

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, September 28, 2026

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/6327691840>

Meeting ID: 632 769 1840 Password: 945669 Dial into meeting: [+1 309 205 3325](tel:+13092053325)

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: September 21, 2026, if available
3. 6:30 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Personnel Board**
 - Police Business
 - Promote Joshua Hoffman to full-time Deputy Chief of Police effective October 11, 2026, Grade C, Step 8 at \$49.52/hour for 40 hours per week, contingent on contract negotiations.
 - Promote Peter Lapachinski to full-time Police Lieutenant effective October 11, 2026, Grade Lt, Step 6 at \$45.40/hour.
 - Appoint James Deery to full-time Police Sergeant effective October 11, 2026, Grade S, Step 7 at \$44.12/hour.
 - Promote Jacob Lapean to full-time Police Sergeant effective October 11, 2026, Grade S, Step 4 at \$39.23/hour.
 - Promote Cody Wells to full-time Police Sergeant effective October 11, 2026, Grade S, Step 4 at \$39.23/hour.
 - Union Business
 - Execute Memorandum of Understanding with NAGE regarding interpretation of Article 18 "Paid Leave and Overtime Calculation" pertaining to certain positions.
5. 6:50 **Elections Business**
 - Execute November 3rd, 2026 State Election Warrant, attached hereto
6. 7:00 **Assistant Town Administrator's Business**
 - Authorize contract with Sunshine Construction, LLC for Carnegie Library Roof Repairs. Contract value is \$15,900.00 to be funded with Town Meeting appropriation.
 - Other project updates

Montague Selectboard Meeting
September 28, 2026
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7. 7:05 Town Administrator's Business

- Discuss local financing strategy for proposed Franklin Tech School Building project assessment (approximately \$16 Million)
- Maple Leaf Foods announcement to close Turners Falls Facility in 2027
- Soap Box Derby was postponed until November 1st, 2026, same time and event schedule

Next Meeting

Selectboard Meeting: Monday, October 5th, 2026 at 6:00pm via Hybrid



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



4A

MEMORANDUM

TO: Montague Selectboard
FROM: Chief Jason D. Haskins
DATE: September 24, 2026
RE: Summary of 2026 Promotional Process

The promotional process for the positions of Deputy Chief, Lieutenant, and Sergeant commenced with the posting of the promotional announcement on August 7, 2026, in accordance with departmental policy.

Two eligible candidates, Detective Sergeant Joshua Hoffman and Sergeant Peter Lapachinski, expressed interest in the Deputy Chief and Lieutenant positions. Because there was one vacancy in each rank and both candidates sought consideration for the command positions, a combined promotional process was utilized for the Deputy Chief and Lieutenant vacancies.

Three eligible candidates, Officer Jacob Lapean, Officer James Ruddock, and Officer Cody Wells, applied for the two available Sergeant positions.

An Oral Board Interview was conducted with each candidate on September 10, 2026. Oral Board panel members included Community Member Ariel Elan, Greenfield Community College Chief Jack Vanasse, Hatfield Lieutenant Clint Phillips, Deerfield Sergeant Jen Bartak-Clark, and Northampton Lieutenant Brian Letzeisen.

On September 21, 2026, the Deputy Chief and Lieutenant candidates participated in Executive Presentations. Following the Executive Presentations, the same Promotion Committee conducted an Assignment Review involving all candidates and all available promotional positions.

The Promotion Committee consisted of Town Administrator Walter Ramsey, Selectboard Member Marina Goldman, Northampton Chief John Cartledge, Greenfield Community College Chief Jack Vanasse, Deerfield Chief John Paciorek, and Longmeadow Captain Carl Mazzaferro.

The Oral Board and Assignment Review components were scored by the respective committee members. The resulting raw scores were then weighted in accordance with the established promotional process by Chief Jason Haskins, resulting in the final promotional rankings.

Recommendations for promotion were based upon the final rankings, with recommendations made in order of the highest-scoring candidates for the available positions. The promotional process was conducted in accordance with departmental policy.

MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF MONTAGUE AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC., LOCAL 184

Police Department Command Structure - Lieutenant Position

This Memorandum of Agreement ("MOA") is entered into by and between the Town of Montague ("Town") and the New England Police Benevolent Association, Inc., Local 184 ("Union"). The Town and Union are collectively referred to as the "Parties."

WHEREAS, the Parties are subject to a collective bargaining agreement effective July 1, 2025 through June 30, 2028 ("CBA");

WHEREAS, the Town has proposed a revised Police Department command structure that eliminates the rank of Staff Sergeant and adds the ranks of Lieutenant and Deputy Chief;

WHEREAS, the Parties have bargained in good faith over the impacts of the Town's proposal to restructure the Department;

NOW, THEREFORE, the Parties agree as follows:

1. Establishment of Lieutenant Classification. Effective July 27, 2026, the classification of Lieutenant shall be established as a bargaining-unit position represented by Local 184. The Lieutenant shall perform the duties contained in the attached Lieutenant job description, as it may thereafter be amended consistent with the Town's management rights and bargaining obligations.

2. Elimination of Staff Sergeant Classification. Effective upon the permanent appointment of an employee to the Lieutenant position, the Staff Sergeant classification shall be eliminated and removed from the Department's organizational structure and from Appendix A of the CBA. No employee shall suffer a reduction in contractual seniority, vacation, sick leave, compensatory time, or other accrued benefits solely as a result of this restructuring.

3. Bargaining Unit Recognition. Section One of Article 3 of the CBA shall be amended so that Local 184 is recognized as the exclusive collective bargaining representative for a bargaining unit consisting of Sergeants and the Lieutenant, excluding patrol officers, detectives, the Chief of Police, Deputy Chief of Police, and all other managerial, confidential, and excluded employees.

4. Promotional Process and Appointment. The Lieutenant position shall be filled in accordance with Police Department Policy and Procedure No. 4.32 (Promotions) as approved by the Selectboard, including its eligibility, assessment, selection, appeal, and probationary provisions. Nothing in this MOA guarantees appointment or promotion to any particular employee.

5. Probationary Period. An employee promoted to Lieutenant shall serve a six-month promotional probationary period. During that period, the employee shall be evaluated in accordance with the promotional policy and applicable law. The probationary period shall not diminish any just-cause or other contractual rights that otherwise apply, except that a decision to return an employee to the employee's previously held bargaining-unit rank during the promotional probationary period shall not be subject to the grievance and arbitration procedure, provided the employee is restored without loss of seniority or accrued benefits.

6. Compensation. Section One of Appendix A shall be amended by deleting the Staff Sergeant wage line and replacing it with a Lieutenant wage line, which shall be identical to the former Staff Sergeant wages. The Lieutenant wage schedule shall be as follows:

Effective Date	Step 4	Step 5	Step 6	Step 7
July 1, 2026	\$41.97	\$43.65	\$45.40	\$47.21
July 1, 2027	\$43.23	\$44.96	\$46.76	\$48.63

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7. Initial Step Placement. An employee promoted to Lieutenant shall be placed at the lowest Lieutenant step that provides at least a ninety-five-cent (\$0.95) per hour increase over the employee's then-current base hourly rate, consistent with Appendix A, Section Four. Thereafter, step movement shall occur under Appendix A, Section Two.

8. Existing Contract Provisions. Except as expressly modified by this MOA, the Lieutenant shall receive the wages, hours, benefits, and other terms and conditions of employment applicable to members of Local 184 under the CBA. References in the CBA to "Sergeant" or "Sergeants" shall be construed to include the Lieutenant where the context concerns bargaining-unit employees generally, but shall not alter the Lieutenant's command responsibilities or create additional compensation unless expressly stated.

