

MONTAGUE SELECTBOARD MEETING
1 Avenue A and VIA ZOOM
Monday, September 29, 2025

Join Zoom Meeting <https://us02web.zoom.us/j/85337874135>

Meeting ID: 853 3787 4135 Passcode: 989253 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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 22, 2025, if available
3. 6:30 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Cocina Lupita LLC, Joshua Breitner**
 - Request approval for Liquor License for Cocina Lupita restaurant at 125 Avenue A, Turners Falls
5. 6:40 **Fall Special Town Meeting**
 - First reading of October 22, 2025, Special Town Meeting warrant, attached hereto, votes may be taken
6. 7:25 **Personnel Board**
 - Review and deliberate finalists for the Chief of Police position
7. 7:35 **Assistant Town Administrator's Business**
 - Update on Strathmore Footbridge Removal; funding source for additional asbestos remediation
 - Announce creation of online repository with documents and updates on the Strathmore Mill Cleanup project
 - Authorize Contract with Fuss & O'Neill for Engineering Services for Hill Neighborhood Green Infrastructure Mater Plan. Contract value is \$446,500 to be funded by Municipal Vulnerability Preparedness (MVP) Grant
 - Other Project Updates

Montague Selectboard Meeting
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8. 7:45

Town Administrator's Business

- Announce the Memorandum of Agreement between the Town of Montague and New England Police Benevolent Association, Local 183, (Patrol)
- Memo from Treasurer regarding trash barrel sticker reimbursement to retail vendors
- Planning for anticipated November 18 Special Election for Six Town Regionalization Vote
- Topics not anticipated in the 48-hour posting requirements

Next Meeting: Selectboard, Monday, October 6, 2025, at 6:30PM via ZOOM.

SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 22, 2025

Franklin, ss.

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Wednesday, October 22, 2025, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$19,559.25, or any amount, for the purpose of paying prior year unpaid bills of the Board of Assessors, War Memorial, Clean Water Facility, and Solid Waste Departments, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$95,100, or any amount, for the purpose of funding the implementation of a collective bargaining agreement with the New England Police Benevolent Association for Fiscal Year 2026, with increases to be paid retroactively to July 1, 2025, or to pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 4: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$26,990, or any amount, for the purpose of implementing the wage and class plan for unrepresented employees for Fiscal Year 2026, with increases to be paid retroactively to July 1, 2025, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$274,600, or any amount, for the purpose of additional funding for the Town Health Insurance appropriation for the Fiscal Year 2026, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$50,000, or any amount, for the purpose of rehabilitating culverts on South Street, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 7: To see if the Town will vote to amend Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E1/2, to increase spending limit to \$350,000 for the Airport Fuel revolving fund for the Fiscal Year beginning July 1, 2025, which spending limit to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 8: To see if the Town will vote to authorize the Board of Assessors to negotiate and enter into a Tax Agreement pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 38H(b), or any other enabling authority, between the Town of Montague and Kearsarge Turners Falls RE LLC, Kearsarge Millers Falls RE LLC, its successor, assignee or affiliate, on such terms and conditions and for such term as negotiated by the Board of Assessors, for payment in lieu of taxes related to personal and/or real property associated with a solar renewable energy generation facility owned and operated by such entity located 131 Turnpike Road and identified as Assessor's Parcel ID 14-0-214 and 248 Millers Falls Road and identified as Assessors Parcel ID 23-0-67; and further to authorize the Board of Assessors to take such action as may be necessary to carry out the vote taken hereunder; or to pass any vote or votes in relation thereto.

(Board of Assessors Request)

ARTICLE 9: To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 59, Section 5, Clause 22I, as created by Chapter 178 of the Acts of 2024 (the "HERO Act"), thereby authorizing an annual cost-of-living adjustment in the amount of the property tax exemption granted to veterans on their domiciles under G.L. c. 59, §5, Clauses 22a-f, 22A, 22B, 22C, 22E, and 22F, based on the Consumer Price Index (CPI) as determined by the

Commissioner of Revenue, to be effective for applicable exemptions granted for the fiscal year beginning on or after July 1, 2026; or take any other action relative thereto.

(Selectboard Request)

ARTICLE 10: To see if the Town will vote to accept Massachusetts General Laws Chapter 59, Section 5, Clause 22J, as created by Chapter 178 of the Acts of 2024 (the "HERO Act"), thereby authorizing an additional property tax exemption for veterans on their domiciles under G.L. c. 59, §5, Clauses 22a-f, 22A, 22B, 22C, 22E, and 22F, of 50% of the existing veteran exemption amount, subject to the limitations and conditions set forth in Clause 22J, to be effective for applicable exemptions granted for the fiscal year beginning on or after July 1, 2026; or take any other action relative thereto.

(Selectboard Request)

ARTICLE 11: (Text forthcoming) To see if the Town vote to amend the Town's Zoning Bylaws and official Zoning Map, in accordance with Chapter 40A of the Massachusetts General Laws, to add a new Section 5.2.10, to be titled "Village Center Mixed-Use District", new section 6.4 to be titled "Design District Overlay" and associated changes to Section 2, 4.1, 5.3, 5.5, 5.5.3, 7.2.3, 7.4, 9.1.2, 9.1.3, and the Official Zoning Map, a copy of which is on file at the Office of the Town Clerk and on the Town's website, or to pass any vote or votes in relation thereto

(Planning Board Request)

ARTICLE 12: To see if the Town will vote to transfer care, custody and control of three (3) parcels of land located at 340-350, and 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled "Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial Hospital" dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4 to the Selectboard for general municipal purposes and for commercial and/or development of housing purposes and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such property for such sum and upon such terms and conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 13: To see if the Town will vote to discontinue and abandon 1969 public roadway layout of Burek Drive; accept revised public roadway layout of Burek Drive; accept proposed 15-foot-wide sewer easement under revised public roadway layout of Burek Drive in favor of 4 Burek Drive (Parcel #41-0-17) as shown on "Revised Street Acceptance Plan" Plan of Land in Montague, Massachusetts," dated August 7, 2025, and prepared by Harold L. Eaton and

Associates, Inc., on file with the Town Clerk, and authorize the Selectboard to acquire, by gift, purchase, and/or eminent domain, the fee to and/or easements in Burek Drive for all purposes for which public ways are used in the Town of Montague and any drainage, utility and/or other easements related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 14: To see if the Town will vote to accept the provisions of M.G.L. c. 64G, section 3A, and impose a local excise tax upon the transfer of occupancy of any room or rooms in a bed and breakfast establishment, hotel, lodging house, short term rental, or motel located within the Town at a rate of six (6) percent, said excise tax to take effect on the first day of the calendar quarter commencing at least thirty days after such vote of the Town Meeting, or take any action relative thereto.

(Selectboard Request)

ARTICLE 15: To see if the Town will vote to accept the provisions of G.L. c.138, §12D, which, if accepted, would allow the Select Board as the local licensing authority of the Town, to approve a request from a licensee to convert an existing license to sell wines and malt beverages only for on-premises consumption to a license to sell all alcoholic beverages for on-site consumption, subject to all other provisions of G.L. c.138, including notice, publication, and certified mailing of, and a public hearing on, such conversion, or take any other action relative thereto.

(Selectboard Request)

ARTICLE 16: To see if the town will vote to acquire and accept, by donation, from the Massachusetts Economic Development and Industrial Corporation, or the current owner, the real property located at 38 Avenue A, Turners Falls, Montague, and shown as Assessor's Map 04-0-0041, and being Lot 2 on a plan entitled "Turners Falls Heritage Park in Montague, Massachusetts Surveyed for Commonwealth of Massachusetts Dept. of Environmental Management," dated July 14, 1989, recorded with the Franklin Registry of Deeds in Plan Book 75, Page 48, described in an Order of Taking recorded with said Registry in Book 2474, Page 334, for general municipal purposes, including but not limited to, library purposes, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary for said acquisition, or pass any other vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 17: To see if the town will vote to adopt the following resolution, or pass any other vote or votes in relation thereto.

A RESOLUTION

RESOLUTION DECLARING THE TOWN OF MONTAGUE TO BE AN APARTHEID-FREE COMMUNITY.

WHEREAS All people are equal and should be treated with dignity and respect;

WHEREAS The Palestinian people experience discriminatory legal regimes, forced displacement, movement restrictions, and systematic human rights abuses;

WHEREAS According to legal scholars and the international human rights community, this situation constitutes the crime of Apartheid;

WHEREAS This non-binding measure represents the will of the residents of Montague, who wish to stand in solidarity with the people of Palestine, and build an apartheid-free world, starting with our own town;

THEREFORE:

WE AFFIRM our commitment to freedom, justice, and equality for all Palestinians and All people;

WE OPPOSE all forms of racism, bigotry, discrimination, and oppression;

WE DECLARE ourselves an Apartheid-Free Community, and to that end,

WE PLEDGE to join others in working to end all support to Israel's apartheid regime, settler colonialism, and military occupation.

WE RECOMMEND that the Select Board send this resolution to the Massachusetts Legislature and the Governor.

(Citizen Petition)

Put on separate page

Given under our hands this 6th day of October in the Year of Our Lord Two Thousand and Twenty-Five.

Selectboard, Town of Montague

Matthew Lord, Chair

Richard Kuklewicz, Vice Chair

Marina Goldman, Clerk

Franklin, ss Montague, MA October _____, 2025

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

Constable of Montague

SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 22, 2025

BACKGROUND

ARTICLE 1. Prior Year Bills (Town Accountant Request)

Background: There are three prior year bills currently. With the primary cause of missing the bills being staff turnover on the Town side or the vendors.

- Board of Assessors has a CAI Technologies bill for 2,300 from 3/19/25.
- War Memorial has a Moretti & Sons Landscaping Inc bill for 767.93 from 5/22/25.
- Solid Waste has a Tighe and Bond bill for 15,927.92 from 6/18/25.
- CWF has a Mission Communications bill for 563.40 from 7/1/24.

ARTICLE 2. Public, Educational and Government (PEG) Access (Selectboard Request)

Background: This is an annual article to appropriate the PEG access funds provided to the town by Comcast for use by Montague Community Television.

ARTICLE 3. New England Police Benevolent Association (NEPBA) Contract (Selectboard Request)

Background: This article covers all employees of the NEPBA unions.

The Sergeant's union has 5 active employees, composed the Staff Sergeants and Sergeants of the Police Department. The contract agreed up added two steps to the union scale with 2.5% COLA for FY27, and 3% COLA for FY28. In FY26 all employees were also granted two steps. The contract also gives this union longevity that is equal to what all other employees in the Town of Montague qualify for. The amount of this contract was \$44,600 for FY26.

The Patrol union has 9 active employees, composed of Patrol and Detectives. The contract agreed upon added two steps to the union scale with 2.5% COLA for FY27, and 3% COLA for FY28. In FY26 all employees were granted two steps and 0.5% hazard pay. The contract also gives this union longevity that is equal to what other employees in the Town of Montague qualify for. The amount of this contract was \$50,500 for FY26.

ARTICLE 4. Unrepresented Employees Wage and Class (Selectboard Request)

Background: This article covers 15 employees, primarily composed of department heads and administration. Approving this article moves these employees onto the new 10 step wage scale retroactive to July 1. The new scale is based on the 2024 wage and classification

study conducted by the Selectboard to ensure that Montague remains competitive in the labor market and a destination for high quality employees. The expenditure also accounts for granting a new employment contract to the Director of Public Health.

ARTICLE 5. Town Health Insurance (Selectboard Request)

Background: The Hampshire County Group Insurance Trust voted to increase premiums an additional 20% on July 30, 2025. This increase was effective October 1, 2025. The Trust stated that medical claims have spiked significantly in 2025 with \$8.5 million in claims in May and that pharmaceutical claims have increased over 80% in the last 18 months with \$2.9 million in pharmaceutical claims in July. The Trusts reserves dropped from \$20 million in January 2024 to less than \$5 million. Paying these claims has led to the Trust draining its reserves quicker than they anticipated and facing bankruptcy.

The goal of the vote was that the Trust would recover and be financially viable while keeping insurance plans in place for the members of the Trust. The current FY26 budget was presented with the initial spring increase of 18-20% and needs further funding to meet this additional 20% increase.

ARTICLE 6. South Street Culvert Rehabilitation (Department of Public Works Request)

Background: This article asks Town Meeting to approve funding to repair two deteriorating culverts beneath South Street in Montague Center. Culverts are the structures that carry streams, stormwater, and seasonal runoff under the road. If these culverts fail, the road could crack or collapse, leading to costly repairs and potential road closures. Failure could also cause flooding, debris, and environmental damage to nearby properties and the local watershed.

The Town's Department of Public Works (DPW) will work with a specialized contractor to re-line the metal pipes with durable high-density polyethylene (HDPE) liners, secured with concrete and grout. DPW staff will handle tree and vegetation removal, excavation, installation, and final clean-up and landscape restoration.

Repairing these culverts now is time-sensitive to prevent structural failure, protect the roadway, and maintain safe and reliable infrastructure for the community. The work will complement the State's recent investment into a new bridge on South Street over the Sawmill River.

ARTICLE 7. Airport Fuel Revolving (Airport Commission Request)

Background: The Airport has seen a significant increase in fuel sales over the last 8 months. In FY25 fuel sales totaled \$196,902.09 with expenditures totaling \$171,805.61, with an established revolving account limit of \$200,000. July and August fuel sales in FY26 have already exceeded FY25 first quarter totals by 18% and projections indicate exceeding \$250,000 in total sales in FY26. An increase in the revolving fund limit will allow for

continued successful operation of the aviation fueling system, as it is extremely likely that revenue and expenditures will exceed the current \$200,000 limit sometime in March 2026.

The airport has the lowest fuel price in New England, which has driven an air traffic increase of 41.8% (FY24 to FY25), allowing the airport to capture additional revenue beyond fuel sales. In addition, some new federal grant awards will be based upon airport traffic, based aircraft, and fuel sales, in a competitive setting, where in the past grants were entitlement based. Despite a lower profit per gallon, a much higher volume will continue to support the overall goals of the airport. In FY26 the airport will be working to capture additional tourism revenue from the high volume of transient fuel customers.

