

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, September 14, 2026

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/86141025955>

Meeting ID: 861 4102 5955 Password: 698572 Dial into meeting: +1 646 558 8656

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meetings: August 31, 2026
3. 6:30 Ratify Decision to hold emergency Executive Session September 4, 2026 at 1:30 PM
4. 6:33 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
5. 6:35 **PUBLIC HEARING**
 - Liquor License Hearing whereas Secondhand Smoke, Inc., d/b/a North Village Smoke House, Sean Keller as manager, has applied for Change of Officers/Directors and Transfer of Stock for Annual, All-Alcoholic Beverages On-Premises Liquor License located at 32 Federal St, Millers Falls, MA 01349
6. 6:45 **Licenses**
 - Request Use of Peskeompskut Park on October 4, 2026, from 12:00 noon to 8:00pm (includes setup and cleanup) for small, independent festival sponsored by Brian Dickens and RiverCulture
 - Request Use of Public Property and Entertainment License on October 2, 2026, from 3:00pm to 9:30pm for entertainment and First Friday Night Market sponsored by RiverCulture
7. 6:50 **Personnel Board**
Council on Aging
 - Amend employment description of COA Administrative Assistant and increase hours for 15 to 17 per week.Police Department
 - Appoint Jacob Dlugosz to Reserve Patrolman, effective 9/26/2026 at \$30.00/hour
 - Appoint Ludmila Sherstyukova to Per Diem Dispatcher effective 9/14/2026 at \$27.00/hour

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Library

- Appoint Kathleen Lacey to Substitute Library Assistant, effective 9/17/2026 at \$15.00/hour

Planning Board

- Appoint Sage Winter from associate member to permanent member for the remainder of the vacant term, to end 6/30/2027
- Appoint Kristi Bodin to associate member effective 9/15/2026. Term ends 6/30/2027

Selectboard Executive Assistant

- Second Reading of Town of Montague Family Medical Leave Act (FML) policy, vote to adopt

8. 7:05

Police Department Business

- Request \$5,000 from Community Development Discretionary Fund to establish a Community Policing Pilot Program for the Montague Police Department

9. 7:10

Town Administrator's Business

- Receipt of Burn Dump Final Closure Certification
- Proposal designate Town-owned Parcels 12-0-051 at 0 Montague City Road and Parcel 04-0-0031 at 0 First Street as property not open for general public parking or vehicle storage; to prohibit overnight parking and the storage or long-term parking of vehicles, campers, trailers or similar equipment, and dumpsters thereon without authorization of the Town; and to authorize the Police Department and Department of Public Works to post, secure and otherwise manage the property consistent with this designation, including removal of unauthorized vehicles in accordance with applicable law.
- Proposal for Memorandum of Understanding with Franklin County Regional Housing and Redevelopment Authority to allow temporary public use of their parking lot on Parcel 04-0-0036 during construction of the Habitat for Humanity project
- Execute agreement with State for Sealer of Weights and Measures Services for term commencing January 1, 2027, for an amount not to exceed \$7,835.00

10. 7:30

Executive session in accordance with G.L. c. 30A, section 21(a)(2), to conduct collective bargaining sessions (NEBPA Local 183) and G.L. c. 30A, section 21(a)(3), to discuss strategy with respect to litigation and collective bargaining (NEBPA Local 183; S. Williams v. Town of Montague, MCAD Docket No. 25SEM00137)

Next Meetings

Proposed FCTS Building Project info session: Wednesday, September 16, 2026, at 7:00PM at Franklin County Technical School

Selectboard Meeting: Monday, September 21, 2026, at 6:30pm via ZOOM

Proposed Great River Regional School District Info Session: Tuesday, September 22, 2026 at 6:00PM at Turners Falls High School



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

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☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

MONTAGUE

City/Town

0475-RS-0736

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

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

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

APPLICANT INFORMATION

Name of Licensee	Secondhand Smoke, Inc	DBA	North Village Smokehouse
Street Address	32 Federal St, Millers Falls, MA		Zip Code 01349
Manager	Sean Keller		Granted under Special Legislation? Yes ☐ No ☒
\$12 Restaurant	Annual	All Alcoholic Beverages	If Yes, Chapter
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date:	August 12, 2026	Time:	8:30 AM	
Advertised:	Yes ☒ No ☐	Date Published:	September 3, 2026	Publication:	Montague Reporter
Abutters Notified:	Yes ☐ No ☒	Date of Notice:			
Date APPROVED by LLA			Decision of the LLA		
Additional remarks or conditions (E.g. Days and hours)					
For Transfers ONLY:					
Seller License Number:		Seller Name:			

The Local Licensing Authorities By:

Richard Kuklewicz, Chair
Marina Goldman, Vice Chair
Nate Card, Clerk

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



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

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

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

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

ECRT CODE: RETA

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

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

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

04075-RS-0736

ENTITY/ LICENSEE NAME

Secondhand Smoke, Inc dba North Village Smokehouse

ADDRESS

32 Federal Street

CITY/TOWN

Millers Falls (Montague)

STATE

MA

ZIP CODE

01349

For the following transactions (Check all that apply):

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

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

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

Your Information

Payment

Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: ff24618c-3689-4e7c-b40b-81a1129cc3fb

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	04075-RS-0736	\$200.00
		\$200.00

Total Convenience Fee: **\$5.18**Date Paid: **8/10/2026 11:18:44 AM EDT**Total Amount Paid: **\$205.18**

Payment On Behalf Of

License Number or Business Name:
04075-RS-0736**Fee Type:**
FILING FEES-RETAIL

Billing Information

First Name:
[REDACTED]**Last Name:**
[REDACTED]**Address:**
[REDACTED]**City:**
Montague**State:**
MA**Zip Code:**
01351**Email Address:**
[REDACTED]

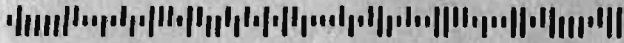


Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0820886368
Notice Date: July 13, 2026
Case ID: 0-003-417-893

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SECONDHAND SMOKE INC
14 KING PHILIP AVE
SOUTH DEERFIELD MA 01373-1127

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, **SECONDHAND SMOKE INC** is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

SECONDHAND SMOKE INC
14 KING PHILIP AVE
SOUTH DEERFIELD MA 01373-1127

Date: July 20, 2026
Letter ID: L0016744400
Employer ID (FEIN): XX-XXX4985

Certificate ID: L0016744400

FEIN: 82-3954985

The Department of Unemployment Assistance certifies that as of July 17, 2026, SECONDHAND SMOKE INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

This certificate expires on 16-Aug-2026 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@mass.gov
Call us: (617) 626-5750



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

APPLICATION FOR AMENDMENT

-Change of Officers, Stock or Ownership Interest

☒ **Change of Officers/ Directors/LLC Managers** ☒ **Change of Stock Interest**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

(e.g. New Stockholders or Transfer or Issuance of Stock)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- Payment Receipt
- Monetary Transmittal
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Non-Profit Club Change of Officers/ Directors**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents - **Articles of Organization** from the Secretary of the Commonwealth

☐ **Management Agreement**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Vote of Entity
- Management Agreement

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Secondhand Smoke, Inc. dba North Village Smoke	Montague	04075-RS-0736

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

This application is for the sale of Samuel Kochan's 25% stock interest to Sean Keller, and for the amendment of the license to show the sale of all of Samuel Kochan's stock (25%) to Sean Keller, and the change of officers and directors required by this sale.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Kristi A Bodin	Attorney	kab@kristiannart.com	413-695-9848

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Sean Keller	14 King Philip Ave, South Deerfield, MA 01373	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President, Secretary, Director	70%	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Paul Murphy	90 Wareham St, Apt 508, Boston MA 02118	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Treasurer, Director	30%	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Sean Keller	President/Director	45%
Name of Principal	Title/Position	Percentage of Ownership
Paul Murphy	Treasurer/Director	30%
Name of Principal	Title/Position	Percentage of Ownership
Samuel Kochan	Secretary/Director	25%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Paul Murphy	Sec 12 on premise all a	LOFMUR INC dba PORTER CAFE	BOSTON, MA

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

Associated Cost(s):

\$25,000 stock sale - Sean Keller personal funds to Samuel Kochan

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Sean Keller - personal funds	\$25,000
Total:	\$25,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

\$25,000 from personal funds of Sean Keller

APPLICANT'S STATEMENT

I, Sean Keller the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager

Authorized Signatory

of Seconhand Smoke, Inc. dba North Village

Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Sean Keller

Date:

8-10-20

Title:

President

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

This application is for the amendment of the license to show the sale of all of Samuel Kochan's stock (25%) to Sean Keller, and the change of officers and directors required by this sale.

ENTITY VOTE

The Board of Directors or LLC Managers of

Secondhand Smoke, Inc. dba North Village Smokehouse

Entity Name

duly voted to apply to the Licensing Authority of

Montague

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Jun 16, 2026

Date of Meeting

For the following transactions (Check all that apply):

- ☒ Change of Officers/Directors/LLC Manager
- ☐ Change of Ownership Interest (LLC Members, LLP Partners, Trustees)
- ☒ Issuance/Transfer of Stock/New Stockholder
- ☐ Management/Operating Agreement
- ☐ Other

"VOTED: To authorize

Sean Keller

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,



Corporate Officer /LLC Manager Signature

Sean Keller

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Sean Keller

(Print Name)

Montague Reporter

Publication Name:

Montague Reporter

Publication URL:

www.montaguereporter.org

Publication City and State:

Turners Falls, MA

Publication County:

Franklin

Notice Popular Keyword Category:

Notice Keywords:

liquor

Notice Authentication Number:

202609081115343917630**2903052357**

Notice URL:

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Notice Publish Date:

Thursday, September 03, 2026

Notice Content**PUBLIC HEARING**

In accordance with the provisions of Chapter 138, Mass. General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that Secondhand Smoke, Inc., d/b/a North Village Smoke House, Sean Keller as manager, has applied for Change of Officers/Directors and Transfer of Stock for Annual, All-Alcoholic Beverages On-Premises Liquor License located at 32 Federal St, Millers Falls, MA 01349.

Date and place of hearing: Monday, September 14, 2026, at 6:30 PM. This meeting shall be hybrid and can be accessed via Zoom or attended in person at 1 Avenue A, Turners Falls, MA, second floor meeting room. Information found <https://montague-ma.gov/d/14128/Selectboard-Meeting>

Montague License Commissioners

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The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001307289

ARTICLE I

The exact name of the corporation is:

SECONDHAND SMOKE, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

THE GENERAL CHARACTER OF THE BUSINESS OF THE CORPORATION IS TO ENGAGE IN THE OWNERSHIP AND OPERATION OF A RESTAURANT WHICH MAY INCLUDE THE SALE OF ALCOHOLIC BEVERAGES TO THE GENERAL PUBLIC, AND TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO, AND ANY OTHER LAWFUL BUSINESS PURPOSE OR ACTIVITY PERMITTED BY ITS BYLAWS AND MASSACHUSETTS GENERAL LAWS.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	275,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ANY SHAREHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS, OR ADMINISTRATORS OF A DECEASED SHAREHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM/HER, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS, IN THE FOLLOWING MANNER. THE SHAREHOLDER SHALL NOTIFY THE DIRECTORS OF HIS/HER DESIRE TO SELL OR TRANSFER THE STOCK BY WRITTEN NOTICE WHICH NOTICE SHALL INCLUDE THE PRICE AT WHICH HE/SHE IS WILLING TO SELL OR TRANSFER THE STOCK AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS SHALL WITHIN 30 DAYS THEREAFTER, EITHER ACCEPT SAID OFFER IN WRITING, OR BY NOTICE TO THE SHAREHOLDER IN WRITING NAME A SECOND ARBITRATOR. THE AFORESAID ARBITRATORS SHALL NAME A THIRD ARBITRATOR WITHIN 10 DAYS THEREOF. IT SHALL BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING OF THE ARBITRATORS, A MAJORITY MAY ACT IN HIS/HER ABSENCE. THE ARBITRATORS SHALL COMMENCE HEARINGS WITHIN 15 DAYS OF THE APPOINTMENT THIRD ARBITRATOR, AND RENDER A DECISION WITHIN 15 DAYS OF THE CONCLUSION OF THE HEARING. AFTER THE ACCEPTANCE OF THE OFFER, OR THE DECISION OF THE ARBITRATORS, THE CORPORATION SHALL HAVE 30 DAYS TO PURCHASE THE STOCK AT THE OFFERED PRICE OR THE PRICE SET IN THE DECISION OF THE ARBITRATORS, WHICHEVER THE CASE MAY BE. IF THE CORPORATION SHOULD FAIL TO PURCHASE SAID STOCK WITHIN SAID 30 DAYS, THE SHAREHOLDER SHALL BE FREE TO DISPOSE OF THE STOCK IN ANY MANNER THE SHAREHOLDER SHALL SEE FIT. THE DIRECTORS MAY WAIVE THE PROVISIONS OF THIS RESTRICTION BY MAJORITY VOTE.

