

## **MONTAGUE SELECTBOARD MEETING**

**1 Avenue A, Turners Falls and VIA ZOOM**

**Monday, August 4, 2025 AGENDA**

**Join Zoom Meeting: <https://us02web.zoom.us/j/86538361196>**

**Meeting ID: 865 3836 1196 Password: 014330 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**

- 1.6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Minutes: Selectboard Meeting July 7, 2025, if available
3. 6:02 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:02 **Chelsey Little, Sewer Commission**
  - FY26 Sewer Rate Hearing (Residential/Commercial, Industrial, Septage, RVs)
  - Execute Memorandum of Understanding (MOU) with Franklin County Solid Waste Management District (FCSWMD) for back-up sludge hauling and disposal
  - Execute MOU with Agresource, Inc for the processing and dewatering of municipal wastewater sludge
5. 6:25 **Jon Dobosz, Parks & Recreation Director**
  - Request permission for public demonstration for Annual Rag Shag Parade on October 31, 2025, from 5:00pm to 6:30pm. Parade will start at 2<sup>nd</sup> Street parking lot proceeding South down Avenue A to Peskeompskut Park. Turners Falls Band will be leading the way.
  - Authorize Event Application to show a movie in conjunction with Annual Rag Shag Parade on Friday, 10/31/25 from 5:30 – 6:30pm at Peskeompskut Park
6. 6:30 **Bryan Camden, Airport Manager / Airport Commission Quarterly Check-in**
  - Request to increase Airport Fuel Revolving account from \$200,000 to \$300,000 at Fall Special Town Meeting
  - Airport Solar Development status and next steps
  - FY26 State Grant Requests: Pickup truck w/plow, backup generator for pioneer aviation, roof solar for maintenance hangar
  - FY26 Capital projects status
  - FY27 budget planning

**Montague Selectboard Meeting**  
**August 4, 2025**  
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7. 7:00

**Chris Williams, Police Chief**

- FY26 Memorandum of Agreement for School Resource Officer with Gill-Montague Regional School District .
- FY26 Regional Dog Shelter Services Agreement with Franklin County Sheriff's Office (\$880)
- FY26 Regional Animal Control Services Agreement with Franklin County Sheriff's Office (\$16,505)

8. 7:15

**Personnel Board**

Police Department:

- Appoint Felix Morales to part-time Police Officer (patrol) at \$30.00/hour effective August 4, 2025

Selectboard:

- Appoint Fern Smith to Executive Assistant to Selectboard, Grade E, Step 7 at \$61,443.00/annually, effective September 2, 2025

Department of Public Works:

- Appoint Steven Gochinski from DPW Truck Driver/Laborer to Grounds Maintenance, Grade H, Step 4 at \$24.04/hour effective August 4, 2025

Montague Cultural Council:

- Appoint Maggie Martin to Montague Cultural Council for a 3-year term, effective 8/5, 2025. Term ends 6/30/2028
- Appoint Kate Martineau to Montague Cultural Council for a 3-year term, effective 8/5/2025. Term ends 6/30/2028
- Appoint Julie Kumble to Montague Cultural Council for a 2-year term effective 8/5/2025. Term ends 6/30/2027
- Appoint Ben Letcher to Montague Cultural Council for a 1-year term, effective 8/5, 2025. Term ends 6/3/2026

9. 7:30

**Town Administrator's Business**

- Authorize GZA Environmental to produce as-built survey and final recording document for Burn Dump closure- Request to authorize up to \$4,500 from unexpected engineering
- Opportunity for free technical assistance: Rural Infrastructure Strengths Evaluation (RISE) offered by RCAP Solutions via a USDA grant
- 10/1/2025 Health Insurance rate Increase updates
- Selectboard Strategic Planning Workshop
- Topics not anticipated within 48 hour posting requirements

**Next Meeting**

Selectboard Meeting: August 18, 2025 at 6:30pm via Zoom



## ***Town of Montague • Massachusetts***

### **Clean Water Facility**

34 Greenfield Rd  
Montague, MA 01351  
TEL. (413) 773-8865

TO: Sewer Commission, Tax Collector, Town Accountant, Town Administrator  
FROM: Chelsey Little, Superintendent CWF  
DATE: July 30, 2025

### **Sewer Rates FY 2026**

- |      |  |                                   |
|------|--|-----------------------------------|
| I.   | Residential/Commercial Customers:<br>Turners Falls, Montague Center,<br>Montague City, Lake Pleasant,<br>Millers Falls, Gill | <b>Rate: \$18.50/1000 gallons</b> |
| II.  | Industrial Customers   | <b>Rate: \$19.50/1000 gallons</b> |
| III. | 12-Month Flat Rate<br>(based on avg. res. usage)   | <b>Rate: \$904.00/year</b>        |
| IV.  | Minimum Connection Charge  | <b>Rate: \$316/year</b>           |

### **Septage Receiving:**

In Town & Town of Gill:	= \$105/1,000 gallons
Out of Town:	= \$125/1,000 gallons

### **Trucked-in Solids:**

=Price to be negotiated between Town&FCSWMD

### **RV Waste:**

=\$20 per disposal

### **Other:**

Interest Rate – 14% per Annum  
Demand Charge - \$5.00

Rate Type	FY2026	FY2025	% Change
Residential Rate I	\$ 18.50	\$ 18.00	2.78%
Industrial Rate II	\$ 19.50	\$ 18.39	6.04%
Sewer Only Rate III (based on average usage)	\$ 904.00	\$ 930.00	-2.80%
Minimum Charge Rate IV (~20%)	\$ 316.00	\$ 300.00	5.33%

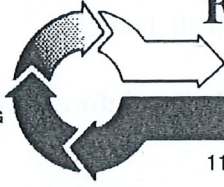
	Estimated FY26 Budget		
expenses	\$ 3,221,303.00	(from budget file)	
less septage rev	\$ (220,000.00)	(min guaranteed)	
less I/I rev	\$ (406,188.00)	(from budget file)	
total all metered revenue needed	\$ 2,595,115.00		
total res only rev needed	\$ 2,026,553.25		
total act. Res only revenue	\$ 2,083,466.97		
total act. Gill revenue	\$ 156,232.50		
total act. Industrial revenue	\$ 412,329.26	surplus/deficit	if 5 percent uncollected
total act. revenue generated	\$ 2,652,028.73	\$ 56,913.73	\$ 101,327.66

Average Residential Usage 49,000 gallons Average Residential Bill \$ 906.50

Account Rate Type	Sum of Min Charge/Sewer Only	Sum of Metered Rates	Sum of Total Bills FY26	Count of # of Accts
I	\$ -	\$ 1,916,182.97	\$ 1,916,182.97	1746
II	\$ -	\$ 412,329.26	\$ 412,329.26	10
III	\$ 23,504.00	\$ -	\$ 23,504.00	22
IV	\$ 143,780.00	\$ -	\$ 143,780.00	455
IA Gill	\$ -	\$ 156,232.50	\$ 156,232.50	1
<b>Grand Total</b>	<b>\$ 167,284.00</b>	<b>\$ 2,484,744.73</b>	<b>\$ 2,652,028.73</b>	<b>2234</b>



REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



# Franklin County Solid Waste Management District

117 Main Street., 2<sup>nd</sup> Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

## MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT AND THE TOWN OF MONTAGUE REGARDING HAULING & DISPOSAL OF SLUDGE

This Memorandum of Understanding (MOU), is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Franklin County Solid Waste Management District, hereinafter referred to as the "District", and the Town of Montague, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the "Town."

### WITNESS THAT:

WHEREAS, the District issued an Invitation for Bids for hauling and disposal of sludge from municipal treatment plants, and

WHEREAS, the District awarded a contract to Wall Trucking, Inc. for hauling and disposal of sludge from the Town, and

WHEREAS, the District is making this contract available to the Town,

THEREFORE, the District and the Town agree to the following terms and conditions regarding said contract:

1. The District shall provide administration of the contract on behalf of the Town. The District shall receive all bills from Wall Trucking, Inc. for services provided by them to the Town. The District will review bills for each facility for accuracy.
2. The contract with Wall Trucking, Inc. includes a fuel adjustment clause which allows for a fuel credit or a fuel surcharge depending on the US DOE retail diesel price for New England.
3. The District shall, within five (5) days of receipt of Wall Trucking's bills, remit to the Town an invoice for the share of the hauling and disposal costs incurred by the Town. The District's invoice will include an administrative fee as detailed in Attachment A, excluding any fuel surcharges. Attachment A lists the Town's per unit costs.
4. Bills from Wall Trucking may include a demurrage charge if loading or unloading exceeds 40 minutes. A fee of \$25 will be charged per 15-minute increment. The demurrage charge will not be assessed in situations that are due to equipment failure, an emergency or other unusual circumstance. The District will not charge an administrative fee on any demurrage charges.
5. The Town will remit payment to the District for all charges invoiced by the District within thirty (30) days of receipt of the District's invoice. In the event that payment from the Town does

not reach the District office within thirty (30) days, the District may charge a 1.5% late fee on the next invoice sent to the Town, only if such late fees are assessed by the Wall Trucking.

6. The facility shall contact the hauler directly to arrange for pickups. Contact information will be provided to the manager of the Town's facility.

7. The Town has the right to terminate this Agreement at any time, without cause. The District requires no fewer than sixty (60) days written notice prior to the Town terminating this Agreement. If less than sixty (60) days' notice is given, the Town will be financially responsible for the District's lost administrative fees. For example, if a town provides written notice on March 1<sup>st</sup> to terminate on April 30<sup>th</sup>, there are no lost administrative fees and no charge to the Town. If a town provides written notice on March 1<sup>st</sup> to terminate on March 31<sup>st</sup>, the Town will be responsible to pay the District for lost administrative fees for one month. Lost administrative fees will be calculated using an average administrative fee based upon the previous three months' invoices.