9. Command and Supervisory Authority. The Parties acknowledge that the Lieutenant is a command-level supervisor who may supervise Sergeants, patrol officers, detectives, civilian personnel, and specialized assignments as designated. The Lieutenant remains a member of Local 184 notwithstanding the exercise of such supervisory duties. The Deputy Chief of Police shall remain outside the bargaining unit.

10. No Precedent / No Admission. This MOA resolves the bargaining obligations associated with the restructuring described herein. It shall not be construed as an admission by either Party or as precedent regarding any unrelated classification, bargaining-unit placement, or management decision.

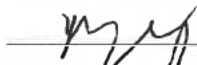
11. Duration and Incorporation. This MOA shall remain in effect for the duration of the CBA and shall be incorporated into any successor agreement unless the Parties mutually agree otherwise in writing.

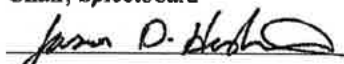
12. Entire Agreement and Authority. This MOA constitutes the complete agreement of the Parties concerning the matters addressed herein. It may be modified only by a written agreement signed by authorized representatives of both Parties. The signatories represent that they are authorized to bind their respective principals.

Agreed to this 27th day of July, 2026.

NEPBA LOCAL 184

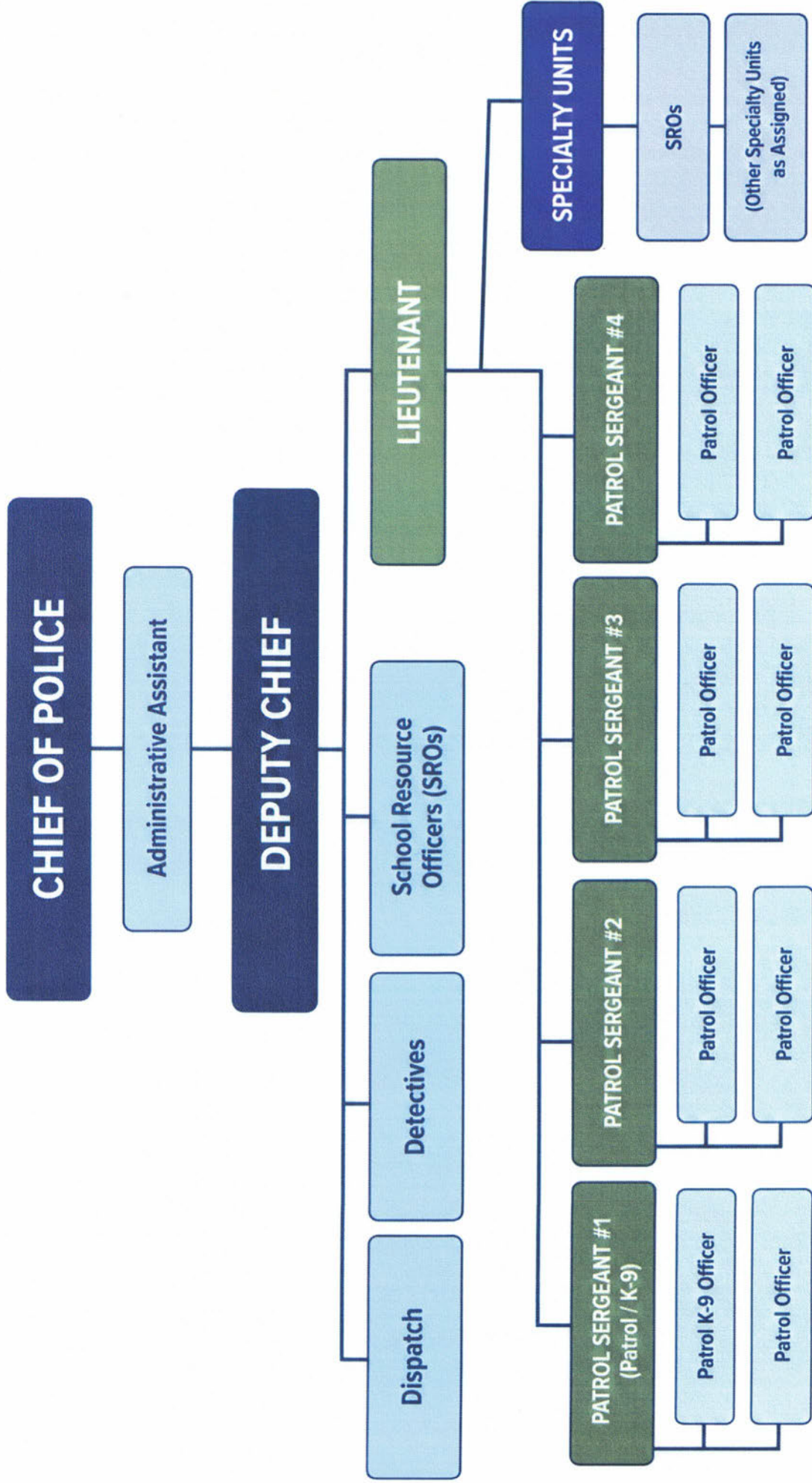
TOWN OF MONTAGUE


Chair, Selectboard


Chief of Police


Union Representative

7/23/2026
Date



Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1561

General Information:

Full name of employee: Joshua Hoffman Department: MPD
Title: Detective/Sergeant Effective date of change: _____

New Hire:

Permanent: ____Y____N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____

Old Pay: Grade S Step 7 Wage Rate: 44.12 (annual/ hourly)

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

Notes: Promotion to Deputy Chief pending contract negotiations

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



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

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



Chief Jason D. Haskins

Dear Joshua Hoffman,

I am pleased to inform you that I have recommended your appointment to the position of Deputy Chief of the Montague Police Department. This recommendation will be presented to the Selectboard for consideration on September 28, 2026.

Upon approval by the Selectboard and completion of the applicable appeal period, your promotion shall become effective on October 11, 2026, to pay grade C, step 8, at a compensation rate of \$49.52 per hour.

Prior to the effective date of the promotion, you will be required to:

- Execute a Deputy Chief Employment Agreement approved by the appropriate Town authorities;
- Complete any required post-promotion training;
- Satisfy any additional requirements imposed by law, regulation, or Department policy.

Upon assuming the position, you will serve a six-month promotional probationary period in accordance with applicable policy and employment agreements.

Sincerely,
Jason Haskins
Chief of Police
Montague Police Department

Accepted by: Joshua J. Hoffman

Applicant Signature: [Signature]

Date: 9/24/26

Joshua Hoffman

E-Mail: jhoffman@montague-ma.gov

EDUCATION

Southern New Hampshire University:

Currently Enrolled
BS Criminal Justice, Concentration in Police
Administration and Operations

Frontier Regional High School:

High School Diploma, 1997

Continuing/Professional Education

FBI-LEEDA Leadership Trilogy (120 Hrs.)
Five Day Intensive Supervisor Leadership Training (40 Hrs.)
SWAT 1- SWAT Operator (80 Hrs.)
Prevention and Response to Suicide Bombing Incidents (36 Hrs.)
Managing the Field Training Officer Program (16 Hrs.)
Managing and Conducting Background Investigations (8 Hrs.)
MPI Detectives Conference (annually)
Civil Rights Symposium (7.5 Hrs.)
Use of Force Investigations (8 Hrs.)
Crisis Intervention Training (40 Hrs.)
Property and Evidence Room Management (8 Hrs.)
Evidence Recovery and Processing (40 Hrs.)
Criminal Intelligence Liaison Officer for the Commonwealth Fusion Center (8 Hrs.)
The Reid Techniques of Investigative Interviewing and Advanced Interrogation (24 hrs.)

