

**MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, October 6, 2025 AGENDA**

**Join Zoom Meeting: <https://us02web.zoom.us/j/8352994946>**

**Meeting ID: 835 2994 9462 Password: 700570 Dial into meeting: +1 646 558 8656**

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting September 29, 2025
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Special Licenses**  
Orice Jenkins, Executive Director, Musica Franklin
  - Request for a special Entertainment License for event on 5/30/2026 at Unity Park from 12:30pm – 5:30PMJason Cohen, Montague Retreat Center
  - Request for One Day Special License for the sale of Beer and Wine at Montague Retreat, 177 Ripley Road, Montague, MA on November 1, 2025 from 7pm to 10PM
5. 6:35 **Personnel Board**  
Bellamine Dickerman, Montague Housing Authority Director
  - Appoint Debra Bourbeau to the Montague Housing Authority Board for the term of 4 years and 8 months, in accordance with MGL Chapter 121B, §5Bryan Camden, Airport Manager
  - Appoint Ray Dyer, Franklin County Technical School student, to Grounds Maintenance at Turners Falls Airport for 9 months, 40 hours/bi-weekly, at \$16.50/hour, effective 10/13/2025
6. 6:40 **Maureen Pollock, Director of Planning & Conservation**
  - Authorize a Conservation Restriction for the ± 31.39-acre property located on Sunderland Road (Assessor's Map 50, Lots 16 and 17), from Elinor S. Wright to Franklin Land Trust, Inc. in the public interest pursuant to M.G.L. Chapter 184, Sections 31, 32, and 33
7. 7:00 **Shea Community Theater Lease Agreement**
  - Authorize 10-year lease agreement extension with Shea Theater Arts Center, Inc. To commence 1/1/2026.
8. 7:05 **Fall Special Town Meeting October 22<sup>nd</sup>, 2025**
  - STM Warrant – To Approve and Execute draft October 22<sup>nd</sup>, 2025, warrant, as attached hereto
  - Vote Selectboard recommendations to Town Meeting on warrant articles

**Montague Selectboard Meeting**  
**October 6, 2025**  
**Page 2**

9. 7:25      **Assistant Town Administrator's Business**
- Discuss strategy with respect to new Environment & Climate One Stop Grant program
  - Other project updates
10. 7:30      **Town Administrator's Business**
- Status of Regional School District Agreement from Six Town Regionalization Planning Board
  - Authorize Town Administrator to enter a 36-month electricity supply contract with Constellation Energy
  - Execute Collective Bargaining Agreements with the New England Police Benevolent Association Local 183 (Patrol and Detectives) and Local 184 (Sergeants) FY26-28.
  - Virtual Pre-Town Meeting and Town Meeting Member Orientation Wed Oct 15 starting at 5:30.
  - Topics not anticipated within 48 hour posting requirements
11. 7:45      Executive Session: (M.G.L. c.30A, Sec. 21(a)2 To conduct strategy sessions in preparation for negotiations with nonunion personnel: next Police Chief

**Next Meetings:**

**Montague Selectboard**  
October 20, 2025 @ 6:00pm Via ZOOM

**Fall Special Town Meeting**  
October 22, 2025 @ 6:30PM at Turners Falls High School Theater,  
222 Turnpike Road, Montague, MA

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 Montague Community Television 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 collective bargaining agreements with the New England Police Benevolent Association Local 183 (Patrol and Detectives) and Local 184 (Sergeants) 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 enter into a Payment in Lieu of Tax Agreement pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 5, clause forty-fifth, 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:** 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 12:** To see if the Town will vote to amend its Zoning Map to add a new Village Center Mixed Use District (MU-VC) and Design Overlay District (DOD) consisting of parcels of land located at 0, 330-340 and 356 Montague City Road, identified as parcel numbers 12-0-044, 12-0-051, 12-0-044A and 12-0-050 and to amend the Zoning Bylaws by amending:

- a. Section 2, Definitions, to add new terms and definitions;
- b. Section 4, Establishment of Districts, 4.1 – Types of Districts, to add the new Village Center Mixed Use District (MU-VC) and Design Overlay District (DOD);
- c. Section 5, District Regulation, to add a new section 5.2.10 – Village Center Mixed Use District identifying permitted uses, uses allowed by special permit, special regulations and standards pertaining to the MU-VC District;
- d. Section 5, District Regulation, to amend section 5.3 – Multiple Principal Uses to exempt the MU-VC District from the provisions of said section;
- e. Section 5, District Regulation, to amend section 5.5 – Dimensional Requirements to add a row to the table for dimensional requirements applicable to the MU-VC District;

- f. Section 5, District Regulation, to amend section 5.5.3 – Dimensional Relief by amending subparagraph (c) to establish the Planning Board as the Special Permit Granting Authority in the MU-VC District;
- g. Section 7, Sign Requirements, to amend 7.2.3 – District Parking Requirements to add subparagraph (c) relative to parking requirements in the MU-VC District;
- h. Section 7, Sign Requirements, to amend 7.4.2 – Access over front lot line, to exempt the MU-VC from the separate Special Permit requirement;
- i. Section 9, Site Plan Review, section 9.1.2 – Applicability, subparagraph (e) Specific Uses identified elsewhere in this bylaw to add uses requiring Site Plan Review in the MU-VC District;
- j. Section 9, Site Plan Review, section 9.1.3 – Authority, to add text designating the Planning Board as the Site Plan review Authority for the MU-VC District; and
- k. Section 6, Overlay Districts, to add a new section 6.4 – Design Overlay District,

with the full text of the above amendments and a copy of the proposed, revised Zoning Map on file with the Office of the Town Clerk and available on the Town's website at <https://montague-ma.gov/p/1568/>, or to pass any vote or votes in relation thereto.

(Planning Board Request)

**ARTICLE 13:** 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 14:** 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 15:** To see if the town will vote to acquire and accept, by donation, from the Montague 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 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 vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 16:** To see if the town will vote to adopt the following resolution, or pass any 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)

DRAFT



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

Selectboard, Town of Montague

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Matthew Lord, Chair

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Richard Kuklewicz, Vice Chair

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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.

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Constable of Montague

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

Date of Application: 9/25/25 Date Approved: \_\_\_\_\_ Fee: \_\_\_\_\_

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 26  
during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from: <u>12:30</u>	to: <u>5:30 PM</u>
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? 5/30/2026 ☒ yes ☐ no

This is an annual renewal? ☐ yes ☒ no

1. NAME OF APPLICANT: Música Franklin TELEPHONE: 413-475-6681

2. D/B/A: \_\_\_\_\_

3. PREMISES: Unity Park, Turners Falls BUSINESS PHONE: \_\_\_\_\_

4. The specific categories of licensed entertainment sought to be approved are:

\_\_\_\_\_ Radio \_\_\_\_\_ Jukebox \_\_\_\_\_ Video Jukebox \_\_\_\_\_ Pinball Machines  
\_\_\_\_\_ Wide Screen TV \_\_\_\_\_ Television/Cable \_\_\_\_\_ Pool Tables

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

☒ Dancing by patrons size of floor Dancing will take place on the grass in front of portable stage  
☒ Instrumental Music number of instruments & amplifiers Less than 5 amplifiers & 50 acoustic string instruments  
☒ Live Vocalists number of persons/type of show Up to 50 youth chorus & various other artists w/ up to 5 vocalists  
\_\_\_\_\_ Exhibition type \_\_\_\_\_  
\_\_\_\_\_ Trade Show type \_\_\_\_\_  
\_\_\_\_\_ Athletic Event type \_\_\_\_\_  
\_\_\_\_\_ Play type \_\_\_\_\_  
\_\_\_\_\_ Readings of Poetry or other \_\_\_\_\_  
\_\_\_\_\_ New Years Eve "after midnight entertainment" \_\_\_\_\_

Indoors: Size of area to be used: \_\_\_\_\_ Allowed: \_\_\_\_\_ Number of People: \_\_\_\_\_ Allowed: \_\_\_\_\_

Outdoors: Size of area to be used: Playground & adjacent areas Available Parking: Unity Park lots

Alcohol to be served: \_\_\_\_\_

A. Kijak

Applicant Signature

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

Board of Health

Date

Fire Department, Chief

Date

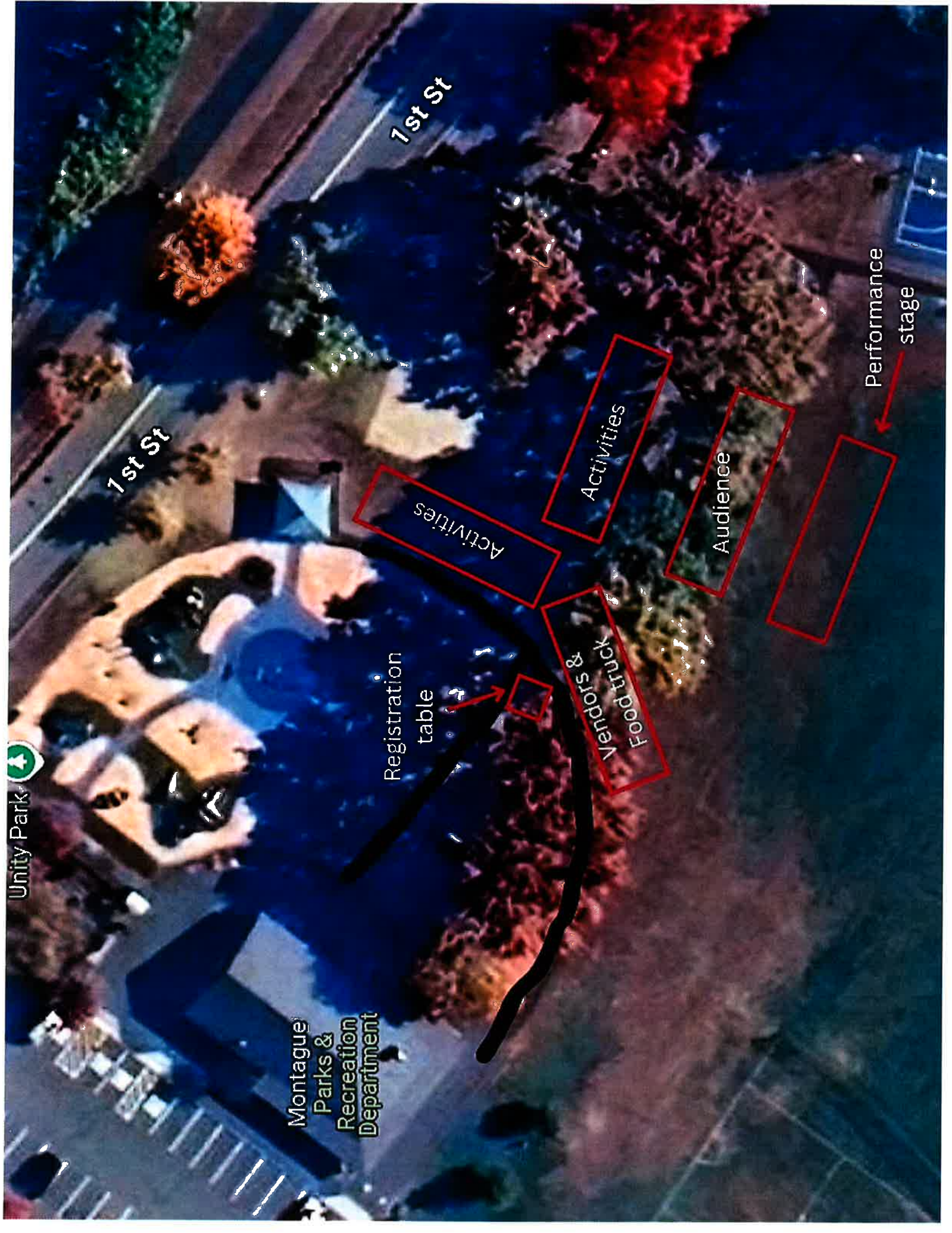
Police Department, Chief

Date

Board of Selectmen, Chairman

Date

10-6-25



Unity Park

1st St

1st St

Montague  
Parks &  
Recreation  
Department

Registration  
table

Activities

Activities

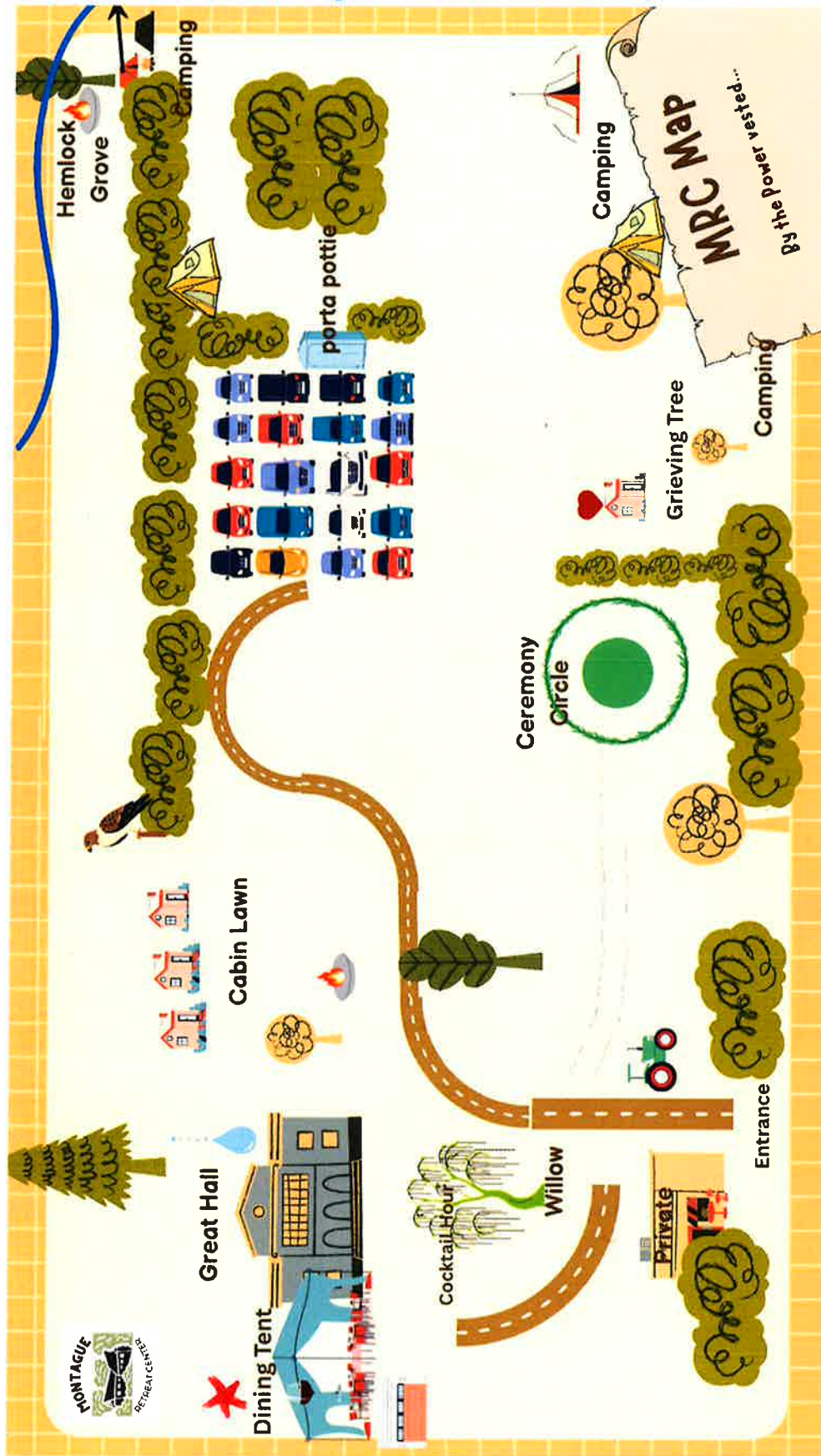
Vendors &  
Food truck

Audience

Performance  
stage







North

South

state appointment

From: DebB-Montague Town Clerk (debb@montague-ma.gov)

To: montagueha@verizon.net

Date: Wednesday, May 14, 2025 at 02:46 PM EDT

Dear Bella,

I understand that there is an opening on the Montague Housing Authority as a State Appointee. I would be honored to serve and to be considered a member of the housing authority. As you know, I served the Town of Montague for 27 years until my retirement. I care about my community and its residents, so I feel that i would be a good fit for the Montague Housing Authority.

Please let me know if you have any questions or concerns.

Thank you for your consideration,  
Deb Bourbeau  
413-834-3752

Debra A. Bourbeau, CMMC  
Montague Town Clerk  
1 Avenue A  
Turners Falls, MA 01376  
[townclerk@montague-ma.gov](mailto:townclerk@montague-ma.gov)  
413-863-3200, Ext 203  
413-863-3224 (Fax)  
Monday, Tuesday & Thursday: 8:30 AM to 5:30 PM  
Wednesday: 8:30 AM to 6:30 PM  
Friday: Town Hall is closed

## Fern Smith

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**From:** Diaz, Jesenia (EOHLC) <Jesenia.Diaz@mass.gov>  
**Sent:** Friday, September 26, 2025 8:50 AM  
**To:** Fern Smith  
**Subject:** Re: State Appointee

Good morning Fern,

I received confirmation from the Governor's office that no applications have been received for the Town of Montague. Additionally, a current application wouldn't affect the process of appointing someone to the seat considering its well over the 120 days since the seat has been vacant. As previously mentioned, the Selectboard is within their right to make an appointment.

Thank you for your patience,

Jesenia Diaz

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**From:** Diaz, Jesenia (EOHLC) <Jesenia.Diaz@mass.gov>  
**Sent:** Tuesday, September 23, 2025 3:53 PM  
**To:** Fern Smith <ferns@montague-ma.gov>  
**Subject:** Re: State Appointee

Hi Fern,

I received your message, and I'd like to provide some clarification. The person last appointed by the State for the Montague Housing Authority was James Baird. His term was from Dec. 16, 1996 to July 8, 2021.

Mr. Baird resigned in 1999, and the seat has been vacant since. There has been recent interest, but prior to that, the last interest was in 2005-2006.

To answer your question, the Town of Montague Selectboard is within its right to appoint a resident to fill the vacant State-appointee seat. As previously mentioned, I understand that an application may have been recently submitted to the Governor's Office. I will confirm whether that impacts the process, but **at this time the Selectboard retains the authority to make an appointment.**

Hope this helps!

