

## **MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, September 22, 2025**

### **AGENDA**

**Join Zoom Meeting** <https://us02web.zoom.us/j/86015824499>

**Meeting ID: 860 1582 4499      Passcode: 417836      Dial into meeting: +1 646 558 8656**

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

#### **Meeting Being Taped**

#### **Votes May Be Taken**

1. 6:30PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30      Approve Minutes: Selectboard Meeting September 15, 2025 if available
3. 6:30      Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32      **Public Use and Event Licensing**
  - RiverCulture:
    - Requests use of public property (sidewalk only) for Pre-Halloween Festive Bug Parade on October 3, 2025 from 6:00pm to 6:30pm.
    - Entertainment license to play recorded music (DJ) from 5-9pm for activities at 147 Second Street lot on Friday October 3, a RiverCulture sponsored First Friday event.
  - Matt Wolaver and the Shea Theater Arts Center
    - Request for Use of Public Property to close Shea Parking Lot (alleyway) from Avenue A to the back of the Shea building from 4-8PM on Thursday, October 2, 2025
    - Entertainment License requested for the outdoor performance by The Giant Harp on Thursday, October 2, 2025.
5. 6:40      **Flower Power Growers, Inc. with John Stobierski**
  - Request to amend existing Host Community Agreement for cannabis manufacturing establishment at 180 Industrial Boulevard to comply with Cannabis Control Commission.
6. 6:50      **Parks and Recreation Department Business- Jon Dobosz, Director**
  - Approve Contract for Maintenance of Skate Park with Tailblock Concrete LLC for \$2750.00
  - Request the selectboard designates the Bluefish Swim Coach position as a special municipal employee position
7. 6:55      **Department of Public Works Business- Sam Urkiel, Superintendent**
  - Recommendation to adopt new Transfer Station Fee Schedule
  - Execute Agreement between Town of Montague and Tighe&Bond for Engineering Services for Sanitary Landfill Environmental Monitoring \$27,800.00
  - Review of DPW summer projects

**Montague Selectboard Meeting**  
**September 22, 2025**  
**Page 2**

8. 7:10      **Personnel Board**
- Employment Contract with Director of Public Health Ryan Paxton. Hire at Grade C Step 6 (\$82,882.80) retroactive to July 1, 2025.
9. 7:20      **FRTA, Jeff Singleton**
- FRTA Advisory Board update
10. 7:30      **Assistant Town Administrator's Business**
- Request Authorization to apply for MassDOT Local Early-stage Actionable Planning (LEAP) Program for Industrial Blvd Shared-Use Path Planning & Design
  - Execute Grant Agreement with MA Executive Office of Energy & Environmental Affairs for Municipal Vulnerability Preparedness Program. Grant award is \$458,750 and will fund "The Hill Neighborhood Green Infrastructure Master Planning."
  - Update on Strathmore Footbridge Asbestos Abatement; anticipated Change Order #2 from All Star Abatement, Inc.
  - Other Project Updates
11. 7:45      **Town Administrator's Business**
- Airport Industrial Park land swap
  - Follow up on natural gas contract
  - Follow up on 9/15 Kearsarge PILOT presentation
  - Authorize to have the town of Montague be a member of the Upper Pioneer Valley Veteran's Services District
  - Topics not anticipated in the 48 hour posting requirements
12. 8:00      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)

**Next Meeting:**

- Selectboard: Monday, September 29, 2025, at 6:30PM via ZOOM.



# Board of Selectmen Town of Montague

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

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

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

Name of applicant: Bella Levavi / Suzanne LoManto  
Address of applicant: 111 Davis St. Greenfield MA  
Phone # of applicant: 312-813-6285 / 413-863-3200  
Name of organization: Brick House Community Center / RiverCulture  
Name of legally responsible person: ~~Bella Levavi~~ T.O.M.  
Location of assembly: Peskeomskut Park  
Date of assembly: Oct. 3, 2025  
Time of assembly: Begin: 6 pm End: 6:30 pm  
Number of expected participants: 50  
If a procession/parade: sidewalk ONLY  
Route: Peskeomskut Park->Avenue A->3rd Street->L Street->2nd  
Street Alley->NOVA Lot  
Number of people expected to participate: 50  
Number of vehicles expected to participate: N/A.  
Subject of demonstration: Pre-Halloween Festive Bug Parade to Night Market  
co-sponsored by RiverCulture

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

\*\*\*\*\*

Signatures:

Police Chief: [Signature] Date: 9-9-25

Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: 9-22-2025

Comments/Conditions: \_\_\_\_\_

TO BE DROPPED AT TOWN Hall  
on Sept 18<sup>th</sup>  
thanks

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

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)  
CHAPTER 140, SECTION 181

Date of Application: Sept, 17<sup>th</sup> 2025 Date Approved: \_\_\_\_\_ Fee: \_\_\_\_\_

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 25 Oct. 2<sup>nd</sup>  
during the following hours:

Sunday	from:	to:	Thursday	from:	4pm to: 8pm
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from:	to:
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: Oct 2, 2025 { yes } { no }

This is an annual renewal? { yes } { no }

1. NAME OF APPLICANT: Matthew Wolaver TELEPHONE: 413-244-5143  
2. D/B/A: Wolaver Productions DDA / Sheatheater Arts Center  
3. PREMISES: 7 S. Valley Rd. Pelham, MA BUSINESS PHONE: 413-244-5143  
4. The specific categories of licensed entertainment sought to be approved are: N/A  
\_\_\_\_\_ Radio \_\_\_\_\_ Jukebox \_\_\_\_\_ Video Jukebox \_\_\_\_\_ Pinball Machines  
\_\_\_\_\_ Wide Screen TV \_\_\_\_\_ Television/Cable \_\_\_\_\_ Pool Tables

Automatic Amusement Devices: Video Games, Number of : \_\_\_\_\_ Type: \_\_\_\_\_ Video or \_\_\_\_\_ Keno

☒ Dancing by patrons size of floor Parking lot  
☒ Instrumental Music number of instruments & amplifiers 5 including mic-5 amps  
☒ Live Vocalists number of persons/type of show 5 band members / Rock-Funk  
\_\_\_\_\_ Exhibition type \_\_\_\_\_  
\_\_\_\_\_ Trade Show type \_\_\_\_\_  
\_\_\_\_\_ Athletic Event type \_\_\_\_\_  
\_\_\_\_\_ Play type \_\_\_\_\_  
\_\_\_\_\_ Readings of Poetry or other \_\_\_\_\_  
\_\_\_\_\_ New Years Eve "after midnight entertainment" \_\_\_\_\_

Indoors: Size of area to be used: \_\_\_\_\_ Allowed: \_\_\_\_\_ Number of People: \_\_\_\_\_ Allowed: \_\_\_\_\_  
Outdoors: Size of area to be used: entire parking lot Available Parking: off-site / street  
Alcohol to be served: No

Applicant Signature

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

Board of Health Date  
Maura Beckwith 9/18-25  
Police Department, Chief Date

13/1 G 9/18/2025  
Fire Department, Chief Date

Board of Selectmen, Chairman Date

Inspector of Buildings Date





# Board of Selectmen Town of Montague

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

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

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

Name of applicant: Matthew Wolaver / Shea Theater Arts Center  
Address of applicant: 7. South Valley Rd. Pelham, MA 01002  
Phone # of applicant: 413-244-5143  
Name of organization: Shea Theater Arts Center / Wolaver Productions  
Name of legally responsible person: Shea Theater Arts Center  
Location of assembly: adjacent parking lot next to the Shea Theater  
Date of assembly: Oct. 2<sup>nd</sup> 2025  
Time of assembly: Begin: 4pm End: 8pm  
Number of expected participants: 15-50 people, could be up to 100?  
If a procession/parade:  
Route: N/A  
Number of people expected to participate: \_\_\_\_\_  
Number of vehicles expected to participate: \_\_\_\_\_  
Subject of demonstration: N/A

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

\*\*\*\*\*

### Signatures:

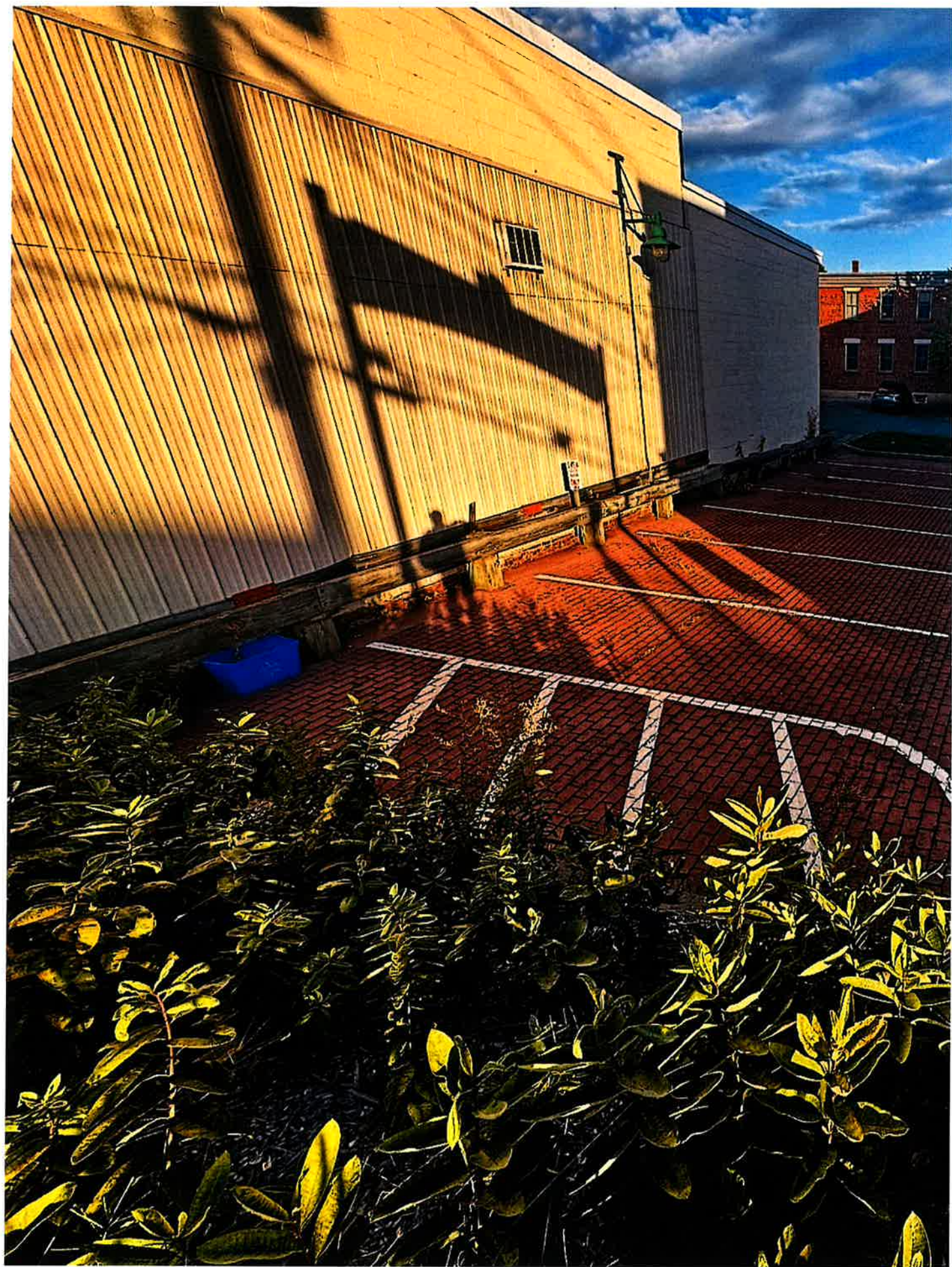
Police Chief: Marsha Beckwith Date: 9-18-25

Comments/Conditions: Spoke to Chief Williams over the phone - Advised  
1 Detail officer will be required for this event.