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

1. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. G.L. C. 156D, §8.03(A) 2. PERSONAL LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE PERSONAL LIABILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (A) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS SHAREHOLDERS, (B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (C) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. G.L. C. 156D, §2.02 (B)(4). 3. SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS. G.L. C. 156D, §7.27(H). 4. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. G.L. C. 156D, §7.04(A). 5. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS. G.L. C. 156D, §10.20(A).

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a.b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: SEAN KELLER
No. and Street: 32 FEDERAL ST
City or Town: MILLERS FALLS State: MA Zip: 01349 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	SEAN KELLER	305 PROSPECT HEIGHTS NORTHAMPTON, MA 01060 USA
TREASURER	PAUL MURPHY	90 WAREHAM ST., APT. 508 BOSTON, MA 02118 USA
SECRETARY	SAMUEL KOCHAN	88 MECHANIC ST. AMHERST, MA 01002 USA
DIRECTOR	SEAN KELLER	305 PROSPECT HEIGHTS NORTHAMPTON, MA 01060 USA
DIRECTOR	PAUL MURPHY	90 WAREHAM ST., APT. 508 BOSTON, MA 02118 USA
DIRECTOR	SAMUEL KOCHAN	88 MECHANIC ST. AMHERST, MA 01002 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December

e. A brief description of the type of business in which the corporation intends to engage:

FULL SERVICE RESTAURANT WITH ALL ALCOHOL SERVICE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 32 FEDERAL ST
City or Town: MILLERS FALLS State: MA Zip: 01349 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 32 FEDERAL ST

City or Town: MILLERS FALLS

State: MA

Zip: 01349

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 10 Day of January, 2018 at 2:46:17 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

KRISTI A. BODIN, ESQ., INCORPORATOR

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 10, 2018 02:44 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

No Fee

Identification Number: 001307289

1. Exact name of the corporation:

SECONDHAND SMOKE, INC.

2. Current registered office address:

Agent name: SEAN KELLER

Number and street: 32 FEDERAL ST

Address 2:

City or town: MILLERS FALLS State: MA Zip code: 01349

3. The following supplemental information has changed:

☒ Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name	Address
PRESIDENT	SEAN KELLER	14 KING PHILIP AVE SOUTH DEERFIELD, MA 01373 USA
TREASURER	PAUL MURPHY	90 WAREHAM ST., APT. 508 BOSTON, MA 02118 USA
SECRETARY	SEAN KELLER	14 KING PHILIP AVE SOUTH DEERFIELD, MA 01373 USA
DIRECTOR	PAUL MURPHY	90 WAREHAM ST., APT. 508 BOSTON, MA 02118 USA
DIRECTOR	SEAN KELLER	14 KING PHILIP AVE SOUTH DEERFIELD, MA 01373 USA

☐ Fiscal year end:

December 31

☐ Type of business in which the corporation intends to engage:

FULL SERVICE RESTAURANT WITH ALL ALCOHOL SERVICE

☐ Principal office address:

Number and street: 32 FEDERAL ST

Address 2:

City or town: MILLERS FALLS

State: MA

Zip code: 01349

Country: UNITED STATES



Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 32 FEDERAL ST

Address 2:

City or town: MILLERS FALLS

State: MA

Zip code: 01349

Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed by SEAN KELLER , its PRESIDENT

on this 15 Day of July, 2026

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

July 15, 2026 04:09 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

6A



Board of Selectmen Town of Montague

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

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

Name of applicant Suzanne LoManto

Name of business/group sponsoring proposed event if applicable: River Culture

If applicable, number of years your organization has been running this event in Montague? 1

Address 1 Avenue A Turners Falls

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

FID riverculture@montague-ma.gov

Dates of proposed event Sun, Oct 4 Location: Peskeompskut Park

Hours 3-7pm Set Up: noon Clean Up: 7-8pm

Approximate number of people expected to attend 60

What provisions will be made regarding clean up of site? riverculture staff

Will the proposed event be:

- ☒ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☐ Other _____

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

Small, independant festival
Sponsored by Brian Dickens
and River Culture

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

Peskeompskut Park
and bandshell

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

Will vendors be selling:

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

N/A

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

none

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

Brian would coordinate with
Town Staff /
Riverculture

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

yes.

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

If so, at which locations?

No

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

N/A

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

Signature of applicant _____

Date _____



8/24/26

License fees:

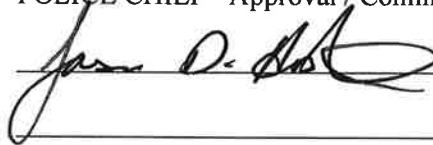
Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 9/3/26

BOARD OF HEALTH – Approval / Comments

Date: _____

6B



Board of Selectmen

Town of Montague

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

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY

(Not for Peskecompskut Park or Montague Center Common)

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

Name of applicant: Suzanne Lo Manto
Address of applicant: 1 Avenue A, Turners Falls
Phone # of applicant: 413-863-3200 ext. 115
Name of organization: River Culture
Name of legally responsible person: T.O.M.
Location of assembly: Second Street
Date of assembly: Friday Oct. 2, 2026
Time of assembly: Begin: 3pm End: 9:30pm
Number of expected participants: for 60

If a procession/parade:

Route: Close 2nd St. - First Friday

Number of people expected to participate: 60 - 80

Number of vehicles expected to participate: 0

Subject of demonstration: See map.
road closed between red bars
for night market

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

Signatures:

Police Chief: [Signature]

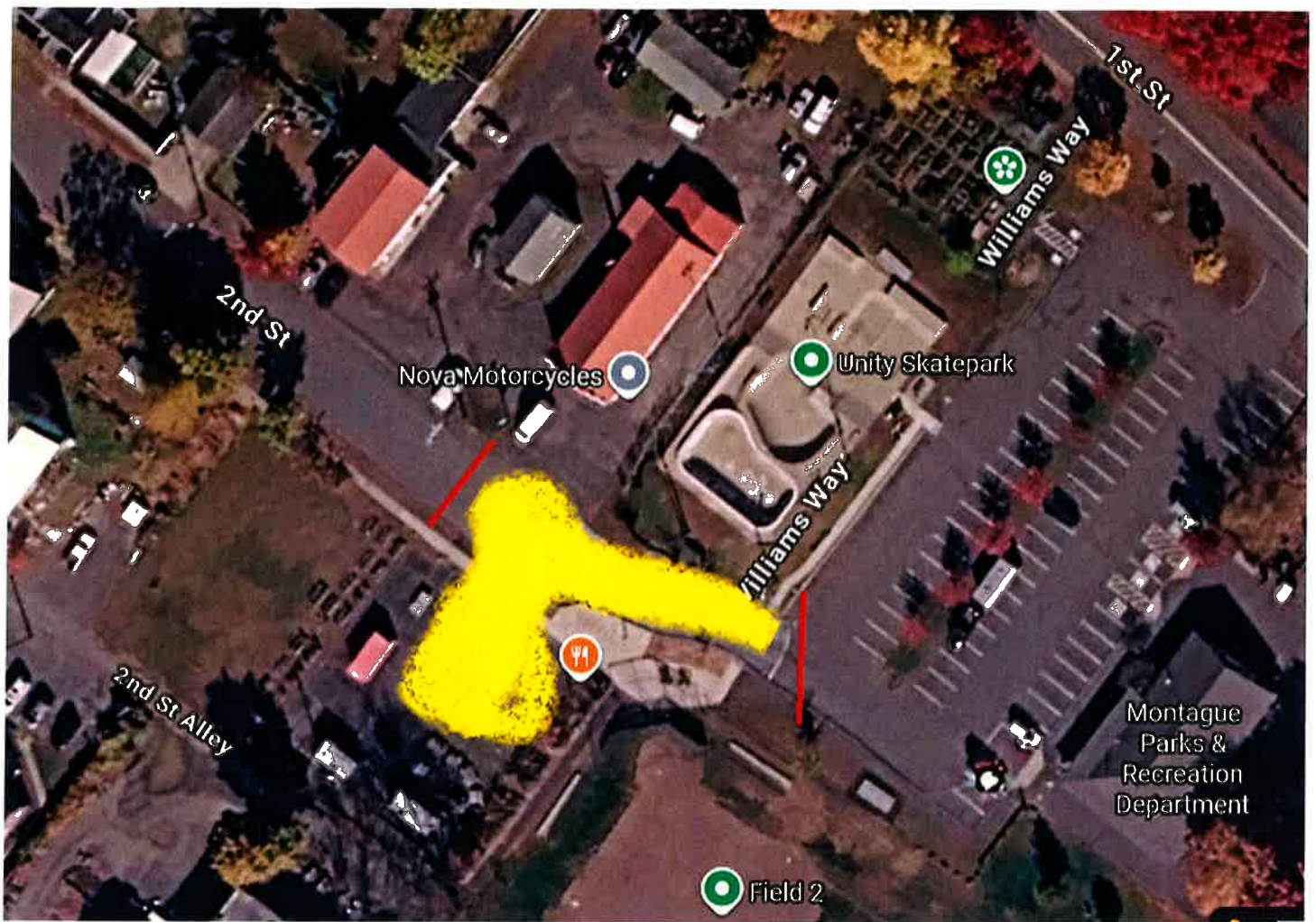
Date: 9/8/26

Comments/Conditions:

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

Road Closure



Close Second Street between
Red Bars for entertainment
and a First Friday Night
Market October 2, 2026.

Equipment provided by the
D.P.W.

TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR

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

Date of Application:

8/24/26

Date Approved:

Fee:

Ø

To the Local Licensing Authority:

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

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

3 to: 9:30 pm

This is a "special entertainment permit" request?

DATE:

Oct. 2

{ yes }

{ no }

This is an annual renewal?

{ yes }

{ no }

1. NAME OF APPLICANT:

Suzanne Le Martre

TELEPHONE:

413-863-3200

2. D/B/A:

River Cultureext. 115

3. PREMISES:

LOT 7 147 Second St.

BUSINESS PHONE:

Nova motorcycle
LOT

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

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

Automatic Amusement Devices: Video Games, Number of: _____

Type: _____ Video or _____ Keno

☐ Dancing by patrons☒ Instrumental Music☒ Live Vocalists☐ Exhibition☒ Trade Show☐ Athletic Event☐ Play☐ Readings of Poetry or other☐ New Years Eve "after midnight entertainment"

size of floor _____

number of instruments & amplifiers _____

number of persons/type of show _____

type _____

type _____

type _____

type _____

MUSIC
Night Market

Indoors: Size of area to be used: _____

Allowed: _____

Number of People: _____

Allowed: _____

Outdoors: Size of area to be used: _____

Available Parking: _____

Alcohol to be served: NOYesUnity park

Applicant Signature

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

Board of Health

Date

Jan O. Le Martre 9/3/26

Police Department, Chief

Date

Fire Department, Chief

Date

Board of Selectmen, Chairman

Date

Inspector of Buildings

Date



Outlook

Council on Aging Assistant- Proposed Job Description Change

From Walter Ramsey <WalterR@montague-ma.gov>**Date** Tue 9/8/2026 4:05 PM**To** Bill Ketchen - Building Inspector <BuildingInspector@montague-ma.gov>; BrandyP - Montague Highway Department <hwycompliance@montague-ma.gov>; Marsha Beckwith <mbeckwith@montague-ma.gov>; Dave Adams <carsmada@comcast.net>**Cc** COA-Council on Aging <councilonaging@montague-ma.gov>; Samuel Urkiel - DPW Superintendent <samuelu@montague-ma.gov>; Fern Smith <ferns@montague-ma.gov>

1 attachment (340 KB)

Job Description COA Assistant FINAL 9.8.26.pdf;

Hello NAGE and UE reps,

I am working with COA Director Roberta Potter on a job description change that would allow the COA assistant (NAGE employee) to conduct light housekeeping duties at the COA. We have crafted this proposal in a manner that it does not take away from other union positions (namely the DPW custodian in the UE). We have found that the Senior Center has daily needs and service expectations that exceed what the DPW custodian typically handles. The employee is eager to help us take on this task. I am writing to inform the unions of the proposed change before it goes to the Selectboard for approval on Monday, September 14. Please let me know by Monday if you have any questions or concerns about this proposed amendment to the COA Assistant Job Description.

Regards,

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

**TOWN OF MONTAGUE
COUNCIL ON AGING
SENIOR CENTER ASSISTANT**

POSITION TITLE:	Administrative Assistant	DATE:	September 2026
DEPARTMENT:	Council on Aging	GRADE:	H
REPORTS TO:	COA Director	FLSA:	Non-Exempt

DEFINITION

Position is responsible for customer service for older adults, technology assistance for older adults, assisting older adults with on-line applications and searches, administrative and clerical support to the council on Aging director, and managing the Senior Center monthly calendar.

