

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, April 13, 2026

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/88110350322>

Meeting ID: 881 1035 0322 Password: 359603 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. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Minutes: Selectboard Meeting: April 6, 2026
3. 6:00 **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. 6:02 **Sewer Commission with CWF Superintendent Chelsey Little**
 - Sewer Bill Abatement Requests for 2nd Half FY26 Billing Period
 - DEP Compliance Enforcement Inspection (CEI) Report
 - DEP Notice of Noncompliance (NON) for 2025 Exceedances
 - Permit Summary for February and March 2026
5. 6:20 **Brian McHugh, Director of Community Development – FCHRA**
 - Recommendation for Notice of Award for the Avenue A Streetscape Improvement 5.1 Construction Project contract to H.M. Nunes & Sons for \$399,000 to be funded by a FY25 CDBG grant and request Selectboard authorize the related contract.
6. 6:30 **Licensing**
 - License Agreement between the Town of Montague and FirstLight Power on Saturday, May 30, 2026, for use of FirstLight property near First Street and the intersection of L Street for an Indigenous dye and print workshop with Elizabeth James-Perry. A tent will be erected for this event sponsored by RiverCulture and the Montague Cultural Council.
 - Approve request for Tables and Chairs License for Country Creemee at 52 Avenue A. Updated COI in progress.
7. 6:35 **Police Commission with Police Chief Jason Haskins**
 - Memorandum of Agreement with Franklin County Sheriff's Office for coordination of law enforcement activities
 - Discuss possibility of accreditation with Mass Police Accreditation Commission

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8. 6:55

Personnel Board

- Request to appoint Joesph Niedbala as Alternate Zoning Board of Appeals member effective April 14, 2026, for a 1-year term.
- Authorize Town Administrator and Selectboard designee to negotiate renewal to Clean Water Facility Superintendent Chelsey Little's employment contract

9. 7:00

Assistant Town Administrator Business

- Authorization to apply for Municipal and Tribal Technical Assistance (MTTA) program from MA Federal Funds and Infrastructure Office (FFIO) for design and engineering assistance with Avenue A traffic signal improvements
- Other Project Updates

10. 7:05

Town Administrator Business

- Request to include "Financial Impacts of Planned Building Projects" document in Town Meeting Packet.
- Updates on the 10 Unity Street project and First Street Housing project
- Announcement: Municipal Window Insert Program Accepting Applications from qualified households
- Topics not anticipated within 48 hour posting requirement

Next Meeting

Selectboard Meeting: Monday, April 27, 2026, at 6:30pm via ZOOM

Sewer Abatements FY2026 Second Half Billing Period

#	Location	Reason for Request (per the resident)	Superintendent Recommendation	Updated Info (for Treasurer)	Notes (\$18.50/1000gallons)
1	34 Highland St Millers Falls	Building unoccupied, usage did not enter sewer	ABATE \$158.00	N/A	Current bill: 1,000 gallons \$158.00 Metered usage did not enter sewer.
2	32 Highland St Millers Falls	Gardens watered causing extra usage	DO NOT ABATE	N/A	Current bill: 17,000 gallons \$314.50 Unfounded, usage represents winter readings only.
3	29 Bulkley St Turners Falls	Irrigation in yard runs until November	DO NOT ABATE	N/A	Current bill: 22,000 gallons \$396.00 Metered usage represents winter readings from Oct-April, unable to account for Nov irrigation.
4	11 Morris Ave Turners Falls	Basement Toilet running, repaired	ABATE \$1,110.00	N/A	Current bill: 72,000 gallons \$1332.00 3-year average 12,000 gallons \$222.00-\$1332.00= -\$1,110.00
5	65 Canal St Turners Falls	Higher than normal usage, investigated and could not find cause. Usage dropped back down over the	DO NOT ABATE	N/A	Current bill: 72,000 gallons \$1332.00 Unfounded, usage assumed to have gone through the sewer.
6	12 Central St Turners Falls	Toilet running, boiler leaking, repaired	ABATE \$370.00	N/A	Current bill: 33,000 gallons \$610.50 3-year average 13,000 gallons \$240.50-\$610.50= -\$370.00

Property sales - not abated, it is the responsibility of the seller/buyer to obtain utility information and determine an equitable solution with respect to payment obligations to the Town prior to closing.

Toilet leaks - not abated, water that goes through plumbing devices and reaches the sewer is billed because it is conveyed by the sanitary sewer and treated at the CWF

TO THE COLLECTOR OF TAXES

THE COMMONWEALTH OF MASSACHUSETTS
ABATEMENT APPROVAL FORM

Date: 4/8/2026

Abatement
Certificate
No. 1

Commitment No. _____

Montague
Name of City, Town or District

SEWER DEPARTMENT

This is to certify that the Sewer Board has granted an abatement of \$158.00 FY26, 2nd half sewer billing. Sewer Charge for the following cause or reason.

Assessed to: Building unoccupied, usage did not enter sewer.

Stephen E. Smith

34 Highland Street

Millers Falls, MA 01349

Cause or reason

Total amount of
sewer charges: \$158.00

Revised Bill: \$0.00

Abated amount: \$158.00

Sewer Commissioners

TO THE COLLECTOR OF TAXES

THE COMMONWEALTH OF MASSACHUSETTS
ABATEMENT APPROVAL FORM

Date: 4/8/2026

Abatement
Certificate
No. 4

Commitment No. _____

Montague
Name of City, Town or District

SEWER DEPARTMENT

This is to certify that the Sewer Board has granted an abatement of \$1,110.00 FY26, 2nd half sewer billing. Sewer Charge for the following cause or reason.

Assessed to: Basement toilet running, repaired.

John Irminger

11 Morris Ave

Turners Falls, MA 01376

Cause or reason

Total amount of
sewer charges: \$1,332.00

Revised Bill: \$222.00

Abated amount: \$1,110.00

Sewer Commissioners

TO THE COLLECTOR OF TAXES

THE COMMONWEALTH OF MASSACHUSETTS
ABATEMENT APPROVAL FORM

Date: 4/8/2026

Abatement
Certificate
No. 6

Commitment No. _____

Montague
Name of City, Town or District

SEWER DEPARTMENT

This is to certify that the Sewer Board has granted an abatement of \$370.00 FY26, 2nd half sewer billing. Sewer Charge for the following cause or reason.

Assessed to:	<u>Toilet running, Boiler leaking, repaired.</u>
<u>Michael Dickerman</u>	_____
<u>12 Central St</u>	_____
<u>Turners Falls, MA 01376</u>	_____

Cause or reason

Total amount of sewer charges:	<u>\$610.50</u>
Revised Bill:	<u>\$240.50</u>
Abated amount:	<u>\$370.00</u>

Sewer Commissioners



Department of Environmental Protection

Western Regional Office

Address: 436 Dwight St, Springfield, MA 01103 | Phone: 413-784-1100

Maura T. Healey

Governor

Kim Driscoll

Lieutenant Governor

Rebecca Tepper

Secretary

Bonnie Heiple

Commissioner

April 2, 2026

Electronically sent to: walterr@montague-ma.gov

Mr. Walter Ramsey
Town Administrator, Town of Montague
1 Avenue A
Turner Falls, MA 01376

Re: Montague - WWM

Montague CWF
Compliance Evaluation Inspection
Non-sampling CY25; 314 CMR 3.00
& 314 CMR 12.00
DEP Project #192-001/076; NPDES
Permit# MA0100137

Dear Mr. Ramsey,

On May 22, 2025, representatives from the Massachusetts Department of Environmental Protection (MassDEP or Department) conducted a compliance inspection of the Town of Montague Clean Water Facility ("Montague" or "Montague CWF" or "CWF") located at 34 Greenfield Road, Montague, Massachusetts 01351.

Individuals present during the inspection included the facility's representatives, Samuel Urkiel, Town of Montague Department of Public Works (DPW) Superintendent, Chelsey Little, Montague CWF Superintendent & the Chief Operator and MassDEP representative, Hem Pokharel.

Enclosed please find the Report on Operations and Maintenance and the Compliance Evaluation Inspection Report (Inspection Report) completed in conjunction with the inspection. MassDEP may issue a separate correspondence document to the Permittee addressing any noncompliance from compliance inspection follow-up. Overall rating, the CWF was observed to be **satisfactory**.

Unless otherwise noted, this report describes conditions at the facility/property as observed by MassDEP inspector(s), and/or through records provided to and/or information reported to MassDEP inspector(s) by facility representatives and as understood by the inspector(s). This report may not capture all operations or activities ongoing at the time of the inspection. This report does not make final determinations on potential areas of concern. Nothing in this

report affects MassDEP’s authority under state statutes and regulations to pursue further investigation or action.

The effluent characteristics were compiled from the permittee's self-reported discharge monitoring reports (DMRs) submitted to MassDEP from January 2021 through December 2025.

The following table summarizes NPDES discharge permit excursions observed from 2021 through 2025. MassDEP may issue a separate correspondence document to the Permittee addressing any noncompliance from compliance inspection follow-up or exceedances. It was noted that on March 31, 2026, MassDEP issued a Notice of Noncompliance to the Permittee regarding the 2025 E.coli permit limit exceedances.

Table 1: Town of Montague CWF Permit (Effluent) Excursions

Parameter Description	Monitoring Period	Base Type	DMR Value	Limit Value
BOD, 5-day, 20 deg. C	2/28/2021	WKLY AVG	88.1 mg/L	45 mg/L
BOD, 5-day, 20 deg. C	2/28/2021	MO AVG	377.5 kg/d	207.9 kg/d
BOD, 5-day, 20 deg. C	2/28/2021	WKLY AVG	377.5 kg/d	311.9 kg/d
BOD, 5-day, 20 deg. C	2/28/2021	MO AVG	88.1 mg/L	30 mg/L
Solids, total suspended	2/28/2021	MO AVG	47.2 mg/L	30 mg/L
Solids, total suspended	2/28/2021	WKLY AVG	47.2 mg/L	45 mg/L
BOD, 5-day, percent removal	2/28/2021	MO AV MN	77.9 %	85 %
BOD, 5-day, 20 deg. C	3/31/2021	MO AVG	62.6 mg/L	30 mg/L
BOD, 5-day, 20 deg. C	3/31/2021	WKLY AVG	61.2 mg/L	45 mg/L
Solids, total suspended	3/31/2021	MO AVG	116.3 mg/L	30 mg/L
Solids, total suspended	3/31/2021	WKLY AVG	116.3 mg/L	45 mg/L
Solids, total suspended	3/31/2021	WKLY AVG	340.1 kg/d	311.9 kg/d
Solids, total suspended	3/31/2021	MO AVG	340.1 kg/d	207.9 kg/d
Solids, suspended percent removal	3/31/2021	MO AV MN	74.7 %	85 %
BOD, 5-day, 20 deg. C	4/30/2021	MO AVG	103.9 mg/L	30 mg/L
BOD, 5-day, 20 deg. C	4/30/2021	WKLY AVG	103.9 mg/L	45 mg/L
BOD, 5-day, 20 deg. C	4/30/2021	MO AVG	317.7 kg/d	207.9 kg/d
BOD, 5-day, 20 deg. C	4/30/2021	WKLY AVG	317.7 kg/d	311.9 kg/d
Solids, total suspended	4/30/2021	MO AVG	148.6 mg/L	30 mg/L
Solids, total suspended	4/30/2021	WKLY AVG	457.8 kg/d	311.9 kg/d
Solids, total suspended	4/30/2021	MO AVG	457.8 kg/d	207.9 kg/d
Solids, total suspended	4/30/2021	WKLY AVG	148.6 mg/L	45 mg/L
E. coli, thermotol, MF, MTEC	4/30/2021	DAILY MX	727 MPN/100mL	409 MPN/100mL
Chlorine, total residual	4/30/2021	DAILY MX	1.2 mg/L	1 mg/L
BOD, 5-day, percent removal	4/30/2021	MO AV MN	79.5 %	85 %
Solids, suspended percent removal	4/30/2021	MO AV MN	79.4 %	85 %