8. The District will remedy any problems regarding the performance of Wall Trucking, Inc. If the Town experiences any problems with Wall Trucking, it must report them to the District. Any questions or problems concerning the sludge hauling contract shall be directed to Jan Ameen, Executive Director, at 413-772-2438 or fcswmd@crocker.com.

9. This MOU may be amended by written agreement of both parties.

10. This MOU shall remain in effect beginning July 1, 2025 and ending June 30, 2026.

IN WITNESS WHEREOF, THE TOWN OF MONTAGUE AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF MONTAGUE

Matt Lord

Selectboard Member

Richard Kuklewicz

Selectboard Member

Marina Goldman

Selectboard Member

8/4/2025

Date

FCSWMD

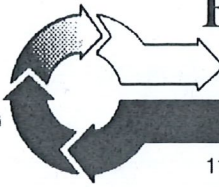
Chris Boutwell, Chair

JUN 18 2025

Date



REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



# Franklin County Solid Waste Management District

117 Main Street., 2<sup>nd</sup> Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

## ATTACHMENT A

### SLUDGE HAULING AND DISPOSAL COSTS JULY 1, 2025 – JUNE 30, 2026

#### MONTAGUE

End Disposal Facility	Transportation Cost Per Load	Disposal Cost Per Load
Lowell Regional Wastewater Facility	\$813.60	\$2142.00*
Admin. Fee	\$500/year annual flat rate fee  \$0.0045/gallon	

\* Disposal at Lowell is based on percent solids and is subject to change. Price effective September 1, 2025.



## ***Town of Montague • Massachusetts***

**Clean Water Facility**

34 Greenfield Rd  
Montague, MA 01351  
TEL. (413) 773-8865

### **MEMORANDUM OF UNDERSTANDING BY AND BETWEEN AGRESOURCE INC AND THE TOWN OF MONTAGUE CWF**

This agreement is executed this \_\_\_\_\_ day of August 2025 by and between Agresource Inc and Town of Montague Clean Water Facility (CWF.)

WHEREAS, Agresource Inc manages sludge disposal contracts for outside municipalities, and,

WHEREAS, the Town of Montague will accept municipal wastewater treatment sludge at the Montague CWF from some or all of these municipal facilities as mutually agreed upon,

THEREFORE, Agresource Inc and the Town of Montague agree to the following terms and conditions:

1. The Town of Montague CWF may select which facilities meet its standards for sludge composition and percent solids. All standard annual sludge testing must be submitted to the CWF for review.
2. The Town of Montague CWF will work directly with Agresource Inc, to arrange the volume and schedule of sludge delivered to the facility. All loads will be approved for delivery by an employee of the CWF.
3. All sludge delivered under this agreement shall be recorded by the facility.
4. The Town of Montague CWF will charge Agresource Inc a variable rate per wet ton depending on the percent solids content of each facility.
5. The Town of Montague CWF will invoice Agresource Inc monthly. Agresource Inc will pay the Town of Montague within 30 days of receipt of the CWF's invoice.
6. The Town of Montague CWF may need to shut down the acceptance of sludge based on emergency or maintenance needs of the facility. The CWF will make every effort to notify Agresource Inc in a timely manner of these shutdowns.
7. This agreement shall remain valid for one year from the date of signature. This agreement may be terminated prior to that date if the CWF is no longer accepting sludge from outside facilities or for other reasons associated with the operation of the CWF.
7. Amendments may be made to this agreement by mutual consent and in writing.

In witness whereof, Agresource, Inc and the Town of Montague CWF have respectively caused this agreement to be duly signed and executed as of the date and year first written above.

TOWN OF MONTAGUE

AGRESOURCE, INC

\_\_\_\_\_  
Selectboard Member

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selectboard Member

\_\_\_\_\_  
Selectboard Member

\_\_\_\_\_  
Date

Here is the pricing for each 9,000 gallon load for the next 3 fiscal years:

Facility	% Solids	CWF Fee FY25	CWF Fee FY26 (8%)	CWF Fee FY27 (3%)	CWF Fee FY28 (3%)
	2.0	\$725	\$783	\$806	\$831
	2.5	\$850	\$918	\$946	\$974
	3.0	\$990	\$1069	\$1101	\$1134



# 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 Peskeompskut 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: Jon Dobosz Director of Parks, Recreation

Address of applicant: 56 FIRST ST.

Phone # of applicant: 863-3216

Name of organization: Montague Parks & Recreation (in partnership w/ Veterans Committee and River College)

Name of legally responsible person: ?

Location of assembly: Avenue A, Second St. Parking Lot to Peskeompskut Park

Date of assembly: Friday, October 31, 2025

Time of assembly: Begin: 5:00p End: 6:30p

Number of expected participants: Dozens....

If a procession/parade:

Route: Second St. Parking Lot, Proceeding South down Avenue A to Peskeompskut Park - TRITS BAND will be leading the way.

Number of people expected to participate: Dozens...

Number of vehicles expected to participate: Police + TFPD (we hope)

Subject of demonstration: Annual Rag Song Parade

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

\*\*\*\*\*

Signatures:

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: 8-4-2025

Comments/Conditions: \_\_\_\_\_





# 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 Jon Dobosz, Director of Parks & Recreation

Name of business/group sponsoring proposed event if applicable: Montague Parks & Recreation, Veterans' Committee, River to River

If applicable, number of years your organization has been running this event in Montague? Veteran's Committee - many

Address \_\_\_\_\_

Contact phone 863-3216

Contact email recdir@montague-ma.gov

FID \_\_\_\_\_

Dates of proposed event Friday, October 31 Location: Peskeompskut Park

Hours 5:30-6:30 Set Up: 4:30-5:00p Clean Up: 6:30p

Approximate number of people expected to attend Dozens

What provisions will be made regarding clean up of site? Anticipate very little, if clean-up, but event staff will be on-hand to clean-up

Will the proposed event be:

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

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

In conjunction w/ Annual Rag Shag Parade, we would like to show a short, Halloween-themed movie.

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

Use of the band shelter

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

*\* We are not sure if refreshments will be served at this time. Will coordinate w/ Health Dept. if need be.*

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)

*We anticipate amplified sound due to the movie, as well as the assembly of a few dozen people mostly in costume.*

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

*Montague Police will most likely be involved w/ the parade that concludes @ the park. Additional traffic and pedestrian control may be needed.*

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

*First Aid supplies will be made available. Emergency personnel may be present.*

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?

*Not at this time, to minimize expenditures.*

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

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



Signature of applicant \_\_\_\_\_

Date

7/29/25

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN -- Approval

\_\_\_\_\_  
Matt Lord

\_\_\_\_\_  
Richard Kuklewicz

\_\_\_\_\_  
Marina Goldman

Date: 8-4-2025

POLICE CHIEF - Approval / Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

BOARD OF HEALTH -- Approval / Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**2025 School Resource Officer Memorandum of Understanding**  
Between GMRSD School District and  
The Montague Police Department

This agreement (the “Agreement”) is made by and between [**GMRSD School District**] (the “District”) and **The Montague Police Department** (the “Police Department”) (collectively, the “Parties”). The Chief of Police of the Police Department or the board or officer having control of the police department in a city or town (the “Chief”) and the Superintendent of the District [*or, in the case of charter schools: the head of the school*] (“the Superintendent”) are each a signatory to this Agreement. The provisions of this Agreement are specifically required by [section 37P of chapter 71 of the General Laws, as amended by Section 79 of chapter 253 of the Acts of 2020](#).

### **Purpose**

The purpose of this Agreement is to formalize and clarify implementation of the partnership between the school and the School Resource Officer (“SRO”)/the District and a Police Department regarding the placement of a police officer at School(s) (the “School”) in order to promote school safety; help maintain a positive school climate for all students, families, and staff; enhance cultural understanding between students and law enforcement; promote school participation and completion by students; facilitate appropriate information-sharing (as outlined in Section VI below); and inform the Parties’ collaborative relationship to best serve the school community.

This memorandum does not, and may not be relied upon to, create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter. Modifications of this Agreement are Permissible when necessary to indicate local practice, so long as they are consistent with state and federal law.

### **I. Mission Statement, Goals, and Objectives**

The mission is to facilitate relationship-building by the SRO such that students, faculty, staff, and community members see the SRO as contributing to a positive school climate. This will be realized by supporting and fostering the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion are indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the “Goals and Objectives”):

- To foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, gender expression, or socioeconomic status;
- To promote a strong partnership and communication between school and police personnel and clearly delineate their roles and responsibilities;
- To establish a framework for principled conversation and decision-making by school and police personnel regarding student conduct and students in need of services;
- To ensure that school personnel and SROs have clearly defined roles in responding to student conduct and that school administrators are responsible for code of conduct and routine disciplinary violations;

- To minimize the number of students unnecessarily out of the classroom, arrested at school, or court-involved;
- To provide requirements and guidance for training, including SRO training required by law and consistent with best practices and training for school personnel as to when it is appropriate to request SRO intervention;
- To outline processes for initiatives that involve the SRO and school personnel, such as violence prevention and intervention and emergency management planning, that can be provided upon request; and
- To offer presentations and programming to the school focusing on criminal and juvenile justice issues; community and relationship building; and prevention, health, and safety topics.

Nothing in this Agreement shall limit an officer's ability to exercise lawful authority consistent with all laws of the Commonwealth.

## **II. Roles and Responsibilities of the SRO and School Administrators and Staff in Student Conduct**

A "school resource officer" is a duly sworn municipal police officer, or a special officer appointed by the chief of police, with all necessary training and up-to-date certificates, including special school resource officer certification as required by subsection (b) of section 3 of chapter 6E of the General Laws and is charged with: (i) providing law enforcement; (ii) promoting school safety and security services to elementary and secondary public schools; and (iii) maintaining a positive school climate for all students, families and staff.

The Parties agree that school officials and the SRO play important and distinct roles in responding to student conduct to ensure school safety and promote a positive and supportive learning environment for all students.