ESSENTIAL FUNCTIONS

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

- Provides administrative support to the COA Director which may include preparing Weekly Bills Templates, Department Payments to the Treasurer, and Foot Clinic appointment rosters.
- Schedules, records, and confirm appointments for Senior Center services and appointments including but not limited to Senior Farm Share, AARP Tax Help, Monthly Foot Clinic, and special food distribution programs.
- May screen incoming mail, calls, and visitors and direct to the appropriate local services or to the COA Director. Addresses matters that do not require personal attention or action of the COA Director.
- Provides technical support for Senior Center visitors which may include internet searches, instruction, and problem solving.
- Regularly posts and publicizes meetings, programs, and information of interest to older adults through available media (print, electronic, and other). Produces fliers for Senior Center programs using MS Publisher or other software. Posts fliers within the Senior Center and distributes externally as needed.
- Maintains and updates Senior Center calendar on Gill Montague Council on Aging website and in print for distribution
- Performs clerical duties for department; copies documents, maintains and updates files and records, prepares reports and mailings. Order office supplies, refreshments, and equipment for department as needed.
- Regularly posts and publicizes meetings, events, and information of concern to the public through available media channels (print, electronic, other)
- Performs minor housekeeping duties including but not limited to dusting, sweeping, and occasional light vacuuming or damp mopping as necessary
- Performs other related job duties as required.

**TOWN OF MONTAGUE
COUNCIL ON AGING
SENIOR CENTER ASSISTANT**

SUPERVISION RECEIVED

Under the general direction of the Council on Aging Director, employee plans and prioritizes the work independently, in accordance with standard practices and previous training. Employee is expected to solve most problems of detail or unusual situations by adapting methods or interpreting instructions accordingly. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with the supervisor.

JUDGMENT AND COMPLEXITY

The work is well defined or has detailed instructions and procedures. Judgement involves choosing the practice or procedure appropriate to the situation or referring to the Council on Aging Director or an outside agency.

NATURE AND PURPOSE OF CONTACTS

Relationships are primarily with the public, other agencies connected to services for older adults, Senior Center volunteers, and Senior Center program participants. Excellent customer service will be employed to make all Senior Center users and contacts to feel welcome. The employee will be a good communicator and explainer and will be able to share information clearly and in a friendly and nonjudgemental fashion. Courtesy, tact, and diplomacy may be required to resolve complaints, interact with challenging personalities, and/or effectively navigate difficult circumstances.

CONFIDENTIALITY

Employee has access to some confidential and sensitive information in the performance of their duties.

EDUCATION AND EXPERIENCE

Associate Degree, or equivalent and 1-3 years of related experience; or any equivalent combination of education, training, certification, and experience.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Knowledge of principles, practices, and methods related to office procedures. Proficiency in using current office technology and software, including Microsoft Office Suite (or similar) as well as cloud and web-based applications. Ability to research resources and other materials online to accomplish office tasks as well as to assist Senior Center visitors and volunteers.

Abilities: Ability to multi-task. Ability to communicate effectively both orally and in writing. Ability to maintain good public relations and to maintain effective collaborative working relationships with Town departments, department heads, volunteers, officials, and the public, and to respond in a courteous and professional manner. Ability to meet deadlines. Ability to work independently. Ability to continuously adapt to and use new office technology and programs common to the industry.

Skills: Effective communication skills, problem-solving skills, and customer service skills.

WORK ENVIRONMENT

The workstation is in an open public space at the Senior Center which is used for programming and

**TOWN OF MONTAGUE
COUNCIL ON AGING
SENIOR CENTER ASSISTANT**

meetings during work hours. The work environment is often noisy and subject to distractions and interruptions.

PHYSICAL, MOTOR, AND VISUAL SKILLS

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

Physical Skills

Minimal physical demands are required to perform most of the work. The work principally involves sitting, with intermittent periods of stooping, walking, and standing. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds. May be required to break down and set up folding tables and chairs.

Motor Skills

Duties require motor skills for activities such as moving objects and using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

Visual Skills

Visual demands require routinely reading documents for general understanding and analytical purposes. Frequent computer use.



**Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376**

**(413) 863-8911
(413) 863-3210 (fax)**

Chief Jason D. Haskins



To: Chief Haskins

From: Sergeant Dlugosz

Re: Termination of Full-Time Employment / Continued Part-Time Employment

Date: August 26, 2026

The purpose of this letter is to inform Chief Haskins and the Town of Montague that as of September 25, 2026 I wish to terminate my full-time employment with Montague Police Department and relinquish my rank of sergeant. After the completion of my obligated full-time position, I would like to stay employed by the Montague Police Department under the rank of patrolman and under part-time conditions.

Respectfully submitted,

Sergeant Dlugosz

A handwritten signature in black ink, appearing to be "Sergeant Dlugosz".

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1892

General Information:

Full name of employee: Jacob Dlugosz Department: MPD
Title: Reserve - Patrolman Effective date of change: 9-26-26

New Hire:

Permanent: ☒ Y ☐ N If temporary, estimated length of service: _____
Hours per Week: _____ Union: N/A
Pay: Grade _____ Step _____ Wage Rate: \$30.00 (annual/hourly)
Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____
Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)
Notes: _____

Termination of Employment:

Resignation: _____ Retirement: _____ Involuntary Termination: _____

Other:

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

Copies to:

_____ Employee
_____ Treasurer
_____ Town Clerk

_____ Department
_____ Accountant

_____ Board of Selectmen
_____ Retirement Board

Ludmila Sherstyukova

EDUCATION

University of Massachusetts, Amherst	2026
<i>Bachelor of Arts in Sociology</i> GPA 3.6	
University of Massachusetts, Amherst	2025
<i>Certificate of Business Administration in Operations & Information Management</i> GPA 3.6	
Springfield Technical Community College, Springfield	2023
<i>Associates in Mechanical Engineering Technology</i> GPA 3.412 <i>Honors Society: Focused on academic excellence and leadership</i>	

PROFESSIONAL EXPERIENCE

Altium Packaging, Turners Falls, MA	July, 2025 – Present
<i>Regional Customer Service Analyst</i>	
• Support Customer service and operation team by reviewing customer, plant and sales performance data. • Analyze Actual vs. Plan reports to identify customer and product variances • Assist with forecasting by reviewing historical sales trends and customer purchasing patterns • Help identify customer gains, losses and ordering trends to support future business planning • Prepare excel reports highlighting significant opportunities, risk and performance trends • Partner with customer service representatives and plant leadership to investigate unexpected variances. • Assist with identifying process improvement opportunities through data analysis • Continue developing business analytics skills while supporting customer service and operational planning.	
Altium Packaging, Atlanta, GA	October, 2025 – Present
<i>Regional Customer Service Representative</i>	
• Process customer orders weekly with a 98% accuracy rate, ensuring timely fulfillment and delivery. • Manage order fulfillment processes, including order entry, tracking, and inventory coordination using the JDE system. • Communicate with customers regarding order status, delivery timelines, and issue resolution to enhance customer satisfaction. • Issue credits and assist to resolve billing discrepancies, ensuring smooth financial transactions. • Identify and assist in implementing process improvements to optimize order management and fulfillment efficiency. • Maintain accurate customer records, proactively following up on inquiries and concerns to ensure seamless service.	

Altium Packaging, Turners Falls, MA

October, 2024 – October 2025

Customer Service Representative/Fulfillment Specialist,

- Assisted customers with inquiries, complaints, and order-related issues, providing prompt and effective solutions.
- Entered and managed sales orders in the JDE system, ensuring accuracy and efficiency.
- Assisted in resolving billing discrepancies and processed credits to maintain customer satisfaction.
- Monitored inventory and coordinated with internal teams to fulfill customer needs.
- Maintained detailed customer records and proactively communicated updates regarding order status.

Greenfield Police Department, Greenfield, MA

July, 2024 - Present

Dispatcher

- Responded to emergency calls and dispatched appropriate services efficiently, prioritizing critical incidents
- Provided clear and accurate communication with law enforcement, fire, and medical personnel
- Maintained accurate documentation and incident reports for emergency services
- Demonstrated composure under pressure in high-stress situations

Records Officer & LTC Application Clerk

- Process & maintain confidential Law Enforcement records
- Process License to Carry (LTC/FID etc.) applications
- Perform fingerprinting services using live scan
- Perform background checks
- Manage Sensitive data entry and record updates
- Provide excellent customer service
- Coordinated with law enforcement personnel and state agencies to ensure timely processing of records.
- Release records with appropriate redactions to requestors.

NE-XT Technologies, Greenfield, MA

May 2020 – July 2024

Quality Engineer & MRB Manager

- Managed Material Review Board (MRB) processes, ensuring 100% disposition of nonconforming parts
- Led corrective actions, achieving closure on issues and improving product quality
- Organized reworks using Epicor ERP system
- Collaborated with cross-functional teams to resolve quality issues and improve production efficiency

Internal Auditor, Organization Development Manager

(May 2023 – July 2024)

- Created and implemented an internal audit system, ensuring compliance with industry standards
- Developed and executed audit schedules, resulting in 95% compliance across teams
- Trained staff on industry regulations and audit procedures, improving departmental performance

New Product Introduction Manager

(January 2022 – May 2023)

- Designed & managed a comprehensive New Product & Customer Introduction Program
- Facilitated cross-functional meetings to ensure alignment with customer needs and project milestones
- Monitored project deliverables and quality standards, achieving 100% on-time product launches

Quality Inspector Lead

(January 2021 – February 2022)

- Led a team of 5 quality inspectors, providing comprehensive training and mentorship
- Developed and implemented quality control procedures to help reduce defects
- Maintained meticulous inspection records and collaborated with manufacturing teams to resolve issues

Quality Inspector

(August 2020 – January 2021)

- Conducted thorough inspections of incoming materials, in-process components, and finished products
- Utilized various inspection tools and equipment

Finishing Operator

(May 2020 – August 2020)

- Operated and maintained machinery
- Conducted thorough inspections of products during and after production

Eye & Lasik Center, Greenfield, MA

September 2012 – March 2020

Ophthalmic Technician & Scribe

- Delivered exceptional customer care and service
- Conducted preliminary eye exams, executed & ordered testing
- Served as an ophthalmic scribe for medical eye exams
- Assisted in medical surgical procedures

Subway Restaurant, Greenfield, MA

June 2012 – September 2014

Sandwich Artist/Crew Member

- Delivered best-in-class customer service, consistently exceeding customer expectations
- Performed food service tasks in compliance with regulations and company policies
- Operated the cash register and managed the cash drawer, maintaining accurate financial transactions
- Assumed a leadership role in opening and closing the store

PROJECTS & EXTRACURRICULAR

NPI – New Product Introduction Program – NEXT Technologies

January 2022

- Designed & managed a program for New Customer & Product introduction.
- Trained members of the team to new program.
- Facilitated cross function meetings.
- Monitored project deliverables, quality standard and customer interaction.

Community Outreach

2024-Present

- Greenfield Russian Baptist Church
 - ① Coordinating 10+ youth events annually, fostering community engagement
 - ① Served as a church librarian, managing resources and materials
 - ① Assisted elderly members and organized outreach programs
- Westfield Russian Evangelical Church
 - ① Prepared & Served meals for community events, contributing to outreach programs
 - ① Assisted with Sunday school, baby sat kids during church events

SKILLS

Certifications:

- HR Solutions Supervisor Essentials
- Accelerating Your Career with Personal Branding
- Microsoft Excel Badge
- Corrective Action & Root Cause Analysis
- Hexagon – PC-DMIS for CMM 101 & 102
- Hexagon – Geometric Dimensioning & Tolerancing
- NG911 Certificate
- Public Safety Telecommunicator Certificate

Computer software/ frameworks: Microsoft Office (Word, PowerPoint, Excel, SharePoint, Outlook), ERP Systems (Epicor, E2, JDE), SolidWorks Modeling & Drafting, Basic CMM Operation Using PC-DMIS, Web & Video Conferences (Zoom, Skype, Webex), Office Equipment (Computer, Printer, Fax etc.)

Languages: Russian (Fluent)

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # _____

General Information:

Full name of employee: Ludmila Sherstyukova Department: MPD
Title: Perdiem Dispatcher Effective date of change: 9-14-26

New Hire:

Permanent: ☒ Y ☐ N If temporary, estimated length of service: _____
Hours per Week: _____ Union: N/A
Pay: Grade _____ Step _____ Wage Rate: \$ 27.00 (annual/ hourly)
Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____
Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)
Notes: _____

Termination of Employment:

Resignation: _____ Retirement: _____ Involuntary Termination: _____

Other:

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

Copies to:

_____ Employee
_____ Treasurer
_____ Town Clerk

_____ Department
_____ Accountant

_____ Board of Selectmen
_____ Retirement Board

KATHLEEN LACEY**CORE COMPETENCIES**

More than twenty years experience in a wide variety of library departments and positions, including reference, circulation desk, cataloging and materials processing, and management. Extensive knowledge of modern library principles and practices. Comprehensive experience with integrated library systems, OCLC, MARC records and current technologies. Ability to evaluate, analyze and adjust library requirements and services. Possess excellent interpersonal, administrative and supervisory skills. Skilled in establishing and maintaining effective working relationships with supervisors, library employees, professional groups and the public. Possess excellent written and verbal communication skills.