Thank you,

**Jesenia Diaz** *(she/her/hers)*

*Program Coordinator II | Division of Public Housing*

**Executive Office of Housing and Livable Communities**

100 Cambridge Street, Ste 300

Boston, MA 02114

[jesenia.diaz@mass.gov](mailto:jesenia.diaz@mass.gov)

# **MONTAGUE HOUSING AUTHORITY**

**41 SUNRISE TERRACE  
TURNERS FALLS, MA 01376  
Ph. 413.863.8445  
Fax. 413.863.2142  
[montagueha@verizon.net](mailto:montagueha@verizon.net)**

September 16, 2025

Town of Montague  
Board of Selectmen  
Avenue A  
Turners Falls, MA 01376

RE: State Appointee

To the Honorable Members of the Town of Montague board of Selectmen,

My name is Bellamine Dickerman, and I serve as the Executive Director of Montague Housing Authority (MHA).

I am writing to inform you that the MHA has received a letter from Debra A Bourbeau expressing her interest in serving as a State Appointee to the Montague Housing Authority Board. Based on her qualifications and longstanding commitment to the Community, I would like to formally recommend her for the open State Appointee position.

As noted in her letter, Ms. Bourbeau has dedicated 27 years of service to the Town of Montague. Her experience and deep understanding of the Town's needs make her an ideal candidate for this Role. I am confident that her involvement will be a tremendous asset to the MHA in our mission to serve the public effectively and responsibly.

Thank you for your consideration of this recommendation.

Sincerely,



Bellamine Dickerman



Name: BOURBEAU, DEBRA

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Debra Bourbeau

**DATE:** 10/6/2025

**COMMITTEE:** Montague Housing Authority

**TERM:** 4 years and 8 months

**TERM EXPIRATION:** 6/6/2029

**SELECTMEN, TOWN OF MONTAGUE**

**TERM STARTS:** 10/07/25

BOURBEAU, DEBRA personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Housing Authority according to the foregoing appointment.

Received \_\_\_\_\_ and entered in the records of the Town of Montague.

\_\_\_\_\_  
**MONTAGUE TOWN CLERK**

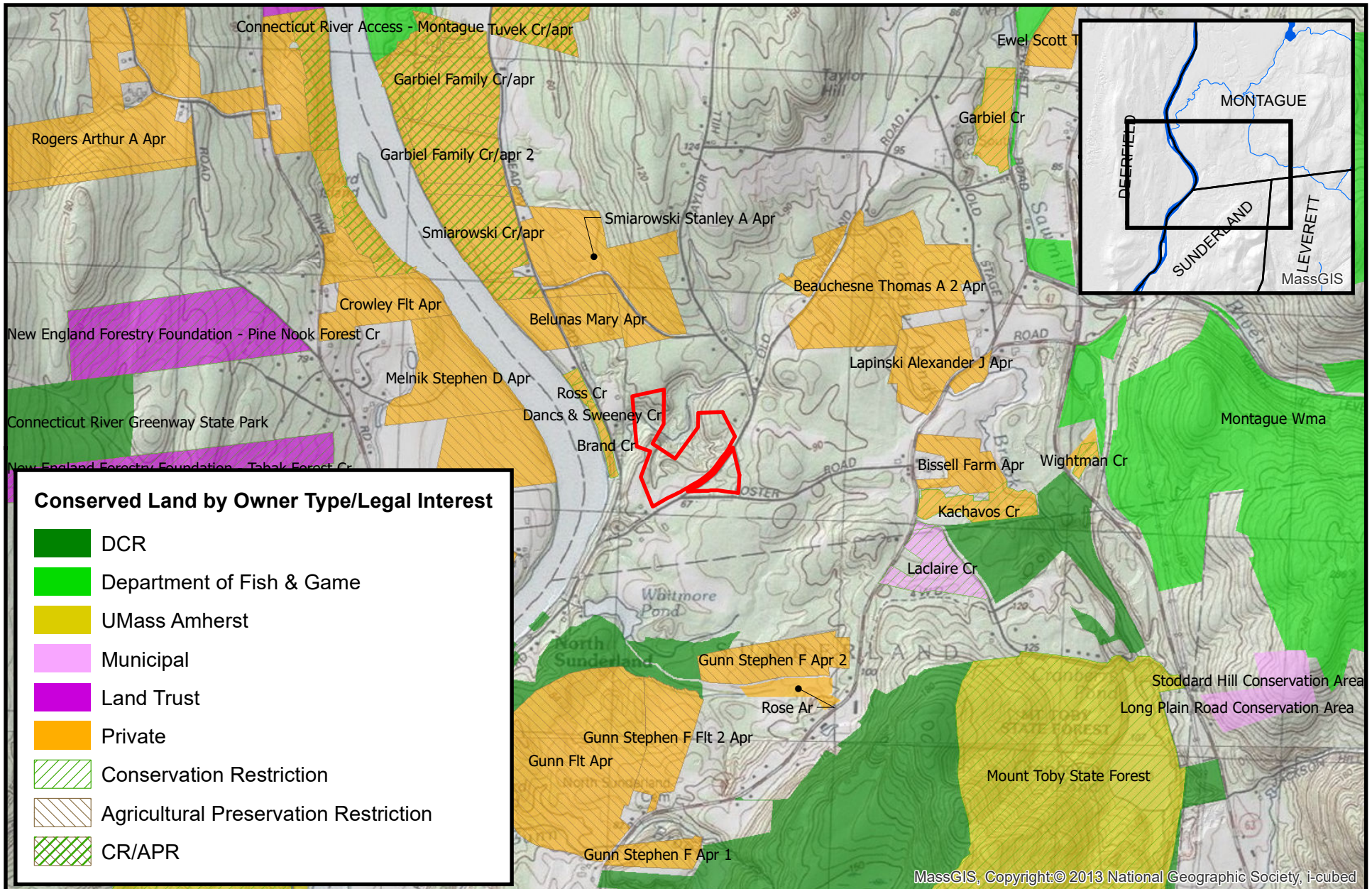
This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

\_\_\_\_\_  
**APPOINTED OFFICIAL**

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







0 750 1,500 3,000  
Feet

Map prepared by the Franklin Land Trust  
March 2024 | L. Cregan

**WRIGHT**  
**Old Sunderland Rd, Montague**  
± 31.39 SURVEYED ACRES

**Sources:** USGS, MA EOEEA MassGIS  
Depicted boundaries are approximate.



APPROVAL UNDER THE SUBDIVISION  
CONTROL LAW NOT REQUIRED

PLANNING BOARD  
MONTAGUE, MASSACHUSETTS

*Randall E. Izer*  
*Elinor S. Wright*

DATE: 2/27/24

"PLANNING BOARD ENDORSEMENT UNDER THE  
SUBDIVISION CONTROL LAW SHOULD NOT BE  
CONSTRUED AS EITHER AN ENDORSEMENT OR  
AN APPROVAL OF ZONING REQUIREMENTS"

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

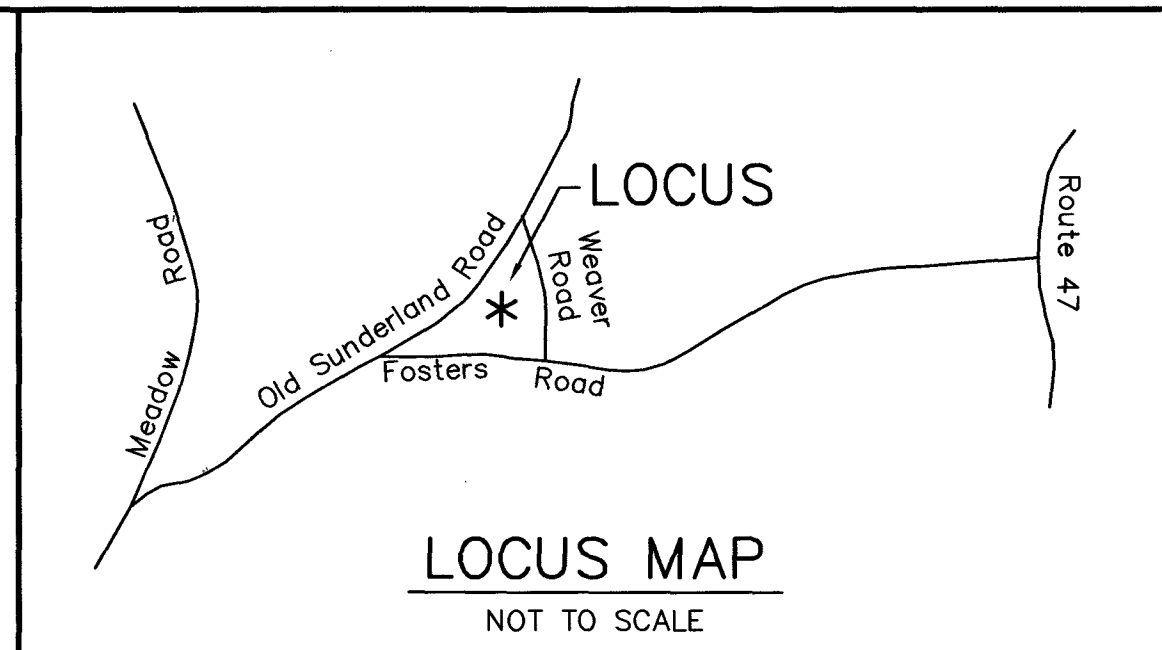
I REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY  
WITH THE 1976 RULES AND REGULATIONS OF THE REGISTERS  
OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

*Randall E. Izer*  
RANDALL E. IZER #35032

ELINOR S. WRIGHT  
BOOK 7346, PAGE 36 (PORTION)  
PLAN BOOK 149, PAGE 60  
ASSESSORS MAP 50 - PARCEL 16  
ZONING DISTRICT - AF

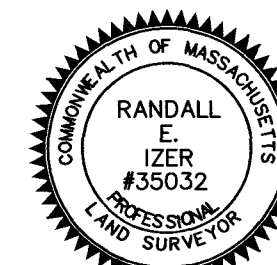
ELINOR S. WRIGHT  
BOOK 7346, PAGE 36 (PORTION)  
ASSESSORS MAP 50 - PARCEL 17  
ZONING DISTRICT - AF

LOT 1  
205,517± SQ. FT.  
4.7180± ACRES



"SUBDIVISION APPROVAL NOT REQUIRED"  
PLAN OF LAND IN  
MONTAGUE, MASSACHUSETTS  
PREPARED FOR  
ELINOR S. WRIGHT

SCALE: 1"=50' DECEMBER 1, 2023  
HAROLD L. EATON AND ASSOCIATES, INC.  
REGISTERED PROFESSIONAL LAND SURVEYORS  
235 RUSSELL STREET - HADLEY - MASSACHUSETTS  
413-584-7599 413-585-5976 (fax)  
email - hleaton@aol.com



*Randall E. Izer*

MERIDIAN OF PLAN RECORDED IN PLAN BOOK 103, PAGE 73

PLAN BOOK 143, PAGE 30 - PARCEL B  
JOHN J. LAPADE

# LEGEND

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



2024 00001836  
Bk: 153 Pg: 95 Franklin County  
Page: 1 of 1 03/07/2024 09:59 AM

SAID TO BE A 3 ROD WIDE 1798 COUNTY LAYOUT - NO MONUMENTS FOUND  
LAID OUT FROM CENTER OF TRAVELED WAY





**TOWN OF**  
**MONTAGUE**  
**MASSACHUSETTS**

TOWN HALL  
One Avenue A  
Turners Falls, MA 01376

CONSERVATION COMMISSION  
(413) 863-3200 ext. 112  
Planner@montague-ma.gov

**MEMORANDUM**

**TO:** Montague Selectboard  
Elinor Wright, property owner of Parcel #50-0-16 and Parcel #50-0-17, Old  
Sunderland Road, Montague  
Liam Cregan, Franklin Land Trust

**FROM:** Montague Conservation Commission

**RE:** Municipal Certification for Nell Wright's intended conservation restrictions  
placed on Parcel #50-0-16 and Parcel #50-0-17, Old Sunderland Road

**DATE:** May 16, 2024

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At its May 9, 2024 meeting, the Conservation Commission reviewed the requested Municipal Certification for Nell Wright's intended conservation restrictions placed on Parcel #50-0-16 and Parcel #50-0-17, Old Sunderland Road, Montague.

Liam Cregan of Franklin Land Trust is assisting the property owner with this process, provided the Commission background information and presented the municipal certification request.

After board discussion, the Montague Conservation Commission finds that the intended conservation restriction is in the public interest in that that it provides the following:

- Includes a 5-acre field that contributes to the local food system and local economy.
- Includes a portion of the Cranberry Brook and forested wetlands, which contributes to the water quality of the Connecticut River.
- Includes areas designated as "Critical Natural Landscape" by the NHESP's BioMap3 database.
- Contains 22 acres of forestland, which mitigates the effects of climate change.
- Contributes to the success of Montague's Open Space & Recreation Plan.

**MOTION:** Moved by Margaux Reckard, seconded by Sean Werle, the Montague Conservation Commission unanimously voted 5-0 to approve the Municipal Certification for Nell Wright's intended conservation restrictions placed on Parcel #50-0-16 and Parcel #50-0-17, Old Sunderland Road, Montague

Enclosed in the signed Municipal Certification.

MUNICIPAL CERTIFICATION

(We) the undersigned Conservation Commission of Montague  
(The certifier/holder) hereby certify that the proposed conservation restriction is in the public interest in that it (describe public benefit):

- Hosts a 5-acre agricultural field that contributes to the local food system/economy.
- Includes a portion of the Cranberry Brook and forested wetlands, which provide wildlife habitat and contribute to the water quality of the Connecticut River.
- Includes areas designated as the "Critical Natural Landscape" by the NHESP's BioMap3 database.
- Contains 22 acres of forest, which mitigates the effects of climate change.
- Contributes to the success of Montague's Open Space & Recreation Plan.

Date:

May 9, 2024

Signed:

Montague Conservation Commission members:

Monty Fairbrother

John E. ...

...

Margaux Reckard

Sean Werle

NOTES:

This certification by the conservation commission may be submitted separately from the application and filed with the submission of the executed conservation restriction, it being recognized that the applicant may want to submit the application with a draft copy of the conservation restriction for review prior to actual submission of the executed document.

Conservation restriction lands which overlap municipal boundaries must be approved and certified by the appropriate officials of both municipalities.

The commissioners' certification should state why the property is significant and why the conservation restriction is important.

**GRANTOR:** Elinor S. Wright  
**GRANTEE:** Franklin Land Trust, Inc.  
**ADDRESS OF PREMISES:** 0 Old Sunderland Rd,  
Montague, MA 01351, Franklin County  
**FOR GRANTOR'S TITLE SEE:** Franklin County  
Registry of Deeds at Book 7346, Page 36.

## **GRANT OF CONSERVATION RESTRICTION**

### **I. STATEMENT OF GRANT**

I, Elinor S. Wright, of 201 Old Sunderland Rd, Montague, Franklin County, Massachusetts, 01351, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to Franklin Land Trust, Inc., a non-profit corporation having power to acquire interests in land and a qualified charitable corporation per Section 32 of Chapter 184 of the Massachusetts General Laws, with a principal office at 5 Mechanic Street, P.O. Box 450, Shelburne Falls, MA 01370, its permitted successors and assigns ("Grantee"), for charitable consideration as this conveyance is to be considered and characterized as a gift in accordance with 26.U.S.C. Section 170(h), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on the entirety of two (2) parcels of land located in the Town of Montague, Franklin County, Massachusetts, containing a 26.6612-acre parcel of land and a 4.718-acre parcel of land (collectively, the "Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copies of survey plans in Exhibit B, which are incorporated herein and attached hereto.

### **II. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for agricultural use, forestry use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

This Conservation Restriction was acquired utilizing, in part, the Conservation Land Tax Credit Program (CLTC#0664) pursuant to Section 6(p) of Chapter 62 and Section 38AA of Chapter 63 of the Massachusetts General Laws.

**The Conservation Values protected by this Conservation Restriction include the following:**

- Open Space. The Premises contributes to the protection of the scenic and natural character of the Town of Montague and the protection of the Premises will enhance the open-space

value of these and nearby lands, including numerous Agricultural Preservation Restrictions in close proximity to the Premises.

- Soils and Soil Health. The Premises includes 17 acres of Farmland of Statewide Importance and 22 Acres of Prime Forest Land as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Biodiversity. The Premises includes areas designated as Critical Natural Landscape and Local Aquatic Habitat as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap, updated in 2022, was designed as a tool to guide strategic protection and stewardship of lands and waters that are most important for conserving biological diversity in Massachusetts.
- Habitat Connectivity and Ecosystem Integrity. The Premises includes areas identified by the UMass Conservation Assessment and Prioritization System (CAPS) as a forest ecosystem with above average Ecological Integrity. CAPS measures the ecosystem integrity of land and can be used to demonstrate the value of land as having outstanding unfragmented habitat value.
- Working Farmland and/or Forest Land. The protection of the Premises will ensure that the open fields and forests contained on the Premises will be permanently available for agriculture and forestry that is consistent with the Purposes.
- Climate Change Resiliency. The Premises is identified as an area of above average Terrestrial Resilience according to The Nature Conservancy's (TNC) Resilient Land Mapping Tool. TNC's Resilient Land Mapping Tool was developed in order to map 'climate-resilient' sites that are 'more likely to sustain native plants, animals, and natural processes into the future.' The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. Protection of the Premises advances a governmental policy regarding conservation of natural resources as referenced in the Town of Montague's Open Space Plan, dated 2017, which articulates the importance of protecting farmland and water resources (including the Cranberry Pond Brook, which passes through the Premises) in sections C-2.4 and D-3, respectively.