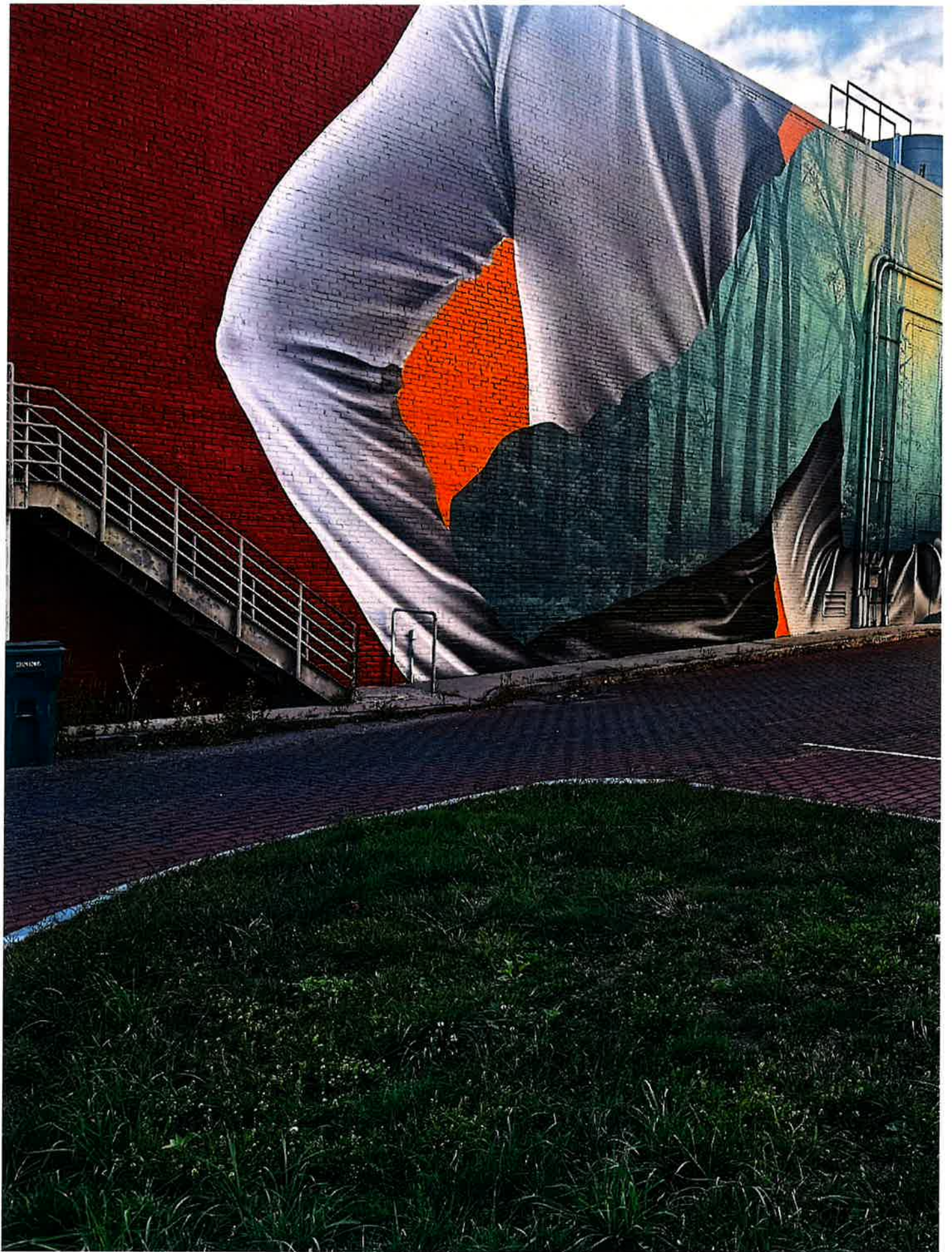
Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

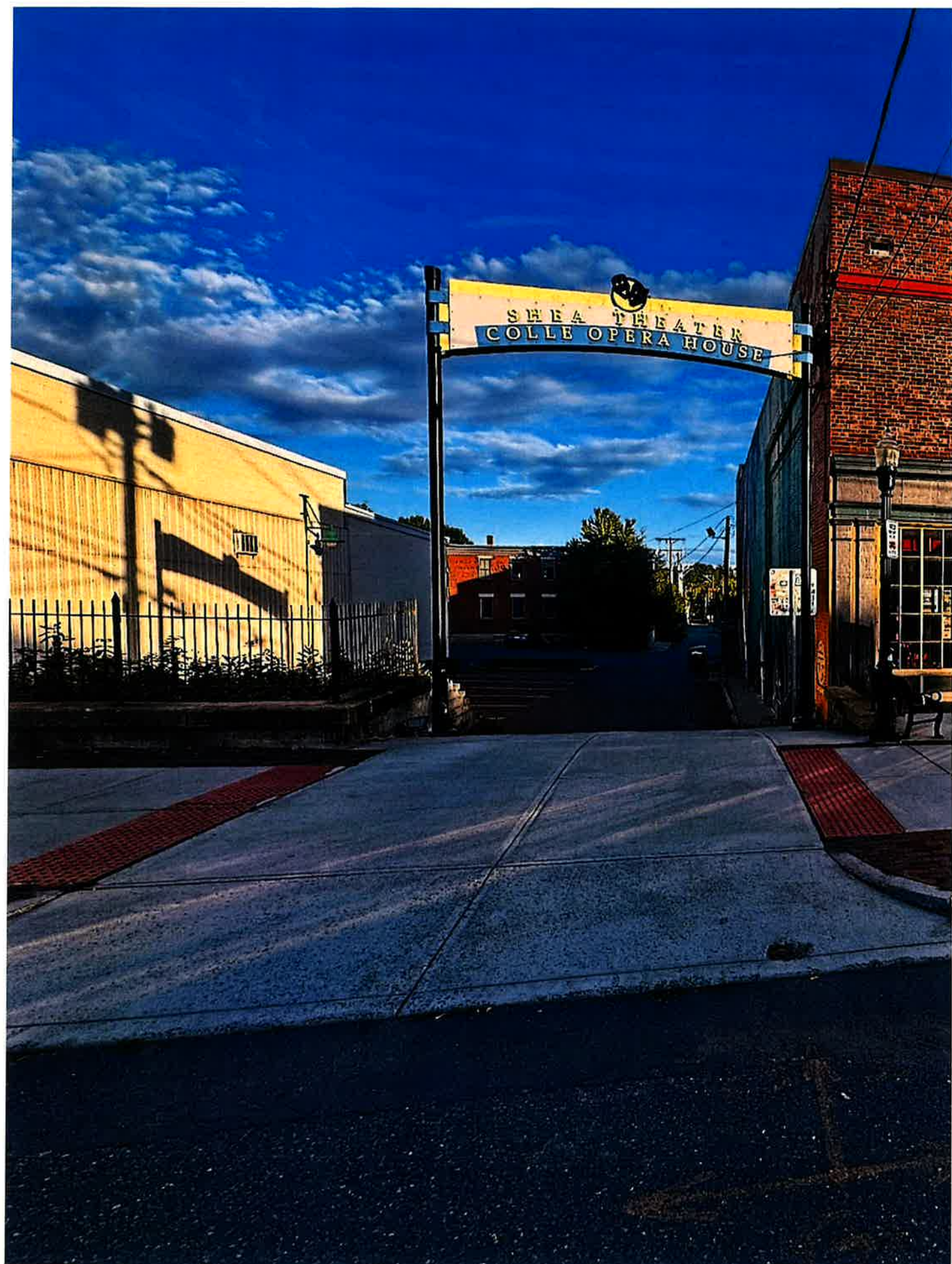
















# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/17/2025

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> Borawski Insurance 88 King Street, Suite B  Northampton MA 01060-3257		<b>CONTACT NAME:</b> Dawn Korenewsky <b>PHONE (A/C, No, Ext):</b> (413) 586-5011 <b>FAX (A/C, No):</b> (413) 586-7973 <b>E-MAIL ADDRESS:</b> dkorenewsky@borawskiinsurance.com																						
<b>INSURED</b>  Shea Theater Arts Center, Inc. P. O. Box 773  Turners Falls MA 01376		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>U.S. Liability Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Employers Assurance Company</td><td>25402</td></tr><tr><td>INSURER C:</td><td>Mount Vernon</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	U.S. Liability Insurance Company		INSURER B:	Employers Assurance Company	25402	INSURER C:	Mount Vernon		INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

## COVERAGES

**CERTIFICATE NUMBER:** 25-26

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			NPP1641691	02/02/2025	02/02/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Abuse and Molestation \$ 100,000
<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							
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			EIG583448300	02/12/2025	02/12/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Liquor Liability			LQ2015862	02/02/2025	02/02/2026	Liquor Liab Per Person \$1,000,000
							Liquor Liab Per Accident \$1,000,000
							Liquor Liab General \$2,000,000

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

The certificate holder listed below is included as additional insured on General liability for ongoing operations if required by written contract or agreement prior to a loss.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Montague 1 Avenue A  Turners Falls MA 01376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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August 28, 2025

City of Montague  
Chief Executive Officer  
[townclerk@montague-ma.gov](mailto:townclerk@montague-ma.gov)

**HOST COMMUNITY NOTICE:**  
**HOST COMMUNITY AGREEMENT OR WAIVER DETERMINATION**

**WHY IS THE HOST COMMUNITY RECEIVING THIS NOTICE?**

As part of the application review process, the Commission evaluates the compliance of the Host Community Agreement (“HCA”) or HCA Waiver that was submitted with the laws and regulations of the Commonwealth pursuant to M.G.L. c. 94G § 3 (d)(1)-(5); 935 CMR 500.180; and/or 935 CMR 501.180. The Host Community named above is receiving this notice as it is one of the parties to the HCA or HCA Waiver—the other party to the HCA or HCA Waiver is as follows:

<b>Applicant/Licensee Business Name:</b>	Flower Power Growers, Inc.
<b>Application/License Number:</b>	MPR244350/MP281983
<b>Application/License Type:</b>	Renewal License Application
<b>Applicant/Licensee Email:</b>	john@stobierski.com
<b>HCA/HCA Waiver Execution Date:</b>	August 5, 2024

**It has been determined that the parties’ HCA or HCA Waiver that was submitted by the applicant/licensee, and is attached to this notice, was found to be noncompliant.** Please note that the applicant/licensee has received the same information contained within this notice and may have other requirements that need to be addressed notwithstanding noncompliance of the HCA or HCA Waiver.

The noncompliant items or needed information that is required is as follows:

Additionally, please respond to the following:

- 1) Please inform the Commission if the indemnification clause on page 6, section 12 is a practice customarily imposed on other non-cannabis businesses within the municipality.
- 2) Please note the date of final licensure for Flower Power Growers, LLC is listed in Commission records as: May 11, 2023





### WHAT ARE YOUR NEXT STEPS?

The Host Community and the applicant/licensee that are parties to the HCA or HCA Waiver may need to renegotiate or rectify the noncompliant issues identified above. Failure to submit a compliant HCA or compliant HCA Waiver may constitute grounds for denial of a renewal application or result in the application remaining incomplete as it relates to new license applications, changes of ownership requests, or change of location requests.

The parties have the following options to come into compliance on this matter:

- The parties can correct the noncompliant issues and submit an amended HCA or HCA Waiver;
- The parties also have the option to proceed under an HCA Waiver. The HCA Waiver is located on the Commission's website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-and-templates); or
- Additionally, the parties also have the option to proceed under an executed HCA that conforms with the Commission's Model Host Community Agreement, to be relied on in the interim until the parties come to an agreement. The Model Host Community Agreement is located on our website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-and-templates)

The relevant application has been reopened for the applicant/licensee to submit the updated compliant documentation or other requested information. It is responsibility of the applicant/licensee to provide the Commission with all subsequent documentation and information.

For additional assistance, please review the Commission's Guidance on Host Community Agreements, which is located via the following link: [Guidance Documents - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/guidance-documents)

If you should have questions regarding this notice, please contact the Commission by email at [licensing@cccmass.com](mailto:licensing@cccmass.com).

Respectfully,

*Olivia Koval*

Olivia Koval  
Director of Licensing



TOWN OF MONTAGUE, MASSACHUSETTS  
AND FLOWER POWER GROWERS INC.

**HOST COMMUNITY AGREEMENT**  
**FOR THE SITING OF A CULTIVATION AND PRODUCT MANUFACTURING**  
**ESTABLISHMENT**

THIS AMENDED CULTIVATION HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 22nd day of September 2025, by and between Flower Power Growers, Inc., a Massachusetts Corporation with a principal office address of 180 Industrial Blvd. Turners Falls, MA 01376 (the “Company”), and the Town of Montague, a Massachusetts municipal corporation with a principal address of 1 Avenue A, Turners Falls, MA 01376 (the “Town”), acting by and through its Selectboard in reliance upon all of the representations made herein (the Company and Town collectively, referred to as the “Parties”).

WHEREAS, the Town and the Company entered into a Host Community Agreement, dated January 11, 2020 (the “HCA”), to locate and operate a marijuana cultivation establishment, and marijuana product manufacturer establishment (collectively and individually, the “Facility”) at the property known as 180 Industrial Boulevard, Turners Falls, Massachusetts;

WHEREAS, the Company has since established a Tier 3, Indoor, Marijuana Cultivation and Product Manufacturing Facility at the property, and was issued a final license for such operations by the Massachusetts Cannabis Control Commission on May 11, 2023 (MC283122 and MP281982) ;

WHEREAS, the Company commenced Cultivation operations at the Facility on October 20, 2023 and Manufacturing operations on January 8, 2024 and wishes to continue operations in the Town;

WHEREAS, Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), amends G.L. c. 94G, §3 relative to host community agreements and community impact fees effective November 9, 2022;

WHEREAS, the Company has agreed upon the provisions of a Special Permit with Site Plan Review #2020-05 that was granted by the Montague Planning Board and filed with the Montague Town Clerk on December 1, 2020;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Cannabis Control Commission issued a Host Community Agreement Determination on June 7, 2024 dictating substantial changes were required to the Host Community Agreement between the Town and the Company dated January 11, 202, with such required changes being incorporated herein;



WHEREAS, the Company and the Town intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the existing Marijuana Cultivator and Marijuana Product Manufacturer; with applicable zoning, laws, bylaws, or ordinances of the Municipality.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Recitals**

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

**2. Community Impact Fees (CIF)**

Intentionally omitted.

**3. Generally Occurring Fees**

Generally occurring fees are those fees which may customarily be imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include but may not be limited to those fees enumerated in Attachment A: List of Taxes and Generally Occurring Fees. The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees as may be applicable and is provided herein.

The Company acknowledges and agrees that it is responsible for other taxes and fees that may be imposed by the Turners Falls Fire and Water District, including but not necessarily limited to real estate and personal property taxes, user fees, and inspection and other fees.

**4. Local Concerns**

The Company agrees to employ reasonable efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting(s) relative to the operation of the Establishment. In addition, at the request of the Selectboard, the Company shall hold community forums for discussion with neighboring residences and businesses owners in order to address community feedback and neighborhood concerns with respect to the operation of the Establishment; the Company shall establish or update its written policies and procedures to address concerns raised. Said written policies and procedures shall be presented to the Selectboard and reviewed annually by the Board as part of the Company's annual report to ensure compliance with the policies and procedures and

to address any further impacts requiring mitigation. The policies and procedures addressing community impact mitigation adopted by the Company and presented to the Selectboard shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledges that in the event the Town receives five (5) or more complaints from citizens within any three (3) month period relative to the failure to mitigate conditions relative to the operation of the Establishment, the Company shall be required to meet with the Selectboard if requested by the Town, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints to the satisfaction of the Board.