E. coli, thermotol, MF, MTEC	5/31/2021	DAILY MX	2419.6 MPN/100mL	409 MPN/100mL
Chlorine, total residual	5/31/2021	DAILY MX	1.8 mg/L	1 mg/L
Solids, total suspended	6/30/2021	MO AVG	37.3 mg/L	30 mg/L
E. coli, thermotol, MF, MTEC	6/30/2021	DAILY MX	980 CFU/100mL	409 CFU/100mL
Solids, total suspended	7/31/2021	MO AVG	313.3 kg/d	207.932 kg/d
Solids, total suspended	7/31/2021	WKLY AVG	313.3 kg/d	311.898 kg/d
Solids, total suspended	7/31/2021	MO AVG	70.1 mg/L	30 mg/L
Solids, total suspended	7/31/2021	WKLY AVG	74.0 mg/L	45 mg/L
E. coli, thermotol, MF, MTEC	7/31/2021	MO GEO	426.9 MPN/100mL	126 MPN/100mL
E. coli, thermotol, MF, MTEC	7/31/2021	DAILY MX	2420.0 MPN/100mL	409 MPN/100mL
Solids, suspended percent removal	7/31/2021	MO AV MN	81.9 %	85 %
Solids, total suspended	8/31/2021	MO AVG	46.2 mg/L	30 mg/L
Solids, total suspended	8/31/2021	WKLY AVG	45.3 mg/L	45 mg/L
E. coli, thermotol, MF, MTEC	8/31/2021	DAILY MX	2419.6 MPN/100mL	409 MPN/100mL
E. coli, thermotol, MF, MTEC	8/31/2021	MO GEO	147.7 MPN/100mL	126 MPN/100mL
Solids, total suspended	9/30/2021	MO AVG	37.9 mg/L	30 mg/L
E. coli, thermotol, MF, MTEC	9/30/2021	MO GEO	337.3 MPN/100mL	126 MPN/100mL
E. coli, thermotol, MF, MTEC	9/30/2021	DAILY MX	2419.6 MPN/100mL	409 MPN/100mL
BOD, 5-day, 20 deg. C	10/31/2021	MO AVG	31 mg/L	30 mg/L
Solids, total suspended	10/31/2021	MO AVG	336.7 kg/d	207.9 kg/d
Solids, total suspended	10/31/2021	WKLY AVG	336.7 kg/d	311.9 kg/d
Solids, total suspended	10/31/2021	WKLY AVG	133.5 mg/L	45 mg/L
Solids, total suspended	10/31/2021	MO AVG	117.8 mg/L	30 mg/L
E. coli, thermotol, MF, MTEC	10/31/2021	DAILY MX	2419.6 CFU/100mL	409 CFU/100mL
E. coli, thermotol, MF, MTEC	10/31/2021	MO GEO	212.3 CFU/100mL	126 CFU/100mL
Solids, suspended percent removal	10/31/2021	MO AV MN	68.6 %	85 %
Solids, total suspended	11/30/2021	WKLY AVG	470.6 kg/d	311.898 kg/d
Solids, total suspended	11/30/2021	WKLY AVG	183.2 mg/L	45 mg/L
Solids, total suspended	11/30/2021	MO AVG	176.6 mg/L	30 mg/L
Solids, total suspended	11/30/2021	MO AVG	470.6 kg/d	207.932 kg/d
Solids, suspended percent removal	11/30/2021	MO AV MN	45.1 %	85 %
Solids, total suspended	12/31/2021	MO AVG	108.7 mg/L	30 mg/L
Solids, total suspended	12/31/2021	MO AVG	286.6 kg/d	207.9 kg/d
Solids, total suspended	12/31/2021	WKLY AVG	103.6 mg/L	45 mg/L
BOD, 5-day, percent removal	12/31/2021	MO AV MN	82.4 %	85 %
Solids, suspended percent removal	12/31/2021	MO AV MN	59.4 %	85 %
BOD, 5-day, 20 deg. C	1/31/2022	MO AVG	38.8 mg/L	30 mg/L
Solids, total suspended	2/28/2022	MO AVG	32.3 mg/L	30 mg/L
Solids, suspended percent removal	2/28/2022	MO AV MN	76.2 %	85 %
E. coli, thermotol, MF, MTEC	4/30/2022	MO GEO	559.9 CFU/100mL	126 CFU/100mL

E. coli, thermotol, MF, MTEC	4/30/2022	DAILY MX	2419.6 CFU/100mL	409 CFU/100mL
Chlorine, total residual	4/30/2022	DAILY MX	1.77 mg/L	1.0 mg/L
E. coli, thermotol, MF, MTEC	5/31/2022	DAILY MX	2419.6 MPN/100mL	409 MPN/100mL
Chlorine, total residual	6/30/2022	DAILY MX	1.1 mg/L	1.0 mg/L
BOD, 5-day, percent removal	7/31/2022	MO AV MN	67.2 %	85 %
E. coli, thermotol, MF, MTEC	8/31/2022	DAILY MX	920.8 MPN/100mL	409 MPN/100mL
Chlorine, total residual	10/31/2022	DAILY MX	1.45 mg/L	1 mg/L
BOD, 5-day, 20 deg. C	2/28/2023	WKLY AVG	45.5 mg/L	45 mg/L
BOD, 5-day, 20 deg. C	2/28/2023	MO AVG	41.9 mg/L	30 mg/L
E. coli, thermotol, MF, MTEC	10/31/2023	MO GEO	816.4 MPN/100mL	126 MPN/100mL
Chlorine, total residual	6/30/2024	DAILY MX	1.06 mg/L	1 mg/L
Chlorine, total residual	7/31/2024	DAILY MX	1.12 mg/L	1 mg/L
BOD, 5-day, 20 deg. C	2/28/2025	MO AVG	33.2 mg/L	30 mg/L
Chlorine, total residual	3/31/2025	DAILY MX	1.25 mg/L	1 mg/L
E. coli, thermotol, MF, MTEC	4/30/2025	DAILY MX	524.7 MPN/100mL	409 MPN/100mL
E. coli, thermotol, MF, MTEC	5/31/2025	DAILY MX	2419.6 MPN/100mL	409 MPN/100mL
E. coli, thermotol, MF, MTEC	7/31/2025	DAILY MX	1011.2 MPN/100mL	409 MPN/100mL
E. coli, thermotol, MF, MTEC	9/30/2025	DAILY MX	2419.6 MPN/100mL	409 MPN/100mL

The following were noted during the inspection:

During the MassDEP inspection, the operator presented Montague’s Operation & Maintenance (O&M) manual for a review. Montague’s O&M manual was last prepared in 1982 by Curran Associates, Inc and it might not cover all of Montague’s current Operation & Maintenance and needs an update. **Notify MassDEP in writing when this item is complete.**

All persons operating wastewater treatment facilities shall prepare, adopt and keep current operation and maintenance manual. The operation and maintenance manual shall be submitted to the Department for review and approval. The manual will be presumed approved if the Department does not issue a written approval, conditional approval, denial or request for further information within 90 days after submittal. The submittal and issuance dates are the dates that the manual and the Department’s approval, conditional approval, denial or information request are postmarked. The manual shall be implemented as approved. The operation and maintenance manual shall contain all information needed by the operator of the treatment works to properly operate and maintain said treatment works in accordance with the requirements of 314 CMR 12.00, and shall include at a minimum the following items:

- (a) Introduction;
- (b) Permits and Standards;

- (c) Description, Operation and Control of Wastewater Treatment Facilities;
- (d) Description, Operation and Control of Sludge Handling Facilities;
- (e) Description, Operation, Control and Testing of the Chemical Addition and Monitoring System;
- (f) Personnel;
- (g) Sampling and Laboratory Analysis;
- (h) Records and Reporting;
- (i) Maintenance;
- (j) Emergency Operating and Response Program;
- (k) Safety;
- (l) Utilities and Energy Requirements;
- (m) Infiltration and Inflow Removal;
- (n) Emergency Notification Procedures for overflows or bypasses in accordance with 314 CMR 12.03(8).

Based on MassDEP's review, MassDEP observed that Montague's effluent chlorine concentration and the E. coli count seem to be consistently high, as shown in the Table 1.

During the MassDEP inspection, Montague did not have updated contact information for MassDEP and the United States Environmental Protection Agency (USEPA) for Combined Sewer Overflow (CSO) notification and the Emergency Response Plan (ERP). **Following the inspection, Montague notified MassDEP that the contact information for MassDEP and the USEPA has been updated.**

During the MassDEP inspection, Montague provided these collection systems for a review,

- a. Combined Sewer Overflow (CSO) Long-Term Control Plan (LTCP) Update (June 2023)
- b. Annual Reports for Industrial Pretreatment Program (2021)
- c. CSO Monitoring Report (2022)
- d. Modified Implementation Plan
- e. CSO Notification Plan

During the MassDEP inspection, the operator provided a copy of Massachusetts Department of Labor and Standards "closed" letter from September 23, 2024, for a review.

Please reach out to MassDEP with any questions regarding physical modification to treatment works. **No person shall make major physical modifications to existing treatment works, or such modifications will significantly affect treatment efficiency without the prior written approval of the Department.**

Montague's projects that are completed within last ten years, in-process and future projects are listed below,

Completed Projects (over the last 10 years)

1. Chlorine Conversion-Gas to Liquid (2022)
2. Admin Building Underground Storage Tank (fuel oil) Removal (2019)
3. Aeration Blower and Diffuser Upgrade (2025)
4. Main Facility Generator and Transfer Switch Replacement (2025)
5. Pump Station Generator Replacements:
 - a. G St (2024)
 - b. J St (2024)
 - c. Denton St (2025)
 - d. Lake Pleasant Rd (2025)
 - e. Portable Generator (2025)
6. Network Communications Upgrade (fiberoptics line from admin building to ops building) (2021)
7. Primary Sludge Pump x2 Replacements (2018, 2020)
8. 1st St Pump Station Upgrade (2016)
9. Poplar St Pump Station Upgrade (2016)
10. Sludge Dewatering Screw Press Upgrade (2021)
11. Primary Effluent Screw Pumps, Pump Building, and HVAC Upgrade (2025)
12. Industrial Blvd Pump Station Upgrade (2024)
13. Pump Station Comms/Remote Viewing/Alarms x8 Upgrade (2021-2022)

In-Process Projects

1. Septage Receiving Station Upgrade (2025-2026)
2. Montague Center Pump Station (2025-2026)
3. Thickened Sludge Pumps x2 Upgrade (2026)

Tentative Upcoming Projects

1. Secondary Clarifier Mechanism Upgrade and Tank Rehab x2 (FY27)
2. Facility Planning Study (focusing on updating the Primary Treatment/Operations section) (FY27)
3. G St and J St Pump Station Upgrades (FY28)
4. Chlorine to UV Disinfection (FY29)

During the MassDEP inspection, the operator informed MassDEP that the Asset Management Plan (AMP) is currently being prepared by Wright Pierce and it could potentially be ready by 2026.

MassDEP Western Regional Office (WERO) is transitioning from the current hard copy paper filing format to a more efficient electronic version moving forward. As an example, deliverables required per 314 CMR 12.00, and/or 314 CMR 3.00 (for example, responses to this report, annual infiltration and inflow (I/I) reports, Monthly Operating Reports (MORs),

Alarm Reports, sewer connection reports, or generator reports) can be emailed to the WERO WPC email address at massdep.wero.wastewater@mass.gov.

Within 30 days of receipt of this inspection report, notify MassDEP that you have received this report and provide the date your facility will address any deficient items listed in this report.

Thank you for your time and attention to these matters. If there are any questions regarding this report, please contact me at Hem.Pokharel@Mass.Gov.

Sincerely,

Hem Kumar Pokharel

Hem Pokharel, P.E.
Section Chief, Wastewater Management
Bureau of Water Resources

Enclosure: Inspection Report;

DEP file: W:\BWR\WPC\wpcdoc\Inspection Report Forms\NPDES\Montague\ MA0100137-2026-04-02- 2026 CEI Report - Montague WPCF

ecc:

Chelsey Little: chelseyl@montague-ma.gov ;
Montague BOH: healthdir@montague-ma.gov ;
MassDEP WERO: massdep.wero.wastewater@mass.gov; James.Gibbs@Mass.gov ;
U.S. EPA, Region 1: rennie.gary@epa.gov

COMPLIANCE EVALUATION REPORT

REPORT ON OPERATIONS AND MAINTENANCE OF WASTEWATER TREATMENT PLANT

I. INSPECTION INFORMATION

Inspection Date: May 8, 2025

Inspector(s): Hem Pokharel

Personnel Interviewed: Chelsey Little & Samuel Urkiel

Type of Treatment: 6 C, Conventional Activated Sludge

II. PERMITTEE INFORMATION

Facility Name: Montague CWF

Telephone Number: 413-773-8865

Facility Address: 34 Greenfield Road, Montague, MA 01351

Permit Number: MA0100137

Permittee: Town of Montague, Massachusetts

Receiving Water/Classification: Connecticut River / Class B / Surface

Issuance Date: October 19, 2023

III. GENERAL FACILITY INFORMATION

	<u>Discharge Limitation</u>	<u>Current Loading</u>
<u>Flow (MGD):</u>	1.83	0.32 ~ (2025 daily rolling avg.)
<u>BOD₅ (lb/year):</u>	167,349	36,844 (lb/year in 2025)
<u>TSS (lb/year):</u>	167,349	25,284 (lb/year in 2025)

Collection System: Combined _____ Separate _____ Both X

Infiltration/Inflow: Study _____ Corrected _____ Full/Partial X

MAJOR CONTRIBUTING INDUSTRIES (With Pretreatment) Yes X No _____

PRETREATMENT: Submitted: X Approved: X (2021) Implemented: X

MAJOR CONTRIBUTING INDUSTRIES (With Pretreatment) Yes X No _____

IV. PLANT OPERATIONS AND MAINTENANCE UNIT OPERATIONS

ITEMS	YES	NO	COMMENTS
Identification system for all equipment	X		
Nameplate information centralized	X		
Preventative maintenance system verifiable	X		
Manufacturer's O & M specifications	X		
Equipment history records	X		
Equipment works orders	X		
Orderly area for spare parts	X		
Spare parts inventory system	X		

V. 2025 BUDGET AND PERSONNEL

Salaries	Electrical	Chemicals	Engineering	Maintenance	Residuals Disposal	TOTAL \$
2025 Annual Expensed Budget						3,119,324

Sewer Rates: \$ 18.00/1000 gallons (Residential customers)

Total on Site: 9 Total Certified: 8 Day Shift Operators: 8

Superintendent of WPC Division: Chelsey Little

Chief Operator: Chelsey Little

Lead Operator: Timothy Little

Maintenance: Timothy Peura

Day Shift:

The facility currently operates 7 days per week, 365 days per year. It is staffed and operated Monday- Friday for eight hours per day, by nine staff members. During weekends and holidays, the facility is staffed and operated for three hours per day, by two staff members. All staff are available to respond to the facility during an emergency, with weekly emergency lead and lag phones used for call-ins/alarms.

