comments or questions to be shared with the Selectboard at their August 18 meeting.



Sincerely,

Maureen

**Maureen Pollock (she/her)**

Planning Director

Town of Montague

Department of Planning & Conservation

1 Avenue A

Turners Falls, MA 01376

**Phone:** (413) 863-3200 x 112

**Web:** [www.montague-ma.gov/planning](http://www.montague-ma.gov/planning)

**Email:** [mpollock@montague-ma.gov](mailto:mpollock@montague-ma.gov)

APPROVAL UNDER THE SUBDIVISION  
CONTROL LAW NOT REQUIRED

PLANNING BOARD  
MONTAGUE, MASSACHUSETTS

DATE: \_\_\_\_\_

"ENDORSEMENT OF THIS ANR PLAN DOES NOT  
CERTIFY THAT THE LOTS SHOWN ON THE PLAN  
QUALIFY AS BUILDING LOTS UNDER THE TOWN  
OF MONTAGUE ZONING BYLAW.

**\*NOTE\***

THE INTENT OF THIS PLAN IS TO CORRECT THE  
ORIGINAL WRITTEN DESCRIPTION OF THE LAYOUT  
OF BUREK DRIVE THAT APPEARS TO BE IN ERROR.

SHANE V. BUREK, TRUSTEE OF THE  
BUREK FAMILY REALTY TRUST  
BOOK 7992, PAGE 321 – FIRST TRACT  
AND  
DAVID J. LEH, TRUSTEE OF THE  
LEH FAMILY TRUST  
BOOK 6021, PAGE 252 – FIRST TRACT  
ASSESSORS MAP 41 – PARCEL 16  
ZONING DISTRICT – AF1

LOCATION OF LAYOUT OF BUREK DRIVE  
AS TAKEN FROM TOWN OF MONTAGUE  
MARCH 22, 1969 ANNUAL TOWN MEETING  
NOTES. APPEARS TO BE IN ERROR AS  
ROAD IN EXISTENCE AT TIME OF ACCEPTANCE  
DOES NOT FALL WITHIN THE LAYOUT AREA.

**LEGEND**

- FOUND IRON PIN
- REBAR TO BE SET
- FOUND CONCRETE BOUND
- FOUND STONE BOUND
- △ UNMARKED POINT
- ⋈ UTILITY POLE
- CATCH BASIN
- SEPTIC MANHOLE COVER

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

RANDALL E. IZER #35032

DAVID J. AND SHERYL M. LEH  
BOOK 3410, PAGE 254  
SEE: PLAN BOOK 84, PAGE 61

DEBORAH A. HUISKEN  
BOOK 2387, PAGE 332

SHANE V. BUREK, TRUSTEE OF THE  
BUREK FAMILY REALTY TRUST  
BOOK 7992, PAGE 321 – FIRST TRACT  
AND  
DAVID J. LEH, TRUSTEE OF THE  
LEH FAMILY TRUST  
BOOK 6021, PAGE 252 – FIRST TRACT  
ASSESSORS MAP 41 – PARCEL 16  
ZONING DISTRICT – AF1

PROPOSED 15' WIDE  
SEWER EASEMENT IN  
FAVOR OF #4 BUREK DRIVE

REVISED LAYOUT  
LOCATION OF BUREK DRIVE

BUREK DRIVE

NORTH TAYLOR HILL ROAD

NORTH TAYLOR HILL ROAD

A 1954 TOWN WAY

DAVID J. LEH, TRUSTEE OF THE  
LEH FAMILY TRUST  
BOOK 6021, PAGE 249  
SEE SHARED WELL AGREEMENT  
BOOK 1199, PAGE 137

ASSESSORS MAP 41 – PARCEL 18  
ZONING DISTRICT – AF1

GARY A. BOULDEN  
BOOK 5524, PAGE 26

SHANE V. BUREK, TRUSTEE OF THE  
BUREK FAMILY REALTY TRUST  
BOOK 7992, PAGE 321  
SEE SHARED WELL AGREEMENT  
BOOK 1199, PAGE 137

ASSESSORS MAP 41 – PARCEL 17  
ZONING DISTRICT – AF1

dwelling #4

dwelling #2

metal  
building

barn

coop

coop  
area

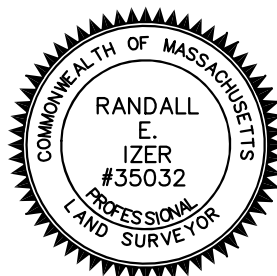
shed

MERIDIAN OF THE LAYOUT OF NORTH TAYLOR HILL ROAD  
SEE ALSO: PLAN BOOK 73, PAGE 80

"REVISED STREET ACCEPTANCE PLAN"

PLAN OF LAND IN  
MONTAGUE, MASSACHUSETTS  
PREPARED FOR  
THE TOWN OF MONTAGUE

SCALE: 1"=40' AUGUST 7, 2025  
HAROLD L. EATON AND ASSOCIATES, INC.  
REGISTERED PROFESSIONAL LAND SURVEYORS  
235 RUSSELL STREET – HADLEY – MASSACHUSETTS  
413-584-7599 413-585-5976 (fax)  
email – hleaton@aol.com





# FEMA Mapping Process Overview: Montague, MA

DCR Flood Hazard Management Program

August 18, 2025

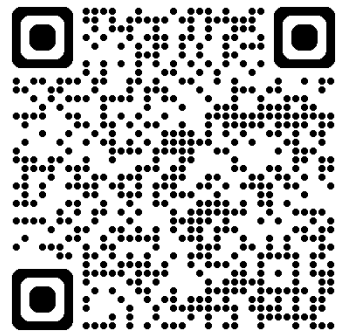


# DCR Flood Hazard Management Program

**We are the State Coordinating Office for the National Flood Insurance Program (NFIP).**

**We can help you with:**

- Technical assistance on the NFIP by email, letter, phone or site visit
- FEMA floodplain management materials and maps
- Training (floodplain management, FEMA map use, building codes, elevation certificates, higher standards, Letters of Map Change, No Adverse Impact and other flood resilience concepts)
- Flood insurance questions and referrals
- Hazard mitigation project funding (information about programs)
- General NFIP questions



# Who uses FEMA mapping products?

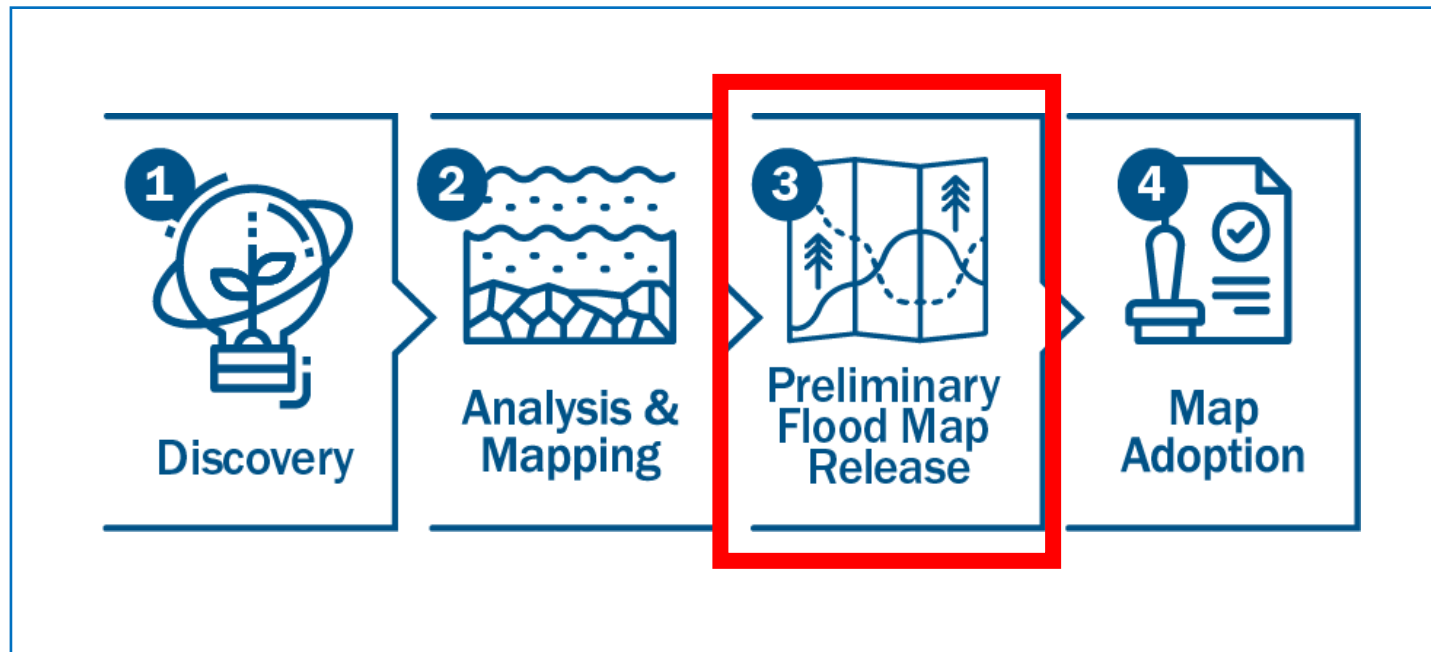
---

- **Local Government**
  - **Building - MA Building Code Flood Standards**
  - **Conservation - Wetlands Protection Act Performance Standards**
  - **Zoning/Planning - Local Floodplain Regulations for NFIP Communities**
  - **Emergency Management - Hazard Mitigation Planning**
- **State and Regional Planners**
- **Lenders – mandatory flood insurance purchase requirements**
- **Realtors – to understand and communicate property flood risks**
- **Licensed professionals – design and construction requirements**
- **Public - to know their flood risk**