PROFESSIONAL EXPERIENCE

July 2014 – Present

Carnegie Library, Town of Montague, MA – Library Assistant

Perform wide range of library “front desk” services including but not exclusive to circulation of library materials; creation and maintenance of patron records; patron interactions and troubleshooting in person and by telephone; readers advisory; materials shelving, maintenance and displays; materials preparation; holds placement and retrieval.

February 2007 – July 2013

Brookhaven Free Library, Brookhaven, NY - Library Director

Responsible for developing and implementing long-term plan for library programs and services, budgeting, staffing, and public relations. Implement strategies to meet the library’s mission and objectives. Perform duties of hiring, development, and supervision of staff; responsible for implementing new and ongoing programs, carrying out tasks, and ensuring the smooth running of the library on a day to day basis. Responsible for implementing innovative new library policies, and interpreting policies to staff and patrons. Represent the library at local events and local, regional and national conferences. Keep library statistics and submit required state reports. Prepare annual library operating and capital budgets. Draft and update library documents and policies

in close cooperation with library Board of Trustees. Consult with staff department heads to ensure that collections and programming remain relevant and that patrons needs are being met in a swift, friendly and professional manner.

May 1998 – January 2007

South Country Library, Bellport, NY 11713 - Adult Reference and Cataloging

Responsible for staffing busy public information desk, answering reference questions in person, by telephone and via email. Select and order library materials, lead book discussions, represent the library at local, regional, and national conferences. Join and participate in committees as applicable. Write and edit copy for library newsletter. Perform original and copy cataloging of library materials using MARC, AACR2, OCLC, and USSH. Create item records, attach items and prepare for circulation. Responsible for maintenance of rotating library collections, including weeding and purchasing.

July 1993-May 1998

South Country Library, and **Sayville Public Library** – Circulation Clerk

Performed full range of circulation desk duties.

EDUCATION

Masters of Library and Information Science

May 2000

Long Island University, Palmer School of Library and Information Science

Brookville, NY

3.9 G.P.A.

Bachelor of Arts

May 1998

State University of New York, Empire State College

Saratoga Springs, NY

Liberal Arts major with emphasis on Literature and Creative Writing.

High Honors

Advanced Certificate in Public Library Administration

Palmer Institute for Public Library Administration, 2009

Long Island University

Supervisory Skills for New Managers - Certificate of Completion

May, 2004

The State University of New York at Stony Brook

Stony Brook, NY

Public Librarian's Professional Certificate # 19743

The University of the State of New York Education Department

September 2000

SOFTWARE/SYSTEM SKILLS

Integrated Library Systems

Microsoft Office Suite (Word, Publisher, Outlook, Power Point, Excel)

Innovative Interfaces OPAC, Circulation, Cataloging, Lists

Intermediate Quickbooks

Internet and Database Searching

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing **Appointment**: Selectboard Meeting Date: 9/14/2026

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 9/14/2026

Authorized Signature: _____

General Information:

Full name of employee: <u>Kathleen Lacey</u>	Department: <u>Libraries</u>
Title: <u>Substitute Library Assistant</u>	Effective date of hire: <u>9/17/2026</u>

New Hire:

Permanent: <u>Y</u> <u>N</u>	If temporary, estimated length of service: _____
Hours per Week: <u>n/a</u>	Union: _____

Wages:

Union: _____	
Wages: Grade _____ Step _____	Wage Rate: <u>\$15</u> (annual/ <u>hourly</u>)
Notes: Substitutes do not work regular hours	

Copies to:

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



**TOWN OF
MONTAGUE
MASSACHUSETTS**

TOWN HALL
One Avenue A
Turners Falls, MA 01376

PLANNING BOARD
(413) 863-3200 ext. 112
Planner@montague-ma.gov

MEMORANDUM

TO: Selectboard
FROM: Ronald Sicard, Planning Board Chair
RE: Planning Board Recommendation to Change Sage Winter's Appointment from Associate Member to Full Member and to Appoint Kristi Bodin as Associate Member
DATE: September 10, 2026

Re: Planning Board Recommendation to Change Sage Winter's Appointment from Associate Member to Full Member:

Please accept this letter of support on behalf of the Planning Board to change Sage Winter's appointment from associate member to full member.

Enclosed is a letter from Sage stating that she would like to move from the associate member to a permanent member for the remainder of the vacant term, to end on 6/30/2027.

Re: Planning Board Recommendation to Appoint Kristi Bodin as Associate Member

After learning of Kristi Bodin's interest in serving on the Planning Board, the board invited her to attend a couple meetings as a way for introductions, to help familiarize herself with how meetings are typically run, and to ask any questions that either she or the board may have. Kristi attended the Planning Board's June 22 and August 25 meetings. Kristi seemed interested and engaged throughout each meeting while she listened to board discussions.

At the end of the August 25 meeting, the Planning Board remarked that Kristi would be a great addition to the board and recommended that he be appointed as an associate member. The associate member is a 1-year appointment ending on June 30, 2027.

As a standard practice, all new Planning Board members are encouraged to attend relevant trainings to learn more about board roles and responsibilities, as well as, open meeting, public records, and conflict of interest laws. A typical registration fee for trainings offered by [Citizen Planner Training Collaborative \(CPTC\)](#) is \$35. The Planning Department may reimburse Planning Board members for the registration fee.

Kristi has indicated that she is up-to-date with board trainings, but is agreeable to attend future ones, as needed.

Attached you may find Kristi's letter of interest/petition request.

Ronald Sicard



TOWN OF
MONTAGUE
MASSACHUSETTS

TOWN HALL
One Avenue A
Turners Falls, MA 01376

PLANNING BOARD
(413) 863-3200 ext. 112
Planner@montague-ma.gov

MEMORANDUM

TO: Selectboard
FROM: Sage Winter
RE: Change Planning Board Appointment from Associate Member to Full Member
DATE: September 10, 2026

I would like to move from the Planning Board associate member to a permanent member for the remainder of the vacant term, to end on 6/30/2027.

Sage Winter

Name: WINTER, SAGE

MONTAGUE APPOINTED OFFICIAL

NAME: SAGE WINTER

DATE: 9/14/2026

COMMITTEE: PLANNING BOARD

TERM: 1 YEAR

TERM EXPIRATION: 6/30/2027

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 09/14/26

WINTER, SAGE personally appeared and made oath that
he/she would faithfully and impartially perform his/her duty as a member of the
PLANNING BOARD 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.

Kristi A. Bodin



September 9, 2026

By In hand delivery and by email to ferns@montague-ma.gov

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

RE: Interest in Associate Planning Board Member position

Dear Selectboard:

I am writing to express my interest in the open position for Alternate Member on the Planning Board. I have recently attended two (2) in-person Planning Board meetings, and have expressed my interest to Ronald Sicard and the other Board members, as well as to Maureen Pollock. They have encouraged me to write to you.

I bring to the Planning Board more than 30 years of experience as an attorney, which included a strong focus on municipal law, zoning, planning, and other land use matters. My experience includes work in the Attorney General's Municipal Law Unit, and as Assistant Town attorney for the Town of Amherst during my employment with Seewald, Jankowski & Spencer. I also helped represent the Towns of Westminster and Westhampton, and was legal counsel for the Bondsville Fire and Water District from 2014 to 2022. I have also represented private clients in similar matters.

I have taken the following training classes with the Citizen Planner Training Collaborative (CPTC):

Roles & Responsibilities of Planning & Zoning Boards, June 18, 2025
A Peek Behind the Curtain of Permitting Projects, June 16, 2025
Special Permits & Variances, June 26, 2025

I have closed my law practice to new clients, and anticipate fully retiring by no later than the end of January 2027. I would really like an opportunity to expand my community service to the Town of Montague, which has been my home since 2002.

Thank you so much for your consideration.

A handwritten signature in blue ink, appearing to read 'Kristi A. Bodin'.

Kristi A. Bodin

Cc: Maureen Powell

Name: BODIN, KRISTI

MONTAGUE APPOINTED OFFICIAL

NAME: KRISTI BODIN

DATE: 9/14/2026

COMMITTEE: PLANNING BOARD - ASSOCIATE MEMBER

TERM: 1 YEAR

TERM EXPIRATION: 6/30/2027

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 09/14/27

BODIN, KRISTI personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the PLANNING BOARD - ASSOCIATE MEMBER 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.



Family and Medical Leave Act (FMLA) Policy

Policy Owner	Selectboard Office	Adoption Date	_____
Approved By	Selectboard	Chair Signature	_____
Related Form	FMLA Request Form (Form SB-01)	Review Cycle	As needed / legal update

I. Purpose

The Town of Montague provides eligible employees with family and medical leave in accordance with the federal Family and Medical Leave Act (FMLA), applicable federal regulations, Massachusetts law, the Town Personnel Policy Manual, and applicable collective bargaining agreements. This policy establishes a consistent process for requesting, reviewing, designating, tracking, and administering FMLA leave.

II. Eligibility

To be eligible for FMLA leave under this policy, an employee must have been employed by the Town for at least twelve (12) months and must have worked at least 1,250 hours during the twelve-month period preceding the commencement of the leave.

III. Qualifying Reasons for FMLA Leave

Eligible employees may take FMLA leave for qualifying reasons recognized under federal law, including:

- The birth of a child and care for the newborn child;
- Placement of a child with the employee for adoption or foster care;
- Care for the employee's spouse, child, or parent who has a serious health condition;
- The employee's own serious health condition that makes the employee unable to perform one or more essential functions of the employee's position;
- A qualifying exigency arising out of the covered military service of an eligible family member; or
- Care for a covered servicemember with a serious injury or illness when the employee meets the relationship requirements established by the FMLA.

Eligible employees generally may take up to twelve (12) workweeks of FMLA leave during the applicable 12-month period. Eligible military caregiver leave may provide up to twenty-six (26) workweeks during a single 12-month period, as provided by federal law.

A. Spouses Employed by the Town

When spouses are both employed by the Town and eligible for FMLA leave, they are limited to a combined total of twelve (12) workweeks of FMLA leave for the birth and bonding with the same child, placement and bonding with the same child through adoption or foster care, or care of a parent with a serious health condition.

This combined limitation does not apply to leave for an employee's own serious health condition, including qualifying pregnancy or childbirth-related incapacity or recovery; care of a spouse or child with a serious health condition; or a qualifying exigency. This limitation applies only to employees who are spouses as defined under the FMLA. Spouses employed by the Town may also be subject to the FMLA's combined twenty-six (26) workweek limitation when military caregiver leave is involved.



TOWN OF MONTAGUE

Family and Medical Leave Act (FMLA) Policy

B. Birth, Adoption, Foster Placement, and Bonding

FMLA leave for bonding following the birth of a child or placement of a child through adoption or foster care must be completed within twelve (12) months of the birth or placement.

Bonding leave generally must be taken as a continuous period of leave. Intermittent or reduced-schedule bonding leave may be taken only with the Town's approval, except where otherwise required by law.

IV. Calculation of the 12-Month FMLA Period

The Town uses a "rolling" 12-month period measured backward from the date of any FMLA leave usage.

Each time an employee takes FMLA leave, the remaining leave is the balance of the twelve (12) weeks not used during the twelve (12) months immediately before the FMLA leave is to start.

The Selectboard Office will determine the amount of FMLA leave previously used during the applicable look-back period and will advise the employee of the amount of FMLA leave available, consistent with the U.S. Department of Labor notice and designation process.

V. Requesting FMLA Leave

Employees who believe they may need FMLA-qualifying leave should notify their supervisor and the Selectboard Office as soon as practicable and should complete the Town of Montague Family and Medical Leave (FMLA) Request Form (Form SB-01). The completed form should be submitted to the Selectboard Office.

When the need for leave is foreseeable, employees should ordinarily provide at least thirty (30) days advance notice. When thirty days' notice is not feasible, notice must be provided as soon as practicable.

The Town's internal request form is intended to support consistent leave administration. An employee is not required to use the term "FMLA" or to have completed the internal form before the Town evaluates an absence that may qualify for FMLA protection. If a supervisor receives information indicating that an absence may be FMLA-qualifying, the supervisor must promptly notify the Selectboard Office.

Supervisors should not request detailed medical information and should not maintain medical certifications or other medical records within departmental personnel files.

VI. Town Review and U.S. Department of Labor Process

Upon receipt of the Town's FMLA Request Form, or whenever the Town otherwise becomes aware that an employee's leave may qualify under the FMLA, the Selectboard Office will administer the request using the applicable U.S. Department of Labor procedures and forms, including Form WH-381 (Notice of Eligibility and Rights & Responsibilities) and Form WH-382 (Designation Notice), or successor forms.

Potential FMLA-Qualifying Absences

Supervisors and department heads are not responsible for determining whether an employee qualifies for FMLA leave. However, they must promptly refer an absence to the Selectboard Office



TOWN OF MONTAGUE

Family and Medical Leave Act (FMLA) Policy

when information received from an employee reasonably indicates that the absence may qualify for FMLA protection.