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance, in the opinion of the Selectboard, to surrounding properties. The Company shall develop an odor mitigation plan and submit the plan to the Town for approval, such approval not to be unreasonably withheld. At a minimum, the Company agrees to implement a dual odor control system at the Establishment. This system will include: (i) an internal building air scrubbing system designed to continuously remove volatile compounds from the greenhouse air during periods of closed (non-actively vented) operations, and (ii) an active vapor control system desired to neutralize odors from ventilation emission points when greenhouse is ventilation is in use. The Company shall ensure proper maintenance of all odor mitigation equipment.

Complaints received by the Town concerning odors leaving the Establishment that are detectable at abutting properties must be addressed thoroughly and expediently by the Company. The Company agrees to undertake an internal investigation and report its findings and proposed corrective actions within seven (7) days of receipt of odor complaints. The Company agrees and acknowledges that in the event that the Town receives five (5) or more complaints from citizens, within any three (3) month period, with respect to odor impacts that have not been adequately mitigated in relation to the operation of the Establishment, the Company shall be required to meet with the Selectboard, which may require that additional mitigation measures be taken at the Company's sole expense including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by Independent Engineer, to address the specific nature of the complaints to the satisfaction of the Selectboard.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, or the conditions of the Special Permit and/or Site Plan Approval, with respect to odor violations.

## **5. Local Opportunities**

The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.



## **6. Security**

Company shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Company will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

## **7. Duration and Termination**

This Agreement shall continue in effect for a term of eight (8) years from the date that the Company first commenced operations at the Facility unless terminated in accordance with the following provisions.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with substantial willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to the Company of written notice of such violation; (ii) there is any other material breach of the Agreement by the Company, which breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; or (iv) the Company's license is revoked by the Commission.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Facility. The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice.

## **8. Surety/Closure and Clean-Up**

In the event the Company ceases operations at the Facility for a period greater than sixty (60) days with no substantial action taken to reopen, the Company shall remove all growing materials, plants, chemicals or hazardous materials, and cannabis paraphernalia from the Facility within one-hundred-twenty (120) days of such cessation. The Parties acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein will cause actual damage to the Town, which damages are difficult or impracticable to calculate.

## **9. Community Support**

The Company in its sole discretion, may donate funds to local community initiatives in the Town as a good corporate citizen at any time it wishes. Such donations of volunteer time or

money shall not be required, however, as obligations to the Town under this Agreement or otherwise.

#### **10. Additional Obligations**

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Company shall not assign, or otherwise transfer or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee or successor entity submit all information deemed relevant to such transaction by the Town and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) any other change in majority ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment that requires approval by the Commission.

#### **11. Notice Requirements**

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To: Town Administrator  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

With a copy to: Carolyn M. Murray, Esq.  
Town Counsel  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Floor,  
Boston, MA 02110

To Company: Ezra Hagerty CEO  
Flower Power Growers, Inc.  
180 Industrial Blvd.

**12. Indemnification**

Intentionally omitted per Cannabis Control Commission.

**13. Severability**

If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

**14. Governing Law**

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

**15. Representation of Authority**

Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Amendment on behalf of the Party for which he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 22nd day of September, 2024.

**TOWN OF MONTAGUE  
SELECTBOARD**

**Flower Power Growers, Inc**

\_\_\_\_\_  
Matthew Lord, Chair

\_\_\_\_\_  
Ezra Hagerty, CEO

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

Abstaining  
\_\_\_\_\_  
Marina Goldman, Clerk



## **Attachment A: List of Taxes and Generally Occurring Fees**

Real Estate Taxes

Personal Property Taxes

Tax and Sewer Demand Fees

Sewer User Fees, Which May Include Industrial User Surcharges

Community Preservation Act tax (Not Currently Adopted)

Cannabis Retail Sales Excise Tax

Motor Vehicle Excise Tax

Boat Excise Tax

Meals Excise Tax

Multiple fees charged to excise tax if they go to the deputy collector (driven by MGL Chapter 60 Section 15)

Tax Title Fees (again driven by MGL)

Building Permit Fees

Special Permit and ANR Fees

Health Fees (inspections, non-compliance, vendor fees for events with food trucks, etc.)

Alcohol/Common Victualers/Entertainment Licenses or Permits

Municipal Lien Certificate Fees

Returned Check Fees

Assessors' Fees (for non-compliance with providing personal property information)

Accident Report Fees (charged by police for insurance companies)

Transfer Station Disposal Fees

Betterment Fees (None Presently, for Defined Geographies)

## STANDARD CONTRACT

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and **Scott Dixon of Tailblock Concrete LLC**, with an address of **18 Christian Square, Putney, VT 05346**, hereinafter referred to as "Contractor", effective as of the **22** day of **September**, 20**25**. In consideration of the mutual covenants contained herein, the parties agree as follows:

### ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with **Unity Skate Park Repairs** services, including the scope of services set forth in Attachment A.

- 1) Grind Out and caulk cracks
- 2) Cut, clean, and prep large, chipped sections for placement of patch material.
- 3) Apply patching material and finish to desired smoothness
- 4) **Full Scope of Work -**
  - i. Ensure skatepark is closed for the day using signs
  - ii. Grind and cut away all surfaces that will be caulked or patched.
  - iii. Clean out all dust.
  - iv. Tape off side of caulk lines to ensure clean caulk lines
  - v. Apply silicone caulk rated to bond with concrete to all cracks
  - vi. Apply specialty patch material to exposed chips.
  - vii. Finish specialty patch material to match smoothness and depth as surrounding concrete.
  - viii. Fill in single exposed mortar joint between pool copings.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing  
**October 14, 2025, through November 17, 2025**

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$ 2,750.** The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the



Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

#### **ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

#### **ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

#### **ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

##### **General Liability**

Property Damage Liability  
(or combined single limit)

##### **Bodily Injury Liability:**

\$1,000,000 per occurrence

\$ 500,000 per occurrence

\$1,000,000 per occurrence;

\$3,000,000 aggregate

##### **Automobile Liability**

Bodily Injury Liability:

\$1,000,000 per occurrence

Property Damage Liability

\$ 500,000 per occurrence

(or combined single limit)

\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an "additional insured" and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.



**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

\_\_\_\_\_, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

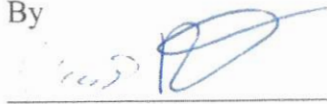
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

 9/16/25

Matthew Lord

Scott D. Roy Owner/operator  
Printed Name and Title

Richard Kuklewicz

Marina Goldman

Date: September 22, 2025

Approved as to Availability of Funds:

\_\_\_\_\_  
Town Accountant  
530276/99999/0003

(\$ 2,750.00 )  
Contract Sum



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2025

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> THE HILB GROUP OF NEW ENGLAND 102 MAIN ST PO BOX 606 KEENE NH 03431 Phone: 603.352.2121 Fax: 603.357.8491	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>Ext:</b>
<b>INSURED</b> TAILBLOCK CONCRETE LLC PO BOX 34 PUTNEY VT 05346	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Acuity, A Mutual Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		
14184		

## 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ZN9125	08/22/2024	08/22/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

## CERTIFICATE HOLDER

## CANCELLATION

Town of Montague  
1 AVENUE A  
TURNERS FALLS, MA 01376

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

AUTHORIZED REPRESENTATIVE

*Sherry Murphy*

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## MONTAGUE PARKS & RECREATION DEPARTMENT

56 First St./Unity Park Fieldhouse

Turners Falls, MA 01376

Phone: (413) 863-3216/Fax: (413) 863-3229

[www.montagueparksrec.com](http://www.montagueparksrec.com)

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*Jonathan J. Dobosz, CPRP*  
*Director of Parks & Recreation*  
*[recdir@montague-ma.gov](mailto:recdir@montague-ma.gov)*

*Jennifer L. Peterson*  
*Clerk/Bookkeeper*  
*[recclerk@montague-ma.gov](mailto:recclerk@montague-ma.gov)*

### **JOB TITLE:** Head Coach, Bluefish Swim Team (PT/Seasonal)

**JOB DESCRIPTION:** The Bluefish Swim Team has been in existence since 1976 and is one of very few competitive/recreational swim teams in Franklin County, MA. Our vision is to provide a safe and supportive community where swimmers of all abilities can achieve their highest physical, emotional, and social potential. Our swimmers, ages 5 – 18, cover a wide spectrum of skills and abilities, and the ideal candidate is an experienced swim coach who can provide consistency, leadership, patience, empathy and positivity to enable each swimmer to meet their highest potential. The ideal candidate is someone who has a growth mindset and is continuously looking for new ways to improve and expand each swimmer's capacity, the Bluefish Program, coaches, volunteers and themselves. This individual reports directly to the Director of Parks & Recreation.

#### **I. Primary Duties:**

- a. Analyzes individual swimming skills and clearly communicates where corrections are needed for each swimmer
- b. Proficient in stroke technique and USA swimming rules
- c. Efficiently coordinates and plans meets, workouts for each practice, special events and assign duties to staff members and parents in relation thereto
- d. Sets goals for the team, and individual swimmers
- e. Learns and becomes proficient in Hy-Tech Meet Manager and Team Manager computer software programs

#### **II. General Responsibilities:**

- a. Able to work nights and most Saturdays from mid-October through early March, including at least one full weekend for the Pioneer Valley Swim League Championship
- b. Provides a safe Bluefish Swim Team Program for swimmers, coaches and volunteers
- c. Collaborates with other coaches to place swimmers in appropriate training groups
- d. Utilizes a range of activities to improve water and skill confidence
- e. Ensure that each child is always dealt with in a respectful and sensitive manner
- f. Enforces departmental and program policies, and to address related issues on a timely basis
- g. Assists the Director of Parks & Recreation in maintaining and updating information on the team's website ([www.montaguebluefish.com](http://www.montaguebluefish.com)), when needed
- h. Able to communicate effectively in a large group atmosphere, face-to-face, and via written form including reports, e-mail, social media (Bluefish Facebook Page), and Remind App (or equivalent text communication system)
- i. Assists the Director of Parks & Recreation in coordinating swim meets and events, including the training of parent volunteers for various swim meet duties



- j. Attends all Pioneer Valley Swim League meetings and sponsored events
- k. Works, on occasion, as a liaison between the staff, parents, and Director
- l. Completes all pertinent documentation related to the Bluefish Program
- m. Reports major injuries, accidents, illness or incidents IMMEDIATELY to the Director of Parks and Recreation
- n. Maintains a high level of customer service when communicating with parents, children and other members of the community
- o. Oversees safety, cleanliness and general care of supplies and equipment used in the program, and makes recommendations for new items when needed, in addition to reporting damaged and loss of supplies and equipment.
- p. Meets with the Director and other staff throughout the season and provide updates and recommendations concerning program planning and general function of the program
- q. Performs other duties as deemed necessary by the Director

**III. Skills:**

- a. Must possess a strong overall knowledge and understanding of all types of swimming strokes and techniques.
- b. Outstanding leadership and motivational skills
- c. Excellent communication and organizational skills
- d. Responsible, reliable, respectful and works as a positive role model
- e. The ability to use common sense and good judgment in all matters, including high stress situations
- f. The ability to change duties at a moment's notice
- g. General literacy in computer-related programs

**IV. Qualifications:**

- a. Previous youth swim coach experience preferred
- b. Certified in Basic Lifeguarding and First Aid and CPR preferred
- c. High school graduate or GED equivalent
- d. Associate's degree or equivalent in Early Childhood Education, Special Education, Physical Education, Recreation/Sports Management or related field preferred; Bachelor's degree a plus

## **Current**

### **Recycle Fees**

**Fees must be paid by check or money order to Town of Montague.**

- Sofas, Chairs, Bureaus, Rugs, Etc. -\$20.00ea.
- Mattresses and Box Spring - \$35.00ea.
- Air Conditioners, Refrigerators, Freezers, Dehumidifiers- \$20.00ea.
- Microwaves- \$10.00ea.
- TV's, Computers, Monitors, VCR'S, Etc. - \$15.00ea.
- Large TV's 27" Screen or Larger/Consoles- \$20.00ea.
- Pool Liners      Small- \$20.00ea.      Large- \$30.00ea.
- Demo. - \$60.00 cu.yd. With Demo Permit-\$10.00 from Highway Dept.
- Tires- Car, Pick Up Truck \$6.00ea, Large Truck \$10.00ea. Must be off the rims and no Heavy Equipment Tires.
- Propane Tanks- \$5.00ea.
- Fluorescent Bulbs- 4ft.= \$0.50ea, over 4ft.= \$1.00ea.
- Ballast - \$5.00ea.
- Brush \$12.00 cu. yd. for contractors
- Grass, Leaves, Garden Compost (no charge)
- Clean Used Motor Oil (no charge)
- Clean Metal (no charge)

**NO PAINT OR HAZARDOUS MATERIAL.**

**Hours: Wed. 7:00am – 1:00pm & Sat. 7:00am – 2:30pm**

**Montague Transfer Station Fees - 11 Sandy Lane****Wednesday: 7:00AM - 1:00PM and Saturday: 7:00AM - 2:00PM****Fees must be paid by CHECK OR MONEY ORDER made out to Town of Montague**