Under state law, the SRO shall not (i) serve as school disciplinarian, enforcer of school regulations, or in place of licensed school psychologists, psychiatrists, or counselors; or (ii) use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

The principal or principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations. The SRO shall be responsible for investigating and responding to potential criminal or delinquent offenses as well as student conduct that requires immediate intervention to maintain safety, as described below. The Parties acknowledge that many acts of student conduct that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The SRO shall read the student code of conduct for both the District and the school and seek clarification on any questions the SRO has.

The principal or principal's designee and the SRO shall use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student conduct. In such instances the guiding principle is whether conduct rises to the level of criminal and delinquent conduct that (1) poses substantial harm to the physical well-being of another person or (2) is willful and malicious and causes substantial harm to the property of the school or (3) constitutes the taking of property of substantial value belonging to another with intent to permanently deprive the property owner of the property. The Parties acknowledge that it may be appropriate for school administrators rather than the SRO deal with low-level offenses including but not limited to misdemeanor allegations of threats, assault and battery, larceny, receiving stolen property, and willful, malicious, or wanton destruction or injury to



personal property. School staff shall not ask an SRO to serve as a school disciplinarian or enforcer of school regulations.

In instances of student conduct that do not require a law enforcement response, including any incident involving misconduct by a student under 12 years of age, the principal or principal's designee shall determine the appropriate disciplinary response, allowing the student to remain in school unless doing so would pose a serious safety or security risk. The principal or principal's designee should prioritize school or community-based accountability programs and services, including but not limited to, peer mediation, restorative justice, and mental health resources, whenever possible.

For student conduct that requires immediate intervention to maintain safety (whether or not the conduct involves criminal conduct), the SRO may act to de-escalate the immediate situation (where feasible) and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the SRO when they have a reasonable and articulable fear of an imminent threat to their safety or the safety of students or other personnel.

The SRO shall inform the principal or principal's designee, where practicable, to facilitate supportive intervention by school staff on behalf of the student in an emergency situation where a student may be in immediate need of emergency medical or psychological assistance. Such intervention is appropriate when a school nurse, psychologist, or social worker is not available, and the SRO believes that failure to intervene would create a substantial likelihood of serious harm to the student, other students, school personnel or result in destruction to school property by reason of mental illness or psychological trauma.

When the SRO or other Police Department employees have opened a criminal investigation, school personnel shall not interfere with such investigation or act as agents of law enforcement. To protect their roles as educators, school personnel shall assist in a criminal investigation only as witnesses or to otherwise share information consistent with Section VI, except in cases of emergency. Nothing in this paragraph shall preclude the principal or principal's designee from undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation.

The SRO shall consult with the principal or principal's designee prior to an arrest whenever practicable, and the student's parent or guardian shall be notified as soon as practicable after an arrest. A summons is the preferred method for bringing all juveniles to court unless there is reason to believe the juvenile will not appear upon a summons. In the event of an investigation by the SRO that leads to custodial questioning of a juvenile student, the SRO shall notify the student's parent/guardian or interested adult in advance and offer them the opportunity to be present during the interview.

At least annually, it shall be the responsibility of the District to provide training and information to educators and other school staff on the distinct roles of school administration and SROs in addressing student conduct, consistent with this Section and this Agreement, as well as the Standard Operating Procedures accompanying this Agreement and described in Section X.

### **III. The Process for Selecting the SRO**

The Parties acknowledge that the selection of the SRO is important to achieving the purpose, goals, and objectives of this MOU, and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO.

In accordance with state law, the Chief of Police shall assign an officer whom the Chief believes would foster an optimal learning environment and educational community and shall give preference to officers who demonstrate the requisite personality and character to work in a school environment with children and educators and who have received specialized training including, but not limited to: continuing

professional development in child and adolescent development, conflict resolution and diversion strategies, de-escalation tactics, trauma informed practices, diversity, equity, and inclusion, behavioral health and any other training required by the Municipal Police Training Committee established in [Section 116 of Chapter 6](#). The Chief of Police, or any employee of the state police assigning an officer, shall work collaboratively with the Superintendent in identifying officers who meet these criteria and in selecting the officer who is ultimately assigned as the SRO.

Should the Superintendent request assignment of an SRO and the Chief, in consultation with the Superintendent, determines there are not sufficient resources to assign an SRO to serve the city, town, regional school district, or county agricultural school, the Chief shall consult with the Department of State Police regarding the option of an officer being assigned, subject to appropriation, and pursuant to all requirements under the MOU and governing state law (e.g., regarding SRO training).

The Chief shall consider the following additional factors in the selection of the SRO:

- Proven experience working effectively with youth;
- Demonstrated ability to work successfully with a population that has a similar racial and ethnic makeup and language background as those prevalent in the student body, as well as with persons with physical and mental disabilities, including persons with special educational needs, persons on the autism spectrum, and persons with behavioral health challenges;
- Demonstrated commitment to making students and school community members of all backgrounds feel welcomed and respected;
- Demonstrated commitment to de-escalation, diversion, and/or restorative justice, and an understanding of crime prevention, problem-solving, and community policing in a school setting;
- Knowledge of school-based legal issues (e.g., confidentiality, consent), and demonstrated commitment to protecting students' legal and civil rights;
- Knowledge of school safety planning and technology;
- Demonstrated commitment and ability to engage in outreach to the community;
- Knowledge of school and community resources;
- A record of good judgment and applied discretion, including an absence of validated complaints and lawsuits, documented in annual reviews conducted pursuant to Section VII.

In endeavoring to assign an SRO who is compatible with the school community, the Chief shall receive and consider input gathered by the Superintendent from the school principal(s) and representative groups of teachers, parents, and students, in addition to the Superintendent. In accordance with state law, the Chief shall not assign an SRO based solely on seniority.

The Chief shall consider actual or apparent conflicts of interest, including whether an officer is related to a current student at the school to which the officer may be assigned as an SRO. As part of the application process, officers who are candidates for an SRO position shall be required to notify the Chief about any relationships with current students or staff members or students or staff members who are expected to join the school community (e.g., children who are expected to attend the school in the coming years). Any SRO who has a familial or other relationship with a student or staff member that might constitute an actual or apparent conflict of interest shall be required to notify the SRO's appointing authority at the earliest opportunity. The appointing authority shall determine the appropriate course of action, including whether to assign another officer to respond to a particular situation, and will advise the SRO and the District accordingly. Nothing in this paragraph is intended to limit the ability of the SRO to respond to emergency situations in District schools.



#### **IV. Annual Review of the SRO**

In accordance with state law, the Chief and the Superintendent shall annually review the performance of the SRO, including the success and effectiveness in meeting the goals and objectives of this MOU.

[*NOTE: Some districts may wish to have more frequent reviews.*] The review shall be conducted at the end of each school year in a meeting among the SRO, the Chief, and the Superintendent. A copy of the review shall be supplied to each attendee.

The Chief and Superintendent shall jointly develop and agree in advance on the metrics for measuring the SRO's performance. The review shall include measures that reward the SRO's performance, subject to the terms of any applicable collective bargaining agreements, for compliance with the terms of this Agreement and the SRO's contributions to achieving the mission, purpose, goals, and objectives as set forth in Sections I and II. The review shall consider SRO efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess the extent of the SRO's positive interactions with students, families, and staff and the SRO's participation in collaborative approaches to problem-solving, prevention, and de-escalation.

The Chief and Superintendent shall provide a mechanism for receiving feedback from the school community, including principal(s), teachers, students, and families of the school(s) to which the SRO is assigned. The Chief shall seriously consider any such feedback and shall make a good faith effort to address any concerns raised; however, the final selection and assignment of the SRO shall be within the sole discretion of the Chief. If the Superintendent recommends that the SRO not be assigned to a specific school, the Chief shall provide an explanation of any decision to maintain the SRO's assignment.

#### **V. Mechanisms to Incorporate the SRO into the School Environment, including School Safety Meetings**

The Parties acknowledge that proper integration of the SRO can help build trust, relationships, and strong communication among the SRO, students, and school personnel.

The District shall be responsible for ensuring that the SRO is formally introduced to the school community, including students, parents, and staff. The introduction shall include information about the SRO's background and experience, the SRO's role and responsibilities, what situations are appropriate for SRO involvement, and how the SRO and the school community can work together, including how and when the SRO is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the SRO's work. The introduction for parents shall include written information on procedures for communicating with the SRO in languages other than English. The SRO shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.

The SRO shall regularly be invited to and attend staff meetings, assemblies, and other school convenings. The SRO shall also be invited to participate in educational and instructional activities, such as instruction on topics relevant to criminal justice and public safety issues.] If the District has access to a student rights training through a community partner or the District Attorney's Office, the school shall consider offering such a training to students, where practicable, at the start of each school year. The SRO shall make reasonable efforts to attend such training. The SRO shall not be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.

The Parties acknowledge that the SRO may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an

individualized education program (“IEP”) under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act (“504 Plan”). School personnel shall notify parents or guardians of such students of the opportunity to offer the SRO access to the portions of the IEP document or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents or guardians to decide whether to permit the SRO to review such documents. The consent of the parent or guardian must be informed and in writing. The consent must specifically designate the exact IEP or 504 Plan documents to be shared, describe the purpose for sharing the record, and specifically authorize access to the SRO. Whenever possible, the school shall make available a staff member who can assist the SRO in understanding such documents and, as appropriate, take other actions to help the student, the student’s family, and the SRO to develop a positive relationship.

The SRO shall participate in any District and school-based emergency management planning. The SRO shall also participate in the work of any school threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g) (see further information in Section VI).