ARTICLE 8. Kearsarge Tax Agreement (Board of Assessors Request)

Background: This article would allow the Assessors to negotiate and enter into a single Tax Agreement with Kearsarge Solar for both personal and real property related to two large scale ground mounted solar facilities 131 Turnpike Road (1.4 MW) and 248 Millers Falls Road (1.2 MW). These agreements are enabled by state law and are common for large solar projects in Massachusetts. They allow for a stable ,predictable revenue stream that doesn't decrease as equipment depreciates

131 Turnpike Road is already subject to a Tax Agreement from 2019. The new agreement would supersede that agreement and incorporate both sites. Currently, Kearsarge has open appeals filed for the 248 Millers Falls Rd Site for FY 22-25.

A new agreement would be for a 16 year term at \$17,946.15/ MW with a 1% escalator. The terms are advantageous in relation to other published municipal agreements. Upon adoption, Kearsarge Energy has agreed to withdraw their appeals filed with the Appellate Tax Board.

ARTICLE 9. HERO Act Massachusetts General Laws Chapter 59, Section 5, Clause 22I Provision (Selectboard Request)

Background: The Town is being asked to consider accepting a new property tax exemption option for veterans, Clauses 22I, created under the HERO Act (Chapter 178 of the Acts of 2024). This provision is designed to enhance property tax relief for qualifying veterans but must be adopted locally at Town Meeting to take effect.

If approved, these exemptions would begin in Fiscal Year 2027 (starting July 1, 2026).

Clause 22I automatically increases the amount of the property tax exemption for eligible disabled veterans each year by a cost-of-living adjustment (COLA). The adjustment is tied to inflation and determined by the Department of Revenue.

Fiscal Impact to Montague

- There is no additional state reimbursement for the increased exemption amounts under Clauses 22I. The Town budget will absorb the full cost of the additional tax exemptions for veterans.
- If both clauses are accepted, the COLA increase is applied first (22I), and the additional percentage (22J) is applied on top of the adjusted exemption.

Based on current data:

- There were 72 veteran exemptions granted in the Town of Montague for FY25.
- The estimated total decrease in revenue to the Town is approximately \$1,272.00 if Clause 22I is adopted.
- The estimated total decrease in revenue to the Town is approximately \$22,472.00 if both options (22I and 22J) are adopted and the additional exemption is set at the full 50%.

These estimates are subject to change depending on future inflation rates and any adjustments made to the additional exemption percentage.

Why This Matters

Veterans' property tax exemptions have not kept up with inflation. These changes would modernize and enhance the Town's support for disabled veterans, many of whom live on fixed incomes, while allowing Montague to retain local control over implementation.

Selectboard Recommends X-X
Assessors Recommends X-X

ARTICLE 10. HERO Act Massachusetts General Laws Chapter 59, Section 5, Clause 22J Provision (Selectboard Request)

Background: The Town is being asked to consider accepting a new property tax exemption option for veterans, Clauses 22J, created under the **HERO Act** (Chapter 178 of the Acts of 2024). This provision is designed to enhance property tax relief for qualifying veterans but must be **adopted locally** at Town Meeting to take effect.

If approved, these exemptions would begin in **Fiscal Year 2027** (starting July 1, 2026).

Clause 22J allows the Town to grant an additional exemption of up to 100%, the request currently stands at 50%, of the base veteran exemption amount (as adjusted by Clause 22I (if adopted)). This effectively doubles the exemption for eligible veterans, subject to limits set by law.

If both clauses are accepted, the COLA increase is applied first (22I), and the additional percentage (22J) is applied on top of the adjusted exemption.

Fiscal Impact to Montague

There is no additional state reimbursement for the increased exemption amounts under Clauses 22J. The Town budget will absorb the full cost of the additional tax exemptions for veterans.

Based on current data:

- There were 72 veteran exemptions granted in the Town of Montague for FY25.
- The estimated total cost increase to the Town is approximately \$21,200.00 if Clause 22J is adopted at 50%

- The estimated total decrease in revenue to the Town is approximately \$22,472.00 if both options (22I and 22J) are adopted and the additional exemption is set at the 50%.

These estimates are subject to change depending on future inflation rates and any adjustments made to the additional exemption percentage.

Why This Matters

Veterans' property tax exemptions have not kept up with inflation. These changes would modernize and enhance the Town's support for disabled veterans, many of whom live on fixed incomes, while allowing Montague to retain local control over implementation.

ARTICLE 11. Adopt Village Overlay District (Planning Board Request)

Background: Waiting on Planning Board Report from 9/23/25 meeting

ARTICLE 12. Authority to convey Farren Parcels(Selectboard Request)

Background: This article asks voters to authorize the transfer of three parcels of the former Farren Care Center (totaling about 9 acres) to the Selectboard. Trinity Health donated the site to the Town in 2023 after the hospital closed in 2021. The properties are located along Montague City Road and are considered key for potential redevelopment.

Approval of this transfer will allow the Town to pursue redevelopment opportunities, such as affordable or market-rate housing, mixed-use development, or other uses that benefit the community. The Selectboard plans to release a Request for Proposals (RFP) to attract developers in Fiscal Year 2026.

This vote **does not approve any specific development**. It simply gives the Selectboard the legal authority to act on behalf of the Town in negotiations, agreements, and redevelopment planning, while ensuring compliance with state laws for municipal property sales or leases.

ARTICLE 13. Burek Drive (Selectboard Request)

Background: This article asks the Town to approve a correction to the layout of a short public dead-end road off North Taylor Hill Road. The current recorded layout, approved in 1969, does not match the road as it was actually built.

The proposed action would adjust the right-of-way to reflect the existing roadway and officially recognize a sewer easement for 4 Burek Drive, which allows a septic leach field across the road. This matches existing conditions and is necessary to allow required repairs to the septic system at 4 Burek Drive.

The legal research and survey were completed by the property owners (Leh Family Trust and Burek Family Trust) and reviewed by the Planning Board under state law.

Approval will clear the property titles, allow septic repairs, and will **not** have any financial or operational impact on the Town.

ARTICLE 14. Local Option 6% Room Occupancy Tax (Selectboard Request)

Background: This article asks whether the Town of Montague should adopt the state's local option room occupancy tax on short-term rentals (STRs), such as Airbnb and Vrbo. It's important to note the renters pay the tax. It is not paid by the property owners. At the proposed 6% rate, the maximum allowed by state law. Each \$100-per-night rental would include an additional \$6 in tax, paid by the renter.

Massachusetts defines a short-term rental as "any property that is not for more than 31 days at a time...It does not include property that is rented out through tenancies at will or month-to-month leases."

According to the Massachusetts Division of Local Services (DLS) 324 municipalities in MA 228 have adopted the "local room occupancy tax" at the following percentages: 1 at 6.5% (Boston), 190 at 6%, 2 at 5%, 27 at 4%, 3 at 3%, 4 others are pending approval (all at 6%). Only 124 (1/3 of the towns) have not adopted this tax.

Short-term rental activity has been steadily growing in Franklin County. A March 2025 report by the Franklin Regional Council of Governments (FRCOG) found a 10% increase in STR listings over the past three years. In 2024, roughly 200 active STRs in the county generated \$954,000 in room tax revenue. Sixteen of Franklin County's 26 municipalities already collect this tax, nearly all at the 6% rate

Montague currently has about two dozen active STRs. Based on conservative estimates, the Town could raise more than **\$20,000 annually** if the tax were adopted. For comparison, in 2024 Ashfield received \$20,000, Bernardston \$37,000, and Orange \$58,000 in revenue from STRs. The Massachusetts Department of Revenue administers the tax and distributes funds to municipalities on a quarterly basis.

If Montague does not adopt this local option, the Town will continue to forgo this potential source of revenue.

ARTICLE 15. Liquor License Local Option (Selectboard Request)

Background: Recent legislation (M.G.L. c.138, §12D) gives towns the option to allow holders of On-Premises Wine and Malt Only Licenses to upgrade to All-Alcoholic Beverages Licenses. This change streamlines local licensing by removing the need for special approval from the state legislature and allows upgrades regardless of the usual license quota system.

In Montague, this change would enable three existing businesses to expand their offerings. It would also make the community more attractive for new restaurants and entertainment venues. By adopting this article, the Town would reduce barriers for local businesses and support more diverse dining and entertainment options in Montague.

ARTICLE 16. Acquire Ownership of 38 Avenue A from EDIC

Background: The property at 38 Avenue A is currently owned by the Montague Economic Development & Industrial Corporation (EDIC), a quasi-public Town entity established to hold land for economic development purposes. The site, formerly home to a Cumberland Farms convenience store and gas station, has been owned by the EDIC since the 1990s. Despite several efforts to attract private development—including in 2016 and 2019—no projects have materialized due to changing economic conditions.

In recent years, the Montague Public Libraries identified the site as a strong candidate for a new main library branch. As part of the Massachusetts Board of Library Commissioners' Public Library Construction Program, this site was studied alongside one other option. In August 2025, both the Library Building Steering Committee and the Library Trustees voted unanimously to move forward with 38 Avenue A as the preferred site, contingent upon securing state construction grant funding and approval by Montague voters through a debt exclusion anticipated in Spring 2026. On September 18, 2025, the EDIC voted in favor of donating the property to the Town for this purpose.

Approving this article will authorize the transfer of 38 Avenue A from the EDIC to the Town of Montague. This is a necessary step to remain eligible for state library construction funding. Approval of this transfer does not commit the Town to building the project; final decisions will depend on state grant awards in January 2026 and subsequent approval by both Town Meeting and Montague voters in 2026.

ARTICLE 17. RESOLUTION DECLARING THE TOWN OF MONTAGUE TO BE AN APARTHEID-FREE COMMUNITY.

Background: This article was submitted by a citizen petition signed by over 100 registered voters in Montague. The following text was provided by the proponents:

The Town of Montague can join the Apartheid-Free Communities network, by voting Yes, to stand as a community with Palestinian people, immigrants, and everyone working for peace, justice & equality.

Together, Montague residents have united their community to take this renewed public pledge against all interlocking systems of racism and oppression, including antisemitism, Islamophobia, and xenophobia; working with others towards ending human rights abuses at home and in Palestine. With this resolution, Montague will join 5 other New England municipalities, and over 800 communities(1) that declare freedom from the crime of Apartheid: "inhumane acts committed for the purpose of establishing and maintaining domination by one racial group of persons over another racial group of persons and systematically oppressing them" (2).

On February 1st 2022 Amnesty International concluded that Israel has imposed an oppressive apartheid system of domination over the Palestinian people in Palestine and the Occupied Palestinian Territories, Additionally the United Nations, and the International Association of Genocide Scholars have confirmed that what is happening in Gaza is a genocide.

Being Apartheid-Free is not just about Palestine. Passing this pledge is about our collective humanity and is a step to raise consciousness and build consensus that what is happening in Israel/Palestine is apartheid, it is wrong, and must end. It is our fiscal responsibility to fund our communities, rather than violating our own Leahy Law and International laws. In 2024, Montague residents paid an estimated \$648,863 to Israel's apartheid regime (the 2025 figure according to NotMyTaxDollars.org). Put in perspective, our money could instead fund 7 elementary school teachers' salaries for one year, or purchase one month's groceries for 1,365 families. Just as the world took a stand against South African apartheid to force the end of its oppressive and racist system, it is our moral imperative to stand with the Palestinian people to end Israel's apartheid.

Now is the time to raise our collective voice for democracy and freedom of speech, and against the rise of fascism. We stand together to call for, and CREATE municipal action, accountability, policies, and investments that support the needs of our community.

Our state and federal representatives need to hear that in Montague we prioritize our commitment to human rights locally and abroad. Taking the Apartheid-Free Community Pledge is a courageous act towards creating the community and world where we truly want to live, and where our children can thrive.

Thank you for voting Yes to Equality & Justice for All people and putting Montague on the right side of history -future generations will remember you.

(1) [Apartheid-Free.org](https://www.apartheid-free.org)

(2) International Convention on the Suppression and Punishment of the Crime of Apartheid



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Montague

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/LLP Partners, Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| <input type="checkbox"/> Outdoor Only
Alteration of Premises | | <input type="checkbox"/> Other: <input type="text"/> | <input type="checkbox"/> Change of DBA |

APPLICANT INFORMATION

Name of Licensee	Cocina Lupita LLC		DBA	Cocina Lupita
Street Address	125 Avenue A		Zip Code	01376
Manager	Joshua Breitner		Granted under Special Legislation?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
\$12 Restaurant	Annual	All Alcoholic Beverages	If Yes, Chapter	
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	of the Acts of (year)	

DESCRIPTION OF PREMISES

Complete description of the licensed premises

Single Floor, first floor restaurant space with dining room, full bar, free-standing tables, booths, two bathrooms, kitchen walkin cooler and basement storage area. ADA compliant.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date:	09/03/25	Time:	11:07am
Advertised:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date Published:	9/18/25	Publication:
Abutters Notified:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date of Notice:	9/18/25	
Date APPROVED by LLA			Decision of the LLA	
Additional remarks or conditions (E.g. Days and hours)				
For Transfers ONLY:				
Seller License Number:		Seller Name:		

The Local Licensing Authorities By:

Matthew Lord,Chair
Richard Kuklewicz,Co-Chair
Marina Goldman,Clerk
Date: September 29, 2025

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

Montague MA

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises

§12 Restaurant

All Alcoholic Beverages

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Cocina Lupita is a restaurant serving El Salvadoran cuisine for lunch and dinner. We intend to have a full bar serving beer, wine and liquor as well as mixed drinks and non alcoholic beverages.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

Cocina Lupita LLC

FEIN:

85-3610142

DBA

Cocina Lupita

Manager of Record

Joshua Breitner

Street Address

125 Avenue A Turners Falls MA 01376

Phone:

413-695-4251

Email:

cocinalupitagreenfield@gmail.com

Alternative Phone:

Website:

www.cocinalupita.com

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Single floor, first floor restaurant space with dining room, full bar, free-standing tables, booths, two bathrooms, kitchen, walkin cooler and basement storage area. ADA compliant.