The facility currently operates with a single first shift, usually between the hours of 0600-1400 with administrative staff on site, typically between the hours of 0800-1600. The facility currently has eight (8) licensed operator positions on staff.

Emergency Operations: The chief operator and assistant operator on call for emergency operations.

Collection System Maintenance: The DPW Superintendent is responsible for the collection system maintenance.

Meet "Board of Certification" staffing requirement: Y X No

VI. PLANT OPERATIONS AND MAINTENANCE UNIT RATING

RATING CODES: **S**=Satisfactory **U**=Unsatisfactory **M**=Marginal **IN**=In operation **OUT**=Out of Operation **N/A** = Not Applicable **N/O** = Not Observed

		RATING	TYPE	COMMENTS
GENERAL				
	Housekeeping	S		
	Potable water supply protection	S		
	Collection System	S		
	Safety Features	S		
	Bypasses (CSOs)	S		
	Receives Septage	S		Septage Receiving Station Upgrade (2025-2026)
	Wet weather chlorine contact tank	S		
	Off-Site Alarm System	S		
PRELIMINARY				
	Maintenance of collection Systems	S		
	Pump stations	S		
	Ventilation	S		
	Bar Screen	S		
	Disposal of screenings	S		
	Grit chamber	S		
	Grit Disposal	S		
	Side Stream Flows	S		
PRIMARY TREATMENT				

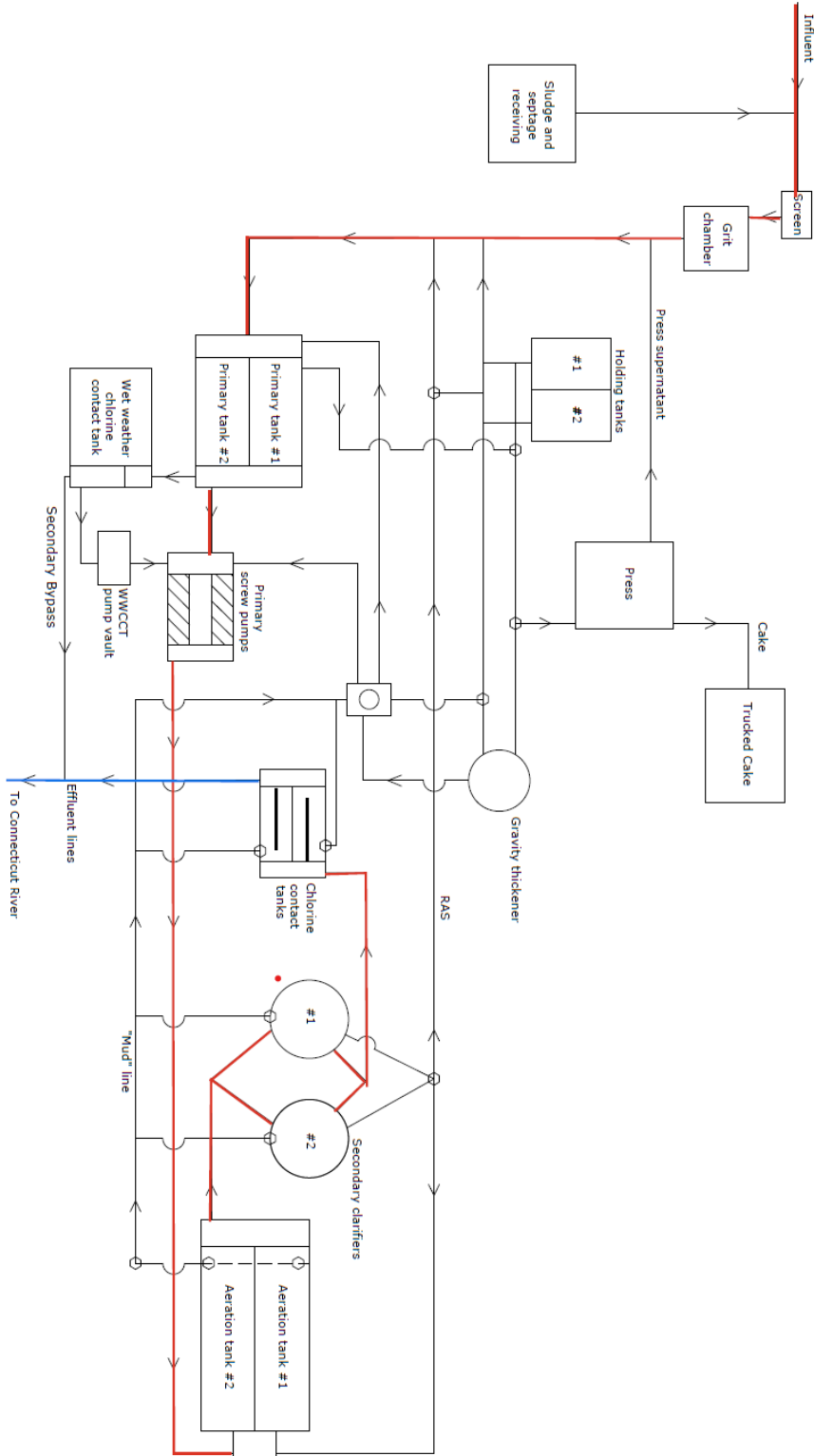
	Settling tanks	S		
	Scum removal	S		
	Sludge removal	S		
	Effluent	S		
	Primary pumps	S		
SECONDARY				
	Aerations tanks	S		
	Secondary clarifiers	S		
	Return pumps	S		
SLUDGE PROCESS				
	Gravity thickener	S		
	Rotary press	S		
	Disposal of sludge	S		
	Chemicals	S		
DISINFECTION				
	Chlorine	S		
	Dechlorination			
OTHER				
	Lab Equipment	S		
	Monitoring Equipment	S		
	Records	S		
	Lab Controls	S		
	Effluent Sampler	S		
	Standby Generator	S		

VII. APPENDIX

A. Description of the Town of Montague CWF

Process Description: Flow arrives at the operations building via gravity mains with 8 pump stations and 4 grinder pumps that serve the villages of Turners Falls, Montague City, Montague Center, Lake Pleasant, and the neighboring town of Gill. It goes through an aerated grit chamber and mechanical bar screen before flowing by gravity through four 34k gallon primary clarifiers. From the primaries, two screw pumps send the primary effluent to two 230k gallon aeration tanks at a higher elevation and equipped with coarse bubble diffusers provided with air via one 50hp and two 100hp blowers. Secondary clarification takes place in two 50 ft. diameter clarifiers with the secondary effluent flowing into two 25k gallon chlorine contact chambers, where it is disinfected with liquid chlorine before discharging into receiving waters.

B. Figure 1: Town of Montague CWF treatment process flow diagram





Department of Environmental Protection

Western Regional Office

Address: 436 Dwight St, Springfield, MA 01103 | Phone: 413-784-1100

Maura T. Healey
Governor

Kim Driscoll
Lieutenant Governor

Rebecca Tepper
Secretary

Bonnie Heiple
Commissioner

March 31, 2026

Ms. Chelsey Little
Town of Montague Clean Water Facility
34 Greenfield Road
Montague, Massachusetts 01351

Sent via electronic mail: cwf.supt@montague-ma.gov

Re: **NOTICE OF NONCOMPLIANCE: 00022424**

Noncompliance with M.G.L. Chapter(s): 21, §§ 26-53, 314 CMR 3.00 and 314 CMR 12.00

At: Town of Montague Clean Water Facility
34 Greenfield Road
Montague, Massachusetts 01351

Program ID # 192-001
NPDES Permit: MA0100137
Status: Effective

Issuing Bureau: BWR
Issuing Region/Office: WERO
Issuing Program: WPC
Primary Program Cited: WPC
Subpgm(s) Cited: NPDES

Dear Permittee,

The Massachusetts Department of Environmental Protection (“MassDEP” or the “Department”) has observed or determined that activity occurred at the Montague Wastewater Treatment Plant in noncompliance with one or more laws, regulations, orders, licenses, permits, or approvals enforced by MassDEP.

Enclosed please find a Notice of Noncompliance (NON), an important legal document describing the activities that are in noncompliance.

Please address your reply to this Notice of Noncompliance to the undersigned and electronically send your reply to this Notice of Noncompliance by e-mail to massdep.wero.wastewater@mass.gov , with copies to sara.wolanski@mass.gov .

Sincerely,



Date: March 31, 2026

Hem Pokharel, P.E.
Section Chief, Wastewater Management
Bureau of Water Resources

HP/sw

<https://massgov.sharepoint.com/sites/DEP-WERO/WERO/BWR/WPC/.wpcdoc/Enforcement Docs/NPDES/Montague Municipal/MA0100137-2026-3-31-NON 00022424- DMR-Montague CWF>

Enclosure: NON Form

ecc: WERO File; massdep.wero.wastewater@mass.gov
Montague BOH: healthdir@montague-ma.gov
James Gibbs – MassDEP: james.gibbs@mass.gov

NOTICE OF NONCOMPLIANCE

THIS IS AN IMPORTANT NOTICE. FAILURE TO TAKE ADEQUATE ACTION IN RESPONSE TO THIS NOTICE COULD RESULT IN SERIOUS LEGAL CONSEQUENCES.

Based on the Massachusetts Department of Environmental Protection's ("MassDEP" or "Department") records review, noncompliance activity occurred or was observed at the Town of Montague Clean Water Facility located at 34 Greenfield Road, Montague, Massachusetts 01351, in violation of one or more laws, regulations, orders, licenses, permits, or approvals enforced by MassDEP.

This Notice of Noncompliance describes (1) the requirement violated, (2) the date and place on which MassDEP asserts the requirement was violated, (3) either the specific actions which must be taken in order to return to compliance or direction to submit a written proposal describing how and when you plan to return to compliance, and (4) the deadline for taking such actions or submitting such a proposal.

If the required actions are not completed by the deadlines specified below, an administrative penalty may be assessed for every day after the date of receipt of this Notice that the noncompliance occurs or continues. MassDEP reserves its rights to exercise the full extent of its legal authority in order to obtain full compliance with all applicable requirements, including, but not limited to, criminal prosecution, civil action including court-imposed civil penalties, or administrative action, including administrative penalties imposed by MassDEP.

NAME OF ENTITY(S) IN NONCOMPLIANCE:

Town of Montague

LOCATION(S) WHERE NONCOMPLIANCE OCCURRED OR WAS OBSERVED:

Town of Montague Clean Water Facility
34 Greenfield Road
Montague, MA 01351

DATE(S) WHEN NONCOMPLIANCE OCCURRED OR WAS OBSERVED:

7/31/2025 and 9/30/2025

DESCRIPTION OF NONCOMPLIANCE:

The Department's records review of Discharge Monitoring Reports (DMR) shows that the Town of Montague Clean Water Facility had the following NPDES Permit exceedance(s) or failure to meet:

A. SURFACE WATER DISCHARGE PERMIT PROGRAM

1. MassDEP Regulations at 314 CMR 3.19(2) state *"Duty to Comply. The permittee shall comply at all times with the terms and conditions of the permit, any conditions included in a related water quality certification issued by the Department, 314 CMR, the Massachusetts Clean Waters Act, M.G.L. c. 21, §§ 26 through 53, and all other applicable state and federal statutes and regulations."*
2. MassDEP observed the following effluent exceedances or failure to maintain the Town of Montague's NPDES Permit (MAG0100137) limitations per its DMR submissions for July through December 2025.
 - a. Violation of the daily maximum e. coli limit of 409 CFU during July and September 2025.

ACTION(S) TO BE TAKEN AND THE DEADLINE FOR TAKING SUCH ACTION(S):

The following action(s) to be taken have individual deadlines associated with them. The Town of Montague shall take the necessary steps to correct the violations within the specified deadlines as noted and shall return to compliance with the requirements described below. MassDEP's regulations at 310 CMR 5.09 presume that you receive this Notice of Noncompliance, if delivered by regular mail, three business days after it was issued (i.e., the date of the cover letter).

All deliverables required per this Notice of Noncompliance shall be submitted electronically by e-mail, Microsoft One-Drive, or other methods approved by MassDEP in writing.

A. SURFACE WATER DISCHARGE PERMIT PROGRAM

1. Within sixty (60) days from the date of receipt of this Notice of Noncompliance, Town of Montague shall submit to MassDEP a status report of any corrective actions planned or being taken to achieve or maintain compliance with its specified NPDES Permit parameters. This may include but is not limited to extra sampling, a review of laboratory standard operating procedures, inspection of disinfection system for short circuiting, etcetera. Any and all supporting documentation shall be included with the response to MassDEP.