Examples may include an expected absence of more than (3) three consecutive calendar days involving continuing medical treatment, hospitalization or inpatient care, surgery, pregnancy or prenatal care, recurring absences associated with a chronic health condition, an anticipated extended medical absence, or an absence to care for a qualifying family member with a potentially serious health condition.

These examples are administrative referral indicators only and do not determine whether an absence qualifies for FMLA leave. The Selectboard Office will make a determination in accordance with applicable law.

1. Eligibility and Rights & Responsibilities. The Town will determine FMLA eligibility and provide the required eligibility and rights-and-responsibilities information within the time required by federal law.
2. Certification. When permitted by law, the Town may require appropriate medical or other certification supporting the need for FMLA leave. Employees will be given the period required by law to provide requested certification.
3. Designation. Once sufficient information is available, the Town will notify the employee whether the leave is designated as FMLA leave and, when known, the amount of leave that will count against the employee's FMLA entitlement.
4. Ongoing Administration. The Town may require status updates, recertification, or fitness-for-duty documentation when permitted by law and identified in the applicable notice.

VII. Coordination of FMLA and Paid Leave

A. FMLA Protection and Employee Pay

FMLA and the Town's paid leave benefits serve different purposes.

FMLA provides eligible employees with federal job and benefit protections during a qualifying absence. Sick leave, vacation leave, personal leave, compensatory time, and other applicable paid leave provide the employee with pay during that absence.

When an absence qualifies for FMLA protection and the employee has paid leave available to be used for the reason for the absence, paid leave and FMLA will run concurrently.

The Town will designate qualifying leave as FMLA leave in accordance with applicable law. An employee may not defer or postpone FMLA designation by electing to use sick leave, vacation leave, personal leave, compensatory time, or another paid leave benefit instead of FMLA.

B. Required Concurrent Use of Paid Leave

The Town requires employees to use available paid leave during FMLA leave when that paid leave may properly be used for the reason for the absence under the Town Personnel Policy, applicable collective bargaining agreement, and applicable law.

Any paid leave used for an FMLA-qualifying absence will also be designated as FMLA leave and counted against the employee's available FMLA entitlement during the Town's applicable rolling twelve-month period.

Accordingly, paid leave and FMLA leave run concurrently. They are not separate or consecutive leave entitlements.



TOWN OF MONTAGUE

Family and Medical Leave Act (FMLA) Policy

An employee may not elect to take unpaid FMLA leave in order to preserve applicable paid leave for later use, nor may an employee elect to use applicable paid leave first in order to delay the designation or use of FMLA leave.

C. Maximum Compensation During Leave

The substitution or concurrent use of paid leave during FMLA leave is intended to provide continued compensation during an otherwise unpaid period of FMLA leave.

In no event will the coordination of FMLA leave with Town paid-leave benefits result in an employee receiving more than 100% of the employee's regular wages for the same period of absence, except where otherwise expressly required by law, collective bargaining agreement, or another applicable benefit program.

D. Birth, Adoption, Foster Placement, and Bonding

For FMLA leave associated with the birth of a child, placement of a child for adoption or foster care, or bonding with a newly born or newly placed child, the employee will use available paid leave that is applicable to the absence under the Town Personnel Policy or applicable collective bargaining agreement.

Where more than one applicable paid-leave category is available, the employee may select the order in which the available balances are charged, subject to the rules governing those leave benefits.

Once all applicable paid leave has been exhausted, any remaining approved FMLA leave will be unpaid.

E. Employee's Own Serious Health Condition or Care of a Covered Family Member

For FMLA leave taken because of the employee's own serious health condition, or to care for a covered spouse, child, or parent with a serious health condition, available sick leave to be used for the absence will be used first.

If applicable sick leave is exhausted before the employee's FMLA leave ends, the employee will continue to use other available paid leave to be used for the absence, including applicable vacation leave, personal leave, and compensatory time.

Where more than one such paid-leave category remains available, the employee may select the order in which those remaining balances will be charged.

The employee's ability to select the order of the remaining paid-leave categories does not constitute an election whether to use paid leave. Applicable paid leave is required to run concurrently with FMLA leave.

After all applicable paid leave has been exhausted, any remaining approved FMLA leave will be unpaid.

F. Military Caregiver Leave

An eligible employee may take up to twenty-six (26) workweeks of FMLA leave during a single twelve-month period to care for a covered servicemember with a serious injury or illness, as provided by federal law.

When available sick leave may properly be used to care for the covered servicemember under the Town Personnel Policy or applicable collective bargaining agreement, applicable sick leave will be used first.



TOWN OF MONTAGUE

Family and Medical Leave Act (FMLA) Policy

After applicable sick leave is exhausted, the employee will continue to use other available paid leave to be used for the absence, including applicable vacation leave, personal leave, and compensatory time. Where more than one such category is available, the employee may select the order in which those remaining balances will be charged.

Once all applicable paid leave has been exhausted, the remaining portion of the employee's approved military caregiver FMLA leave will be unpaid.

G. Qualifying Exigency Leave

An eligible employee may take FMLA leave for a qualifying exigency arising from the covered active duty or call to covered active duty of the employee's spouse, child, or parent, as provided by federal law.

Because qualifying exigency leave does not necessarily involve an employee's or family member's illness or injury, sick leave will not be used for qualifying exigency leave unless its use for the particular absence is independently permitted by the applicable Town Personnel Policy, collective bargaining agreement, or law.

Available vacation leave, personal leave, compensatory time, and any other paid leave to be used for the absence will be used concurrently with qualifying exigency FMLA leave.

Where more than one applicable paid-leave category is available, the employee may select the order in which those balances will be charged.

After all applicable paid leave has been exhausted, any remaining approved qualifying exigency FMLA leave will be unpaid.

H. When FMLA Leave Becomes Unpaid

FMLA leave will become unpaid only when:

- the employee has exhausted the paid leave that is available and applicable to the FMLA-qualifying absence;
- the employee has no available paid-leave category to be used for the particular absence; or
- applicable law or an applicable collective bargaining agreement otherwise requires or permits the leave to be unpaid.

Once applicable paid leave has been exhausted or is unavailable, the employee will continue on unpaid, job-protected FMLA leave for the balance of the employee's available FMLA entitlement.

Nothing in this policy expands the purposes for which a particular paid-leave benefit may be used under the Town Personnel Policy or an applicable collective bargaining agreement.

I. No Stacking or Deferral of FMLA and Paid Leave

FMLA leave and applicable paid leave run at the same time, not one after the other.

For example, if an eligible employee is absent for six weeks because of an FMLA-qualifying serious health condition and receives six weeks of paid sick leave, those same six weeks will also be designated and counted as six weeks of FMLA leave. The employee does not receive six weeks of paid sick leave followed by a separate twelve weeks of FMLA leave.

Likewise, an employee cannot request that the Town delay FMLA designation while the employee first uses sick leave or another applicable paid-leave balance.



TOWN OF MONTAGUE

Family and Medical Leave Act (FMLA) Policy

The source of the employee's pay during the absence is the applicable paid-leave benefit. The source of the employee's federal job and benefit protections is the FMLA. When both apply to the same absence, they run concurrently.

VIII. Collective Bargaining Agreements

Employees represented by a collective bargaining unit remain subject to the applicable collective bargaining agreement. FMLA leave and contractual leave will run concurrently when the same absence qualifies under both the FMLA and the applicable collective bargaining agreement, to the extent permitted by law and the agreement.

Nothing in this policy is intended to diminish, waive, or supersede a negotiated benefit or right. Where an applicable collective bargaining agreement provides a more generous leave benefit or expressly provides that a more liberal provision applies, the Town will administer the leave consistent with that agreement and applicable law.

IX. Intermittent and Reduced-Schedule Leave

FMLA leave may be taken intermittently or on a reduced work schedule when permitted by the FMLA. When intermittent or reduced-schedule leave is medically necessary, employees must make reasonable efforts, consistent with medical necessity, to schedule planned treatment in a manner that does not unduly disrupt Town operations.

Intermittent or reduced-schedule leave for bonding with a newborn or newly placed child will be permitted only as required by law or when otherwise approved by the Town. Employees using intermittent FMLA leave must comply with the Town's normal call-out and absence-reporting procedures unless unusual circumstances prevent compliance.

X. Health Insurance and Other Benefits

During approved FMLA leave, the Town will maintain the employee's group health insurance coverage on the same terms and conditions that would apply if the employee had continued working. The employee remains responsible for the employee's regular share of applicable insurance premiums.

Accrual of vacation, sick leave, seniority, or other benefits during periods of leave will be governed by the applicable Personnel Policy, collective bargaining agreement, benefit plan, and law.

XI. Retirement / Creditable Service During Leave

Retirement credit during a leave of absence will be administered in accordance with applicable regulations of the Montague Retirement Board. Supplemental regulations the Montague Retirement Board provide:

"Members on an unpaid leave of absence (who are not receiving workers compensation) will receive up to one-month creditable service for the leave of absence. Members will receive full service credit for a fully compensated leave of absence. Those members who are granted partial compensation for a leave of absence will receive partial service credit. This provision is retroactive to January 1, 1997."



TOWN OF MONTAGUE

Family and Medical Leave Act (FMLA) Policy

Accordingly, an employee whose FMLA leave transitions from paid to unpaid status should be aware that retirement credit may be affected. The Town will report compensation and leave status in accordance with applicable retirement requirements. Employees with questions regarding individual retirement credit should contact the Montague Retirement Board.

XII. Return to Work

Upon return from FMLA leave, an employee will be restored to the same position held when leave began or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment, as required by the FMLA.

When permitted by law, the Town may require an employee returning from leave for the employee's own serious health condition to provide a fitness-for-duty certification. Any such requirement will be communicated to the employee in the applicable FMLA notice.

XIII. Confidentiality

Medical certifications, medical records, and other medical information received in connection with an FMLA request will be maintained confidentially and separately from the employee's general personnel file, in accordance with applicable law. Supervisors will receive only the information necessary to administer the employee's absence, work restrictions, scheduling, and return to work.

XIV. Non-Retaliation and Non-Interference

The Town prohibits interference with an employee's lawful exercise of FMLA rights and prohibits retaliation against an employee for requesting, using, or seeking information concerning FMLA leave.

XV. Relationship to Other Laws, Policies, and Benefits

This policy is intended to be administered in coordination with the Town Personnel Policy Manual, applicable collective bargaining agreements, the Massachusetts Parental Leave Act and other applicable Massachusetts leave laws, workers' compensation requirements, retirement system requirements, and other applicable state or federal benefits and protections.

When an absence qualifies under more than one leave law, Town policy, or collective bargaining agreement, applicable leaves will run concurrently to the extent permitted by law. If a conflict exists between this policy and applicable federal or state law, the law will control.

XVI. Administration and Questions

The Selectboard Office is responsible for administering this policy, maintaining FMLA records, providing required notices, tracking FMLA usage, and coordinating with departments regarding approved leave. Employees with questions regarding FMLA leave, paid-leave coordination, benefits, or the Town's FMLA Request Form should contact the Selectboard Office.

Administrative references: U.S. Department of Labor FMLA forms WH-381 and WH-382; Town of Montague Personnel Policy Manual; applicable Town collective bargaining agreements; Town of Montague FMLA Request Form (Form SB-01).



Montague Police Department
180 Turnpike Road
Turners Falls, MA 01376
(413) 863-8911 | Fax: (413) 863-3210
Chief Jason D. Haskins



8

To: Montague Selectboard
From: Chief Jason D. Haskins, Montague Police Department
Date: September 14, 2026
Re: Community Policing Startup Funding Request

I respectfully request approval of a one-time allocation of **\$5,000** from the Community Development Discretionary Fund to establish a Community Policing Pilot Program for the Montague Police Department.

The purpose of this funding is to provide startup resources that will allow the Department to expand positive community engagement opportunities and strengthen relationships between police officers and the residents we serve. Community policing initiatives help build trust, increase accessibility to law enforcement, improve communication, and foster collaborative problem-solving within the community.

Funds would be used for initial program purchases including, but not limited to:

- Community event supplies and outreach materials
- Youth engagement and educational program resources
- Public safety and crime prevention materials
- Promotional items and giveaway materials for community events
- Equipment and supplies necessary to support community policing activities
-

This request is intended as a **pilot/startup investment**. The Department will evaluate program effectiveness, participation levels, and community impact over the coming year. If successful, future funding requests would be incorporated into the Department's regular operating budget beginning in FY28.

This investment will provide the foundation necessary to launch and sustain meaningful community engagement efforts that align with the Town's commitment to public safety, community partnership, and quality of life.

Thank you for your consideration.