MPTC/Axon certified Taser Instructor (16 Hrs.)
MPTC Firearms- Handgun, Rifle, and Shotgun Instructor (80 Hrs.)
PTSD and Domestic Violence Training (8 Hrs.)
Child Sex Trafficking Conference (8 Hrs.)
Sexual Assault Investigator Cert. (40 hrs.)
Defensive Tactics Instructor Cert. (96 hrs.)
Drug Investigations (48 hrs.)
Active Shooter Preparedness Workshop (6 Hrs.)
Search Warrant Class (20 hrs.)
Buccal DNA Collection Cert.
Criminal Intelligence Liaison Officer
Pawn Shop Investigations (6.5 hrs.)
Officer Down Rescue Instructor (40 hrs.)
MPTC Western MA Regional Police Academy
-Received Physical Fitness Award
-Received Staff Award
MPTC Reserve Academy

Military Schools/Specialized Training

Basic Breacher's Course (1 week)
Expert Infantry Badge
Ranger School (Premier Army Leadership Course- 3 Months)
Airborne School (3 weeks)
Ranger Indoctrination Program (3 weeks)

WORK EXPERIENCE

Detective Sergeant: Montague Police Department, Montague MA

2019-Present

Supervise detectives assigned to my command. Review the performance of detectives under my supervision on a regular basis to determine whether they are properly, effectively and consistently carrying out their police duties. Ensure that when police performance of a detective under my command is unsatisfactory, measures are taken through encouragement, explanation, and/or referral to my superior officer or other means consistent with departmental policy to see that the detective's future conduct is up to standard. Implement all orders received from the Chief of Police. Responsible for conducting criminal investigations for all major crimes to include but not limited to sexual assaults, robberies, unattended deaths, homicides, narcotics, etc. Responsible for collecting and maintaining evidence, interviewing and interrogating individuals, documenting findings and assisting in court proceedings. Perform the daily duties of the court officer to include managing and updating all open case files, filling discovery requests, submitting all criminal complaints, conducting all hearings to include magistrate and show cause. Perform the duties of the evidence officer to include manage the evidence room, submit evidence for analysis to various labs, and provide all items of evidentiary value to the district attorney's office for all criminal proceedings. Assigned to the Internet Crimes Against Children (ICAC) Task Force which includes investigations into child pornography in the Town of Montague which are referred by the task force commander (Massachusetts State Police).

Sergeant: Montague Police Department, Montague MA**2017-2019**

Supervise patrol officers assigned to my command. Review the performance of officers under my supervision on a regular basis to determine whether they are properly, effectively and consistently carrying out their police duties. Ensure that when police performance of an officer under my command is unsatisfactory, measures are taken through encouragement, explanation, and/or referral to my superior officer or other means consistent with departmental policy to see that the officer's future conduct is up to standard. Implement all orders received from the Chief of Police. Respond to emergencies, incidents or dispatches as required. Take command of the situation until relieved by an officer of superior rank.

Detective: Montague Police Department, Montague MA**2015-2017**

Responsible for conducting criminal investigations for all major crimes to include sexual assaults, robberies, unattended deaths, homicides, narcotics, etc. Responsible for collecting and maintaining evidence, interviewing and interrogating individuals, documenting findings and assisting in court proceedings.

Police Officer: Montague Police Department, Montague MA**2010-2015**

Perform a variety of duties and services in support of basic police operations and functions. Respond to emergencies, incidents, or other calls received.

General Contractor/ Partial Owner/ Vice-President: Heilman Building and Restoration LLC, Buckland, MA.**2007-2010**

Manages projects and supervises job sites, coordinating and overseeing sub-contractors. Liaises between homeowners, architects, builders, plumbers, electricians, masons, excavators, roofers, insulators, sheet-rockers, painters, HVAC, landscapers, and building inspectors. On average, manages \$500,000 residential projects. Estimates cost and submits bids on 4-5 projects per year.

Lead Carpenter: Heilman Building and Restoration, Buckland, MA**2004-2007**

Led a crew of 3-4 carpenters in the framing and finish carpentry of various residential and commercial projects. Read construction documents and plans and laid out projects for carpenters to build.

Specialist E-4: U.S. Army, B Co. 2/75 Ranger Regiment, Ft. Lewis WA**2000-2004**

As an Army Ranger, part of U.S. Special Operations Command, was deployed to Afghanistan in support of Operation Enduring Freedom March 2002-June 2002 and again from November 2003-December 2003. Also deployed to Iraq in support of Operation Iraqi Freedom from March 2003- June 2003. Obtained and maintained a Secret Security Clearance for all four years. Acted as a: Rifleman, M203 gunner, M249 Saw gunner, Line Team Leader, 50 Cal. Machine gunner. Completed and graduated (class 09-01) from the Army Ranger School, the premier small unit tactics and leadership course.

SPECIALIED DUTIES

I perform many specialized duties for the Montague Police Department with which my specific assignment's job description does not include:

- Use of Force Officer in Charge
 - Review all use of force reports
 - Make recommendations during policy review
 - Ensure all incidents where force is used is done in accordance to policy, federal and state law.
- Civil Rights Officer
 - Investigate any crime which may have, however slight, been motivated by any bias as described in Mass General Laws c. 265, Sec. 37.
- Field Training and Evaluation Program Manager

- Oversee the Field Training and Evaluation Program (FTEP) for the Montague Police Department.
- Review all documents on a daily basis involved with evaluating a student officer from the Field Training Officers (FTO).
- Make recommendations to the chief, based on student officer evaluations, to either advance, graduate, extend a phase, or dismiss the student officer.
- Health and Fitness Instructor
 - Conduct annual physical fitness test (PFT) in accordance with the fitness incentive as described in the collective bargaining agreement.
 - Conduct PFT for all new hire candidates.
 - Assist officers and/or new hire candidates with incorporating a fitness regime and a schedule to follow for the fitness regime.
- Firearms Instructor/Firearms OIC
 - Prepare and lead all classroom, skills, and qualification training on the range.
 - Oversee the department arms room.
 - Order all ammunition, firearms, and firearms parts and materials.
 - Review/file all firearms discharge reports
- Taser Instructor/OIC
 - Prepare and lead all classroom and qualification training.
 - Review all Use of Force reports where a Taser was removed from the holster.
 - Provide statistical data, on a yearly basis, to the Executive Office of Public Safety and Security (EOPSS).
 - Oversee all Taser equipment to include maintaining and updating each Taser and ordering new Taser equipment.
- Franklin County Special Response Team (FCSRT), Lead Team Leader
 - Implement all orders and directives from the team commander.
 - Prepare and oversee all training.
 - Lead the tactical element on all operations.
 - Assume command in the absence of the team commander.
 - Assist the team commander with preparing Homeland Security grants.

SKILLS /AFFILIATIONS

- Computer proficiency with Microsoft Word, Excel, Quick Books, Power Point, DTS, Power DMS.
- Enjoys participating in fundraising events, such as road races and golf tournaments for various local charities and national organizations.
- Able to lead and manage personnel in a many different aspects of Law Enforcement.
- Highly motivated
- Willing and able to implement change when needed.