Please address your reply to this Notice of Noncompliance to the undersigned, and electronically send your reply to this Notice of Noncompliance by e-mail to massdep.wero.wastewater@mass.gov, with copies to sara.wolanski@mass.gov.

Sincerely,

Hem Kumar Pokharel

Date: March 31, 2026

Hem Pokharel, P.E.
Section Chief, Wastewater Management
Bureau of Water Resources

Permit Summary February 2026

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.468
BOD mg/L	30 mg/L (Average Monthly Max)	14.8
BOD % Removal	>/= 85.0% (Average Monthly)	95.5%
TSS mg/L	30 mg/L (Average Monthly Max)	12.1
TSS % Removal	>/= 85.0% (Average Monthly)	98.1%
pH Low	6.0 SU (Daily)	7.06
pH High	8.3 SU (Daily)	7.67
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	N/A
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	N/A
Total Chlorine	1.0 mg/L (Daily Max)	N/A
Total Nitrogen	153 lbs/day (Average Monthly Max)	28.7

MGD=Millions of Gallons per Day (standard water/wastewater flow measure)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligrams per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

*Note: Summary subject to change pending final data review and submittal to EPA/DEP

Permit Summary March 2026

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.676
BOD mg/L	30 mg/L (Average Monthly Max)	20.3
BOD % Removal	>= 85.0% (Average Monthly)	96.0%
TSS mg/L	30 mg/L (Average Monthly Max)	21.4
TSS % Removal	>= 85.0% (Average Monthly)	95.5%
pH Min	6.0 SU (Daily)	6.91
pH Max	8.3 SU (Daily)	7.53
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	N/A
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	N/A
Total Chlorine	1.0 mg/L (Daily Max)	N/A
Total Nitrogen	153 lbs/day (Average Monthly Max)	37.9

MGD=Millions of Gallons per Day (standard water/wastewater flow measure)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligrams per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

*Note: Summary subject to change pending final data review and submittal to EPA/DEP



TOWN OF
MONTAGUE
MASSACHUSETTS

Selectboard Office
One Avenue A
Turners Falls, MA 01376

413-863-3200
Ext. 108

NOTICE OF AWARD

To: **H.M. Nunes & Sons Construction, INC.**

From: **Town of Montague, MA Selectboard**

Date: **APRIL 13, 2026**

Subject: **Award of Contract: AVENUE A STREETScape IMPROVEMENTS 5.1 CONSTRUCTION PROJECT**

Project Description: The Town of Montague, the Awarding Authority, invited sealed bids for Avenue A Streetscape Improvements 5.1 Construction Project in the Village of Turners Falls, Montague, Massachusetts, in accordance with the documents prepared by Berkshire Design Group, Inc. dated March 4, 2026.

The Town of Montague has considered the BID submitted by you for the above-described work in response to its Invitation to Bid dated March 4, 2026, and Instructions to Bidders, as amended.

You are hereby notified that your base BID has been accepted for all labor and materials in the amount of **THREE HUNDRED NINETY-NINE THOUSAND and 00/100 Dollars (\$399,000.00)**

You are required by the Invitation to Bidders to supply the Town of Montague (owner) and the Franklin County Regional Housing & Redevelopment Authority (HRA), grant administrator, the following information along with the submission of the signed Agreement:

1. General Contractor submission requirements

- Federal ID. # (Form W-9), copies of licenses and certifications, if applicable
- A 50% Payment Bond to the **Town of Montague**
- Certificates of Insurance as required by paragraph 29 of the General Conditions of the Owner/Contractor Agreement in the name of the **Town of Montague.**
- Form of General Contractor's Equal Employment Certification (State)
- Certification of Bidder Regarding EEO (Federal)
- Certification of Bidder Regarding Section 3 & Segregated Facilities (Federal)
- HUD Labor Standards: Certification Concerning Labor Standards and Prevailing Wage Requirements (Federal)
- Assurance of Compliance with Section 3 (Federal)
- Section 3 Plan (Federal)
- Executive Order 481– Contractor Certification
- Financial Disclosure Form
- Drug-Free Workplace – Contractor Certification

The Town of Montague is an equal opportunity provider and employer

- A list of potential subcontractors that are to be contracted on this project
 - Subcontractors must attend Preconstruction Conference, unless exempted by the town
- HUD Labor Standards: Subcontractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements must be submitted prior to the issuance of the Notice to Proceed
- Contracts between General Contractor and their Sub Contractors are required to be submitted for review within Two (2) weeks of the Notice to Proceed

The numbers of the applicable wage decisions, which were part of the bid documents and will be contained in the contract are: 20260226194154 Issued 02/27/2026 (State) and General Decision No. MA20260010 Dated: 01/02/2026 (Federal).

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Franklin County Regional Housing & Redevelopment Authority (HRA), Attn: Brian McHugh, 241 Millers Falls Road, Turners Falls, MA 01376

Dated this 13TH day of April, 2026

TOWN OF MONTAGUE

Selectboard, Chair

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this the _____ day of _____ 2026

Signed: _____

Title: _____

The Town of Montague is an equal opportunity provider and employer

**FIRSTLIGHT MA HYDRO LLC
LICENSE AGREEMENT
(Short Term Use)**

This LICENSE AGREEMENT (the "License Agreement" or "License") is made effective as of the date fully executed below by and between **FirstLight MA Hydro LLC and/or Northfield Mountain LLC**, as Delaware limited liability companies in their capacity as the licensee of the Turners Falls Hydroelectric Project, FERC License #1889 and/or Northfield Mountain Project No. P-2485, ("FirstLight" or "Licensor") and **Suzanne LoManto on behalf of RiverCulture/Town of Montague**, an [individual on behalf of the organizations] (the "Licensee").

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FirstLight hereby grants a non-exclusive license to Licensee for the Use (as defined below) and no other use or benefit, on the following terms and subject to the following conditions:

1. DEFINED TERMS.

The following terms shall have the meanings specified wherever used in this License Agreement:

- A. FERC. The Federal Energy Regulatory Commission.
- B. PROJECT. FERC Licensed Project No. 2485 and Project No. 1889 which include the Northfield Mountain, and Turners Falls Projects, and accompanying lands including recreational land, located in or near the municipalities of Northfield, Erving, Gill, Greenfield and Montague, Turners Falls, Massachusetts; Vernon, Vermont; and Hinsdale, New Hampshire.
- C. PROPERTY. That certain property further described or defined on Exhibit "A" attached hereto and incorporated herein.
- D. FACILITY. If applicable, the facility further described or defined on Exhibit "B" attached hereto and incorporated herein.
- E. USE. The use or uses described on Exhibit "B" attached hereto and incorporated herein, and for no other use or purpose.
- F. TERM. The term designated on Exhibit "B" attached hereto and incorporated herein, provided, however, that the Term may be terminated in advance of its expiration pursuant to the provisions otherwise set forth in this License.
- G. LICENSE FEE. The fee, if any, further described in Exhibit "B" attached hereto and incorporated herein.

2. TERM AND TERMINATION.

- A. The Term of this License shall commence upon and continue for the period designated on Exhibit B, subject to earlier termination pursuant to the provisions set forth herein. Notwithstanding the designated Term, this License shall terminate: (i) immediately upon the date that this License is recorded without the prior written consent of FirstLight; (ii) upon Licensee's failure to cure a default by Licensee hereunder, following written notice and expiration of the cure period, if any, of such default from

Licensor to Licensee, if the terms hereof expressly provide for such notice and a right to cure; or (iii) if this License would prevent Licensor from complying with any present or future law, license, regulation, rule, order or decree of any governmental or regulatory authority; or (iv) if Licensor is required to do so by any governmental or regulatory authority; or (v) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use.

- B. If termination of this License is required by any governmental or regulatory authority, such termination shall occur on the date so required by said governmental or regulatory authority. If no such date is specified by said governmental or regulatory authority, this License shall terminate upon seven (7) days prior written notice to Licensee.
- C. Termination of this License shall not affect Licensee's obligations under this License Agreement that arose on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement. This License Agreement may be terminated at any time by either party upon providing prior written Notice as set forth in Section 14, B.

3. ENFORCEMENT.

- A. Licensor reserves the right to impose enforcement fees for, and otherwise exercise its rights with respect to, any unauthorized use of any portion of the Property, including without limitation, failure to receive prior written approval from Licensor for any use other than the Use, violation of this License, or violation of any provision of the FERC license of the Property. Such enforcement action by Licensor may include, but is not limited to: a trespass, cease and desist or similar court proceeding; removal of unauthorized improvements at Licensee's expense; termination or revocation of this License; prohibition of Licensee from receiving any future licenses for use of any portion of the Property; collection of enforcement fees from Licensee of up to One Thousand Dollars (\$1,000) per violation per month. Licensee agrees that, as a condition of this License, it will pay all legal fees and expenses incurred by Licensor in bringing any enforcement action against Licensee for the violations described in this section.
- B. If Licensor is cited for a regulatory violation that occurred as a result of Licensee's actions, then Licensee will reimburse Licensor for any fines or fees assessed by such regulatory agency and will cure said violation at Licensee's expense.

4. NO WARRANTIES.

LICENSOR MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE, FITNESS OR CONDITION OF THE PROPERTY OR THE FACILITY, EXPRESS OR IMPLIED, OF ANY KIND, AND LICENSEE USES EACH IN "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS. Licensee hereby acknowledges that it has inspected the Property and has determined that it is suitable for Licensee's Use, that it is not relying on any oral or written representation by FirstLight concerning the Property, and that Licensor is under no obligation to maintain the Property for Licensee's Use.

5. RIGHTS OF OTHERS.

This License is made without any warranty of Licensor's title and subject to such rights of others as may appear of record or be apparent from inspection. Without limiting the foregoing, Licensee acknowledges that nearby owners of property may have non-exclusive rights to access the Project waters, and/or may be using the Property.

6. COMPLIANCE WITH LAWS.

- A. Licensee understands FERC requires that (i) use of Project land and/or waters by third parties pursuant to a license issued by Licensor not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, (ii) any such third parties take all reasonable precautions to ensure that the construction, operation, and maintenance of structures and facilities covered by this License occur in a manner that protects the scenic, recreational, and other environmental values of the Projects, and (iii) any such third parties not restrict public access to Project lands and/or waters.
- B. Licensee at its sole cost and expense shall comply with all local, county, state or federal laws, codes or ordinances of any description applicable to the Facility and Licensee's Use of the Property including but not limited to zoning, building, engineering, sanitation, health, wetlands, or other environmental laws, and shall promptly remedy any breach of the same. As a condition of entering into the License Agreement, Licensee shall provide evidence reasonably satisfactory to Licensor that all required consents and permits are in force for Licensee's Use.
- C. Licensee understands and agrees that FERC reserves the right to require FirstLight to take reasonable remedial action to correct any violations for the protection and enhancement of the Project's scenic, recreational and other environmental values. Licensee shall promptly remedy Licensee's breach of any law, regulation, permit, license, or term or condition of this License Agreement with respect to the Property or the Facility, at Licensee's sole cost and expense. If Licensee fails or refuses to comply or remedy any such breach, then any cost and expense incurred by Licensor in effecting such compliance or remediating any such breach shall be immediately reimbursed by Licensee upon demand.
- D. Licensee shall not at any time use or store or allow to be released or discharged any pollutant, "hazardous waste" or "hazardous substance" (as those terms may be defined by any applicable federal, state or local law, rule or regulation), or oil, petroleum, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively "Hazardous Substances") on the Property, except of such types and in such quantities and containers as are reasonably necessary for the use of the Property as contemplated herein (for example, handheld containers of gasoline for lawnmowers or boats) and are stored in amounts and containers permitted by applicable environmental, health and safety laws and regulations. Upon Licensor's request, Licensee shall provide evidence reasonably satisfactory to FirstLight that all required consents or permits are in force for Licensee's Use of the Property.
- E. Licensor shall conduct, or cause to be conducted, such environmental inspections, site

assessments and tests at such times and to such extent as required by law or any regulatory agency or as reasonably warranted due to the Use of the Property by the Licensee, to monitor the environmental conditions of the Property and the Project waters, provided that such inspections, site assessments, and tests shall not unreasonably interfere with Licensee's Use of the Property and the Project waters. Licensee shall bear the full cost and expense of any such inspections, site assessments and tests, including any related laboratory fees. Licensee shall indemnify and hold Licensor harmless from and against any claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, including without limitation, attorneys', consultants' and laboratory fees, incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Property or to the Project waters from use of the Property by Licensee or those otherwise permitted on the Property by Licensee, any required clean-up or other remedial action on the Property and/or a lien on the Property in favor of any governmental authority for clean-up or other remedial action for such use by such parties.

- F. In the event that archeological materials or human remains are found by Licensee or any party acting on behalf of Licensee during any ground-disturbing activities at or near the Property or the Project, Licensee shall stop such activity immediately and immediately notify FirstLight of such findings. No such further activity shall be permitted until Licensor has notified Licensee in writing.