### III. PROHIBITED and PERMITTED ACTS AND USES

#### A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;

9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

**B. Permitted Acts and Uses**

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided such activities will not impair the Purposes or Conservation Values (including scenic values) of the Premises. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Indigenous Cultural Practices. With prior approval of the Grantee, allowing indigenous peoples to:
  - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual

- ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
- b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
  7. Trails and Woods Roads. Maintaining and constructing trails and woods roads as follows:
    - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to six (6) feet in width overall.
    - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
    - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, footbridges, railings, steps, culverts, benching, or other such features.
    - d. Woods Roads. Conducting routine maintenance of existing woods roads (as shown in the Baseline Report);
  8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
  9. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments and by Grantor on a limited basis as necessary to conduct the Permitted Acts and Uses referenced herein, excepting the use of motorized vehicles for Outdoor Passive Recreational and Educational Activities described in Paragraph III.B.10, which shall be prohibited, and limiting the use of motorized vehicles for "Agri-tourism" activities described in Paragraph III.B.12.e., which shall be allowed only in support and/or as an incidental use associated with the permitted "Agri-tourism" activities;
  10. Outdoor Passive Recreational and Educational Activities. Non-motorized outdoor recreational activities including but not limited to hiking, hunting, fishing, horseback riding, cross-country skiing, snowshoeing, nature and educational walks and outings,

outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

11. Forest Management.

- a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Management or Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester;
- b. Requirement of a Forest Management or Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Management or Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation ("DCR") or appropriate successor agency, and to any other required state agencies for their approval. The Forest Management or Stewardship Plan shall:
  - i. be prepared by a forester licensed through DCR and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Management or Stewardship Plan; and
  - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry ("Forestry BMPs"); and
  - iii. address how the Forest Management or Stewardship Plan complies with this Paragraph III.B.11; and
  - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.
- c. Harvesting For Personal Use. The sustainable cutting of trees only for the Grantor's personal use, not for any commercial sale or production, shall not require a Forestry Plan provided that any such cutting complies with the Forestry BMPs as defined in Paragraph III.B.11.b.

12. Agricultural Activities.

- a. Permitted Activities. “Agricultural Activities” are collectively defined as “Animal Husbandry” and “Horticulture,” defined below:
  - i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.
  - ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market;
- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;
- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan or comparable plan, (“Farm Conservation Plan”) prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
  - i. establish wetland buffers to prevent adverse impacts to the water quality of existing wetlands and waterways;
  - ii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices;

- d. Agricultural Structures and Improvements. Constructing and maintaining structures and improvements to conduct Agricultural Activities, provided:
- i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed a cumulative five thousand (5,000) square feet. For the purposes of this Conservation Restriction, the term "footprint" shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.
  - ii. Grantor must obtain prior written approval from the Grantee for the following improvements:
    1. Wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation;
    2. Two (2) barns or other agricultural buildings with permanent foundations.
  - iii. The following improvements are permitted:
    1. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hayracks, "run-in" shelters or other three-sided shelters, hoop houses (also known as "high tunnels"), and the like. For the purposes of this Conservation Restriction, the term "temporary" shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;
- e. Agri-tourism. The use of the Premises for up to six (6) "Agri-tourism" activities, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology; with prior approval of the Grantee, Grantor may host up to six (6) unrelated educational activities such as painting or yoga classes, and the like, and up to one (1) recreational event, wedding, or similar type or scale of event per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities;

13. Green Energy. With prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions ("Green Energy Structures") to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production

periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

**C. Site Restoration**

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

**D. Compliance with Permits, Regulations, Laws**

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

**E. Notice and Approval**

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
  - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
  - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
  - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
  - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

#### **IV. INSPECTION AND ENFORCEMENT**

##### **A. Entry onto the Premises**

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

##### **B. Legal and Injunctive Relief**

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.



### **C. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

### **D. Disclaimer of Liability**

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

### **E. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

## **V. PUBLIC ACCESS**

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

## **VI. TERMINATION/RELEASE/EXTINGUISHMENT**

### **A. Procedure**

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

### **B. Grantor's and Grantee's Right to Recover Proceeds**

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or

involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

**C. Grantee's Receipt of Property Right**

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right as of the Effective Date (See Paragraph XII.) was determined to be \_\_\_\_ %. Such proportionate value of the Grantee's property right shall remain constant.

**D. Cooperation Regarding Public Action**

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

**VII. DURATION and ASSIGNABILITY**

**A. Running of the Burden**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

**B. Execution of Instruments**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

### **C. Running of the Benefit**

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VIII. SUBSEQUENT TRANSFERS**

### **A. Procedure for Transfer**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

### **B. Grantor's Liability**

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **IX. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **X. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## **XI. AMENDMENT**

### **A. Limitations on Amendment**

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

### **B. Amendment Approvals and Recording**

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Montague and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XII. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

## **XIII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Elinor S. Wright  
201 Old Sunderland Rd  
Montague, MA, 01351

To Grantee: Franklin Land Trust Inc.  
5 Mechanic Street, P.O. Box 450  
Shelburne Falls, MA 01370

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

## **XIV. GENERAL PROVISIONS**

### **A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

### **B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

### **C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

### **D. Entire Agreement**

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

## **XV. BASELINE DOCUMENTATION REPORT**

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

## **XVI. MISCELLANEOUS**

### **A. Pre-existing Public Rights**

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

### **B. Release of Homestead**

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary

to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

**C. No Surety Interest**

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

**D. Executory Limitation**

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

**E. Prior Encumbrances**

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

**F. The following signature pages are included in this Grant:**

Grantor

Grantee Acceptance

Approval of the Town of Montague Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

**G. The following exhibits are attached and incorporated herein:**

Exhibit A: Description of Premises

Exhibit B: Reduced Copy of Recorded Plans of Premises

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,

\_\_\_\_\_, duly authorized  
Elinor S. Wright

THE COMMONWEALTH OF MASSACHUSETTS

Franklin County, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



### ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Elinor S. Wright was accepted by Franklin Land Trust, Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Mary Lynn Sabourin

Its: Executive Director, duly authorized  
See Franklin County Registry of Deeds  
Book 8119, Page 254

### THE COMMONWEALTH OF MASSACHUSETTS

FRANKLIN County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## APPROVAL OF TOWN OF MONTAGUE SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Montague, hereby certify that at a public meeting duly held on Oct. 6, 2025, the Select Board voted to approve the foregoing Conservation Restriction from Elinor S. Wright to Franklin Land Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF MONTAGUE SELECT BOARD

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

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

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

## THE COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_  
FRANKLIN County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF  
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Elinor S. Wright to Franklin Land Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Rebecca L. Tepper  
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **EXHIBIT A**

### Description of Premises

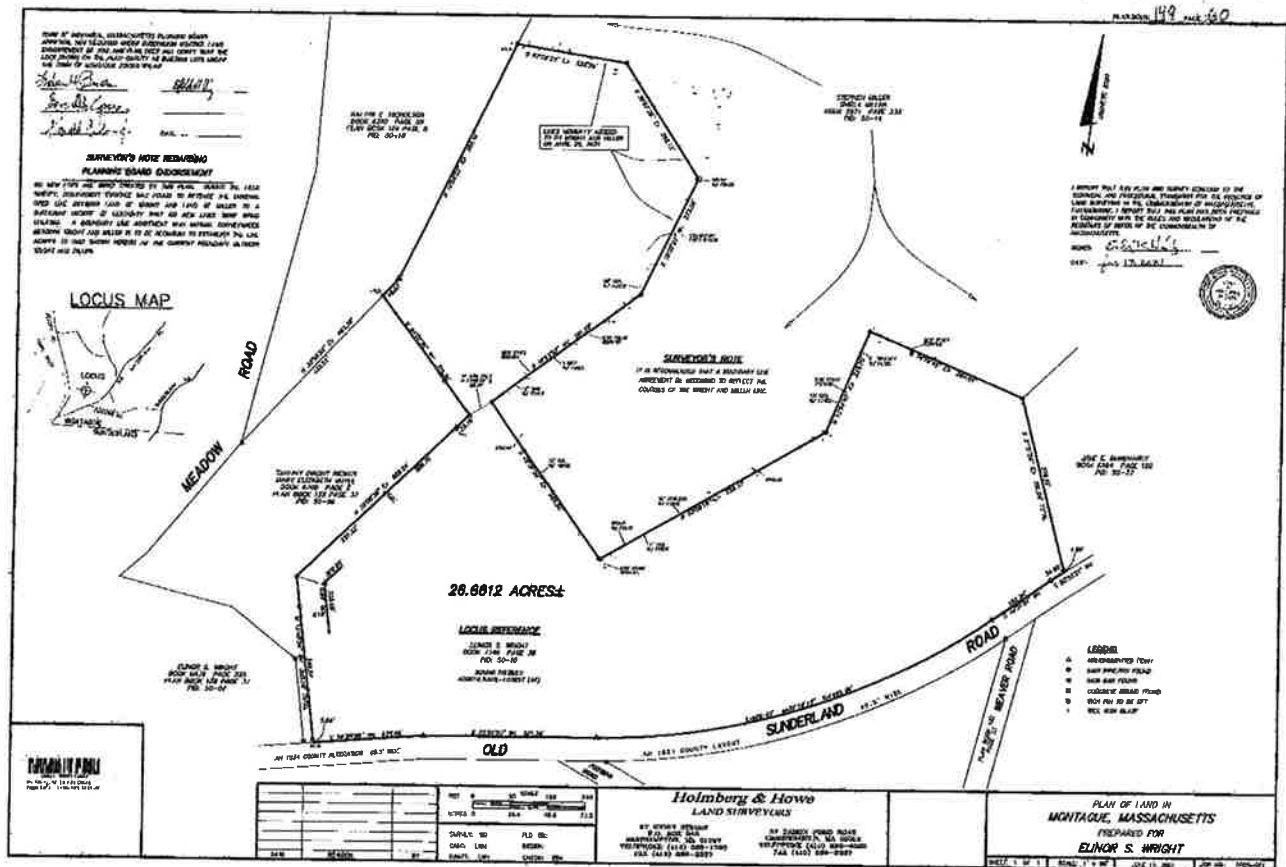
The land subject to this Conservation Restriction, herein referred to as the Premises, is the entirety of two parcels of land in Montague, Franklin County, Massachusetts. The first parcel is located on the northerly side of Old Sunderland Road, containing 26.6612 acres, more or less, and shown as "Elinor S. Wright" on a plan of land titled "Plan of Land in Montague, Massachusetts prepared for Elinor S. Wright" dated June 17, 2021, by Holmberg & Howe Land Surveyors, 87 Union Street, P.O. Box 945, Easthampton, MA and recorded on September 3, 2021 in the Franklin County Registry of Deeds at Plan Book 149, Page 60. The second parcel is located on the northerly side of Fosters Road and the southerly side of Old Sunderland Road, containing 4.718 acres, more or less, and shown as "Lot 1" on a plan of land titled "Subdivision Approval Not Required Plan of Land in Montague, Massachusetts" prepared for Elinor S. Wright dated December 1, 2023, by Harold L. Eaton and Associates, Inc. Registered Professional Land Surveyors, 235 Russell Street, Hadley, MA and recorded on March 7, 2024 in the Franklin County Registry of Deeds at Plan Book 153, Page 95. A reduced copy of both plans described herein is attached hereto as Exhibit B.

This Conservation Restriction is subject to all rights, easements and restrictions of record, so far as still in force and effect.

**EXHIBIT B**

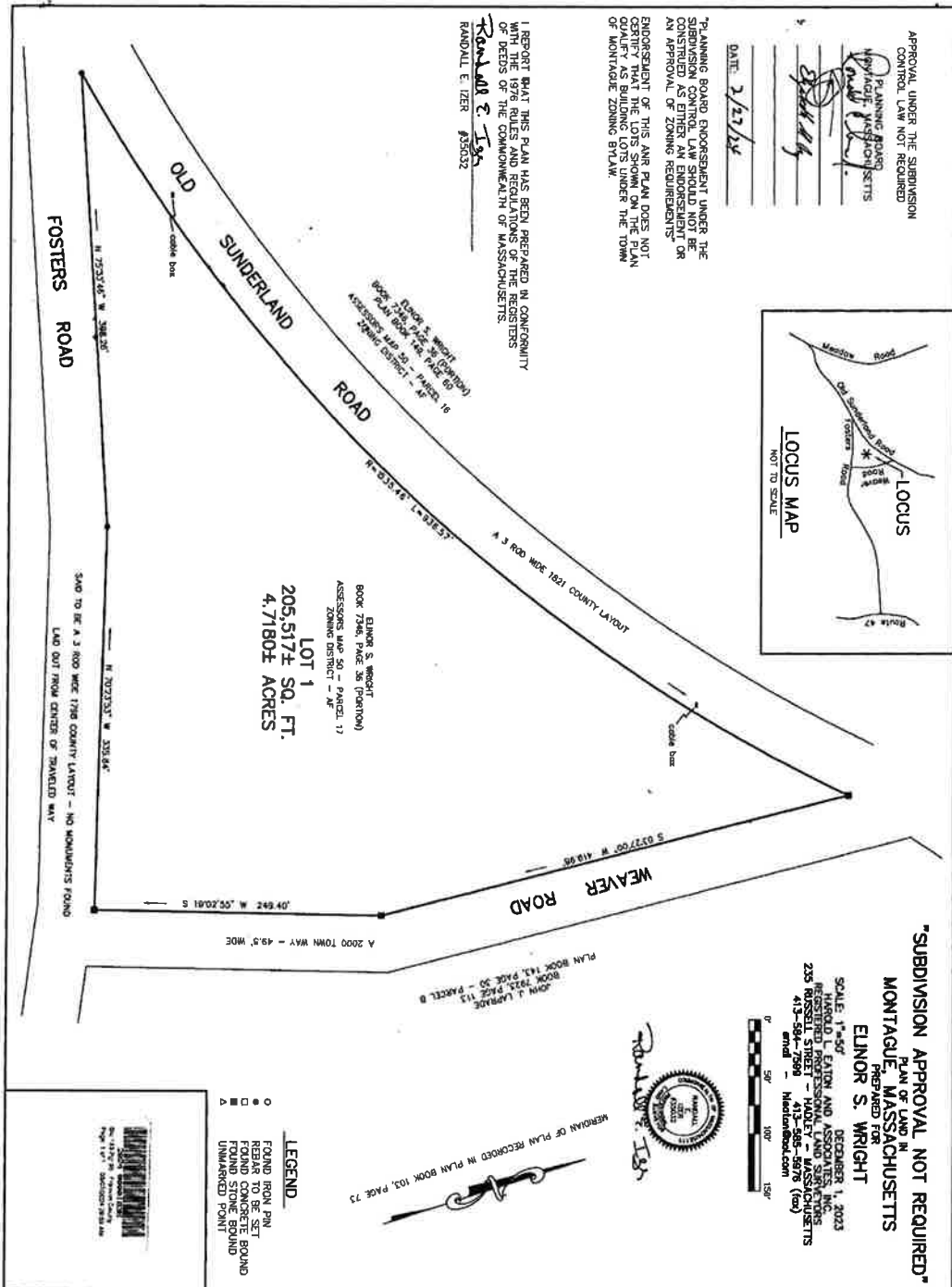
### Reduced Copy of Recorded Plans of Premises

For official full size plans see Franklin County Registry of Deeds Plan Book 149 Page 60 and  
Plan Book 153 Page 95



# EXHIBIT B

## Reduced Copy of Recorded Plans of Premises



**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF  
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Elinor S. Wright to Franklin Land Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Rebecca L. Tepper  
Secretary of Energy and Environmental Affairs

**THE COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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Notary Public  
My Commission Expires:

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### Description of Premises

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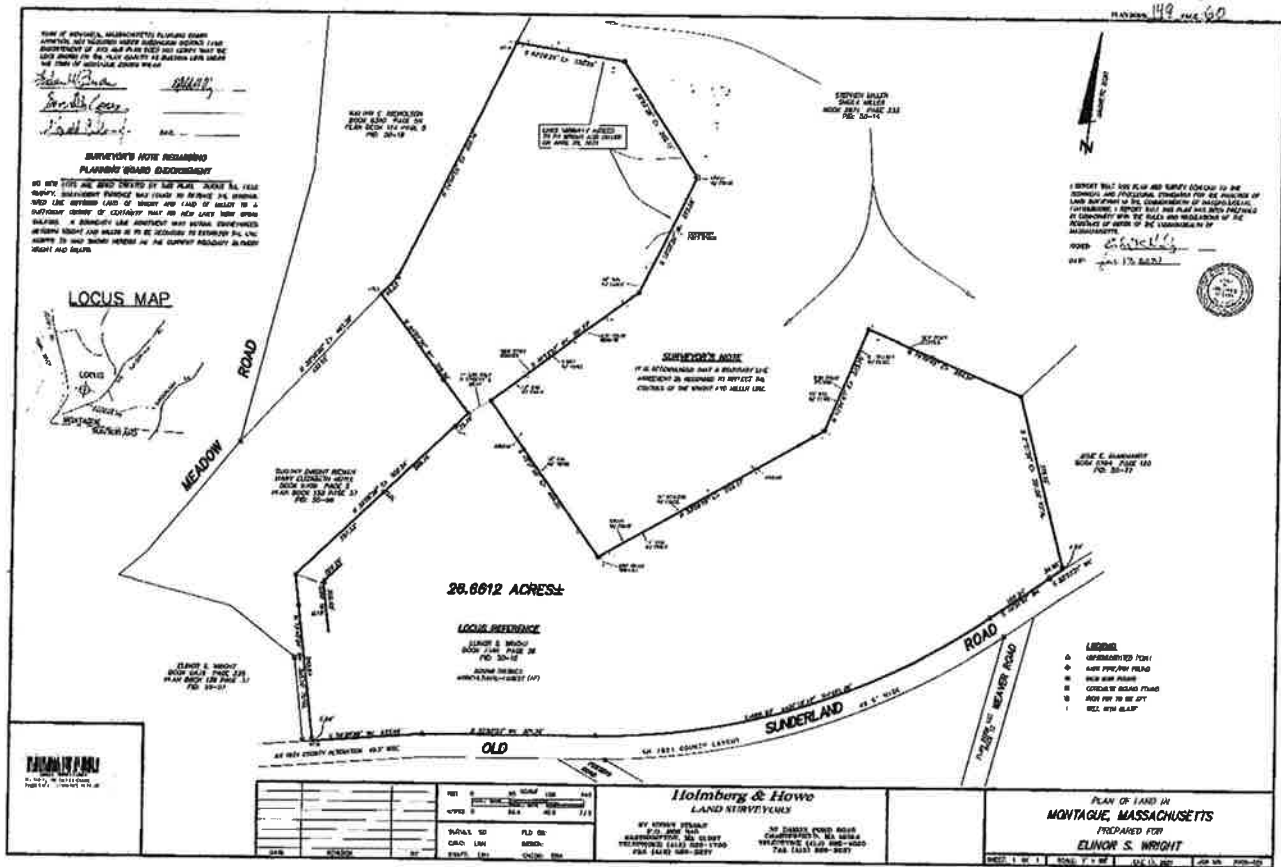
This Conservation Restriction is subject to all rights, easements and restrictions of record, so far as still in force and effect.