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 2432

General Information:

Full name of employee: Peter Lapachinski Department: MPD
Title: Sergeant Effective date of change: 10-11-26

New Hire:

Permanent: Y N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: NEPBA

Old Pay: Grade S Step 7 Wage Rate: 44.12 (annual/ hourly)

New Pay: Grade Lt Step 6 Wage Rate: 45.40 (annual/ hourly)
Notes: (Lieutenant)

Termination of Employment:

Resignation: _____ Retirement: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

_____ Town Clerk

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1245

General Information:

Full name of employee: <u>James Deery</u>	Department: <u>MPD</u>
Title: <u>Staff Sergeant</u>	Effective date of change: <u>10-11-26</u>

New Hire:

Permanent: <u> </u> Y <u> </u> N	If temporary, estimated length of service: _____
Hours per Week: _____	Union: _____
Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Board Authorizing: _____	Date of Meeting: _____

Grade/Step/COLA Change:

Union: <u>NEPBA</u>	
Old Pay: Grade <u>SS</u> Step <u>7</u>	Wage Rate: <u>47.21</u> (annual/ <u>hourly</u>)
New Pay: Grade <u>S</u> Step <u>7</u>	Wage Rate: <u>44.12</u> (annual/ <u>hourly</u>)
Notes: _____	

Termination of Employment:

Resignation: _____	Retirement: _____	Involuntary Termination: _____
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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

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1653

General Information:

Full name of employee: Jacob Lapean Department: MPD
Title: Patrolman Effective date of change: 10-11-26

New Hire:

Permanent: ___Y___N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: NEPBA

Old Pay: Grade P Step 10 Wage Rate: 36.95 (annual/ hourly)

New Pay: Grade S Step 4 Wage Rate: 39.23 (annual/ hourly)

Notes: promotion to Sergeant

Termination of Employment:

Resignation: _____ Retirement: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

_____ Town Clerk

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1773

General Information:

Full name of employee: Cody Wells Department: MPD
Title: Patrolman Effective date of change: 10-11-26

New Hire:

Permanent: ___ Y ___ N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (~~annual~~/ hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: NEPBA

Old Pay: Grade P Step 10 Wage Rate: 36.95 (annual/hourly)

New Pay: Grade S Step 4 Wage Rate: 39.23 (annual/ hourly)

Notes: promotion to Sergeant

Termination of Employment:

Resignation: _____ Retirement: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

_____ Town Clerk

MEMORANDUM OF AGREEMENT
Between the Town of Montague and the National Association of Government
Employees

Article 18 – Paid Leave and Overtime Calculation

This Memorandum of Agreement (“MOA”) is entered into by and between the Town of Montague (“Town”) and the National Association of Government Employees (“NAGE” or “Union”) concerning the application of Article 18 of the parties’ collective bargaining agreement effective July 1, 2025 through June 30, 2028.

The parties agree as follows:

1. Covered Positions

This MOA shall apply only to employees serving in the following NAGE bargaining-unit positions:

- DPW Foreman;
- DPW Shop Foreman;
- Clean Water Facility Foreman; and
- Clean Water Facility Lab Manager.

2. Work Schedules and Daily Overtime Thresholds

For covered DPW employees, the regular work schedule shall consist of ten (10) hours per day, four (4) consecutive days per week, Monday through Thursday. For covered Clean Water Facility (CWF) employees, the regular work schedule shall consist of eight (8) hours per day, Monday through Friday, for a total of forty (40) hours per week, with varying hours as assigned by the Superintendent or his/her designee.

Consistent with Article 18 of the NAGE Collective Bargaining Agreement, overtime shall be paid for all hours worked in excess of forty (40) hours in a regular workweek and for all hours worked in excess of the employee's applicable regular daily work schedule. Accordingly, the daily overtime threshold shall remain ten (10) hours for covered DPW employees working a ten-hour schedule and eight (8) hours for covered CWF employees working an eight-hour schedule.

3. Paid Leave and Overtime Calculation

Notwithstanding Article 18(B)(1) of the NAGE Collective Bargaining Agreement, and consistent with the treatment provided under Article 13(G) of the UE Collective Bargaining Agreement, vacation, holiday, and sick time paid for but not actually worked shall be considered hours worked solely for the purpose of determining whether a covered

employee has exceeded forty (40) hours in the regular workweek and is therefore entitled to overtime compensation.

There shall be no pyramiding of premium and/or overtime pay.

Except as expressly modified by this Memorandum of Agreement, all other provisions of Article 18 of the NAGE Collective Bargaining Agreement, including the applicable daily overtime thresholds, shall remain unchanged and in full force and effect.

4. Resolution of Dispute

Upon execution of this MOA, NAGE agrees that any grievance or potential grievance concerning the Town's August 2026 interpretation or implementation of Article 18 as it relates to the matters addressed herein is resolved and withdrawn with prejudice.

5. No Broader Precedent

This MOA represents a negotiated resolution applicable only to the covered positions identified above.

6. Duration

This MOA shall remain in effect through end of the current NAGE contract, unless modified by mutual written agreement of the Town and NAGE.

The parties may address the subject matter of this MOA during negotiations for a successor collective bargaining agreement. Absent agreement to continue these provisions in a successor agreement, neither party waives its right to propose different language during successor bargaining.

7. Remaining Agreement

Except as expressly modified by this MOA, all provisions of the collective bargaining agreement shall remain unchanged and in full force and effect.

FOR THE TOWN OF MONTAGUE

Date: _____

FOR NAGE

Date: _____

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2026 STATE ELECTION

SS.

To the Constables of the Town of MONTAGUE

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town of Montague who are qualified to vote in Elections to vote at:

Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls; Precinct No. 5, downtown section of Turners Falls, The Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gymnasium, 82 Industrial Blvd., Turners Falls on **Tuesday, the Sixth Day of October**, to bring their votes on one ballot to the Election Officers fo

On **TUESDAY, THE THIRD DAY OF NOVEMBER, in the Year of Our Lord Two Thousand Twenty-Six, from 12:00 PM (NOON) to Eight P.M.** for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

SENATOR IN CONGRESS	For this Commonwealth
GOVERNOR and LIEUTENANT GOVERNOR	For this Commonwealth
ATTORNEY GENERAL	For this Commonwealth
SECRETARY OF STATE	For this Commonwealth
TREASURER	For this Commonwealth
AUDITOR	For this Commonwealth
REPRESENTATIVE IN CONGRESS	For SECOND DISTRICT
COUNCILLOR	For EIGHTH DISTRICT
SENATOR IN GENERAL COURT	For HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT	For FIRST FRANKLIN DISTRICT
DISTRICT ATTORNEY	For NORTHWESTERN DISTRICT
REGISTER OF PROBATE	For FRANKLIN COUNTY
SHERIFF	For FRANKLIN COUNTY
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS	
EXECUTIVE COMMITTEE	For FRANKLIN COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 6, 2026?

SUMMARY

This proposed law would make most records held by the Legislature and the Office of the Governor public records under the Massachusetts Public Records Law. This proposed law would exempt documents related to the development of public policy and communications between legislators and their constituents, if those communications are reasonably related to a constituent's request for assistance in obtaining government-provided benefits or services or interacting with a government agency.

A YES VOTE would make most records held by the Legislature and the Office of the Governor public records under the Massachusetts Public Records Law.

A NO VOTE would make no change to the Massachusetts Public Records Law.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 6, 2026?