# FEMA Mapping Process Overview

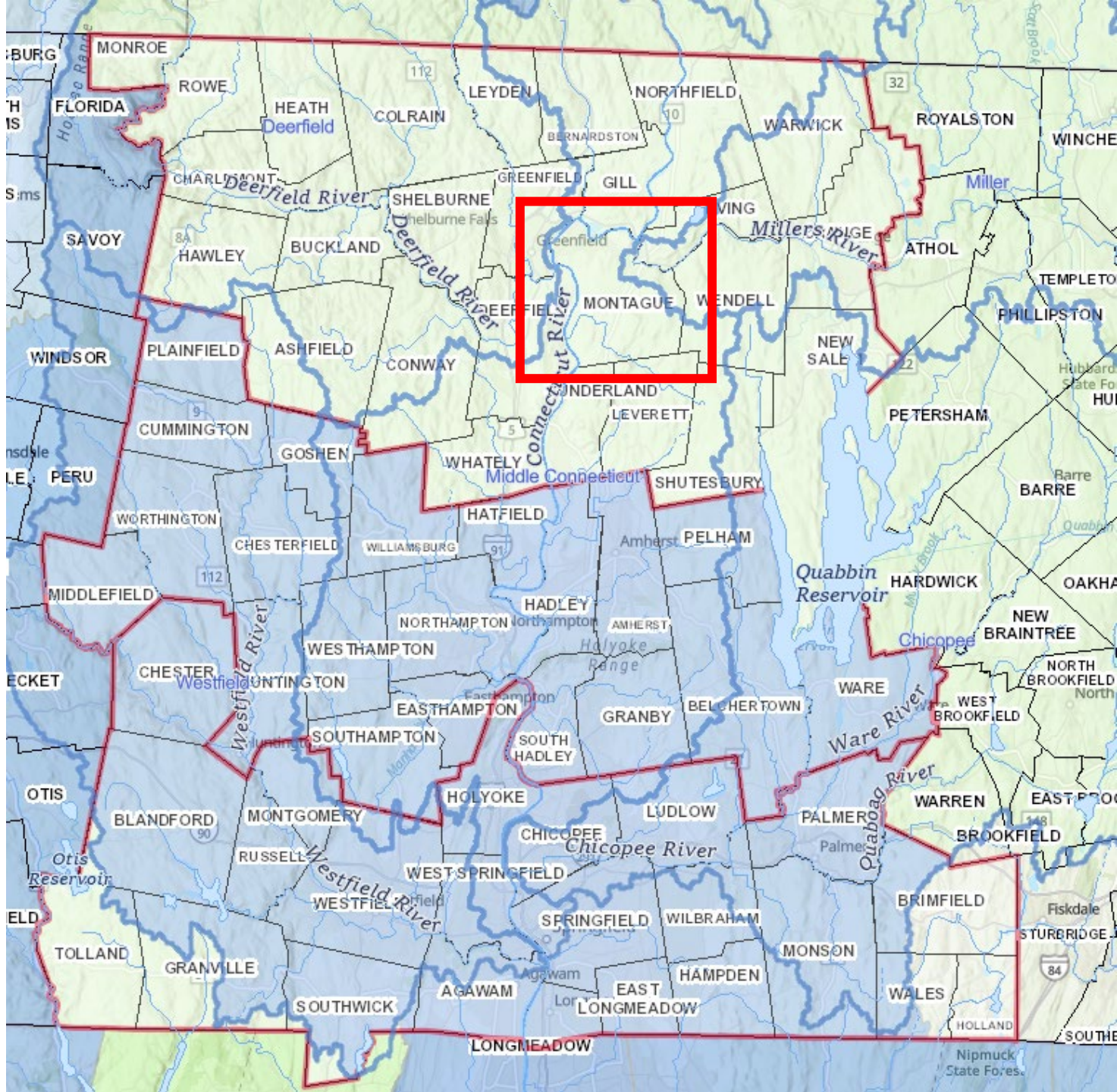
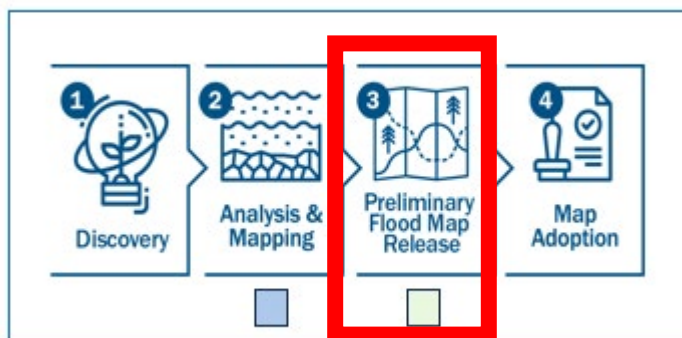
---

- Entire timeline is generally around 5 years, but can take longer.
- The mapping process started in 2018, and is still ongoing in Franklin County





# FEMA Mapping Status: Montague



# 1. Discovery

- Begins with Discovery – Using data and collaborating with state and local officials to set study priorities (~12-18 months)
- Discovery meetings are held to present and discuss study priorities and to get feedback from state, community and other stakeholders about their needs.
- Held in 2019 for communities along the CT River.
- Once Discovery meetings are completed and the report is finalized, FEMA finalizes mapping priorities based on need and funding.



## Discovery Report

Farmington Watershed, HUC-8 01080207  
Hartford, Litchfield, and New Haven Counties, Connecticut and  
Berkshire and Hampden Counties, Massachusetts  
*Communities listed inside cover*  
Report Number 01

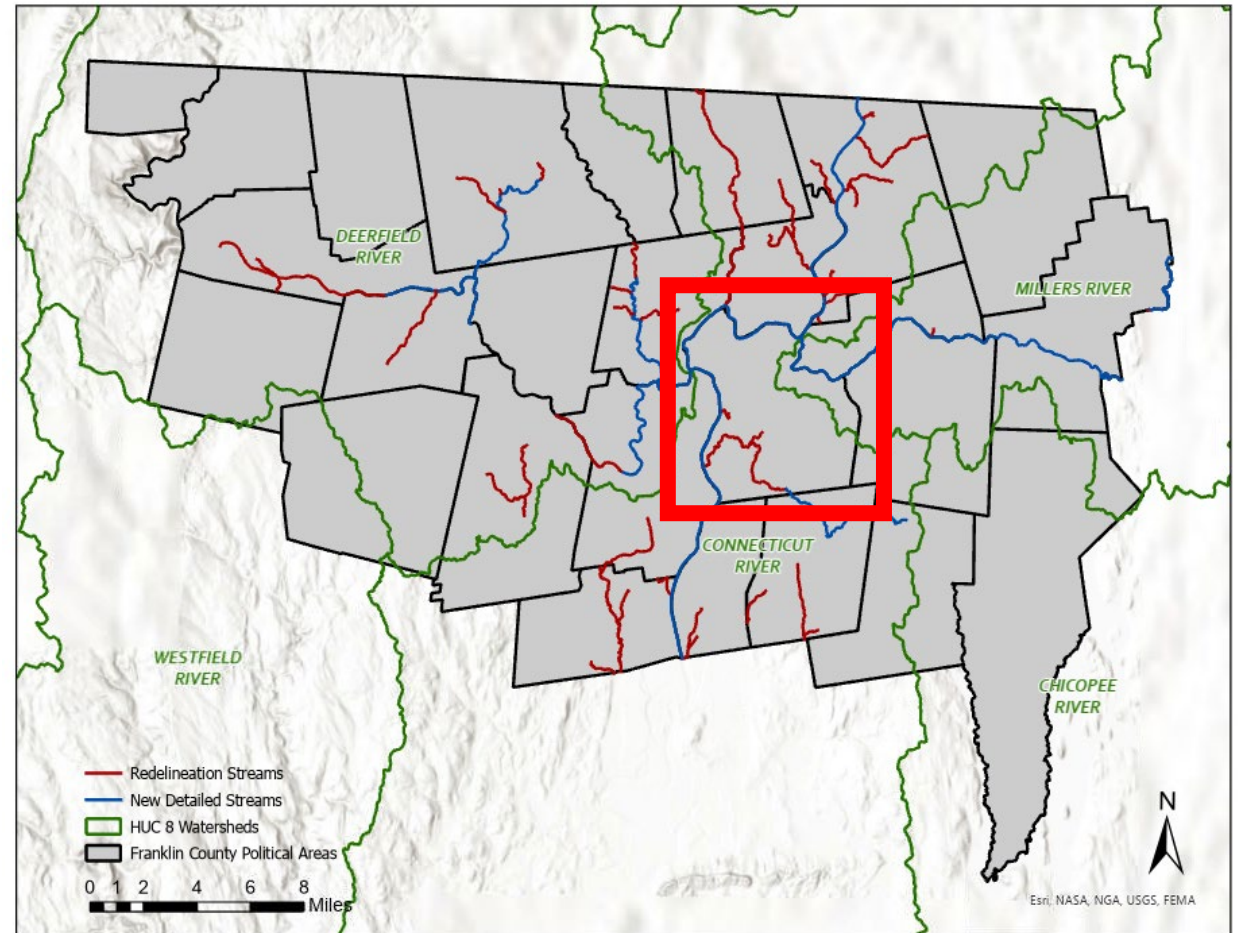
February 26, 2020





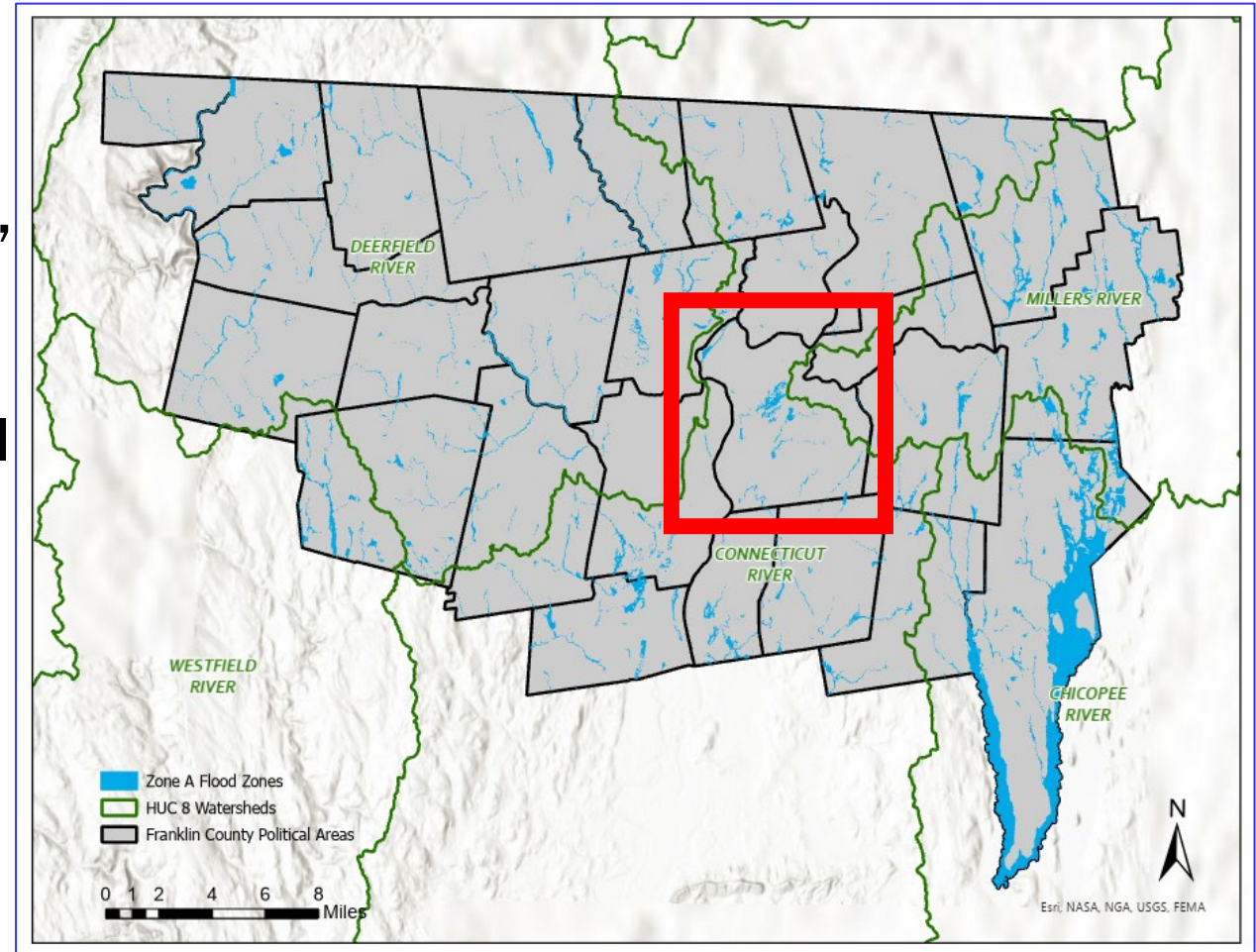
## 2. Analysis & Mapping

- Three types of studies:
  - **New detailed study (Zone AE)**  
brand new engineering analysis, can includes new field surveys.
  - **Redelineation (Zone AE, A, or X)**  
Taking an older study that is still valid and projecting it onto new topographic data.
  - **Approximate Study (Zone A)**  
Modeling conducted using base level engineering at the minimum standard. No base flood elevation.



