

Montague Permit Results Summary August 2023

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.72
BOD mg/L	30 mg/L (Average Monthly)	7.8
BOD % Removal	>= 85.0% (Average Monthly)	95.4
TSS mg/L	30 mg/L (Average Monthly)	1.9
TSS % Removal	>= 85.0% (Average Monthly)	99.2
pH Low	6.0 SU (Daily)	6.85
pH High	8.3 SU (Daily)	8.23
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	316.9
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	22.0
Total Chlorine	1.0 mg/L (Daily Max)	0.67

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

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



Montague CWF Generator Installation Only
IFB 2023-2067
BID TABULATION AS READ – August 21, 2023 2:00PM

Bids Received From	Amount of bid
Collins Electric Co., Inc. Chicopee, MA	(1) \$ 10,759.00 (2) \$ 266,371.00 (3) \$ 5,000.00 LUMP SUM EXTENDED \$ 282,130.00
Amp Electrical, Inc. Westfield, MA	(1) \$ 44,100.00 (2) \$ 379,000.00 (3) \$ 5,000.00 LUMP SUM EXTENDED \$ 428,100.00
Elm Electrical, Inc. Westfield, MA	(1) \$ 21,525.00 (2) \$ 434,750.00 (3) \$ 5,000.00 LUMP SUM EXTENDED \$ 461,275.00
Industrial Technical Services, Inc. Westfield, MA	(1) \$ 12,850.00 (2) \$ 476,000.00 (3) \$ 5,000.00 LUMP SUM EXTENDED \$ 493,850.00

THIS IS A TRUE ATTEST OF THE BIDS RECEIVED THIS DAY.

Bob Dean, Dir. Regional Svcs / RD

Ellen Batchelder, Asst CPO / EB

ARPA Spending Strategy Running Balance 9.7.2023

ARPA= American Rescue Plan Act of 2021

\$2,454,622 total available to Montague

Encumbered Projects

Category	Project	Vote	Encumbered	Status	Funding leveraged
Infrastructure/ Wastewater	Vactor truck		400,000	purchase complete	
Infrastructure/ Wastewater	Montague City Road Emergency Sewer Repair	11/1/2022	153,881	project complete	
Infrastructure/ Wastewater	Screw Pump Replacement (Engineering)		26,500	engineering phase complete	USDA grant
Infrastructure/ Wastewater	Draft Long Term Control Plan for wastewater collection		49,000	project complete	
Infrastructure/ Wastewater	wastewater collection engineering assessment		80,000	project in process	\$150,000 in CWT grant
Infrastructure/ Wastewater	Septage Receiving Station	5/1/2023	264,000		
Infrastructure/ Wastewater	Operations Building Boiler Replacement	5/1/2023	113,000		
Infrastructure/ Wastewater	CWF RTV	5/1/2023	25,000		
Infrastructure/ Wastewater	Vactor Dumping Pad	6/12/2023	15,000	Design	
Economic/Community Recovery	Trash Receptacles	12/19/2022	15,000	project in process	
Economic/Community Recovery	Holiday lights		20,000	purchase in process	
Economic/Community Recovery	Winter Parking signs		10,000	purchase in process	
Economic/Community Recovery	Avenue A Streetscape Design	3/6/2023	46,800	under contract	\$975,000 Congressional Earmark for
Economic/Community Recovery	Social Services Gap Funding	5/8/2023	30,000	under contract	
Economic/Community Recovery	Mural Project on Shea Theater	5/15/2023	22,450	grant applied for	\$22,450 Commonwealth Places grant
Economic/Community Recovery	Falls Fest 2023	6/12/2023	12,000		
Economic/Community Recovery	Cultural Council Match FY24 and FY25	8/7/2023	18,000		
General Capital	Town Hall Annex Solar	6/5/2023	205,000		
General Capital	Old Town Hall Windows	6/5/2023	200,000		
General Capital	Old Town Hall Roof Repair	6/5/2023	50,000		
General Capital	Unity Skate Park Lights	6/5/2023	125,000		
Contingency	COVID Test Kits		18,450	purchase complete	
total encumbered			1,899,081		
ARPA Funds Remaining			555,541		

Spending Category	Spending Target	Encumbered	Unencumbered
50% Wastewater Infrastructure	\$ 1,227,311	\$ 1,126,381	\$ 100,930
30% General Capital Improvements	\$ 736,387	\$ 580,000	\$ 156,387
10% Economic/ Community Recovery	\$ 245,462	\$ 174,250	\$ 71,212
10% Contingency	\$ 245,462	\$ 18,450	\$ 227,012
	\$ 2,454,622	\$ 1,899,081	\$ 555,541