SUMMARY

This proposed law would specify that employees of the Committee for Public Counsel Services (“CPCS”) are permitted to engage in collective bargaining with their employer. It would also require CPCS, after executing a collective bargaining agreement, to request the appropriation necessary to fund such agreement from the Governor.

A YES VOTE would specify that Committee for Public Counsel Services employees may form a union to collectively bargain with their employer.

A NO VOTE would make no change to the law governing labor relations for Committee for Public Counsel Service employees.

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 6, 2026?

SUMMARY

This proposed law would eliminate political party primaries for state elections and instead establish a system where there would be a single, all-party primary in which all candidates, regardless of their party affiliation, would be listed on one ballot, and voters could vote for any candidate on the ballot. The two candidates receiving the most votes in the primary would advance to the general election ballot.

This proposed law would require candidates for governor and lieutenant governor to run and be listed jointly on the ballot in the primary.

This proposed law would provide political party status to any group whose candidates for any statewide office received at least 3% of the ballots cast in the state primary.

A YES VOTE would eliminate separate party primaries for state elections and require a single primary in which all candidates appear on one ballot, voters could vote for any candidate, and the top two candidates would advance to the general election.

A NO VOTE would make no change to the laws governing primary elections.

QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 6, 2026?

SUMMARY

This proposed law would permit eligible individuals to register to vote or update their voter registration address on Election Day.

An individual who is eligible to vote could register to vote on Election Day by going to the polling place in the precinct where they live during voting hours and presenting proof of residency and signing a written oath. Proof of residency could be a valid photo identification, or documentation showing the individual's name and the address where the individual resides, such as a current utility bill, bank statement, government check, residential lease, wireless telephone statement, paycheck, current student fee statement or other document from a post-secondary school, or another government document or correspondence. The written oath would require the individual to certify that they are a citizen of the United States, are at least 18 years old, are not legally prohibited from voting, and have not and will not vote in the same election at another location. The oath would require the individual to acknowledge that providing false information is a felony punishable by not more than 5 years imprisonment or a fine of not more than \$10,000, or both.

If an individual did not present proof of residency, they would be allowed to cast a provisional ballot, which would be counted only if the individual returned to provide the required information before the close of polls for a municipal election; within two days after a state primary; or within six days after a state election.

Individuals who register to vote on Election Day would be registered to vote in future elections as well as in the election taking place that day.

Individuals who are already registered to vote would not be able to change their political party affiliation on Election Day.

The proposed law would take effect on January 1, 2028.

A YES VOTE would permit eligible citizens to register to vote or to update their voter registration address at their polling place on Election Day.

A NO VOTE would make no change to the laws governing voter registration.

QUESTION 5: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 6, 2026?

SUMMARY

This proposed law would change the limit on how much revenue the state can collect in a given year. The proposal would limit state revenue in a given year to the net amount of state revenue from the year before, increased by a rate equal to the average growth of wages and salaries in Massachusetts over the most recent three years. If revenue collected by the state in a given year exceeds the limit, the excess amount would be refunded to taxpayers the following year. The proposed law would include all revenue from the surtax on incomes over \$1 million when calculating the revenue limit and when determining whether state revenue exceeds the limit.

The provisions of the proposed law would all be effective as of July 1, 2027.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect.

A YES VOTE would change the limit on state revenue collection, tying it to prior year collections plus average wage and salary growth, and provide for a rebate of revenue exceeding that limit.

A NO VOTE would make no change in the law relative to state revenue collection.

QUESTION 6: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 6, 2026?

SUMMARY

This proposed law would establish a Nature for All Fund that, subject to appropriation by the Legislature, would receive 50% of state taxes collected from the sale and use of sporting goods, recreational vehicles, and golf courses for the first year of its operation. After July 1, 2028, the Nature for All Fund would begin receiving, subject to appropriation by the Legislature, 100% of state taxes collected on the sale and use of sporting goods, recreational vehicles, and golf courses. The sales tax revenue received by the Nature for All Fund would exclude sales tax revenue transferred to the Massachusetts Bay Transportation Authority State and Local Contribution Fund and the School Modernization and Reconstruction Trust Fund. The proposed law would allow the state Executive Office of Energy and Environmental Affairs to spend the money in the Nature for All Fund for natural resource conservation.

The proposed law would allow public and private donations to the Nature for All Fund. The proposed law would prevent the state comptroller from transferring surplus funds in the Nature for All Fund at the end of the fiscal year. It would also allow state agencies, municipalities, public charities involved in natural resource conservation, tribal governments, and other regional public entities to receive money from the Nature for All Fund.

Natural resource conservation would include the conservation or restoration of land to protect drinking water, streams, rivers, lakes, coasts, farms, forests, connectivity between open spaces, and lands and natural resources of indigenous cultural significance. Natural resource conservation would also include the creation, improvement, and management of parks, trails, greenspaces or outdoor recreation access.

The proposed law would establish a 15-member Nature for All Board that consists of five state officials and ten members of the public appointed by the Governor. The proposed law would require the ten members of the public to include representatives of underserved communities and indigenous peoples and at least one person with expertise or experience in natural resource conservation. The proposed law would allow the state Executive Office of Energy and Environmental Affairs to spend money from the Nature for All Fund to hire staff to manage the fund. The proposed law would also require the Nature for All Board to establish rules about how the money in the Nature for All Fund should be spent, including rules regarding alignment with environmental justice principles, access to and restoration of lands and natural resources of indigenous cultural significance, promotion of affordable housing development, and other matters regarding spending and bond issuance.

The proposed law would require the state Executive Office of Energy and Environmental Affairs to submit an annual report to various state committees regarding the funds spent to buy or improve land in cities and towns containing environmental justice populations.

The proposed law would take effect on July 1, 2027.

A YES VOTE would create a fund that could be utilized for natural resource conservation that would receive some state taxes collected on the sale and use of sporting goods and recreational vehicles, and the use of golf courses.

A NO VOTE would not create this natural resource conservation fund or change how sales and use taxes are spent.

QUESTION 7: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 6, 2026?

SUMMARY

This proposed law would allow single-family homes to be built in a residentially zoned area as long as the land on which it is to be constructed is at least 5,000 square feet, has at least 50 feet of land bordering the street, road, or public way that it faces, and has access to public sewer and water services.

The proposed law would allow cities and towns to reasonably regulate certain aspects of those single-family homes, including their height, distance from neighboring buildings, open space, parking requirements, and whether they can be rented out on a short-term basis. The proposed law would also allow the Executive Office of Housing and Livable Communities to issue guidance or regulations to administer the proposed law.

A YES VOTE would allow single-family homes to be built on lots of 5,000 square feet or more in residential areas, subject to reasonable local regulation of certain aspects of those homes.

A NO VOTE would make no change to the law relative to building single-family homes.

QUESTION 8: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 6, 2026?

SUMMARY

The proposed law would change the type and amount of marijuana that may legally be possessed in Massachusetts by repealing the laws that legalize, regulate, and tax the retail sale of adult recreational use marijuana in Massachusetts. The proposed law would also permit persons 21 years of age and older to possess 1 ounce or less of marijuana including no more than 5 grams in the form of concentrate, and to gift or transfer to another person 21 years of age and older 1 ounce or less of marijuana including no more than 5 grams in the form of concentrate. The proposed law would also impose a civil penalty of \$100 and forfeiture of the marijuana for the possession of marijuana between the weight of 1 and 2 ounces.