## EXHIBIT B

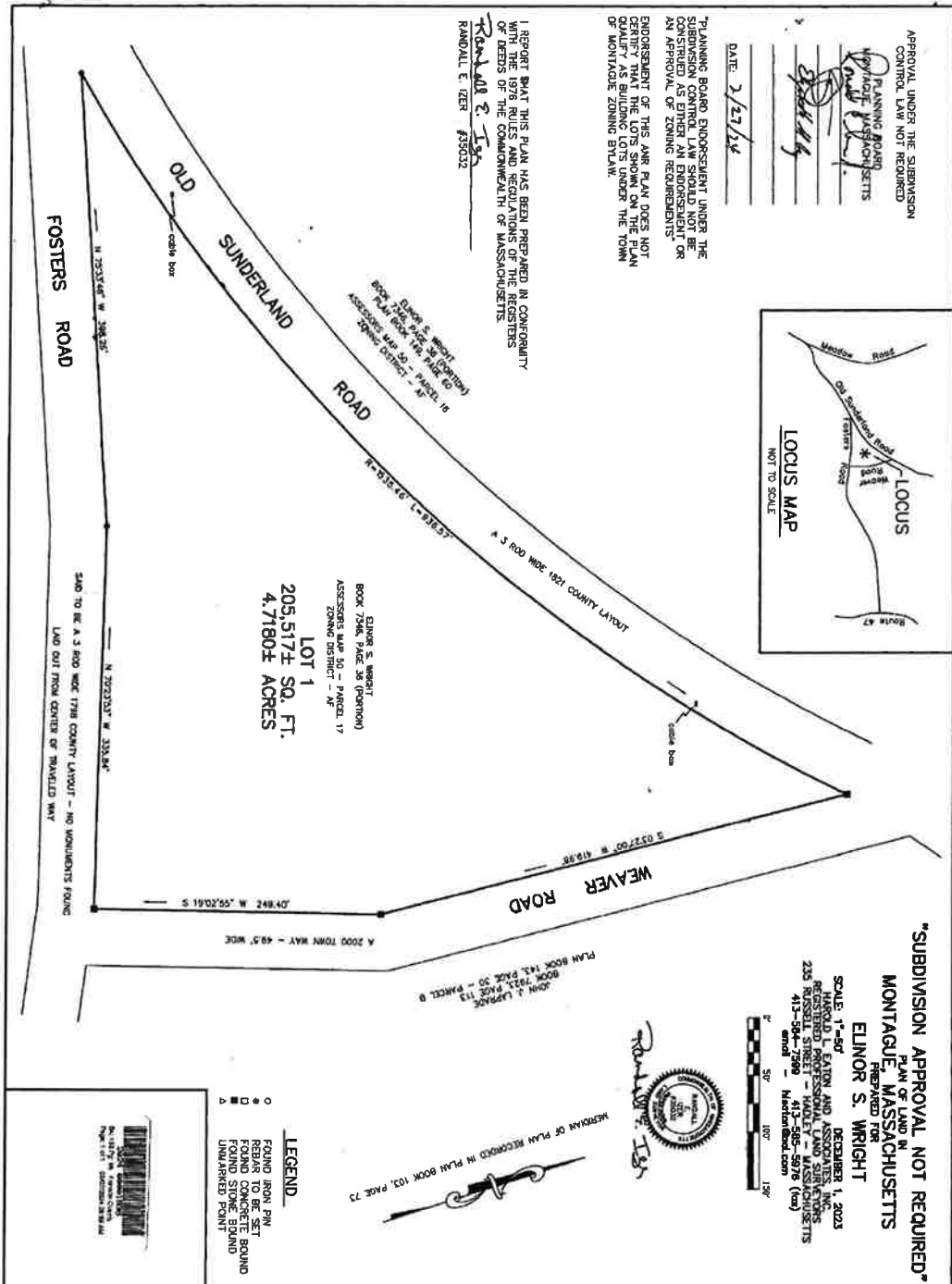
### Reduced Copy of Plan of Premises

For official full size plans see Franklin County Registry of Deeds Plan Book 149 Page 60 and  
Plan Book 153 Page 95



# EXHIBIT B

## Reduced Copy of Plan of Premises



## **SHEA COMMUNITY THEATER LEASE**

### **71 AVENUE A TURNERS FALLS MA**

I        The Town of Montague, Massachusetts, LANDLORD, does hereby lease to the SHEA THEATER ARTS CENTER, INC. a Massachusetts non profit corporation organized under the General Laws of Massachusetts, having a usual place of business at 71 Avenue A, Turners Falls, Montague, Massachusetts, TENANT, the Shea Theater, as described below, under the following conditions,

#### **II        PREMISES**

A description of the demised premises and current conditions is attached as Exhibit A and B respectively. This description shall be incorporated as part of this lease.

#### **III       OCCUPANCY**

The Tenant shall occupy and use the leased premises to the mutual satisfaction of the TENANT and the LANDLORD in accordance with the terms of this lease and Exhibit C. (Mission Statement & terms of use)

#### **IV       TERM**

The term of this lease shall be for ten (10) years commencing January 1, 2026, unless sooner terminated in accordance with Article XXIV of this lease.

#### **V        OPTION TO EXTEND**

Following a review of performance under the lease, including, but not limited to timeliness of TENANTS response to LANDLORD'S written requests, an assessment of the TENANT'S meeting of obligations to run a Community Theater as outlined in Exhibit C, etc.; the LANDLORD and TENANT may mutually agree to extend the term of the LEASE for an additional period of ten years subject to Town Meeting approval in accordance with Mass. General Laws, Chapter 40, Section 3. LANDLORD and TENANT shall mutually agree upon the terms of any extension by September 1, 2035. Any provision of this Lease may be re-negotiated upon such renewal.

#### **VI       TENANTS FAILURE TO PERFORM**

- (a)    If TENANT shall at any time fail to pay any tax or assessment as required in this Lease, or to take out, pay for, maintain, or deliver any of the insurance policies provided for in this Lease or shall fail to make any other payment or perform any other act on its part to be made or performed under this Lease, then LANDLORD, after written notice to TENANT, except when other notice is expressly provided for in this lease (or without notice in case of an emergency), and without waiving or

releasing TENANT from any obligation of TENANT contained in this Lease or of LANDLORD'S right to terminate the lease, may (but shall be under no obligation to):

- (1) Pay any tax or assessment so payable by TENANT; or
  - (2) Take out, pay for, and maintain any of the insurance policies provided for in this Lease; or
  - (3) Make any other payments or perform or cause to be performed any act on TENANT'S part to be made or performed as in this Lease provided; and may enter upon the Demised Premises for any such purpose, and take all such action thereon as may be necessary therefore.
- (b) All sums so paid by LANDLORD and all costs and expenses incurred by LANDLORD in connection with the performance of any such act, together with interest thereon at the rate of 14% per annum or such lesser rate as may at the time be the maximum rate permitted by law, from the respective days of LANDLORD's making of such payments or incurring of each such cost and expense, shall be paid by TENANT to LANDLORD on demand as if the same were additional rent hereunder (and non-payment of which shall have the same consequences as non-payment of rent).

## VII EXPIRATION OF TERM

- (a) TENANT at the expiration of the term hereof or, at any prior termination as herein provided, shall peaceably yield up the Demised Premises and all additions, improvements, and alterations made thereupon in the same condition and repair as the same were in at the commencement of the term hereof, or may have been put in thereafter, reasonable wear and use, damage by fire or other casualty, acts of God, acts of war and the enemy, and acts of paramount authority only accepted..
- (b) TENANT and those claiming by, through, or under TENANT, may at any time prior to the expiration of the term or prior termination thereof, then, or within a reasonable time thereafter, not to exceed sixty (60) days, remove personal property, trade fixtures, and any equipment installed by it from the Demised Premises, provided that if such removal cause any damage to the Demised Premises, TENANT shall promptly repair the same.
- (c) Any property, fixtures, or equipment of TENANTS remaining on the Demised Premises after said sixty (60) day period shall be deemed abandoned and may be removed and disposed of by LANDLORD as LANDLORD shall determine, and LANDLORD may charge the cost of such removal and any repairs or replacements to the Demised Premises, necessitated thereby to TENANT.

## VIII RENT

The TENANT will pay the LANDLORD rent at the rate of one dollar (\$1.00) per year plus other valuable considerations (as outlined in Exhibit C). This rental rate may be changed in subsequent leases at the option of both parties.

## IX UTILITIES

The TENANT shall pay for fuel, electricity, sewer, and water charges applicable to the leased facility. (see: VI by implication)

## X USE OF LEASED PREMISES

The TENANT shall use the leased premises only for the purpose stated in Exhibit C.

## XI CONDITION OF PREMISES

The TENANT shall provide for reasonable security of the leased premises at all times. TENANT, on behalf of itself, its sub-lessees, contractors, patrons and invitees, agrees that TENANT shall not itself or allow others to injure, deface or otherwise harm the Demised Premises or use the Demised Premises in any manner that will constitute waste. TENANT will maintain the Demised Premises and any alterations, additions and improvements constructed or existing thereon in good condition and repair. Any damage or defacement to the Demised Premises and/or other alterations, additions and improvements, shall be corrected by TENANT as quickly as possible to prevent a continuing condition of disrepair. The TENANT will not make or suffer to exist any unlawful, improper, noisy or offensive use of the Demised Premises, or engage in, permit or suffer to exist any use that has a reasonable likelihood to endanger, affect, or make voidable any insurance on the Demised Premises, or any contents thereof, or to increase the cost of any such insurance.

## XII RULES AND REGULATIONS

- (a) The TENANT acknowledges that no trade, occupation or similar activity shall be conducted on or in the Demised Premises; nor use made thereof which shall be contrary to the purposes stated in Exhibit C, or any state or federal law, or any bylaw or regulation in force in the Town of Montague.
- (b) TENANT shall at its own cost and expense subsequent to the commencement date hereof, promptly comply with all present and future laws, bylaws, rules, and regulations of any duly constituted governmental authority relating to the use or occupancy of the Demised Premises.
- (c) TENANT shall be solely responsible for obtaining any licenses or permits required for any activity conducted on the Demised Premises, including but not limited to liquor and entertainment licenses. TENANT acknowledges and agrees that nothing herein shall be deemed to waive TENANT'S obligations to apply for and comply with all such permits, approvals and conditions governing the use of the Demised Premises and the

LANDLORD does not hereby guarantee that any such permits, licenses or approvals will be granted.

- (d) TENANT shall not be required to make any alterations or additions to the structure, electrical or plumbing systems, roof, or foundation of the building on account thereof.
- (e) TENANT shall promptly pay all fines, penalties, and damages that may arise out of or be imposed because of TENANT'S failure to comply with the provisions of this section or any applicable law.

### XIII ROUTINE REPAIR & MAINTENANCE OF PREMISES

TENANT shall provide all custodial services and perform them in a timely way.

TENANT shall at its own expense be responsible for, routine maintenance, reasonable wear and use. Damage by fire or other casualty, acts of paramount authority, acts of God, acts of war and the enemy only are excepted.

LANDLORD shall at its own expense keep the sidewalks and entrances in a clean and orderly condition, free from snow, ice, rubbish, and obstructions.

The TENANT agrees to maintain the Demised Premises in the same condition as they are at the commencement of the term and as may be installed during the term of this Lease reasonable wear and tear expected, damage by fire and other casualty only excepted.

### XIV TRASH REMOVAL

The TENANT shall be responsible for the storage and confinement of trash and timely removal from the Premises.

### XV SIGNS

TENANT will be allowed to affix signs and /or other posters to the interior wall in order to operate its business in a professional manner. Outside advertising and signage shall be subject to Selectboard approval or policies and any applicable bylaws of the Town of Montague.

### XVI ALTERATIONS/ADDITIONS

The TENANT shall not make any structural alterations or additions without prior approval of the Selectboard.

### XVII ASSIGNMENT AND SUBLETTING

LANDLORD acknowledges that leasing, renting, or otherwise allowing third party use of the theater facilities, or parts thereof, is a primary mission of the TENANT. Notwithstanding, TENANT shall not transfer or attempt to transfer, assign, hypothecate, or otherwise alienate this

lease or its management responsibilities in all or any part of the Demised Premises. Any violation or other alienation of this lease shall be void and shall confer no rights to third parties.

Notwithstanding the foregoing, TENANT shall exercise direct supervision and control of all activities occurring on the Demised Premises, including activities operated by third-parties, to ensure that activities are operated in a safe and appropriate manner and the TENANT shall be solely responsible for ensuring compliance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

#### XVIII LANDLORD'S ACCESS

The LANDLORD or agents of the LANDLORD may, upon reasonable advance notice and at reasonable times enter to view the leased premises. Landlord may enter under emergency circumstances.

#### XIX TENANT'S ACCESS TO PREMISES

The TENANT shall have access to the leased premises at all times from when it first takes possession until the expiration or termination of its tenancy. TENANT shall provide to LANDLORD an access policy with due consideration of the requirements of section XI Security and provide names of officers and employees who have full or controlled access privileges.

#### XX COVENANT OF QUIET ENJOYMENT

LANDLORD agrees that upon TENANT'S paying the rent herein reserved and performing and observing all the other covenants to be performed and observed on the part of TENANT, TENANT may use and occupy the Demised Premises throughout the full term of this Lease without any disturbance by any person claiming by, through, or under LANDLORD. , Notwithstanding the foregoing, if any person not claiming by, through, or under LANDLORD shall disturb or attempt to disturb TENANT'S use, LANDLORD shall not be deemed in breach of this paragraph if LANDLORD shall immediately thereafter at its own expense cause such disturbance to cease.

The TENANT will require that all employees to use designated off-street parking areas and TENANT will include language in any agreements for third-party use of the Demised Premises requiring the use of designated off street parking facilities by their employees. TENANT shall make ever reasonable effort to encourage use of designated off street parking by Shea patrons.

#### XXI MECHANICS LIENS

Notice is hereby given that LANDLORD shall not be liable for any labor or materials furnished, or to be furnished, to the TENANT and that no mechanic's liens or other liens for any such labor



or materials shall attach to or affect the reversionary or other estate or interest of LANDLORD in and to the Demised Premises. TENANT further agrees to indemnify and hold harmless LANDLORD against any and all costs it may suffer on account of the same.

## XXII CONDITION OF PREMISES/ CAPITAL ASSETS

- (a) TENANT accepts the Demised Premises in the condition in which they are on the date of commencement of the term hereof acknowledging that they are in the order and condition as described in Section II (Exhibit B), and sufficient for the uses intended by TENANT. TENANT agrees that he has had full and adequate opportunity to inspect the Demised Premises and has done so to his satisfaction. LANDLORD has made and TENANT has relied on no representation and warranties, whether expressed or implied, as to the condition of the Demised Premises or their suitability for TENANTS use other than those which may be specifically set forth in this lease.
- (b) LANDLORD shall at its own expense during the term of this Lease make all necessary structural repairs to the exterior and interior of the Demised Premises so as to keep the Demised Premises in the same condition in which they are now or may hereafter be put; provided however, that TENANT shall be responsible for repairing any damage caused by its employees, representatives, sub-lessees or invitees. Any costs of repair for mechanical, electrical, and plumbing systems, including structural, roof, exterior, and the replacement (not repair) of glass and glazing, shall be subject to Town Meeting appropriations provided for this purpose.
- (c) The cost of any capital items specifically benefitting the operation or programs of the TENANT i.e. (such as, but not limited to, seat replacement, theater lighting, etc.) shall be charged to the Tenant.
- (d) In general assets fastened to the building or part of a mechanical system shall be the property of LANDLORD. The LANDLORD and TENANT shall determine all other asset ownership and depreciation at the time of acquisition.

## XXIII FIRE AND EXTENDED COVERAGE INSURANCE

- (a) The TENANT shall maintain A policy of general liability and property damage insurance with respect to the Demised Premises and the property of which the Premises are a part, naming the TENANT as an insured and the LANDLORD as an additional named insured, in the minimum amount of \$1,000,000 bodily injury and property damage for each occurrence, with a combined single limit of \$3,000,000 annual aggregate limit.

- (b) LANDLORD shall maintain 100% replacement value property damage insurance policy. TENANT shall maintain replacement value Fire Legal Liability Insurance, or reimburse the LANDLORD annually for the cost of adding the same to the property policy.
- (c) TENANT shall not violate or permit violation of any of the conditions and provisions contained in the insurance policy provided for hereunder. TENANT shall perform and satisfy the requirements of the insurance company writing any such policies so that at all times insurance companies of good standing shall be willing to write or to continue such insurance policies. Nothing herein shall prevent LANDLORD from carrying additional insurance.

#### XXIV DEFAULT AND TERMINATION OF LEASE

If the rent or if any of the other covenants, conditions, assessments, and obligations of TENANT under this Lease shall not be performed within thirty (30) days after notice by LANDLORD to TENANT thereof, or if by the nature of said default more than thirty (30) days shall be required to cure the same, if such curative action is not commenced within thirty (30) days and diligently pursued thereafter until completed; or in the event that TENANT shall be adjudicated in bankruptcy or shall a permanent receiver in insolvency or permanent trustee in bankruptcy of TENANT be appointed and said appointment shall not have been vacated within sixty (60) days, or should TENANT make a general assignment for the benefit of creditors, or file a voluntary petition for reorganization under the Bankruptcy Act, then and in each such case it shall and may be lawful for LANDLORD at LANDLORD'S option, but only during the continuance of such default or event of insolvency or bankruptcy, to declare the term of this Lease ended and enter into the Demised Premises or any part thereof, either with or without process of law, expel TENANT or any person or persons occupying in or upon said Demised Premises, using such force as may be necessary to do so, and so to repossess and enjoy the said premises as of LANDLORD'S former estate, without being guilty of trespass, forcible entry, detainer, or other tort.

#### XXV NOTICE

Any notice from LANDLORD to the tenant relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed, registered or certified mail, return receipt requested, postage prepaid, addressed to the Shea Theater Arts Center, Inc., 71 Avenue A, Turners Falls MA 01376 or to any other address specified by the TENANT to the LANDLORD in writing. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof shall be deemed duly served if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage paid, addressed to the Town Administrator, 1 Avenue A, Turners Falls, MA 01376.