## **VI. Information Sharing Between SROs, School Staff, and Other Partners**

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students and also the importance of limits on the sharing of certain types of student information by school personnel. The Parties also acknowledge there are distinctions between personally identifiable information about students contained in education records and information about students not contained in such records as well as student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

### **A. Points of Contact for Sharing Student Information**

In order to facilitate prompt and clear communications, the Parties acknowledge that the principal (or principal’s designee) and the SRO are the primary points of contact for sharing all types of student information in accordance with this Agreement. The Parties also acknowledge that, in some instances, other school officials or Police Department employees may serve as key points of contact for sharing information. Such school officials and Police Department employees are identified below:

- Chief or Lieutenant of Police
- Detectives or Officers assigned to student/youth related investigation

### **B. Compliance with FERPA and the Massachusetts Student Record Regulations**

At all times, school officials must comply with the Family Educational Rights and Privacy Act ([20 U.S.C. § 1232g; 34 CFR Part 99](#)) (FERPA), and the Massachusetts Student Records Regulations, [603 CMR 23.00](#). These rules permit disclosures of personally identifiable information about students (“Student PII”) contained in educational records, without consent, under specific circumstances.

When the District “has outsourced institutional services or functions” to the SRO consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA and 603 CMR 23.07(3) of the Massachusetts Student Records Regulations, the SRO can qualify as a “school official” who can access, without consent, Student PII contained in education records about which the SRO has a “legitimate educational



interest.” To demonstrate compliance with 34 C.F.R. § 99.31(a)(1)(i)(B), the Parties affirm and agree to the following:

1. School safety is an institutional service for which the District would otherwise use its employees.
2. The District will only disclose to SROs Student PII in education records for the purposes consistent with Sections I and II of this agreement.
3. The SRO is subject to use and re-disclosure requirements in FERPA and the Massachusetts Student Records Regulations, 34 C.F.R. §99.33(a), 603 CMR 23.07(4). The SRO will use Student PII contained in education records only for the purposes described in paragraph 2 (directly above) of this section and will not re-disclose Student PII contained in education records to outside parties, who are not “school officials,” without consent or unless the disclosure satisfies an exception to FERPA or the Massachusetts Student Records Regulations.
4. The District will update its annual notification, required under 34 C.F.R. § 99.37(a) and 603 CMR 23.10, to include SROs as “school officials” and to describe purposes from paragraph 2 (directly above) of this section among “legitimate educational interests” for accessing education records. If the District does not update the annual notification accordingly, the SRO’s access will be limited to education records not containing Student PII, non-education records containing Student PII, and education records containing Student PII disclosed for health and safety emergencies, as described in 34 C.F.R. §§99.31(10), 99.36.

Consistent with 34 C.F.R. §§ 99.31(10) and 99.36 of FERPA, the SRO (or other Police Department employee identified in Section V.A.) may gain access, without consent, to Student PII contained in education records “in connection with an emergency if knowledge of the [Student PII] is necessary to protect the health or safety of the student or other individuals.”

FERPA and the Massachusetts Student Records Regulations apply only to Student PII contained in education records. These rules do not apply to Student PII contained in records of a Law Enforcement Unit or to communications or conversations about what school staff have observed or derived from sources other than education records.

In addition to FERPA and the Massachusetts Student Records Regulations, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including, as applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other rules that protect data privacy. The Parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this Agreement, and not to disclose such information beyond what is contemplated in this Agreement unless required by state or federal law. The Parties shall not collect or disclose information on a student’s immigration status except as required by law.

### **C. Disclosure to a Law Enforcement Officer or Agency**

As required by [section 37L of chapter 71 of the General Laws](#), school department personnel and SROs shall not disclose to a law enforcement officer or agency, including local, municipal, regional, county, state and federal law enforcement, through an official report or unofficial channels, including, but not limited to, text, phone, email, database and in-person communication, or submit to the department of state police’s Commonwealth Fusion Center, the Boston Regional Intelligence Center or any other database or system designed to track gang affiliation or involvement, any information relating to a student or a student’s family member from its databases and other recordkeeping systems including: (i) immigration status; (ii) citizenship; (iii) neighborhood of residence; (iv) religion; (v) national origin; (vi) ethnicity; or



(vii) suspected, alleged, or confirmed gang affiliation, unless it is germane to a specific unlawful incident or to a specific prospect of unlawful activity the school is otherwise required to report. Nothing in this paragraph shall prohibit the sharing of information: (i) for the purposes of completing a report pursuant to section 51A of chapter 119; (ii) upon the specific, informed written consent of the eligible student, parent or guardian; (iii) to comply with a court order or lawfully issued subpoena; (iv) in connection with a health or safety emergency pursuant to the provisions of 603 C.M.R. 23.07(4)(e); or (v) for the purposes of filing a weapon report with the local chief of police pursuant to this section.

#### **D. Information Sharing by School Personnel**

##### **1. For Law Enforcement Purposes**

Where the principal or principal's designee learns of conduct by a student for which a law enforcement response may be appropriate (as described in Section II), the principal should inform the SRO. If a teacher has information related to such conduct, the teacher should communicate such information to the principal or the principal's designee. The Parties agree that the sharing of such information does not necessarily require a law enforcement response on the part of the SRO but shall instead prompt a careful consideration of whether the conduct is best addressed by law enforcement action, by a school disciplinary response, or by other alternative school-based methods that may include but are not limited to: restorative practices, positive behavior interventions and supports, mediation, conflict resolution and other evidence-based strategies.

Notwithstanding the foregoing, if student information is obtained solely during a communication with school staff deemed privileged or confidential due to the staff member's professional licensure, such communication shall only be disclosed with proper consent or if the communication is subject to the limits and exceptions to confidentiality and is required to be disclosed (e.g., mandatory reporting, immediate threats of harm to self or others). Additionally, if such student information is gathered as part of a "Verbal Screening Tool for Substance Abuse Disorders," such information shall only be disclosed pursuant to the requirements of [G.L. c. 71, § 97](#).

The Parties acknowledge that there may be circumstances in which parents or guardians consent to the disclosure of student information for law enforcement purposes (e.g., as part of a diversion program agreement) and that the sharing of information under such circumstances does not violate this Agreement.

The Parties also acknowledge that, from time to time, an emergency situation may arise that poses a real, substantial, and immediate threat to human safety or to property with the risk of substantial damage. School personnel having knowledge of any such emergency situation should immediately notify or cause to be notified both the Police Department (or the SRO if appropriate to facilitate a response) and the principal or principal's designee. This requirement is in addition to any procedures outlined in the school's student handbook, administrative manual, and/or School Committee policy manual.

Nothing in this section or this Agreement shall prevent the principal or principal's designee from reporting possible criminal conduct by a person who is not a student. Nothing in this section or this Agreement shall prevent school personnel from complying with reporting requirements in state law, including those found in [G.L. c. 71, § 37L](#), [G.L. c. 269, § 18](#), and [G.L. c. 71 § 37O](#).

## **2. For Non-Law Enforcement Purposes**

Based on their integration as part of the school community, SROs may periodically require access to student information for purposes that fall outside of the SRO's law enforcement role outlined in Section II.

Student information received by the SRO (or other Police Department employee identified in Section VI.A.) that is not related to criminal conduct risking or causing substantial harm shall not be used to take law enforcement action against a student but may be used to connect a student or family with services or other supports. Prior to such a disclosure, whenever possible, the principal or principal's designee shall notify the student's parent/guardian, the student, or both, when such information will be shared with the SRO.

### **E. Information Sharing by the SRO with the Principal or Principal's Designee**

Subject to applicable statutes and regulations governing confidentiality, the SRO shall inform the principal or principal's designee of any arrest of a student, the issuance of a criminal or delinquency complaint application against a student, the SRO's perception that a student may be in immediate need of emergency medical or psychological assistance, or a student's voluntary participation in any diversion or restorative justice program if:

- The activity involves criminal or delinquent conduct that poses a (present or future) threat of harm to the physical well-being of the student, other students or school personnel, or school property;
- The making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., because the SRO may be aware of a situation outside of school suggesting the student may benefit from supportive services in school).

When the SRO observes or learns of student conduct in school for which a law enforcement response is appropriate (as described in Section II), the SRO shall convey to the principal or principal's designee as soon as reasonably possible the fact of that conduct and where practicable the nature of the intended law enforcement response.

## **VII. Organizational Structure, including Supervision of SROs, Lines of Communication between the School District and Police Department, and Complaint Resolution**

The SRO shall be a member of the Police Department and report directly to the Lieutenant of Police. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal or principal's designee and any other school officials identified in Section VI.A. The SRO shall ensure that the principal remains aware of material interactions and information involving the SRO's work, including, but not limited to, arrests and searches of students' persons and property, consistent with Section VI.D.

The GMRSD School district will provide the SRO with a private office, material and equipment for he/she to conduct confidential investigations/conversations. The SRO will have access to a police department issued laptop and school computer. The police department will make available an unmarked car for transport of students during their course of daily routine.

The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community to register concerns that may arise with respect to the SRO. The system shall comply with Police Department policies and shall provide for timely communication of the



resolution of the complaint to the complainant. The system shall also allow parents and guardians to Submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections.

All students, parents, guardians, teachers, and administrators shall be informed of the complaint resolution system and procedures at the beginning of each school year. Upon execution, the complaint resolution system should be placed on file at the office of the Chief of Police, the Superintendent, and the Department of Elementary and Secondary Education.

The Parties shall develop and implement a system that allows for the SRO and other Police Department officers to register concerns, including concerns about misconduct by teachers or administrators that may arise.

### **VIII. Training for SROs**

In accordance with section [23 of chapter 253 of the Acts of 2020, the Municipal Police Training Committee shall provide](#) training for SROs including but not limited to:

- (i) ways in which legal standards regarding police interaction and arrest procedures differ for juveniles compared to adults;
- (ii) child and adolescent cognitive development, which shall include instruction on common child and adolescent behaviors, actions and reactions as well as the impact of trauma, mental illness, behavioral addictions such as gaming and gambling disorder, and developmental disabilities on child and adolescent development and behavior;
- (iii) engagement and de-escalation tactics that are specifically effective with youth; and
- (iv) strategies for resolving conflict and diverting youth in lieu of making an arrest.