For persons 21 years of age and younger, the proposed law would make the possession of 2 ounces or less of marijuana a civil infraction subject to a \$100 fine, forfeiture of the marijuana, completion of a drug awareness program and community service, and notification to their parents or legal guardian of the offense and penalties.

The proposed law would allow currently licensed adult recreational marijuana businesses to apply on an expedited basis to become a licensed medical marijuana dispensary and to sell their remaining inventory of adult recreational marijuana to medical marijuana dispensaries. The proposed law would retain the Cannabis Control Commission but modify its authority so it would regulate only the medical marijuana market.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect.

The proposed law would take effect on January 1, 2028.

A YES VOTE would prohibit the legalization, regulation, and taxation of the retail sale of adult recreational use marijuana, and change the penalties for possession of marijuana.

A NO VOTE would make no change to the law relative to marijuana.

QUESTION 9: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives on July 18, 2024 by a vote of 124 to 33, and approved by the Senate on July 18, 2024 by a vote of 35 to 5?

SUMMARY

This law makes a number of changes to Massachusetts laws governing firearms.

The law adds school administrators and licensed healthcare providers as parties permitted to ask a court to issue an Extreme Risk Protection Order – requiring an individual to surrender or relinquish their firearm licenses, permits, and firearms - if an individual is a present danger to self or others. The law also provides that, when issuing an Harassment Prevention Order, a court may also order the surrender of firearms licenses, permits, and firearms.

The law imposes penalties for possessing, creating, and transferring untraceable “ghost gun” firearms and requires all firearms except antiques and relics, including unfinished frames and receivers that can be readily made into a finished product, to have serial numbers. The law includes privately-made guns like 3D-printed guns within the provisions governing untraceable “ghost gun” firearms.

The law changes firearms licensing requirements to: (1) allow local licensing authorities to request prior license and permit information from the state, as well as access petitions for involuntary mental health commitments denied by a court in addition to prior involuntary commitments, as a part of their review of applications for licenses to carry firearms, firearm ID cards, and licenses to sell firearms; (2) require an individual to be 21 years of age to own semiautomatic rifles or shotguns; (3) add the possibility of incarceration of up to six months for a second offense of failing to report a firearm loss or theft; and (4) enable 12-15 year olds to apply for a self-defense spray permit with parental permission, and 15 to 18 year olds to apply independently.

The law allows local firearm licensing authorities to transfer the responsibility to inspect firearm dealers to the State Police. The law requires local licensing authorities to attend statewide training regarding those inspections. It requires dealers to confiscate expired or suspended licenses and report them to the state and to local licensing authorities.

The law changes the definition of “machine gun” to include bump stocks, trigger cranks, Glock switches and auto sears among the devices whose possession and use are subject to penalties. It expands the definition of “silencer” to include the parts used to construct a silencer.

The law clarifies how to determine whether a firearm is an assault-style weapon and the circumstances under which a person may continue to possess assault-style weapons and large capacity feeding devices they already own.

The law requires the state Firearm Control Advisory Board and the state Secretary of Public Safety and Security to review and update the rosters of prohibited assault-style firearms, approved firearms, and approved firearms sold for target shooting.

The law clarifies requirements relating to the carry and transport of firearms in motor vehicles and ATVs. It prohibits the carrying of firearms in government buildings, polling locations, and schools, with certain exceptions.

The law expands data compilation and reporting requirements to and from the state, and creates a publicly-accessible dashboard of anonymized aggregate firearm data, along with a commission to study that data.

The law requires the State Police to provide training and a test for new applicants for licenses to carry or Firearm ID cards.

The law establishes two special legislative commissions – one to examine funding for violence prevention services, and one to study emerging firearms technology.

The law criminalizes discharging a firearm and striking a building in use.

A YES VOTE would keep in place the law, which increases the regulation of firearms, including ghost guns, machine guns, and assault-style weapons.

A NO VOTE would repeal this law.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2026.
(month)

Selectboard of Montague

Richard J. Kuklewicz, Chair _____

Marina Goldman, Vice Chair _____

Nate Card, Clerk _____

Franklin, ss Montague, MA, September _____ 2026

Pursuant to the within warrant, I have warned the inhabitants of the Town of Montague, by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least seven days

_____, 2026.
Constable (month and day)

Warrant must be posted by **October 27, 2026** (at least *seven days prior* to the **November 3, 2026** State Election).

CONTRACT
AGREEMENT FOR CONSTRUCTION
PROJECT UNDER C 149

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Sunshine Construction LLC, with an address of 77 Church Street, Wilmington, MA 01887, hereinafter referred to as "Contractor", effective as of the ____ day of September, 2026. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for the **Carnegie Library Roof Repairs project**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 2026 through _____.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$15,900.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability \$3,000,000.00 aggregate	\$1,000,000.00 each occurrence
Excess Umbrella Liability \$2,000,000 annual aggregate	\$2,000,000 each occurrence

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(if applicable)

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

CONTRACTOR

By

Printed Name and Title

TOWN OF MONTAGUE

by its Selectboard

Approved as to Availability of Funds:

Town Accountant

(\$_____)
Contract Sum

APPENDIX A

WRITTEN SCOPE OF WORK

Overview of Project

The Carnegie Library serves as the flagship facility of the three-branch Montague Public Libraries system. It contains a total area of +/- 7,600 sq. ft. and is situated on a 0.28-acre parcel of land.

Built in 1905, the Library was constructed of yellow Pennsylvania brick with a grant of \$13,500 donated by businessman and philanthropist Andrew Carnegie. It sits elevated above Avenue A, which is the primary institutional and commercial corridor of downtown Turners Falls.

The historic building is a multi-story, brick, wood and steel building with steep-slope roofs at the upper main roof, lower first floor side roofs and shed roof over the rear entrance. The main roof slopes to a three-foot-wide flat area located at the perimeter of the upper roof. Drainage occurs at two internal roof drains located along the rear perimeter. RAC inserts were installed at both internal roof drains. The inserts have a smaller diameter than the existing vertical leaders and therefore decreases the drainage capacity. Due to the inadequate pitch of the valleys in conjunction with the location of the drains, the drainage in the valley areas is poor. It is suspected that the structural roof deck is wood plank, which is typical for buildings of this type and age. A rain shelf is located below the outside edge of the upper roof level and is continuous around the perimeter of the Library.

The upper steep-slope roof areas are covered with architectural grade asphalt shingles installed approximately 17-19 years ago. The low-slope roof area at the base of the upper shingle roof is an adhered EPDM membrane, which appears to have been installed at the same time as the architectural shingles. The two first story steep-slope roofs located on both sides of the library are also covered with adhered EPDM membrane, which is a non-typical steep-slope roof covering. A shed style roof over the rear entrance is covered with three-tab asphalt shingles replaced in 2024. The perimeter rain shelf is covered with adhered EPDM membrane, similar to the other areas. The steep-slope roofs have a pitch of 6:12. The EPDM covering the two lower roof sections and the rain shelf is in generally good condition and appears to be functioning as intended.

The Library was added to the National Register of Historic Places in 1982, and is protected by a historic preservation restriction. The building and its exterior façade cannot be demolished or altered. Accordingly, contractors submitting bids should provide evidence of experience in historic rehabilitation and knowledge of historic preservation methods.

The Town is currently undergoing a major project that will result in a new Main Library facility in a different location. As a result, the Carnegie Library is expected to be vacated by the Montague Public Libraries as soon as 2029, at which time the building will be sold in

accordance with all public property disposition requirements in MGL c.30B. The historic preservation will carry over to the new building owner(s), and the building will remain a tangible piece of Turners Falls' rich history.