Total Square Footage:

1400

Number of Entrances:

2

Seating Capacity:

46

Number of Floors

1

Number of Exits:

2

Occupancy Number:

46

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Joshua Breitner

Phone:

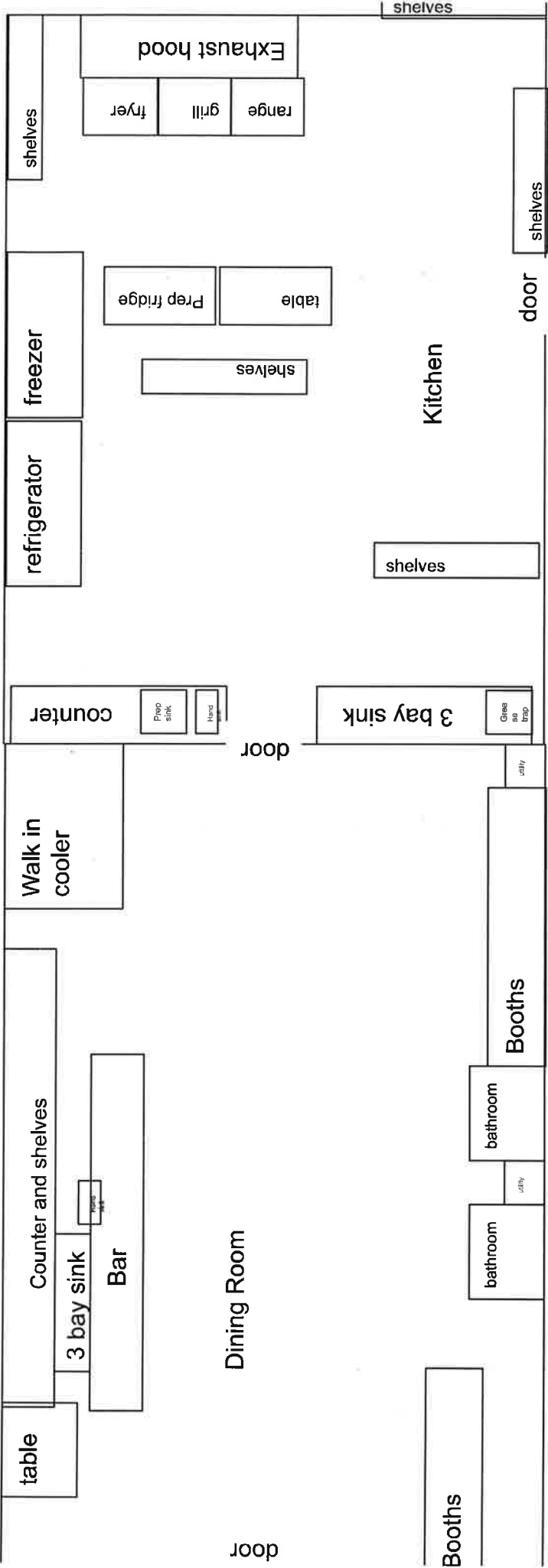
413-695-4251

Title:

Manager

Email:

cocinalupitagreenfield@gmail.com



SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 22, 2025

Franklin, ss.

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Wednesday, October 22, 2025, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$19,559.25, or any amount, for the purpose of paying prior year unpaid bills of the Board of Assessors, War Memorial, Clean Water Facility, and Solid Waste Departments, or pass any vote or votes in relation thereto.

(Town Accountant Request)

ARTICLE 2: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$95,100, or any amount, for the purpose of funding the implementation of a collective bargaining agreement with the New England Police Benevolent Association for Fiscal Year 2026, with increases to be paid retroactively to July 1, 2025, or to pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 4: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$26,990, or any amount, for the purpose of implementing the wage and class plan for unrepresented employees for Fiscal Year 2026, with increases to be paid retroactively to July 1, 2025, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$274,600, or any amount, for the purpose of additional funding for the Town Health Insurance appropriation for the Fiscal Year 2026, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$50,000, or any amount, for the purpose of rehabilitating culverts on South Street, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Department of Public Works Request)

ARTICLE 7: To see if the Town will vote to amend Article II of the Town of Montague General Bylaws, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53E1/2, to increase spending limit to \$350,000 for the Airport Fuel revolving fund for the Fiscal Year beginning July 1, 2025, which spending limit to be applicable for each fiscal year until such time as Town Meeting votes, prior to July 1 for the ensuing fiscal year, to increase the same; or pass any vote or votes in relation thereto.

(Airport Commission Request)

ARTICLE 8: To see if the Town will vote to authorize the Board of Assessors to negotiate and enter into a Tax Agreement pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 38H(b), or any other enabling authority, between the Town of Montague and Kearsarge Turners Falls RE LLC, Kearsarge Millers Falls RE LLC, its successor, assignee or affiliate, on such terms and conditions and for such term as negotiated by the Board of Assessors, for payment in lieu of taxes related to personal and/or real property associated with a solar renewable energy generation facility owned and operated by such entity located 131 Turnpike Road and identified as Assessor's Parcel ID 14-0-214 and 248 Millers Falls Road and identified as Assessors Parcel ID 23-0-67; and further to authorize the Board of Assessors to take such action as may be necessary to carry out the vote taken hereunder; or to pass any vote or votes in relation thereto.

(Board of Assessors Request)

ARTICLE 9: To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 59, Section 5, Clause 22I, as created by Chapter 178 of the Acts of 2024 (the "HERO Act"), thereby authorizing an annual cost-of-living adjustment in the amount of the property tax exemption granted to veterans on their domiciles under G.L. c. 59, §5, Clauses 22a-f, 22A, 22B, 22C, 22E, and 22F, based on the Consumer Price Index (CPI) as determined by the

Commissioner of Revenue, to be effective for applicable exemptions granted for the fiscal year beginning on or after July 1, 2026; or take any other action relative thereto.

(Selectboard Request)

ARTICLE 10: To see if the Town will vote to accept Massachusetts General Laws Chapter 59, Section 5, Clause 22J, as created by Chapter 178 of the Acts of 2024 (the "HERO Act"), thereby authorizing an additional property tax exemption for veterans on their domiciles under G.L. c. 59, §5, Clauses 22a-f, 22A, 22B, 22C, 22E, and 22F, of 50% of the existing veteran exemption amount, subject to the limitations and conditions set forth in Clause 22J, to be effective for applicable exemptions granted for the fiscal year beginning on or after July 1, 2026; or take any other action relative thereto.

(Selectboard Request)

ARTICLE 11: (Text forthcoming) To see if the Town vote to amend the Town's Zoning Bylaws and official Zoning Map, in accordance with Chapter 40A of the Massachusetts General Laws, to add a new Section 5.2.10, to be titled "Village Center Mixed-Use District", new section 6.4 to be titled "Design District Overlay" and associated changes to Section 2, 4.1, 5.3, 5.5, 5.5.3, 7.2.3, 7.4, 9.1.2, 9.1.3, and the Official Zoning Map, a copy of which is on file at the Office of the Town Clerk and on the Town's website, or to pass any vote or votes in relation thereto

(Planning Board Request)

ARTICLE 12: To see if the Town will vote to transfer care, custody and control of three (3) parcels of land located at 340-350, and 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled "Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial Hospital" dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4 to the Selectboard for general municipal purposes and for commercial and/or development of housing purposes and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such property for such sum and upon such terms and conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 13: To see if the Town will vote to discontinue and abandon 1969 public roadway layout of Burek Drive; accept revised public roadway layout of Burek Drive; accept proposed 15-foot-wide sewer easement under revised public roadway layout of Burek Drive in favor of 4 Burek Drive (Parcel #41-0-17) as shown on "Revised Street Acceptance Plan" Plan of Land in Montague, Massachusetts," dated August 7, 2025, and prepared by Harold L. Eaton and

Associates, Inc., on file with the Town Clerk, and authorize the Selectboard to acquire, by gift, purchase, and/or eminent domain, the fee to and/or easements in Burek Drive for all purposes for which public ways are used in the Town of Montague and any drainage, utility and/or other easements related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 14: To see if the Town will vote to accept the provisions of M.G.L. c. 64G, section 3A, and impose a local excise tax upon the transfer of occupancy of any room or rooms in a bed and breakfast establishment, hotel, lodging house, short term rental, or motel located within the Town at a rate of six (6) percent, said excise tax to take effect on the first day of the calendar quarter commencing at least thirty days after such vote of the Town Meeting, or take any action relative thereto.

(Selectboard Request)

ARTICLE 15: To see if the Town will vote to accept the provisions of G.L. c.138, §12D, which, if accepted, would allow the Select Board as the local licensing authority of the Town, to approve a request from a licensee to convert an existing license to sell wines and malt beverages only for on-premises consumption to a license to sell all alcoholic beverages for on-site consumption, subject to all other provisions of G.L. c.138, including notice, publication, and certified mailing of, and a public hearing on, such conversion, or take any other action relative thereto.

(Selectboard Request)

ARTICLE 16: To see if the town will vote to acquire and accept, by donation, from the Massachusetts Economic Development and Industrial Corporation, or the current owner, the real property located at 38 Avenue A, Turners Falls, Montague, and shown as Assessor's Map 04-0-0041, and being Lot 2 on a plan entitled "Turners Falls Heritage Park in Montague, Massachusetts Surveyed for Commonwealth of Massachusetts Dept. of Environmental Management," dated July 14, 1989, recorded with the Franklin Registry of Deeds in Plan Book 75, Page 48, described in an Order of Taking recorded with said Registry in Book 2474, Page 334, for general municipal purposes, including but not limited to, library purposes, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary for said acquisition, or pass any other vote or votes in relation thereto.

(Selectboard Request)

ARTICLE 17: To see if the town will vote to adopt the following resolution, or pass any other vote or votes in relation thereto.

A RESOLUTION

RESOLUTION DECLARING THE TOWN OF MONTAGUE TO BE AN APARTHEID-FREE COMMUNITY.

WHEREAS All people are equal and should be treated with dignity and respect;

WHEREAS The Palestinian people experience discriminatory legal regimes, forced displacement, movement restrictions, and systematic human rights abuses;

WHEREAS According to legal scholars and the international human rights community, this situation constitutes the crime of Apartheid;

WHEREAS This non-binding measure represents the will of the residents of Montague, who wish to stand in solidarity with the people of Palestine, and build an apartheid-free world, starting with our own town;

THEREFORE:

WE AFFIRM our commitment to freedom, justice, and equality for all Palestinians and All people;

WE OPPOSE all forms of racism, bigotry, discrimination, and oppression;

WE DECLARE ourselves an Apartheid-Free Community, and to that end,

WE PLEDGE to join others in working to end all support to Israel's apartheid regime, settler colonialism, and military occupation.

WE RECOMMEND that the Select Board send this resolution to the Massachusetts Legislature and the Governor.

(Citizen Petition)

Put on separate page

Given under our hands this 6th day of October in the Year of Our Lord Two Thousand and Twenty-Five.

Selectboard, Town of Montague

Matthew Lord, Chair

Richard Kuklewicz, Vice Chair

Marina Goldman, Clerk

Franklin, ss Montague, MA October _____, 2025

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

Constable of Montague

SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
October 22, 2025

BACKGROUND

ARTICLE 1. Prior Year Bills (Town Accountant Request)

Background: There are three prior year bills currently. With the primary cause of missing the bills being staff turnover on the Town side or the vendors.

- Board of Assessors has a CAI Technologies bill for 2,300 from 3/19/25.
- War Memorial has a Moretti & Sons Landscaping Inc bill for 767.93 from 5/22/25.
- Solid Waste has a Tighe and Bond bill for 15,927.92 from 6/18/25.
- CWF has a Mission Communications bill for 563.40 from 7/1/24.

ARTICLE 2. Public, Educational and Government (PEG) Access (Selectboard Request)

Background: This is an annual article to appropriate the PEG access funds provided to the town by Comcast for use by Montague Community Television.

ARTICLE 3. New England Police Benevolent Association (NEPBA) Contract (Selectboard Request)

Background: This article covers all employees of the NEPBA unions.

The Sergeant's union has 5 active employees, composed the Staff Sergeants and Sergeants of the Police Department. The contract agreed up added two steps to the union scale with 2.5% COLA for FY27, and 3% COLA for FY28. In FY26 all employees were also granted two steps. The contract also gives this union longevity that is equal to what all other employees in the Town of Montague qualify for. The amount of this contract was \$44,600 for FY26.

The Patrol union has 9 active employees, composed of Patrol and Detectives. The contract agreed upon added two steps to the union scale with 2.5% COLA for FY27, and 3% COLA for FY28. In FY26 all employees were granted two steps and 0.5% hazard pay. The contract also gives this union longevity that is equal to what other employees in the Town of Montague qualify for. The amount of this contract was \$50,500 for FY26.

ARTICLE 4. Unrepresented Employees Wage and Class (Selectboard Request)

Background: This article covers 15 employees, primarily composed of department heads and administration. Approving this article moves these employees onto the new 10 step wage scale retroactive to July 1. The new scale is based on the 2024 wage and classification

study conducted by the Selectboard to ensure that Montague remains competitive in the labor market and a destination for high quality employees. The expenditure also accounts for granting a new employment contract to the Director of Public Health.

ARTICLE 5. Town Health Insurance (Selectboard Request)

Background: The Hampshire County Group Insurance Trust voted to increase premiums an additional 20% on July 30, 2025. This increase was effective October 1, 2025. The Trust stated that medical claims have spiked significantly in 2025 with \$8.5 million in claims in May and that pharmaceutical claims have increased over 80% in the last 18 months with \$2.9 million in pharmaceutical claims in July. The Trusts reserves dropped from \$20 million in January 2024 to less than \$5 million. Paying these claims has led to the Trust draining its reserves quicker than they anticipated and facing bankruptcy.

The goal of the vote was that the Trust would recover and be financially viable while keeping insurance plans in place for the members of the Trust. The current FY26 budget was presented with the initial spring increase of 18-20% and needs further funding to meet this additional 20% increase.

ARTICLE 6. South Street Culvert Rehabilitation (Department of Public Works Request)

Background: This article asks Town Meeting to approve funding to repair two deteriorating culverts beneath South Street in Montague Center. Culverts are the structures that carry streams, stormwater, and seasonal runoff under the road. If these culverts fail, the road could crack or collapse, leading to costly repairs and potential road closures. Failure could also cause flooding, debris, and environmental damage to nearby properties and the local watershed.

The Town's Department of Public Works (DPW) will work with a specialized contractor to re-line the metal pipes with durable high-density polyethylene (HDPE) liners, secured with concrete and grout. DPW staff will handle tree and vegetation removal, excavation, installation, and final clean-up and landscape restoration.

Repairing these culverts now is time-sensitive to prevent structural failure, protect the roadway, and maintain safe and reliable infrastructure for the community. The work will complement the State's recent investment into a new bridge on South Street over the Sawmill River.

ARTICLE 7. Airport Fuel Revolving (Airport Commission Request)

Background: The Airport has seen a significant increase in fuel sales over the last 8 months. In FY25 fuel sales totaled \$196,902.09 with expenditures totaling \$171,805.61, with an established revolving account limit of \$200,000. July and August fuel sales in FY26 have already exceeded FY25 first quarter totals by 18% and projections indicate exceeding \$250,000 in total sales in FY26. An increase in the revolving fund limit will allow for

continued successful operation of the aviation fueling system, as it is extremely likely that revenue and expenditures will exceed the current \$200,000 limit sometime in March 2026.