Such program shall also include training related to:

- (i) hate crime identification and prevention training curriculum including acquisition of practical skills to prevent, respond to and investigate hate crimes and hate incidents and their impact on victim communities;
- (ii) anti-bias, anti-racism and anti-harassment strategies;
- (iii) identification of youth at risk of or who are being commercially sexually exploited;
- (iv) bullying and cyberbullying; and
- (v) helping school resource officers interact effectively with school personnel and victim communities and building public confidence with cooperation with law enforcement agencies.

Additional areas for continuing professional development may include:

- Restorative justice practices
- Cultural competency in religious practices, clothing preferences, identity, and other areas
- Positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Relationship building and positive youth development
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School-specific approaches to topics like cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The SRO shall attend a minimum of 12 hours of certified basic SRO training and other juvenile based training via the M.P.T.C. and privately run courses per calendar year. The SRO will also attend the yearly, The New England Safety School Two Day Conference.

Where practicable, the District shall also encourage school administrators working with SROs to undergo training alongside SROs to enhance their understanding of the SRO's role and the issues encountered by the SRO.

#### **IX. Data Collection and Reporting**

In accordance with [section 37P\(d\) of chapter 71](#) of the General Laws, "annually, not later than August 1, the superintendent shall report to the department of elementary and secondary education and publicly present to the relevant school committee: (i) the cost to the school district of assigning a school resource officer; (ii) a description of the proposed budget for mental, social or emotional health support personnel for the school; and (iii) the number of school-based arrests, citations and court referrals made in the previous year disaggregated as required by the department of elementary and secondary education."

To accomplish this, the Parties agree that:

- The Superintendent shall submit such reports and data to the Department annually, not later than August 1, according to the guidance and rules contained in relevant Data Handbooks issued by the Department. With respect to item (iii) above, the Department must receive individual student level data from the District on school-based arrests, citations and court referrals made in the previous academic year.
- The Chief agrees to provide the District with regular access to data in their possession, on an individual level, as needed to fulfill the District's data reporting responsibilities.

#### **X. Accompanying Standard Operating Procedures**

The Chief, in consultation with the Superintendent, shall establish operating procedures to provide guidance to SROs about daily operations, policies, and procedures. At a minimum, the operating procedures as established by the Chief shall describe the following for the SRO and shall be consistent with this Agreement:

1. The SRO will wear a polo style shirt with a fabric badge identifying them as a police officer. Khaki or cargo style trousers will be worn, and the officers will possess a pair of handcuffs and carry their duty issued firearm or department approved secondary firearm with a spare magazine.
2. Use of police force, arrest, citation, and court referral will be guided by Massachusetts general laws and Montague Police Policy and Procedure "Operations Section 3.00", specifically section 3.06.
3. The student's legal rights and the questioning of students will be guided by Massachusetts general laws, Montague Police Policy Operations Section 3.00, and the "Districts Student Handbook".
4. The SRO's will collaborate with the Dean of Students or Vice Principal regarding any school related issues. The SRO's direct report and supervisor is the Lieutenant of Police.
5. Performance evaluations will be conducted at the end of the year between the SRO, Chief of Police and the Superintendent.
6. Diversion is key when it comes to at-risk students. All attempts will be made for diverting or referring students to the appropriate agency prior to and/or after any criminal charge.

7. Information sharing will be guided by Mass. General Laws, this MOU, the Student Handbook, and Montague Police Department Policy.

#### **XI. Effective Date, Duration, Applicability, and Modification of Agreement**

This Agreement shall be effective as of the date of signing.

This Agreement shall be reviewed annually prior to the start of the school year. This Agreement remains in full force and effect until amended or until such time as either of the Parties withdraws from this Agreement by delivering written notification to the other Party.

Upon execution of this Agreement by the Parties, a copy of the Agreement shall be placed on file in the offices of the Chief and the Superintendent. The District or school shall annually file the Agreement with the Department of Elementary and Secondary Education. The Parties shall also provide this Agreement to the SRO, the principals of any schools where the SRO will work, and any other individuals whom they deem relevant or who request it. This agreement will be in place from July 1, 2025 until June 30, 2026. The SRO will be at the school when there is proper staffing at the police department.

\_\_\_\_\_  
Name:  
Superintendent of Schools  
Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
Name: Christopher Williams  
Chief of Police  
Date: August 4, 2025



LORI M. STREETER  
SHERIFF



JASON B. KILGOUR  
SUPERINTENDENT/SPECIAL SHERIFF

**Agreement by and between  
the  
Franklin County Sheriff's Office  
and the  
Town of Montague**

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**Regional Dog Shelter Services**

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**Sheriff's Office**") and the **Town of Montague** (hereafter the "**Municipality**"), covers the provision of dog control services as detailed in the following agreement for the period of **FY26**, for the Municipality. Collectively, the Sheriff's Office and the Municipality are referred to as the "**Parties**".

**Section 1A Regional Dog Shelter Services – Responsibilities of the Sheriff's Office**

The Sheriff's Office shall provide the following general administrative and support services for the purpose of dog control in the municipalities:

- A. Employ a Regional Dog Shelter Director. Said Director must be a Deputy Sheriff and certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts. The program Director will, among other duties, work with Animal Control Officers and other Law Enforcement entities, maintain safety and wellbeing of the Shelter dogs, recruit volunteers, work with minimum security prisoners, conduct community outreach, place dogs needing adoption, return stray dogs to owners, seek grants, and solicit food and other material donations;
- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such dog control services and in provision of all other services set forth herein;
- C. Employ, train, and supervise all necessary personnel to perform the services required by this Agreement;
- D. Maintain an office and provide a well-maintained kennel, food, water, and exercise for dogs in the kennel. Such office shall be open to the public. The Sheriff's Office shall maintain all field equipment necessary for its dog control functions in good repair and maintain all current licenses and registrations required by State law;
- E. Provide adoption services for dogs unclaimed after seven days in the Shelter to place in a good home. Adoption fees will be set by the Sheriff's Office;
- F. Collect and track fees from dog owners, and number of dogs from each municipality;
- G. Collect an annual assessment from each municipality;
- H. Provide the Municipality with annual reports concerning the Sheriff's Office's performance under this Agreement and hold annual meeting for all interested parties.

## **Section 1B Regional Dog Shelter Services – Law Enforcement and Legal Cases**

- A. Dogs that enter the Shelter deemed by the town or court as 'dangerous dog' or quarantine cases will be transferred to an appropriate facility on a case-by-case basis. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1)**;
- C. For 'cruelty' cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;
- D. The daily fee for case dog(s) shall not be more then \$50.00 per day, per dog.

## **Section 2A Regional Dog Shelter Services – Responsibilities of Each Municipality**

The Municipality shall provide dog-related services not provided by the Franklin County Sheriff's Office that include, but are not limited to, the following:

- A. Handle dead dogs;
- B. Handle neighborhood disputes involving dog complaints;
- C. Investigate and enforce any dog cruelty, abandonment, or protective custody cases in the Municipality;
- D. Provide all documentation including, but not limited to, Court Orders and Police Reports for each court ordered, cruelty or incarcerated owner case. The Shelter will be updated on any and all legal activity by the Law Enforcement entity involved;
- E. All reported bites will be investigated by Law Enforcement; Municipal Animal Inspectors will order quarantine of biting dogs pursuant to State guidelines;
- F. Appear in court in connection with any criminal enforcement or civil hearing;
- G. Provide and administer municipal dog licenses and collect related fees and fines;
- H. Other duties not provided by the Sheriff's Office.

## **Section 2B Regional Dog Shelter Services – Law Enforcement and Legal Cases**

- A. Dogs that enter the Shelter deemed by the town or court as 'dangerous dog' or quarantine cases will be transferred to an appropriate facility on a case-by-case basis. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1)**;
- C. For 'cruelty' cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;
- D. The daily fee for dog(s) shall not be more than \$50.00 per day, per dog;
- E. In the event that the arresting authority needs to place a dog(s) at the Shelter as a result of an arrest an owner, the authority will provide the owner with the Shelter's information to reclaim the dog(s). **(See Attachments # 2a & 2b)**.
- F. The FCSO Regional Dog Shelter is a short-term holding facility. After ten (10) Days, the town shall be responsible for finding alternative housing for the dog(s). Following the conclusion of day 10, the town may be invoiced for the daily care of the dog(s) at an amount of not more than \$50.00 per day, per dog.

### Section 3 Consideration

- A. In consideration for the Sheriff's Office performance of the duties listed herein, the Sheriff's Office will retain all fees paid directly to the Regional Dog Shelter. Dog retrieval fees and dog kenneling fees will be set by the Sheriff's Office.
- B. An annual assessment based on the most recent US Census population figures will be paid by each Municipality to the Sheriff's Office for capital and operating needs of the Regional Shelter. The annual municipality assessment for the term covered by this agreement will be as follows:
  - I. Population under 2000 - \$350
  - II. Population between 2000 and 4,999 - \$500
  - III. Population between 5000 and 9,999 - \$800
  - IV. Population 10,000 and over - \$1,250

### Section 4 Agreement

- A. This agreement may be amended in whole or in part by the Sheriff's Office.
- B. It is the intention of the parties that the relationship of the Sheriff's Office to the Municipality in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Sheriff's Office as a partner, joint venture, agent or employee of the Municipality. The Sheriff's Office, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of the Sheriff's Office employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. The Sheriff's Office and the Municipality shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.
- C. If, at any time during the term of the Agreement, the Sheriff's Office, in the reasonable discretion of the Municipality: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, the Municipality shall have the right to terminate the Agreement upon written notice to the Sheriff's Office.
- D. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Sheriff and by the Selectboard or mayor, as appropriate.
- E. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of the Parties. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by the Parties as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- F. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- G. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.