## 2. Analysis & Mapping

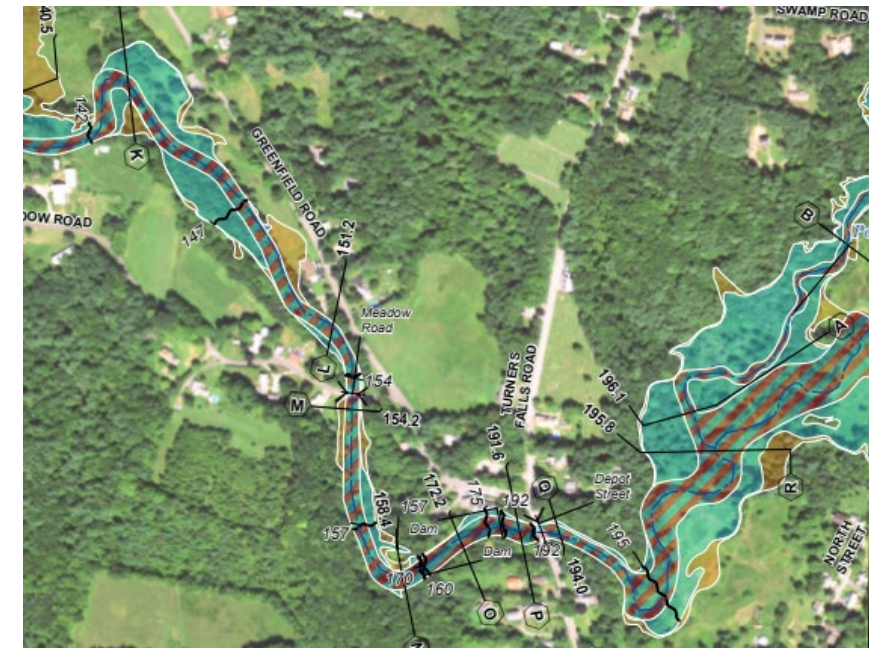
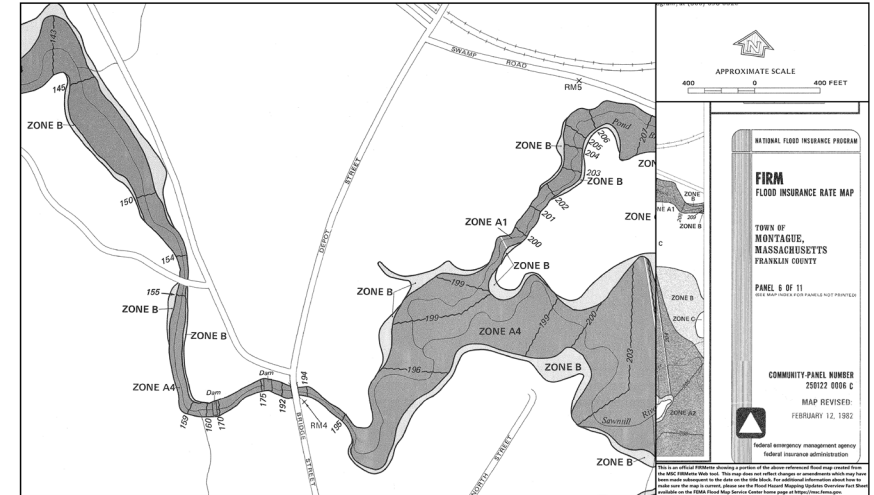
- Three types of studies:
  - **New detailed study (Zone AE)**  
brand new engineering analysis, can includes new field surveys.
  - **Redelineation (Zone AE, A, or X)**  
Taking an older study that is still valid and projecting it onto new topographic data.
  - **Approximate Study (Zone A)**  
Modeling conducted using base level engineering at the minimum standard. No base flood elevation.





## 2. Analysis & Mapping

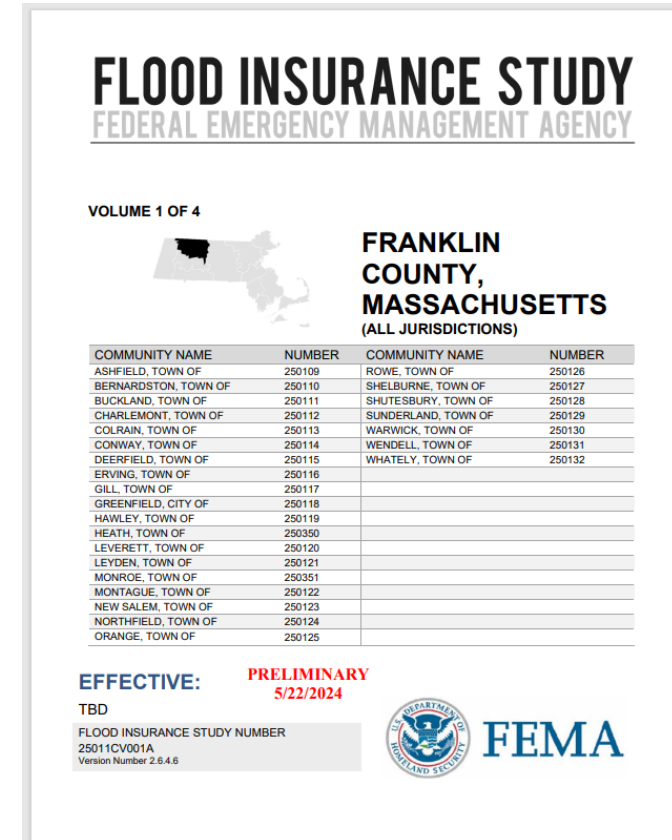
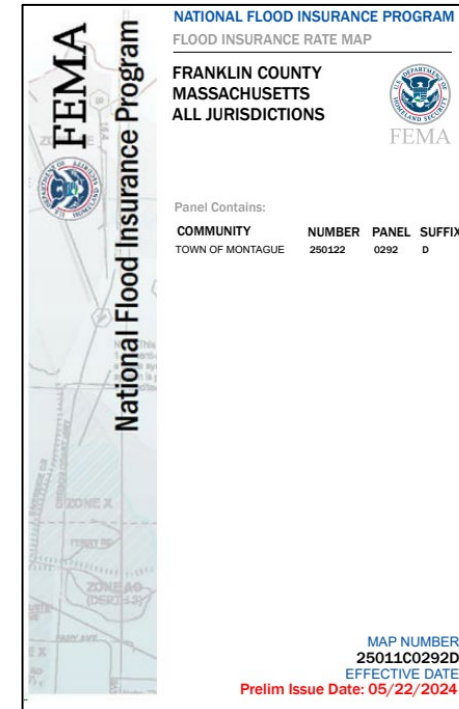
- Once studies are complete, FEMA and the study contractors meet with local officials and other stakeholders to discuss “work maps”.
- Not for public consumption or permitting
- Big changes – Montague is moving from paper maps to digital FIRMs. New panel format, arial photography, topography.
- Opportunity to provide input + corrections before preliminary maps are issued.
- Workmap Meetings: February and March 2023



1982 vs 2024 FEMA Flood Insurance Rate Maps  
Sawmill River, Montague MA.

# 3. Preliminary Flood Maps

- Preliminary Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study Reports (FIS) are produced and issued
- Public notification of release on May 22, 2024
- CCO Meeting – Community Coordination and Outreach meeting held December 2024
- **Now: Waiting for Appeals Period to start**
- Appeal Process - 90 days by statute for community to file any appeals.
- Resolve Appeals



# 3. Preliminary Flood Maps: Appeals

---

Appeal is a formal objection to the addition/modification of:

- Preliminary Base Flood Elevation/flood depths
- Flood Zone boundaries and or zone designations
- Regulatory floodway boundaries

*\* An appeal must be based on data that shows the flood hazard information is scientifically or technically incorrect.*

- Appeals must be submitted during the 90-day regulatory appeals period

# 3. Preliminary Flood Maps : Comments

---

Comments are objections to a base map feature change or any non-appealable change

*Non-technical changes or inaccuracies*

- Incorrect or misspelled road/stream names,
  - Municipal boundary changes,
  - Base map errors, etc.
- 
- Individual property owners and community officials can submit appeals or comments to FEMA



# 4. Map Adoption

---

- Once appeals are resolved, the Letter of Final Determination is sent to community CEOs stating that new maps will go effective in 6 months
  - *Likely in late 2026/early 2027*
- Communities adopt the maps and update floodplain regulations (town meeting, city council)
- FEMA holds a Public Open House
- The new maps and FIS go effective exactly 6 months after the Letter of Final Determination is sent.



# DCR Flood Hazard Management Program Office

---

Joy Duperault, CFM, Director

857-286-0326 or [joy.duperault@mass.gov](mailto:joy.duperault@mass.gov)

Eric Carlson, Floodplain Engineer

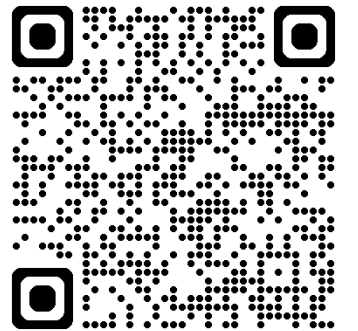
857-278-5062 or [eric.carlson@mass.gov](mailto:eric.carlson@mass.gov)

Nadia Madden, CFM, Floodplain Specialist

857-287-1603 or [nadia.madden@mass.gov](mailto:nadia.madden@mass.gov)

Katie Paight, CFM, Floodplain Specialist

857-283-0583 or [katie.o.paight@mass.gov](mailto:katie.o.paight@mass.gov)





# 3. Preliminary Maps

## ➤ How to get your preliminary maps: [msc.fema.gov](https://msc.fema.gov)



Navigation

Search

MSC Home

MSC Search by Address

MSC Search All Products

▼ MSC Products and Tools

Hazus

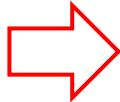
LOMC Batch Files

Product Availability

MSC Frequently Asked Questions (FAQs)

MSC Email Subscriptions

Contact MSC Help



## FEMA Flood Map Service Center: Welcome!

### Looking for a Flood Map?

Enter an address, a place, or longitude/latitude coordinates:

Search

### Looking for more than just a current flood map?

Visit [Search All Products](#) to access the full range of flood risk products for your community.