#### XXVI SURRENDER

The TENANT shall, at the expiration or other termination of this Lease, remove all of the TENANT'S goods and effects, as defined in subsequent appendices from the leased premises (including, without hereby limiting the generality of the foregoing, all trade fixtures, inventory, and all signs and lettering affixed to or painted by the TENANT either inside or outside the leased premises). The TENANT shall deliver to the LANDLORD the leased premises and all keys and locks thereto, in the same condition as they were at the commencement of the term, or as they were put during the term hereof, damage by fire or other casualty only excepted.

#### XXVI INDEMNIFICATION

TENANT agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Town of Montague and/or its employees, volunteers, officials, boards, agents and representatives against any claims, demands, losses, costs, damages, liabilities and causes of action whatsoever by any person arising out of or related to this Lease or any activity occurring on the Demised Premises, including but not limited to any and all claims, demands, losses, costs, damages, liabilities and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by any person or patron attending an event in the Demised Premises. TENANT shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this lease.

TENANT agrees that it shall use and occupy the Demised Premises at its own risk, and the LANDLORD shall not be liable to TENANT, its employees, sub-lessees, contractors, invitees or patrons, for any injury or death to persons entering the Demised Premises, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the TENANT, or of anyone claiming by or through it, that are brought upon the Demised Premises, except if such injury, death, loss or damages is caused by negligent or wrongful act of the LANDLORD, or its employees, agents, or contractors.

#### XXVIII CIVIL RIGHTS AND AFFIRMATIVE ACTION

The TENANT agrees to abide by all civil rights and affirmative action statutes as well as all applicable federal, state and local regulations relating to handicapped accessibility.

#### XXIX INDIVIDUAL LIABILITY

No official, agent, or representative of the Town of Montague shall be individually or personally liable on any obligation of the Town under this agreement.

#### XXX CUMULATIVE RIGHTS

Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

#### XXXI SHORT FORM

The parties hereto agree that upon request by either party, the other party will execute whatever instruments may be necessary for the recording of a short form or notice of this lease.

#### XXXII ENTIRE AGREEMENT

This instrument contains the entire and exclusive agreement between the parties and supersedes and terminates all prior and contemporaneous arrangements, understandings, and agreements, whether oral or written. This Lease may not be amended or modified, except in writing executed by LANDLORD and TENANT.

#### XXXIII CONSTRUCTION

In construing this Lease, feminine or masculine pronouns shall be substituted for those of neuter form and vice versa, and the plural of the singular and the singular for the plural in anyplace where the context may require.

#### XXXIV GOVERNING LAW AND SEVERABILITY

This Lease shall be governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law such provision shall, in so far as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Lease shall be construed as if such provision had never been made part hereof.

#### XXXV HEADINGS

The headings used herein are used only for convenience of reference and are not to be considered a part of this Lease or to be used in determining the intent of the parties hereto.

#### XXXVI AUTHORITY

Authority for LANDLORD to execute this Lease is derived from Article 30 of the May 7, 2025 Town Meeting.. Authority for TENANT to execute this Lease is derived from a vote of its Board of Directors at a duly called meeting held on September 23, 2025.

#### XXXVII AMENDMENT PROCEDURES

Changes to any of the provisions specified in this Agreement can occur only when mutually agreed upon by the LANDLORD and TENANT, set forth in writing and signed by the LANDLORD and TENANT or agents thereof.

IN WITNESS WHEREOF, the LANDLORD and TENANT have hereunto set their hands and seal this 6<sup>th</sup> day of October, 2025.

LANDLORD

Town of Montague Selectboard

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Matthew Lord, Chair

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Richard Kuklewicz, Vice Chair


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Marina Goldman , Clerk

Date: October 6, 2025

TENANT

SHEA THEATER ARTS CENTER, INC



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Monte Belmonte, President

## Exhibit A

### Description of Premises

A two story 11,440 square foot brick Theater at 71 Avenue A identified as Assessors Map 4 Lot 64 on 0.101 acres of land.

## Exhibit B

### Current Conditions

**Green Room:** Condition-fair. Some HVAC issues. Missing or broken lighting fixtures. Some broken furniture. In need of repainting. Pop-up dressing rooms within green room have some mold and are poorly built.

**Backstage areas:** Condition-fair. Many have been cleared out by STAC. There are still some previously used lighting fixtures and set pieces that need to be removed. Poor lighting and missing lighting fixtures in some rooms and hallways.

**Stage:** Condition-fair. The stage itself is in desperate need of refinishing. Most of the rest of the stage issues are cosmetic in nature.

**Auditorium:** Condition-fair. It remains to be seen if the roof patches will hold or if water will continue to leak into the auditorium. Some of the risers are in poor condition and need to be rebuilt. Many of the auditorium chairs are broken but many remain in tact.

**Control Room:** Condition-fair. It also remains to be seen if leaking will continue in the control room. There is limited equipment in the control room at this time but protecting sound and light equipment from leaking is a priority.

**Bathroom:** Condition-poor. Loose sinks. Loose handicap accessible handles. Loose stall walls. Loose or missing toilet paper holders and soap dispensers. Some leaking from plumbing. Some poorly flushing toilets.

**Lobby:** Condition-fair. Currently little to no heat or cooling. Rehab work has already commenced.

**Exterior Facade:** Condition-good. STAC has already repainted the exterior facade.



## Exhibit C

### Shea Theater Arts Collective Mission Statement

*The Shea Theater Arts Center, Inc. (STAC) shall manage and sustain the Shea Theater, as a community-centered arts venue serving Turners Falls and the surrounding area. As an active partner in the Town of Montague's cultural revitalization efforts, STAC is dedicated to creating a diverse program of performances and arts education by supporting artists in the making and presentation of work.*

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 Montague Community Television 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 collective bargaining agreements with the New England Police Benevolent Association Local 183 (Patrol and Detectives) and Local 184 (Sergeants) 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 enter into a Payment in Lieu of Tax Agreement pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 5, clause forty-fifth, 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:** 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 12:** To see if the Town will vote to amend its Zoning Map to add a new Village Center Mixed Use District (MU-VC) and Design Overlay District (DOD) consisting of parcels of land located at 0, 330-340 and 356 Montague City Road, identified as parcel numbers 12-0-044, 12-0-051, 12-0-044A and 12-0-050 and to amend the Zoning Bylaws by amending:

- a. Section 2, Definitions, to add new terms and definitions;
- b. Section 4, Establishment of Districts, 4.1 – Types of Districts, to add the new Village Center Mixed Use District (MU-VC) and Design Overlay District (DOD);
- c. Section 5, District Regulation, to add a new section 5.2.10 – Village Center Mixed Use District identifying permitted uses, uses allowed by special permit, special regulations and standards pertaining to the MU-VC District;
- d. Section 5, District Regulation, to amend section 5.3 – Multiple Principal Uses to exempt the MU-VC District from the provisions of said section;
- e. Section 5, District Regulation, to amend section 5.5 – Dimensional Requirements to add a row to the table for dimensional requirements applicable to the MU-VC District;

- f. Section 5, District Regulation, to amend section 5.5.3 – Dimensional Relief by amending subparagraph (c) to establish the Planning Board as the Special Permit Granting Authority in the MU-VC District;
- g. Section 7, Sign Requirements, to amend 7.2.3 – District Parking Requirements to add subparagraph (c) relative to parking requirements in the MU-VC District;
- h. Section 7, Sign Requirements, to amend 7.4.2 – Access over front lot line, to exempt the MU-VC from the separate Special Permit requirement;
- i. Section 9, Site Plan Review, section 9.1.2 – Applicability, subparagraph (e) Specific Uses identified elsewhere in this bylaw to add uses requiring Site Plan Review in the MU-VC District;
- j. Section 9, Site Plan Review, section 9.1.3 – Authority, to add text designating the Planning Board as the Site Plan review Authority for the MU-VC District; and
- k. Section 6, Overlay Districts, to add a new section 6.4 – Design Overlay District,

with the full text of the above amendments and a copy of the proposed, revised Zoning Map on file with the Office of the Town Clerk and available on the Town's website at <https://montague-ma.gov/p/1568/>, or to pass any vote or votes in relation thereto.

(Planning Board Request)

**ARTICLE 13:** 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 14:** 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 15:** To see if the town will vote to acquire and accept, by donation, from the Montague 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 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 vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 16:** To see if the town will vote to adopt the following resolution, or pass any 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)

DRAFT



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

Selectboard, Town of Montague

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Matthew Lord, Chair

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Richard Kuklewicz, Vice Chair

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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

OFFERED BY **Executive Office of Energy and Environmental Affairs**

# Environment & Climate One Stop

The Environment & Climate One Stop (ECO One Stop) is a streamlined grant application for climate and environmental resilience projects in Massachusetts. This initiative consolidates multiple EEA grant applications into one application system.

- What is the ECO One Stop?
- What grants are included in the ECO One Stop?
- Who is eligible to apply for the ECO One Stop?
- Important Dates
- How to Get Started
- Webinar: Introducing ECO One Stop
- Questions?
- Contact

## What is the ECO One Stop?

The ECO One Stop provides eligible applicants with a simplified, single point of entry for various climate and environmental resilience grants. This integrated process includes:

- **Expression of Interest (EOI):** (</info-details/eco-expression-of-interest>) An optional, **but highly recommended**, initial step to share your project idea and receive early feedback.
- **Centralized Grant Application:** A single application to be considered for multiple funding opportunities.
- **Strategic Funding Identification:** EEA will work to match as many projects as possible with the most suitable funding source.

## What grants are included in the ECO One Stop?

The ECO One Stop application includes the following grant programs:

- **EEA Dam and Seawall Program** (</info-details/about-the-dam-and-seawall-repair-or-removal-program>)
- **EEA Municipal Vulnerability Preparedness (MVP) Action Grant** (</info-details/mvp-action-grant>)
- **Coastal Zone Management (CZM) Coastal Resilience Grant** (</info-details/coastal-resilience-grant-program>)
- **Coastal Zone Management (CZM) Coastal Habitat & Water Quality Grants** (</info-details/coastal-habitat-and-water-quality-grants>)
- **EEA Cooling Corridors Program** (</how-to/apply-to-the-cooling-corridors-grant-program>)
- **EEA Planning Assistance Grants** (</info-details/planning-assistance-grants>)
- **Division of Ecological Restoration (DER) Culvert Replacement Municipal Assistance Grant** (</river-restoration-culvert-replacements>)

## Who is eligible to apply for the ECO One Stop?

The following types of entities are eligible for one or more of the grants in ECO One Stop:

10 ▾ entries per page

Search:

	MVP Action Grant	CZM Coastal Resilience Grant	Cool Corridors Grant	Dam and Seawall Grant	Culvert Replacement Municipal Assistance & Training Grants	Planning Assistance Grants	CZM Coastal Habitat and Water Quality Grants
Municipality	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
District	Eligible				Eligible	Eligible	
Public Board or Commission	Eligible		Eligible	Eligible	Eligible		
Tribal Government	Eligible	Eligible				Eligible	Eligible
Regional Government or Planning Agency	Eligible				Eligible	Eligible	Eligible
Certified 501©3 Nonprofit		Eligible	Eligible	Eligible			Eligible
Public or Private School or University			Eligible	Eligible			

Showing 1 to 7 of 7 entries

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[ECO One Stop Eligibility by Applicant Type](https://www.mass.gov/files/csv/2025-07/ECO%20One%20Stop%20Eligibility%20Table.csv) (https://www.mass.gov/files/csv/2025-07/ECO%20One%20Stop%20Eligibility%20Table.csv)

*\*Non-municipality applicants to MVP Action, aside from Tribal Governments, must apply for projects that align with an MVP plan and include a letter of support from the municipality/ies related to the project.*

*\*\*Projects applying to CZM Coastal Resilience must be located in a [Massachusetts Coastal Zone](#) ([/info-details/massachusetts-coastal-zone-boundary](#)).*

*\*\*\*Projects applying to CZM Coastal Habitat and Water Quality must be located in a [Massachusetts Coastal Watershed](#) ([/info-details/communities-in-the-massachusetts-coastal-watershed](#)). Non-municipality applicants must be directly partnering with a municipality.*

## Important Dates

- **Optional Expression of Interest (EOI) Period:** ([/info-details/eco-expression-of-interest](#)) Now - October 28, 2025 at 11:59 p.m.
- **Formal Application Period:** Expected early 2026
- **Award Notifications:** Expected summer 2026

## How to Get Started

1. **Submit an Expression of Interest (EOI):** ([/info-details/eco-expression-of-interest](#)) This optional, yet **highly recommended**, step allows you to provide a brief summary of your project idea and receive early feedback from relevant grant program staff. This is done through a simple online form.

2. **Attend Webinars and Office Hours:** Participate in our informational sessions to gain a deeper understanding of the application process and requirements.
3. **Prepare Your Full Application:** Develop one comprehensive application to be considered for multiple grants. Applications will be submitted through the new [EEA Grants Management System \(/info-details/grants-management-system-gms\)](#).
4. **Submit Your Application:** Finalize and submit your application by the due date (expected end of February 2026).

## Webinar: Introducing ECO One Stop

Attend EEA's ECO One Stop webinar to learn more about the new ECO One Stop process. EEA is offering two webinars that will **cover the same information**. You must register for a webinar to attend.

- Thursday, September 25th at 11:00 a.m. - [Register](https://zoom.us/meeting/register/aEGoT31SQyabCyVo6E93uA#/registration) (<https://zoom.us/meeting/register/aEGoT31SQyabCyVo6E93uA#/registration>)
- Wednesday, October 1st at 11:00 a.m. - [Register](https://zoom.us/meeting/register/1tHDdfJlR-GNe30AkWDxyw#/registration) (<https://zoom.us/meeting/register/1tHDdfJlR-GNe30AkWDxyw#/registration>)

## Questions?

If you have questions or need assistance, please contact [ecoonestop@mass.gov](mailto:ecoonestop@mass.gov).

Join us in building a resilient and sustainable future for all Massachusetts communities.

## Contact

### ECO One Stop

#### Online

[ecoonestop@mass.gov](mailto:ecoonestop@mass.gov)

[Learn more about this organization \(/environment-climate-one-stop\)](#)

#### RELATED

[ECO Expression of Interest](https://www.mass.gov/info-details/eco-expression-of-interest) (<https://www.mass.gov/info-details/eco-expression-of-interest>)

[ECO One Stop Grants Catalogue](https://www.mass.gov/info-details/environment-climate-one-stop-eco-one-stop-grants-catalogue) (<https://www.mass.gov/info-details/environment-climate-one-stop-eco-one-stop-grants-catalogue>)

[ECO FAQs](https://www.mass.gov/info-details/environment-climate-one-stop-faq) (<https://www.mass.gov/info-details/environment-climate-one-stop-faq>)

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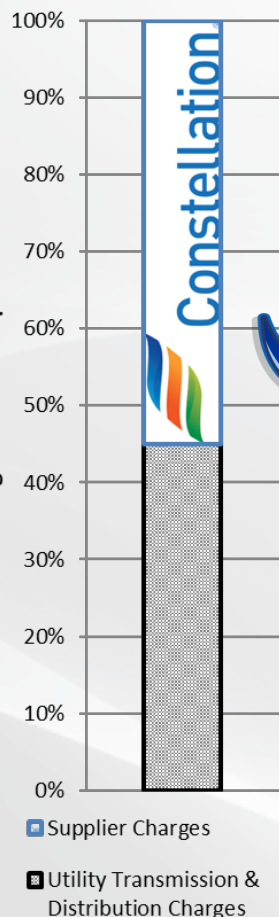


# **Town of Montague Energy Market Update**

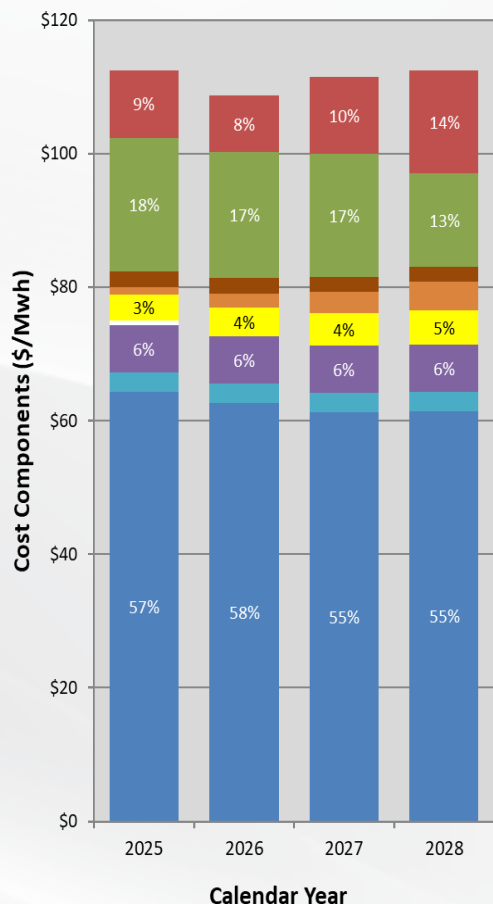
October 2, 2025

# What's In Your Electric Supplier's Price?

**Estimated Electricity Bill Components**



**Estimated Supplier Price Breakdown in MA (Current)**

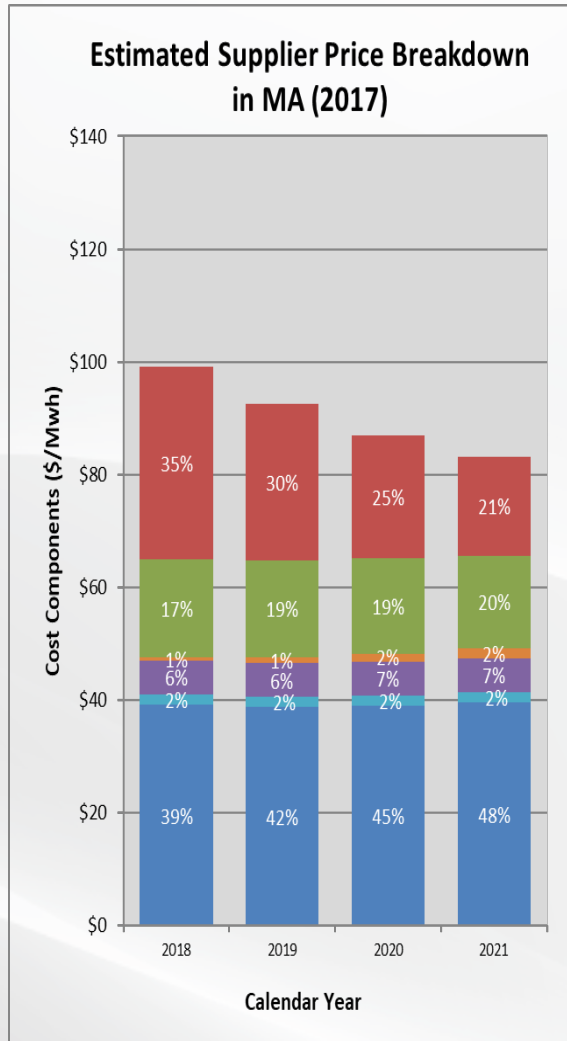


- **Capacity** – Determined by prices set from independent system operator (ISO)-run auctions and customer capacity tag (peak usage). Designed to provide grid reliability and ensure enough generation available to the region.
- **Renewable Portfolio Standards (RPS)** – Mandates set by individual states for load-serving entities (LSE's/Constellation) to purchase a certain amount of renewable energy. Determined by state regulated compliance percentages and the financial market for renewable energy certificates (RECs).
- **Clean Energy Standard (CES)** – Similar to RPS but a Massachusetts mechanism to incent new zero emission generation (ex. hydro & nuclear)
- **Clean Energy Standard – Expansion** – MA state mandate for existing zero emission generation
- **Clean Peak Standard** – Mandate set by state of MA to incentivize renewable and storage power supply during peak periods.
- **Cost of Service/Fuel Security Ch. 1**– Additional costs to LSE's to fund out-of-market compensation for particular resources to ensure grid reliability in the region.
- **Inventoried Energy Program/Fuel Security Ch. 2**– ISO New England administered program that will provide payments to resources that can store fuel for winters '23/24 & '24/25.
- **Ancillaries** – Small administrative charges billed to load-serving entities by the ISO to operate grid safely and reliably.
- **Line Losses** – Included to make up for the energy lost over transmission and distribution (T&D) lines due to heating
- **Energy** – The cost of procuring the actual electrons transmitted through the T&D lines. Largely determined by cost of natural gas for New England.