Item	Price / Each	Comments
A/C units, refrigerators, freezers, dehumidifiers	\$ 25.00	
Brush per cubic yard	\$ 12.00	
Clean used motor oil	\$ -	
Compost	\$ -	
Demo (sheetrock, plaster, etc.) per cubic yard	\$ 60.00	Must have Demo permit from DPW \$10
Demo (bricks, cement, shingles etc.) per cubic yard	\$ 80.00	Must have Demo permit from DPW \$10
Dishwashers, stoves, dryers, washing machines, heaters, microwaves, air fryers	\$ 10.00	
Floor size copiers	\$ 30.00	
Grass and leaves (no plastic bags)	\$ -	
Hazardous waste	Not accepted	Haz Waste Collection Day is in September.
Hot tubs	\$ 80.00	
Mattresses and box springs	\$ 35.00	
Mattresses and box springs, SOILED	\$ 50.00	Can not be recycled
Newspaper, cardboard, glass cans, and plastic	\$ -	
Paint	Not accepted	Haz Waste Collection Day is in September.
Pool liners	\$ 25.00	
Scrap metal	\$ -	
Sofas, chairs, bureaus, rugs, etc.	\$ 30.00	
Textiles	\$ -	Utilize CMRK drop-box
Toilets and sinks	\$ 15.00	
Household trash	Not accepted	
TV's, computers, monitors, VCR's, etc.	\$ 25.00	
Fluorescent bulbs: 4FT	\$ 0.50	Not broken
over 4FT	\$ 1.00	Not broken
Ballasts	\$ 5.00	
Propane tanks: ≤1#	\$ 1.00	
≤25#	\$ 5.00	
≤ 50#	\$ 10.00	Larger than 50# not accepted
Tires: Car	\$ 6.00	
Pick up truck	\$ 6.00	
Large truck	\$ 10.00	No heavy equipment tires
Tires on rims	\$ 15.00	



**AGREEMENT  
FOR  
ENGINEERING SERVICES  
FOR  
SANITARY LANDFILL  
ENVIRONMENTAL MONITORING  
FISCAL YEAR 2026  
\*\*\*\*\*  
HIGHWAY DEPARTMENT  
TOWN OF MONTAGUE, MASSACHUSETTS**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2026 by and between the Town of Montague, Massachusetts, hereinafter designated as the "TOWN", a municipal corporation duly established by law in the Commonwealth of Massachusetts, as represented by its Board of Selectmen, hereinafter designated and referred to as the "BOARD" and Tighe & Bond, Inc., a corporation incorporated under the laws of Massachusetts, and having its principal office in the City of Westfield, said Commonwealth of Massachusetts, hereinafter designated as the "ENGINEER".

**WHEREAS**, the Massachusetts Department of Environmental Protection (MassDEP) requires groundwater and surface water monitoring of the Montague Sanitary Landfill (hereinafter "Project"), and

**WHEREAS**, the BOARD requires professional engineering services relative to conducting the monitoring activities.

**NOW THEREFORE**, the BOARD and the ENGINEER, for the consideration hereinafter named, agree as follows:

**SECTION 1 - SCOPE OF THE WORK**

The professional engineering services, which are specifically included in this AGREEMENT, are as follows:

A. Groundwater, Surface Water and Landfill Gas Monitoring

The ENGINEER shall monitor landfill gas and collect and analyze groundwater and surface water samples in accordance with the program outlined in Attachment A. The ENGINEER shall summarize the data and forward the laboratory reports and data summary to the BOARD after each sampling event.

**SECTION 2 COMPENSATION**

The BOARD agrees to pay, and the ENGINEER agrees to accept as full compensation for all work called for and completed under the terms of this AGREEMENT, fees and charges as follows:

- A. All services performed under Section 1 shall be furnished on an "hourly plus expense" basis. For the purposes of determining a contract value, it is mutually agreed that the services under this AGREEMENT shall be limited to a maximum fee of \$27,800 for Fiscal Year 2026, invoiced in accordance with ENGINEER's standard billing rates. The breakdown of this limiting fee is as follows:

**Task 1: Semi-Annual Groundwater and Surface Water Monitoring (2 events)**

Labor	\$ 9,800
Laboratory Analysis, Sampling & Transportation	<u>\$16,200</u>
Total Estimated Cost	\$26,000

**Task 2: Semi-Annual Landfill Gas Monitoring**

Labor	\$1,100
Equipment Rental & Transportation	<u>\$ 700</u>
Total Estimated Cost	\$1,800

- B. For outside services, which are rendered for the ENGINEER by others than its direct employees, the fee shall be the ENGINEER's direct cost-plus ten percent.
- C. Automobile transportation for employees of the ENGINEER traveling in direct reference to the project shall be paid for at the standard Federal rate per vehicle mile at the time of travel.
- D. The ENGINEER shall not be required to provide any engineering services under this AGREEMENT that will result in the limiting fee being exceeded, without first amending this AGREEMENT. In the event that this limiting fee has to be exceeded for reasonable cause, the BOARD and the ENGINEER shall mutually revise it by written amendment to this AGREEMENT. In the event that the BOARD and the ENGINEER cannot reach agreement, the work shall thereupon cease.
- E. Interim payments shall be made monthly to the ENGINEER as the project proceeds. It is understood and agreed that the ENGINEER will be paid only for services rendered by its employees and expenses under this AGREEMENT. All services rendered by TOWN employees will be at no cost to the ENGINEER and it will receive no payment therefore.

**SECTION 3 - MISCELLANEOUS**

- A. The BOARD and the ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors,

assigns and legal representatives of such other parties with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the BOARD.

- B. This AGREEMENT represents the entire and integrated Agreement between the BOARD and the ENGINEER and supersedes all prior negotiations, representations or Agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both BOARD and ENGINEER.
- C. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the BOARD or the ENGINEER.
- D. Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by TOWN or TOWN representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, TOWN agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

**IN WITNESS WHEREOF**, the BOARD and ENGINEER have caused these presents to be signed by their respective duly authorized representatives for the purpose on the day and year first written above.

**TOWN OF MONTAGUE** 9-22-2025  
**BY IT'S BOARD OF SELECTMEN**

Matthew Lord

Richard Kuklewicz

Marina Goldman

In the Presence of:



In the Presence of:



**TIGHE & BOND, INC.**



Peter Valinski, PE  
Vice President

Certified as to Appropriation

Town Accountant

**ATTACHMENT A**

**GROUNDWATER, SURFACE WATER AND LANDFILL GAS MONITORING**



**TABLE 1**  
**Environmental Monitoring Program Parameters**

**General Chemistry**

Field pH  
Field Temperature  
Field Specific Conductance  
Field Dissolved Oxygen  
Alkalinity  
Chemical Oxygen Demand (COD)  
Chloride  
Cyanide  
Nitrate (As Nitrogen)  
Sulfate  
Total Dissolved Solids (TDS)

**Metals**

Iron (Fe)  
Manganese (Mn)  
Arsenic (As)  
Barium (Ba)  
Cadmium (Cd)  
Chromium (Cr)  
Copper (Cu)  
Lead (Pb)  
Mercury (Hg)  
Selenium (Se)  
Silver (Ag)  
Zinc (Zn)  
Calcium (Ca)  
Sodium (Na)

**Volatile Organic Compounds (VOCs)**

EPA Method 8260 Including:

Acetone  
Methyl Ethyl Ketone (MEK)  
Methyl Isobutyl Ketone (MIBK)  
Xylenes  
+ ID Unknown Peaks @ 2x Base

Separate Low-Level Analysis for 1,4-Dioxane

**Landfill Gas Monitoring – Field Parameters**

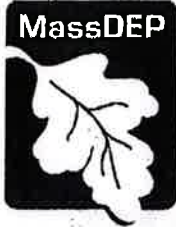
Methane – total percent  
Carbon Dioxide – total percent  
Oxygen – total percent  
Balance Gas – total percent

**TABLE 2**  
**Environmental Monitoring Program Locations**

Location	Description
<b>Groundwater Monitoring Wells</b>	
DW-1	Downgradient Shallow Well - North of Landfill
DW-2S	Downgradient Shallow Well - Northwest of Landfill
DW-3	Downgradient Shallow Well - West of Landfill (no longer exists)
DW-4	Downgradient Shallow Well - Southwest of Landfill
MW-6S	Upgradient Shallow Well - East of Landfill
MW-7S	Downgradient Shallow Well - Southeast of Landfill
MW-8S	Downgradient Shallow Well - Southwest of DW-4
<b>Surface Water &amp; Seepage Area Stations</b>	
Stream S-2	Downstream Station @ Greenfield Road - Randall Brook
Stream S-4	Downstream Confluence - North and South Branches of Randall Brook
SA-1	Downgradient Seepage Area - South Branch Randall Brook
MH-DP	Discharge Pipe for Internal Drainage from the Old Burn Dump Area - North Branch Randall Brook
SA-BD	New Seepage Area at the Old Burn Dump Area
<b>Landfill Gas Monitoring Locations</b>	
GW-1	Between the Landfill and the Transfer Station area
GW-2	Between the Landfill and the Dog Shelter
GW-3	Between the Landfill and the Judd Wire, Inc. facility

**ATTACHMENT B**

MassDEP Solar Field Permit Approval dated April 15, 2019



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Western Regional Office • 436 Dwight Street, Springfield MA 01103 • 413-784-1100

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

Martin Suuberg  
Commissioner

April 5, 2019

Walter Ramsey, Town Planner  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

**See Condition 5 for LFG MW  
Requirement**

Re. Montague - SWM - Landfill  
Former Burn Dump  
BWP SW 25 - Corrective Action Design  
File No. 19-192-001  
Transmittal No. X272789

Dear Mr. Ramsey:

On October 2, 2018, the Department of Environmental Protection, Western Regional Office ("MassDEP"), received a BWP SW 25 permit application for a Corrective Action Design for the final closure of the former burn dump off Sandy Lane in Montague, MA. The application is contained in the following Report:

Montague Burn Dump  
Montague, Massachusetts  
BWP SW 25 Corrective  
Action Design (CAD)  
Permit Application  
Prepared For:  
Town of Montague  
Montague, Massachusetts  
June 2018

(one volume bound text and 11 plan sheets)

The application and Report were prepared on behalf of the Town of Montague ("Town") by Tighe & Bond of Westfield, MA. The plans are signed and stamped by Brian S. Huntley, Massachusetts Registered Professional Engineer (Civil) No. 46273 and Francis J. Hoey, III, Massachusetts Registered Professional Engineer (Civil) No. 40111

Tighe & Bond submitted additional information on January 31, 2019 and April 3, 2019 in response to MassDEP questions and comments.



## Project Description

The Town proposes to construct final cover over the former burn dump. The burn dump site is about 7.6 acres in size (however, the area within the limit of work is approximately 11.2 acres, as some of the construction will occur outside the limits of waste). The final cover is proposed to consist of 1.5 feet of low permeability soil (hydraulic conductivity  $\leq 1.0 \times 10^{-5}$  cm/sec) overlain by 8 inches of vegetative support soil. The cover design is described in more detail below.

### 1. Site History

The Town reportedly began operating a burn dump at the site in the 1930s, which continued into the early 1970s. The Town reportedly began transitioning to sanitary landfill in 1970, after being cited for open burning. Sanitary landfilling of Municipal Solid Waste at the site ended in 1974, when the Town began operating a sanitary landfill at a nearby site. The burn dump was later used for disposal of wood waste and construction and demolition waste. MassDEP ordered the dump to close on June 2, 1982 after observing operational problems. Soil cover was subsequently placed on the dump.

In about 1973, the Town began to study ways to reduce leachate impacts to nearby Randall Brook. The landfill began in the top of a ravine, and filling inside the ravine reportedly accelerated beginning around 1970 after the Town switched to sanitary landfill methods. Two pipes had been installed in the ravine around 1970 or 1971, including: an 8-inch perforated interceptor installed across the top of the ravine, connected to a 6-inch drain pipe running down the ravine, and an 8-inch perforated pipe running down the eastern side of the ravine. Both pipes discharged near a stream, known as Randall Brook, below the limit of fill. These pipes were intended to intercept groundwater and reduce the generation of leachate, but actually acted to collect leachate and discharge it to the brook. The pipes were later buried in waste.

Based on a 1973 engineering analysis, in 1974 the Town installed an additional 10-inch concrete interceptor pipe (at a lower elevation than the original 8-inch pipe) with a 10-inch drain pipe running down the ravine. The older 6-inch and 8-inch pipes were cut back by 200 to 300 feet and plugged. Following this work, leachate apparently followed the paths of the abandoned pipes and continued to impact the brook. Water from the new 10-inch pipe was reportedly cleaner than the water from the two older pipes, but still contained substantial levels of iron, leading to iron oxide staining in the brook sediments. Water from this pipe continues to contain elevated levels of iron, manganese, and zinc. Reportedly, flow from this pipe is on the order of 100,000 gallons per day.

A 1979 engineering analysis made on behalf of the Town by Curran Associates recommended installing a pump station at the base of the ravine, installing a collection pipe to capture the leachate before it reached the brook, and then pumping it to a recharge area at the landfill and/or to the municipal sewer system. These recommendations were never implemented.

A Corrective Action Alternatives Analysis was submitted to address final closure of the burn dump and elimination of the leachate discharge on March 3, 1998, but MassDEP determined that the Town's preferred alternative (abandoning the subdrain system by backfilling it with concrete) was insufficient to address the environmental impacts of the site. In more recent years, Tighe & Bond conducted a limited assessment of the site on behalf of the Town to determine the extent of waste deposition and design a final cover system.

## 2. Final Cover Design

The site is currently heavily overgrown by trees and brush, which will need to be removed in the initial stages of construction. The design plans indicate that the existing grading will be substantially altered prior to installation of the final cover. The existing cover soil (generally six inches to 2.5 feet in thickness) will be stripped and stockpiled prior to waste regrading, and then used for shaping and grading material. The northern part of the landfill will generally be graded to a 5% minimum slope. The existing very steep slopes in the ravine area will be reduced to a maximum of about 4 horizontal to 1 vertical (4:1). The plans indicate that there are small areas where existing waste will need to be moved under the future cap because it is currently outside of the proposed limit of capping.