The airport has the lowest fuel price in New England, which has driven an air traffic increase of 41.8% (FY24 to FY25), allowing the airport to capture additional revenue beyond fuel sales. In addition, some new federal grant awards will be based upon airport traffic, based aircraft, and fuel sales, in a competitive setting, where in the past grants were entitlement based. Despite a lower profit per gallon, a much higher volume will continue to support the overall goals of the airport. In FY26 the airport will be working to capture additional tourism revenue from the high volume of transient fuel customers.

ARTICLE 8. Kearsarge Tax Agreement (Board of Assessors Request)

Background: This article would allow the Assessors to negotiate and enter into a single Tax Agreement with Kearsarge Solar for both personal and real property related to two large scale ground mounted solar facilities 131 Turnpike Road (1.4 MW) and 248 Millers Falls Road (1.2 MW). These agreements are enabled by state law and are common for large solar projects in Massachusetts. They allow for a stable ,predictable revenue stream that doesn't decrease as equipment depreciates

131 Turnpike Road is already subject to a Tax Agreement from 2019. The new agreement would supersede that agreement and incorporate both sites. Currently, Kearsarge has open appeals filed for the 248 Millers Falls Rd Site for FY 22-25.

A new agreement would be for a 16 year term at \$17,946.15/ MW with a 1% escalator. The terms are advantageous in relation to other published municipal agreements. Upon adoption, Kearsarge Energy has agreed to withdraw their appeals filed with the Appellate Tax Board.

ARTICLE 9. HERO Act Massachusetts General Laws Chapter 59, Section 5, Clause 22I Provision (Selectboard Request)

Background: The Town is being asked to consider accepting a new property tax exemption option for veterans, Clauses 22I, created under the HERO Act (Chapter 178 of the Acts of 2024). This provision is designed to enhance property tax relief for qualifying veterans but must be adopted locally at Town Meeting to take effect.

If approved, these exemptions would begin in Fiscal Year 2027 (starting July 1, 2026).

Clause 22I automatically increases the amount of the property tax exemption for eligible disabled veterans each year by a cost-of-living adjustment (COLA). The adjustment is tied to inflation and determined by the Department of Revenue.

Fiscal Impact to Montague

- There is no additional state reimbursement for the increased exemption amounts under Clauses 22I. The Town budget will absorb the full cost of the additional tax exemptions for veterans.
- If both clauses are accepted, the COLA increase is applied first (22I), and the additional percentage (22J) is applied on top of the adjusted exemption.

Based on current data:

- There were 72 veteran exemptions granted in the Town of Montague for FY25.
- The estimated total decrease in revenue to the Town is approximately \$1,272.00 if Clause 22I is adopted.
- The estimated total decrease in revenue to the Town is approximately \$22,472.00 if both options (22I and 22J) are adopted and the additional exemption is set at the full 50%.

These estimates are subject to change depending on future inflation rates and any adjustments made to the additional exemption percentage.

Why This Matters

Veterans' property tax exemptions have not kept up with inflation. These changes would modernize and enhance the Town's support for disabled veterans, many of whom live on fixed incomes, while allowing Montague to retain local control over implementation.

Selectboard Recommends X-X
Assessors Recommends X-X

ARTICLE 10. HERO Act Massachusetts General Laws Chapter 59, Section 5, Clause 22J Provision (Selectboard Request)

Background: The Town is being asked to consider accepting a new property tax exemption option for veterans, Clauses 22J, created under the **HERO Act** (Chapter 178 of the Acts of 2024). This provision is designed to enhance property tax relief for qualifying veterans but must be **adopted locally** at Town Meeting to take effect.

If approved, these exemptions would begin in **Fiscal Year 2027** (starting July 1, 2026).

Clause 22J allows the Town to grant an additional exemption of up to 100%, the request currently stands at 50%, of the base veteran exemption amount (as adjusted by Clause 22I (if adopted)). This effectively doubles the exemption for eligible veterans, subject to limits set by law.

If both clauses are accepted, the COLA increase is applied first (22I), and the additional percentage (22J) is applied on top of the adjusted exemption.

Fiscal Impact to Montague

There is no additional state reimbursement for the increased exemption amounts under Clauses 22J. The Town budget will absorb the full cost of the additional tax exemptions for veterans.

Based on current data:

- There were 72 veteran exemptions granted in the Town of Montague for FY25.
- The estimated total cost increase to the Town is approximately \$21,200.00 if Clause 22J is adopted at 50%

- The estimated total decrease in revenue to the Town is approximately \$22,472.00 if both options (22I and 22J) are adopted and the additional exemption is set at the 50%.

These estimates are subject to change depending on future inflation rates and any adjustments made to the additional exemption percentage.

Why This Matters

Veterans' property tax exemptions have not kept up with inflation. These changes would modernize and enhance the Town's support for disabled veterans, many of whom live on fixed incomes, while allowing Montague to retain local control over implementation.

ARTICLE 11. Adopt Village Overlay District (Planning Board Request)

Background: Waiting on Planning Board Report from 9/23/25 meeting

ARTICLE 12. Authority to convey Farren Parcels(Selectboard Request)

Background: This article asks voters to authorize the transfer of three parcels of the former Farren Care Center (totaling about 9 acres) to the Selectboard. Trinity Health donated the site to the Town in 2023 after the hospital closed in 2021. The properties are located along Montague City Road and are considered key for potential redevelopment.

Approval of this transfer will allow the Town to pursue redevelopment opportunities, such as affordable or market-rate housing, mixed-use development, or other uses that benefit the community. The Selectboard plans to release a Request for Proposals (RFP) to attract developers in Fiscal Year 2026.

This vote **does not approve any specific development**. It simply gives the Selectboard the legal authority to act on behalf of the Town in negotiations, agreements, and redevelopment planning, while ensuring compliance with state laws for municipal property sales or leases.

ARTICLE 13. Burek Drive (Selectboard Request)

Background: This article asks the Town to approve a correction to the layout of a short public dead-end road off North Taylor Hill Road. The current recorded layout, approved in 1969, does not match the road as it was actually built.

The proposed action would adjust the right-of-way to reflect the existing roadway and officially recognize a sewer easement for 4 Burek Drive, which allows a septic leach field across the road. This matches existing conditions and is necessary to allow required repairs to the septic system at 4 Burek Drive.

The legal research and survey were completed by the property owners (Leh Family Trust and Burek Family Trust) and reviewed by the Planning Board under state law.

Approval will clear the property titles, allow septic repairs, and will **not** have any financial or operational impact on the Town.

ARTICLE 14. Local Option 6% Room Occupancy Tax (Selectboard Request)

Background: This article asks whether the Town of Montague should adopt the state's local option room occupancy tax on short-term rentals (STRs), such as Airbnb and Vrbo. It's important to note the renters pay the tax. It is not paid by the property owners. At the proposed 6% rate, the maximum allowed by state law. Each \$100-per-night rental would include an additional \$6 in tax, paid by the renter.

Massachusetts defines a short-term rental as "any property that is not for more than 31 days at a time...It does not include property that is rented out through tenancies at will or month-to-month leases."

According to the Massachusetts Division of Local Services (DLS) 324 municipalities in MA 228 have adopted the "local room occupancy tax" at the following percentages: 1 at 6.5% (Boston), 190 at 6%, 2 at 5%, 27 at 4%, 3 at 3%, 4 others are pending approval (all at 6%). Only 124 (1/3 of the towns) have not adopted this tax.

Short-term rental activity has been steadily growing in Franklin County. A March 2025 report by the Franklin Regional Council of Governments (FRCOG) found a 10% increase in STR listings over the past three years. In 2024, roughly 200 active STRs in the county generated \$954,000 in room tax revenue. Sixteen of Franklin County's 26 municipalities already collect this tax, nearly all at the 6% rate

Montague currently has about two dozen active STRs. Based on conservative estimates, the Town could raise more than **\$20,000 annually** if the tax were adopted. For comparison, in 2024 Ashfield received \$20,000, Bernardston \$37,000, and Orange \$58,000 in revenue from STRs. The Massachusetts Department of Revenue administers the tax and distributes funds to municipalities on a quarterly basis.

If Montague does not adopt this local option, the Town will continue to forgo this potential source of revenue.

ARTICLE 15. Liquor License Local Option (Selectboard Request)

Background: Recent legislation (M.G.L. c.138, §12D) gives towns the option to allow holders of On-Premises Wine and Malt Only Licenses to upgrade to All-Alcoholic Beverages Licenses. This change streamlines local licensing by removing the need for special approval from the state legislature and allows upgrades regardless of the usual license quota system.

In Montague, this change would enable three existing businesses to expand their offerings. It would also make the community more attractive for new restaurants and entertainment venues. By adopting this article, the Town would reduce barriers for local businesses and support more diverse dining and entertainment options in Montague.

ARTICLE 16. Acquire Ownership of 38 Avenue A from EDIC

Background: The property at 38 Avenue A is currently owned by the Montague Economic Development & Industrial Corporation (EDIC), a quasi-public Town entity established to hold land for economic development purposes. The site, formerly home to a Cumberland Farms convenience store and gas station, has been owned by the EDIC since the 1990s. Despite several efforts to attract private development—including in 2016 and 2019—no projects have materialized due to changing economic conditions.

In recent years, the Montague Public Libraries identified the site as a strong candidate for a new main library branch. As part of the Massachusetts Board of Library Commissioners' Public Library Construction Program, this site was studied alongside one other option. In August 2025, both the Library Building Steering Committee and the Library Trustees voted unanimously to move forward with 38 Avenue A as the preferred site, contingent upon securing state construction grant funding and approval by Montague voters through a debt exclusion anticipated in Spring 2026. On September 18, 2025, the EDIC voted in favor of donating the property to the Town for this purpose.

Approving this article will authorize the transfer of 38 Avenue A from the EDIC to the Town of Montague. This is a necessary step to remain eligible for state library construction funding. Approval of this transfer does not commit the Town to building the project; final decisions will depend on state grant awards in January 2026 and subsequent approval by both Town Meeting and Montague voters in 2026.

ARTICLE 17. RESOLUTION DECLARING THE TOWN OF MONTAGUE TO BE AN APARTHEID-FREE COMMUNITY.

Background: This article was submitted by a citizen petition signed by over 100 registered voters in Montague. The following text was provided by the proponents:

The Town of Montague can join the Apartheid-Free Communities network, by voting Yes, to stand as a community with Palestinian people, immigrants, and everyone working for peace, justice & equality.

Together, Montague residents have united their community to take this renewed public pledge against all interlocking systems of racism and oppression, including antisemitism, Islamophobia, and xenophobia; working with others towards ending human rights abuses at home and in Palestine. With this resolution, Montague will join 5 other New England municipalities, and over 800 communities(1) that declare freedom from the crime of Apartheid: "inhumane acts committed for the purpose of establishing and maintaining domination by one racial group of persons over another racial group of persons and systematically oppressing them" (2).

On February 1st 2022 Amnesty International concluded that Israel has imposed an oppressive apartheid system of domination over the Palestinian people in Palestine and the Occupied Palestinian Territories, Additionally the United Nations, and the International Association of Genocide Scholars have confirmed that what is happening in Gaza is a genocide.

Being Apartheid-Free is not just about Palestine. Passing this pledge is about our collective humanity and is a step to raise consciousness and build consensus that what is happening in Israel/Palestine is apartheid, it is wrong, and must end. It is our fiscal responsibility to fund our communities, rather than violating our own Leahy Law and International laws. In 2024, Montague residents paid an estimated \$648,863 to Israel's apartheid regime (the 2025 figure according to NotMyTaxDollars.org). Put in perspective, our money could instead fund 7 elementary school teachers' salaries for one year, or purchase one month's groceries for 1,365 families. Just as the world took a stand against South African apartheid to force the end of its oppressive and racist system, it is our moral imperative to stand with the Palestinian people to end Israel's apartheid.

Now is the time to raise our collective voice for democracy and freedom of speech, and against the rise of fascism. We stand together to call for, and CREATE municipal action, accountability, policies, and investments that support the needs of our community.

Our state and federal representatives need to hear that in Montague we prioritize our commitment to human rights locally and abroad. Taking the Apartheid-Free Community Pledge is a courageous act towards creating the community and world where we truly want to live, and where our children can thrive.

Thank you for voting Yes to Equality & Justice for All people and putting Montague on the right side of history -future generations will remember you.

(1) [Apartheid-Free.org](https://www.apartheid-free.org)

(2) International Convention on the Suppression and Punishment of the Crime of Apartheid

DAVID W. KACHAJIAN

DAVID W. KACHAJIAN
Montague, VT 05401
(802) 752-5472
dkachajian@montaguevt.org

July 23, 2025

Walter Ramsey, Town Administrator
Town of Montague
1 Avenue A
Montague, MA 01376

Dear Mr. Ramsey:

I am writing in response to the opening of the Chief of Police position with the Montague Police Department. I strongly believe that my experience over the last 30 years working as a law enforcement officer as well as my professional and personal attributes make me an ideal candidate for this position.

As an accomplished and innovative law enforcement professional, currently serving as the Chief of Police for the Town of Brandon, Vermont, I appreciate this opportunity to submit my application for the position of Chief of Police with the Montague Police Department. I have completed a baccalaureate degree in criminal justice as well as obtaining a master's degree in criminal justice administration. In addition to completing the full-time police waiver academy in Vermont, I was also certified as a full-time police officer in the State of Massachusetts. I have obtained training and certification in several specialized aspects of law enforcement, some of which have afforded me the status of instructor in several disciplines. I am a highly motivated and dedicated person. I enjoy being challenged and I endeavor to do the best job possible. I am also goal oriented and very committed to my chosen profession. My work ethic, dependability, and integrity are high personal priorities. I take pride in the fact that I practice these values daily as a police officer and as a person.

Throughout my career I have proven myself to be a capable law enforcement leader, experienced in law enforcement operations, emergency management, and investigations who has collaborated with other leaders, peers, and subordinates. I am a high-energy leader who loves to meet new people and build and develop lasting relationships. I also possess an ability to energize, excite, and help the people around me. I enjoy mentoring younger staff members so they may become the leaders of tomorrow and always try to inspire them to further their personal and professional growth as well as ensure organizational growth. I am highly effective at getting buy-in from stakeholders at all levels and engaging others to work toward the greater good and bring the added value of integrity, work ethics, and focused relationship management as a visibly engaged leader and manager.