## About Flood Map Service Center

The FEMA Flood Map Service Center (MSC) is the official public source for flood hazard information produced in support of the National Flood Insurance Program (NFIP). Use the MSC to find your official flood map, access a range of other flood hazard products, and take advantage of tools for better understanding flood risk.

FEMA flood maps are continually updated through a variety of processes. Effective information that you download or print from this site may change or become superseded by new maps over time. For additional information, please see the [Flood Hazard Mapping Updates Overview Fact Sheet](#)

## Announcements

The [Search All Products](#) page has been recently updated to allow users to download a listing of all products resulting from a search. Users can print the file or import it into a spreadsheet or database.

# 3. Preliminary Maps

## FEMA Flood Map Service Center: Search All Products

Choose one of the three search options below and optionally enter a posting date range.

Jurisdiction	Jurisdiction Name	Product ID <a href="#">?</a>
<b>State</b> <div>MASSACHUSETTS</div>	<b>Jurisdiction Name or FEMA ID</b> <div></div> <small>(Ex. Fairfax County-wide or 51059C)</small>	<b>Product ID</b> <div></div> <small>(Ex. Panel Number, LOMC Case Number)</small>
<b>County</b> <div>FRANKLIN COUNTY</div>		
<b>Community</b> <div>FRANKLIN COUNTY ALL JURISDICTIONS</div>		

[Filter By Posting Date Range \(Optional\)](#)

Search

Clear All Fields

# 3. Preliminary Maps

## Search Results for FRANKLIN COUNTY ALL JURISDICTIONS

Click [subscribe](#) to receive email notifications when products are updated.

Click to [download a listing](#) of all products. ?

If you are a person with a disability, are blind, or have low vision, and need assistance, please contact a [map specialist](#).

**Please Note:** Searching All Products by county displays all products for all communities within the county. You can refine your search results by specifying your specific jurisdiction location using the drop-down menus above.



**Expand All** ?





Effective Products (284) ?



Preliminary Products (169) ?

**Please note:** Preliminary data are for review and guidance purposes only. By viewing preliminary data and maps, the user acknowledges that the information provided is preliminary and subject to change. Preliminary data, including new or revised FIRMs, FIS reports, and FIRM Databases, are not final and are presented on the MSC as the best information available at this time. Additionally, preliminary data cannot be used to rate flood insurance policies or enforce the Federal mandatory purchase requirement. FEMA will remove preliminary data once effective data are available.

- Preliminary FIRM Panels (164 )  DL ALL
- Preliminary FIS Reports (4 )  DL ALL
- Preliminary FIRM Database (1 )

# 3. Preliminary Maps

▼ Preliminary FIRM Panels (164 )

DL ALL

**Please note:** Searches often result in many map files listed under a given section. You can determine the Product ID for the individual map panel needed by looking at the Map Index file. The index map files have "IND" within the Product ID and appear at the start of the list. These index files show an overview of a jurisdiction and how it is subdivided into map panels with the Product ID for each panel shown.

Show 100▼ entries

Showing 1 to 100 of 164 entries

Previous

1

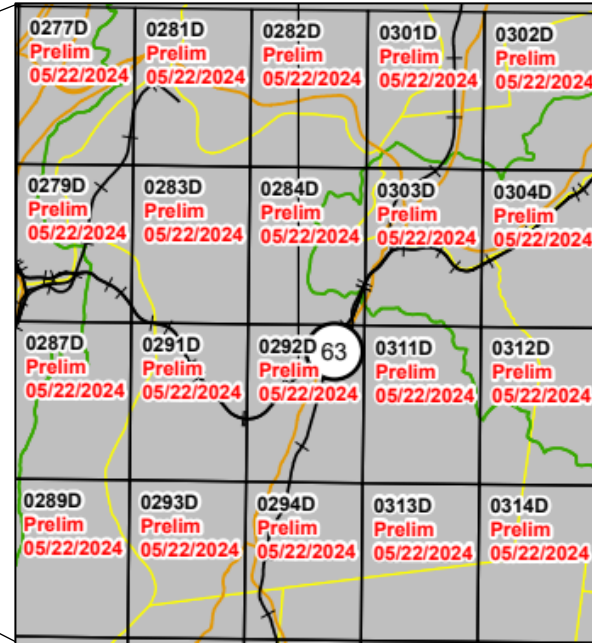
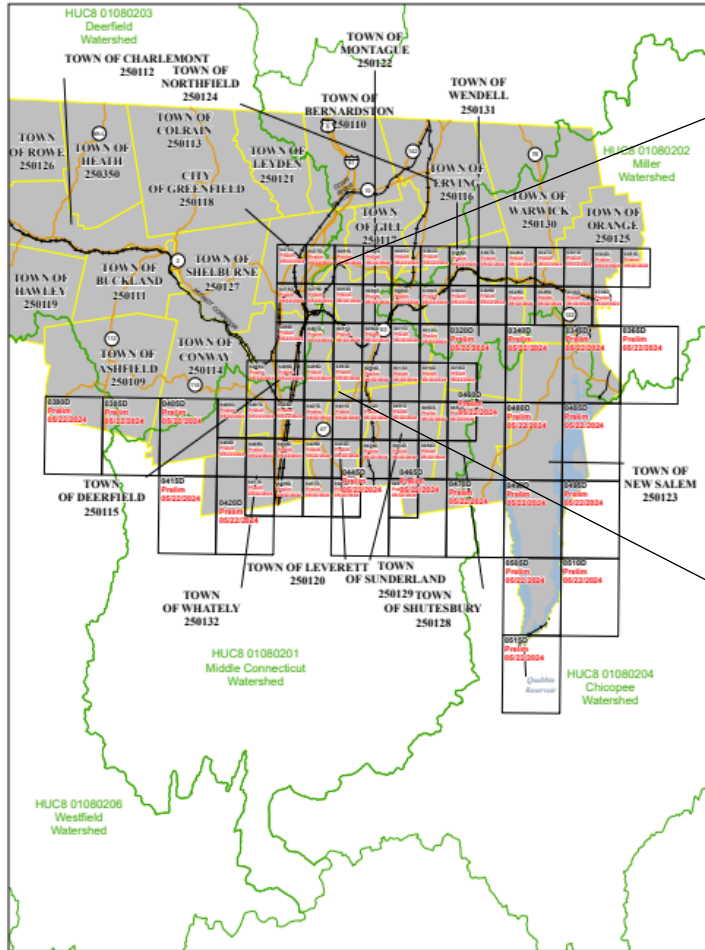
2

Next

Product ID	Issue Date	Size	Download
25011CIND1D	05/22/2024	1 MB	DL
25011CIND2D	05/22/2024	1 MB	DL
25011C0010D	05/22/2024	55MB	DL
25011C0030D	05/22/2024	53MB	DL
25011C0035D	05/22/2024	53MB	DL
25011C0040D	05/22/2024	50MB	DL

Index Maps

# 3. Preliminary Maps



Community	CID	HUC-8 Sub-Basin(s)	Located on FIRM Panel(s)
Town Of Montague	250122	01080201, 01080202	25011C0277D, 25011C0279D, 25011C0281D, 25011C0282D, 25011C0283D, 25011C0284D, 25011C0287D, 25011C0289D, 25011C0291D, 25011C0292D, 25011C0293D, 25011C0294D, 25011C0301D, 25011C0303D, 25011C0304D, 25011C0311D, 25011C0312D, 25011C0313D, 25011C0314D

# 3. Preliminary Maps

▼ Preliminary FIRM Panels (164 )



**Please note:** Searches often result in many map files listed under a given section. You can determine the Product ID for the individual map panel needed by looking at the Map Index file. The index map files have "IND" within the Product ID and appear at the start of the list. These index files show an overview of a jurisdiction and how it is subdivided into map panels with the Product ID for each panel shown.

Show  entries

Showing 1 to 100 of 164 entries

Previous

1

2

Next

Product ID	Issue Date	Size	Download
25011CIND1D	05/22/2024	1 MB	
25011CIND2D	05/22/2024	1 MB	
25011C00010D	05/22/2024	55MB	
25011C00030D	05/22/2024	53MB	
25011C00035D	05/22/2024	53MB	
25011C00040D	05/22/2024	50MB	

FIRMs

Employee # 1249\_\_\_\_\_

Full name of employee: Todd Michon\_\_\_\_\_ Department: Police

Title: Part-Time Police Officer Effective date of change: 8/18/2025

Board Authorizing: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Notes:

Retirement Board



**Town of Montague  
Personnel Status Change Notice**

**8B**

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

**General Information:**

Full name of employee: Zachary Caloon\_\_\_\_ Department: Police\_\_\_\_\_  
Title: Part-time Effective date of change: 8-19-2025

**New Hire:**

Permanent: \_\_\_\_Y \_\_\_\_N If temporary, estimated length of service: \_\_\_\_\_  
Hours per Week: \_\_\_\_\_ Union: \_\_\_\_\_  
Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \$30.00 (~~annual~~/ hourly)  
Board Authorizing: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

**Grade/Step/COLA Change:**

Union: NEPBA\_\_\_\_\_  
Old Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/hourly)  
New Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/ hourly)  
Notes:

**Termination of Employment:**

Resignation: \_\_\_\_\_ Layoff: \_\_\_\_\_ Involuntary Termination: \_\_\_\_\_

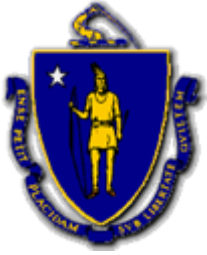
**Other:**

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

**Copies to:**

____ Employee	____ Department	____ Board of Selectmen
____ Treasurer	____ Accountant	____ Retirement Board
____ Town Clerk		





COMMONWEALTH OF MASSACHUSETTS  
 EXECUTIVE OFFICE OF  
 ENERGY AND ENVIRONMENTAL AFFAIRS  
**DEPARTMENT OF ENERGY RESOURCES**  
 100 CAMBRIDGE ST., 9<sup>th</sup> FLOOR  
 BOSTON, MA 02114  
 Telephone: 617-626-7300

**Maura T. Healey**  
 Governor

**Rebecca L. Tepper**  
 Secretary

**Kimberley Driscoll**  
 Lt. Governor

**Elizabeth Mahony**  
 Commissioner

August 12, 2025

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

Dear Administrator Ramsey:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$52,401 for the following projects proposed in the Town of Montague's Green Communities Competitive Grant application.

List of projects funded:

- \$52,401, Fieldhouse Buildings — Weatherization

The Division reviewed Montague's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contacts listed in your competitive grant application to discuss the next steps, including coordination of the grant contract process. We congratulate you on your grant award and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please note, the receipt of grant funds is contingent upon the municipality being able to certify that it will comply with the Massachusetts General Laws, including G.L. c. 40A, § 3A, the MBTA Communities Act. Compliance with the MBTA Communities Act is determined by the Executive Office of Housing and Livable Communities, as applicable.