Economic/ Community Development Recovery Projects

Downtown Trash Receptacles
 Holiday Lights
 Winter Parking Communications
 Avenue A Streetscape Design
 Social Services Gap Funding
 Cultural Council matching funds
 Great Falls Festival
 DPW message Board signs
 Public Art/Space Activation

700 Middlesex Plaza 169 Main Street Middletown, CT 06457
860.343.8297

EXHIBIT A ON-CALL ENGINEERING SERVICES AGREEMENT ENGINEERING SERVICES REQUEST FORM

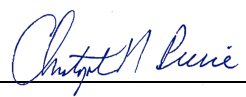
Project Name: <u>Operations Building HVAC Evaluation</u>		Project No. <u>T17593 / 21154</u>	
Client: <u>Town of Montague</u>		Prepared By: <u>Lisa Muscanell-DePaola</u>	
		Date: <u>8/17/2023</u>	

	Description of Assignment: Operations Building – HVAC Evaluation		Estimated Fee
	Itemization of Tasks	Est. Hours	
	Task 1 –Lead HVAC Engineer will conduct an on-site inspection and evaluation of the HVAC system(s) in the Operations Building (except the Headworks Area) to evaluate existing equipment operation and adequacy of sizing. Develop a technical memorandum with associated photos and include recommendations for improvements and modifications. Planning level opinion of probable costs will be included for budgetary purposes. Conference call / workshop to further discuss the technical memorandum if requested by the Client.	40-50 plus reimbursable expenses	\$7500
	Note: No HVAC balancing or testing is included. Evaluation will be based on field observation only.		
	TOTAL		\$7,500
TOTAL ESTIMATED FEE:			\$7,500

I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between the Town of Montague (CLIENT) and WRIGHT-PIERCE dated August 8th, 2022. Such payment may be different than the "Estimated Fee" indicated.

SEEN AND AGREED TO BY:

(CLIENT) _____ DATE: _____

(ENGINEER)  _____ DATE: August 22, 2023



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MA Dept. of Environmental Protection MMARS Department Code: EQE	
Legal Address: (W-9, W-4): 1 Avenue A, Turners Falls, MA		Business Mailing Address: 100 Cambridge Street 9 th Floor Boston, MA 02114	
Contract Manager: Chelsey Little	Phone: 413-773-8865	Billing Address (if different):	
E-Mail: cwf.supt@montague-ma.gov	Fax:	Contract Manager: Danah Tench	Phone: 617-733-3998
Contractor Vendor Code: VCC6000191893		E-Mail: Danah.Tench@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EQE 7000 TOWNOFMONTAGUEXX2023	
		RFR/Procurement or Other ID Number: Grant	
___ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		___ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>75,375</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) INSTALLING FINE BUBBLE DIFFUSED AERATION SYSTEM			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>September 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>09/11/23</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Richard Kuklewicz</u> Print Title: <u>Selectboard Chair</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bawa Wavezwa</u> Print Title: <u>Director of Fiscal Management</u>	

**GRANT AGREEMENT
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF MONTAGUE**

This Grant Agreement by and between Massachusetts Department of Environmental Protection and the **Town of Montague**, is dated as of the __11th__ day of _September__, 2023

RECITALS

WHEREAS, the Massachusetts Department of Environmental Protection (“Department” or “MassDEP”), is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21A, § 7; and with its principal office at 100 Cambridge Street, Boston, Massachusetts 02114 and the **Town of Montague, 1 Avenue A, Turners Falls, MA, a Clean Water Facility (CWF)**; and

WHEREAS, the Climate Protection and Mitigation Expendable Trust (“Trust”) was created pursuant to M.G.L. c. 6A, § 6 and 801 CMR 50.00 et seq. and in furtherance of the greenhouse gas emissions reduction goals of M.G.L. c. 21N, the Climate Protection and Green Economy Act, and the regulations promulgated thereunder at 310 CMR 7.74, Reducing CO₂ Emissions from Electricity Generating Facilities, and 310 CMR 7.75, the Clean Energy Standard (CES), including any amendments thereto, to further programs or projects to reduce greenhouse gas emissions in order to mitigate the impacts of climate change; and

WHEREAS, MassDEP has awarded the **Town of Montague** a Gap III Grant for an Energy Efficiency and/or Clean Energy Project from the Trust, valued at up to \$ **\$75,375**; and

WHEREAS, This Grant will assist the Grantee with installing energy efficiency improvements and/or implementing clean energy projects to reduce energy usage, save money and reduce greenhouse gases; and