The northern part of the landfill will contain approximately 645 feet of landfill gas venting trench, with five passive landfill gas vents. The trench will be 2 feet wide and 2 feet deep, lined with nonwoven geotextile, and filled with crushed stone. A 6-inch diameter slotted corrugated high density polyethylene (HDPE) pipe will be installed in the center of the trench. The five vertical passive vents will be constructed of 4-inch solid wall schedule 80 polyvinyl chloride (PVC) pipe, which will be connected to the horizontal pipe via Fernco connectors. No gas venting layer (e.g. sand) is proposed for the cover system. However, given that this is an alternative cover design, the barrier layer has a higher permeability than a standard cap would have, and a substantial part of the landfill contains burn debris, MassDEP has determined that it is acceptable to omit the gas venting layer.

Stormwater on the upper (5% slope) portion of the cap will travel generally south via sheet flow towards the ravine. The diversion berms will be lined with 60-mil HDPE channel liner with welded seams. On the steeper ravine slopes, three levels of rock-lined diversion berms will direct the stormwater either to the east or west to two rock-lined down chutes

The design includes a biofilter system at the toe of the landfill to treat potentially contaminated groundwater expected to leach out from under the cap. Groundwater seeping out under the lower edge of the cap will discharge into a collection swale. A toe drain as well as a system of drainage pipes (including a perforated 8-inch running under, and parallel to the toe connected to 8-inch solid wall daylighting pipes every 100 feet) are provided to relieve pore pressure under the cap. The collection swale will be filled with an "engineered planting mix" consisting of 40% sand, 20-30% topsoil, and 30-40% compost. The engineered planting mix will be covered with a surface layer of 0.75-inch crushed stone. The surface will be vegetated. The collection swale will have a buried 6-inch perforated HDPE pipe installed longitudinally, which will be set in a trench filled with 0.75-inch crushed stone wrapped in geotextile. Water collecting in the perforated pipe will discharge through solid-wall 6-inch HDPE pipes installed every 100 feet along the length of the collection swale. These solid-wall pipes will penetrate through the downslope wall of the swale and daylight into a stormwater basin installed at a lower elevation. The pipe outlets will be provided with rock fill splash pads for erosion control. The collection swale will have a rock-lined spillway into the stormwater basin.

The stormwater basin will be lined with vegetative support soil and vegetated. The basin will outlet via two 24-inch HDPE pipes that will discharge to a gently-sloping area below the construction limits. There will also be a rock-lined emergency spillway discharging to the same location. Both the pipes and emergency spillway will have rock-lined outlet splash pads to prevent erosion.

### 3. Stormwater Drainage Pipe

As noted above, the burn dump has a 10-inch outlet pipe that discharges water with elevated levels of metals near Randall Brook. The CAD proposes to plug this drainage system to reduce impacts to the brook. It is intended that the water currently carried by the pipe will instead be discharged from below the cap into the biofilter collection swale described above, where it will undergo natural attenuation of contaminants. The toe drain design is also intended to relieve pore pressure under the cap to help maintain stability.

It is possible that plugging the drainage system will result in the water table within the Landfill to rise, which could positively or negatively affect the strength of leachate-impacted groundwater, and may affect the location(s) and elevations at which the impacted groundwater seeps out of the slope below the Landfill. Since these changes are not entirely predictable, MassDEP requested in comments that the system be plugged in a reversible manner so that the Landfill can be monitored for negative changes before a permanent plug is installed (the proposed permanent decommissioning would be accomplished by injected flowable fill into the drainage system, which would not be reversible). The Town proposes to temporarily plug the pipe at its outlet during the evaluation period, due to the inlet being difficult to access. This permit requires monitoring of changes in groundwater level and groundwater seepage to determine if and when a permanent decommissioning of the drainage system is appropriate.

### 4. Potential Wetlands Impacts

The project plans indicate that some of the work will take place within 100-foot wetlands buffer zones, though not within the wetlands themselves. At a minimum, a Request for Determination of Applicability should be submitted to the Montague Conservation Commission to determine if a Notice of Intent and Order of Conditions will be required for the project.

The plans indicate that standard sedimentation controls, such as hay bales/silt fence or silt socks, will be installed around the work area to prevent sediment impacts to nearby wetlands and other adjacent areas.

### 5. Solar Photovoltaic System

MassDEP is simultaneously reviewing a post-closure use application to construct a solar photovoltaic ("PV") system on the northern part of the final cover system, where the final grades will be about 5%. Solar panels, fenceposts, and conduits installed on the cap will be anchored by concrete ballasts (which will be placed on crushed stone or crushed asphalt, brick, and concrete as necessary to level the ballasts). No excavations below the surface will be made except for a limited number of shallow excavations into the vegetative support soil for electrical grounding purposes. The PV system, as proposed, does not appear to have any potential negative impacts on the cap. It should be noted that, under an agreement with the Town, PV system operator will be responsible for cap maintenance within the fenced area of the cap that will contain the PV system.

### Determination

This Approval is issued pursuant to Massachusetts General Laws Chapter 111, Section 150A and 310 CMR 19.000, subject to the conditions set forth below and the standard conditions at 310 CMR 19.043(5) and any amendments thereto. In the event this Approval conflicts with all or parts of prior plan approvals or permits issued pursuant to c. 111, s. 150A or solid waste regulations in effect prior to July 1, 1990 the terms and conditions of this Approval shall supersede the conflicting provisions of the prior permits or approvals. This Approval does not convey property rights of any sort or any exclusive privilege.

### Conditions

1. The final cover system shall be constructed in compliance with the plans and specifications referenced above except as may be modified by the conditions herein.
2. The final cover system shall be completed by December 31, 2019.
3. Drainage System Evaluation and Decommissioning
  - A. Prior to installing a temporary plug into the landfill drainage system, the existing monitoring wells (MW-B and TW-6A) and the drainage system manhole within the landfill limits, and nearby wells outside the landfill limits (TW-3A and MW-H) shall be gauged a minimum of three times at two-month intervals to determine the groundwater elevations. During the same monitoring events, the slope below the landfill shall be inspected to determine the elevation(s) at which groundwater may be seeping out of the slope. The top of well casings and slope benchmarks shall be surveyed as necessary to ensure that accurate elevations can be determined. Groundwater contour maps shall be prepared based on the elevation data.
  - B. The temporary plug shall be installed as proposed at the pipe outlet.
  - C. Following installation of the temporary plug, groundwater levels and leachate seepage elevation shall be monitored on a quarterly basis for a period of two years. The monitoring shall be reported on a semi-annual basis along with the other groundwater and surface water monitoring for the site. Such report shall also include any observations regarding any positive or negative impacts potentially attributable to the temporary plug, such drainage along the path of the drainage pipe, increases in the volume of leachate seeps or appearance of new seeps, signs of instability, erosion, etc.
  - D. If the Town wishes to permanently decommission the drainage system, it shall submit its written intent to do so a minimum of 60 days in advance. This request shall be accompanied by any relevant monitoring data or observations not previously submitted. MassDEP shall make a written determination as to whether or not the permanent decommissioning may proceed.
4. The Town shall comply with the Wetlands Protection Act and wetlands regulations at 310 CMR 10.00. At a minimum, a Request for Determination of Applicability shall be submitted to the Montague Conservation Commission to determine if a Notice of Intent and Order of Conditions will be required for the project.



5. A minimum of three landfill gas monitoring wells shall be installed to the north of the edge of the final cover system, including one between the landfill and transfer station area, one between the landfill and dog shelter, and one between the landfill and Judd Wire, Inc. These wells shall be monitored, at a minimum, for methane (%), carbon dioxide (%), oxygen (%), and balance gas (%). Monitoring shall commence in Fall 2019 and shall continue on a semi-annual basis corresponding to the existing groundwater and surface water monitoring program.
6. If any active leachate seeps are present on the slope below the Landfill, a minimum of one leachate seep sampling location shall be established and sampled at least once before the temporary drainage system plug is installed. This location shall be added to the semiannual groundwater and surface water sampling network and analyzed for the same parameters as the existing surface water sampling locations. If the location of the leachate seep(s) changes in the future, the location of the seep sampling shall be changed as necessary to be able to collect a sufficient valid sample. Any changes in sampling location shall be documented in the narrative and mapping of the monitoring report(s).
7. The Town shall not cause or allow any activity approved in this Permit to create any nuisance conditions, including but not limited to odors, wind-blown litter, or attraction of birds, rodents, or insects. Further, these operations shall not cause any threat or actual harm to public health, safety, or the environment.
8. The Town shall maintain hay bales, siltation fencing, and/or other effective measures to protect wetlands and other offsite resources from runoff and siltation damage. Such measures shall be maintained as long as unstabilized slopes exist at the site, construction activities are occurring, or other conditions exist that could result in contaminated and/or sediment-laden runoff leaving the site.
9. Effective fugitive dust controls shall be used during the final cover construction project, including but not limited to, water spray, calcium chloride application, establishing vegetation, and street sweeping on paved access roads. However, water spray on uncapped landfill areas shall be kept to the minimum effective quantity to minimize leachate generation.
10. The Town shall construct and maintain temporary diversion berms and/or phase the work in such a way as to strictly prevent stormwater that has contacted waste, beneficially reused shaping and grading materials, and/or alternative daily or intermediate cover materials ("contact stormwater") from leaving the work area in any manner or impacting areas that have previously received final cover.
11. Construction Oversight:
  - A. A third-party independent engineer shall supervise the construction of the final cover system. The engineer's duties shall include, but not be limited to, determining final grades of the landfill; oversee installation and construction of all components of the final cover system; oversee QA/QC testing and verify all data generated through the testing program; and document all construction and QA/QC activities. The engineer shall provide construction certification to the owner and operator upon completion of landfill closure activities. The third-party engineer, or his/her designee, must be on-site at all times during the construction of the final cover system and associated appurtenances (e.g., final cover system components, landfill gas collection wells and piping, stormwater

swales and berms, etc.). The engineer shall retain, at the site, a sufficient number of resident technical staff to ensure that all of construction activities are conducted in accordance with the approved specifications and sound engineering practice. The engineer shall be considered an operator with respect to the oversight of construction and compliance with plans and specifications. As such, MassDEP may take enforcement action against the engineer, consistent with its authority under applicable Massachusetts laws and regulations, for any failure to construct the Landfill in accordance with approved plans and specifications of which the engineer was, or should have been, aware.

- B. The responsibilities described in the Landfill Technical Guidance Manual - Revised May 1997 ("LTGM"), pp. 2-1 to 2-3 are hereby incorporated by reference into this Permit. The third-party engineer and/or a qualified QA/QC officer shall be present at the site at all times during construction and shall fulfill all of the responsibilities described in Condition 11.A., as well as those described in that part of the LTGM that were not specifically mentioned in Condition 11.A.
12. The third-party independent engineer shall be knowledgeable in landfill closure design and construction. The engineer shall be a Massachusetts Registered PE.
  13. A construction completion report shall be submitted within 90 days after the completion of final cover. The report shall demonstrate that the project was completed in accordance with the approved plans, specifications, and narrative descriptions (except as may be modified by this approval or otherwise approved by MassDEP in writing). It shall be signed and stamped by a Massachusetts Registered Professional Engineer.
  14. The Town shall maintain and repair the final cover system during the closure period and the post-closure period. The post-closure requirements set forth at 310 CMR 19.142 (1) - (8) are hereby included by reference, subject to regulatory amendment.
  15. The landfill gas venting system shall prevent subsurface gas migration. The venting system shall control such gas levels in the subsurface to below 25% of the Lower Explosive Limit ("LEL") at the property line and below 10% LEL in any buildings, structures, utilities, or any other confined spaces (excluding landfill gas collection systems, and leachate collection/transfer systems). If exceedances of LEL restrictions occur, MassDEP may take appropriate enforcement action and may require the Town to make any modifications or additions to the landfill gas collection and treatment system that MassDEP deems necessary.
  16. If offsite materials other than uncontaminated soils are to be brought to the site for shaping and grading purposes, the Town shall notify MassDEP in writing prior to accepting such materials. Such notification shall include the origin, quantity, and type of materials to be accepted. MassDEP reserves the right to require a Beneficial Use Determination or other appropriate written approval for any shaping and grading materials that may be solid wastes as defined in 310 CMR 19.000.

17. Unless otherwise directed herein, all submissions required pursuant to this Permit shall be sent to:

Section Chief, Solid Waste Management  
Department of Environmental Protection  
436 Dwight Street  
Springfield, MA 01103

18. MassDEP and its agents and employees shall have the right to enter upon the site at all reasonable times, to inspect the project area and any equipment, structure or land located thereon, take samples, recover materials or discharges, have access to and photocopy records, to perform tests and to otherwise monitor compliance with this Permit and all environmental laws and regulations. This right of entry and inspection shall be in addition to MassDEP's access authorities and rights under applicable federal and states laws and regulations, as well as any permits or other agreements between the Permittees and MassDEP.

19. This Permit is being issued as a Final Permit. Any appeal of this Permit is subject to 310 CMR 19.033(5) Legal Challenges, which states:

- (a) Appeal. Any person aggrieved by the final permit decision, except as provided for under 310 CMR 19.033(4)(b), may file an appeal for judicial review of said permit decision in accordance with the provisions of M.G.L. c. 111, § 150A and M.G.L. c. 30A no later than 30 days following the date of issuance of the final permit decision to the applicant. The standing of a person to file an appeal and the procedures for filing such appeal shall be governed by the provisions of M.G.L. c. 30A. Unless the person requesting an appeal requests and is granted a stay of the terms and conditions of the final permit decision by a court of competent jurisdiction, the final permit decision shall be effective in accordance with 310 CMR 19.033(3).
- (b) Notice of Action. Any aggrieved person intending to appeal a final permit decision to the Superior Court shall first provide notice of intention to commence such action. Said notices of intention shall include the Department file number and shall identify with particularity the issues and reason why it is believed the final permit decision was not proper. Such notice shall be provided to the Office of General Counsel of the Department and the Regional Director for the regional office which processed the permit application, if applicable, at least five days prior to the filing of an appeal.
- (c) No allegation shall be made in any judicial appeal of a final permit decision unless the matter complained of was raised at the appropriate point in the administrative review procedures established in 310 CMR 19.000, provided that a matter may be raised upon a showing that it is material and that it was not reasonably possible with due diligence to have been raised during such procedures or that matter sought to be raised is of critical importance to the environmental impact of the permitted activity.