Please do not hesitate to contact me at 617-823-4029 or by email at [Joanne.Bissetta@mass.gov](mailto:Joanne.Bissetta@mass.gov) with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Bissetta". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Joanne Bissetta, Director  
Green Communities Division

Cc:

Richard D. Kuklewicz, Chair Selectboard

Chris Nolan-Zeller, Assistant Town Administrator

Chris Mason, West Green Communities Regional Coordinator



## 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:** August 14, 2025  
**To:** Selectboard  
**From:** Chris Nolan-Zeller, Assistant Town Administrator  
**Re:** Eversource Grid Upgrades – Impact on Montague

Eversource is proposing a capital investment project in our region for approximately \$81 million worth of electrical grid upgrades. This proposal is subject to a public hearing, which will be held virtually by the Massachusetts Department of Public Utilities (DPU) on Wednesday, September 10, 2025 at 3:00 p.m. at the following virtual link: <https://us06web.zoom.us/j/85441402397>. Requests to provide oral testimony during this meeting must be received by DPU by September 3. All written comments must be received by DPU by 5:00 p.m. on Wednesday, September 10.

Capital Improvements Committee Chair Greg Garrison has shared the following observations with regard to this proposal:

**Solar Development Capacity, But With Major Cost Impact:** This project will enable 65 MW of new solar development across the Gill-Montague-Erving area. However, there's a significant financial hurdle: each solar project will pay \$599 per kilowatt in grid upgrade fees. For a typical 5 MW commercial solar project, that's nearly \$3 million in upfront costs before the project even breaks ground.

**Impact on Solar Economics:** This \$599/kW fee fundamentally changes project economics. At roughly \$0.60/watt, these grid upgrade costs represent a substantial additional expense that developers must factor into their financing. Many marginal projects may no longer pencil out, meaning:

- Fewer total projects may move forward—if any
- Only the most economically viable sites will likely be developed
- Timeline to reach that 65 MW capacity could be significantly longer
- Small residential systems (typically under 25 kW) will likely be exempt from these fees

**Tax Base from Infrastructure - Limited Direct Impact:** While the project includes upgrades to the Montague 21C substation, these appear to be distribution line improvements rather than major new infrastructure. The bulk of the \$81 million investment goes to French King 21B substation in Erving. So, Montague may see some incremental tax base increase, but not a substantial boost.

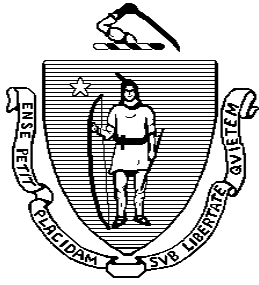
*The Town of Montague is an Equal Opportunity Provider & Employer.*

**Solar Tax Revenue Opportunity - More Selective:** The town will still see solar development, but likely fewer, larger, and more carefully selected projects. Those that do move forward could generate revenue through property taxes, PILOT agreements, and local economic activity.

**Timeline for Town Consideration**

- Public hearing: September 10, 3:00 PM (virtual via Zoom)
- Public comment deadline: September 10, 5:00 PM
- Intervention deadline: September 3, 5:00 PM (if town wants formal participation)

The town may want to comment on how these upgrade costs could impact the pace of local solar development and economic benefits.



# The Commonwealth of Massachusetts

## DEPARTMENT OF PUBLIC UTILITIES

### NOTICE OF FILING AND PUBLIC HEARING

D.P.U. 25-83

August 6, 2025

Petition of NSTAR Electric Company, d/b/a Eversource Energy, for approval by the Department of Public Utilities of the Company's Gill-Montague Capital Investment Project proposal under the Provisional Program established by the Department in Provisional System Planning Program, D.P.U. 20-75-B (2021).

On June 30, 2025, NSTAR Electric Company, doing business as Eversource Energy ("NSTAR Electric" or "Company"), submitted to the Department of Public Utilities ("Department") for review and approval of a capital investment project ("CIP") proposal. The Department docketed this matter as D.P.U. 25-83.

In Provisional System Planning Program, D.P.U. 20-75-B (2021), the Department established a new framework for planning and funding upgrades to an electric distribution company's ("EDC") electric power system ("EPS") related to the interconnection of a distributed generation ("DG") facility, such as a solar facility ("Provisional Program"). The Department established a new cost allocation method under the Provisional Program where the costs of the EPS upgrade (the CIP) would be shared by the interconnecting DG facilities and all ratepayers of the EDC. The ratepayers will initially pay the costs of the CIP through a monthly charge on their electric bills, then each DG facility that is able to interconnect due to the upgrade to the EPS will pay a pro rata share of the costs of the CIP. Costs collected from those DG facilities will be returned to ratepayers through a credit on their electric bill through a reconciliation mechanism. The requirements for the Provisional Program, including cost allocation, are discussed in the Department's Order establishing the program, D.P.U. 20-75-B. The Provisional Program is intended to foster timely and cost-effective development and interconnection of DG facilities. Through our Order approving the EDC's Electric Sector Modernization Plans, the Department extended the Provisional Program, allowing the EDCs to file any potential future proposed CIPs until the establishment of a Long-Term System Planning Process or as otherwise directed by the Department. Electric Sector Modernization Plans, D.P.U. 24-10/D.P.U. 24-11/D.P.U. 24-12, at 343 (2024).

Here, NSTAR Electric's CIP proposal is designed to make EPS modifications to allow DG facilities to interconnect in and around Gill, Montague, and Erving, Massachusetts. The EPS upgrades include the replacement of an existing substation transformer and associated switchgear with a new transformer and associated switchgear at the French King 21B substation, the addition of a new substation transformer and associated switchgear at the French King 21B substation, and the installation of new distribution feeders and multiple distribution line upgrades (overhead) supplied by the French King 21B and Montague 21C substations. The EPS upgrades and impacted area are discussed in the Gill-Montague Group Study as part of the Gill-Montague Panel component of the Company's filing. NSTAR Electric projects the total distribution cost to complete the system modifications under its CIP proposal to be approximately \$81 million and that the CIP will enable 65 megawatts ("MW") of DG. Of the total cost, NSTAR Electric proposes \$39.2 million (48 percent) be paid by DG facilities through a \$599/ kilowatt ("kW") CIP fee and the remaining approximately \$41.7 million (52 percent) be paid by ratepayers. NSTAR Electric proposes a 20-year period for its recovery of the costs paid by ratepayers. If the Department approves the Gill-Montague CIP there will be an increase to electricity rates in Eversource's service territory. The Company estimates that average monthly bill impacts would vary across rate classes for the proposed 20-year recovery period ranging between 0.0 and 0.1 percent. During the first year, a typical residential customer using on average 530 kilowatt-hours ("kWh") per month would experience a monthly bill increase of \$0.13, or 0.1 percent.

The Department will conduct a virtual public hearing to receive comments on the Company's filing. The Department may conduct a procedural conference immediately following the public hearing. The Department will conduct the hearing using Zoom videoconferencing on **Wednesday, September 10, 2025, beginning at 3:00 p.m.** Attendees can join by entering the link, <https://us06web.zoom.us/j/85441402397>, from a computer, smartphone, or tablet. No prior software download is required. For audio-only access to the hearings, attendees can dial in at **301-715-8592 (not toll free)** and then enter the **Meeting ID# 854 4140 2397**. If you anticipate providing comments via Zoom during the public hearing, please send an email by **Wednesday, September 3, 2025**, to [annemarie.Belle@mass.gov](mailto:annemarie.Belle@mass.gov), [kristen.lommele@mass.gov](mailto:kristen.lommele@mass.gov), [katherine.e.stock@mass.gov](mailto:katherine.e.stock@mass.gov) with your name, email address, and mailing address. If you anticipate commenting by telephone, please leave a voicemail message by **Wednesday, September 3, 2025**, at 617-305-3702 with your name, telephone number, and mailing address.

Any person interested in commenting on this matter may submit written comments no later than the close of business (5:00 p.m.) on **Wednesday, September 10, 2025**. Written comments from the public may be sent by email to [dpu.efiling@mass.gov](mailto:dpu.efiling@mass.gov), [annemarie.Belle@mass.gov](mailto:annemarie.Belle@mass.gov), [kristen.lommele@mass.gov](mailto:kristen.lommele@mass.gov), [katherine.e.stock@mass.gov](mailto:katherine.e.stock@mass.gov) and to the Company's attorneys, John K. Habib, [jhabib@keeganwerlin.com](mailto:jhabib@keeganwerlin.com), Michael Hershberg, [mhershberg@keeganwerlin.com](mailto:mhershberg@keeganwerlin.com), and Ashley Marton, [amarton@keeganwerlin.com](mailto:amarton@keeganwerlin.com). Please note

that in the interest of transparency any comments will be posted to our website as received and without redacting personal information, such as addresses, telephone numbers, or email addresses. As such, consider the extent of information you wish to share when submitting comments. The Department strongly encourages public comments to be submitted by email. If, however, a member of the public is unable to send written comments by email, a paper copy may be sent to Mark D. Marini, Secretary, Department of Public Utilities, One South Station, Boston, Massachusetts, 02110.

Any person who desires to participate otherwise in the evidentiary phase of this proceeding shall file a petition for leave to intervene no later than 5:00 p.m. on **Wednesday, September 3, 2025**. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 CMR 1.03. Receipt by the Department constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 CMR 1.01(4). To be allowed, a petition under 220 CMR 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. All responses to petitions to intervene must be filed by the close of business (5:00 p.m.) on the second business day after the petition to intervene was filed.

The Attorney General of the Commonwealth of Massachusetts (“Attorney General”) filed a notice to intervene in this matter pursuant to G.L. c. 12, § 11E(a). Further, pursuant to G.L. c. 12, § 11E(b), the Attorney General filed a notice of intent to retain experts and consultants to assist her investigation of the Company’s filing and has requested Department approval to spend up to \$150,000 in this regard. Pursuant to G.L. c. 12, § 11E(b), the costs incurred by the Attorney General relative to her retention of experts and consultants may be recovered in the Company’s rates. Any person who desires to comment on the Attorney General’s notice of intent to retain experts and consultants may submit written comments to the Department not later than the close of business (5:00 p.m.) on **Wednesday, September 3, 2025**.

All documents should be submitted to the Department in **.pdf format** by email attachment to [dpu.efiling@mass.gov](mailto:dpu.efiling@mass.gov), [annemarie.Belle@mass.gov](mailto:annemarie.Belle@mass.gov), [Kristen.lommele@mass.gov](mailto:Kristen.lommele@mass.gov), and [katherine.e.stock@mass.gov](mailto:katherine.e.stock@mass.gov). The text of the email must specify: (1) the docket number of the proceeding (D.P.U. 25-83); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. All documents submitted in electronic format will be posted on the Department’s website through our online [File Room](#) as soon as practicable (to access any submission enter “25-83” on the line for “Docket No.”). In addition, one copy of all written comments and petitions to intervene should be emailed to the Company’s attorneys, John Habib, Esq., [jhabib@keeganwerlin.com](mailto:jhabib@keeganwerlin.com); Michael Hershberg, Esq., [mhershberg@keeganwerlin.com](mailto:mhershberg@keeganwerlin.com); and Ashley Marton, Esq., [amarton@keeganwerlin.com](mailto:amarton@keeganwerlin.com).