My career has always been and will continue to be centered on a commitment to teamwork and excellence, combined with a responsive, problem-solving philosophy that fosters daily interaction

with those I work with and serve in a compassionate, positive manner. I pride myself as being a forward thinker that always looks towards the future and what can be done both today and tomorrow to improve things for the better for both the police department and community. I am confident that the combination of my education, training and experience would be a beneficial addition to the Town of Montague as your Chief of Police.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

David Kachajian

David W. Kachajian

Education

2024 | NEW ENGLAND FBI REGIONAL COMMAND COLLEGE – CHATHAM, MA

•Command/Leadership School

2021|FBI-LEEDA-ESSEX, VT

•Executive Leadership Institute

2014 | ROGER WILLIAMS UNIVERSITY – BRISTOL, RI

•First Line Supervisor School

2005 | VERMONT POLICE ACADEMY – PITTSFORD, VT

•V.C.J.T.C./Full-Time Officer Waiver Course

2000 | WESTERN NEW ENGLAND COLLEGE – SPRINGFIELD, MA

•MA Criminal Justice Administration

1996 | WALTHAM POLICE ACADEMY – WALTHAM, MA

•M.C.J.T.C./Full-Time Officer School

1995 | NORTHEASTERN UNIVERSITY – BOSTON, MA

•BA Criminal Justice

Experience

CHIEF OF POLICE | TOWN OF BRANDON POLICE DEPARTMENT | 2022-PRESENT

- Brandon, VT
- Establishes department goals, objectives, policies, regulations, and procedures; Coordinates the selection of new hires; Evaluates employees annually and outlines personal development plans for police officers; Directs, coordinates, and keeps records of all Department procedures, practices, and functions; Deals with problems in assignments, discipline, morale, training, and any other problem affecting a member of the Department; Oversees the preparation, presentation, and administration of the Department's annual operating budget and seeks financial grant assistance from state and federal agencies; Serves as the primary spokesperson for the Department and seeks electronic and traditional media opportunities to better inform the public of the Department's operations, functions, and major incidents. Performs all duties of a police/patrol officer, which includes answering calls for service, routine patrol, traffic enforcement, and all duties required of subordinate members through all ranks.

POLICE LIEUTENANT/ACTING CHIEF OF POLICE | VILLAGE OF SWANTON POLICE DEPARTMENT | 2017-2022

- Swanton Village, VT
- Second in command at police department; hiring and recruiting of new officers; conducting Internal Affairs investigations; conducting employee/applicant background investigations; grant writing; policy creation and implementation; officer in charge of evidence control and maintenance; supervise patrol officers and dispatchers; Death Investigator; training new officers (Field Training Officer); Defensive Tactics Instructor; patrol; criminal investigation; traffic enforcement.

POLICE CORPORAL | CITY OF MONTPELIER POLICE DEPARTMENT | 2007 – 2017

- Montpelier, VT
- Patrol; supervise patrol officers and dispatchers; Death Investigator; training new officers (Field Training Officer); Defensive Tactics Instructor; Ground Fighting Instructor; criminal investigation; traffic enforcement; grant writing.

DEPUTY SHERIFF | FRANKLIN COUNTY SHERIFF'S OFFICE | 2005 – 2007

- St. Albans, VT
- Patrol; criminal investigation; traffic enforcement; performed prisoner transport; conducted court security; served civil process.

POLICE OFFICER | TOWN OF BARNSTABLE POLICE DEPARTMENT | 1999 – 2005

- Barnstable, MA
- Patrol; criminal investigation; traffic enforcement; Firearms Instructor; Marine Patrol Unit.

POLICE OFFICER | CITY OF WALTHAM POLICE DEPARTMENT | 1996 – 1999

- Waltham, MA
- Patrol; criminal investigation; N.E.M.L.E.C. Tactical Police Unit; crime prevention; traffic enforcement.

ACCREDITATIONS, COMMENDATION, AND TRAINING

VERMONT

- Certified Death/Homicide Investigator.
- Internal Affairs Investigator.
- Background Investigator.
- Certified Field Training Officer.
- A.R.I.D.E Certification.
- FEMA NIMS Training (ICS 100, 200, 700).
- Defensive Tactics Instructor (MDTS, Expandable Baton and Oleoresin Capsicum Spray).
- Ground Fighting Instructor.
- Below 100 Instructor.
- School Resource Officer (SRO) Program Supervisor

MASSACHUSETTS

- Firearms Instructor (semi-auto pistol, shotgun, patrol rifle).
- Certified Field Training Officer.
- Certified PR-24 Baton Instructor.
- Marine Patrol Officer.
- N.E.M.L.E.C Tactical Police Unit Operator.
- Certified Expandable Baton Instructor.
- Proactive Criminal Enforcement Training (ACE/ICE).
- Commercial Motor Vehicle Enforcement Inspector Certification.
- Laser Speed Detection; Doppler Traffic Radar Operation.
- U.S. Coast Guard Defensive Boat Tactical Operations Training.
- Clandestine Laboratory Investigation.
- Less-Lethal Impact Munitions Training.

[REDACTED]

- Occupant Protection Usage and Enforcement Training Program.
- Enhanced 911 Telecommunication Training.
- Certified Open Water S.C.U.B.A.
- Deputy Weights and Measurer/Town of Barnstable.
- Barnstable Police Life Saving Medal (2001).

ADDITIONAL SKILLS

- Strong communication and interpersonal skills.
- Able to work well with others or independently.
- Highly organized and attentive to detail.
- Able to master new skills quickly.
- Able to understand and synthesize technical materials quickly.

David W. Richardson
35 Cedar Drive Addison, VT 05094
(802) 752-5872
drichard@igateway.net

Jason D. Haskins



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

Dear Mr. Ramsey,

I am excited to apply for the Chief of Police position with the Town of Montague. With over 25 years of progressive law enforcement leadership – including service as a Chief of Police and my current role as Police Lieutenant I offer a proven record of executive-level decision-making, community-focused policing, and strategic innovation. I am confident my combination of command experience, advanced education in criminal justice and criminology, and deep commitment to transparency and accountability align directly with your vision for the Montague Police Department.

In my current capacity as Lieutenant with the Greenfield Police Department, I have overseen all operational divisions – patrol, communications, investigations, animal control, and traffic, while directing specialized units including the cadet program, drone unit, traffic safety program and crisis negotiations team. I lead our accreditation process to ensure compliance with state and national standards, develop advanced training in areas such as use of force and crisis response, and coordinate complex public safety operations for large-scale events. These responsibilities reflect the leadership, administrative oversight, and operational expertise essential for leading a department the size and scope of Montague's

Previously, as Chief of Police for the Colrain Police Department, I managed all aspects of the agency, from policy development and budget management to personnel leadership and interagency collaboration. I strengthened community trust by prioritizing transparency and engagement, implemented policy reforms to enhance accountability, and secured critical resources through grant acquisition and fiscal stewardship. These efforts mirror Montague's stated priorities of community partnership, professional development, and proactive policing strategies.

I hold a master's degree in Criminal Justice – Public Administration and am currently pursuing my Doctor of Criminal Justice and Criminology degree, underscoring my commitment to evidence-based policing, leadership excellence, and lifelong learning. My leadership philosophy

is rooted in collaboration, working with community members, city/town leadership, and department personnel to create a safe inclusive, and resilient community.

I am inspired by the Town of Montague's dedication to public safety, community engagement, and professional excellence and I welcome the opportunity to bring my experience, vision, and proven leadership to this role. I look forward to the chance to discuss how my qualifications align with your goals for the next Chief of Police.

Respectfully,

Jason D. Haskins

Jason D. Haskins

Greenfield, Massachusetts 413-424-1976 | jason.haskins@greenfieldma.gov



Executive Summary

Accomplished and visionary law enforcement executive with 25+ years of progressive leadership experience and education, including tenure as **Chief of Police** and current role as **Police Lieutenant**. Proven ability to lead complex police operations, develop forward-thinking policies, and implement innovative community policing strategies. Demonstrated success in managing multimillion-dollar budgets, directing cross-functional teams, and achieving accreditation compliance. Committed to building a transparent, accountable, and community-oriented agency that fosters trust, safety, and organizational excellence. Currently pursuing a Doctor of Criminal Justice and Criminology, bringing advanced academic insight to modern policing challenges.

Core Leadership Competencies

- Executive Police Administration & Governance
- Strategic Planning & Organizational Development
- Budgeting, Fiscal Management & Grant Acquisition
- Policy Development, Risk Management & Accreditation
- Community Engagement & Partnership Building
- Emergency Management & Critical Incident Command
- Personnel Development, Recruitment & Retention
- Interagency Collaboration & Stakeholder Relations

Professional Experience

Greenfield Police Department – Greenfield, MA

Lieutenant | Apr 2022 – Present

Patrol Commander	Dispatch Commander	Accreditation Manger
Crisis Negotiations Team Commander	Drone Team Commander	Traffic Control Commander
Emergency Management Coordinator	Connect Liaison	Detail & Event Coordinator
Field Training Program Commander	Department DICO	Animal Control Supervisor

Cadet Program Creator/Director
First Responder/CPR Instructor
Recruitment & On boarding

CIT Coordinator
DTS / Scheduling
IOD Claims Supervisor

Internal Affairs Supervisor
UOF/Pursuit Reporting
Quality Assurance

Sergeant | Feb 2015 – Aug 2023

- Led Patrol shift operations, optimized resource allocation, and enhanced service delivery through effective supervision.
- Conducted internal affairs investigations and maintained the highest standards of accountability.
- Partnered with community organizations to advance public safety initiatives.

Patrol Officer | Feb 2007 – Feb 2015

- Served as **Community Police Officer** – Developed and implemented a community relations program and **neighborhood watch** initiative.
- Responded to calls for service, conducted investigations, and ensured public safety through proactive engagement.

Colrain Police Department – Colrain, MA

Chief of Police | Aug 2009 – Jan 2016

- Directed all department operations including strategic planning, policy formulation, budgeting, staffing, and training. – Requested by the Select board to create a “professional” agency.
- Developed and managed departmental budget, ensured fiscal accountability, and pursued grant funding to enhance operations capacity.
- Represented the department at public meetings, fostering transparency and community trust.
- Implemented professional standards and officer development programs to improve agency performance.

Patrol Officer | May 1999 – Aug 2009

- Conducted law enforcement duties including patrol, investigations, and community outreach.
-

Education

Doctor of Criminal Justice & Criminology (in Progress) – Keiser University | Expected Dec 2026

M.S., Criminal Justice – Public Administration – Southern New Hampshire University | 2022

B.S., Criminal Justice Administration – University of Massachusetts, Amherst | 2019

A.S., Criminal Justice – Holyoke Community College | 2015

A.S., Hospitality Management – Holyoke Community College | 1998

References

See three professional references attached



**GREENFIELD
COMMUNITY
COLLEGE**

Jack Vanasse

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

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

Town Administrator Ramsey,

I am writing on behalf of Jason Haskins, whom I have had the pleasure of knowing personally and professionally over the past few years in my capacity as Chief of Police at the Greenfield Community College Police Department, and more so as a fellow member of the Franklin County Police Cadet Executive Board, where Jason serves as Director.

Having worked with all Franklin County Chiefs in one aspect or another, and in my working relationships with Chiefs throughout Massachusetts, I can say unequivocally that Jason possesses the skills, knowledge, and, most importantly, the mindset to be a Chief for your Police Department.

Jason's depth of knowledge and experience in policing should stand out quite obviously on his resume, which I don't feel that I could adequately give the attention it deserves; however, I can tell you that aside from his many degrees, with more to come, Jason has the acumen and temperament to lead a police department in today's climate which has proven challenging for many Chiefs.

Not only would you be hiring a highly degreed and experienced leader in policing, you'd be hiring someone who understands where the future of policing is going and how to ensure that your town is well supported by the Police Department going forward.

Sincerely,

Jack Vanasse

[REDACTED]
[REDACTED]



**Town of Conway, Massachusetts
Police Department**

Chief of Police Donald N. Bates



August 4, 2025

To Whom It May Concern,

I am pleased to write this letter of reference for Lieutenant Jason Haskins of the Greenfield Police Department. I have known Jason professionally for many years, having first met him during his time at the Shelburne Control Dispatch Center in 1999. From our earliest interactions, he demonstrated exceptional composure, clear communication skills, and a deep commitment to public safety.

Jason's law enforcement career reflects an impressive broadness of experience. As the Crisis Negotiator Commander, he leads with both compassion and tactical awareness—qualities critical to de-escalating the most high-risk and emotionally charged situations. His leadership in this role is marked by sound judgment, team coordination, and an unwavering dedication to preserving life and community trust.

In addition to his current role, Jason previously served as the Chief of Police in Colrain, Massachusetts. That leadership experience speaks volumes about his character, capability, and professionalism. Jason understands the complexities of modern policing, from frontline response to administrative leadership, and he approaches all responsibilities with integrity and diligence.

Jason is a natural leader who brings both heart and skill to every assignment. He is the type of officer, supervisor, and leader who earns the respect of his peers, the trust of the public, and the confidence of his command staff. I recommend him without reservation for any opportunity that aligns with his outstanding qualifications.

Please feel free to contact me if you require any further information.

Respectfully,

Donald Bates
Chief of Police
Conway Police Department

David M. Johnson Psy.D.
Clinical Medical Psychologist
Massachusetts License #1177
[REDACTED]
[REDACTED]

Montague Police Chief Hiring Committee
Town of Montague, MA 01376

Re: Lt. Jason Haskins

By way of introduction, I am a Psychology Professor Emeritus at Greenfield Community College, a clinical psychologist in private practice, a retired (after 13 years of service) part-time police officer with the Conway Massachusetts PD, the founder and developer of the Franklin County Regional Special Response Team-Crisis Negotiation Team (CNT), and the former Negotiation Team Leader and presently in charge of the ongoing CNT Training.