## **Section 5 Term**

This Agreement shall be in effect for a period of one (1) year subject to the termination rights of each party as provided herein. At the end of term, any successor Agreement must receive the necessary statutory authorizations.

## **Section 6 Termination and Default**

- A. This Agreement shall terminate on the date specified in the Agreement unless terminated or suspended under this section upon prior written notice. A party may terminate or suspend its participation in this Agreement without cause and without penalty if the other party breaches any material term or condition or fails to perform or fulfill any material obligation required by the Agreement, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Agreement, or in the event of an unforeseen public emergency mandating immediate action. Upon immediate notification to the other party, neither party shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.
- B. Any party may be declared in default of this Agreement by a majority of the designated representatives of the remaining parties if that party has materially breached this Agreement and will be deemed terminated as a party to the Agreement.

## **Section 7 Indemnification**

In agreeing to this indemnification paragraph, the Sheriff's Office does not waive statutory and other liability cap protections provided by MGL Chapter 258. To the extent permitted by law, the Sheriff's Office agrees to indemnify and hold harmless the others against any and all liabilities, claims, actions, suits, demands, damages, judgments, losses, costs or expenses, including attorney's fees, arising out of dog control services provided under this Agreement and MGL Chapter 258.

## **Section 8 Dispute Settlement**

In the event any disputes or questions arise between the parties as to the interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the responsibilities provided for in the Agreement, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If a resolution to the dispute cannot be reached, both parties shall work with mediation to resolve the conflict. If, following mediation, either party is not satisfied with the outcome that party may choose to go to court.

## Section 9 Notices

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email to the address specified below or via United States mail, postage paid, to:

### FCSO Contact Info

Franklin County Sheriff's Office  
Attn: Contract Manager  
10 Sandy Lane  
Turners Falls, Ma 01376

Email:  
contracts@fcrdogkennel.org

### Town Contact Info

Town of Montague

Attn: Christopher Williams

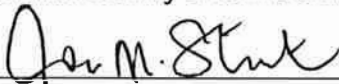
Address: 180 Turnpike Road

Turners Falls, MA 01376

EMAIL: cwilliams@montague.net


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

Franklin County Sheriff's Office

  
Lori M. Streeter, Sheriff

Date: 6/26/25

Witness:

  
Date: 6/26/25

Town of Montague

Matthew Lord, Selectboard Chair  
Printed Name of authorized signer

Signature of authorized signer

Date: August 4, 2025

Witness:

August 4, 2025  
Date:

# Commonwealth of Massachusetts

## Office of the Sheriff

FRANKLIN COUNTY

LORI M. STREETER  
SHERIFF



JASON B. KILGOUR  
SUPERINTENDENT/SPECIAL SHERIFF

### Agreement by and between The Franklin County Sheriff's Office and the Town of Montague

## Regional Animal Control Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**FCSO**") and the **Town of Montague** (hereafter the "**Town**"), covers the provision of animal control services as detailed in the following agreement for the period of **FY26**, for the Town. Collectively, the FCSO and the Municipality are referred to as the "**Parties**".

### Section 1 Regional Animal Control Services – Responsibilities of the FCSO

The FCSO shall provide the following general administrative and support services:

- A. Pursuant to Chapter 140 Section 151, et seq., employ, supervise and ensure adequate training of a Regional Animal Control Officer and any future necessary personnel to perform the services required by this Agreement. Said employee(s) shall be trained in compliance with Chapter 140 section 151C as well as certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts.

See attached job description for a list of the duties of the position, which include:

- I. Handle neighborhood disputes involving animal complaints;
- II. Investigate all reported bites, work with Animal Inspector to order quarantine of biting domestic animals pursuant to State guidelines; and perform such duties as are necessary on a live biting animal or carcass, to prepare and deliver it for rabies testing;
- III. Investigate any animal cruelty, abandonment, or protective custody cases in the Municipality in conjunction with law enforcement such as MSPCA

and/or local police; criminal cases are required by law to be enforced by the police.

- IV. Provide all documentation including, but not limited to, Court Orders and Police Reports for each court ordered, cruelty or incarcerated owner case.
- V. Coordinate with law enforcement on the investigation of all reported bites;
- VI. Appear in court in connection with any criminal enforcement or civil hearing;
- VII. Investigate dog license non-renewals;
- VIII. Establish a regular working schedule and backup system with member Towns;

IX. All stray dogs will be transported to FCSO Dog Shelter.

- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such services and in provision of all other services set forth herein.
- C. Maintain office space, a van, a laptop, and a cell phone for the Regional ACO. The FCSO shall maintain all field equipment in good repair and maintain all current licenses and registrations required by State law.
- D. Convene a Regional Animal Control Advisory Committee (hereafter the "Advisory Committee") at a minimum of once per year. The Selectboard of each participating Town will designate one representative and one alternate from the Town to the Advisory Committee (see below).
- E. Continue to provide the licensed kennel and adoption services.
- F. Collect and report calls and fees from each Town.
- G. Collect an annual assessment from each Town according to the agreed upon cost-sharing formula.
- H. Provide the Town with annual reports concerning the FCSO's performance under this Agreement.
- I. As provided by MGL Chapter 40, 4A, all agreements put into effect under this

section shall provide sufficient financial safeguards for all participants, including, but not limited to: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received the performance of regular audits of such records provisions for officers responsible for the agreement to give appropriate performance bonds periodic financial statements be issued to all participants.

- J. Review any requests by new Towns interested in joining the program.
- K. Other duties not provided by Town, as necessary.

## **Section 2 Regional Animal Control Services – Responsibilities of Each Town**

The Town shall provide animal-related services not provided by the FCSO that include, but are not limited to, the following:

- A. Appoint a representative and alternate to the Regional Animal Control Advisory Committee from either the Select Board or Town Administrator/Coordinator. If the representative is not a member of either, they should regularly update the Select Board and Town Coordinator.
- B. Appoint a representative who is able to be contacted 24/7 in the event of an emergency that requires Town authorization for action (hoarding case, animal abuse investigation).
- C. Provide and administer municipal dog licenses and collect related fees and fines.
- D. Provide the FCSO with up to date information on dog licenses in Town (including name, phone number, address, dog breed, and any other information available) exported in Excel by the 3rd week of April each year.
- E. Provide the Regional ACO with email and phone contact information for the Town Coordinator, Police, Emergency Management Director, Animal Inspector and Fence Viewer each year after elections/appointments.
- F. Work with the state to appoint an Animal Inspector. Municipal Animal Inspectors will order quarantine of biting domestic animals pursuant to State guidelines.
- G. Handle dead domestic animals.

- H. Provide police staffing for any criminal investigations and/or charges. The ACO will be updated on any and all legal activity by the Law Enforcement entity involved.

### **Section 3 Regional Animal Control Advisory Committee**

- A. Each municipality's Selectboard will designate one representative and one alternate to the Advisory Committee.
- B. The Committee shall elect a Chair at its first meeting, who shall set the agenda for the Committee with the FCSO Shelter Director and Animal Control Officer.
- C. The FCSO shall convene the Advisory Committee at least once per year.
- D. The Committee shall comply with the MA Open Meeting Law and its agenda shall be posted on the FCSO website.
- E. The Committee will be tasked to address current issues in the program and make recommendations to the ACO and the Shelter Director.
- F. The Committee will be tasked to approve budget set by the FCSO.
- G. The Committee will be tasked to approve and annually review assessment formula set by the FCSO.
- H. For the purposes of meetings, a quorum of the Committee shall be 4.  
Decisions shall be made by a majority of the members present at the time of the meeting, unless otherwise required by law.
- I. The Committee will vote on any requests from Towns to join the program, if and when the requests are approved by FCSO.

### **Section 4 Consideration**

- A. In consideration for the FCSO performance of the duties listed herein, the FCSO will retain all fees paid directly to the Regional Shelter.
- B. An annual assessment will be billed to member Towns based on the following cost-sharing formula: Member Towns shall cover 75% of the salary of the ACO, including a 15% administrative charge. Costs shall be shared as follows: 25% by Equalized Value using the most recent numbers published by the state, 75% by human population in the most recent federal Census.

### **Section 5 Agreement**

- A. This agreement may be amended in whole or in part by mutual agreement by the FCSO and the Town.
- B. It is the intention of the parties that the relationship of the FCSO to the Town in

the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute the FCSO as a partner, joint venture, agent or employee of the Town. The FCSO, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of the FCSO employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. The FCSO and the Town shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.

- C. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Sheriff and by the Selectboard, as appropriate.
- D. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of the Parties. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by the Parties as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- E. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision so long as the agreement continues to reflect the intent of the parties at signing.
- F. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws and principles and any cause of action brought pursuant to this agreement shall be brought in the courts of Franklin County, Massachusetts.

#### **Section 6 Term**

This Agreement shall be in effect for a period of three (3) years subject to the termination rights of each party as provided herein. At the end of three years, any successor Agreement must receive the necessary statutory authorizations.

#### **Section 7 Termination and Default**

- G. Any party may terminate its participation in this Agreement at the end of any fiscal year, as provided in M.G.L. c. 40, section 4A, so long as at least one year before its termination, it gives written notice to all remaining parties.
- H. If, at any time during the term of the Agreement, the FCSO, in the reasonable discretion of the Town: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, the Town shall have the right to terminate the Agreement upon written notice to the FCSO.

#### **Section 8 Indemnification**

In agreeing to this indemnification paragraph, the FCSO does not waive statutory and other liability cap protections provided by MGL Chapter 258. To the extent permitted by law, the FCSO agrees to indemnify and hold harmless the others against any and all liabilities, claims, actions, suits, demands, damages, judgments, losses, costs or expenses, including attorney's fees, arising out of Animal Control Services provided under this Agreement and MGL Chapter 258.