The filing and all subsequent related documents submitted to the Department or issued by the Department will be available on the Department's website as referenced above as soon as is practicable. To the extent a person or entity wishes to submit comments or to intervene in accordance with this Notice, electronic submission, as detailed above, is sufficient. To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), contact the Department's ADA coordinator at [eeadiversity@mass.gov](mailto:eeadiversity@mass.gov) or (617) 626-1282.

Translation and interpretation is available upon request. To request translation or interpretation in a language other than English, please contact Paralegal Specialist Kaylee Burgess at [dpu.ej@mass.gov](mailto:dpu.ej@mass.gov) no later than **Wednesday, September 3, 2025**.

For further information regarding the Company's filing, please contact the Company's attorney, identified above. For further information regarding this Notice, please contact Annemarie Belle, Katherine Stock, Hearing Officers, and Kristen Lommele, Special Policy Advisor on Climate Change, Department of Public Utilities, at [annemarie.belle@mass.gov](mailto:annemarie.belle@mass.gov), [katherine.e.Stock@mass.gov](mailto:katherine.e.Stock@mass.gov), and [kristen.lommele@mass.gov](mailto:kristen.lommele@mass.gov).



**TRANSLATION AND INTERPRETATION SERVICES****English**

ATTENTION: Translation and/or interpretation services are available upon request. Please email Kaylee Burgess at [dpu.ej@mass.gov](mailto:dpu.ej@mass.gov) to request language services, specifying your preferred language and contact information.

**Português (Portuguese)**

ATENÇÃO: Disponibilizamos nossos serviços de tradução e/ou interpretação de acordo com a sua demanda. Para solicitar um serviço linguístico, envie um e-mail para Kaylee Burgess através do endereço [dpu.ej@mass.gov](mailto:dpu.ej@mass.gov), informando o idioma desejado e seus dados para contato.

**(Traditional Chinese)**

提醒您：您可依照需求申請筆譯和/或口譯服務。請以電郵聯絡Kaylee Burgess ([dpu.ej@mass.gov](mailto:dpu.ej@mass.gov)) 來申請語言服務請求，請在電郵內註明需要的語言和聯絡資訊。

**Tiếng Việt (Vietnamese)**

LƯU Ý: Các dịch vụ biên dịch và/hoặc phiên dịch có sẵn theo yêu cầu. Vui lòng gửi email đến Kaylee Burgess theo địa chỉ [dpu.ej@mass.gov](mailto:dpu.ej@mass.gov) để yêu cầu dịch vụ ngôn ngữ, nêu rõ ngôn ngữ ưa thích của quý vị và thông tin liên lạc

**(Arabic) العربية**

يُرجى الانتباه: تتوفر خدمات الترجمة و/أو الترجمة الفورية عند الطلب. لطلب خدمات لغوية يُرجى التواصل مع Kaylee Burgess بإرسال رسالة إلكترونية إلى العنوان [dpu.ej@mass.gov](mailto:dpu.ej@mass.gov)، تحدد فيها اللغة المفضلة لديك وتذكر معلومات الاتصال.

**Español (Spanish)**

ATENCIÓN: Los servicios de traducción y/o interpretación están disponibles bajo solicitud. Por favor envíe un correo electrónico a Kaylee Burgess en [dpu.ej@mass.gov](mailto:dpu.ej@mass.gov) para solicitar los servicios de idiomas, especificando su idioma preferido e información de contacto.

**中文 (Simplified Chinese)**

提醒您：您可依需要申請提供筆譯和/或口譯服務。請發送電子郵件給 Kaylee Burgess ([dpu.ej@mass.gov](mailto:dpu.ej@mass.gov)) 來申請語言服務要求，並注明您的首選語言和聯繫信息。

**Kreyòl Ayisyen (Haitian Creole)**

ATANSYON: Gen sèvis tradiksyon ak/oswa entèpretasyon ki disponib sou demann. Tanpri voye imèl bay Kaylee Burgess nan [dpu.ej@mass.gov](mailto:dpu.ej@mass.gov) pou mande sèvis lang, ki enfòm lang ou pi pito a ak enfòmasyon kontak ou.

**Français (French)**

ATTENTION : Des services de traduction et/ou d'interprétation sont disponibles sur demande. Veuillez envoyer un e-mail à Kaylee Burgess à l'adresse [dpu.ej@mass.gov](mailto:dpu.ej@mass.gov) pour demander des services linguistiques, en précisant votre langue préférée et vos coordonnées.

**Русский (Russian)**

ВНИМАНИЕ! Услуги письменного и/или устного перевода предоставляются по запросу. Для запроса услуг перевода обращайтесь к Kaylee Burgess по адресу [dpu.ej@mass.gov](mailto:dpu.ej@mass.gov). В запросе

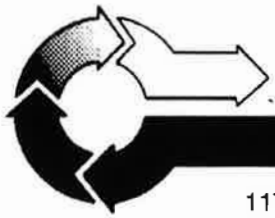
укажите язык перевода и контактную  
информацию.

**ខ្មែរ (Khmer)**

ជូនចំពោះ៖ សេវាកម្មប្រែក្លាយ  
និង/ឬអ្នកបកប្រែផ្ទាល់ គឺមានតាមការស្នើសុំ។  
សូមផ្ញើអ៊ីមែលទៅ Kaylee Burgess តាម  
[dpu.ej@mass.gov](mailto:dpu.ej@mass.gov)  
ដើម្បីស្នើសុំសេវាកម្មបកប្រែភាសា  
ដោយបញ្ជាក់ភាសាដែលអ្នកចង់បាន  
និងព័ត៌មានទំនាក់ទំនង។

**한국 (Korean)**

주의: 요청 시 번역 및/또는 통역 서비스가  
제공됩니다. Kaylee Burgess에게  
[dpu.ej@mass.gov](mailto:dpu.ej@mass.gov)로 이메일을 보내 선호하는  
언어와 연락처 정보를 명시하여 언어 서비스를  
요청하십시오.



# Franklin County Solid Waste Management District

117 Main Street, Second Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
[www.franklincountywastedistrict.org](http://www.franklincountywastedistrict.org) • [info@franklincountywastedistrict.org](mailto:info@franklincountywastedistrict.org)

MEMORANDUM OF UNDERSTANDING  
 BY AND BETWEEN  
 THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT  
 AND  
 THE TOWN OF MONTAGUE  
 REGARDING THIRD-PARTY INSPECTION OF THE  
 TOWN'S MUNICIPAL TRANSFER STATION

This Memorandum of Understanding (MOU) is executed this 18th day of August, 2025, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District," and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

WITNESSETH THAT:

WHEREAS the Town is a member of the Franklin County Solid Waste Management District, and  
 WHEREAS the Town operates a permitted municipal transfer station, and  
 WHEREAS 310 CMR 19.018 requires transfer stations to be inspected yearly by a third-party, and  
 WHEREAS the Massachusetts Department of Environmental Protection (DEP) has authorized the District to serve as a third-party inspector,

THEREFORE, the District and the Town now agree to the following terms and conditions regarding transfer station inspections conducted by the District:

1. The District shall conduct an inspection of the Town's transfer station to ascertain its compliance with 310 CMR 19.00 Solid Waste Management regulations.
2. The District shall conduct said inspection no later than November 30, 2025 using the MA DEP 3rd Party Inspection forms.
3. The District shall invoice the Town \$200 for the transfer station inspection service. This amount will cover a site visit, mileage, writing and submitting a report to DEP, and follow-up if necessary.
4. The District will supply the Town with a copy of the inspection results and identify areas of noncompliance.

(over)

5. The District shall provide information and assistance to the town to address any items of noncompliance. The Town will provide a schedule for taking corrective actions. All costs associated with corrective actions will be borne by the Town.
6. The District shall submit one copy of the inspection report to the MA DEP, the Town Board of Health, Selectboard, and appropriate departments within fourteen (14) days of the inspection per 310 CMR 19.207 (25)(c) and no later than December 31, 2025.
7. The inspection and the District's assistance does not place any responsibility on the District to ensure compliance nor does it relieve the Town of its legal responsibilities to manage and operate the transfer station in compliance with Massachusetts regulations.
8. The Town will indemnify, save harmless, and exempt the District and other member towns, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of the transfer station inspection arising out of a willful or negligent act or omission of the Town, its officers, agents, servants, and employees.
9. The Town will indemnify, save harmless, and exempt the District and other member towns, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of the transfer station inspection arising out of an error or omission by the District, its officers, agents, servants, and employees.
11. This MOU shall be effective through June 30, 2026.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

FCSWMD

\_\_\_\_\_  
Matthew Lord

Board Member

\_\_\_\_\_  
Chris Boutwell, Chair

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

Board Member

\_\_\_\_\_  
Date

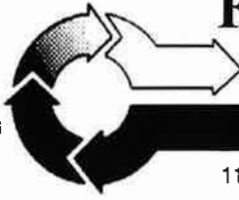
\_\_\_\_\_  
Marina Goldman

Board Member

\_\_\_\_\_  
August 18, 2025

Date

REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



# Franklin County Solid Waste Management District

117 Main Street., 2<sup>nd</sup> Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT  
AND  
THE TOWN OF MONTAGUE  
REGARDING HAULING OF RECYCLABLES AND  
HAULING AND DISPOSAL OF SOLID WASTE;  
HAULING AND DISPOSAL OF BULKY WASTES; AND  
HAULING AND DISPOSAL OF SCRAP METAL AND APPLIANCES

This Memorandum of Understanding (MOU), is executed this 18th day of August, 2025, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District", and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

**WITNESSETH THAT:**

WHEREAS, the District issued an Invitation for Bids (IFB) for hauling services for recyclables and solid waste from District member municipalities, and

WHEREAS, the District negotiated contracts for hauling and disposal services based upon a review of the IFB responses, and

WHEREAS, the District is making these contracts available to member municipalities, and

WHEREAS, the Town selected the hauler to service member municipalities,

THEREFORE, the District and the Town now agree to the following terms and conditions regarding said contracts:

1. The District shall provide administration of the contract on behalf of the Town.
2. The District shall, on a monthly basis, receive all invoices from the Contractor for provided services. Specific town services are listed in Attachment A.
3. The District shall, within seven (7) days of receipt of said invoices, remit to the Town an invoice for the Town's share of the hauling and disposal costs incurred during the preceding month. The invoice shall be based upon the hauling and disposal costs as itemized in Attachment A. The District's invoice will include an administrative surcharge for each service.
4. The Town will remit payment to the District for all charges invoiced by the District within thirty (30) days of receipt of the District's invoice.

(over)

5. In the event that payment from the Town does not reach the District office within the prescribed 30 days, the District may add an additional 1.5% late fee to the outstanding balance after 60 days.

6. The Town shall contact the hauler directly to arrange for pickup of rolloff boxes. Requests for a pickup must be made no later than 48 hours prior to the desired pickup day.

7. The Town has the right to terminate this Agreement at any time, without cause. The District requires no fewer than sixty (60) days written notice prior to the Town terminating this Agreement. If less than sixty (60) days' notice is given, the Town will be financially responsible for the District's lost administrative fees. For example, if a town provides written notice on March 1st to terminate on April 30th, there are no lost administrative fees. If a town provides written notice on March 1st to terminate on March 31st, the Town will be responsible to pay the District for lost administrative fees for one month. Lost administrative fees will be calculated using an average administrative fee based upon the previous three months' invoices.