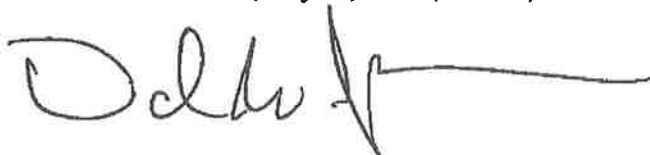
I have worked closely with Lt. Jason Haskins since late in 2021 when he became a member of the then newly developing Franklin County Regional Crisis Negotiation Team, and I have subsequently had the opportunity to work with him since that time in his variety of roles and responsibilities from crisis negotiator through and including the CNT commanding officer. His dedication to his profession of law enforcement is truly apparent to me in every aspect of the responsibilities he has accordingly accepted. Jason is always highly motivated in terms of his assumption of continuing law enforcement training and his concurrent academic pursuit of a doctoral degree in criminal justice. He is always reliable in his multiple roles as exemplified in his recent primary involvement in the local Law Enforcement Youth Cadet Program, while concurrently handling a host of other 'routine' department specific roles ranging from FTO, active law enforcement procedures, and most recently his involvement in departmental accreditation. His manner is one of dedication, which is very well complemented by his accessible nature. He easily and thoroughly represents the contemporary character of "Community Policing". He regularly performs effectively and efficiently in law enforcement and administration.

My opinion and assessment of Lt. Haskins is that he is an intelligent, highly motivated, reliable, dedicated, empathic, responsible, and consummate law enforcement professional with excellent social skills and the ability to successfully lead and command in any post that he might accept.

Accordingly, I recommend Lt. Jason Haskins to you for the position of Chief of Police most highly and without reservation.

Sincerely,

David M. Johnson, Psy.D., FPPR, FICPP, ABMP





Montague

Strathmore Mill Site Cleanup Project



Nestled between the Connecticut River and the FirstLight Power Canal in Turners Falls, the Strathmore Mill complex is a 1.9-acre site that formerly operated as a paper mill. Since the 1990s, when the mill ceased operations, the buildings have sat vacant, and were acquired by the Town through tax title. The buildings pose a health and ecological hazard to the Turners Falls community and the Connecticut River.

With support from state and federal partners, including a \$5M state earmark and a \$4.92M EPA Brownfields Cleanup grant, the cleanup will include the abatement of hazardous building materials, demolition of unsafe structures, and stabilization of the site. Beyond the immediate safety and environmental goals, this project is also charting the course for revitalization of the Turners Falls Canal District. Cleaning up the Strathmore Mill property is part of the Town’s long-term vision for economic development, historic preservation, and sustainability. By converting a long-dormant industrial site into recreational open space directly on the riverfront, Montague is laying the groundwork for redevelopment that honors the town’s industrial heritage while supporting a vibrant, resilient future.

Updates will be shared regularly on this page to keep residents, neighbors, and stakeholders informed as work moves forward.

September 2025 Update

Status of the Strathmore Mill Cleanup

The Town of Montague is navigating significant cost and engineering challenges in its plan to demolish the former Strathmore mill complex at 20 Canal Road. The town has engaged the engineering firm Tighe & Bond to develop alternative demolition designs, after initial estimates showed that full demolition—particularly for the structures surrounding the privately-owned Building 9—would exhaust the \$10 million allocated to the project. These alternatives are intended to identify more cost-feasible approaches, such as demolishing many of the outlying buildings while stabilizing, rather than removing, some of the buildings that directly border Building 9.

While the Town had earlier hoped for demolition to begin in summer 2025, that schedule has been delayed; Spring 2026 is the more realistic target given the complexity of scope and funding.

Footbridge and Asbestos Abatement Work

The pedestrian footbridge that connects Canal Street to the Strathmore Mill complex is now the immediate focus. Because it contains asbestos, an abatement project has been initiated.

Relation of Footbridge Work to the Larger Cleanup Effort

The footbridge project is a precursor to the broader demolition work. Removing the footbridge and abating its asbestos are necessary steps before much of the rest of the Strathmore complex can be safely demolished. The bridge also includes Town-owned utility lines which must be capped once it is removed.

Meanwhile, the town is still working with Eagle Creek Hydro (the owner of Building 9, which houses a hydroelectric turbine) to find mutually acceptable solutions, since Building 9’s condition, ownership, and cost implications remain central to determining what gets demolished—and what gets stabilized or potentially reconstructed.

Once abatement is complete, the Town of Montague will seal off (or “cap”) utility lines on the bridge, in preparation for its removal. The bridge’s removal is expected to be carried out by FirstLight during the annual canal drawdown in the **fourth week of September 2025**.

Strathmore Mill Cleanup - Project Files

Show25entries

Search:

Name	Uploaded Date
2023 Canal District Master Plan Study Final Report.pdf	2023-04-03 10:05:25
2025 - Strathmore Mill - Design Phase Alternatives PLANS.pdf	2025-09-23 15:07:23
2025 - Strathmore Mill Design Phase Cost Estimates.pdf	2025-09-23 15:07:25
EPA Grant Award Aug 2024.pdf	2025-09-23 14:29:17
FirstLight - Letter to Montague Strathmore Bridge 11-25-24.pdf	2025-09-23 14:23:29
Footbridge Cut and Cap Locations.pdf	2025-09-23 15:01:59
FY24 EPA Brownfield Grant Montague Narrative Info Sheet.pdf	2025-09-23 14:35:59
FY24 EPA Brownfield Grant Montague Narrative.pdf	2025-09-23 14:35:57
FY24 EPA Brownfield Grant Montague Threshold Criterea.pdf	2025-09-23 14:36:03
FY24 EPA Brownfields Grant PUBLIC HEARING SUMMARY.pdf	2025-09-23 14:36:04
Montague FY24 EPA Brownfields Grant Submittal Combined 1.pdf	2025-09-23 14:36:07
Montague Strathmore Scope Budget.pdf	2025-09-23 14:21:48
Strathmore Map.pdf	2025-09-23 14:11:17
Strathmore Mill Draft Cleanup Analysis.pdf	2025-09-23 14:24:22
Strathmore Phase I Environmental Site Assessment 2014.pdf	2025-09-23 14:27:25

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**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF Montague, MASSACHUSETTS
AND
Fuss & O'Neill**

THIS AGREEMENT made this 29th day of September, 2025 between Fuss & O'Neill, with a usual place of business at 1550 Main Street Suite 400, Springfield, MA 01103, hereinafter called the "CONTRACTOR," and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the "TOWN".

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

1. Scope of Work

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

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a lump sum of \$446,500, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$446,500, without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on September 30, 2025 and shall expire on June 30, 2026, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work in accordance with the schedule in Exhibit A. CONTRACTOR shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

4. Performance of the Work

The CONTRACTOR, and those for whom it is legally liable, will perform its services in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

A. Responsibility for the Work:

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

B. Deliverables, Ownership of Documents: One (1) reproducible copy of any and all drawings, plans, specifications, reports and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefore to the CONTRACTOR. Ownership of stamped drawings and specifications shall not include the CONTRACTOR's certification or stamp. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with

the Project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all damages, including reasonable attorney's fees, arising out of the performance of this Agreement and to the extent caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONTRACTOR or its employees, agents, subcontractors or representatives.

11. Insurance

- A. The CONTRACTOR shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable.
- C. The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The CONTRACTOR shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The CONTRACTOR shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.

- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the CONTRACTOR, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

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

14. Miscellaneous

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

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

TOWN OF MONTAGUE:

FUSS & O'NEILL

By: _____

By: _____

Print Name: Matthew Lord

Print Name:

Title: Selectboard Chair

Title:

519856/KOPE/0003

September 25, 2025

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

RE: Proposal for Professional Engineering Services
FY26 MVP Action Grant – Town of Montague Hill Neighborhood Green Infrastructure Master Planning
Fuss & O'Neill Reference No. 20241314.A10

Dear Mr. Nolan-Zeller:

Fuss & O'Neill, Inc. has prepared this proposal for data collection, conceptual design, and community engagement services to assist with the City's FY26 Municipal Vulnerability Preparedness Program Action Grant.

Project Understanding

Based on a grant proposal prepared jointly by the Town of Montague and Fuss & O'Neill, the Town of Montague has been awarded an FY26 EEA Municipal Vulnerability Preparedness Program Action Grant to develop a Green Infrastructure Master Plan for the Hill Neighborhood of Turners Falls and assess slope conditions and evaluate potential nature-based design solutions for slope stabilization at 4 known areas of concern along the steep slopes at the edge of the Hill.

Scope of Services

Task 1. Project Kickoff, Management and Reporting

Sub-Task 1.1 Kickoff Meeting with City, EEA, and Consultant

Fuss & O'Neill will participate in a project kickoff meeting with City Staff and the MVP Regional Coordinator to launch the project and review timelines and deliverables. We will prepare and circulate a meeting agenda as well as notes of relevant discussion items following the meeting.

Deliverables: Meeting Notes, Sign-in Sheet.

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Sub-Task 1.2 Monthly Progress Reports

It is assumed that monthly progress reports required for grant compliance will be completed by the Town using the template provided by EEA. Fuss & O'Neill will provide timely updates regarding completion status of tasks for the City's use in these reports.

Deliverables: N/A

Sub-Task 1.3 Project Case Study

Fuss & O'Neill will prepare a draft case study and Powerpoint slide using the template provided by EEA. The draft will be finalized based on one round of review comments.

Deliverables: Final case study report, Powerpoint slide, project photos.

Task 2. Community Engagement

Sub-Task 2.1 Demonstration Rain Garden—Sheffield Elementary

Fuss & O'Neill will work with students and leadership at the Sheffield Elementary School in partnership with Town staff to guide students through design and construction of a demonstration rain garden on school property. We have assume 20 staff hours working with students on design, as well as 20 staff hours for the actual implementation effort. Fuss & O'Neill will not provide any supplies (tools, plants) for this effort, but will support the Town in coordinating purchase of tools and plants using separate grant funds that have been allocated to this purpose. If any heavy equipment is required for implementation, the Town will supply equipment and operator.

Deliverables: Grant deliverables to include photos of constructed rain garden and design/build process and photos of informational signage/artwork created by students to be compiled and provided to MVP by the Town.

Sub-Task 2.2 Mailed "Invitations" to Neighborhood Residents

In advance of focus group sessions (Sub-Task 2.3), Fuss & O'Neill will support efforts to distribute a mailing to all neighborhood households by preparing a postcard or flyer designed to invite residents to participate in the focus groups and later community design workshop. The Town will be responsible for all mailing and printing costs and actual production and mailing of the invitations.

Deliverables: Electronic flyer/postcard for neighborhood distribution.

Sub-Task 2.3 Targeted Community Focus Groups

Fuss & O'Neill will hold two focus groups with key neighborhood groups (anticipated to include: neighbors, Sheffield Elementary School Community, and Thomas Memorial Golf Course staff and ownership). Focus groups are an early-opportunity to hear from residents to engage people, understand various perspectives, generate

Mr. Chris Nolan-Zeller
September 25, 2025
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initial ideas to be explored in more depth during the design workshop, and build momentum/gather more voices. The exact format and audience for various focus groups will be determined in partnership with Town staff and/or community liaisons identified by the Town.

The Town will be responsible for coordinating rental of facility space at the Great Falls Discovery Center, meals, and gift cards for participants of the neighborhood focus groups using separate grant funds allocated for this purpose.

Deliverables: Sign-in sheets; event photos; electronic copies of any materials used or written information gathered from participants.

Sub-Task 2.4 Community Design Workshop

After collecting initial insights from the focus groups and gathering technical data (soil borings, drainage mapping, hydrology data), Fuss & O'Neill will partner with the Town to host a visioning event over the course of two days to engage the community and public, day one will include a walk-and-talk and project visioning session, day two will include a presentation of concepts and opportunities to gather feedback from the community on the potential concepts. The visioning workshop will be led by Andy Bohne, a registered landscape architect and sessions will be designed to engage the project partners as well as the larger community and public (business owners and staff including the golf course, neighborhood residents, the Town, elementary school families and staff, etc.). These meetings are proposed to be:

Workshop Meeting 1: Workshop Kickoff meeting reviewing the project goals and a walk-and-talk session in the Hill Neighborhood

Workshop Meeting 2: Concept presentation and open house, giving the community the opportunity to talk to the designers and the provide feedback and input into the design direction.

The workshop will build off of perspectives and ideas shared during the focus groups (Task 2.3), as well as provide opportunities to gather information and ideas from new voices joining the conversation for the first time. The two-day format is also intended to keep the conversation moving and incorporate feedback into the design direction. Meeting 2, residents will be able to see initial graphic representations that respond to the ideas generated by the group during the focus groups and walk-and-talk sessions and provide feedback to answer the key questions: "did the design team capture what you, as the neighborhood, were looking for? Does the design respond to your needs?" "What else would you like to see?". The information gathered and feedback received from the workshop will serve as the jumping off point for next steps and detailed design moving into a subsequent project phase.

This task specifically captures the community engagement half of the overall workshop process and results. The ultimate design deliverables that will emerge out of the workshop are captured in Task 7, below.

Deliverables: Sign-in sheets; event photos; electronic copies of any materials used or written information gathered from participants

Task 3. Drainage System Mapping

DPW does not currently have detailed mapping of stormwater infrastructure within the Hill Neighborhood. To inform the Green Infrastructure Master Plan, we will conduct field survey investigations to collect stormwater structure dimensions and critical elevations as follows:

- Locations of manholes, catch basins, and outfalls
- Pipe invert elevations
- Catch basin rim elevations
- Pipe sizes and material

MA licensed surveyor will conduct a survey of key structures in the project area. All surveyed elevation data will be prepared in Massachusetts State Plan Coordinate System using horizontal datum NAD83 and vertical datum NAVD88. The survey will confirm stormwater structure dimensions and critical elevations as noted above. Subsurface utilities will be located based on visual surface observations (e.g., manhole covers, caps, etc.) and available utility mapping. Underground exploration, ground penetrating radar (GPR) survey, and other utility location methods are not part of this work. A maximum of 5 survey field days is assumed in the budget.

We will generate GIS layers for incorporation into the Town's mapping in which we will indicate presumed directionality and connectivity of the pipe network based on observed pipes entering and exiting manholes and their elevations. No camera work will be performed by our staff, however, we welcome additional information provided by the Town to refine connectivity information.

Deliverables: GIS layers including surveyed locations/inverts of stormwater structures and presumed pipe connectivity.

Task 4. Hydrologic Modeling

To accurately size green infrastructure practices and drainage system improvements, a hydrologic model of the neighborhood watershed area will be developed. The neighborhood will be divided into sub-watersheds to understand how much water is being conveyed through different areas during a variety of storm events. The surface flows and mapping of the underground drainage collection systems collected in Task 3 will be used to inform the modeling. We will apply the Resilient Massachusetts Action Team (RMAT) guidelines to determine the late-century precipitation values based on future climate predictions. We anticipate the project will be a Tier 2 approach with a 50-year or longer lifespan (2070 or 2100 planning horizon). Peak runoff rates and volume of the neighborhood stormwater will be calculated and used to inform both the green infrastructure design and slope stabilization techniques. Our goal will be to match up green infrastructure capacity with stormwater volumes to provide treatment and infiltration for at least the first inch of rain within the neighborhood. A hydrologic memorandum will be prepared to summarize the methodology and findings.