#### **Section 9 Dispute Settlement**

In the event any disputes or questions arise between the parties as to the interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the responsibilities provided for in the Agreement, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, including members of the Advisory Committee, to attempt in good faith to negotiate a resolution of the dispute. If a resolution to the dispute cannot be reached, both parties shall work with mediation to resolve the conflict. If, following mediation, either party is not satisfied with the outcome, that party may choose to go to court.



**Section 10 Notices**

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email to the address specified below or via United States mail, postage paid, to:

**FCSO Contact Info**

Franklin County Sheriff's Office  
Attn: Contract Manager  
10 Sandy Lane  
Turners Falls, Ma 01376

Email:  
contracts@fcrdogkennel.org

**Town Contact Info**

**Town of Montague**

Attn: Christopher Willaims

Address: 180 Turnpike Road

Turners Falls, MA 01376

EMAIL: cwilliams@montague.net

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

**Franklin County Sheriff's Office**



Lori M. Streeter, Sheriff

Date: 6/26/25

Witness:



Date: 6/26/25

**Town of Montague**

Printed Name Matthew Lord

Date: August 4, 2025

Witness:

Date: August 4, 2025

# Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_ Employee # \_\_\_\_\_

## General Information:

Full name of employee: Felix Morales \_\_\_\_\_ Department: Police \_\_\_\_\_  
 Title: Part-Time Police Officer Effective date of change: 8-4-2025

## 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: NEPBA \_\_\_\_\_  
 Old Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/hourly)  
 New Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/ hourly)  
 Notes: \_\_\_\_\_

## Termination of Employment:

Resignation: \_\_\_\_\_ Layoff: \_\_\_\_\_ Involuntary Termination: \_\_\_\_\_

## Other:

____ Unpaid Leave of Absence	Termination Date: _____
____ Unpaid Sick Leave	Termination Date: _____
____ Other:	Termination Date: _____

## Copies to:

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

# Town of Montague

## Personnel Status Change Notice

### New Hires

Employee # \_\_\_\_\_

Board Authorizing Appointment:       Selectboard       Meeting Date 8-4-2025

Authorized Signature: \_\_\_\_\_

Board Authorizing Wages:       Selectboard       Meeting Date 8-4-2025

Authorized Signature: \_\_\_\_\_

**General Information:**

Full name of employee: Fern Smith Department:       Selectboard      

Title: Executive Assistant Effective date of hire: 9-2-2025

**New Hire:**

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

Hours per Week:       35 Hours       Union:   N/A  

**Wages:**

Union:   N/A  

Wages: Grade   E   Step       7       Wage Rate: \$61,443.00 (annual/ hourly)

Notes:

**Copies to:**

_____ Employee	_____ Department	_____ Selectboard
_____ Accountant	_____ Retirement Board	_____ Town Clerk
_____ Treasurer		



Fern Smith  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

June 6, 2025

Walter Ramsey  
Town Administrator  
City of Montague

Dear Mr. Ramsey,

I am writing to express my interest in the Selectboard Executive Assistant position with the Town of Montague. With a strong background in municipal operations, administrative coordination, and community service, I bring the skills, experience, and dedication required to provide reliable and professional support to the Selectboard and Town Administrator.

Currently, I serve as Operations Manager at Greenfield Community Energy & Technology (GCET), the City of Greenfield's Municipal Light Plant. In this role, I act as a central point of contact for both city departments and residents. My responsibilities include managing onboarding and personnel documentation, supporting payroll and compliance processes, all in collaboration with various municipal departments. I ensure compliance with FCC regulations and filings with the Federal Government. I also work directly with the finance department to ensure accuracy in GCET's municipal financial records, including processing bill schedules, turnovers, requisitions, and purchase orders.

In addition to administrative and financial operations, I attend GCET Board meetings and coordinate closely with leadership to advance community broadband initiatives. One highlight of this work has been securing \$1.2 million in broadband funding by working collaboratively with FRCOG, the Massachusetts Broadband Institute, our executive team, and the city's grant writer—demonstrating my ability to contribute meaningfully to strategic, community-focused efforts.

I take pride in delivering excellent service and communication—whether assisting internal staff or responding to resident inquiries. I've also had the opportunity to supervise multiple teams, assign priorities, support performance, and foster a positive work environment. I believe these supervisory and people-facing skills align closely with the Executive Assistant role, especially as a key contact for Montague citizens and a mentor to a part-time administrative assistant.

I'm passionate about creating inclusive and welcoming environments and always strive to serve my community in and out of the office. When the Montague Bluefish swim team lost its coaches in 2023, another parent and I stepped in to fill the gap. We then committed to continue coaching through the 2024–2025 season to provide consistency and support for the kids. We had a great season! I bring that same sense of responsibility and teamwork to every role I take on.

This position aligns deeply with the kind of work I enjoy: solving problems, staying organized, and ensuring systems run smoothly. I would welcome the opportunity to bring my experience and dedication to the Town of Montague and support the important work of the Selectboard Office.

Thank you for considering my application. I look forward to speaking with you further.

Best Regards,  
Fern Smith

## Fern A. Smith

### EXPERIENCE

#### Greenfield Community Energy & Technology (GCET) – Greenfield, MA

*GCET is the City of Greenfield's Municipal Light Plant (MLP), established to bring affordable, high-speed broadband to the community.*

##### Operations Manager | 2019 – Present

- Lead and supervise Customer Service, Outside Plant, and Sales teams, ensuring effective service delivery and alignment with public sector standards.
- Administer procurement and asset management in compliance with municipal policies and state regulations.
- Support the General Manager in regulatory filings, budget development, and legal matters, including state and municipal reporting.
- Manage payroll documentation and financial records; maintain accurate and secure personnel files.
- Coordinate hiring, onboarding, CORI checks, and employee orientation; distribute personnel and benefits materials with City H.R.
- Serve as the primary point of contact for residents and city IT regarding service issues; resolve inquiries and escalate as needed.
- Supervise all network infrastructure projects, ensuring adherence to timelines, permitting, and public right-of-way guidelines.
- Attend GCET Board Meetings and collaborate with the city government to advance broadband accessibility goals.

##### Service & Delivery Manager | 2018

- Designed and implemented a high-level service delivery process using open-source CRM software to align internal departments with customer service objectives.
- Strengthened cross-departmental communication and maintained strong relationships with City staff, vendors, and technical teams.
- Established workflows and tracking systems to streamline provisioning and network installation across the city.

#### Call One Incorporated (*acquired by Peerless, an Infobip Company*) – Chicago, IL | 2005-2017

##### Provisioning Manager

- Led, trained, and coached team members on all products and procedures.
- Worked collaboratively with senior staff to streamline efficiency between departments.
- Managed escalations with outside vendors and carriers.
- Onboarded new providers, setting up escalation lists and standard operating procedures.
- Proactively identified issues in and aided team members in problem solving best course of action to resolve issues.

##### Provisioner

- Created and processed end-user orders for complex voice and data services with 15 service providers.
- Project managed 80+ locations coordinating with provider, technician, and client contacts using Salesforce and internal CRM.
- Coordinated order activities with internal departments, carriers, end-users, and/or system vendors.
- Collaborated to create training documents and train team on processes and products.

##### MAC Senior Project Manager-Carrier Services

- Analyzed and solved complex client issues, enlisting cross-departmental resources including repair, provisioning, billing, and sales to provide expedient solutions.
- Managed end-user order requests via email and phone and created tickets in internal CRM.

### CERTIFICATIONS

- |  |            |
|--|------------|
| • Telecommunications Program, DePaul University                              | March 2008 |
| • Supervisory Development Program, University of Illinois @ Urbana-Champaign | March 2009 |
| • Leadership & Supervisory Skills for Women, Rockford University             | June 2010  |

### EDUCATION

- |  |          |
|--|----------|
| • University of Massachusetts at Amherst | BS, 2001 |
|--|----------|

### VOLUNTEERING

- |  |                 |
|--|-----------------|
| • Friends of the Greenfield Public Library       | 2019 to present |
| • Chair, Annual Raffle Committee                 |                 |
| • Library Building Committee, City of Greenfield | 2020 to present |

# Town of Montague

## Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_

Employee # 2112**General Information:**Full name of employee: Steven Gochinski Department: DPWTitle: DPW Grounds Maintenance Effective date of change: 08/04/2025**New Hire:**Permanent:   Y   N If temporary, estimated length of service: \_\_\_\_\_

Hours per Week: \_\_\_\_\_ Union: \_\_\_\_\_

Pay: Grade    Step    Wage Rate: \_\_\_\_\_ (~~annual~~/hourly/monthly)

Board Authorizing: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

**Grade/Step/COLA Change:**Union: UEOld Pay: Grade G Step 1 Wage Rate: \$23.58 (~~annual~~/hourly)New Pay: Grade H Step 4 Wage Rate: \$24.04 (~~annual~~/hourly)

Notes: Steve is moving from Truck Driver/Laborer to Grounds Maintenance.

**Termination of Employment:**

Resignation: \_\_\_\_\_ Layoff: \_\_\_\_\_ Involuntary Termination: \_\_\_\_\_

**Other:**

\_\_\_\_\_ Unpaid Leave of Absence Termination Date: \_\_\_\_\_

\_\_\_\_\_ Unpaid Sick Leave Termination Date: \_\_\_\_\_

\_\_\_\_\_ Other/Specify: \_\_\_\_\_ Termination Date: \_\_\_\_\_

**Copies to:**

\_\_\_\_\_ Employee

\_\_\_\_\_ Department

\_\_\_\_\_ Board of Selectmen

\_\_\_\_\_ Treasurer

\_\_\_\_\_ Accountant

\_\_\_\_\_ Retirement Board



Name: Martin, Margaret

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Margaret Martin

**DATE:**

8-4-2025

**COMMITTEE:**

Cultural Council

**TERM:**

3 Years

**TERM EXPIRATION:**

6/3/2028

**SELECTMEN, TOWN OF MONTAGUE**

**TERM STARTS:**

8-5-25

Martin, Margaret personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Cultural Council 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.