The MassDEP File Number for this Permit is 19-192-001. The appropriate addresses to which to send such notices are:

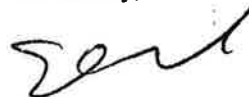
General Counsel  
Department of Environmental Protection  
One Winter Street-Third floor  
Boston, MA 02108

Regional Director  
Department of Environmental Protection  
436 Dwight Street - Fifth Floor  
Springfield, MA 01103

20. Compliance with any submission deadlines pursuant to this approval shall be determined by the date of receipt or the postmarked date, whichever is earlier.

If you have any questions or comments regarding any of the matters stated above in this Approval, please contact Jim Scheffler of my office at (413) 755-2127.

Sincerely,



Daniel Hall  
Solid Waste Chief  
Bureau of Air and Waste  
Western Region

JPS/jps

cc: Montague Health Department

Electronic cc:  
Brian Huntley - Tighe & Bond  
Peter Czapienski - DEP WERO





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/24/2025

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> Brown & Brown of MA 107 Audubon Rd  Wakefield MA 01880		<b>CONTACT NAME:</b> Matthew Mullard <b>PHONE (A/C, No, Ext):</b> (781) 245-5400 <b>FAX (A/C, No):</b> (781) 245-5463 <b>E-MAIL ADDRESS:</b> matt.mullard@bbrown.com																									
<b>INSURED</b> Tighe & Bond, Inc.; T&B Engineering and Landscape Architecture PC Tighe & Bond Designer Services Inc; Tighe & Bond Studio Inc 53 Southampton Road Westfield MA 01085		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A:</td><td>The Travelers Indemnity Company</td><td>NAIC #</td><td>25658</td></tr><tr><td>INSURER B:</td><td>The Phoenix Insurance Company</td><td></td><td>25623</td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty Company of America</td><td></td><td>25674</td></tr><tr><td>INSURER D:</td><td>The Travelers Indemnity Company of Connecticut</td><td></td><td>25682</td></tr><tr><td>INSURER E:</td><td>XL Specialty Insurance Company</td><td></td><td>37885</td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	The Travelers Indemnity Company	NAIC #	25658	INSURER B:	The Phoenix Insurance Company		25623	INSURER C:	Travelers Property Casualty Company of America		25674	INSURER D:	The Travelers Indemnity Company of Connecticut		25682	INSURER E:	XL Specialty Insurance Company		37885	INSURER F:			
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INSURER F:																											

**COVERAGES** **CERTIFICATE NUMBER:** 2025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6803L850582	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA0R112212	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6N395203	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB4N087733	05/01/2025	05/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Arch/Eng Prof Liab incl Pollution			DPR5042462	04/14/2025	04/14/2026	PER CLAIM 5,000,000 AGGREGATE 10,000,000

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

The Certificate Holder is included as Additional Insured under the General Liability policy subject to all policy terms & conditions. A Waiver of Subrogation is included.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Montague Town Administrator Avenue A Turner Falls MA 01376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**AGREEMENT BETWEEN  
TOWN OF MONTAGUE  
and  
RYAN PAXTON**

**This Agreement**, entered into this 17<sup>th</sup> day of September 2025, by and between the TOWN OF MONTAGUE, Massachusetts, a municipal corporation, having a usual place of business at Town Hall, One Avenue A, Turners Falls, Massachusetts, party of the first, hereinafter referred to as Town, acting through its Board of Health, hereinafter referred to as Board, and RYAN PAXTON, party of the second part, hereinafter referred to as Employee, WITNESSETH:

WHEREAS, the Employee has held the position of Health Director since May 8, 2023 (Date of Hire)

WHEREAS, Town desires to continue to engage the services of Employee to hold the position of Director of Public Health of the Town of Montague.

WHEREAS, Employee is willing to continue to undertake and perform the duties of said position of Director of Public Health.

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

**1. Duties**

- A. The Town agrees to employ Employee as Health Director to perform the functions and duties specified in the Job Description attached hereto and marked Exhibit "A" and to perform other legally permissible and proper duties and functions as the Board of Health may from time-to-time assign.

**2. Term**

- A. The terms of this agreement shall commence retroactively to July 1, 2025 and remain in effect through June 30, 2028.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time subject only to the provisions set forth in Section 6 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of

Employee to resign at any time from his position with the Town, subject only to the provisions set forth in Section 12 of this Agreement.

- D. Employee agrees to remain in the employ of the Town from the commencement date of this contract until June 30 , 2028 and neither to accept other employment nor to become employed by other employer until said termination date is affected as hereinafter provided.

### **3. Salary**

- A. The Town agrees to pay Employee for his services a base salary of \$82,882.80 for FY2026 in accordance with Grade C, Step 6 of the Town's Compensation Schedule. The Employee shall be entitled to annual step increases at the beginning of each subsequent fiscal year in accordance with the Compensation Schedule. The Employee shall also receive any scheduled cost-of-living adjustments, or other additional compensation, which may be granted by the Town or other non-union personnel, subject to Town Meeting appropriation or consent, where applicable, during the term of this agreement.
- B. If the Grade level or scale associated with this position is amended during the term of this agreement and a new wage and classification plan through Town Meeting vote, the basis for the Employee's base compensation rate will be amended to reflect the new scale. Following any such change, the contract will be re-opened to consider the Employee's placement (step level) on the existing or new scale.
- C. Employee shall be considered an exempt employee for purposes of the federal Fair Labor Standards Act ("FLSA")

### **4. Vacation, Sick Leave and Personal Leave**

- A. Employee shall carry forward any flex time, vacation time, personal sick time accumulated prior to entering employment agreement.
- B. Employee shall be entitled to accrual of three (3) weeks of vacation to be disbursed annually on the date of hire starting 5/8/2026. Such vacation shall be taken at such time, or times, approved by the Town Administrator. Up to one (1) weeks of vacation may accumulate from year to year if not all taken in one 12-month period of employment, due to work schedule. Unused vacation may be exchanged for cash compensation upon the conclusion of Employee's employment.
- C. Employee shall be entitled to health and life insurance, and sick leave benefits as provided to other non-affiliated employees of the Town, including a sick leave buyback of up to

twenty five percent (25%) of an employee's unused sick leave upon an approved retirement under the town's retirement plan. The amount of the buyback shall not exceed Forty Five Hundred Dollars (\$4,500.00).

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

## **5. Other Benefits**

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

## **6. Discipline and Termination**

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

## **7. Performance and Evaluation**

- A. The Board of Health shall normally review and evaluate Employee's performance annually and shall maintain consistency with the performance evaluation schedule implemented for all other employees. All performance reviews shall be in accordance with specific criteria developed jointly by the Town Administrator and Board of Health. The Board of Health shall provide the Employee and Town Administrator with a summary written statement of the finding. The Board of Health shall provide an adequate opportunity for Employee to discuss their evaluation with the Board and Town Administrator before the review is made part of Employee's personnel records.

## **8. Hours of Work**

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

## **9. Automobile**

- A. Employee must maintain a valid MA Driver's license.
- B. Employee may use the use the Town Inspectional Services vehicle for municipal business, however it is understood that the vehicle is to be shared with the Building and Assessor Departments.
- C. If it should be necessary at any time for Employee to use their personal automobile for travel in connection with the performance of official duties, Mileage for work-related travel will be reimbursed at a rate that is equivalent to the federal mileage reimbursement rate at the time of travel. Commuting distance and time to and from the primary work location is not reimbursable. If a work trip begins from home, all mileage and time, after an employee's regular commute distance has been subtracted, can be submitted for reimbursement. If required to commute to work more than once in a day or on non-scheduled workdays such as Fridays and weekends, all mileage will be reimbursable.

## **10. Dues and Subscriptions**

- A. The Town agrees to budget and pay for professional dues and subscriptions of the Employee necessary for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued



professional participation, growth and development, and for the good of the Town. These costs are to be included as part of the Health Department budget and shall be no less than \$1,000 dollars per year.

#### **11. Professional Development**

- A. The Town recognizes its obligations to encourage the professional development of the Employee and agrees that the Employee shall be given adequate opportunity to develop their skills and abilities as a professional in Town government.

#### **12. Other Employment**

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

#### **13. Other Terms and Conditions of Employment**

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

#### **14. General Provisions**

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

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

BOARD OF HEALTH

DIRECTOR OF PUBLIC HEALTH

\_\_\_\_\_  
Melanie Ames Zamojski, Chair

\_\_\_\_\_  
Ryan Paxton

\_\_\_\_\_  
Michael Nelson, Vice Chair

\_\_\_\_\_  
Rachel Stoler, Secretary

Approved to form:

TOWN ADMINISTRATOR

\_\_\_\_\_  
Walter Ramsey

## Exhibit A- Employment Description

### **BOARD OF HEALTH DIRECTOR of PUBLIC HEALTH**

#### **DEFINITION**

Position is responsible for managing the Department and enforces the rules, regulations, and policies of the Board of Health, along with providing administrative and technical duties in accordance with said policies. The Health Director conducts inspections and generally ensures the public is both informed of and protected from threats to public and environmental health.

#### **ESSENTIAL FUNCTIONS**

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

- Receives and reviews applications for permits, issues, or denies permits according to compliance with public health laws, department policies, and procedural requirements.
- Interprets and explains complex public health laws, codes, and to the public.
- Responds to any event that may threaten public health including inadequate housing, outbreaks of food borne illness, communicable diseases, water quality, or other threats.
- Inspects houses, swimming pools, septic systems, recreation camps, tanning salons, body art establishments, private wells, and food service establishments to ensure compliance with public health laws, codes, and regulations.
- Provides educational outreach and training to the public in areas of public health, illness, and disease prevention, safety, and related areas.
- Enforces laws and bylaws; responds to complaints of violations; investigates alleged violations and issues notices of violations and/or fines or takes appropriate legal action as deemed necessary.
- Participates in numerous public health collaboratives and coalitions to build public health capacity in both Montague and Franklin County. Participation includes membership on various steering committees.
- Attends department head, required town meetings and subject specific board or committee meetings in-person or through remote meetings.
- Performs other related job duties as required.

#### **SUPERVISION RECEIVED**

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

#### **SUPERVISION EXERCISED**

The Director is accountable for the direction and success of programs accomplished through others. The Director is responsible for analyzing program objectives, determining the various departmental work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff,

reporting periodically on the achievement and status of the program objective, and recommending new goals. The Director typically formulates or recommends program goals and develops plans for achieving short and long-range objectives and determines organizational structure, operating guidelines, and work operations.

#### **JUDGMENT AND COMPLEXITY**

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

#### **NATURE AND PURPOSE OF CONTACTS**

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

#### **CONFIDENTIALITY**

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

#### **EDUCATION AND EXPERIENCE**

Bachelor's degree in public health, environmental health, biology, or related science field, 5 years of related experience; or any equivalent combination of education, training, certification, and experience. Valid drivers' license required.

Candidates should have the following licenses or certifications or be able to obtain Massachusetts Soil Evaluator, Title V Septic System Inspector, Certified Food Protection Manager, Massachusetts Lead Determinator, Certified Pool Operator, and Registered Sanitarian or Certified Health Officer.

#### **KNOWLEDGE, ABILITY, AND SKILLS**

Knowledge: Knowledge of relevant Massachusetts General Laws related to essential functions. Knowledge of communicable disease, private well-water safety and wastewater treatment, biological emergency response procedures, principles of health equity. Proficiency in using current office technology and software, including Microsoft Office Suite (or similar), as well as cloud, virtual meeting platforms and web-based applications.

Abilities: Ability to multi-task and manage conflict. Ability to communicate effectively both orally and in writing. Ability to maintain good public relations and to maintain effective collaborative working relationships with Town departments, department heads, fellow employees, officials, and the general public, and to respond in a courteous and professional manner. Ability to meet deadlines. Ability to work independently. Ability to prepare and administer department budgets, oversee the work of contractors and engineers, enforce, and determine compliance with codes, testify in court effectively. Ability to continuously adapt to and use new office technology and programs common to the industry.

Skills: Effective communication skills, problem-solving skills, and customer-service skills. Skilled in inspecting sites, interpreting technical codes and regulations, determining compliance status, reviewing engineering plans for wastewater disposal, reviewing architectural plans, detailed recordkeeping, administration, and organization.

#### **WORK ENVIRONMENT**

Working conditions involve occasional exposure to elements found in the field, such as worksites, walking property to inspect, construction sites, etc. May be exposed to elements and hazards, but work can typically be rescheduled to avoid harsh elements.

### **PHYSICAL, MOTOR, AND VISUAL SKILLS**

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

#### **Physical Skills**

Administrative work is in an office setting, involving sitting, with intermittent periods of stooping, walking, and standing. When in the field, work requires agility and physical strength, such as moving in or about construction sites or over rough terrain or standing or walking most of the work period. Occasionally, work may require lifting heavy objects (up to 50 lbs.) and carrying them. There may be a need to stretch and reach to retrieve materials.

#### **Motor Skills**

Duties involve assignments requiring application of hand-eye coordination with finger dexterity and motor coordination. Must be able to use technical instruments and testing kits.