Deliverables: Draft and final Hydrologic Analysis Memorandum (PDF Format).

Task 5. Neighborhood Green Infrastructure Assessment

A field assessment will be conducted over the course of 5 days to identify potential Green Infrastructure (GI) opportunities prior to the design workshop. Opportunities may include but not be limited to: infiltration practices (including bioretention, underground infiltration systems, vegetated swales, porous pavement/pavers, and tree box filters), road diets (i.e. elimination of pavement on some of the neighborhoods excessively wide streets), increased tree canopy, and opportunities to integrate green infrastructure with other community needs (future school renovation project for the elementary school located in the center of the neighborhood, traffic calming, school drop off zone, etc.).

Because most of the neighborhood is developed residential, assessments will primarily be focused within the public right-of-way and at the Sheffield Elementary School property.

An initial desktop screening-level review will be performed to understand drainage patterns and existing development patterns, road widths, etc. Particular attention will be paid to areas that drain towards known problem erosion areas.

Information to be confirmed during the field inventories includes adjacent land use and development characteristics, areas of impervious surfaces, drainage patterns and approximate drainage areas, the presence of utilities, areas of potential stormwater retrofits, and site constraints that could limit the feasibility of infiltration. Visual observations and markup of aerial imagery will be recorded digitally using a field tablet with internal GPS capability.

Field assessment and observational data will be reviewed alongside drainage mapping and hydrologic analysis (Tasks 3 and 4) and geotechnical data (Task 6) to develop a list of initial ideas and recommendations for further consideration with community input during the design workshop.

Deliverables: Digital field markup and field notes, table of potential green infrastructure recommendations

Task 6. Geotechnical Borings

Surficial geology mapping indicates that most of the Hill Neighborhood sits on deep sand dune and coarse glacial outwash deposits, with fine glacial deposits at the edges of slope, and sporadic bedrock outcroppings. Sand and outwash deposits are generally very-well drained soils, and should provide excellent infiltration capacity for green infrastructure. However, the steep slopes themselves are likely suffering erosion because of their finer grained soil composition, and infiltrating too close to these soils or steep slopes could exacerbate slope erosion and slope failures. Geotechnical borings will be conducted throughout the neighborhood to both confirm the effectiveness of soils for infiltration, and to identify any restrictive layers or other features below the surface that might cause infiltrate to be conveyed laterally, leading to breakout at some level along the slope.

We anticipate conducting up to 10 days of drilling, which we anticipate will result in up to 20 soil borings. The depth of each boring will be determined by sub-surface conditions; each boring will be drilled to the depth of the water table (which is anticipated to be approximately 50 feet below the surface) or to the surface elevation of the

Connecticut River (approximately 80-100 feet below the surface), whichever is encountered first. One boring will be conducted at each of the 4 site-specific locations that are known problem areas (see Task 8). The remaining borings will be conducted roughly in a grid to produce data coverage throughout the Hill neighborhood, covering both areas mapped as sand dune deposits and coarse glacial outwash.

A geotechnical engineer will analyze the data and develop a technical memorandum summarizing observed conditions and recommendations relative to infiltration. The report will provide soil boring logs and a description of subsurface conditions and existing structures (if observed).

Deliverables: Draft and final technical memorandum, boring logs.

Task 7. Green Infrastructure Master Plan and Conceptual Design Graphics

Based on the community-driven design process carried out during the two-day design workshop (Task2.4), we will develop a Green Infrastructure Master Plan that outlines a neighborhood-scale vision for nature-based stormwater management to prevent future erosion impacts (and lessen contributions from the Hill Neighborhood to downgradient flooding problems) by addressing dangerous stormwater runoff before it is funneled into the Town's underground drainage network and out onto the steep, sandy/silty slopes that surround the neighborhood and are increasingly subject to erosion from high volume discharges. The proactive master planning effort will develop an overall, integrated conceptual plan for green infrastructure improvements that considers: road diets (i.e. elimination of pavement on some of the neighborhoods excessively wide streets), tree canopy, a concept for integrating green infrastructure into a future school renovation project for the elementary school located in the center of the neighborhood, traffic calming, school drop off zone, and other community needs. The master plan will evaluate how stormwater will need to be managed under future climate conditions in different storm events, and be informed by field data collection to determine feasibility and infiltration potential at different locations (including geotechnical borings throughout neighborhood, mapping of existing drainage infrastructure, hydrologic modeling of sub-watersheds and associated runoff volumes and flow rates, and field assessment of available space/utility conflicts, etc.).

The plan will consist of the following elements:

- Graphic conceptual plan developed during the design workshop with community input and incorporating project partners' and community's input and feedback.
- Hand graphics: illustrative master plan (these may include illustrations, cross sections)
- A summary of the workshop process that incorporates findings from community input and outlines the proposed vision for implementation
- Narrative descriptions of proposed green infrastructure installations and locations to contextualize and explain graphic elements

These deliverables are intended to effectively convey the master plan vision to the community and also serve as concrete resources for the project partners to use in further outreach and in soliciting project implementation funding.

Deliverables:

- Hand-rendered and digitally enhanced illustrative master plan and cross sections.
- Green Infrastructure Master Plan encompassing graphics, narrative descriptions, and summary of workshop process.

Task 8. Site Specific Investigations

Simultaneously with development of the Green Infrastructure Master Plan, the project will advance solutions for areas of concern, developing conceptual design solutions for known slope failure/erosion areas through targeted studies at four (4) locations identified by DPW as the highest priority. These investigations will include geotechnical borings, wetland resource delineations to inform future permitting, field measurements and hand sketches to augment LiDAR (we are not recommending detailed topographic survey at this stage because the sites are changing so rapidly), and development of conceptual plans and profiles of recommended solutions that emphasize nature-based approaches for slope stabilization.

Geotechnical Information

Geotechnical boring information collected as part of Task 6 will be integrated into the conceptual design and memo for each site.

Wetland Delineation

Wetland resources will be delineated within the project area by a wetland scientist in accordance with the Massachusetts Wetlands Protection Act. Federal jurisdictional waters, including wetlands, will be delineated in accordance with the prescribed methodology of the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region. On-site investigation will include assessment of the extent of resource areas within the project area, soil profile descriptions and classifications, vegetation identification, and formal delineation of the resource area boundaries. Locations of wetland flags will be collected using a submeter GPS unit.

Soil characteristics, including subsurface soil types, depth to groundwater, and depth to ledge (if applicable) will be recorded.

Field Measurements

Field measurements will be collected to assess the extent, characteristics, and stability of an eroded slope through comprehensive field measurements to inform conceptual remediation design and ensure long-term slope stability. Document the current condition of the slope, including the approximate extent of erosion, and any contributing factors (e.g., runoff, vegetation loss, or human activity). This task will include field measurements including:

- Erosion Features:
 - Observe and record water flow patterns, drainage features, and signs of surface runoff.
 - Identify and document erosion features such as gullies, rills, and exposed roots.
 - Measure the depth, width, and length of significant features.
- Vegetation Survey:

- Map vegetation cover, type, and density.
- Identify areas with a lack of vegetation contributing to instability.

Concept Plan and Profile

One Concept plan and profile will be developed to restore and stabilize existing eroded slopes for each of the four focus areas to mitigate environmental impact, improve soil stability, and prevent further degradation. The focus will be on assessing current conditions, proposing restoration solutions, and ensuring sustainable outcomes using nature-based solutions with these objectives:

- Develop practical and sustainable restoration strategies.
- Create concept plans and profiles that depict the proposed restoration and stabilization.
- Create detailed restoration cross-sectional profiles of affected slopes.
- Provide design materials, and techniques to be used in the restoration process.
- Incorporate nature-based drainage systems and restoration planting plans.

Technical Memorandum

A technical memorandum will be developed that summarizes methods and findings at each of the four locations, including geotechnical borings/soils data, a sketch map of delineated wetland resources and discussion of likely permitting requirements, summary of field measurements and observations, and description of the recommended conceptual solution for each site.

Deliverables:

- Draft and final technical memorandum
- GPS data for wetland flag locations
- Concept plan and profile for each site

Schedule

We are prepared to begin work on this project within 2 weeks of written authorization to proceed. Understanding that all work is to be completed by June 30, 2026, we have developed a target schedule for completion of the project tasks as outlined below. This schedule assumes receipt of written authorization to proceed by October 1, 2025.

Task	Target Completion Date
Task 1. Project Kickoff, Management and Reporting	October 6, 2026
Task 2. Community Engagement	April 2026
Task 3. Drainage System Mapping	December 2025
Task 4. Hydrologic Modeling	March 2026
Task 5. Neighborhood Green Infrastructure Assessment	December 2025
Task 6. Geotechnical Borings	March 2026
Task 7. Green Infrastructure Master Plan and Conceptual Design Graphics	Late April/Early May 2026
Task 8. Site Specific Investigations	May 2026

Mr. Chris Nolan-Zeller
September 25, 2025
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It is important to note that the following may extend the estimated durations listed above.

- Inclement weather (may delay proposed field work)
- Not receiving information from others (e.g., review feedback, etc.) in a timely manner

Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis, as indicated in the following table. Our policy is to invoice monthly based on percentage of the project completed.

Task	Fee
Task 1. Project Kickoff, Management and Reporting	\$5,000.00
Task 2. Community Engagement	\$66,500.00
Task 3. Drainage System Mapping	\$48,000.00
Task 4. Hydrologic Modeling	\$60,000.00
Task 5. Neighborhood Green Infrastructure Assessment	\$62,000.00
Task 6. Geotechnical Borings	\$65,000.00
Task 7. Green Infrastructure Master Plan and Conceptual Design Graphics	\$60,000.00
Task 8. Site Specific Investigations	\$80,000.00
Total	\$446,500

Hourly and additional services outside the final scope of services will be provided according to the current Rate Schedule at the time of authorization. A current copy is attached. Rates are subject to bi-annual adjustments in July and January. Additionally, rate increases may be required due to market conditions. These adjustments ensure that our pricing remains competitive and reflective of current market conditions.

Invoices will be sent monthly and payment must be made in accordance with the General Terms and Conditions.

Fees are valid for 90 days and the project duration is assumed to be as shown above. If authorization or project schedule extends beyond these durations, Fuss & O'Neill reserves the right to renegotiate the fee.

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal, or a purchase order referencing this proposal, will serve to authorize the work outlined in the Scope of Services.

Mr. Chris Nolan-Zeller
September 25, 2025
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Should you have any questions about the materials provided herein or anything else, please reach out to me at (413) 687-1454.

Sincerely,

Andrew Bohne
Associate | Director Landscape Architecture

Daniel F. Delany, PE
Vice President | Office Manager

Attachment: Authorization to Proceed
 General Terms and Conditions
 Rate Schedule

Authorization to Proceed

Andrew Bohne
Fuss & O'Neill, Inc.
1550 Main Street, Suite 400
Springfield, MA 01103

RE: Proposal for Professional Engineering Services
FY26 MVP Action Grant – Town of Montague Hill Neighborhood Green Infrastructure Master Planning
Fuss & O'Neill Reference No. 20241314.A10

Fee: \$446,500.00

Dear Mr. Bohne:

I hereby authorize Fuss & O'Neill, Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated September 25, 2025. Fuss & O'Neill, Inc. will not work in advance of the executed authorization to proceed.

_____ Printed Name	_____ Date
_____ Signature	_____ Title

Town of Montague – *please complete information below.*

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact:	Name:		
	Address:		
	Phone/Email:		
Accounts Payable Contact:	Name:		
	Address:		
	Phone/Email:		
Purchase Order Number:			

** Indicate address, email address and website link if different than already provided.*

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Town of Montague (Client) and Fuss & O'Neill, Inc. (Consultant) dated September 25, 2025 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules, or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal, or governmental information concerning environmental, atmospheric, and geotechnical conditions and developments. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including

but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify, and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse, modification, or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet, or transfer any rights (including, but without limitation, moneys that may become due or moneys that are due) under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation or litigation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete, or supersede

any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies, or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe, or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made, and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency, pandemics, or epidemics. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box 24567, New York, NY 10087-4567 or by EFT/ACH transfer to JPMorgan Chase Bank NA, Account #581937086, ABA #102001017. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses, and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. In no event shall Consultant be liable to Client, or any other person or entity, for any delays and/or costs associated with any hidden, unforeseen, or differing site or subsurface conditions. Any liability for such costs or delays shall be allocated to and remain the sole responsibility of Client. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/ subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance, or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance, or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance, or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance, or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools, and methods (including software, patents, copyrights, and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

26.0 CONSTITUENTS OF CONCERN (COC)

Consultant shall consider applicable regulations and standards applying to COC at that time in the locale where the Site is located, consistent with the standard of care. It is acknowledged by both parties that the consultant's scope of services does not include any services related to unregulated COC or emerging contaminants at the present or at any time in the future. Unregulated COC and emerging contaminants will only be considered at the written request of the client, upon which fee and schedule shall be equitably adjusted. Consultant shall not be liable for any regulation changes that may impact written work product, designs, or remediation solutions, regardless of the source of or reason for such changed conditions.