Community Development Discretionary Account

Transfer Request

Allocation from 223-184-5200 (CD Unallocated)

Request Date: 9/14/2026

Authorization to transfer \$ 5,000

From: CD Discretionary Unallocated (223-184-5200)

To: CD Community Policing Pilot Program (223-184-5236-223006)

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$93,217.18

Balances post transfer

CD Discretionary Unallocated: \$ 88,217.18



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

August 31, 2026

Walter Ramsey
Montague Town Administrator
1 Avenue A
Turners Falls, MA 10376

Andrew Bernstein, Manager
Kearsarge Montague BD, LLC
1380 Soldiers Field Road, Suite 3900
Boston, MA 02314

RE: Montague-SWM-Landfill
Montague Burn Dump Closure Approval
BWPSW 43 – Landfill Closure Completion
File No. 26-192-001
FMF No. 39525
Application No. 25-SW43-0004-APP

Dear Mr. Ramsey and Mr. Bernstein,

On July 10, 2025 the Massachusetts Department of Environmental Protection (“MassDEP”) received an application entitled:

Construction Completion Report
Montague Burn Dump
Solar Energy Development Project
BWP SW 43 Permit Application
Landfill Closure Completion

Prepared and submitted by:
GZA GeoEnvironmental Inc.
Providence, RI

GZA GeoEnvironmental prepared the application on behalf of the Town of Montague (the “Town”) and Kearsarge Montague BD, LLC (“Kearsarge”). The application was certified by Ryan DaPonte, PE, Massachusetts Registered Engineer (Civil) #53436.

The report includes laboratory test results for low permeability material, non-destructive and destructive geomembrane test results, landfill gas well boring logs, an as-built plan, cross sections, a record notice of landfill operation, construction reports, field notes, and pictures.

Background

In the 1970s the landfill began at the top of a ravine, which is adjacent to Randall Brook on the eastern and southern side. In about 1973 the Town began to study leachate impacts to Randall Brook. Two pipes were installed in the ravine; an 8-inch perforated interceptor installed across the top of the ravine, connected to a 6-inch drain pipe running down the ravine, and an 8-inch perforated pipe running down the eastern side of the ravine. Both pipes discharged near the stream bank of Randall Brook, below the limit of waste fill. The pipes were intended to intercept groundwater and reduce leachate generation but collected leachate and discharged it to Randall Brook.

In about 1974 the Town installed a 10-inch concrete interceptor pipe at a lower elevation than the original 8-inch pipe with a 10-inch drainpipe running down to the bottom of the ravine. The older 6-inch and 8-inch pipes were cut back approximately 200-300 feet and plugged. Leachate continues to follow the original paths of the cut back pipes and impacts Randall Brook via leachate seeps. Leachate continues to flow from the 10-inch drainpipe with elevated levels of iron, manganese, and zinc. GZA estimates that flow from this pipe without a reducer is approximately 100,000 gallons per day.

The Burn Dump received final landfill cover as a combined project with the installation of a photovoltaic (“PV”) power system. A Corrective Action Design (“CAD”) for the final landfill cover and Post Closure Use Permit (“PCUP”) for the PV power system were simultaneously reviewed and were both approved by MassDEP on April 19, 2019, as two separate approvals. Both applications were prepared and submitted by Tighe & Bond. On July 27, 2020, and again on March 12, 2021 MassDEP issued Approvals modifying the April 5, 2019 CAD for the final landfill cover. On July 27, 2020 MassDEP issued a modification to the April

5, 2019 PCUP for the PV power system. The main purpose of July 27, 2020 amendments for both the landfill final cover CAD, and PCUP Approval was to revise the construction schedule, methods, and extend the project completion deadline. The purpose of the March 12, 2021 Approval was to modify the horizontal extent of the final cover and the stormwater management system following discovery of additional waste areas during construction. This Approval also further extended the project completion deadline to December 31, 2021.

During the project, as a result of waste being discovered in the southern portion of the landfill, the cover system and retention basin needed to be redesigned. The waste was discovered in a steeper side sloped area (approximately 3 horizontal : 1 vertical), and beneath what was originally designed to be the biofilter/retention basin area for stormwater. It was agreed between MassDEP and GZA at the time that concentrating stormwater over a waste layer would enhance impacts to groundwater. This site lacked space to relocate the retention basin to a space which would not be over a waste layer. The waste layer is very deep and, in some places, extends under the water table. A natural layer of clay underlies the waste layer in the basin area, and observations indicated that stormwater infiltration into the existing roughed-in basin was extremely slow. The modified design left the waste in place, but extended the cover system to the sloped area in the southern portion of the landfill and modified the cover system design. The modified cover system design continued to provide for a basin in approximately the same location, but with a modified design.

The original and revised designs were both intended to intercept stormwater, and leachate impacted groundwater from under the cover system, direct it to the basin, and provide a level of treatment through sand filtration. Two 8-inch HDPE perforated underdrains were installed under the cover system at higher elevations than the basin, perpendicular to the slope.

Proposed as part of the initial closure project was to plug the 10-inch underdrain pipe to reduce impacts to Randall Brook. Plugging the pipe would likely elevate the water table within the landfill which would likely affect the leachate impacted groundwater, and locations and elevations of leachate seeps around the ravine. The elevations of the underdrain pipes in the basin were designed to be installed higher than existing water table conditions based on the likelihood of the water table rising once the 10-inch interceptor pipe was plugged. Four solid wall HDPE drainpipes carry flow from the underdrains and

discharge it into the basin, geomembrane boots were installed where the pipes penetrate the geomembrane liner, and they were sealed and clamped to the pipes.

Stormwater issues arose after the combined closure project was completed. Issues included excessive stormwater runoff on the northern part of the PV power system, and an unintentional formation of a secondary basin on the southern part of the site behind a temporary woodchip berm, which appeared to detain stormwater and leachate impacted groundwater discharged from the sand filter basin. This provided further iron removal before water entered Randall Brook and was deemed beneficial by GZA and MassDEP and was left in place.

On September 26, 2022, MassDEP approved proposed modifications to address the stormwater issues noted above, which included removing the asphalt millings surface in the northeastern part of the PV power system and replacing it with gravel. A series of gravel infiltration trenches were also installed between PV panel rows in that sector of the PV power system. The September 26, 2022, Approval also approved construction of a permanent secondary stormwater basin to replace the temporary basin formed by the wood chip berm. In July 2023 there was a significant rainfall event which compromised the woodchip berm and prompted immediate action by MassDEP, the Town, GZA and Kearsarge. GZA promptly redesigned the secondary basin, which was approved by MassDEP on September 28, 2023. Construction of the secondary basin was completed by December 31, 2023.

The 10-inch underdrain pipe which discharges leachate-impacted groundwater was plugged as part of the initial final landfill cover and closure project. On September 22, 2022 MassDEP became aware that the plug was no longer intact and was dislodged. A four-inch pipe reducer was installed on June 16, 2025. Impacted water continues to discharge to Randall Brook.

Construction for the final cover began on June 5, 2020, with the final cover completed by October 20, 2021. Hydroseeding of the stormwater basin was completed by November 21, 2021. Construction for the solar array began on July 27, 2020. J Bates and Son LLC served as the general contractor for the landfill closure portion of the project and subcontracted labor and equipment from several other sub-contractors including Eco Earth Recycling of Westminster MA, Commonwealth Electric Technologies of Worcester MA, and Seaboard

Drilling of Chicopee MA. Stormwater basin improvements made in December 2023 were performed by J Pandelena and Son LLC.

Review of Construction Report

The final cover was constructed with a cap consisting of the following from top to bottom:

Central Plateau of Burn Dump

- 8 inches of vegetative support soil
- 18 inches of 1×10^{-5} cm/sec low permeability soil

Slopes surrounding sand filter stormwater management basin

- 8 inches of vegetative support soil
- 18 inches of 1×10^{-5} cm/sec low permeability soil
- 40 mil linear low-density polyethylene (“LLDPE”) geomembrane over subgrade

Sand filter stormwater management basin

- 24 inches of C-33 sand
- 12 inches of $\frac{3}{4}$ inch crushed stone
- One layer of 8oz/yd² filter fabric
- 40 mil LLDPE geomembrane

Secondary stormwater management basin

- 3-foot-tall soil berm
- 5-foot thick low permeability soil berm, and 6 inches of topsoil
 - Spillway inlet
 - Geotextile
 - 1.5foot layer of 12-inch rip rap
 - Spillway outlet
 - Woven geotextile
 - 6-12 inch layer of $\frac{3}{4}$ inch crushed stone to fill existing erosion
 - 6-inch layer of 1.5-inch crushed stone
 - 1.5-foot thick layer of 12+ inch rip rap
- A 1-foot high stone check dam was installed to divert bypass flows to eastern swale which terminates in the sand filter basin

Landfill Gas Control

A 2-foot deep by 2-foot-wide crushed stone trench was installed east to west in approximately the center of the PV power system, the trench is approximately 625 linear feet. The stone layer was wrapped in a non-woven geotextile, and a 4-inch slotted schedule 80 polyvinyl chloride (“PVC”) pipe was installed in the center of the trench. Five (5) 4-inch schedule 80 pipe risers were connected to the lateral collection pipe and extended five feet above the cap elevation. The top opening was capped with a screen.

Three landfill gas wells were installed in accordance with the conditions of the CAD Approval. One gas well was installed outside of the fence on the eastern side of the landfill between the Montague Recycling Center and the eastern side of the landfill, another was installed inside the solar fence on the northeastern side between the dog shelter and the landfill and the third was installed outside of the fence to north of the landfill located between the landfill and Judd Wire Inc. A combustible gas meter was installed inside of the dog shelter adjacent to the landfill. The gas wells were drilled by GeoSearch Environmental Contractors, and observed by GZA GeoEnvironmental Inc. Boring logs indicate that waste and/or burn debris was not encountered during drilling operations.

A gas venting layer was not proposed as part of the final cover design. MassDEP determined that it is acceptable to omit the gas venting layer given that the final cover is an alternative design, the barrier layer has a higher permeability than a standard cap, and a substantial amount of the landfill contains mostly burn debris.

Final Cover System Quality Assurance/Quality Control

Low Permeability Material

Low permeability material met project material specifications. 100% of soil passed a 3-inch sieve. All samples met the project specification of a permeability of less than 1.0×10^{-5} cm/sec, with results typically well below 1.0×10^{-6} cm/sec. Low permeability soil samples were taken and evaluated for a proctor value, which determined the maximum dry density of the soil and was used to determine the compaction percentages taken from nuclear moisture/density readings. All samples met the project specification of 95% compaction

or greater. Shelby tube samples were taken for triaxle permeability tests, and gradation, including hydrometer, and Atterberg limit testing/laboratory analyses were performed.

Geomembrane

The 40-mil LLDPE geomembrane is only used as a barrier layer for the landfill cap portion of the sand filter basin area, and as a barrier layer for the slopes surrounding the sand filter basin.

The report does not contain QA/QC data regarding the 40-mil LLDPE geomembrane, but QA/QC data was provided upon request including destructive and non-destructive field tests. Prior to the start of geomembrane welding (fusion and extrusion) trial welds were conducted. All fusion welds were non-destructively field tested using the air pressure method after the geomembrane was deployed and seamed. There were no failed field tests for fusion welds. All extrusion welds were non-destructively field tested using the V-box test method. All v-box tests passed.

It appears that destructive samples were taken from seams under the sand filter basin and that there were approximately 15 panels seamed as the base of the sand filter basin. 3 destructive seam samples were collected from the seams of the 15 panels for destructive testing. Laboratory results indicate that there were no failed seams. Destructive samples taken were repaired, non-destructively tested, and documented as a repair.

Topsoil

8 inches of vegetative support material was placed over 18 inches of a low permeability material over the portions of the landfill cap to be vegetated. Project specifications include having an organic content between 5%-8%. One laboratory result was included in Appendix E which provides the organic content result of 5.1% for a soil sample described as representing a blend of two parts Delta Sand and one part Bondi compost.

Final Grading

The final cover was graded so that the northern and central portions of the landfill do not have slopes that exceed 5%, and no greater than 33% on the southern slope.

Stormwater and Groundwater

Stormwater on the upper portion (5% slope) of the cap travels generally south via sheet flow. Three levels of diversion berms are lined with a 60-mil HDPE channel liner and rock fill, which direct stormwater towards the eastern or western rock lined down chutes. A check dam was installed on the northeastern portion of the landfill close to where the access road terminates, which directs stormwater into the eastern down chute. From the down chutes, water flows to a sand filter basin. Since the basin is lined, water will not be able to penetrate the ground. A design network of 4-inch perforated underdrain pipes are buried in the $\frac{3}{4}$ inch stone layer above the basin liner, laid 10 feet on center, and each connected to a 6-inch solid wall drainage header pipe to carry flow to an outlet structure. The outlet structure is a 4 foot x 4 foot precast concrete box with two inlets at two levels, both above groundwater levels, and one outlet for a 24 inch HDPE culvert pipe. There is a secondary outlet structure in the event that stormwater and groundwater exceed the capacity of the precast concrete outlet structure. A 7.5 foot wide rip rap lined spillway was constructed to transport water from the sand filter basin to the secondary detention basin. From the secondary detention basin, there is a stone spillway outlet which terminates in Randall Brook, which allows water to exit the basin in a controlled manner limiting erosion of the stream bank, and also allowing sediments and iron particulates to settle out before entering the stream.