7. PRIORITY OF FIRSTLIGHT OPERATIONS AND RIGHT TO ENTER.

- A. Licensee acknowledges that the License is subject to the terms and conditions imposed by the FERC Project licenses or to be imposed by FERC in connection with any order relative to or affecting this License or any new license issued by FERC for the Project during the term of the License. FirstLight shall have the right to impose additional conditions upon Licensee's use of the Property to assure the safety of Licensor's facilities which are presently or may in the future be located within or in the vicinity of the Property. Licensee shall permit equal and unobstructed use of the Property by all members of the public regardless of race, creed, religion or sexual orientation and in compliance with all federal, state and local laws, regulations, ordinances and requirements.
- B. The operations of the FERC Projects shall have priority over the License herein granted. Following the expiration or earlier termination of this License Agreement, Licensor will not have any obligation to accommodate Licensee's Use.
- C. Licensee acknowledges and agrees that (i) the purpose of the Project is for the generation of electric power; (ii) this License does not affect Licensor's right to alter the level of the Project waters, between 176 and 185 feet above sea level as measured at the Turners Falls Gatehouse, or otherwise continue its use of such waters for its business purposes and Licensor is under no obligation, either direct or implied, to maintain the level of the Project waters at any given point; and (iii) the use of the Property and the exercise of any rights granted hereunder shall not in any way or at any time interfere with any use to which Licensor may put the Project waters or the Property (including, but not limited to, changing the levels of the waters (up or down), by adding or withdrawing water, flooding

with water and ice of the Property or any draining of the Project waters) in connection with the operation of the FERC Projects.

- D. Licensor shall have the right, at any time and without liability or compensation to Licensee, to enter and use the Property for its business purposes, and to install, use, repair, maintain, relocate and remove facilities that presently exist or may in the future be located within the Property as part of FirstLight's business operations.
- E. FirstLight reserves the right to enter upon and use the Property at any time for any purpose, in its sole discretion, including, without limitation, the right to cut and remove wood, brush and timber in connection with the operation of the FERC Projects.
- F. By accepting this License, Licensee releases FirstLight from any and all liability for damages to Licensee's property caused by Licensor's entry and use of the Property or by exercise of FirstLight's right to flood and flow water.

8. INDEMNIFICATION.

- A. Licensee hereby agrees to defend, release, indemnify, protect and hold harmless FirstLight, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property from and against any and all loss, cost, damage, or expenses, including attorney's fees, arising out of Licensee's Use or occupancy of the Property, including without limitation all claims or suits for loss or damage to: (i) property of any description (including without limitation Licensee's property) or natural resources, including but not limited to damages alleged by other riparian owners, or (ii) personal injury, sickness or death of any person, including without limitation Licensee and its employees, agents, invitees, contractors and guests.
- B. Licensee waives any and all claims for damages it may now or in the future have against any of the Licensor, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property for injuries to persons, or damage to property, including without limitation indirect, incidental and consequential damages, arising out of or traceable to this License, the condition of the Property, or to any use to which Licensor may put the waters of the Connecticut River or the Property, and EXPRESSLY RELEASES such parties from any and all claims, provided the same do not arise out of the gross negligence or willful misconduct of Licensor.

9. LICENSEE'S WARRANTIES.

Licensee warrants that (i) its use of the Property and Project waters covered by this License shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, and (ii) it shall take all reasonable precautions to ensure that the construction, operation and maintenance of all structures, improvements and facilities authorized by this License will occur in a manner that protects the scenic, recreational, and other environmental values of the Project, and (iii) it shall not unduly restrict public access to Project lands and/or waters; and (iv) it will undertake all reasonable measures to ensure that debris, litter, bottles and any other materials are not thrown, dumped or otherwise deposited into the Project land and/or waters and will promptly clean up any such items that are in the Project waters and are traceable

to its operations.

10. INSURANCE.

- A. Licensee must provide to Licensor at least 7 days prior to the start of the Term of this License a certification of liability insurance coverage with respect to the Facility on Acord form 25 or its equivalent, evidencing commercial general liability insurance, with limits of at least \$2,000,000 per occurrence aggregate for bodily injury and property damage. The insurance certificate must identify the location of the Property, and such insurance coverage must be maintained for the Term of this License.
- B. All insurance policies required to be maintained by Licensee pursuant to this License shall be endorsed to: (i) name Licensor, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to Licensor prior to any cancellation or material change in any insurance policy; and (iii) provide a waiver of subrogation in favor of Licensor.
- C. To the extent applicable, Licensee shall guaranty and ensure that its contractors, subcontractors, agents or representatives performing work or services on the Property have obtained insurance coverages at the limits specified in this License. Licensee will be required to provide evidence of compliance with this section promptly when requested by Licensor. Failure to comply with this section may result in Licensor's termination of this License.

11. DEFAULT AND REMEDIES.

In the event Licensee: (a) fails to fully and completely perform in all material respects all terms, conditions, covenants and promises contained in this License Agreement and such default continues for more than seven (7) days after notice from FirstLight without cure satisfactory to FirstLight, or such other time acceptable to FirstLight as is necessary for Licensee to cure a non-monetary default; (b) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (c) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (d) makes an assignment for the benefit of creditors; (e) abandons its Use of the Property and/or the Facility; or (f) suffers this License to be taken on writ of execution; then FirstLight, in addition to all other remedies it may have, shall have the immediate right to terminate this License and to require, at its sole discretion, the removal of the Facility and/or all of Licensee's property from the Property. Licensee will at all times during the Term keep FirstLight informed of the current name, address, telephone number and other relevant contact information for Licensee.

12. FORCE MAJEURE.

To the extent either party is prevented by Force Majeure, as hereinafter defined, from carrying out, in whole or part, its obligations under this License and such party (the "Claiming Party") gives written notice and details of the Force Majeure to the other party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this License (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The party affected by Force Majeure will use

commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations as soon as possible; provided, however, that neither party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues. For purposes of this License, "Force Majeure" shall mean any event or circumstance having an adverse effect upon a party's ability to perform pursuant to this License if such event or circumstance is beyond the party's reasonable control. "Force Majeure" events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of governmental authorities, and strikes or lockouts which materially affect, impact or impede obligations under this License

13. IMPROVEMENTS AND RESTORATION.

- A. Licensee agrees promptly to remove any Facility or other improvements on the Property that become uninhabitable or unsafe, in the judgment of Licensor, during the term of this License. In the event that Licensee fails to do so within thirty (30) days of receipt of written notice from Licensor directing it to remove an unsafe Facility or improvement, Licensor may conduct such removal at Licensee's expense and shall invoice Licensee for all expenses associated with such removal, which invoice shall be due and payable within thirty (30) days of receipt.
- B. At the termination or expiration of this License, Licensee shall promptly remove the Facility, if any, and all of Licensee's personal property from the Property at the Licensee's sole cost and risk and restore the Property to a safe condition reasonably satisfactory to FirstLight within thirty (30) days of the date of such termination or expiration. Any personal property remaining on or near the Property following such thirty-day period may, at the sole option of Licensor, be removed by FirstLight without liability to Licensee with respect to such removed property, and all costs for removal, disposal and restoration shall be paid by Licensee. Licensee will be required to reimburse FirstLight for the expenses of such removal, disposal and any required restoration within thirty (30) days from the date of Licensor's invoice therefor.

14. GENERAL PROVISIONS.

- A. NO WAIVER. Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. SECTION HEADINGS. Section headings in this License are for convenience only and shall not affect the interpretation of the provisions hereof
NOTICES. Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address below, or at such other address for a party as that party may specify by written notice by: (i) delivery in hand, (ii) postage prepaid, United States first class mail, return receipt requested, (iii) overnight delivery service by a nationally-recognized courier, or (iv) email, provided that a copy of such notice is transmitted to the recipient on the next business day using any one of the preceding delivery methods.

Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

The mailing addresses of the parties for any such notices are as follows:

FirstLight : Attn: Land Management Dept.
Northfield Mountain
P.O. Box 100
Erving, MA 01344
land.management@firstlight.energy
recreation.management@firstlight.energy

With a Copy to:

Legal Department
FirstLight Power
100 District Avenue, Suite 102
Burlington, MA 01803
legal.notices@firstlight.energy

Licensee:

Suzanne LoManto

/ T.O.M.

1 Avenue A, Turners Falls,
MA 01376

suzanneL@montague-ma.gov

413-863-3200 ext. 115

- C. MISCELLANEOUS. This License Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns; (v) is not intended to inure to the benefit of any third party beneficiary; and (vi) shall be construed without any provision that is found to be invalid or unenforceable to the extent required to give effect to the remainder of its terms.
- D. APPLICABLE LAW. This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws provisions thereof. Any action or proceeding by either party to enforce or interpret this License shall be brought in federal or state court, as appropriate, located in Massachusetts, and Licensee hereby irrevocably and unconditionally waives its right to challenge its agreement that all such actions and proceedings shall be filed in federal or state court in Massachusetts. Both parties hereby waive a right to trial by jury in any such action.
- E. LEGAL FEES. In the event that a party initiates a legal proceeding to enforce the terms of this License, the prevailing party as determined by a final, non-appealable order from a court of competent jurisdiction, shall be entitled to recover its legal costs, fees and expenses arising out of such enforcement proceeding.
- F. NO ESTATE CREATED; PREREQUISITE TO ENTRY. This License Agreement shall not be construed as creating or vesting in Licensee any easement or interest in the Property, but only the limited right of Use under the License hereinabove described. Licensee shall have no right to enter the Property with respect to the Use until FirstLight has received a fully-executed counterpart of this License and Licensee's evidence of insurance coverage in accordance with the requirements of this License Agreement.
- G. CONFIDENTIALITY. Licensor and Licensee agree that the terms of this License

Agreement are considered confidential and proprietary, and may not be disclosed by either Licensor or Licensee to any third party (except FirstLight's or Licensee's attorneys, contractors and consultants) without the prior written consent of the other party; provided, however, such terms may be disclosed by either party where required by law or by order or direction of any court, commission or other administrative or governmental authority having jurisdiction over the subject matter of the License or the operations and assets of Licensor or Licensee.

- H. NO TRANSFER OR RECORDING. This License is personal to Licensee and shall not be assigned, transferred or recorded by Licensee without the express written consent of FirstLight, which consent may be withheld in Licensor's sole and absolute discretion. Any breach of the terms of this paragraph shall render this License immediately terminable at the option of Licensor. Licensor's right to terminate this License under this paragraph shall not be subject to any cure rights provided herein.
- I. CORPORATE LICENSEE: If Licensee is a corporation, partnership, limited liability company, trust or other entity, then: (i) each individual executing this License on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of such entity and that such entity has the power and authority to enter into this License and perform its obligations hereunder; (ii) Licensee represents that such entity is duly formed and is in good standing in its jurisdiction of formation and in Massachusetts; (iii) Licensee shall maintain its existence and good standing for as long as this License shall remain in effect; (iv) no ownership or beneficial interest in such Licensee shall be assigned or transferred without the prior written consent of FirstLight; and (v) Licensee shall promptly notify Licensor of any change in its name, existence, jurisdiction of formation or qualification to do business in Massachusetts. Upon request from FirstLight, Licensee shall deliver evidence of such entity's formation, authorization to do business, authorized officers or other representatives, or other entity information reasonably requested.
- J. INSPECTION. FirstLight reserves the right to inspect the Property and Facility to determine whether Licensee is in compliance with the terms and conditions of this License. The failure of Licensor to inspect the Property or the Facility shall not relieve Licensee of any obligation to maintain the Property and the Facility in accordance with the terms and conditions of this License.
- K. EXERCISE OF RIGHTS. Any failure of a party to exercise its rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the date last listed below by their duly authorized representatives.

LICENSOR:

By: _____

Name: Brian D. Wood, Senior Land Manager

Date:

LICENSEE:

**Town of Montague
1 Avenue A
Turners Falls, MA 01376**

**suzanneL@montague-ma.gov
413-863-3200 ext115**

By: _____

Suzanne LoManto, RiverCulture and Town of Montague

Date:

4/1/26

By: _____

Matthew Lord, Chair, Montague Selectboard

Date:

EXHIBIT A
License Property

That certain property owned by Licensor as shown on the map below:

RED BOX: Tent Location:



EXHIBIT B
(Short Term Use)

1. USE.

This License is granted to Licensee to: **Host an Indigenous Material Workshop with Elizabeth Jame Perry (Aquinnah Wampanoag) Elizabeth will bring natural dye for the purpose of teaching several traditional printing/dying techniques to the public. This event is free, sponsored by Montague Cultural Council, RiverCulture and the New England Foundation for the Arts..**

Property will be thoroughly clean after the Use, with absolutely no materials or evidence thereof, left on the Property.

2. FACILITY.

Any tents, tables, chairs, porta-potties or other improvements to support the Use.