#### **Visual Skills**

Visual demands require routinely reading documents for general understanding and analytical purposes. Frequent computer use. Must be able to read plans, determine soil colors, observe conditions of housing stock, restaurants, etc.





Franklin Regional Transit Authority 12 Olive St, Greenfield MA 01301

[www.fрта.org](http://www.fрта.org) Tel: (413)774-2262 Fax: (413)772-2202

**MEETING NOTICE**

**The Advisory Board  
Of the  
FRANKLIN REGIONAL TRANSIT AUTHORITY**

Thursday, September 18, 2025  
4:00 p.m. – 5:15 p.m.

**You may join the meeting from your computer, tablet or smartphone at:**

**<https://us06web.zoom.us/j/83638918156?pwd=vpw7VG4Xfb0kuP39RYsJui1qfqc5xe.1>**

**You can also dial in by your location:**

**1 (646) 876-9923 (New York), or  
1 (301) 715-8592 (Washington D.C.)**

**Meeting ID: 836 3891 8156**

**Passcode: 361180**

**AGENDA**

1. Introductions (7 minutes)
2. Review and Vote to Accept Minutes from March 20, 2025 and May 29, 2025 (8 minutes)
3. Update on Try Transit funding with Discussion and Vote to Suspend D/R Fares Through June 30, 2026 (15 minutes)
4. Discussion and Vote on Employer Health Insurance Contributions (10 minutes)
5. Update on Comprehensive Regional Transit Plan (CRTP) (15 minutes)
6. Transit Advisory Committee Updates (5 minutes)
7. FRTA Updates (15 minutes)
8. Discussion of any subject not anticipated prior to the notice being sent to the Advisory Board Members pursuant to Article II, section 4 of the by-laws or anticipated 48 hours prior to the meeting pursuant to the Open Meeting Law or a subject which cannot be delayed until the next Advisory Board meeting, including the need for an executive session.

The Franklin Regional Transit Authority does not discriminate on the basis of disability with the 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, services, and activities of the Franklin Regional Transit Authority should contact the FRTA Administrative Office at 413-774-2262, toll free 1-888-301-2262, or through the MA Relay System at 1-800-439-2370.



## 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:** September 18, 2025

**To:** Selectboard

**From:** Chris Nolan-Zeller, Assistant Town Administrator

**Re:** MassDOT LEAP Program – Industrial Blvd Shared-Use Path Planning & Design

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The Massachusetts Department of Transportation (MassDOT) has announced a new program known as the Local Early and Actionable Planning (LEAP) Program, intended to provide planning and early-stage design support for municipalities seeking to develop transportation infrastructure projects. This program was developed largely as a response to feedback from small towns with limited resources, such as Montague and our Franklin County neighbors, regarding the difficulty of affording the engineering/design and other ineligible costs needed to produce a competitive grant application for existing MassDOT grant programs such as Complete Streets, Shared Streets & Spaces, and Safe Routes to School. LEAP seeks to remove these barriers which have limited opportunities for us in the past, and does this through direct provision of resources and technical assistance to rural and gateway communities statewide.

After consulting with the Planning & Conservation and Public Works Departments, I am recommending the Town move forward with seeking support from this program for planning and design costs associated with installing a Shared-Use Path for pedestrians and cyclists along Industrial Boulevard in the Airport Industrial Park. As the corridor that connects Turners Falls High School with Franklin County Technical School, we are in agreement that this could be a highly competitive future construction grant application, particularly under the Safe Routes to School program, with some upfront engineering support that this program would provide if awarded. Industrial Blvd currently lacks pedestrian facilities, and along with enhancing safety for students traveling to or from the Tech School, it would also help protect anyone walking, cycling, or using the Franklin Regional Transit Authority to access any of the employers located in the Industrial Park.

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

# COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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

10B

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name		Department	MMARS Code
d/b/a		Contract Manager Name	
Legal Address As entered on Form W-9 or Form W-4		Business Mailing Address	
Contract Manager Name		Billing Address If Different	
Phone	Fax	Phone	Fax
Email		Email	
Vendor Code <b>VC</b>		MMARS Doc ID(s)	
Vendor Code Address ID e.g. "AD001". <b>AD</b>		RFR/Procurement or Other ID Number	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
NEW CONTRACT		CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date <b>PRIOR</b> to Amendment	Amendment Amount Or Enter "No Change"
<b>Statewide Contract</b> (OSD or an OSD-designated department.)  <b>Collective Purchase</b> (Attach OSD approval, scope, and budget.)  <b>Department Procurement</b> - Includes all Grants <a href="#">815 CMR 2.00</a> . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)  <b>Emergency Contract</b> (Attach justification for emergency, scope, and budget.)  <b>Contract Employee</b> (Attach Employee Status Form, scope, and budget.)  <b>Interim Contract with new Contractor</b> (Attach justification for Interim Contract and updated scope/budget.)  <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		<b>Amendment Type</b> Check one option only. Attach details of amendment changes.  <b>Amendment to Date, Scope, or Budget</b> (Attach updated scope and budget.)  <b>Interim Contract with Current Contractor</b> (Attach justification for Interim Contract and updated scope/budget.)  <b>Contract Employee</b> (Attach any updates to scope or budget.)  <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope/budget.)	
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:			
<a href="#">Commonwealth Terms and Conditions</a> <a href="#">Commonwealth Terms and Conditions for Human and Social Services</a> <a href="#">Commonwealth IT Terms and Conditions</a>			
COMPENSATION			
Check ONE option.			
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> .			
<b>Rate Contract (No Maximum Obligation).</b> (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)  <b>Maximum Obligation Contract.</b> Total maximum obligation for total duration of this contract (or new total if contract is being amended):			

**PROMPT PAYMENT DISCOUNTS (PPD)**

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	<b>10 days</b>	% PPD.
	<b>15 days</b>	% PPD.
	<b>20 days</b>	% PPD.
	<b>30 days</b>	% PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal

Ready Payments ([M.G.L. c. 29, § 23A](#))

Agree to standard 45-day cycle

Only initial payment

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT**

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment.

Attach all supporting documentation and justifications.

**SUPPLIER DIVERSITY PROGRAM (SDP) PLAN**

Does the Supplier Diversity Program apply?

**YES** If YES, the Contractor's annual SDP commitment for this Contract is

**NO** If NO, and the department is an Executive Department, enter the appropriate exemption:

**ANTICIPATED START DATE (Complete ONE option only.)**

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
2. may be incurred as of , 20 , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
3. were incurred as of , 20 , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE**

Contract performance shall terminate as of , 20 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS**

Notwithstanding verbal or other representations by the parties, the "**Effective Date**" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR**

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title

**AUTHORIZING SIGNATURE FOR THE DEPARTMENT**

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title

**Scope of Services (Attachment A)**  
**FY26 EEA Municipal Vulnerability Preparedness Program – Action Grant**  
**Town of Montague**  
**August 2025**

**Grantee: Town of Montague**

Name: Chris Nolan-Zeller, Assistant Town Administrator

Address: 1 Avenue A, Turners Falls, 01376

Phone: 413-863-3200 x109

Email: ChrisN@montague-ma.gov

**Project Title:** The Hill Neighborhood Green Infrastructure Master Planning

**Project Summary:** "The Hill" neighborhood of Turners Falls houses a significant portion of the Town's residents and is increasingly threatened by erosion and road washouts due to changes in precipitation patterns brought on by climate change, and flooding and sedimentation impacts also reach beyond the neighborhood, threatening roads and properties below the hill, as well as the Connecticut River itself. Montague City Road, which is a major throughfare in Turners Falls, had to be closed 12 times in one year in recent history, and the Town also suffered a disastrous washout a few years ago which affected traffic and properties in the Hill neighborhood. As climate impacts continue to bring volatile, large storm events, the Town wants to take a proactive approach to preventing future flooding and erosion impacts by addressing dangerous stormwater runoff before it is funneled into the Town's underground drainage network and out onto the deep, sandy slopes that surround the neighborhood and are increasingly subject to erosion from high volume discharges. This project would take a first look at neighborhood-wide improvements, focusing on capturing and infiltrating stormwater near its source using dispersed green infrastructure in the Town's right-of-ways, and also begin the process of gathering data on particular problem outfalls - using a two-pronged approach to 1) shore up areas where the threat of slope failure during a large storm event is high, while 2) also tackling the root cause of the problem.

**Scope:**

The tasks described in Attachment B will be performed according to the agreed-upon schedule and budget.

**Funding Distribution:**

**Funding will be distributed by reimbursement upon completion of tasks outlined in Attachment B and submission of invoices.** Costs eligible for reimbursement include all approved project costs incurred between the contract execution date and the contract termination date. Any amendments to this attachment or Attachment B must be approved by EEA prior to commencement of such activities. All grant funds must be spent according to the fiscal year breakdown below (before June 30, 2026, for FY26 funds and before June 30, 2027, for FY27 funds, as applicable). Please reference the RFR "ENV 26 MVP 01" for additional details on what is required for reimbursement and contact your MVP regional coordinator with any questions.

**FY26 - \$458,750**

To receive grant funding, the applicant must agree to the fiscal requirements of the program by

providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- The Grantee commits to match 10% (or 0% if Grantee is approved for no match or is an MVP-recognized tribe) of the total project cost using cash or in-kind contributions (or a combination of the two);
- The Grantee acknowledges that the funding under this grant will be provided on a reimbursement basis; and
- All matching funds provided by the Grantee or direct project partners have been approved and/or appropriated (or are in the process of being approved).

**Additional details:**

- Massachusetts sales tax is not a reimbursable expense.
- Work done prior to the project start date (the date the contract is issued and signed by the Commonwealth's Department Authorized Signatory) shall NOT be reimbursed. No funds will be granted for work performed after the contract termination date.
- For work completed before June 30, 2026, requests for reimbursement are due by July 31, 2026. For work completed between July 1, 2026 and June 30, 2027, requests for reimbursement are due by July 31, 2027.
- ***Any FY26 funds that are not spent by June 30, 2026 do not roll over to the next fiscal year and will be forfeited.***

As tasks are completed and deliverables are submitted to, reviewed, and approved by EEA, the Grantee must submit a Reimbursement Package (template to be provided) containing the following items:

1. A signed letter (on city or town letterhead) from the Grantee requesting reimbursement.
2. All relevant invoices, including those from subcontractors. Invoices must itemize costs consistent with the agreed-upon scope of work. Invoices must include sufficient information for EEA to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.
3. A detailed breakdown of the required match for the task. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rates, etc.
4. A short case study and a summary PowerPoint slide with project images (due at the end of the project, templates to be provided).

**Reimbursement Packages should be submitted as tasks are completed with the monthly progress report, and reflect work performed according to the schedule of deliverables included in the project budget.** Reimbursement is generally made within 45 days after approval of a reimbursement package. Reimbursement packages are due before July 31, 2026 for FY26 funds and before July 31, 2027 for FY27 funds.

EEA will retain a minimum of ten percent (10%) of awarded funds until all contract provisions are satisfied and all deliverables have been received.



**Progress Reporting:**

To help EEA stay current on work being conducted over the course of the project, the Grantee will submit a brief monthly progress report (template to be provided), due by the 30<sup>th</sup> of the month, including:

- Significant activities that have occurred to show progress toward deliverables
- Whether a change in schedule or scope of work is anticipated
- Whether costs are anticipated to be overrun or underrun
- If additional assistance from EEA or partners is needed
- Invoices for work completed to date

The Grantee must be in regular communication with their MVP Regional Coordinator (RC) throughout the course of the project and submit all reporting documentation to the RC.

**Changes in Scope, Schedule, or Budget:**

The Grantee shall inform their RC as soon as possible if any change in the schedule or scope (including tasks and deliverables) is needed or if the Grantee expects an underrun or overrun of the budget, so that EEA can work with the Grantee to take any necessary steps. The RC will inform the Grantee of any necessary contract amendments or if the adjustment is minor enough to only require written approval from EEA. If circumstances beyond the Grantee's control make an extension or new split in funding between FY25 and FY26 necessary—please notify EEA **no later than May 1st** (so that we may discuss a potential amendment before the end of the fiscal year). These requests will be considered on a case-by-case basis and may not be approved.

**Regulatory Compliance**

Grantee agrees to comply with all applicable state, federal, and local laws and ordinances. Such compliance is a condition of this grant.

**Additional Terms**

Receipt of MVP funding shall not be considered state approval of the project for any necessary state, federal, or local permits, nor provide any indication of the project's competitiveness for future funding phases.