Kate Martineau

[REDACTED]

[REDACTED]

[REDACTED]

Kate Martineau has served on the Montague Cultural Council in the past and is ready to dive back in! Dwelling in Millers Falls, Kate is a member of the Millers Falls Community Improvement Association. Kate manages the Montague Center Library where she features local artists in a small exhibition area she created. With a background in art history and a passion for community, Kate would be an asset to the Montague Cultural Council.

---

Name: MARTINEAU, KATE

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Kate Martineau

**DATE:** 8/4/2025

**COMMITTEE:** Cultural Council

**TERM:** 3 Years

**TERM EXPIRATION:** 6/30/2028

**SELECTMEN, TOWN OF MONTAGUE**

**TERM STARTS:** 08/05/25

Matt Lord

Richard Kuklewicz

Marina Goldman

**MARTINEAU, KATE** personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **Cultural Council** 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.



Julie Kumble

[REDACTED]

[REDACTED]

I'm pleased to be considered for the Selectboard for the Montague Cultural Council. I believe that my background in grant making, proposal development and review, grant writing, youth and women's leadership, and art would make me a positive addition to the committee.

Relevant grant design and review include developing a youth leadership council in Holyoke in which the city-backed youth commission designed a request for proposal and reviewed grants submitted by other youth (six years). Additionally, I was the director of grants and programs for nine years at the Women's Fund of Western MA where I developed requests for proposals, managed a grant review committee, allocated funds and monitored spending on funded programs. I served a similar role at the Peace Development Fund for national grassroots programs. I also served more recently as a founding director of the Women's Veterinary Leadership Development Initiative, a national program in the veterinary profession, and founding director of the Leadership Initiative for Political and Public Impact, a western MA initiative. In Leverett, where I lived with my family for twenty years before moving to Montague ten years ago, I was chair of the Leverett Cultural Council for several years in the early 2000's. On that council, we reviewed a wide range of applications and made decisions carefully with our limited budget, bringing as much cultural and artistic richness to the community as possible.

I'm a skilled facilitator as well as a vibrant committee member. In Montague, I co-founded the Montague Center Oral History Project and serve with the MC librarian and Montague head librarian, as well as two other volunteers. I also served on the Tree Committee. Other volunteer work includes serving on the distribution committee of the Franklin Hampshire United Way where, for the last three years, I've reviewed grant proposals and made funding decisions with a volunteer committee.

Finally, after retiring from my funding and grassroots work, I'm a full-time artist and have launched a second (maybe third or fourth!) career as a painter.

Name: KUMBLE, JULIE

**MONTAGUE APPOINTED OFFICIAL**

NAME: Julie Kumble

DATE: 8/4/2025

COMMITTEE: Cultural Council

TERM: 2 Years

TERM EXPIRATION: 6/30/2027

**SELECTMEN, TOWN OF MONTAGUE**

**TERM STARTS:** 08/05/25

Matt Lord

Richard Kuklewicz

Marina Goldman

KUMBLE, JULIE personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Cultural Council 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.

## Ben Letcher

After 30 years working at the USGS Conte Research Laboratory in Turners Falls as a research ecologist, Ben Letcher recently retired and is interested in supporting the arts in the region. Despite his nerdy research tendencies, Ben has been active in the local music scene for the last 10 years. He is a drummer in several local bands, has played in each of the Montague 'Good music makes good neighbors' festivals, and founded and ran the Montague Common Hall Open Mic Night for its first four years (it continues today under different leadership). Ben is on the board of the Montague Common Hall and has been a resident of Montague for 30 years.

Name: Letcher, Ben

**MONTAGUE APPOINTED OFFICIAL**

**NAME:** Ben Letcher

**DATE:** 8/4/2025

**COMMITTEE:** Cultural Council

**TERM:** 1 Year

**TERM EXPIRATION:** 6/30/2026

**SELECTMEN, TOWN OF MONTAGUE**

**TERM STARTS:** 08/05/25

Matt Lord

Richard Kuklewicz

Marina Goldman

Letcher, Ben personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Cultural Council 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.





GZA GeoEnvironmental, Inc.  
188 Valley Street, Suit 300  
Providence, Rhode Island 02909  
Phone: 401.421.4140

9A

## CHANGE NOTICE

NO. 001

<b>To:</b> Walter Ramsey Town of Montague 1 Avenue A Turners Falls, MA 01376 <b>Phone:</b> 617-393-4222	<b>Job Name:</b> Montague Burn Dump	<b>Date:</b> 07-28-25
	<b>Location:</b> Sandy Lane, Montague, MA	<b>Project No.:</b> 34790
	<b>Existing Contract Information:</b> 18-222 <b>Purchase Order/Contract Date:</b> September 27, 2023 <b>Existing Contract Amount:</b> \$35,000	

### We agree to perform the additional scope of services specified below:

1. GZA will perform an as built suvey of the solar array and stormwater management features and develop a stamp as-built figure to submit to DEP as part of the closure application.

Lump Sum \$ 4,500.00

**Total:** \$ 4,500.00

### CONTRACT INFORMATION

☒ Lump Sum ☐ Total Contract Change Amount  
☐ T&M ☐ Estimated Contract Change Amount

☒ Increase by this Change Order ☐ Decrease by this Change Order \$ 4,500

Net Change by previous Change Orders: 0

Original Contract Amount: \$ 35,000

Revised Contract Amount including this Change Order: \$ 39,500

### NOTES:

This change order may be accepted by signing in the appropriate spaces and returning one copy to GZA. The above work will be performed in accordance with our agreement dated 4-23-20. GZA will commence work upon receipt.

**GZA GEOENVIRONMENTAL, INC.**

**TOWN OF MONTAGUE**

By: Todd Anne Date: 07/28/2025  
PIC Name

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Client Name

Please return one signed copy to GZA.

# Unexpected Engineering Account Spending Request Form

For request to the Selectboard for the use of available funds in the  
Unexpected Engineering Account (001-5-950-5175-010)

Authorization to spend: up to \$4,500

For: As built drawings and preparation of recording notice for Burn Dump Closure

Request Date: 7/31/2025

Affirmation of Approval:

\_\_\_\_\_  
Matt Lord  
Selectboard Chair

\_\_\_\_\_  
8-4-2025  
Date

Balance Before Transfer: \$ 22,200 .00

Balance Post Transfer: \$ 17,700 .00



## Rural Ecosystem Development in support of Community-Driven Economic Development

In partnership with **RCAP** *Solutions*

### Summary

Franklin County communities are eligible for a **Rural Infrastructure Strengths Evaluation (RISE) free-of-charge**. This pilot project from the Economic Recovery Corps and RCAP Solutions is a new **process for creating actionable economic development strategies by and for rural communities**.

RISE takes stock of the range of assets in a rural community and resident priorities for economic development through a combination of community surveys, asset mapping workshops, pop-up events, and changemaker interviews. The process culminates with the **creation of an economic development framework and action plan** for local leaders to move forward with additional, identified technical assistance.

Interested towns will be **partnered with RCAP Solution's Economic Recovery Corps Fellow** to craft a specific scope of work based on their local context and desires.

### What are community assets?

There are many types of community assets critical to economic development and they include **any resource, skill, or capability that can be leveraged to improve public quality of life or promote development**. Community assets can be tangible or intangible.

RISE utilizes participatory action and comprehensive community engagement to connect local ideas and assets with the resources needed for their sustainable growth.



### Is RISE right for my community?

RISE is a great fit for your community if you are looking

to initiate an **accessible, positive, and place-based approach to sustainable economic development**. You should also be:

- Ready to engage community members in the development process
- Interested in a comprehensive assessment of your local assets
- Seeking strategies tailored to your community's unique context

### For more information, contact:

Elyse Oliver  
Fellow

(207) 710-7011  
eoliver@rcapsolutions.org

**1**

#### **Town Intake and Operations Review**

An initial questionnaire and interview process with relevant town staff and volunteers to gather information about how local public services operate and any capital improvement planning needs.

**2**

#### **Community Strengths Mapping**

A slate of engaging outreach activities with community members (residents, workers, businesses, government staff, organizations, etc.) to capture local perspectives about community assets.

**3**

#### **Value Chain Workshops**

A series of interactive meetings with relevant town staff and industry experts to identify and prioritize the most promising opportunities for local economic development based on community strengths and municipal resources.

**4**

#### **RISE Report & Implementation Support**

A final report that catalogs the RISE process and outcomes plus additional concept and narrative development TA for prioritized RISE strategies (e.g., concept diagrams, funding landscape scan, etc.).

## About the Economic Recovery Corps (ERC)

The Economic Recovery Corps (ERC) program launched in 2023 through a \$30 million cooperative agreement with the U.S. Department of Commerce's Economic Development Administration (EDA). Funded through the CARES Act, ERC aims to address long standing economic disparities in America that surfaced during the COVID-19 pandemic, build capacity in hard-hit communities, and cultivate the next generation of economic development leaders.

ERC is led by the International Economic Development Council (IEDC) in partnership with six leading national organizations from across the economic development landscape. Over a 30-month Fellowship, 65 Fellows are working alongside Host Organizations in under-resourced communities, building a nationwide corps of diverse, cross-sector talent with the skills and expertise to activate regional strategies and promote innovation. The Fellowship promotes connectivity and knowledge-sharing among urban, rural, and Tribal areas to elevate new practice and transform the field of economic development.



**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

The	Town of Montague		
	(name of recipient)		
Street1:	1 Avenue A		
Street2:			
City:	Turners Falls	County / Parish:	
State:	MA	Province:	
Country:	USA: UNITED STATES	ZIP / Postal Code:	01376
	(address)		

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff :

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

#### Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

#### Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof,  on this  

*(name of recipient)*

  
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

Matthew Lord

*Recipient*

8/4/2025

*Date*

Selectboard Chair

*Title*