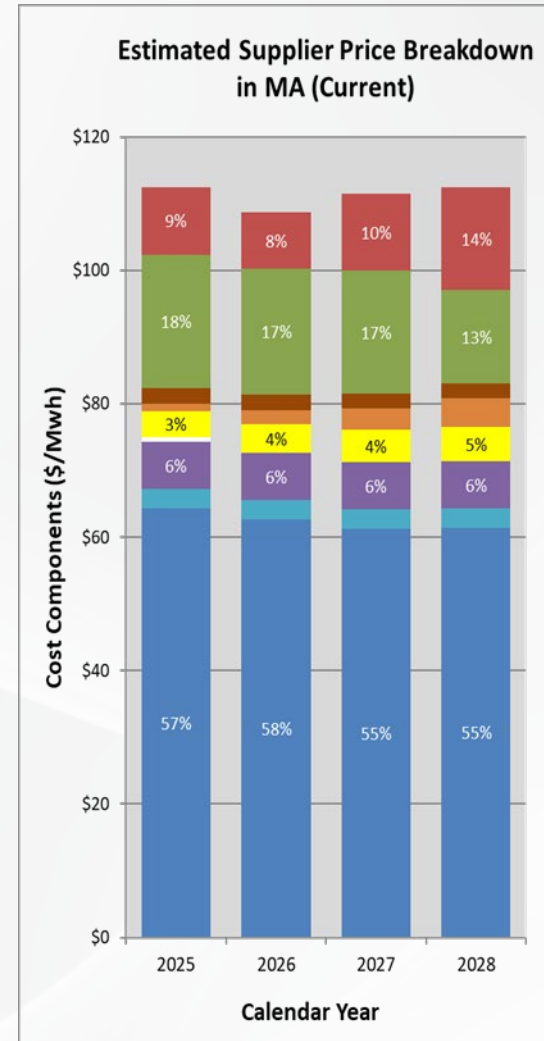
\* Source: Proprietary Data, Eversource

\*\* Disclaimer: This information is provided for illustrative purpose only and should not be construed as advice regarding the purchase or sale of exchange-traded futures, options contracts, or energy commodities. This report is based, in part, upon factual information obtained from sources believed to be reliable, but the accuracy of such information is not guaranteed. Past performance is not necessarily indicative of future results. Furthermore, the forward-looking information and analysis that may be contained in any such report may be based upon: (a) a number of viable factors and assumptions that are constantly changing and (b) our subjective judgments and opinions. Such information will be provided as of the date of any such report (with no obligation on our part to update), is subject to change, and is provided herein for informational purposes only. Reliance upon any such information and analysis in such a report for decisions is the sole risk of the purchaser.

# Supplier Stack 2017 vs. Today



Vs.

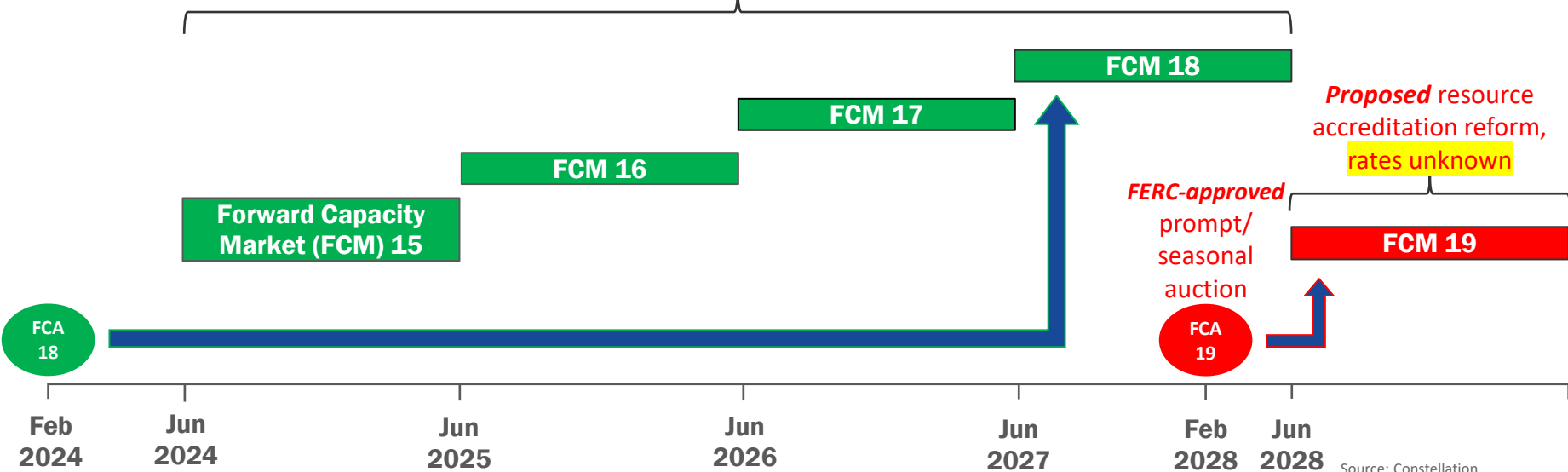


\* Source: Proprietary Data, Eversource

\*\* Disclaimer: This information is provided for illustrative purpose only and should not be construed as advice regarding the purchase or sale of exchange-traded futures, options contracts, or energy commodities. This report is based, in part, upon factual information obtained from sources believed to be reliable, but the accuracy of such information is not guaranteed. Past performance is not necessarily indicative of future results. Furthermore, the forward-looking information and analysis that may be contained in any such report may be based upon: (a) a number of viable factors and assumptions that are constantly changing and (b) our subjective judgments and opinions. Such information will be provided as of the date of any such report (with no obligation on our part to update), is subject to change, and is provided herein for informational purposes only. Reliance upon any such information and analysis in such a report for decisions is the sole risk of the purchaser.

# Revamping the New England Capacity Market

Auctions already held, capacity rates known\*



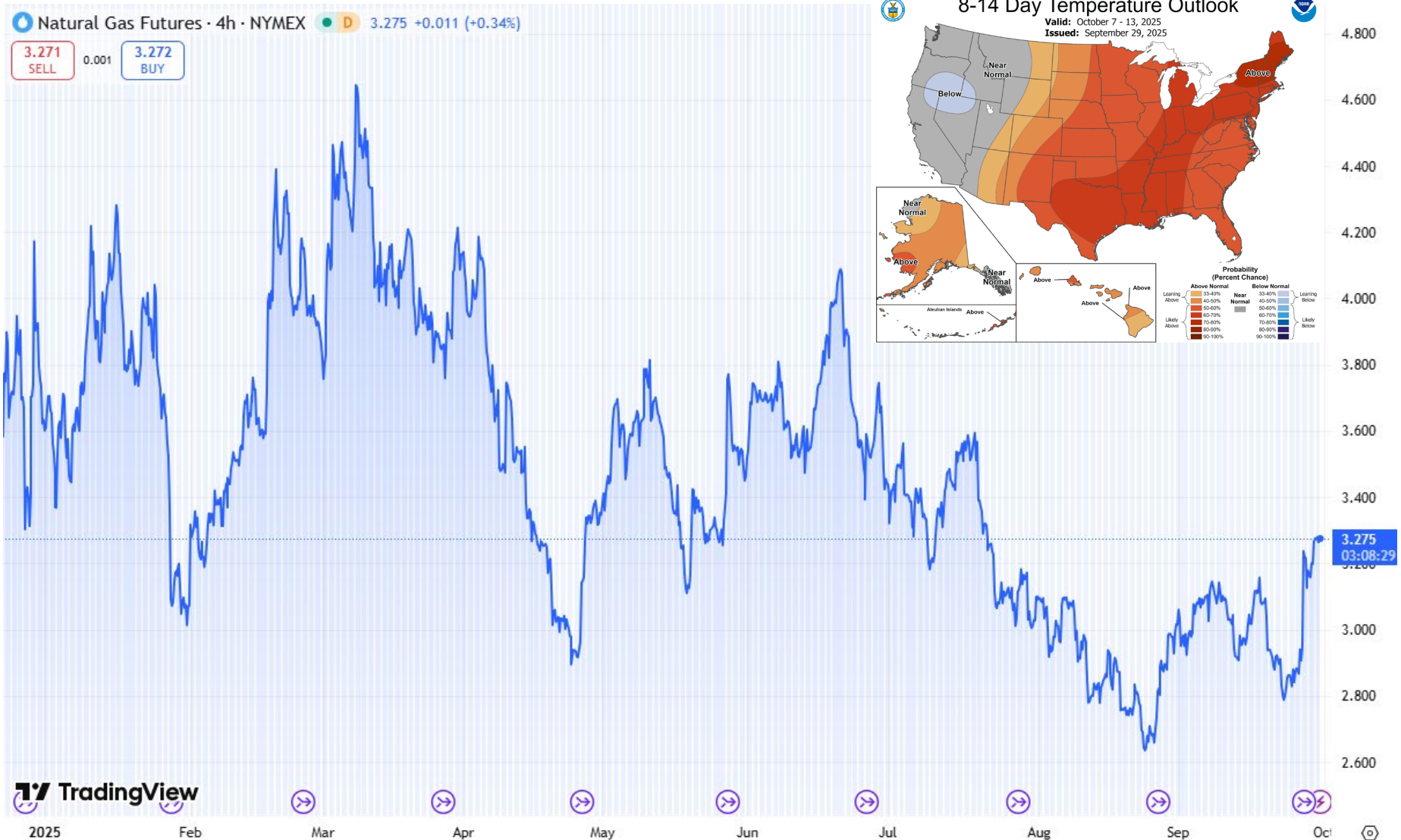
FCA = Forward Capacity Auction

\*Capacity auction cleared rates known, exact rates billed to load TBD and subject to adjustments due to reconfiguration auctions

- The ISO New England is amid a transition from the current 3-year forward capacity auction to a prompt/seasonal auction.
- A prompt auction proposed for capacity year June 2028 – May 2029 would allow ISONE to more accurately forecast the demand and, in turn, the capacity requirements, while allowing for less supply uncertainties.
- The original 3-year forward auction was a proxy lead time for a gas-fired generator – today wind resources take longer than 3 years while solar and batteries can be online in a shorter period.
- Season-specific auctions would factor in a winter coincident peak expected in ~10 years and allow gas and oil-fired generators to procure fuel closer to the commitment period.
- Estimated cost savings for a seasonal/prompt auctions are \$208 million or ~14% lower as the extra costs of a 3-year lead time of uncertainty would be eliminated.
- Additionally, the ISO is implementing a resource accreditation model to more accurately value each of the region's capacity resources based on fuel type/deliverability and generating constraints when called upon by ISO dispatch.



# Natural Gas Prices Showing Support Back Above \$3/MMBtu



Source: Trading View

# MMA MunEnergy Program Benefits

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***Price is only one criteria when reviewing and comparing quotes for energy procurement***

- The MMA contract has been **negotiated and carefully vetted by the MMA's municipal energy attorney** who specializes in municipal energy issues, and is available for questions about the benefits of their fully-vetted energy contract **at no cost**.
- Chapter 30b
- Ability to **add or delete accounts without penalty** (add 15% usage at same contract price during the term of the contract) without penalty during the term of the contract as long as one account remains active.
- Ability to **add solar, wind and other co-generation** during the contract term **without penalty**.
- **No bandwidth/penalty for variations in usage** over the contract term.
- **55-day payment terms**
- Utility billing for Fixed price contracts.
- **Dedicated Business Development Manager (BDM)** to help cities and towns manage their energy costs and develop an energy strategy to minimize risk for electricity procurement.
- Constellation and MMA review all Changes In Law in Massachusetts to mitigate the cost to municipalities under contract at the time.
- Invitations to all MMA MunEnergy sponsored **educational energy seminars and webinars** as well as having energy specialists available to speak at Energy Advisory committee meetings and other board meetings.
- Constellations' team can assist with **solar projects, EV charging stations, energy efficiency upgrades, Utility Bill Management and Carbon Accounting**. We can help with our long-standing partnerships as well as help you finance them, if needed.

Sources: Constellation

**Customer:** Town of Montague  
**Location/Utility:** Eversource  
**Accounts:** 47  
**Zone:** WCMA  
**ICAP tag (KW):** 468  
**Annual (kWh):** 1,653,468



Current Rate all-in Annual KWh Annual Budget

<b>\$0.16579</b>	1,653,468	<b>\$274,128</b>
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**Energy price Date:** **10/2/25**

**offer: OF-0000978051**

**Budget Cost Analysis - Fixed Price "All-In" Product (No change during the term)**

Start Date	Term (in months)	End Date	Constellation Price (\$/kWh)	Annual KWh Budget	Variance To current Budget	% variance to budget
December-25	12	December-26	<b>\$0.1245</b>	<b>\$205,857</b>	<b>\$ 68,271.7</b>	-24.9%
December-25	24	December-27	<b>\$0.1258</b>	<b>\$208,006</b>	<b>\$ 66,122.2</b>	-24.1%
December-25	36	December-28	<b>\$0.1256</b>	<b>\$207,676</b>	<b>\$ 66,452.9</b>	-24.2%

**AGREEMENT**

**BY AND BETWEEN**

**THE TOWN OF MONTAGUE**

**AND**

**THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC.,  
LOCAL 184**

**ON BEHALF OF**

**THE POLICE OFFICERS IN THE MONTAGUE POLICE DEPARTMENT  
Sergeants**

**JULY 1, 2025 – JUNE 30, 2028**

*Final Agreement for Signature*

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# **THE TOWN OF MONTAGUE, MASSACHUSETTS**

## **AGREEMENT**

THIS AGREEMENT, made and entered into at Montague, Massachusetts, by and between the Town of Montague, the Town or the Employer, and the New England Police Benevolent Association, Inc. Local 184, located in Chelmsford, Massachusetts, hereinafter designated and referred to as “the Union,” which is an employee organization acting as the agent of the Employees in the bargaining unit, hereinafter designated and referred to as “the Employees.”

## **WITNESSETH**

WHEREAS, in the manner and to the extent provided in this Agreement, the Town, the Union and the Employees desire to enter into an agreement relating to wages, hours and other conditions of employment.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the performance by each of the Parties of the terms and provisions of this Agreement, all as hereinafter set forth, the Town, the Union and the Employees hereby mutually and jointly agree as follows:

## **ARTICLE 1** **SCOPE OF AGREEMENT**

### **SECTION 1:**

It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, to the Employees and to the Town, pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements concluded among the Parties during said negotiations are fully stated in this Agreement.

## SECTION 2:

The Union, the Employees and the Town agree that during the term of this Agreement, all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the provisions of this Agreement. Neither the Union nor the Town shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement; provided, however, that nothing in this Article shall in any way limit or restrict the rights and duties prescribed in the Grievance Procedure.

## SECTION 3:

Except as otherwise specifically provided, the provisions of this Agreement shall apply only to the Employees who are in the current employ of the Department on and after the execution of this Agreement.

## SECTION 4:

No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Town and by the Union.

## SECTION 5:

By mutual agreement, in writing, between the Employer and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations.

## SECTION 6:

The failure by the Town, the Department or the Union in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provision.

# **ARTICLE 2** **RECOGNITION**

## SECTION 1:

Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the community and the national interest, and that the legitimate and mutual interests of the Employees and the

residents of the Town of Montague are directly related to the quality and efficiency of the facilities operated and the services provided by the Town, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the Town, the Union and the Employees; to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time; to provide for the performance of work by the Employees in a conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure the continuity of operations, facilities and services under the jurisdiction of the Town.

#### SECTION 2:

Each of the Parties to this Agreement agrees that it is the duty of the Town, the Union and the Employees to cooperate fully, faithfully, individually and collectively in the observance of the provisions of this Agreement. In recognition of the principle of a fair day's work for a fair day's pay, and for the purpose of improving efficiency in the administration of the facilities operated and the services provided by the Town, each Employee pledges that he will cooperate with the Town in conserving materials, tools, equipment and other property, aiding and encouraging reliable attendance, and in complying with the policies, procedures, regulations and standards described by the Town.

#### SECTION 3:

The Police Department and the Chief of Police of the Town of Montague will be designated and referred to as "the Department" and "the Chief" respectively. Local Union No. 184 of the New England Police Benevolent Association, Inc. will be designated and referred to as "Local 184" or "the Union."

### **ARTICLE 3** **UNION RECOGNITION**

#### SECTION 1:

Subject to the terms and provisions hereinafter provided, and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Town during the term of and to the extent provided in this Agreement, recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment in the bargaining unit consisting of Sergeants, excluding full-time police patrol officers, the Police



Chief and all commissioned officers, managerial, confidential and all other Employees of the Town of Montague.