While the small roof over the Carnegie Library's staff entrance has been recently re-shingled, the main roof of the building requires several repairs to extend the life of the roof. These repairs were outlined in a 2022 Roof Assessment (included as an attachment):

Scope of Work

- Remove existing ridge and hip cap shingles and install new ridge and hip cap shingles manufactured for that specific use.
- Remove and replace any split or damaged shingles with shingles of matching size and color.
- Remove and replace the lead chimney flashing at both upper roof chimneys.
- Secure upper roof vent flange with blind nailing strips.
- Re-adhere loose EPDM membrane at the base of the dormer valley on the southwest corner.
- Remove all debris from around the roof drains. Reposition drain in the southwest corner from the underside (if possible) to the center of the EPDM valley. Install tapered insulation sumps around both drains to promote positive drainage. Size of tapered sump limited to width of EPDM valley and thickness of underlying insulation.
- Install zinc strips along the top of the moss-covered areas to gradually remove moss and lichen growth without damage to the shingles.
- Remediate infiltration by bats and other problem wildlife:
 - Install two chimney caps and bat valves.
 - Check and caulk all locations where wood meets brick and check all drip edge.
 - Install back rod and caulk as needed.
 - Check flashing and seal on both chimneys.
 - Check and screen the large roof vent.
 - The contractor will be responsible for providing its own lift staging.
 - The contractor will be responsible for proper disposal of all debris, including providing any on-site recycling or waste containers necessary for the project.
 - Payment of prevailing wage is required.

Contractor Requirements

- A. Contractor to file all required submittals for a Building permit from the Montague Building Inspector. Town fees to be waived.
- B. Coordinate with Library Director as necessary if scheduled work will have any impact on Library operations.
- C. Provide supervision at all phases of construction.
- D. Supply certificate of general liability insurance as identified in the sample contract.
- E. Legally dispose of all debris.
- F. Respondent must be a contractor licensed to perform work in the Commonwealth of MA.
- G. Contractor should provide evidence of experience in historic rehabilitation and knowledge of historic preservation methods.
- H. Contractor must provide OSHA training certifications verifying that employees to be employed at the worksite have completed approved OSHA (United States Occupational Safety and Health Administration) training in a construction safety and health course that is at least ten hours in duration. This certification must accompany the certified payroll submittal.
- I. Contractor must submit an OSHA safety plan to the Town for review and approval.
- J. The prevailing wage requirements of Massachusetts General Laws, Chapter 149, are applicable to this RFQ. Wage rates, as determined by the Massachusetts Division of Occupational Safety, are attached. The contractor agrees that the rate per hour and wages paid to employees used in the performance of this project shall not be less than the minimum rates of wages as determined in accordance with Massachusetts General Law Chapter 149 as may be amended. The contractor shall provide a certified copy of payroll every week to the Montague Town Administrator for all employees working under the contract for this project.
- K. Minority-owned business enterprises or Woman-owned business enterprises are strongly encouraged to submit quotes. These business enterprises shall be determined by SOMWBA, the State Office of Minority and Woman-Owned Business Assistance. All such businesses are encouraged to contact SOMWBA at (617) 973-8692 for further information.

APPENDIX B

CONTRACTOR SUBMISSION OF QUOTE

FORM FOR GENERAL BID

To the Town of Montague, Massachusetts, (hereinafter called the "Owner") acting through its Selectboard, duly authorized therefore, who act solely for said Town and without personal liability to themselves.

Ladies/Gentlemen:

The undersigned , as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the Invitation for Bids and the Specifications (and amendments thereto); and s/he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have ten (10) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications for Lump Sum Work, but involved in carrying out their intent are will be performed the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications and they are licensed to perform the services in the Commonwealth of Massachusetts and that workmanship is warranted for at least one year.

A Statement of Capacity and past experience that verifies bidder understands and can meet the requirements of this project is included as a part of this Form for General Bid.

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

☑ SO Maryam Saadat (owner / manager)

Authorized Official's Signature Title of Person Signing

Maryam Saadat

Sunshine Construction LLC

Typed or Printed Name of Person Signing Company Name

Maryam Saadat (owner / manager)

Telephone Number 781-507-9585

Address 77 Church Street, Wilmington, MA 01887

Date 09/07/2026

Email memoel83@yahoo.com

CERTIFICATE OF NON-COLLUSION STATEMENTS

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date 09/07/2026

Authorized Official's Signature

☑ Maryam Saadat owner / manager.

Typed or Printed Name of Person Signing

Sunshine Construction LLC

Company or Corporation

REFERENCES

Please list AT LEAST THREE references, preferably for PUBLIC projects of similar size and scope. Please make sure contact information is CURRENT. Inability to check references may affect the eligibility of your bid. Use additional sheet for more references. TOWN RESERVES THE RIGHT TO CHECK PAST PERFORMANCE BEYOND REFERENCES PROVIDED.

1 40 Devon Street roof project | Contract date: July 2025

Name of Project, Contract Dates

Dee Rodriguez | Title: not provided | 617-604-3565

Name of Contact Person, Title of Contact Person, Current Phone Number

Roof replacement; interior/exterior remodeling | Cost: \$25,000

Describe Scope of Work (nature and cost)

2 63 E. Emerson Street roof project | Contract date: August 2025

Name of Project, Contract Dates

Bruce Winslow | Title: not provided | 339-707-0212

Name of Contact Person, Title of Contact Person, Current Phone Number

Roof replacement; interior/exterior remodeling | Cost: \$15,000

Describe Scope of Work (nature and cost)

3 120 Gladstone Street roof project | Contract date: March 2026

Name of Project, Contract Dates

Paul Linder | Title: not provided | 617-448-8579

Name of Contact Person, Title of Contact Person, Current Phone Number

Roof replacement; interior/exterior remodeling | Cost: \$30,000

Describe Scope of Work (nature and cost)

Form for General Bid Page 3

Please acknowledge any Addenda to the RFQ by initialing below: **NA**

#1 _____ #2 _____ #3 _____

IF ANY SUBCONTRACTORS ARE TO BE UTILIZED IN THE WORK. INCLUDE LICENSURE INFORMATION AND QUALIFICATIONS.

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

33-1558989 Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE ☐

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE ☐

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE ☐

Entity type: **Massachusetts limited liability company (LLC)**

Form for General Bid Page 2- Carnegie Library Roof Repair

The Bidder will take in full payment, therefore, the following price, to wit:

Total Lump Sum Bid Amount \$ 15,900.00

In words: Fifteen thousand nine hundred dollars and zero cents

The fees represented are inclusive of all expenses including but not limited to labor, equipment, fuel, insurances, and other management of administrative expense.

Authorized Signature  Maryam Saadat ☒ (owner, manager)

Printed Name Maryam Saadat Title Manager

Company Name Sunshine Construction LLC

Company Address 77 Church Street, Wilmington, MA 01887

Phone 781-507-9585

Email memoel83@yahoo.com

Date 09/07/2026

OSHA CERTIFICATION

I hereby certify that all of our employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and we have proof on file. I also certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Date 09/07/2026

Authorized Official's Signature

☑  Maryam Saadat (owner)

Typed or Printed Name of Person Signing

Maryam Saadat

Company or Corporation

Sunshine Construction LLC

Name and Telephone # of Person who will be filing CERTIFIED PAYROLL

Maryam Saadat 781 507 9585

CERTIFICATE OF CORPORATE AUTHORITY (if applicable)

NOT APPLICABLE - BIDDER IS A MASSACHUSETTS LLC

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the
(Officer)
company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
that _____ is the duly elected _____ of said corporation, and
that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this
contract.