PV Power System Initial Construction

Approximately 5.34 out of 8.1 acres of landfill is used for the PV Power System Array. Kearsarge Montague BD LLC installed the PV arrays on the plateau of the landfill, on land west of the landfill, and a canopy system to the north of the landfill. The entire system generates approximately 3.22 MW of DC power. The project also includes a battery storage system with an output capacity of 1,270 kW AC and a storage capacity of 2,600 kWh. PV panels placed on the landfill are supported by a non-penetrating and lightweight steel rack mounting system set on concrete ballast blocks. The ballast blocks were pre-cast and transported to the site during construction. Most ballast blocks were placed directly on the final vegetative landfill cover, however crushed stone and 8-inch rip rap were used in some areas to level the ballast blocks. Grounding plates were installed approximately 1-6 inches below ground surface and vegetative support material was replaced over the grounding plates after installation. Transformers and panel boards are mounted on

concrete pads near the grid interconnection which is off the landfill cap. The PV canopy to the north of the burn dump is supported by steel columns supported by concrete piers.

Access Control

An 8-foot chain link fence was installed along the northern, western and eastern perimeter of the PV array and a portion of the landfill to prevent unauthorized access. An access gate is located along the northern side of the PV array. A ravine is located along the western, eastern, and southern side of the landfill which acts as a natural barrier. The landfill is partially accessible via the western side of the landfill outside of the PV array limits.

Post Closure Maintenance and Monitoring Program

The Town did not propose to modify the environmental monitoring program. The April 5, 2019 Approval provides conditions for landfill gas and leachate seepage monitoring. The May 16, 2025 Approval provides the conditions and frequency for third party inspections of the landfill including the PV power system.

Notice of Landfill Operation and Record Notice

The landfill and landfill property are depicted on a plan recorded at the Franklin County Registry of Deeds on April 13, 2026 in Plan Book 147, Page 79. The Record Notice of Landfill Operation was filed April 13, 2026 in Book 8625, Page 20.

Determination

MassDEP has reviewed the Closure Certification Report and has performed inspections of the landfill both during and after closure. Based on the review of the Closure Certification Report, inspections made by MassDEP, and the Engineer's Certification Statement made by a Professional Engineer, MassDEP is issuing this letter of compliance certifying that the Cell 1 area has received final cover in accordance with the approved plans, with the exceptions described in the Construction Certification Report, subsequent submittals, and this permit approval.

This permit approval is issued pursuant to Massachusetts General Laws Chapter 111, Section 150A and 310 CMR 19.000, subject to the conditions set forth below and the

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

Conditions

1. The Town and Kearsarge Energy LP are the considered the Permittees of this Approval. The Permittees shall continue to comply with all previous Approvals and Permits issued except as may be modified by this Approval. The requirements of this Permit shall apply to any successors or assigns of the Permittees.
2. The Town or Kearsarge shall not implement any changes in design or post closure use activities without prior written MassDEP approval.
3. MassDEP and its agents and employees shall have the right to enter the site at all reasonable times without notice.
4. No transfer of this permit shall be permitted except in accordance with the requirements of 310 CMR 19.044.
5. MassDEP reserves the right to rescind, suspend or modify this permit.
6. In the event there is conflict between a prior approval or this approval, the language of this approval shall supersede.
7. The Town and/or Kearsarge shall maintain, care for, and monitor the site during the post-closure period in order to ensure the integrity of the closure measures and to detect and prevent any adverse impacts of the site on public health, safety or the environment.
8. In accordance with 310 CMR 19.142(5), during the post-closure period the Permittees shall perform the following activities at the Landfill:

- a. Take corrective actions to remediate and/or mitigate conditions that would compromise the integrity and purpose for the final cover;
 - b. Maintain the integrity of the final cover system;
 - c. Monitor and maintain the environmental monitoring systems for surface water, ground water and air quality;
 - d. maintain access roads;
 - e. maintain landfill gas control systems; and
 - f. protect and maintain surveyed benchmarks.
9. The Permittees are responsible for maintaining the integrity of the final cover system. Such maintenance includes mowing of the established grasses, preventing deep rooted trees, clearing fallen trees, replacing spent sand filter sand, clearing vegetation from the sand filter basin, cleaning out the underdrain network of the sand filter basin, and any other maintenance need that may arise throughout the span of the post closure maintenance and monitoring period.
10. Mowing of established grasses, and clearing vegetation from the sand filter basin shall take place at minimum once per calendar year. The Permittees shall monitor the performance of the sand filter basin and perform any maintenance required to keep or return it to design conditions, including but not limited to replacing the sand as necessary to address clogging or filtration performance deficiencies.
11. MassDEP reserves the right to require modifications to the final cover system in the future if post-closure maintenance and monitoring activities demonstrate that the cover system experiences a failure, and/or fails to adequately protect public health, safety, and the environment.
12. In accordance with 310 CMR 19.140(6), the post-closure period begins on the date of this determination. This certification shall remain valid for the period of time during which the Permittees maintain the integrity of the final cover system and complies with the post-closure requirements contained in 310 CMR 19.000 and in the conditions set forth herein.

Post Closure Maintenance and Environmental Monitoring

13. On May 4, 2025 MassDEP issued an Approval realigning the third party inspection frequency of the Montague Burn Dump, and Sanitary Landfill. Beginning on May 4, 2025, the Permittees shall ensure that third party inspections are conducted for both the Burn Dump Landfill, and the Sanitary Landfill by a qualified, independent, third party inspector in accordance with 310 CMR 19.018, according to the minimum inspection frequencies:
- a. In the 12 months after May 4, 2025, inspections shall be conducted on a minimum calendar quarterly basis.
 - b. In the period starting 12 months and ending 24 months after May 4, 2025, inspections shall be conducted on a minimum of a semiannual basis (twice per year) with approximately 6 months between consecutive inspections.
 - c. In the period starting 24 months after May 4, 2025, inspections shall be conducted on a minimum of an annual basis (once per year). Inspections shall continue to be conducted once per year until MassDEP issues a written determination that site conditions warrant a different frequency.
14. The following conditions shall apply to third party inspections:
- a. The entire final landfill cover system and access roads shall be walked and any problems with the final cover system, erosion, unusual or excessive settlement, stressed vegetation, damage to monitoring wells, landfill gas vents, and other appurtenances, and any other problems with the final cover system shall be identified.
 - b. An inspection report summarizing the inspection shall be prepared. The report shall be signed, certified, and filed with MassDEP and to the Board of Health within 30 days of the date of inspection.
 - c. Any problems with the security/access controls such as damaged gates and/or fences shall be identified, as well as any evidence that unauthorized access to the solar array area may have occurred.
 - d. Any deviations or actions that need to be taken to correct any problems shall be reported on a Corrective Action Plan and Schedule form and filed with MassDEP and Board of Health with the third-party inspection report.

15. Soil gas monitoring shall be conducted on a semi-annual (twice per year) at gas wells GW-1, GW-2, GW-3 and the air space in the dog shelter building which has a combustible gas detector in the building. Monitoring parameters shall include methane (%), hydrogen sulfide (ppm), oxygen (%), and carbon dioxide (%). A monitoring report shall be submitted to the Department within 60 days after each monitoring round. The Permittees shall comply with the following sections of 310 CMR 19.132 as required:

(g). When, at any time, the concentration of explosive gases exceeds 10% of the lower explosive limit (LEL) in any building, structure, or underground utility conduit, excluding gas control, gas recovery and leachate collection system components, the owner or operator shall:

- 1. take immediate action to protect human health and safety;*
- 2. notify the Department's Regional Office that covers the municipality in which the facility is located within two hours of the finding; and*
- 3. undertake the actions specified under 310 CMR 19.150: Landfill Assessment Requirements and 19.151: Corrective Action Requirements as required by the Department.*

(h) Except in buildings, structures and underground utility conduits for which 310 CMR 19.132(4)(g) applies, when, at any time, the concentration of explosive gases exceeds 25% of the lower explosive limit (LEL) at the property boundary or beyond, excluding gas control, gas recovery and leachate collection system components, the owner/operator shall:

- 1. take immediate action to protect human health and safety;*
- 2. notify the Department's Regional Office that covers the municipality in which the facility is located within 24 hours of the finding; and*
- 3. undertake the actions specified under 310 CMR 19.150: Landfill Assessment Requirements and 19.151: Corrective Action Requirements as required by the Department.*

16. The Permittees shall contract for the construction of an additional downgradient groundwater well for the purposes of sampling and monitoring. Within 60 days following the issuance of this Permit, the Permittees shall propose a location for the well for MassDEP review and approval. The Permittees shall notify MassDEP at least 7 days prior to the expected date of drilling. The well shall be constructed no later than December 31, 2026, unless an alternative deadline is approved by MassDEP in writing.

17. Groundwater shall be sampled on an annual basis from the following: monitoring wells MW-H, MW-B, TW-3A, GZ-01 and the additional downgradient groundwater well required by Condition 13, the leachate seepage area on the south of the Burn Dump Landfill along the Randall Brook streambank, and the underdrain pipe that discharges impacted water to Randall Brook. This sample location is designated as MH-DP on some site plans. Analytical parameters shall include the parameters listed at 310 CMR 19.132(1)(h)(1-3), plus PFAS via EPA Method 537.1 for all groundwater monitoring wells or EPA Method 1633 for groundwater samples with matrix interferences. Environmental monitoring shall comply with all other requirements of 310 CMR 19.132(1), particularly 19.132(1)(e), (g), (i) and (j). Results shall be tabulated and any data trends shall be described. All analytical results shall be submitted to MassDEP within 60 days after the sampling date. The analytical detection limits shall be below the Maximum Contaminant Levels, Drinking Water Guidelines (including for 1,4 dioxane), and MCP standards such that the results may be compared to published standards. Monitoring the Leachate seepage area south of the Burn Dump Landfill and the underdrain pipe (MH-DP) is a sampling condition required by the May 24, 2000 Montague Closure Certification for the Montague Sanitary Landfill. Duplicative samples are not required for these locations. From the date of issuance, samples from the underdrain pipe (MH-DP) and the leachate seep south of the Burn Dump Landfill shall be collected during the environmental sampling and monitoring conducted at the same time as the MW-H, MW-B, TW-3A, GZ-01, and new well sample locations at the Burn Dump Landfill.
18. PFAS sampling shall be performed as outlined in the June 2021 MassDEP Field Sampling Guide for PFAS sampling found here: (<https://www.mass.gov/doc/field-sampling-guide-for-pfas/download>). PFAS analyses shall be performed by laboratories that are certified by MassDEP, except as provided in 310 CMR 19.132(2)(e)3. The MCL of 20 ng/l (parts per trillion) is for the sum of six specified PFAS compounds: perfluorooctane sulfonic acid (PFOS); perfluorooctanoic acid (PFOA); perfluorohexane sulfonic acid (PFHxS or PFSxS); perfluorononanoic acid (PFNA); perfluoroheptanoic acid (PFHpA), and perfluorodecanoic acid (PFDA). All of these compounds shall be summed and compared to the MCL.
19. The Permittees shall monitor the underdrain pipe and inspect stormwater basins after intense rainfall or snowmelt events to verify that the structural integrity of the design has not been compromised.
20. The Permittees shall reevaluate and provide to MassDEP a written long-term management plan for the underdrain pipe which discharges impacted groundwater to Randall Brook. This long-term management plan shall be submitted no later than December 31, 2026.

21. Japanese knotweed shall not be cut with a weed trimmer or mower. Any existing patches of Japanese knotweed shall be managed in accordance with a management plan which shall be reviewed and approved in writing by MassDEP prior to implementation.

22. MassDEP reserves the right to modify the post closure maintenance and monitoring program.

This approval pertains only to the Solid Waste Management aspects of the proposal and does not negate the responsibilities of the owners or operators to comply with any other local, state, or federal laws, statutes and regulations or enforcement actions, including orders issued by another agency now or in the future. Nor does this approval limit the liability of owners or otherwise legally responsible parties from any other applicable laws, statutes or regulations now or in the future.

Pursuant to 310 CMR 19.033(5), any person aggrieved by the issuance or denial of this permit decision, except as provided for under 310 CMR 19.033(4)(b), may file an appeal for judicial review of said decision in accordance with the provisions of M.G.L. c. 111, s. 150A and c. 30A not later than thirty [30] days following the receipt of the final permit. The standing of a person to file an appeal and the procedures for filing such appeal shall be governed by the provisions of M.G.L. c. 30 A. Unless the person requesting an appeal requests and is granted a stay of the terms and conditions of the permit by a court of competent jurisdiction, the permit decision shall remain effective or become effective at the conclusion of the thirty [30] day period.

Any aggrieved person intending to appeal the decision to the superior court shall provide notice to the Department of said intention to commence such action. Said Notice of Intention shall include the Department File Number (26-192-001) and shall identify with particularity the issues and reason(s) why it is believed the approval decision was not proper. Such notice shall be provided to the Office of General Counsel of the Department and the Regional Director for the regional office which made the decision. The appropriate addresses to which to send such notices are:

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

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

No allegation shall be made in any judicial appeal of this decision unless the matter complained of was raised at the appropriate point in the administrative review procedures established in those regulations, provided that matter may be raised upon a showing that it is material and that it was not reasonably possible with due diligence to have been raised during such procedures or that matter sought to be raised is of critical importance to the public health or environmental impact of the permitted activity.