STANDARD BILLING RATES

Effective January 1, 2025

Engineering & Safety Professionals		Rate	Environmental		Rate
Engineer I	\$	145	Environmental Engineer/Scientist I	\$	140
Engineer II	\$	155	Environmental Engineer/Scientist II	\$	150
Engineer III	\$	185	Environmental Engineer/Scientist III	\$	175
Sr. Engineer I	\$	200	Sr. Environmental Engineer/Scientist I	\$	185
Sr. Engineer II	\$	215	Sr. Environmental Engineer/Scientist II	\$	210
Sr. Engineer III	\$	230	Sr. Environmental Engineer/Scientist III	\$	215
Engineering Principal	\$	235	Environmental Principal	\$	225
Landscape Architecture			MEP		
Designer/Planner I	\$	130	MEP Engineer I	\$	160
Designer/Planner II	\$	140	MEP Engineer II	\$	175
Designer/Planner III	\$	165	MEP Engineer III	\$	205
Sr. Designer/Planner I	\$	180	Sr. MEP Engineer I	\$	230
Sr. Designer/Planner II	\$	190	Sr. MEP Engineer II	\$	240
Sr. Designer/Planner III	\$	205	Sr. MEP Engineer III	\$	240
LA Designer/Planner Principal	\$	215	MEP Principal	\$	245
Transportation			Water Infrastructure & Wastewater		
Transportation Engineer I	\$	155	Water Engineer I	\$	155
Transportation Engineer II	\$	170	Water Engineer II	\$	165
Transportation Engineer III	\$	205	Water Engineer III	\$	195
Sr. Transportation Engineer I	\$	230	Sr. Water Engineer I	\$	205
Sr. Transportation Engineer II	\$	240	Sr. Water Engineer II	\$	230
Sr. Transportation Engineer III	\$	245	Sr. Water Engineer III	\$	235
Transportation Principal	\$	255	Water Principal	\$	240
Technical Support Professionals			Administrative & Support Professionals		
Technician I	\$	120	Researcher, Clerical	\$	100
Technician II	\$	130	Project Accountant	\$	120
Technician III	\$	135	Subject Matter Expert	\$	125
Surveyor Crew Chief	\$	105	Vice President	\$	250
Surveyor	\$	160	Senior Vice President	\$	280
Senior Surveyor	\$	200			
Expert Witness					
Litigation Support - Research	\$	265			
Litigation Support - Expert Testimony	\$	365			

DIRECT CHARGE SCHEDULE

Subcontractors/Subconsultants	Cost plus 15%
F&O Staff Mileage	At Prevailing IRS Rate
F&O Field Vehicles	\$100/day plus \$0.35/mile
F&O Hybrid Vehicles	At Prevailing IRS Rate
Printing/Reprographics	
Black & White Copy/Print	\$0.065/page
Color Copy/Print	\$0.40/page
Electrostatic Copy/Print	\$0.25/Sq.Ft.
Inkjet Plotter Monochrome	\$0.25/Sq.Ft.
Color Plotting	\$1.00/Sq.Ft.
Inkjet Mylar	\$2.50/Sq.Ft.
Binding Materials	At Cost

2025 FIELD EQUIPMENT RATE SCHEDULE

Daily Rate

Air Sampling Pumps	\$ 15
All Terrain Vehicle	\$ 100
Bladder Pumps	\$ 25
Boat	\$ 50
Combustible Gas Indicator (CGI)	\$ 110
Concrete Coring Machine	\$ 250
Cone Penetrometer	\$ 25
Dissolved Oxygen/Temp/pH Meter (YSI-30)	\$ 15
Generators	\$ 50
Hammer Drill	\$ 50
Hand Auger	\$ 25
IAQ Meter	\$ 80
Interface Probe	\$ 25
Infiltrometer	\$ 25
Low Flow Controller	\$ 50
Metal Detector	\$ 25
Moisture Meter	\$ 80
Mold Air Pump	\$ 15
Multimeters (YSI-600)	\$ 85
Confined Space Meter (Multi-Gas Meter)	\$ 50
Particulate Monitor	\$ 155
Peristaltic Pumps	\$ 20
Petro Flag Sample	\$ 25
Photoionization Detector (OVM/PID)	\$ 75
Soil Gas Sampling Equipment	\$ 100
Soil Vapor Extraction (SVE) Pilot Test Equipment	\$ 260
Survey Levels	\$ 30
Survey GPS Submeter Receiver	\$ 50
Survey GPS VRS Subcentimeter	\$ 100
Survey Robotic Total Station	\$ 100
Total Organic Vapor Analyzer	\$ 65
Tracer Dye Flow Dilution Equipment	\$ 1,600
Transit Time Flowmeter	\$ 130
Turbidity Meters	\$ 15

Weekly Rate

Hydrogen Sulfide Sensor & Data Logger	\$ 206
Transit Time Flowmeter	\$ 520
Water Level Indicator	\$ 15

Monthly Rate

Transit Time Flowmeter	\$ 1,706
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Per Sample

Soil/Sediment VOC Supplies (Terra Core)	\$ 2
Soil/Sediment SPLP/TCLP Supplies (Encore)	\$ 10

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF MONTAGUE
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 183
PATROL**

The Town of Montague ("Town") and the New England Police Benevolent Association, Local 183 ("Union"), having engaged in negotiations for a successor collective bargaining agreement and having now reached an agreement on same, hereby agree to the terms of a new collective bargaining agreement, which is to be effective from July 1, 2025 through June 30, 2028, and which shall carry forward all of the written provisions of the parties' agreement expiring on June 30, 2025 except as modified by the following:

1. APPENDIX A (COMPENSATION)

Amend pay scales to reflect the following:

Effective July 1, 2025

Steps	1	2	3	4	5	6	7	8	9	10
Patrol				28.51	29.65	30.84	32.07	33.35	34.69	36.08
Detective				30.88	32.12	33.40	34.74	36.13	37.57	39.08

All members employed by the Town on June 30, 2025, and who are eligible for a step increase on that date, shall advance 2 steps on July 1, 2025 (i.e. a member at Step 2 on June 30, 2025 (and who is eligible for a step increase) shall advance to Step 4 on July 1, 2025).

Effective July 1, 2026 (FY27) 2.5% COLA

Effective July 1, 2027 (FY28) 3% COLA

Amend the paragraph following the wage scales to read as follows:

"Effective July 1, 2018, this scale reflects an additional hazardous duty stipend of 0.5% added to the regular base rate of pay on the schedule for all unit members. Effective July 1, 2025, the rates listed above shall reflect a 1.0% hazardous duty stipend. -This rate shall also be included in the base rate for overtime calculation purposes. The purpose of this stipend is to reimburse unit members for the evolving hazardous working conditions

inherent in their job, which may change over time, including, but not limited to, responding to medical emergencies that may require the use of CPR, defibrillation (including with AEDs) or the administration of medication or medical procedures such as the administration of NARCAN and/or EpiPens or exposure to hazardous substances.”

2. APPENDIX A (COMPENSATION)

Amend Section 4 to read as follows:

“When a patrol officer acts as ‘officer in charge’ of an entire shift by assignment, he/she shall receive overtime compensation pay of ~~One Dollar (\$1.00)~~ Three Dollars (\$3.00) per hour in addition to his/her regular pay, not an ‘Acting Sergeant’ rate. If a patrol officer is ordered or forced to work a shift in which he/she serves as the ‘officer in charge’, he/she shall receive a differential of \$4.50 per hour in additional to overtime compensation.”

3. ARTICLE 10 (SENIORITY)

Amend to read as follows:

~~“Seniority for Civil Service issues will be calculated in accord with Chapter 31 of the General Laws.~~ Seniority for the purpose of contractual benefits, for example shift bids, overtime opportunities and choice of vacation, will be calculated from the last date of hire by the Town of Montague, except as otherwise expressly stated in this Agreement.”

4. ARTICLE 11 (REDUCTION IN FORCE PROCEDURE)

Amend to read as follows:

~~“The order of~~ Layoff and recall of Employees as a result of a reduction in force shall be in accordance with ~~Civil Service Rules and Regulations unless otherwise lawfully modified by this Agreement~~ the principle of seniority, as defined by Article 10 of this Agreement.”

5. ARTICLE 16 (COMPENSATORY TIME)

Amend to read as follows:

“By mutual agreement between the Town and an Employee, an Employee who has worked overtime may be granted compensatory time off in lieu of pay for the overtime. The time granted shall be calculated at the rate of one and one-half (1½) hours for each overtime hour worked.

~~An Employee can bank no more than two hundred (200) hours of compensatory time. Effective July 1, 2025, an employee may bank no more than 160 hours of compensatory time per fiscal year (i.e. at no time may an employee have more than 160 hours of compensatory time). Effective July 1, 2026, an employee may bank no more than 130 hours of compensatory time per fiscal year. Effective July 1, 2027, an employee may bank no more than 100 hours of compensatory time per fiscal year. Upon separation from employment, regardless of the reason, all banked compensatory time will be paid off to the Employee, or the estate in case of death, at the hourly rate in effect for the Employee at the time of the separation or death.~~

The Employee may ~~use access his/her banked~~ up to eighty (80) hours of compensatory time, ~~for use under subject to~~ the same conditions as are in effect for personal leave, provided that the use does not cause overtime cost to the Town, nor create a shortage of officers that would create an emergency situation for the Town or a serious safety issue for the remaining officers. ~~Employee may buy back up to forty (40) hours of compensatory time per year. Upon separation from employment, regardless of the reason, all banked compensatory time will be paid off to the Employee, or the estate in case of death, at the hourly rate in effect for the Employee at the time of the separation or death.”~~

6. ARTICLE 17 (OUTSIDE DETAILS)

Amend to read as follows:

~~“Outside detail~~Detail assignments, including school functions and DPW jobs, shall be paid ~~pay will be at~~ the top sergeant’s overtime rate plus Two Dollars (\$2.00), rounded to the nearest dollar. Time and one-half of the outside detail rate shall be paid for time worked beyond eight (8) hours and also for weekends and holidays. ~~Time after eight (8) hours will be paid by the hour.~~ There shall be a four (4) hour minimum for all details, and an officer held over the scheduled detail hours shall be paid a minimum of four additional (4) hours. If a detail is requested by a vendor with less than four (4) hours’ notice, any work performed shall be paid at

time and one-half the regular detail rate. Details canceled within three (3) hours of the scheduled reporting time will result the assigned officer receive four (4) hours of detail pay.

~~School Functions and Town DPW Jobs: Employees will receive their overtime rate with a three (3) hour minimum for school functions and street work where DPW Employees are performing the work. Thirty Dollars (\$30.00) per hour with a three (3) hour minimum will be paid to reserve officers and officers not in this bargaining unit."~~

7. ARTICLE 19 (LONGEVITY)

Amend to read:

~~"The following amounts will be payable on the Employee's anniversary date of employment, except that an Employee appointed as a full time police officer after June 30, 1993 shall not be eligible for this benefit if he/she elects to receive incentive pay under Article 27 of the Agreement; and officers hired after July 1, 2004 shall not be eligible for this benefit:~~

(1) Two Years	\$300.00
(2) Five Years	\$400.00
(3) Ten Years	\$500.00
(4) Fifteen Years	\$600.00
(5) Twenty Years	\$700.00
(6) Twenty-five Years	\$800.00
(7) Thirty Years	\$900.00

<u>1) Five Years</u>	<u>\$300.00</u>
<u>2) Ten Years</u>	<u>\$500.00</u>
<u>3) Fifteen Years</u>	<u>\$900.00</u>
<u>4) Twenty Years</u>	<u>\$1,000.00</u>
<u>5) Twenty Five Years</u>	<u>\$1,100.00</u>
<u>6) Thirty Years</u>	<u>\$1,200.00</u>

8. ARTICLE 23 (PERSONAL LEAVE)

Amend to read:

"Each full-time Employee will be allowed up to four (4) days per year awarded on the officer's anniversary day, not to be deducted from sick leave and not to accumulate from year to year. Unused personal days are to be paid at the end of the year at Seventy-five Dollars (\$75) each. A new Employee shall accrue one (1) personal day for each four (4) months

of non-Academy service. Said personal leave is to be taken in whole or in half-day increments. ~~Personal leave may be used any time with sufficient advance notice to the Chief. The Town shall approve said requests for personal leave if the use does not create a shortage of officers/sergeants, as determined by the Chief and is subject to adequate prior request to the Chief to allow scheduling of substitute coverage and for the following reasons:~~

- ~~(1) Court appearances.~~
- ~~(2) Mortgage closings.~~
- ~~(3) Medical appointments for spouse and children.~~
- ~~(4) Children's graduations.~~
- ~~(5) Children's weddings.~~
- ~~(6) Other acceptable reason as determined by the Chief.~~

9. ARTICLE 25 (SICK LEAVE/PARENTAL LEAVE)

Amend Section 6 to read as follows:

“Upon an Employee’s retirement, the Town will buy back twenty-five percent (25%) of unused sick leave at the retiree’s straight-time day rate. The amount of the buyback shall not exceed ~~\$3,500~~\$4,500.”

10. NEW ARTICLE (MILITARY LEAVE)

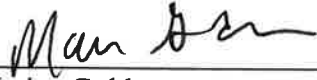
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“Officers shall be granted ten (10) days (8 hours/day) of military leave without loss of pay for the purpose of attending mandatory training exercises with the National Guard or Reserves. Officers shall be paid their regular pay, less any amounts received from the military. To be eligible for leave under this section, officers shall provide the Chief with a copy of the order requiring the officer’s attendance no less than two (2) weeks prior to the date in question.”

TOWN OF MONTAGUE
By its Selectboard



Matthew Lord, Chair



Marina Goldman



Rich Kuklewicz

Dated: 9/23/25

NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION,
LOCAL 183



Dated:

9-17-25

Town of Montague
Office of the Treasurer/Collector
Eileen M. Seymour, CMMT
1 Avenue A, Turners Falls, MA 01376



September 25, 2025

Selectboard ~ Town of Montague
1 Avenue A
Turners Falls, MA 01376

RE: Retail Stores Discount for Selling Barrel Stickers

Dear Selectboard Members,

The Treasurer's office has been giving a discount on individual trash stickers to the retail stores that sell stickers for the Town for many years. They currently make \$.10 per sticker that they sell as an incentive to do so. It is unclear as to when this practice started but it has continued throughout my tenure here. We have 5 retail establishments that sell stickers for us, as well as the stickers being sold here in our office at Town Hall.

During COVID, it was agreed upon by my office and two retail stores that they would also sell barrel stickers for us to make it more convenient for the people who wanted to buy them. That practice has remained in place since then. The two stores are Scotty's and the Montague Village Store, and we are very appreciative of them being willing to do this for us. There is a form that must be filled out by the store or the buyer so that we can keep track of the sales here in this office in case someone needs a replacement sticker. This involves more work on their part.

There has not been any discount for them to sell the barrel stickers as there is on the individual stickers, so this is a request to offer them a discount both for selling them and for the extra paperwork involved. I propose offering them a \$3.00 discount per sticker they sell, which is in line with the discount they receive on the individual stickers (approximately 3%). As you know, we are moving to an annual sticker in 2026, and we expect to start selling them in mid-November so I would propose that we begin this discount at the same time we begin selling for 2026.

Now that we have had our new trash vendor for a year, I would respectfully suggest that we may want to look at the fees that are charged for both individual stickers and barrel stickers. The fees have not changed in 18 years. We looked at them about a year and a half ago and it was decided not to do anything until after a year of the new vendor.

Thank you for your consideration.

The Town of Montague is an Equal Opportunity/Affirmative Action Employer in its Programs and Activities