(Clerk)

CORPORATE SEAL



Maple Leaf Foods announces consolidation of plant protein manufacturing network as part of Fuel for Growth initiative

U.S.-based Seattle and Turners Falls operations expected to wind down by Q4 2027; consolidation into Indianapolis Plant Protein Centre of Excellence expected to strengthen profitability and position the business for long-term growth

MISSISSAUGA, ON, September 22, 2026 – Maple Leaf Foods Inc. (TSX: MFI) today announced that it will consolidate its U.S. plant protein production into a single Plant Protein Centre of Excellence at its Indianapolis, Indiana facility and wind down production at its plants in Seattle, Washington and Turners Falls, Massachusetts.

The transition is expected to occur in phases over approximately 12 to 18 months, with targeted completion in Q4 2027.

The decision is part of the Company's Fuel for Growth initiative and follows a review of its plant protein manufacturing footprint. Consolidating production in Indianapolis will create a more efficient manufacturing network, improve capacity utilization, reduce operational complexity and establish a focused Centre of Excellence with the scale and capabilities to support Maple Leaf Foods' plant protein brands more competitively.

"Over the past several years, we have taken significant action to improve the performance of our Plant Protein business, and we have made meaningful progress," said Curtis Frank, President and Chief Executive Officer of Maple Leaf Foods. "But the category has changed significantly, and declining volumes have left our manufacturing network substantially underutilized. Maintaining three facilities at these utilization levels creates structural costs that are not sustainable over the long term."

"Consolidating production in Indianapolis will significantly improve the economics of our manufacturing network and is an important step toward creating a structurally stronger and sustainably profitable Plant Protein business," said Frank. "It also represents another important step in executing our Fuel for Growth plan and delivering our 2030 financial ambitions."

The expected benefits, costs and capital requirements of the consolidation are included in Maple Leaf Foods' previously disclosed 2030 financial outlook.

"This decision does not change our commitment to the plant protein category," Frank continued. "In fact, we believe it strengthens the foundation of the business. Our recent relaunch of Yves Veggie Cuisine is complementary to this strategy, bringing a leading brand and additional volume into our portfolio and helping us create greater scale and improve the economics of our consolidated manufacturing footprint."

Production will continue at the Seattle and Turners Falls facilities during the transition period. The phased approach is intended to maintain business continuity, support customer service and enable an orderly transfer of production to Indianapolis. As production is consolidated, Maple Leaf Foods expects to invest in its Indianapolis facility and add team members to support the expanded scope of operations.

"Our colleagues in Seattle and Turners Falls have made important contributions to our business and have consistently demonstrated tremendous commitment to our customers, consumers and brands," said Frank. "This decision is not a reflection of their performance or the quality of their work. We recognize how difficult this announcement is for them and their communities, and our priority will be to support affected team members with respect, fairness and transparency."

Maple Leaf Foods will work closely with affected team members throughout the transition, providing support and considering opportunities at other Maple Leaf Foods facilities where feasible.

The consolidation is part of Maple Leaf Foods' broader Fuel for Growth initiative and its multi-year strategy to simplify its operations, improve the competitiveness of its manufacturing network and continue to strengthen the structural profitability of the business.

About Maple Leaf Foods Inc.

Maple Leaf Foods (TSX: MFI) is a purpose-driven, protein-focused, brand-led consumer packaged goods company headquartered in Mississauga, Ontario. It proudly produces responsibly made, delicious food under powerhouse brands that include Maple Leaf®, Maple Leaf Prime®, Maple Leaf Natural Selections®, Maple Leaf Mighty Protein™, Musafir™, Schneiders®, Mina® Halal, Greenfield Natural Meat Co.®, LightLife®, Field Roast®, and Yves Veggie Cuisine®. Committed to Raising the Good in Food and bringing customers protein with purpose, Maple Leaf Foods delivers shared value for all its stakeholders by leading the way in safety and sustainability, building loved brands, operating with excellence, developing extraordinary talent, and broadening its impact through innovation and geographic reach.

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Forward Looking Statements Disclaimer This document contains, and the Company's oral and written public communications often contain, "forward-looking information" within the meaning of applicable securities law. These statements are based on current expectations, estimates, projections, beliefs, judgments and assumptions based on information available at the time the applicable forward-looking statement was made and in light of the Company's experience combined with its perception of historical trends. Such statements include, but are not limited to, statements with respect to objectives and goals, in addition to statements with respect to beliefs, plans, targets, goals, objectives, expectations, anticipations, estimates, and intentions. Often, but not always, forward-looking statements are typically identified by words such as "anticipate", "continue", "estimate", "expect", "may", "will", "project", "should", "could", "would", "believe", "plan", "intend", "design", "target", "undertake", "view", "indicate", "maintain", "explore", "entail", "schedule", "objective", "strategy", "likely", "potential", "outlook", "aim", "propose", "goal", or positive or negative variations of such words and similar expressions suggesting future events or future performance. These statements are not guarantees of future performance and involve assumptions, risks and uncertainties that are difficult to predict.

By their nature, forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking statements. The Company believes the expectations reflected in the forward-looking statements are reasonable, but no assurance can be given that these expectations will prove to be correct.

These statements are based on, and were developed using, a number of factors and assumptions including, but not limited to: the successful wind down of the Seattle, Washington and Turners Falls, Massachusetts facilities; the successful transfer of production and operations to Indianapolis, Indiana; the successful completion of operational, equipment, facility and commissioning activities substantially in accordance with expected timelines; the ability to transition SKUs and maintain customer service levels during the transition period; realization of expected benefits, efficiencies, cost reductions and profitability improvements from the consolidation; customer and consumer behaviour; expected sales volumes; labour availability and retention; supply chain performance; product quality; regulatory requirements; foreign exchange rates; the ability to manage pricing; dynamics in the competitive environment; and the potential occurrence of unexpected or unforeseen events that could materially alter the Company's current plans. All of these assumptions have been derived from information currently available to the Company including information obtained by the Company from third-party sources.

Although these assumptions were considered reasonable by the Company at the time of preparation they may prove to be incorrect in whole or in part. Actual results may differ materially from those expressed, implied or forecast in such forward-looking statements. Factors that could cause actual results to differ materially include, among others, execution and integration risk; changes in consumer demand and market conditions in the plant protein category; the Company's ability to achieve anticipated operational efficiencies and cost reductions; labour availability and retention; customer requirements; supply chain disruptions; regulatory or legal requirements; capital project and operational execution risks; inflationary pressures; foreign exchange fluctuations; and the other risks described in Maple Leaf Foods' public filings available on SEDAR+ and at www.mapleleaffoods.com. Readers are cautioned not to place undue reliance on forward-looking statements, as such statements are not guarantees of future performance.

Additional factors that could cause actual results or outcomes to differ materially from those expressed, implied or forecast by the forward-looking statements are discussed more fully in the Company's filings made with the Canadian securities regulators, including the sections entitled "Risk Factors" in the Company's public disclosure documents available on SEDAR+.

The Company does not intend to, and disclaims any obligation to, update any forward-looking statements (including any financial outlooks), whether written or oral, or whether as a result of new information, future events or otherwise, except as required by law.

Media contacts:

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