8. Any questions concerning these hauling and disposal contracts shall be directed to the District Executive Director at 413-772-2438 or at fcswmd@crocker.com. If the Town experiences any problems with the hauler it must report them to the District. The District will pursue all remedies on behalf of the Town.

9. This MOU may be amended by written agreement of both parties.

10. This MOU shall remain in effect from July 1, 2025 to June 30, 2026.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY  
SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS  
MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF  
THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

FCSWMD

Matthew Lord

\_\_\_\_\_  
Selectboard Member

Richard Kuklewicz

\_\_\_\_\_  
Selectboard Member

Marina Goldman

\_\_\_\_\_  
Selectboard Member

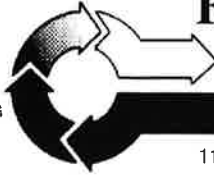
August 18, 2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Boutwell, Chair

\_\_\_\_\_  
Date

REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



# Franklin County Solid Waste Management District

117 Main Street., 2<sup>nd</sup> Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

## ATTACHMENT A

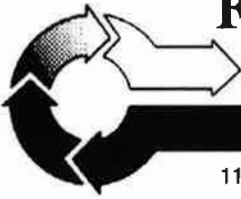
### FISCAL YEAR 2026 HAULING AND DISPOSAL PRICES

The pricing below excludes fuel adjustments.

Town	Recycling	Bulky Waste
Montague	<p>Waste Management</p> <p>\$286 per haul</p> <p>\$431 per tandem haul (\$215.50 per box)</p> <p>\$50/month paper compactor rolloff</p>	<p>Waste Management</p> <p>\$274 per haul</p> <p>\$431 per tandem haul (\$215.50 per box)</p> <p>\$120 per ton</p> <p>\$65 per mattress for disposal</p> <p>\$30 per month per rolloff rental</p>
<b>ADMIN. FEE</b>	<p>\$750/year flat user fee</p> <p>\$4.50/ton</p>	<p>\$750/year flat user fee</p> <p>\$4.50/ton</p>



REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



# Franklin County Solid Waste Management District

117 Main Street., 2<sup>nd</sup> Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

## FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT AND THE TOWN OF MONTAGUE

This MEMORANDUM OF UNDERSTANDING is executed on this 18th day of August 2025, by and between the TOWN OF MONTAGUE, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the TOWN, and the Franklin County Solid Waste Management District, hereinafter referred to as the DISTRICT.

WHEREAS, participating towns have appropriated the funds required for a regional household hazardous waste collection event;

THEREFORE, the Town hereby requests that the DISTRICT initiate a collection event with the following conditions:

1. There will be a regional household hazardous waste collection event on Saturday, September 20, 2025.
2. There will be two (2) sites operating concurrently on the collection day at Greenfield Community College and the Orange Transfer Station.
3. The District will be responsible for the coordination and administration of the event.
4. The Town will be charged its proportional share of the costs of the collection, based upon administrative expenses, the number of participants from the town, and the volume of hazardous waste received from town residents.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT, HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

Matthew Lord

Board Member

Richard Kuklewicz

Board Member

Marina Goldman

Board Member

FRANKLIN COUNTY SOLID WASTE  
MANAGEMENT DISTRICT

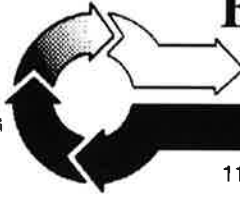
Chris Boutwell, Chair

Date

Date: August 18, 2025



REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



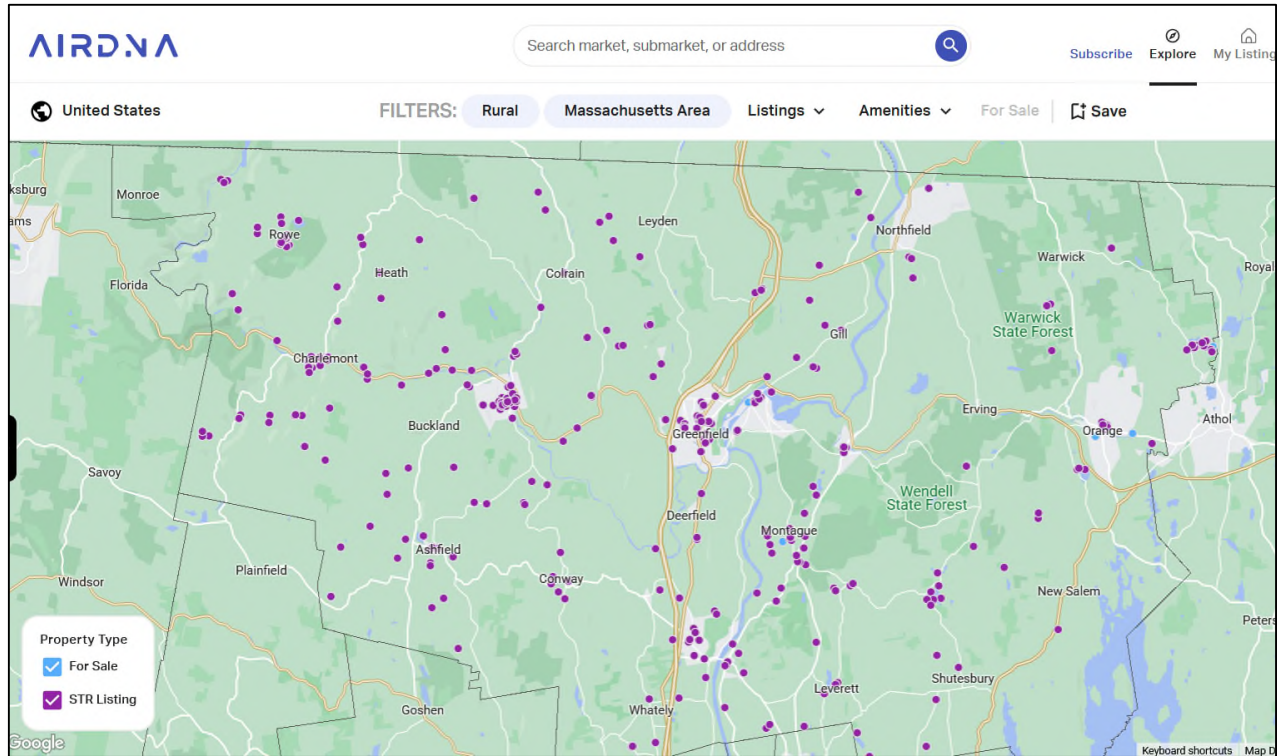
# Franklin County Solid Waste Management District

117 Main Street., 2<sup>nd</sup> Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
[www.franklincountywastedistrict.org](http://www.franklincountywastedistrict.org) • [info@franklincountywastedistrict.org](mailto:info@franklincountywastedistrict.org)

## Attachment A FY26 household hazardous waste budgets

TOWN	HHW Budget
Athol	\$2,500
Bernardston	\$ 900
Buckland	\$1200
Charlemont	\$ 400
Colrain	\$2,100
Conway	\$2,500
Deerfield	\$5,000
Erving	\$1,000
Gill	\$1,250
Hawley	\$ 171
Heath	\$1,200
Leverett	\$1,015
Montague	\$5,500
New Salem	\$1,000
Northfield	\$3200
Orange	\$2,000
Petersham	\$1,000
Phillipston	\$1,200
Rowe	\$ 500
Royalston	\$ 500
Shelburne	\$2,474
Warwick	\$ 800
Wendell	\$1,000
Whately	\$1,200

# Short-Term Rental Update for Franklin County, MA



**March 2025**



*Cover image: Active short-term rentals (purple dots) shown on AirDNA's database as of March 2025*

The work to compile this information for towns is supported in part by a grant awarded to FRCOG called Improving Housing to Improve Health from Massachusetts Community Health and Healthy Aging Funds (MA CHHA Funds).



## Statewide changes and trends

Larger growth sector than hotels. Statewide, short-term rental (STR) bookings and revenue are *growing faster* than hotels. According to the MA Office of Travel and Tourism, between January and July, 2024, STR bookings were up 13% compared to the same period in 2023 and revenues were up 11%, whereas hotel bookings were up 1.3% and revenues up 4.9% for the same time period. During that time period, STRs represented 15% of total lodging bookings and 22% of revenue state-wide. Although we don't have information like this specific to Franklin County, STRs are a significant part of the lodging industry.

State zoning law changes. The Affordable Homes Act included a revision to state zoning law (M.G.L. Ch. 40A) that allows accessory dwelling units (ADUs) by right, and the state has recently issued regulations clarifying and protecting that right. Towns are, however, allowed to restrict the use of ADUs as short-term rentals. We recommend towns think about addressing how STRs fit into their town more comprehensively, however, than only restricting them in ADUs.

Change in state building code. The latest edition of the state building code includes a requirement for annual inspections of STRs by a building inspector.

## Recent town bylaws developed to address short-term rentals

At the May 2024 annual town meeting, three Franklin County municipalities passed bylaws to address short-term rentals, and they did it in very different ways. Here is a summary of what passed.

- Buckland. Developed a general bylaw and a zoning bylaw that was approved by the Attorney General's Office in July 2024. The zoning bylaw sets a preference for owner-occupied short-term rentals, allowing existing non-owner occupied and properly registered short-term rentals to continue operating, and new non-owner-occupied short-term rentals in the village commercial, commercial, and historic industrial zoning districts by special permit through the ZBA. The zoning bylaw establishes performance standards for parking, outdoor lighting, and events. The general bylaw sets up a registration and inspection system.
- Colrain. Developed a zoning bylaw that has not yet been acted on by the Attorney General's office (as of March 2025). It creates a permit system and requires a special permit through the planning board, and some STR units require a site plan review, depending on the size and zoning district. Owners can rent out only one property in Colrain at a time.
- Orange. Developed a zoning bylaw that was approved by the Attorney General's Office in September 2024. It establishes a registration process and sets performance standards and requires that the property be in compliance with all state and local statutes, rules, and regulations pertaining to health and safety.

As of this writing, Shelburne has prepared a set of changes to their zoning bylaw related to STRs that was modeled after Buckland's bylaw but modified to fit the needs of their town. The changes will be up for annual town meeting vote this May 2025.