Attachment B: Montague -- Hill Neighborhood Green Infrastructure Master Planning FY26 MVP Action Grant Scope & Budget

Project Task	Deliverables	Approximate Start Date	Approximate End Date	Total Grant	In-Kind Match	Cash Match	Total Match	Total Project Cost
<b>Tasks to be Completed by June 30, 2026</b>								
<b>Task 1: Project Kick-off, Management, and Reporting</b>								
Sub-task 1.1 Kick-off meeting with Town, EEA, and Consultant	Meeting notes, sign-in sheet	10/1/2025	10/30/2025	\$ 1,500.00			\$ -	\$1,500.00
Sub-task 1.2 Monthly progress reports FY26 (template provided)	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	10/1/2025	6/30/2026	\$ 3,000.00			\$ -	\$3,000.00
Sub-task 1.3 Project Case Study (required at end of project; template provided)	Final Case Study Report, PowerPoint slide, project photos	10/1/2025	6/30/2026	\$ 500.00			\$ -	\$500.00
<b>Total Task 1 Cost</b>				\$ 5,000.00	\$ -	\$ -	\$ -	\$5,000.00
<b>Task 2: Community Engagement in FY26</b>								
Sub-task 2.1 Demonstration Rain Garden - Sheffield Elementary	Receipts for plants and tools, photos of constructed rain garden, photos of informational signage/artwork created by students	4/1/2026	6/30/2026	\$ 35,000.00			\$ -	\$35,000.00
Sub-task 2.2 Mailed Invitations to Neighborhood Residents	copy of mailed invitation	10/15/2025	3/1/2026	\$ 3,500.00			\$ -	\$3,500.00
Sub-task 2.3 Targeted Community Focus Groups	Sign-in sheets, gift card receipts	1/1/2026	3/15/2026	\$ 20,000.00			\$ -	\$20,000.00
Sub-task 2.4 Community Design Workshop	- photos from event, sign-in sheets/list of who received gift cards, purchase receipts (food, gift cards, facility rental), plus summary of feedback received	3/1/2026	4/30/2026	\$ 20,000.00			\$ -	\$20,000.00
Sub-task 2.5 DPW Field Trip to Cherry Street Project, Easthampton	photos from event, brief summary writeup	3/1/2026	6/30/2026	\$ 250.00			\$ -	\$250.00
<b>Total Task 2 Cost</b>				\$ 78,750.00	\$ -	\$ -	\$ -	\$78,750.00
<b>Task 3: Drainage System Mapping</b>	GIS layers including surveyed locations/inverts of stormwater structures and presumed pipe connectivity, plus file geodatabase	10/15/2025	12/31/2025	\$ 48,000.00				
<b>Total Task 3 Cost</b>				\$ 48,000.00	\$ -	\$ -	\$ -	\$48,000.00
<b>Task 4: Hydrologic Modeling</b>	Draft and final Hydrologic Analysis Memorandum (PDF Format). Electronic model files; (1) all files needed to run the H&H model (2) documentation of the differences between any different model versions, if applicable (e.g. existing conditions, intervention 1, intervention 2, etc.). (3) Documentation of each streamflow (cubic feet per second) or precipitation event (depth, duration, distribution-hyetograph or named distribution such as Sctype III) as applicable. (4) Any GIS files used to map flooding simulated by the model with data dictionary documenting fields/bands as applicable. Fill out templates provided by EEA as applicable.	12/15/2025	2/28/2026	\$ 60,000.00				
<b>Total Task 4 Cost</b>				\$ 60,000.00	\$ -	\$ -	\$ -	\$60,000.00

Task 5: Neighborhood Green Infrastructure Assessment	digital field markup and field notes, table of potential green infrastructure recommendations (to be explored with residents during the design workshop)	10/15/2025	12/31/2025	\$ 62,000.00				
Total Task 5 Cost				\$ 62,000.00	\$ -	\$ -	\$ -	\$62,000.00
Task 6: Geotechnical Borings	boring logs, technical memorandum for up to 20 different sites.	10/15/2025	2/15/2026	\$ 65,000.00				
Total Task 6 Cost				\$ 65,000.00	\$ -	\$ -	\$ -	\$65,000.00
Task 7: Green Infrastructure Master Plan and Conceptual Design Graphics	hand-rendered and digitally enhanced illustrative master plan and accompanying enlargements/cross sections; Green Infrastructure Master Plan (PDF) encompassing graphics, narrative descriptions, and summary of workshop process	3/1/2026	6/30/2026	\$ 60,000.00				
Total Task 7 Cost				\$ 60,000.00	\$ -	\$ -	\$ -	\$60,000.00
Task 8: Site Specific Investigations (4 priority slope erosion areas)	Technical memo summarizing findings at each of four locations, including geotechnical boring/soils data, sketch map of delineated wetland resources and GPS'd flag locations, summary of field measurements, concept plan and profile of conceptual solution for each site	11/1/2025	5/31/2026	\$ 80,000.00				
Total Task 8 Cost				\$80,000	\$0	\$ -	\$0	\$80,000.00
TOTAL PROJECT COST FY26				\$ 458,750.00	\$ -	\$ -	\$ -	\$ 458,750.00
TOTAL PROJECT COST OVERALL				\$ 458,750.00	\$ -	\$ -	\$ -	\$ 458,750.00

Match 0.00%



**Department of Veteran Services**  
294 Main Street • Greenfield, MA 01301  
Phone 413-772-1571 • Fax 413-772-1401  
[www.greenfield-ma.gov](http://www.greenfield-ma.gov)

**Christopher Demars, Director**  
**Laura Thorne, Assistant**  
**Stacey Geneczko, Deputy Director**  
**Jeffrey Cochran, VSO**

11D

## **UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT**

*Veteran Resource and Referral Center located in Greenfield, satellite locations throughout the district*

September 10, 2025

### Member Towns

*Ashfield*  
*Bernardston*  
*Buckland*  
*Charlemont*  
*Colrain*  
*Conway*  
*Deerfield*  
*Erving*  
*Gill*  
*Greenfield*  
*Hawley*  
*Heath*  
*Leverett*  
*Leyden*  
*Monroe*  
*Montague*  
*New Salem*  
*Northfield*  
*Plainfield*  
*Rowe*  
*Shelburne*  
*Shutesbury*  
*Sunderland*  
*Warwick*  
*Wendell*  
*Whately*

Dear Select board,

The Upper Pioneer Valley Veterans Services District requested a two year approval from the Commonwealth of Massachusetts on April 3, 2024. The Commonwealth issued a two year approval starting July 1, 2024 and ending on July 1, 2026. The District will be processing the request to the Executive Office of Veteran Services to extend the District for two more years.

Individual member towns must now vote through their respective select boards to continue on as members of the district for the next two years.

All terms of the original inter-municipal remain the same with Greenfield paying 56% of the district budget and the remaining 44% being assessed to the other member towns. Only the total population has been adjusted.

Please review the enclosed agreement and sign by your town's respective signature line. We ask that you vote and return the agreement to our office no later than April 1, 2026. Towns not wishing to continue membership must do so by April 1, 2026 so district assessments may be adjusted. Towns wishing to withdraw from the district must also present a plan for providing veterans' services in accordance with M.G.L. Ch 115 to the state no later than April 1, 2026.

We, of course, hope you will chose to remain a member of our district. Should you have any questions or require my attendance at a select board meeting please let me know.

Respectfully,

Chris Demars  
Director





Virginia Desorgher  
Mayor

City of  
**GREENFIELD, MASSACHUSETTS**

**DEPARTMENT OF VETERANS SERVICES**

**Christopher Demars, Director**

294 Main Street • Greenfield, MA 01301

Phone 413-772-1571 • Fax 413-772-1401

[Christopher.Demars@greenfield-ma.gov](mailto:Christopher.Demars@greenfield-ma.gov) • [www.greenfield-ma.gov](http://www.greenfield-ma.gov)

## **UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT**

### **District Composition:**

The Upper Pioneer Valley Veterans' Services District (the District) is comprised of 1 city, 25 Franklin County towns, and 1 Hampshire County town with a total district population of 63,999 (2022 census). (See Appendix A) Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3 *et seq.*

### **Reasonable Geographical Proximity of Municipalities Within the District:**

As a whole, all municipalities within the district adjoin one another. The district is divided basically along geographical lines with an Eastern County and Western County divided by the I-91/Connecticut River corridor. Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00. 14.

### **Personnel Staffing for the District:**

The Upper Pioneer Valley Veterans' Services District employs three veterans' services officers and an adequate number of clerical support staff. Specifically, the district employs one (1) full-time director of the veterans' services district, one (1) full-time deputy director, one (1) full-time veterans' agent, and one (1) full-time clerical support worker. The district's staffing reflects the Massachusetts Department of Veteran Services guidelines for the minimum personnel staffing requirements for veterans' services districts.

Ref: M.G.L. c. 4, § 7(43); M.G.L. c. 115, §§ 1, 3, 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 2.02; 108 CMR 12.00.

### **Business Hours and Locations within the District:**

The Upper Pioneer Valley Veterans' Services District's main office is located at the Greenfield Veterans' Resource and Referral Center, 294 Main Street, Greenfield, separate and apart from other city offices, and maintains regular business hours from 8:30 a.m. to 5:00 p.m., five days per week (Monday through Friday). The main office is staffed by the district's one full-time clerical support member and the District Director. The District will maintain satellite offices, with space provided by member communities at no cost to the district, with the VSOs setting schedules as needed in their respective eastern and western municipalities.

Ref: M.G.L. c. 115, §§ 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00.

### **Upper Pioneer Valley Veterans' Services Inter-Municipal Agreement**

Pursuant to c.40, sec 4A, this Agreement, approved by the Mayor and Greenfield City Council and the Select Boards of the participating Towns, is hereby entered into and is effective from this first day of July 2026, by and between the City of Greenfield and the participating towns. This agreement contractually enables the Director of Greenfield's Veterans' Resource and Referral Center, and such other Veterans' Service Officers as shall be on the staff of such office, to perform the duties of such office for all of the towns which are party to this agreement. The terms of this contract shall be for Fiscal Years 2027 and 2028, namely July 1, 2026 through June 30, 2028.



1. Such duties will be performed in the Greenfield office of the City's Veterans' Services Office during regularly scheduled business hours or in the member towns during weekly office hours there or during normal office hours.
2. It is understood and agreed that the distribution of benefits payable to Veterans in the member towns under the provisions of Chapter 115 of the Massachusetts General Laws shall be paid by the Treasurer of the member Town in which that Veteran resides or by such method that the Commonwealth sees fit as determined by the Massachusetts Legislature or the Massachusetts Department of Veterans' Services.
3. It is understood and agreed that the reimbursement of Veterans' benefits from the Commonwealth of Massachusetts will be credited to the member Town in which that Veteran resides.
4. All District employees shall be employees of the City of Greenfield. The City of Greenfield shall pay all reasonable and customary salaries and District operating expenses with assessments collected from all District member towns. The Director of the District and will supervise all staff in their duties as related to the office in the various towns. These duties shall include the application of M.G.L. Ch 115, filing for federal benefits, assistance with housing, employment, health insurance, and burial benefits. The Director may assign other duties as required by M.G.L. Ch 115 in the performance of the office to include work schedules and appointments as needed.
5. A Member Board shall be created with one primary representative and one alternate representative from each member community. Each community shall have only one vote in matters that come before the Board. The Board shall meet as needed but no less than twice a year and shall address all issues related to the implementation of this District.
6. The Greenfield office shall work with local Veterans Councils from the member communities to assist the Councils in coordinating all ceremonies and parades in all member communities, so long as it does not interfere with the VSO's primary duties.
7. The Greenfield office shall comply with the DVS Directive, dated June 8, 2009, to utilize a paperless web based system which will allow for the submission of member communities' benefit reimbursement requests to the Commonwealth of Massachusetts. Examples of such technology include but are not limited to internet access, fax access, photocopier access and office space.
8. For the term of this agreement, annually by November 1<sup>st</sup>, each member town will provide a quantity of cemetery flags needed to the district. The District will order the flags, bill the towns, and process reimbursement for each member town.
9. Assessments to the District shall be made payable to the City of Greenfield and mailed to the Upper Pioneer Valley Veterans' Services District c/o Town Hall, 14 Court Square, Greenfield, MA 01301 no later than July 15<sup>th</sup> of each year.

10. Any budget surplus at the end of each fiscal year will be refunded to each member town according to the EQV/Population model used in the initial assessment. Each fiscal year the District will present a new assessment schedule for the member towns based on any budget increases/decreases incurred or expected based on normal costs of doing business such as indirect employee costs and negotiated union contracts.
11. A member municipality may withdraw from a veterans' services district by vote of its legislative body (selectmen or city council) at the end of a fiscal year if such withdrawal is voted on not less than sixty (60) days prior to the end of the municipality's fiscal year and notice of such vote is filed with the other municipalities comprising the district. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.
12. If towns opt to join or leave the District, it is understood that the annual assessments of the other member towns will change.

The new Upper Pioneer Valley Veterans' Services District will base assessments on 50% Equalized Valuation (EQV) and 50% US Census population. EQV will use the most recent "Final" figures as published by the Massachusetts Department of Revenue and population will use figures from the most recent decennial census conducted by the US Census Bureau. Submitted assessments are based on the cities/towns listed below (see Appendix B for assessments based on EQV and Population).

In the fall of every year of this agreement, the Upper Pioneer Valley Veterans' Services District will provide assessments to the member communities based on the 50% EQV-50% Population model. This will provide member communities time to consider membership in the district for the upcoming fiscal year within the guidelines in accordance with MGL Ch 115 District formation. Towns not wishing to join must notify MA DVS and submit their own plan for compliance of their municipality with MGL Ch 115. The remaining district assessments would be recalculated and resubmitted to the remaining communities for approval. **Fiscal Year 2016 serves as the base year in establishing the district budget. The City of Greenfield will assume 56% of the district budget. The balance of the budget will be assessed to all remaining signatory communities listed below.**

All remaining costs associated with the operation of the Upper Pioneer Valley Veterans' Services District shall be paid by the City of Greenfield.

This agreement may be renewed on a bi-annual basis by mutual written agreement of all the parties.

**City of Greenfield:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
date

**Town of Ashfield:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Bernardston:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Buckland:**

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Select Board Chair

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date**Town of Charlemont:**

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Select Board Chair

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date**Town of Colrain:**

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Select Board Chair

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date**Town of Conway:**

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Select Board Chair

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date**Town of Deerfield:**

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Select Board Chair

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date**Town of Erving:**

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Select Board Chair

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date**Town of Gill:**

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Select Board Chair

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date**Town of Hawley:**

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Select Board Chair

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date**Town of Heath:**

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Select Board Chair

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date**Town of Leverett:**

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Select Board Chair

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date**Town of Leyden:**

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Select Board Chair

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date**Town of Monroe:**

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Select Board Chair

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date**Town of Montague:**

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Select Board Chair

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date

**Town of New Salem:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Northfield:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Plainfield:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Rowe:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Shelburne:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Shutesbury:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Sunderland:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Warwick:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Wendell:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

**Town of Whately:**

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
date