3. CONDITIONS AND RESTRICTIONS.

A. Licensee shall:

- i. Be solely responsible for any erosion on the Property caused or exacerbated by the Use. In the event that FirstLight determines, in its sole discretion, that erosion within one-hundred feet (100') of the Use on the Property was caused or exacerbated by the acts of the Licensee and Licensee fails to adequately remedy or repair such erosion (the "Erosion Repair") to the reasonable satisfaction of Licensor within thirty (30) days of FirstLight's notice thereof, then Licensor may conduct such Erosion Repair at Licensee's cost and expense, and any such charge shall be due and payable to FirstLight within thirty (30) days of the date of the invoice therefor. In addition, Licensor may require Licensee to plant and maintain native vegetation in order to reduce erosion and run-off from the Property into the Connecticut River, which work shall be performed by Licensee at Licensee's expense.
- ii. Immediately cease all work on and Use of Licensor's property upon notification from Licensor of a license violation.
- iii. Comply with any and all reasonable conditions imposed by the Licensor from time to time in writing, as the same may be modified and/or amended from time to time by Licensor. Licensor specifically reserves the right to remove unauthorized contractors from the property and shall not be responsible for any costs to Licensee associated with such removal.

B. Except to the extent expressly permitted in this License, Licensee shall not undertake or permit without the prior written consent of Licensor:

- i. any use, other than the Use, of the Property; or

- ii. any excavation, grading or filling on the Property; or
- iii. construction of any structures, fixtures, improvements or temporary structures, including tents and trailers, on the Property; or
- iv. the removal of any timber, vegetation or plantings, except for any timber, vegetation and plants specifically permitted herein; or
- v. parking or storage, even temporarily of vehicles, materials or equipment on the Property contrary to the terms and provisions of the License until it has received FirstLight's prior written approval; or
- vi. third party contractors to perform work on the Property without the authorization of the Licensor and receipt by Licensor of evidence that the contractor is insured and has all necessary consents and permits for such work; or
- vii. the application of any fertilizer, pesticides, or herbicides to the Property;
- viii. or the kindling of any fires upon the Property.

4. TERM.

The Term shall commence on (05/29/2026, 8:00 a.m.), Eastern Time (ET) and will expire on (05/30/2026, 5:00 p.m.) ET, unless sooner terminated as provided in the License Agreement.

The Term hereof may be terminated by either party upon providing seven (7) days prior written notice by a party to the other party.

5. LICENSE FEE.

Licensee acknowledges and agrees that neither it nor any of its members or affiliates has paid or has agreed to pay to FirstLight any "charge" or "fee" as those terms are defined in Massachusetts General Laws Ch. 21 section 17C, as amended, in exchange for the rights, benefits and access provided by this License Agreement, and that the provisions of MGL Ch. 21 section 17C are applicable to this License and the parties hereto.



Office of the Selectboard

Town of Montague
One Avenue A
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108
Email: ferns@montague-ma.gov

TABLES AND CHAIRS LICENSE

YEAR 2026

Permit Number: 158

FEE: \$ 50 Paid 4/9/26

Date: 4-9-26

The undersigned petitions the Montague Selectboard for license to place tables and chairs at the location specified in the application.

BUSINESS: Country Creomee OWNER(S): Robyn Mason

ADDRESS: 52 AVE A Turners Falls MA 01376

1. The granting and use of this license is in accordance with the Policies for Placing Tables and Chairs in a Public Way approved by the Board of Selectmen June 17, 2002.
2. I/We agree to indemnify and hold the Town of Montague harmless from all claims for damage whatsoever arising from the occupation of said public ways under this license.
3. A Certificate of Insurance is attached and will be maintained in the amount of \$1,000,000/\$1,000,000.
4. Payment of the license fee and approval of Selectboard is required prior to placing tables and chairs on the public way or space. This license and the location diagram shall be available at the requested location for inspection during the time of use to any enforcing officer of the Town.
5. I/We have read the policy and agree to abide by all conditions stated.

Address: above

Email & Phone #: robymason36@yahoo.com

Printed Name: Robyn Mason Signature: [Signature]

Reviewed by: Superintendent of Public Works Samuel A Urkiel 4/9/2026
Signature Date

The Montague Selectboard voted to approve and license granted. 4-13-2026
Date

Chair, Montague Selectboard

Additional Conditions: _____
Business to conduct daily trash removal from street can as needed. DPW only removes 1-2 times weekly

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FRANKLIN COUNTY
SHERIFF'S OFFICE AND THE TOWN OF MONTAGUE POLICE DEPARTMENT
COORDINATION OF LAW ENFORCEMENT ACTIVITIES**

This Memorandum of Understanding ("MOU") is entered into on this 13th day of April, 2026, by and between The Franklin County Sheriffs Office (the "FCSO") and the Town of Montague Police Department ("MPD"). The FCSO and MPD are collectively referred to herein as "the Parties" and each as a "Party."

RECITALS

WHEREAS, the Parties are committed to the providing constitutional, professional, equitable, and community-oriented law enforcement services to the residents of the Town of Montague, subject to an alignment with public interests in safe, secure, and accountable policing, including, among other provisions: state-mandated public reporting, training, policy development, and certification requirements; local hiring and recruitment targets;

WHEREAS, MPD desires FCSO to exercise concurrent jurisdiction to the full extent of the lawful authority of the FCSO in the Town of Montague ("the Town");

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Massachusetts cooperate to the greatest extent possible to provide prompt, effective and professional police services, enforcement, and police operations;

WHEREAS, the Parties realize and agree that it is in the best interest of the citizens of the Town of Montague and in the furtherance of their respective goals to coordinate and cooperate in their respective law enforcement activities; and

WHEREAS, patrol officers of the Franklin County Sheriffs Office are P.O.S.T. certified to perform police duties in the Commonwealth under 555 CMR 9.00.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

A. Purpose and Objectives

This MOU has been developed to detail some of the working arrangements of the FCSO and the MPD in order to maximize effective cooperation between FCSO and MPD specifically as it relates to situations requiring a law enforcement response.

B. Jurisdiction of the FCSO

FCSO Deputy Sheriffs shall exercise concurrent jurisdiction with the MPD in the Town of Montague to the full extent of their lawful authority. When acting alone in the Town, an FCSO Deputy Sheriff may not affect a warrantless arrest unless given express authority for such warrantless arrest under statutory or common law. FCSO deputies may assist MPD Officers in affecting any and all arrests as requested by MPD.

C. Accident/Collision Investigations

While either Party may be the first to respond to a scene, the MPD will have primary responsibility in all investigations resulting in death or serious bodily harm.

D. Body Worn Cameras

MPD agrees to grant FCSO access to its body-worn camera (BWC) system for assistance in investigating any criminal or administrative matter.

E. Arrests/Prisoner Processing and Transport

1. When FCSO officers affect an arrest, they shall prepare an official police report in accordance with MPD policy and procedure.
2. When needed and in accordance with MPD policies and procedures, FCSO will be granted access to utilize MPD District facilities for the processing of detainees. At all times, FCSO will maintain custody of any detainee brought into an MPD facility

pursuant to this section, unless and until MPD takes custody of the detainee.

3. FCSO officers shall be responsible for the proper preparation of all charging documents for their arrests, unless MPD takes over as primary on the criminal investigation.
4. Personnel from FCSO will appear in court as is necessary to testify in any matter resulting from joint MPD/FCSO police action.

F. Crime Data/Police Records Information

1. FCSO patrol officers shall use the MPD's field reports or reports identical to such reports for incidents occurring within the Town. FCSO Deputies will submit all incident/field reports to MPD using the MPD's standard reporting policies and systems.
2. In accordance with applicable law and MPD policies and procedures, authorized FCSO personnel may be granted access to the records of the MPD for purposes of investigation, crime analysis, identifying trends and patterns, and statutory and/or regulatory reporting requirements.
3. The Parties shall retain and maintain all records and documents relating to this MOU for a minimum of seven (7) years from the termination of this MOU or pursuant to any applicable records retention schedule, or applicable statute of limitations, whichever is longer.

G. Miscellaneous

1. Both Parties provide education and training for in-service and advanced training and to the extent of available capacity, may offer the other agency the opportunity to participate. There may be costs and expenses associated with FCSO participating in

MPD education and training programs and these costs and expenses will be borne by FCSO.

2. In the event that either agency desires assistance from the other in particular circumstances not specifically discussed in this MOU (e.g., oversight of parades, public celebrations, etc.), but within the confines of jurisdiction of the agency being requested, the Parties agree that they will consider such assistance, in its sole discretion, following a written request from the other.
3. The FCSO shall share access to all incident reports to the MPD using the standard reporting policies and systems of the MPD as these are updated from time to time.
4. The MPD agrees to share special equipment when available/as may be needed from time to time for investigations.
5. A member of FCSO's senior leadership shall attend regular meetings with MPD to discuss and provide information on FCSO's operations. The frequency and scope of such meetings shall be determined by the Parties.

H. Term

1. The Initial Term of this MOU shall be for a period of one (1) year, starting from the date stated above and may be renewed yearly on that anniversary date for up to three (3) total years. Either Party may terminate this MOU for any reason including its own convenience upon written notice to the other party.

I. Limitation of Liability

Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Agreement, and neither party shall try to hold the other liable with respect to any matter not arising from the other party's actions or omissions.

J. Amendment / Modification

Any and all amendments or modifications to this MOU shall be in writing and executed pursuant to applicable laws and regulations governing this Memorandum of Understanding.

K. Applicable Law

In any and all matters covered by this MOU, the Parties hereto agree to act in accordance with and in compliance with all applicable provisions of Federal, State, and local laws, ordinances, and regulations.

L. Multiple Copies

This MOU shall be executed in any number of copies and each copy shall be deemed an original.

M. Notices

All notices, requests, claims, demands and other communications required or permitted under this MOU shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this MOU or such other address as either party may specify in writing to the following. All Notices shall be effective upon receipt by the party to which notice is given:

FOR THE MPD:

Jason Haskins, Chief of Police
Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376

FOR THE FCSO:

Lori M. Streeter, Sheriff
Franklin County Sheriff's Office
160 Elm Street
Montague, MA 01301

N. Non-discrimination

The MPD and the FCSO shall operate under this MOU so that no person otherwise qualified is denied participation or other benefits on the grounds of race, color, religion, ancestry, national origin, sex/gender, age, marital status, sexual orientation, disability or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

O. NO Joint Employment

The Parties acknowledge that the Parties' performance under this MOU creates no changes with respect to the employment terms, rights, and/or obligations of FCSO Deputies' employment with FCSO nor with respect to the employment terms, rights, and/or obligations of MPD Officers' employment with MPD.

P. Entire Agreement

IN WITNESS WHEREOF, the Parties hereby evidence their agreement to the above terms and conditions by having this Memorandum of Understanding to be executed and delivered as of the date first above written.

[Signatures to Follow]

MONTAGUE POLICE DEPARTMENT

By: _____

Name: Jason Haskins

Title: Chief of Police

MONTAGUESELECTBOARD

By: _____

Name: Matthew Lord

Title: Chair

FRANKLIN COUNTY SHERIFF'S OFFICE

By: _____

Name: Lori M. Streeter

Title: Sheriff of Franklin County

Accreditation

MONTAGUE POLICE DEPARTMENT

CHIEF JASON HASKINS



Initial Review of Operations, Policies, and Organizational Structure

Identified Gaps

- Professional consistency
- Written policy and procedural clarity
- Accountability systems

Gap Concerns

- Operational inconsistency
- Increased liability exposure
- Reduced organizational efficiency

The solution is not temporary fixes – it is adopting a proven, professional framework: Accreditation

The Solution

A Proven Framework

- Adopt a structured, professional system
- Utilize statewide accreditation standards

Goal: Transition from informal practices to standardized operations

What Is Accreditation

Accreditation is a **self-initiated process** where agencies adopt professional standards and prove compliance through internal and external review.

It is not symbolic

It is not a one-time achievement

It is an ongoing system of accountability

Accreditation verifies not just that policies exist – but that they are **implemented, documented, and followed.**

Certification vs Accreditation

CERTIFICATION

Only covers 178 **mandatory** standards

Must meet **100% of these standards**

ACCREDITATION

Includes

- Mandatory standards (178)
- **PLUS** additional best-practice standards (96)
- PLUS 55% optional standards (66)
- 340 standards in total

Certification is the minimum. Accreditation is the professional standard.

If we are going to invest the time and resources into improving this department, it makes far more sense to build a system that meets over 300 professional standards rather than stopping at the minimum 178.

What does this mean operationally?

EXAMPLE; USE OF FORCE (Actual Standard)

Must have:

- Written directives aligned with Massachusetts law
- Annual documented training
- Proof of compliance over multiple years
- Supervisor review and reporting requirements

This means we are not just saying we follow the law – we must **prove, document, and verify it every year.**

Why Accreditation Matters

Accountability

- Requires policies in writing
- Promotes accountability across all personnel

Independent Oversight

- External assessors review operations
- Provides **objective quality control**

Risk Reduction

- Identified as a **risk management tool**
- Helps prevent liability claims

Public Confidence

- Enhances reputation
- Builds trust with the community

The Process

Step 1: Self-Assessment

- Internal review of all operations (currently happening based on my previous experience with accreditation)

Step 2: Policy Development

- Write or revise directives

Step 3: Proof of Compliance

- Document real-world application

Step 4: External Assessment

- Independent review by trained assessors

Step 5: Ongoing Reassessment

- Required regularly (not one-time)

This is Voluntary – but Becoming Expected

Accreditation is currently voluntary

HOWEVER

- The Massachusetts Peace Officer Standards and Training Commission is moving toward higher standards
- Certification may soon become baseline expectation

We can either prepare now and lead – or wait and be forced to catch up.