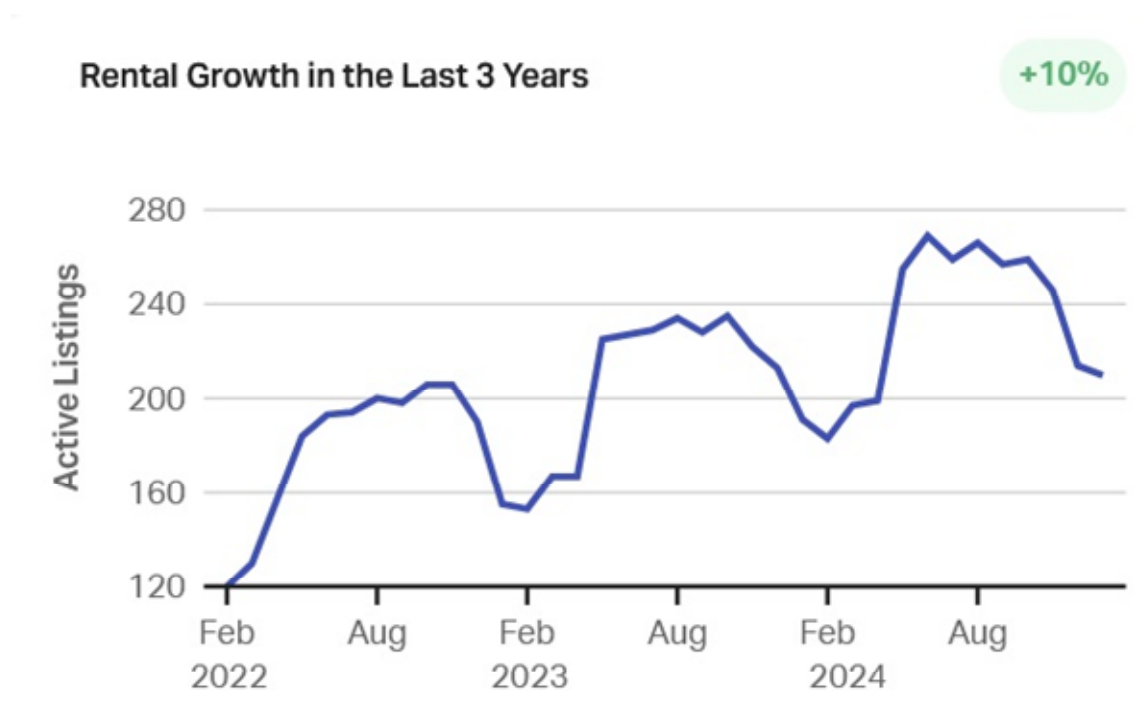
FRCOG has assembled a summary of all bylaws we have found that address short term rentals in MA. This summary is included as Attachment 1.

## Short-term rental data for Franklin County

Though the MA Department of Revenue (DOR) keeps a [Public Registry of Lodging Operators](#), we have found that their data do not necessarily represent *active* lodging facilities. Moreover, the lookup by town is problematic in our area and seems erroneously tied to zip code, not to the town.<sup>2</sup> Short-term renting can be a fluid market, with units going on and off the market for a variety of reasons. If a lodging operator does not close out their account with the MA Department of Revenue, the lodging type will remain on their system.

For this reason, we used grant funds to pay for a one-year subscription to AirDNA, a short-term rental data and analysis company. AirDNA separates their data into Markets and Submarkets. The smallest submarket in our area is the entire county, which they, interestingly, call “Shelburne.” As you can see from the graph below, there is a seasonal pattern showing that active listings in Franklin County decline in the winter and increase in the summer to fall. Nevertheless, there has been overall growth in the number of listings in Franklin County each of the last three years.

*Figure 1. Number of Active Short-term Rental Listings in Franklin County, 2022-2025*



More county-wide information is summarized in the table below.

<sup>2</sup> The registry is online at <https://www.mass.gov/info-details/public-registry-of-lodging-operators>

*Table 1. County-wide statistics available from AirDNA*

AirDNA category	Summary of Franklin County
Number of listings	363 total listings 199 active listings as of 3/2025 Active listings are lowest in late winter and highest in the period of May – October
Average revenue per listing	\$35,000 per year Lowest revenue month = March Highest revenue month = July
Average daily rate	\$219.43
Where properties are listed	73% Airbnb 12% VRBO 16% both
Listing type	81% “entire home” 19% “private room”
Occupancy rate	Average 52% Ranges from 35% to 68% depending on the month

Unfortunately, we cannot get summary statistics like this by town. AirDNA does, however, show dots on a map and some limited information can be gleaned by clicking on the individual dots. FRCOG would be happy to sit down with anyone to try to determine more information by town.

## Local lodging tax revenues continue to increase

Massachusetts cities and towns are permitted to charge a local room occupancy excise tax up to 6% (6.5% for Boston). The room occupancy excise tax applies to room rentals of 90 days or less in hotels, motels, bed and breakfast establishments, and lodging houses, and for short-term rentals of property for 31 days or less.<sup>3</sup> Local and state taxes are paid by the lodging renter, not the owner or operator.

In Franklin County as of March 2025, 16 out of 26 municipalities have opted to levy the local room occupancy tax. According to the MA DOR, **tax revenues in Franklin County towns for all lodging types in 2024 totaled \$954,167**. Revenues have climbed steadily since 2020 and 2024 was almost double the amount in 2021.

These tax revenues for lodging are sent to the towns by DOR on a quarterly basis. There are no restrictions on how towns can use this revenue. FRCOG encourages municipalities to consider earmarking a portion of lodging tax revenues for housing-related projects or assistance, or infrastructure projects that enhance housing in your community.

---

<sup>3</sup> The local room occupancy tax was added and short-term rentals included starting July 1, 2019.

See Table 2 below for lodging tax revenues that have come to towns that have opted into the local tax. Ashfield opted into the tax in 2023, adding an extra \$20,000 of tax revenue to the town budget in 2024. Greenfield and Deerfield have the highest local tax revenues because of larger hotels. Charlemont, Orange, and Shelburne follow with the next highest revenues.

It has recently come to our attention that Leyden has not been receiving their due taxes because of a zip code problem, and we continue to work with Leyden and the MA Department of Revenue, with the support of Anne Gobi, MA Director of Rural Affairs, to sort this out. Please contact us if your community has other issues we should know about.

*Table 2. Local option lodging tax revenues by Franklin County municipality, 2020-2024*

Municipality	Current room tax rate (% of nightly charge)	2020	2021	2022	2023	2024
Ashfield	6%	\$0	\$0	\$0	\$4,957	\$20,326
Bernardston	6%	\$11,076	\$22,611	\$25,516	\$31,270	\$37,601
Buckland	6%	\$5,801	\$12,690	\$17,439	\$17,463	\$15,528
Charlemont	6%	\$28,613	\$46,717	\$50,895	\$79,814	\$66,055
Colrain	6%	\$873	\$18,532	\$14,762	\$15,432	\$16,164
Conway	6%	\$2,190	\$767	\$856	\$3,223	\$5,871
Deerfield	6%	\$127,337	\$188,282	\$247,395	\$273,637	\$272,674
Erving		\$0	\$0	\$0	\$0	\$0
Gill	6%	\$2,470	\$2,385	\$3,127	\$3,060	\$5,434
Greenfield	6%	\$155,945	\$216,230	\$282,933	\$331,235	\$350,514
Hawley		\$0	\$0	\$0	\$0	\$0
Heath		\$0	\$0	\$0	\$0	\$0
Leverett	6%	\$1,821	\$167	\$862	\$1,862	\$4,820
Leyden	3%	\$1,111	\$175	\$0	\$3	\$0
Monroe		\$0	\$0	\$0	\$0	\$0
Montague		\$0	\$0	\$0	\$0	\$0
New Salem		\$0	\$0	\$0	\$0	\$0
Northfield		\$0	\$0	\$0	\$0	\$0
Orange	6%	\$20,013	\$29,677	\$40,585	\$74,618	\$58,364
Rowe		\$0	\$0	\$0	\$0	\$0
Shelburne	6%	\$17,336	\$24,136	\$26,129	\$62,743	\$67,292
Shutesbury	6%	\$157	\$3,812	\$3,343	\$19,287	\$12,772
Sunderland	6%	\$3,775	\$5,590	\$8,201	\$17,872	\$12,704
Warwick		\$0	\$0	\$0	\$0	\$0
Wendell		\$0	\$0	\$0	\$0	\$0
Whately	6%	\$5,781	\$6,351	\$7,345	\$7,434	\$8,048
<b>TOTALS</b>		<b>\$384,299</b>	<b>\$578,122</b>	<b>\$729,388</b>	<b>\$740,199</b>	<b>\$954,167</b>

## Potential next steps in your town or city

If you would like more specific information for your town on anything in this report, please get in touch with Andrea Donlon at [adonlon@frcog.org](mailto:adonlon@frcog.org).

### Select Boards/Town Administrators:

If your town has not yet opted to charge a local room occupancy excise tax, there are sample town meeting warrant articles at our website at <https://frcog.org/short-term-rental-law-workshop-for-towns/>. As we noted earlier, Ashfield passed the local tax in 2023, and in 2024, the tax revenues added \$20,000 to the town. The tax is paid by the lodging renter, not the lodging operator. At the 6% level, a room rented for \$200/night would add \$12 to the bill. It is highly unlikely that lodging renters specifically look to rent an STR in a town that does not have this tax.

If you are wondering how many STRs are located in your town to get a sense of the tax revenues your town may gain, FRCOG can look up data on AirDNA for you.

If your municipality is garnering significant income (more than \$50K) from the local option tax, consider earmarking some portion of the revenues to re-invest in your community in the form of housing development, housing repair, rental assistance, or municipal infrastructure projects for (water, sewer, sidewalks, etc.) that would benefit the Town in some way.

### Planning Boards:

Zoning bylaws address many types of businesses. The Planning Board may want to consider the lodging types existing in your town or may have listed in the zoning bylaws, if you have not already. Short-term rentals are often located in residential areas and like any business use, you may wish to consider where/how that is appropriate. If you wish to address STRs in your zoning bylaw, consider doing so on a more comprehensive level than only restricting them in ADUs.

FRCOG has created a summary list of general bylaws and zoning bylaws across the state that have been adopted to address short-term rentals. The list is included as Attachment 1. For more information or assistance with bylaw changes, please contact Megan Rhodes at [mrhodes@frcog.org](mailto:mrhodes@frcog.org).

### Town Clerks:

Are lodging operators registered as a business in your town under M.G.L. Part I, Title XV, Chapter 110, Section 5? Does the town have a process for registering non-owner-occupied short-term rentals so that there is a local contact person who can be quickly reached if there is an emergency or complaint? For copies of sample registration policies, contact Andrea Donlon. Does your list of STRs match the list that the MA Department of Revenue has, and is your municipality getting the appropriate tax revenues? If not, please contact Phoebe Walker at [walker@frcog.org](mailto:walker@frcog.org).

### Tax Assessors:

Are you aware of the locations of all lodging businesses (including STRs) in your town, and is the board of assessors assessing the properties as such?

**Health Inspectors:**

FRCOG's regional health district, the Cooperative Public Health Service (CPHS) treats short-term rentals as a lodging type and our regional health agents conduct annual inspections for all lodging facilities and coordinates with the building inspectors. Contact Randy Crochier, CPHS Program Manager, for information on this permit at [rcrochier@frcog.org](mailto:rcrochier@frcog.org).

**Building Inspectors:**

As of the beginning of 2025, the latest version of the MA Building Code now requires an annual building inspection of STRs. Building Inspectors are responsible for making sure a short-term rental is compliant with zoning and building codes. FRCOG's Franklin County Cooperative Inspection Program (FCCIP) has developed a Certificate of Inspection process for this new requirement. Contact Gabby Grise for more information at [ggrise@frcog.org](mailto:ggrise@frcog.org).