## SECTION 2:

Recognizing that the principal duties, functions and responsibilities of the members of the Department are to provide for the safety of the residents of the Town, and that the adequate and continuous performance of these duties, functions and responsibilities is indispensable to the public safety and welfare, it is agreed that nothing in this Article 3 or in this Agreement shall, in any way, limit or restrict the right of the Ranking Officers or the Special Police, to perform the work usually performed by the Patrol Officers or Ranking Officers, or the right of the Selectboard or the Chief to order the Ranking Officers or the Special Police to perform said work unless specifically modified by another Article of this Agreement.

## ARTICLE 4 MANAGEMENT RIGHTS CLAUSE

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; lay off because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Selectboard and Police Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example, but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of Employees, the work functions and the technology of performing them;
- to determine the numbers, types and grades of positions or Employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried out;
- to manage and direct Employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign Employees;
- to transfer, temporarily reassign or detail Employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion and retention of Employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications;
- to lay off Employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of Employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate;
- to suspend, demote, discharge or take other disciplinary action against Employees;

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in the Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The Parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

## **ARTICLE 5** **DUES DEDUCTION**

The Employer agrees to deduct the monthly membership dues in such amounts as determined by the Union from wages of each Employee who is a member of the Union and who has executed and submitted to the Employer an authorization form for such deduction.

The Employer shall deduct such amounts in weekly deductions and shall remit on a monthly basis to the Comptroller-Treasurer, New England Police Benevolent Association, Inc., 7 Technology Drive, Suite 102, Chelmsford, Massachusetts 01863.

It is specifically understood and agreed that the Town of Montague, its officers and agents shall be saved harmless for such deductions under those circumstances as provided by the General Laws of the Commonwealth, Chapter 180, Section 17G.

## **ARTICLE 6** **NO STRIKE, NO LOCKOUT**

During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, withholding of services or interference or interruption with the operations of the Department by any Employees or the Union; and there shall be no lock-outs by the Employer.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes between any other persons (or other employers or unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and claim by either Party against the other for a violation of this Article shall be subject to arbitration as provided for in Article 9 of this Agreement.

## **ARTICLE 7**

### **UNION CONFERENCE LEAVE**

The Department will allow two delegates to attend the NEPBA meeting, which shall occur once every four (4) years, for a period of three (3) consecutive days. The Employee will be protected against any loss of earnings if any of the meeting days coincide with the Employee's regular work schedule.

## **ARTICLE 8**

### **BULLETIN BOARDS**

The Employer shall provide a bulletin board at a location to be designated by the Employer, on its premises, for the purpose of posting official union notices only. Said notices shall not be of a controversial or political nature, nor contravene the Grievance Procedure or other provisions of this Agreement, and shall be submitted to the Employer's designated representative before posting.

## **ARTICLE 9**

### **ADJUSTMENT OF GRIEVANCES**

#### **SECTION 1:**

The Town, the Union and the Employees agree that in the manner and to the extent provided in this Article, the exclusive method for the adjustment, processing and settlement of a grievance as defined in this Article is and shall be in accordance with the grievance and arbitration procedures prescribed in this Article. A grievance is defined as a claim or a dispute between the Town and either an Employee or the Union, pertaining to the application of or compliance with the express provisions of this Agreement. The Town, the Union and the Employees agree to observe and follow the procedure prescribed in this Article and, subject to the provisions herein, to be bound by any decision which shall be made in accordance with said procedure.

## SECTION 2:

The grievance shall be in writing and signed by the aggrieved Employee on a form furnished by the Department and delivered to the Chief. The written grievance shall state the available facts concerning the alleged dispute, the provisions of this Agreement allegedly violated and the relief desired by the aggrieved Employee.

A grievance which is not presented to the Chief as provided in this Paragraph within five (5) days, exclusive of Saturdays, Sundays and the legal holidays named in Article 22, after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.

## SECTION 3:

Except as otherwise specifically provided in this Agreement, a grievance as defined herein and otherwise subject to this Agreement, shall be processed in accordance with the following Grievance Procedure:

STEP ONE: Within five (5) days, exclusive of Saturdays, Sundays and the legal holidays named in Article 22, after the filing of the written grievance, a meeting will be held between the aggrieved Employee and the Chief, at which, at the request of the aggrieved Employee, one (1) representative of the Union may be present. In the event of the absence of or disability of the Chief, the person designated by him shall act in his behalf. Within five (5) days, exclusive of Saturdays, Sundays and the legal holidays, after the conclusion of the discussion between the Chief and the aggrieved Employee, the Chief or his designated representative, as the case may be, shall advise the aggrieved Employee, in writing, of the decision of the Chief concerning the grievance, bearing in mind that the best interests of the Department and of the public safety must be protected.

STEP TWO: If the decision of the Chief does not resolve the grievance, or if the Chief does not answer in the five (5) day period, the grievance may, within an additional five (5) day period be presented to the Selectboard by notifying the Executive Assistant in writing. Within five (5) days of receipt of such notice, the Board will meet with the Grievant and the Union representative(s) and within five (5) days of the close of the meeting, the Board shall issue its decision on the grievance, in writing.

By mutual agreement, in writing, between the Employer and the Union, two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group or class

of Employees, may be consolidated and processed as a single grievance; provided, however, that such procedure shall be subject to all the provisions of this Article. The Town or Department may institute a grievance by a notice, in writing, to the Union. Within five (5) days after mailing of said notice, the grievance shall be discussed by the Chief or his designated representative and a representative of the Union. If, within five (5) working days after said discussion, the grievance is not settled to the satisfaction of the Chief, the grievance may be submitted to arbitration by the Town or the Department in the manner provided herein.

#### SECTION 4:

A grievance, which is not settled after the completion of the Grievance Procedure prescribed herein, may be submitted to arbitration in accordance with the following procedure:

- (a) The request for arbitration may be made by the Union or by the Department, by notification in writing to the other Party, within five (5) working days after the date of final determination under the Grievance Procedure, as provided in Section 3, above.
- (b) Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, One Center Plaza, Suite 300, Boston, Massachusetts 02108, for the appointment of a panel of arbitrators and a copy of said request shall be simultaneously mailed to the other Party, unless during the said ten (10) day period, the Department and the Union mutually agree upon an arbitrator.
- (c) The request for an arbitration shall state the provision of this Agreement allegedly violated and shall state the remedy or the relief sought by the Party requesting arbitration.
- (d) Within twelve (12) working days after the mailing by the American Arbitration Association (AAA) of a panel of suggested arbitrators, the representatives of the Department and of the Union shall select an arbitrator in accordance with AAA's Labor Arbitration Rules.

- (e) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the questions which are submitted; provided, however, that the arbitrator shall not have any authority to establish salaries or wage rates or conditions of employment; or add to, subtract from, modify or otherwise change the terms or provisions of this Agreement. The arbitrator shall not be empowered and shall have not jurisdiction to infringe upon or to limit the managerial functions, rights and responsibilities of the Chief or of the Town, or to base his Award on any alleged practices or oral understandings which are not incorporated in writing in this Agreement. The arbitrator may not award back pay or any other form of compensation for any period beginning earlier than ten (10) days prior to the filing of the written grievances as provided in Step Two, herein. The arbitrator shall not be empowered and shall have not jurisdiction to substitute his judgment or discretion for the judgment or discretion of the Department or of the Chief, in any case where the judgment or discretion is retained by or given to the Town, the Department or the Chief, under a provision of the Law. Subject to the provisions of this Article, the arbitrator shall have the authority to award compensatory damages.
- (f) The arbitrator shall mail a written decision simultaneously to the Department and to the Union within fifteen (15) days after the final submission. Subject to the provisions of Section 4(e) of this Article, the decision by the Arbitrator shall be final and conclusively binding upon the Department, the Union and the aggrieved Employee or Employees.
- (g) The expense of the arbitration and the expenses directly related to the arbitration hearing shall be shared equally by the Town and by the Union except for witness and transcription costs.

#### SECTION 5:

By mutual agreement, in writing, between the Department and the Union, a grievance, otherwise subject to the Grievance Procedure and otherwise subject to this Agreement, may be directly submitted to arbitration as provided herein. The Parties need not arbitrate and will not be bound by any arbitration award involving a matter also subject to potential Civil Rights, Civil Service, Retirement Board or

Massachusetts Labor Relations Commission litigation, unless the Party is first satisfied that such other procedures and avenues of litigation have been effectively waived by the affected Employees and by the other Party on a form agreeable to the Parties.

**SECTION 6:**

Except where an extension of time has been sought and obtained, the time limits herein are considered as maximum. If either of the Parties fails to or does not comply with the time limitations provided in Section 2 of this Article, then the grievance moves to the next Step.

**SECTION 7:**

The breach of any of the provisions of this Agreement shall, at the option of the Department, terminate the obligation of the Department to process a grievance or to arbitrate a dispute underlying the breach while the breach continues; provided, however, that the fact of the occurrences of said breach shall be subject to arbitration as provided in Section 4 of this Article.

**ARTICLE 10**  
**SENIORITY**

Seniority for the purpose of contractual benefits - for example shift bids, overtime opportunities and choice of vacation - will be calculated from the date of hire as a full-time police officer in the Town of Montague, except as otherwise expressly stated in this Agreement.

The additional benefits for which comparable service as a full-time police officer in another community or state agency shall apply is expressly limited to those instances where an additional benefit is specifically identified in this Agreement. For clarity, several instances where additional benefits are not granted to lateral transfers into Montague PD are directly addressed through this Agreement. However, failure to specifically address this limitation in relation to any other contract term shall not be interpreted to mean that non-Montague service time will be included in the calculation of any other benefit or consideration.

The Town shall have sole discretion to award creditable time to lateral transfers for comparable service; and the determination whether to award such creditable time shall not be subject to the Agreement's grievance and arbitration provision. For the purpose of calculating creditable time under the provisions of



this Agreement, no partial year of service will be counted. For example, if an officer comes to Montague with six (6) years and four (4) months – or any other number of months – of prior service as a full-time police officer, they will be credited with six (6) years of service as of their date of hire in Montague for the purpose of calculating tenure in relation to the provisions of this Agreement. They will accrue one additional year of service on each anniversary of their date of hire in Montague.

No time will be granted for any period of time between the last date of employment with another department or agency, and the employee's date of hire in Montague.

## **ARTICLE 11**

### **REDUCTION IN FORCE PROCEDURE**

The order of Layoff and recall of Employees as a result of a reduction in force shall be in accordance with the principle of seniority, as defined by Article 10 of this Agreement. For any member not subject to Civil Service, seniority shall begin on the officer's date of hire as a full-time police officer by the Town of Montague.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

#### **SECTION 1:**

Although the Parties understand and agree that the Massachusetts Civil Service law does not presently provide for a formal probationary period following promotion to a Sergeant and that Sergeants are held to a just cause standard of discipline, the Parties agree that there is a need for the Town to assess the performance of a newly-appointed individual while adjusting to a new command position and its commensurate responsibilities. Therefore, during the first six (6) months following promotion or lateral transfer into a Sergeant position, a newly-appointed Sergeant shall be required to meet with the Chief and/or the Lieutenant on a regular basis (at least once every two (2) months) for a performance review and he/she shall receive a final written performance evaluation at the conclusion of his/her six (6) month period.

## SECTION 2:

A Sergeant who transfers into the unit will be paid at a Step which, by mutual agreement of the Town and the Union, properly reflects his/her total years of comparable service as a full-time Sergeant.

## **ARTICLE 13** **JUST CAUSE**

The Employer will not discipline any Employee without just cause, nor will the Employer discriminate against any Employee with respect to promotion or assignment because of race, creed, color, sex, union membership, handicap, age or sexual orientation as protected under state and federal statutes. Any arbitrator or state agency with duly established jurisdiction under this Agreement that finds a Sergeant has been demoted, suspended or discharged without just cause shall have the authority to reverse or modify any penalty and make the Sergeant whole.

## **ARTICLE 14** **HOURS OF WORK**

### SECTION 1:

Except those employees assigned to an administrative schedule (4 and 2), the weekly work schedule for each Employee will be based on a four-and-two (4-and-2) scheduling technique. It is expressly understood that, except for employees assigned to an administrative schedule, the weekly compensation received by the Employees under this Agreement will be based on a weekly average of the Employees' base yearly salary. Employees assigned to an administrative schedule shall be compensated for 40 hours per week. Each Employee's weekly schedule will be determined by the Chief of Police.

### SECTION 2:

All work performed in excess of eight (8) hours in a given day, when approved by the Chief of Police or his designee, will be compensated for at one and one-half (1½) times the Employee's hourly rate.

### SECTION 3:

All work performed beyond an Employee's regularly assigned work week will be paid at one and one-half (1½) times the Employee's hourly rate.

SECTION 4:

Court time will be paid at one and one-half (1½) times the Employee's hourly rate. There shall be a three (3) hour minimum.

SECTION 5:

For the purpose of compliance with the Fair Labor Standards Act, the Department will be on a 28-day payroll period. This provision shall not affect the other overtime provisions in this Agreement.

**ARTICLE 15**  
**CALL-BACK TIME**

The Town agrees to maintain the current Departmental policy of guaranteeing a minimum of three (3) hours' pay at one and one-half (1½) times the Employee's regular hourly rate for all call-back assignments.

**ARTICLE 16**  
**COMPENSATORY TIME**

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.

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). Employees with more than 160 hours of compensatory time on October 1, 2025 shall have until June 30, 2026 to reduce their balance. 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.

The Employee may use up to eighty (80) hours of compensatory time, 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.

## **ARTICLE 17** **OUTSIDE DETAILS**

Detail assignments, including school functions and DPW jobs, shall be paid 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.

## **ARTICLE 18** **SHIFT ASSIGNMENT**

The Parties to this Agreement recognize that the principal factor in shift assignments is the efficiency of the Police Department. The Chief of Police, in making such shift assignments, will give consideration to an Employee's particular abilities and qualifications, physical condition and length of service as a full-time Montague police officer. Requests for change in shift assignment will be processed annually and be effective each January 2; provided, however, that the Chief of Police remains the final authority, solely in his discretion as to the exercise of the above in making any and all shift assignments, with the understanding the Chief's assignments, if thought to be arbitrary or capricious, are subject to challenge through the Grievance Procedure.

The Parties further agree that the provisions of this Article will also be applied to the filling of permanent vacancies and promotional positions.

**ARTICLE 19**  
**LONGEVITY PAY**

The following amounts will be payable on the Employee's anniversary date of employment:

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

**ARTICLE 20**  
**UNIFORM ALLOWANCE**

The Employer will during the life of this Agreement maintain a uniform allowance policy for the purchase or maintenance of police uniforms or approved court attire. The amount of money available to each Employee will be subject to the following limit:

Eleven Hundred Dollars (\$1,100.00)

All uniforms purchased will comply with standards established by the Chief of Police, which shall be listed and made available to the Sergeants annually. It is expressly understood that all clothing and/or equipment (including cell phones) purchased with Town funds are and will remain the property of the Town of Montague. The uniform allowance will be increased to cover additional costs caused by any change by the Town in the standard uniform.

Up to twenty-five percent (25%) of the annual uniform allowance may be used toward membership fees in an approved health club membership and/or shooting range fees.

Once a Sergeant has given notice of resignation or retirement, he/she will no longer be eligible for the benefits under this Article.

## **ARTICLE 21**

### **VACATIONS**

#### **SECTION 1:**

Vacation leave is earned by each Employee at the following rates for each period of continuous active paid service as a full-time police officer serving the Town of Montague, inclusive of past years of comparable experience as a full-time police officer:

During the -Employee's 1 <sup>st</sup> year, including Academy:	One (1) day per each ten (10) weeks, up to a maximum of five (5) days.
During the Employee's 2 <sup>nd</sup> through 4 <sup>th</sup> years:	On each anniversary date, the Employee is credited with two (2) weeks of vacation he/she will earn during the following twelve (12) months.
During the Employee's 5 <sup>th</sup> through 9 <sup>th</sup> years	Three (3) weeks credited.
During the Employee's 10 <sup>th</sup> through 14 <sup>th</sup> years:	Four (4) weeks credited.
During the Employee's 15 <sup>th</sup> year and each year thereafter:	Five (5) weeks credited.

Vacation shall not accrue after the fourth (4<sup>th</sup>) week that an Employee is on unpaid leave or I.O.D. leave. Any adjustment of leave shall be made at the next anniversary date, or the date of termination, if earlier.

#### **SECTION 2:**

Compensation for annual vacation will be granted to Employees who separate their employment with the Town; said compensation to be determined according to accumulated time. Vacation leave taken but not yet earned by a Sergeant who retires, resigns or is otherwise terminated shall be deducted as an offset from any monies then owed to the Sergeant.

#### **SECTION 3:**

For the purpose of this Article, a week is expressly understood to consist of five (5) scheduled work days.

#### **SECTION 4:**

Vacations will be scheduled by the Chief of Police, and may be taken only at a time approved by the Chief. All vacation time must be taken within twelve (12)

months of its being credited or such additional time that remains in the fiscal year in which the twelve (12) month period ends. Any accumulated time in excess of two (2) weeks not taken by that date shall be lost except that the Chief, for good reason, may approve a written request that excess vacation be carried over and used in the next fiscal year.

A Sergeant will not be permitted to work any job on his vacation days or any regular scheduled days off between vacation days unless called in because of an emergency. Emergency can include calling in Sergeants on vacation when no other Sergeant, regular or special, is available to work.

#### SECTION 5:

Employees shall be allowed to receive compensation in lieu of vacation days in the following manner:

An Employee with less than 5 years of service.....0 days  
An Employee with 5 but less than 10 years of service.....3 days  
An Employee with more than 10 years of service.....5 days

### **ARTICLE 22** **HOLIDAYS/BEREAVEMENT LEAVE**

#### SECTION 1 – HOLIDAY LEAVE – FULL-TIME EMPLOYEES:

- (a) Holiday leave shall be granted with full pay for all full-time Employees for the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas	Juneteenth

- (b) Employees assigned to a 4 and 2 schedule will receive eight (8) hours' pay at their straight-time rate in addition to their regular weekly pay for each holiday in Section (a), even though he/she performs no work on that holiday, provided he/she has worked the scheduled day preceding and the scheduled day following the holiday, unless he/she

has been excused by the Chief of Police for a bona fide illness on either or both of these days, subject however to Paragraph (d) of this Article. Employees assigned to an administrative schedule (5 and 2) shall receive one day of paid leave on each of the holidays listed above.