Cost Reality

Direct Costs:

- Program dues
- Assessment costs

Real Costs:

- The primary cost is administrative time, organizational effort, and increased training requirements
 - Policy development
 - Documentation tracking
 - Training records
 - Compliance management

Organizational Impact

Requires:

- Written directives
- Compliance Logs
- Documentation systems
- Policy review

Proposal:

- Reallocate or increase administrative capacity
- Assign Accreditation Manager role
- Build sustainable systems

This is not adding bureaucracy – it is building infrastructure that will stand the test of time

Risk of Doing Nothing

Without accreditation:

- Policies may be:
 - Inconsistent
 - Outdated
 - Unverified
- Increased exposure in:
 - Use of force litigation
 - Personnel complaints
 - Training deficiencies

If we cannot prove what we do, we cannot defend what we do.

Return on Investment

Tangible:

- Reduced liability exposure
- Fewer claims and settlements

Operational:

- Standardized procedures
- Improved supervision

Strategic:

- Recruitment advantage
- Professional reputation

Recommendation

I recommend that the Town support the Montague Police Department in pursuing full Accreditation through MPAC, rather than stopping at Certification

- Long-term cost efficiency
- Stronger legal protection
- Higher professional standard

Date: 03/02/2026

Dear Members of the Select Board,

I am writing to express my interest in serving on the Zoning Board of Appeals for the Town of Montague, Massachusetts.

I officially became a resident of Montague again in July 2025; however, my connection to this community goes back much further. I lived in Montague during my early childhood for five years, and I have spent time in the area throughout my life, as this is the town where my father was raised. Because of this deep family and personal history, Montague has always held special meaning for me, and I am proud to once again call it home.

I am eager to be a positive and engaged member of the community and to make a meaningful impact. I understand that the Zoning Board of Appeals plays an important role in balancing responsible development with preserving the character and integrity of our neighborhoods. If appointed, I would approach the position with fairness, careful consideration, and respect for both the letter and the spirit of local zoning regulations. I believe thoughtful decision-making, consistency, and open communication are essential to maintaining public trust.

I am committed to listening to residents, reviewing matters thoroughly, and contributing to decisions that support the long-term well-being of Montague. It would be an honor to serve and to give back to a town that has been part of my family's story for generations.

Thank you for your time and consideration. I would welcome the opportunity to further discuss my interest in serving on the Zoning Board of Appeals.

Respectfully,

A handwritten signature in cursive script, appearing to read "Joseph Niedbala".

Joseph Niedbala

April 8th, 2026

Joshua Lively
Town of Montague
Zoning Board of Appeals
Chair

Dear Selectboard,

I am writing this recommend that Joseph Niedbala be appointed to the Montague Zoning Board of Appeals as a alternate member. Joe is a County Sheriff who lives with his new family in Randall Woods. He has expressed an interest in volunteering in town and making a difference and demonstrated the intent to learn more about how the zoning code affects and directs development. While not having a ton of experience with zoning he does seem eager to learn and reasonable in is demeanor, which are qualities I would very much encourage in our board. Thanks in advance.

Josh Lively

A handwritten signature in blue ink, appearing to read 'J. Lively', is positioned below the typed name.

Name: NIEDBALA, JOSEPH

MONTAGUE APPOINTED OFFICIAL

NAME: JOSEPH NIEDBALA

DATE: 4/13/2026

COMMITTEE: ZONING BOARD OF APPEALS (Alternate)

TERM: 1 YEAR

TERM EXPIRATION: 6/30/2026

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/14/26

NIEDBALA, JOSEPH personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **ZONING BOARD OF APPEALS (Alternate)** 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.

Financial Impacts of Planned Building Projects

An overview of the fiscal impacts of the proposed main branch library project and the Franklin County Tech School



Proposed Turners Falls Library



Proposed FCTS

Prepared by
Walter Ramsey, Town Administrator
Angelica Desroches, Town Accountant

April 8, 2026

Main Library

Proponent: Town of Montague

Total Project Cost: \$23,704,053

Town Share (52%): \$12,417,613

State Share (48%): \$11,286,440

State Funding Source: MA Public Library Construction Program

Town Election: June 24, 2026

Construction: 2027-2029

Franklin County Tech School

Proponent: FCTS School District

Total Project Cost: \$246,000,000

Town Share (13%): \$16,715,200

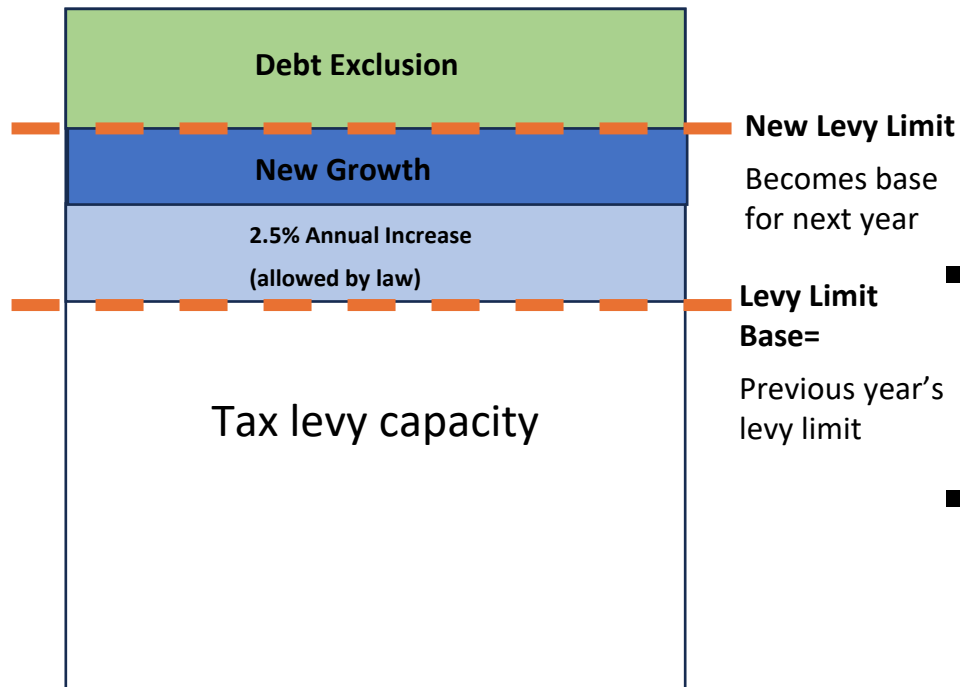
State Funding Source: MA School Building Authority (46% to 50% reimbursement)

District Election: October 6, 2026

Construction: 2028-2030

The vote sequencing for the projects is driven by timing of respective state funding programs. As a result, approval of the library project would commit a portion of the Town's future debt capacity before the outcome of the technical school vote is known.

Debt Exclusion Explained



- A debt exclusion is a **temporary** property tax increase that allows a municipality to raise funds above its normal levy limits to pay for large scale capital projects. The amount above the levy is equal to the debt payment for that fiscal year. The debt exclusion only lasts for the duration of the debt payments for the project.
- A debt exclusion allows the Town to tax above the 2.5% levy limit increase, which guarantees payment of the debt and does not put pressure on the operating budget.
- The Town does recognize that even though it does not put pressure on the internal operations of the Town finances, a debt exclusion does impact the personal finances of the taxpayers.
- To pass a debt exclusion a town needs both of the following:
 - A 2/3s vote at the Town Meeting
 - Simple majority in a town-wide election

AA Bond Rating (Standard and Poors)

AA is a very high-quality borrower rating-- Second highest category

- Very strong ability to meet financial obligations
- Low risk of default
- Strong financial management, budgeting, and reserves

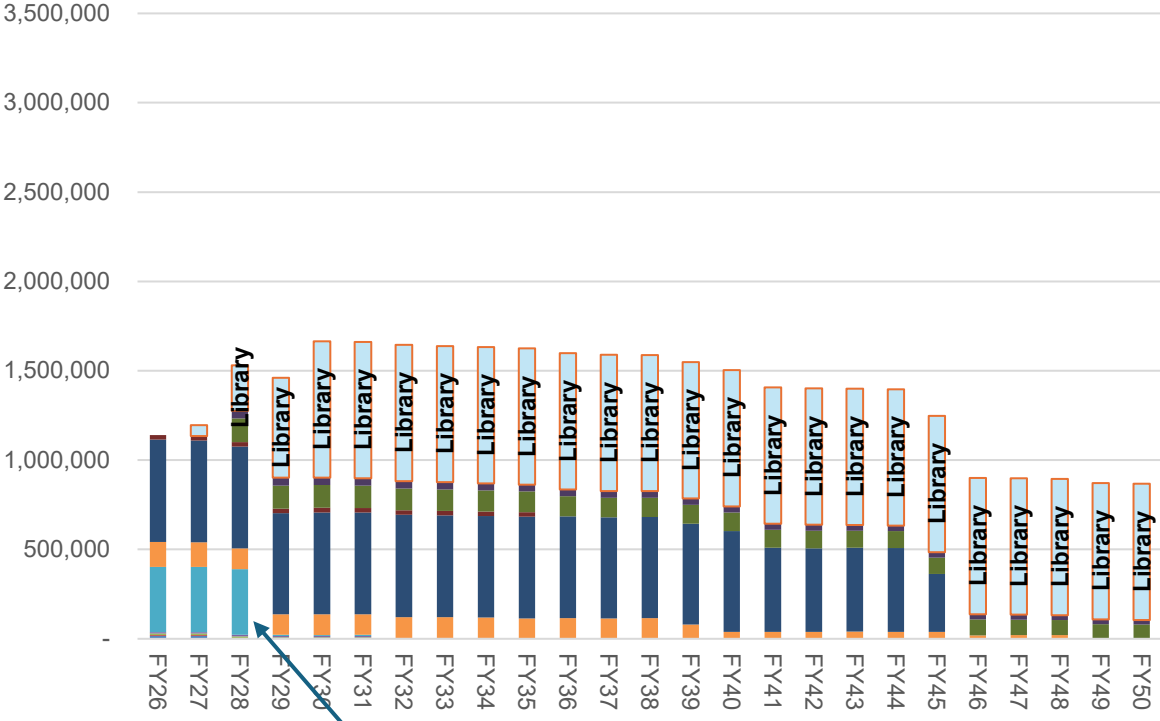
Why it matters to Montague

- Lower borrowing costs
- Financial credibility
- Market access

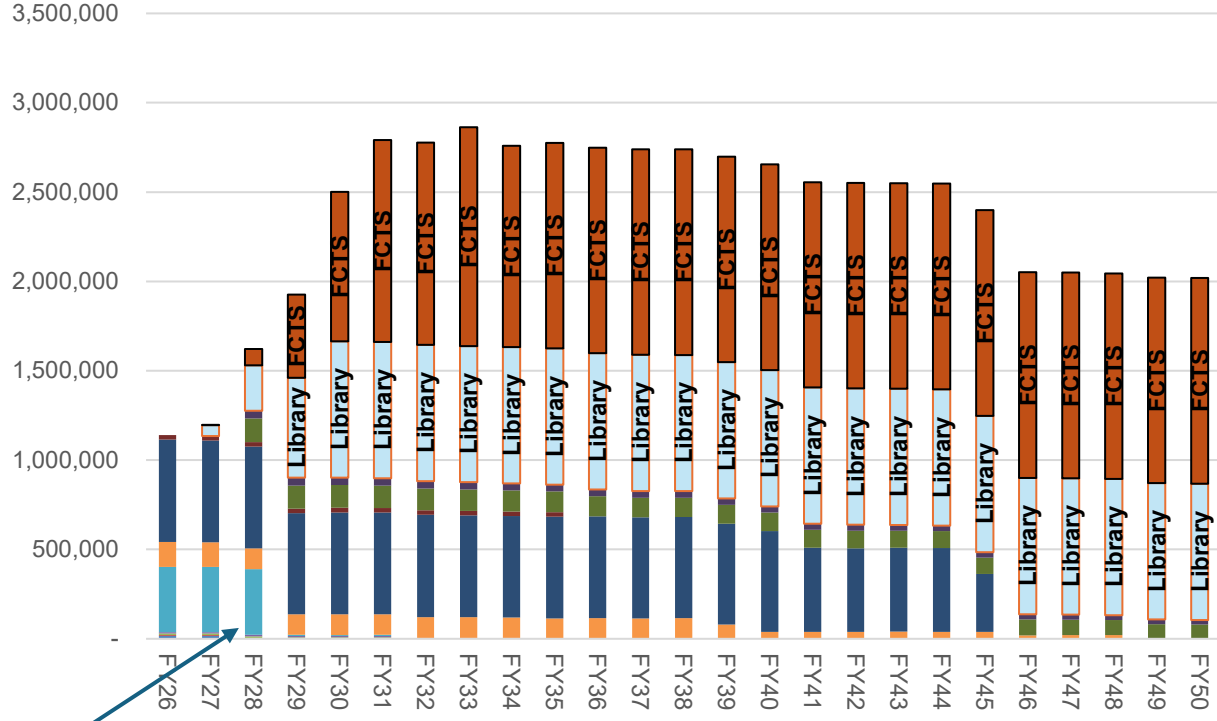
Town has maintained an AA rating since 2021