WHEREAS, Grant funds can only be used as awarded and as specified below for the design and installation of energy efficiency improvements and/or for the design and implementation of renewable energy projects at the facility, as approved by MassDEP. More specifically, grant funds can only be used for the work activities and/or project (hereinafter “Project”) described in the attached Scope of Work (“Scope”); and

WHEREAS, The term of the Grant shall be through **September 30, 2025**;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, MassDEP and the **Town of Montague** (hereinafter collectively the “Parties”) agree as follows:

AGREEMENT

1. **[Grantee]** (“Grantee”), as the recipient of the Grant award from MassDEP, accepts the Grant award pursuant to all terms of the Agreement, and subject to all terms and conditions set forth in MassDEP’s Amended Gap III Energy Grant 2022-2023 Funding Opportunity (“Gap Grant”), dated September 21, 2022, which is incorporated by reference.
2. Use of Grant Funds/Scope of Work: The Project’s Scope of Work (“Scope”) prepared by the Grantee and approved in writing by MassDEP is attached hereto and hereby is a part of this Grant Agreement. The Grantee shall comply with all of the Scope’s terms and conditions. Grantee must obtain approval, in writing, from MassDEP for any Grantee-proposed changes in the Project Scope after the execution of this Grant Agreement.
3. Grant Term: The term of the Grant award shall be from the effective date of the Parties’ execution of all required contract documents through **September 30, 2025**, unless otherwise agreed to in writing by the Parties through amendment to both the Standard Contract Form and this Agreement. The Grantee agrees to complete the Project as described in the Scope and shall ensure that the Project is operational prior to the contract end date of this Grant award.

RESPONSIBILITIES OF THE GRANTEE

4. Commonwealth Contract Requirements: The Grantee agrees to execute all Commonwealth Contract Forms, as set forth in Appendix D of the Gap Grant, and including this Agreement, to finalize the grant award.
5. Project Equipment Purchases: All equipment purchased to complete the Project shall be utilized only for the energy efficiency and/or renewable energy Project(s) at the facility, unless otherwise approved in writing by MassDEP. MassDEP reserves the right to require the Grantee to provide supporting documentation to substantiate compliance with this requirement.
6. Documentation requirements for energy efficiency rebates, and/or other eligible energy conservation measures: Grantee shall provide documentation to MassDEP of having applied for all electric and/or gas rebates or incentives provided for eligible energy conservation measures, as outlined in Appendix C: Gap III Grant Application Data Table. Grantee must have written pre-approval or express “approval” documentation from utilities regarding rebates prior to the Grantee’s selection and installation of equipment and products for the Project. Grantees must also comply with any requirements by energy utilities to conduct a post-installation verification of the newly installed equipment to ensure that the installation is consistent with the incentive application as approved. If available, Grantee must also provide MassDEP with the utility’s post-installation verification report. If the Grantee installs energy efficiency products that fail to meet performance qualifications for utility rebates, the Grantee may be held responsible for the full costs associated with that installation, which in turn may negatively impact the Project and/or the value of the grantee’s Gap Grant award.

7. Invoicing and Payments: All grant funds are disbursed on a reimbursement basis, after receipt of supporting documentation and upon review and written approval of MassDEP. The Grantee shall submit invoices to MassDEP for the reimbursement of approved expenditures, accompanied by the supporting documentation. Invoices for the reimbursement of approved expenditures shall be accompanied by the following documentation (at a minimum): proof of purchase in the form of an invoice which lists the vendor name and address, items or services purchased, and the total cost. MassDEP reserves the right to require additional supporting documentation from the Grantee with respect to the review and approval of any request for reimbursement of Project costs.

Grantee must obtain approval, in writing, from MassDEP for any reallocation of Project funds among existing categories or approved new budgeted tasks. The Grantee's final invoice for reimbursement shall be submitted to MassDEP no later than **August 31, 2025**, unless otherwise approved by MassDEP.

8. Reporting:

- a. The Grantee shall submit quarterly progress reports on the Project deliverables to MassDEP during the Project's development and implementation and at the end of the Project, shall submit a final report as specified in the Scope, no later than **July 31, 2025**.
- b. The Grantee shall submit one preceding year of monthly energy usage information for an energy baseline to MassDEP prior to the initiation and implementation of the approved Gap grant project(s).
- c. The municipal Grantee shall verify and, if needed, complete establishment of accounts with MassEnergyInsight within six months of the effective date of this contract.
- d. The municipal Grantee shall verify and ensure the accuracy and completeness of facility data in MassEnergyInsight for three (3) years following completion of the funded project(s).
- e. For nonprofit and small business Grantees not eligible to utilize MassEnergyInsight, Grantees shall establish an electronic means to track and verify total cumulative energy and cost savings data for at least three (3) years following the completion of the funded project(s). Grantees shall share this information with MassDEP or any entity MassDEP designates or contracts with to perform a cost benefit analysis.