- (c) Sergeants who actually work said holiday will get an additional eight (8) hours' pay at straight-time.
- (d) Holiday pay shall not be paid to an Employee who is on an unpaid leave of absence.
- (e) If an Employee scheduled or assigned to work on one (1) of the paid holidays fails to work on said holiday, unless excused for a bona fide illness supported by proof that the Employer may require, he/she shall forfeit holiday pay and be subject to disciplinary action.
- (f) If a holiday falls within an eligible Employee's vacation period, he/she shall be paid for the unworked holiday in addition to vacation pay, provided he/she works his/her last scheduled work day prior to the beginning of the vacation and his/her first scheduled work day after his/her vacation period ends, unless excused by the Chief for illness or for other legitimate reason. Such absence must be documented by whatever proof the Employer may require.
- (g) Holiday pay received under the provisions of this Article will be in addition to compensation due for any work actually performed on the holiday (see Item (c)).

## SECTION 2 – BEREAVEMENT LEAVE – FULL-TIME EMPLOYEES:

Full-time Employees shall, in the event of death in their immediate families, as defined herein, be granted up to a maximum of five (5) days with pay, due to absence from their regularly scheduled days of work, up to and including the day of the funeral, and also a subsequent day of interment if it should occur. For the purpose of this Section, "immediate family" means: spouse, child, parent, parent-in-law, brother, sister and grandparent. Employees claiming the foregoing shall provide reasonable written proof of death, and give any supporting proof that the Employer may request upon return from bereavement leave. In the event of the death of any other relative, the Employee shall be granted one (1) day of time off with pay to attend the funeral or other service.



**ARTICLE 23**  
**PERSONAL LEAVE**

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

**ARTICLE 24**  
**COURT APPEARANCES**

An Employee who, while off duty, is required by the Employer to appear as a witness for the Commonwealth of Massachusetts in a criminal proceeding in a District, Juvenile or Superior Court shall be paid for not less than four (4) hours at his/her time and one-half rate of pay if the appearance is not cancelled before the close of business for the District Attorney's Office on the day before the scheduled Court time.

**ARTICLE 25**  
**SICK LEAVE/PARENTAL LEAVE**

**SECTION 1:**

Sick leave is earned by each Employee at the following rates for each period of continuous active paid service as a full-time Montague police officer:

During the Employee's 1 <sup>st</sup> year, including Academy:	One (1) day per each five (5) weeks, up to a maximum of ten (10) days.
On each anniversary date of hire:	The Employee is credited with fifteen (15) days of sick leave he/she will earn during the following twelve (12) months.

Sick leave shall not accrue after the fourth week that a Sergeant is on unpaid leave or I.O.D. leave. Any adjustment of sick leave shall be made at the next

anniversary date, or the date of termination, if earlier. Sick leave taken but not yet earned by a Sergeant who retires, resigns or is otherwise terminated may be deducted as an offset from any monies then owed to the Sergeant.

#### SECTION 2:

Unused sick leave may accumulate to a maximum of 195 days, in addition to the current year's credit.

#### SECTION 3:

Sick leave is available for use as follows:

- (a) By a Sergeant unable to work due to sickness or injury or by exposure to contagious disease, but not injury sustained in other employment;
- (b) Employees eligible for and entitled to at least three (3) days of sick leave may use said three (3) days' sick leave for required care of an immediate family member. A physician's verification may be required by the Chief of Police and additional days may be granted at the discretion of the Chief, and based on said verification;
- (c) Parental Leave as provided under Section 7 of this Article.

#### SECTION 4:

- (a) Sick leave records shall be maintained by the Department on a form provided for this purpose.
- (b) Each day's sick pay will be calculated based on an Employee's straight-time hourly rate of pay. Sick leave is to be taken in whole-day or half-day increments.
- (c) Notification of absence due to illness must be made as early as possible on the first (1<sup>st</sup>) day of absence to the Chief of Police.

#### SECTION 5:

Should the Chief of Police, with the approval of the Selectboard, feel that it may be necessary, he may require, at the Town's expense, an examination by a physician of their choice, and the results of this examination may determine the continuation of paid sick leave.

#### SECTION 6:

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 \$4,500.

#### SECTION 7 – PARENTAL LEAVE:

An eligible Employee who has completed at least three (3) months of employment is entitled to eight (8) weeks of parental leave as provided under the Massachusetts Parental Leave Act (M.G.L. Chapter 149, Section 105D) for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the Employee who is adopting or intending to adopt a child. Eligibility and administration of such leave is determined as provided under the law. The Employee shall give at least two (2) weeks' notice to the Employer of the anticipated date of departure and the Employee's intention to return, or provide notice as soon as practicable if the delay is for a reason(s) beyond the individual's control. The Employee shall be accorded full pay and benefits under the period of such leave to the extent he/she has available sick leave, vacation or personal leave to apply to the absence.

At the expiration of the parental leave, the Employee shall be restored to his/her previous position or similar position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave Employees in the same or similar position in the Department have been laid off through no fault of their own, the Employee on leave will be extended the same rights or benefits, if any, to Employees of equal length of service in the same or similar position in the Department.

Parental leave of up to twelve (12) weeks per year is available to all Sergeants who qualify therefor under the Family and Medical Leave Act.

### **ARTICLE 26** **INSURANCE**

#### SECTION 1:

The Town of Montague maintains a contributory group insurance plan, which plan shall continue its coverage for eligible Employees covered by this Agreement, to the extent such plan is maintained by the Town of Montague. Hospital/Medical Insurance and Life Insurance Plans shall be offered to all full-time Employees of the Department in accordance with the plan in effect by the Town of Montague.

## SECTION 2:

The Town shall establish and maintain an Insurance Advisory Committee pursuant to General Laws Chapter 32B, and may implement changes in the Hospital/Medical/Life insurance plans after complying with the provisions of the law for Committee consultation; provided, however, that the Union shall have the right to appoint a representative of its selection as a member of the Committee.

## SECTION 3:

The Employee contribution toward health insurance premiums will be twenty percent (20%), with the remaining eighty percent (80%) to be paid by the Town.

# **ARTICLE 27** **INCENTIVE PAY**

## SECTION 1:

The Town will pay an incentive pay to all full-time members who have successfully completed the Academy for earned college education credits according to the following schedules and requirements applicable only to base hourly rates. The provisions of this Article shall not apply to overtime, holidays, extra-duty coverage or any other compensation outside of the Employee's normal scheduled hours.

Courses to be taken to fulfill requirements for incentive pay must be presented for the Selectboard's approval in advance of undertaking same. Degrees must be obtained in the field of criminal justice, law enforcement or job-related field approved by the Selectboard.

To claim eligibility for this incentive pay benefit, the Sergeant involved must submit proper transcripts from an accredited college in order to document the satisfactory completion of the course(s) involved and certification from the State Board of Education must be obtained.

Base salary increases for permanent full-time Sergeant(s) who has commenced the program leading to a degree after September 1, 1976 is to be granted according to the following schedule:

- Ten percent (10%) for an Associate's Degree or sixty (60) points earned toward a Baccalaureate Degree.

- Twenty percent (20%) for a Baccalaureate Degree.
- Twenty-five percent (25%) for a Master's Degree or Law Degree.

It is further understood by the Parties that such percentage increase shall in total, including any previously earned increase, not exceed fifteen percent (15%) for an Associate's Degree, twenty percent (20%) for a Baccalaureate Degree, thirty percent (30%) for a Master's Degree or Law Degree and that only one (1) Degree will be recognized for incentive pay purposes.

## SECTION 2:

As an incentive for Sergeants to maintain a high level of physical fitness, the Town will provide a bonus of Five-Hundred Dollars (\$500.00) to each Employee who passes a Town-designated physical fitness test in any year. The Town shall be the sole decision-maker as to the contents, grading and passing standards for the test. The test shall be voluntary and no Employee shall be required to take the test nor disciplined for failure to take or pass the test. No grievance may be filed with respect to any test-related issue arising out of this section; provided, however, that it is understood that the actual taking of the test shall be considered to be in the line of duty for purposes of M.G.L. Chapter 41, Section 111F.

## **ARTICLE 28** **INJURY LEAVE**

The Town will comply with the provisions of M.G.L. Chapter 41, Section 111F respecting Sergeants injured on duty. A Sergeant whose I.O.D. leave exceeds four (4) weeks in length will thereafter not continue to accrue leave or vacation benefits, but shall not lose any leave or vacation benefits accrued and unused up to that date. After the four (4) weeks, the Sergeant shall not be entitled to shift differential pay and any uniform allowance shall be reduced pro-rata.

## **ARTICLE 29** **LEAVE WITHOUT PAY**

Leave without pay may be granted to Employees with extended illness, military leave in excess of two (2) weeks, and other legitimate reasons approved by the Chief of Police, subject to final approval by the Selectboard.

It is further understood that an Employee who is granted leave without pay under the provision of this Article will receive no other benefits and all time spent

under such leave will not be counted toward the Employee's seniority or length of service as applied in other Articles of this Agreement.

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrent as both FMLA and contractual leave, and the more liberal provisions shall apply.

### **ARTICLE 30** **PYRAMIDING OF PAY**

No Employee shall be entitled to premium and overtime pay or the duplication of premium pay, or the payment of benefits for the same time worked.

### **ARTICLE 31** **MISCELLANEOUS**

#### **SECTION 1:**

Each Employee, whether actually working or on a leave of absence, shall keep the Department advised, on a form furnished by the Department, of his/her correct address and telephone number, if he/she has a telephone or has the use of a telephone. The mailing of a notice to the address furnished to the Department by an Employee, as provided in this Paragraph, shall be deemed to be compliance by the Department with any provision of this Agreement which requires notice to an Employee.

#### **SECTION 2:**

The Union and the Employees recognize (1) the necessity that the Employee report for work regularly and on time, and (2) that absenteeism and tardiness seriously affect the efficient operation of the Department. An Employee who is not able to report for work at the scheduled starting time on a day on which he/she is scheduled to work shall notify the Department as far in advance as possible, and in any event, not less than one (1) hour prior to the scheduled starting time. In the event of continued tardiness, absenteeism or the failure to comply with the provisions of this Paragraph by an Employee, the Department may invoke disciplinary action, including reprimand, suspension or discharge, and such Employee shall not be entitled to the benefits of sick leave as provided for any period of absence which is not reported to the Department within the time prescribed in this Article.

### SECTION 3:

The Employer will, during the life of the Agreement, maintain current Town policy for mileage reimbursement for Employees who, with Department approval, use their personal automobile while in the performance of their regularly assigned duties.

### SECTION 4:

The members of the Montague Police Department and the New England Police Benevolent Association, Inc. acknowledge the fact that they, as a body, accept and adhere to the tenets of community policing, a philosophy and an organizational strategy that promotes a new partnership between the citizenship and police. Community policing is based on the premise that both the police and the community must work together to identify, prioritize and solve contemporary problems such as crime, drugs, fear of crime, social and physical disorder and overall neighborhood decay, with the ultimate goal of improving the quality of life in the community.

## **ARTICLE 32** **SUBSTANCE ABUSE**

The purpose of this program is to establish the fact that the Town of Montague and its Employees have the right to expect a drug-free environment in the workplace. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency.

No drug testing of Employees shall be permitted on a random or universal basis, except as hereinafter provided. Testing shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. It is recognized that the drug and alcohol testing constitutes an investigation and therefore the Employee's Weingarten rights apply with regard to all drug and alcohol testing issues. Drug and alcohol testing shall be permitted based upon the reasonable suspicion standard hereinafter provided. Immediate testing shall be permitted and the results shall be held in confidence subject to the Review Committee's decision as hereinafter provided.

The Chairman of the Selectboard or in his absence his nominee, the Department head, or designee in the Department head's absence, shall provide a suspected Employee and the Union (Sergeant designated by the Union), if

applicable, with a written report evidencing their reasonable suspicion within a reasonable time in advance of the proposed test.

The Employee may initiate a review of the directive to be tested. The directive shall be reviewed by a Committee of four (4), comprised of two (2) full-time Union officials, Town counsel or his nominee, and an individual with training in drug/alcohol, agreed upon by both Union and management.

The Committee will review evidence brought against the suspected Employee, and only after a majority of members of the Committee vote in favor shall testing be required or confirmed. Three (3) or more members shall constitute a quorum. The Committee shall meet and vote within two (2) days of notice to the Union.

The Employee shall be provided with a test sample at the time the testing is conducted. Testing to be performed is to be the more expensive, highly accurate nature, so as not to subject the Employee to more stress and embarrassment from a false positive result of the less expensive test.

The Parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the Employee and only members of management and Union officials with a compelling need for this information.

The following information shall be provided to the Employee:

1. A copy of the testing program procedures.
2. A description of the sample-gathering protocol.
3. A list of tests to be used.
4. The name and location of the laboratories to be used.
5. The test results in writing with an explanation of what the results mean.

The basis for the directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.



Objective facts that shall be used in evaluating an Employee's condition are the following:

1. Balance: sure/unsure/questionable
2. Walking: steady/unsteady/questionable
3. Speech: clear/slurred/questionable
4. Attitude: cooperative/uncooperative/questionable
5. Eyes: clear/bloodshot/questionable
6. Odor of alcohol: none/strong/questionable

It is required that the observations of these objective facts by a supervisory Employee be documented in a form signed by the supervisor. In addition, there should be a place on the form for the supervisor to document other relevant facts, such as admissions or explanations by the Employee concerning his/her condition.

Reasonable suspicion shall be based on information of objective facts obtained by the Town and the rational inference(s) which may be drawn from those facts.

The credibility of sources of information whether by tip or informant, the reliability of the facts of information, the degree of corroboration, the results of Town inquiry and/or other reasonable factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all-inclusive examples of such circumstances:

1. An Employee deemed impaired or incapable of performing assigned duties.
2. An Employee experiencing excessive vehicle or equipment accidents.
3. An Employee exhibiting behavior inconsistent with previous performance.
4. An Employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.

5. An Employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

If the Review Committee concludes that further drug screening by means of urinalysis is warranted, such testing shall be conducted immediately or within three (3) months on a random basis as determined by the Town in the Town's sole discretion and on Town time. If these procedures are not followed, Employees may refuse to submit to the test without being disciplined. Alcohol testing shall be performed without Committee review based upon reasonable suspicion as hereinbefore provided.

If drug testing is warranted, an Employee may voluntarily participate in a rehabilitation program as a substitute for the said permitted three (3) months random testing. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require alcohol and drug testing shall be final and binding and not subject to the Grievance and Arbitration Procedure. The test sample taken from the Employee shall be secured by the Town physician, the Nurse Practitioner or a testing laboratory designated by the Town and the Union. Failure to provide the test sample as directed will result in disciplinary action.

In the event that the test proves negative, the Employee will be paid double-time for all time used in this process.

Termination of employment is appropriate where an Employee has been offered the rehabilitation options set forth herein and has thereafter failed a test lawfully required; or where the Employee operated a vehicle under the influence; or where the Employee fails to be tested within the established time limit or otherwise interferes with the testing process. In the absence of such circumstances, the following procedure is to be offered to the Employee.

Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this Article that an Employee who is found to test positive on the drug screening shall be treated within the Employer/Employee relationship. It is incumbent upon the Employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The Employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed. The Employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The Employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the Employee shall be immediately subject to disciplinary action which may be termination of employment.

It is agreed that the Parties will make every effort to protect privacy and confidentiality. The Parties will develop a specific plan to protect privacy.

### **ARTICLE 33** **DURATION**

Subject to an appropriation by the Town meeting, as provided for in Section 7(b) in Chapter 150E of the Massachusetts General Laws, the provisions of this Agreement shall take effect July 1, 2022 and shall continue in full force and effect until and including June 30, 2025. The Employer and the Union agree to commence negotiations not later than February 1, 2025 for a new or amended Agreement to supersede or take the place of this Agreement. If negotiations for a successor Agreement are not completed by June 30, 2025, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed.

**ARTICLE 34**  
**MILITARY LEAVE**

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.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its behalf by the Selectboard, and by the duly designated Chief of its Police Department, both duly authorized, and the New England Police Benevolent Association, Inc. has caused this Agreement to be executed in its behalf by the President of its Local Union No. 184, duly authorized at Montague, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF MONTAGUE:

NEW ENGLAND POLICE  
BENEVOLENT ASSOCIATION, INC.:

By \_\_\_\_\_ By \_\_\_\_\_  
President of its Local Union No. 184 Chair, Selectboard

By \_\_\_\_\_ By \_\_\_\_\_  
Member

By \_\_\_\_\_ By \_\_\_\_\_  
Member

By \_\_\_\_\_ By \_\_\_\_\_  
Chief of Police

**APPENDIX “A”**  
**COMPENSATION**

**SECTION ONE:**

Effective July 1, 2025:

<b>Steps</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Sergeant				38.27	39.79	41.38	43.04
Staff Sergeant				40.95	42.58	44.28	46.05

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 Step 4 on July 1, 2025).

Effective July 1, 2026 (2.5% increase):

	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Sergeant</b>	39.23	40.80	42.43	44.12
<b>Staff Sergeant</b>	41.97	43.65	45.40	47.21

Effective July 1, 2027 (3.0% Increase):

	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Sergeant</b>	40.40	42.02	43.70	45.45
<b>Staff Sergeant</b>	43.23	44.96	46.76	48.63

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.

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.

## SECTION TWO:

Wage/salary schedule and step increases, shall go into effect on July 1 or such other date as established by this Agreement. Newly hired and transferred/promoted employees must be working for the Town in their new grade/step for a period of 3 months prior to receiving a negotiated step increase for their new grade/position or else they are not entitled to any such increases until the effective date of step increases in the following fiscal year.

## SECTION THREE:

A shift differential will be paid as follows:

3:00 p.m. - 11:00 p.m.	\$1.00 per hour
11:00 p.m. - 7:00 a.m.	\$1.25 per hour

## SECTION FOUR:

When unit members are promoted/assigned to a new position that results in a move to another pay scale in the labor agreement, the unit member will be placed on the Step on the new scale that allows for a ninety-five cent (95¢) per hour increase (or yearly equivalent if not an hourly position).

## SECTION FIVE:

Sergeants who are assigned to the position and perform the functions of on-call detective shall receive an annual stipend in the amount of \$1,500.00. This amount shall be pro-rated for sergeants assigned to on-call duty for only a portion of the fiscal year.