General Fund Debt Annual Payments Comparison

Library Only



Library and Technical School



- Multi-Purpose 2006
- Millers Falls Soil Stabilization
- DPW Facility
- Truck and Parking Lot
- Montague Center Roof
- Police Station
- Strathmore Abatement
- Library
- Skateboard Park
- Combined Sewer System Debt
- Sewer Collection Phase 2

- Multi-Purpose 2006
- Millers Falls Soil Stabilization
- DPW Facility
- Truck and Parking Lot
- Montague Center Roof
- Police Station
- Strathmore Abatement
- Library
- Skateboard Park
- Combined Sewer System Debt
- FCTS

Police Station debt expires FY28

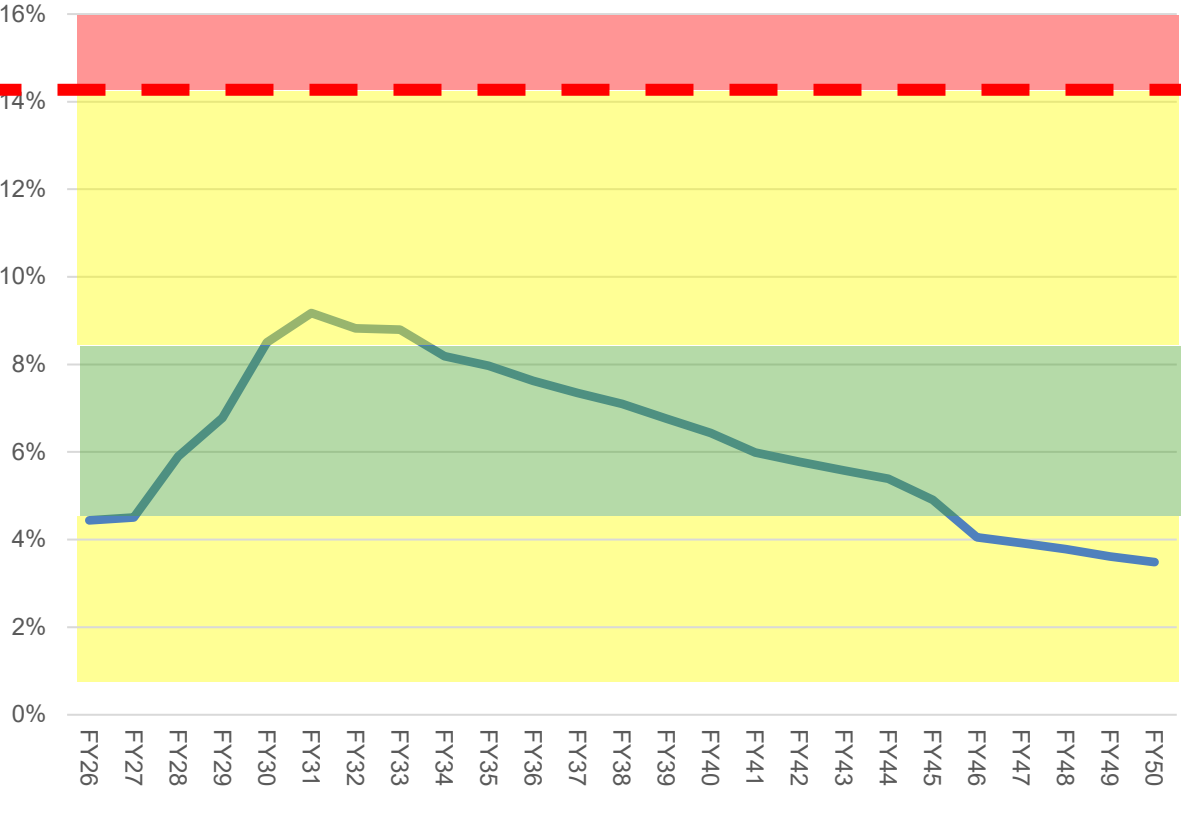
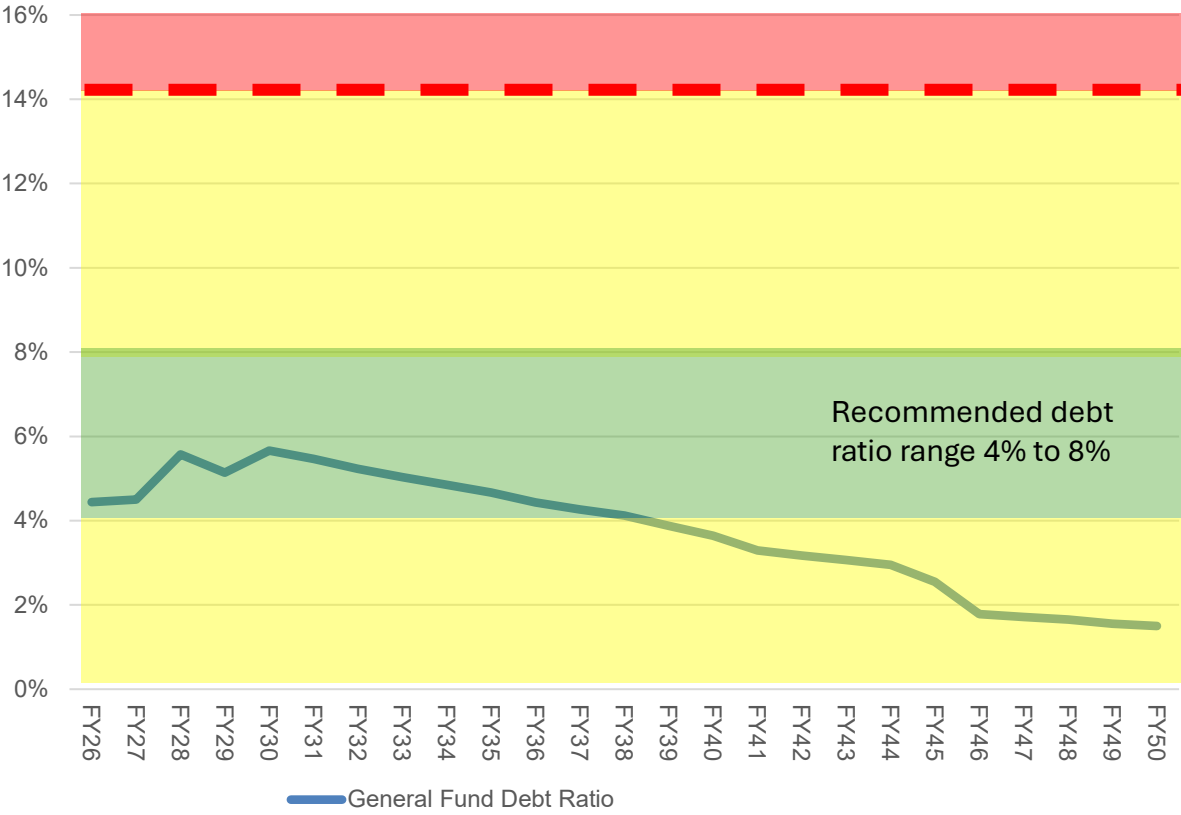
Debt terms would be 30 years for both projects

Debt Service Ratio Comparison

Debt as a percent of Prior Year Gross Operating Revenue

Library Only

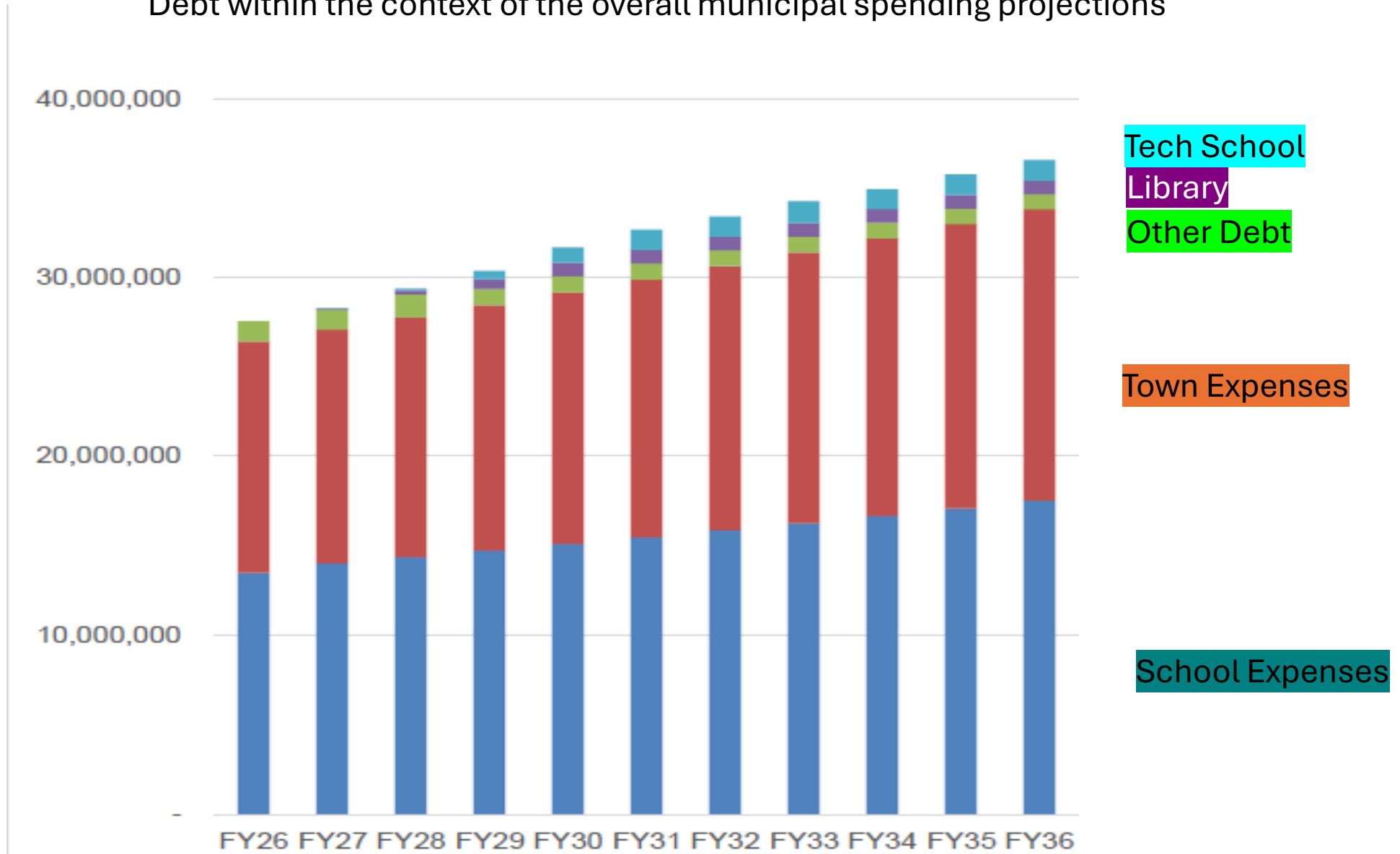
Library and Technical School



- RED-** Not advisable to exceed 14%
- YELLOW-** Potential to negatively impact bond rating (too much or too little debt)
- GREEN-** Targeted debt amounts (Best Management Practice)

Projected Town Expenses

Debt within the context of the overall municipal spending projections



Capacity

- The Town is positioned to take on additional debt
 - Low debt service ratio
 - Excess taxation capacity (not taxing to the levy limit)
 - Retiring Police Station debt
 - Excellent bond rating from financial policies and strong reserves
- Both building projects could be financed by excluded debt within existing local and state financial policies.

Tradeoffs

- Approving both projects will for the next +/-10 years reduce town's ability to:
 - Finance other building projects (i.e. proposed new Elementary School)
 - Absorb emergencies
 - Fund future capital needs through debt
- Financing both projects through debt could negatively affect the town's bond rating as existing debt load will triple over the next 5 years.

Taxpayer Impacts

New Library

- Residential - \$49 per \$100,000 in value
- Commercial, Industrial, and Personal Property - \$81 per \$100,000 in value
- Per year for the average single-family home (\$325,699) = **\$159**

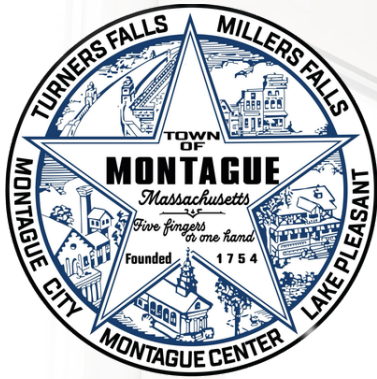
New Technical School

- Residential - \$74 per \$100,000 in value
- Commercial, Industrial, and Personal Property - \$122 per \$100,000 in value
- Per year for the average single-family home (\$325,699) = **\$241**

Total= \$400/yr (in FY30)

Decision Considerations

- The Town has the financial capacity to undertake additional debt within current policies
- Both projects could be financed, but doing so would reduce future financial flexibility
- The library vote occurs before the outcome of the technical school vote is known
- Debt exclusion funding does not directly impact the operating budget but does increase property taxes for the duration of the debt



10C

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