MassDEP reserves the right to rescind or modify this permit approval or to require additional operating conditions, should available information indicate such a need.

If you have any questions or comments regarding any of the matters stated above in this permit, please contact Brianna Dunn of my office at (781) 227-1418 or Brianna.Dunn@mass.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'J.P. Scheffler', with a stylized flourish at the end.

James P. Scheffler
Solid Waste Section Chief
Bureau of Air and Waste
Western Region

Ecc: Sam Urkiel – Montague DPW Superintendent

Ashley Gough – Montague Director of Public Health
Ryan DaPonte – GZA GeoEnvironmental Inc.
Jeffrey Thelen – Tighe & Bond

MEMORANDUM OF AGREEMENT

Temporary Public Parking – Crocker Cutlery Property, Avenue A/ First Street Alley

This Memorandum of Agreement (“Agreement”) is entered into by and between the **Franklin County Housing and Redevelopment Authority (“FCHRA”)**, acting in its capacity as administrator/agent for **Crocker Cutlery Limited Partnership**, and the **Town of Montague, Massachusetts (“Town”)**.

1. Property

This Agreement concerns the property owned by Crocker Cutlery Limited Partnership located on **Avenue A, Turners Falls, Massachusetts**, identified by the Town of Montague Assessors as **Parcel 04-0-0036**, containing approximately **0.1263 acres** (“Property”). The Town’s property records identify the parcel as being located in the CB zoning district.

2. Purpose

The Town is transferring property located off First Street Alley to Habitat for Humanity for the construction of six affordable homeownership units. The First Street property is presently used for neighborhood parking, and that parking will become unavailable during construction.

To provide temporary replacement parking during construction, FCHRA has agreed to make the underutilized parking area on the Property available for public use. Upon completion of the Habitat for Humanity project, six public parking spaces are anticipated to become available at the First Street property.

The parties therefore wish to establish a temporary public benefit by allowing public parking on the Property during this transitional period.

3. Temporary License for Public Parking

FCHRA, on behalf of Crocker Cutlery Limited Partnership, grants the Town permission to make the existing parking area on the Property available for public parking during the term of this Agreement.

This permission constitutes a **temporary, nonexclusive, revocable license only**. Nothing in this Agreement shall be construed as creating a lease, tenancy, easement, property interest, dedication to public use, or other permanent right in favor of the Town or any member of the public.

Crocker Cutlery Limited Partnership shall retain ownership of the Property, and FCHRA shall retain its existing authority to administer and manage the Property.

4. Term

This Agreement shall take effect on **October 31, 2026**, and shall continue for a period of two years, through **October 30, 2028**, unless terminated earlier pursuant to this Agreement.

The Agreement may be extended only by mutual written agreement of the parties.

5. Revocation and Termination

FCHRA may revoke the permission granted by this Agreement and discontinue public parking if the Property is needed for another purpose or if FCHRA determines that continued public parking is inconsistent with the operation, management, safety, redevelopment, or other use of the Property.

Whenever reasonably practicable, FCHRA shall provide the Town with advance notice before discontinuing public parking.

The Town may terminate its participation in this Agreement at any time upon written notice to FCHRA.

6. Snow, Ice and Maintenance.

The parties acknowledge that the parking area is not presently maintained by FCHRA as a plowed public parking facility. Nothing in this Agreement shall obligate the Town to plow, sand, salt, remove snow or ice, inspect, repair, or otherwise maintain the Property, nor shall this Agreement impose upon FCHRA any additional maintenance or snow-removal obligation beyond any obligation otherwise applicable to the Property. Public parking may be temporarily unavailable due to snow, ice, weather conditions, maintenance conditions, or other circumstances. The Town makes no representation or warranty to members of the public concerning the condition or availability of the Property for parking.

7. Property Operations and Parking Restrictions

Public parking shall be subordinate to the operation, management, and authorized use of the Property.

FCHRA may establish reasonable rules or restrictions governing use of the parking area and may temporarily restrict or close some or all of the parking area when reasonably necessary for property operations, maintenance, construction, emergencies, safety, or other legitimate purposes.

The Town and FCHRA may mutually agree upon appropriate signage identifying the area as available for temporary public parking and stating applicable parking restrictions.

Nothing in this Agreement guarantees the availability of any particular parking space or number of parking spaces at any particular time.

8. No Permanent Public Right

The parties acknowledge that the public parking authorized by this Agreement is intended solely as a temporary accommodation associated with the loss of parking resulting from construction of the First Street affordable housing project.

Use of the Property pursuant to this Agreement shall not create or establish any permanent public parking right, public way, easement, prescriptive right, dedication, adverse possession claim, or other interest in the Property.

9. Liability

Each party shall remain responsible for its own acts and omissions and those of its officers, employees, and agents to the extent provided by applicable law.

Nothing in this Agreement shall constitute a waiver by the Town of any immunity, limitation of liability, defense, or other protection available under Massachusetts law, including G.L. c. 258.

Neither the Town nor FCHRA guarantees the security of vehicles or personal property located within the parking area.

10. Insurance

Each party shall maintain such insurance coverage as it customarily maintains for its respective operations and responsibilities under this Agreement.

11. Entire Agreement

This Agreement constitutes the understanding of the parties regarding temporary public parking on the Property. Any amendment or extension shall be in writing and executed by authorized representatives of both parties.

FRANKLIN COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

acting as administrator/agent for Crocker Cutlery Limited Partnership

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF MONTAGUE

By its Selectboard:

Richard Kuklewicz, Selectboard Chair

Marina Goldman, Vice Chair

Nate Card, Clerk

Date: September 14, 2026

Locus map of subject parcel



AGREEMENT
for
WEIGHTS AND MEASURES SERVICES

9D

This Agreement is made by and between the Commonwealth of Massachusetts Division of Standards (the “Division”) and the Town of Montague, Massachusetts, a political subdivision of the Commonwealth of Massachusetts (“Municipality”).

WITNESSETH:

WHEREAS, M.G.L. c. 98, § 35(a) requires the Municipality to establish a comprehensive weights and measures enforcement system; and

WHEREAS, M.G.L. c. 98, § 35(a)(2) allows the Municipality to satisfy the obligations established pursuant to Section 35(a) by contracting with the Division for the enforcement of the laws pertaining to the sealing of weighing and measuring devices, item and unit pricing, and other laws relative to weights and measures; and

WHEREAS, the Municipality has explored the options available to the Municipality by law to satisfy the obligations established pursuant to M.G.L. c. 98, Section 35(a) and has chosen to contract with the Division pursuant to Section 35(a)(2) to meet those obligations; and

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

I. TERM

The Agreement shall have a term of one year (“Term”), with the initial Term commencing on January 1, 2027. The Agreement shall automatically renew as governed by Section VI.

II. SCOPE AND TIMING OF WORK

The Division shall furnish the Municipality with weights and measures services pursuant to M.G.L. c. 98, § 35(a)(2) during the Term, as follows:

1. The Division shall test and seal those commercial weighing and measuring devices in the Municipality that the Division determines are required by Massachusetts law to be tested and sealed.
2. The Division shall inspect those retail businesses operating in the Municipality which the Division determines are subject to the provisions of M.G.L. c. 98, § 56D for compliance with that section at least once every two years.
3. The Division shall inspect those retail businesses operating in the Municipality which the Division determines are subject to the provisions of M.G.L. c. 6, § 115A and M.G.L. c. 94, §§ 184B-184E for compliance with the unit pricing and item pricing laws.

4. The Division shall test and seal or inspect such other weights and measures devices or businesses in the Municipality which the Division determines must be tested and sealed or inspected pursuant to Massachusetts law.
5. The Division shall investigate those consumer complaints against businesses operating in the Municipality that the Division receives and that the Division determines state a legitimate claim concerning a possible violation of the statutes cited in Paragraph II.
6. The Division shall have the sole authority to determine the timing of the performance of its responsibilities contained in Paragraph II.
6. The Division shall provide the Municipality with a summary of all businesses in the Municipality where the Division inspected devices or conducted inspections during the Term ("Inspection Summary"). The Division will also include in the Inspection Summary the number and class of devices tested.

III. MUNICIPALITY PERFORMANCE

The Municipality shall notify the Division when new businesses commence operating in the Municipality which the Municipality has reason to believe are subject to weights and measures testing and sealing or inspection, as described in Paragraph II. The Division shall not be responsible for the testing and sealing or inspection of any such new businesses unless and until the Municipality has provided the name and address of any such new business to the Division. The Municipality may notify the Division of any complaints the Municipality receives about potential weights and measures violations in the Municipality.

IV. CONTRACT PRICE AND PAYMENT

The Municipality herein agrees to pay the Division for providing the services contained in Paragraph II during the Term pursuant to the following formula. To comply with the requirements of M.G.L. c. 98, Section 35(a)(2), the Division will determine the Contract Price in January after the Term by multiplying the average time the Division has determined each inspection type requires to perform, by the number of each such type of inspection the Division conducted in the Municipality during the Term, such sum to be multiplied by the estimated cost to the Division of performing inspections. The Municipality agrees to remit payment in full of this contract price, so calculated, no more than 30 days after the Municipality has received the Division's invoice and Inspection Summary. In order to provide the Municipality with a maximum contract price for planning purposes, the Division agrees to cap the contract price at \$7,835 ("Maximum Contract Price"). Regardless of the inspections the Division performs in the Municipality during the Term, the Division agrees that the contract price shall not exceed the Maximum Contract Price.

V. DEFAULT

The Municipality's failure to pay outstanding amounts due under this Agreement within thirty (30) days of receipt of the Division's invoice and Inspection Summary shall constitute a breach of the Agreement. Such a breach authorizes the Division, in its sole determination, to: 1) recover any still outstanding portion of the contract amount, including, but not limited to, by intercepting funds intended for the Municipality from the Commonwealth, and/or 2) terminate the Agreement

after providing at least thirty (30) days written notice of such breach and termination to the Municipality. Such termination shall not relieve the Municipality from any outstanding amounts due under this Agreement.

VI. RENEWAL AND TERMINATION

The Agreement shall automatically renew unless either party notifies the other party, no later than the November 30 prior to the start of the new Term, of the nonrenewing party's decision not to renew the Agreement. Either party may terminate the Agreement for any reason by providing at least sixty (60) days written notice to the other party. In the event of any such termination, the Municipality agrees to pay the Division for any inspections performed pursuant to this Agreement during the current term.

VII. REPRESENTATIONS AND WARRANTIES

The Municipality has been fully authorized to execute this Agreement and no further action is required for the Municipality to perform its obligations hereunder. This Agreement has been duly executed by the undersigned on behalf of the parties and constitutes a valid and binding obligation of the parties. The undersigned executing this Agreement on behalf of the Municipality has the right, power, authority, and legal capacity to enter into this Agreement and to bind the Municipality thereby. The Division makes no representations as to the correctness, sufficiency, or accuracy of any actions it performs or does not perform pursuant to the Agreement.

VIII. SEVERABILITY

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

IX. NOTICES

Any notices or communications related to this Agreement shall be in writing and sent by email and mail, concurrently,

if to the Division, to:

Commissioner
Division of Standards
One Federal Street, Suite 730
Boston, MA 02110-2012
Standards.mail@mass.gov

if to the Municipality, to:

Walter Ramsey, Town Administrator, Town of
Montague, 1 Avenue A, Turners Falls, MA 01376,
walterr@montague-ma.gov

X. LIABILITY OF PUBLIC OFFICIALS

To the full extent permitted by law, no official, employee, agent or representative of either party shall be individually or personally liable pursuant to any obligations contained in this Agreement.

XI. INDEMNIFICATION

To the fullest extent permitted by law, the Municipality agrees to indemnify and hold harmless the Division, and any employee or agent thereof, against all liability, including any expenses and reasonable attorney fees, to third parties (other than liability resulting primarily from the gross negligence of the Division) arising from any action or inaction of the Division in the performance of this Agreement. The Municipality's obligation to indemnify the Division will survive the expiration or termination of the Agreement by either party for any reason. The Division may, at its option, conduct the defense in any third-party action arising from the Agreement and the Municipality promises to fully cooperate with such defense.

XII. MISCELLANEOUS

This Agreement may not be assigned by the Municipality without the Division's prior written approval. If an assignment is authorized under this Agreement or applicable law, all terms and conditions shall be binding on the parties' successors and assigns. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by either party shall not constitute a waiver of any other provision or a waiver of the same provision at any other time. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement under seal as of the day and year first above written.

DIVISION OF STANDARDS

TOWN OF MONTAGUE

BY: /S/ David P. Rodrigues

BY: _____

David P. Rodrigues
Commissioner, Division of Standards

Name: Richard Kuklewicz_____

Title: Selectboard Chair_____

Date: September 14, 2026_____