Note to Grantees: MassDEP is currently exploring software options to facilitate the tracking and verification of energy and cost savings for grantees to utilize to fulfill this requirement. MassDEP will provide grantees with additional information in the event that a specific and feasible software program is identified for this function.

- f. For installation of all eligible renewable energy technologies, registration at <https://www.masscec.com/register-my-system> and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) <https://www.masscec-pts.com/#/home> or reporting to the **SMART Program** as required.

9. Publicity and Outreach:

(a) The Grantee shall coordinate with MassDEP on all outreach materials and publicity tools (i.e., press releases, media advisories, etc.) issued by the Grantee in conjunction with or as a result of this grant. A summary of outreach as described in the Scope shall be submitted to MassDEP on or before **July 31, 2025** and shall include the following language: “This project is funded in part by a grant from the Massachusetts Department of Environmental Protection.” Printed outreach materials shall be printed double-sided on 30% post-consumer recycled paper.

(b) MassDEP shall retain the right to utilize and disseminate all printed outreach materials and publicity tools and artwork produced by the Grantee and/or the Grantee’s contractor as a result of this Grant. The Grantee shall provide MassDEP with copies of all outreach materials and publicity tools developed (in hard copy and electronically).

11. Property Rights: Upon delivery from the vendor, the Grantee Facility owner, or in the case of a Lease agreement, the Property Owner, shall retain exclusive possession of the Project’s energy improvements as they relate to the building, subject to the provisions of this Grant Agreement. For business specific equipment related energy improvements, the Grantee shall retain exclusive possession, subject to provisions of this Grant Agreement. The Grantee shall be solely responsible to ensure the Project improvements and/or equipment against damage, theft or loss during the time in which said equipment is in the possession, custody, or control of the Grantee. For the duration of this grant, the Grantee shall not sell, lease, loan or otherwise transfer rights or possession of the Project’s energy improvements/equipment, as defined in the Scope, unless it has received prior written authorization from the Department.

12. Early Termination of Lease: In the event of the early termination of a lease agreement which occurs prior to the Grantee’s completion of the Project, and regardless of the lease termination circumstances, the Grantee shall remain solely responsible for any and all outstanding financial investments towards the Project up through the date of lease termination. Where the lease to the facility has been terminated prior to the completion of the Project, the Gap Grant will immediately become null and void legally as of the date of lease termination, and MassDEP will no longer be financially obligated to reimburse the Grantee or the Property Owner for any investments made towards the Project after the date of lease termination.

13. Environmental Compliance: The Grantee acknowledges and agrees that the receipt of a Gap Grant from MassDEP does not in any way imply that the Grantee is in full compliance with all applicable environmental statutes and/or regulations. This Grant Agreement shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local environmental laws, regulations and approvals. The Grantee’s facilities are subject to inspection at any time by MassDEP and the Grantee’s noncompliance with applicable environmental statutes and/or regulations may result in formal enforcement actions, including penalties.

14. Failure to Comply: If the Grantee fails to comply with any of its responsibilities identified in this Grant Agreement and/or in the Gap Grant, MassDEP may elect to impose one or more of the following remedies:

- (a) MassDEP may deny reimbursement to the Grantee for any unfinished Project deliverables and/or Project deliverables that fail to comply with the Scope requirements;
- (b) MassDEP may reduce and/or revoke the Grantee's Gap award due to the failure to initiate/continue and/or complete the Project in accordance with all requirements; and/or
- (c) MassDEP may determine that the Grantee is ineligible to apply for another Gap Grant opportunity for up to three years following its failure to comply with Gap Grant requirements.

In its discretion, MassDEP may provide written notice to the Grantee of its failure to comply with one or more of the Gap grant requirements and provide a time period for the Grantee to remedy its noncompliance, prior to electing one or more of the remedies set forth above. However, the provision of any written notice from MassDEP to the Grantee is not a precondition to MassDEP's right to select options (a), (b) and/or (c) above.

GENERAL PROVISIONS

- 15. Authority: The Signatories of this Grant Agreement expressly acknowledge that they are duly authorized by their respective entities to enter into this Grant Agreement.
- 16. Amendments: This Grant Agreement may be amended or otherwise modified only by written agreement executed by the Parties hereto.
- 17. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 18. Authorization for Agreement Execution in Multiple Counterparts: The Parties expressly authorize and agree that this Agreement may be executed in one or more counterpart originals by the authorized signatories, all of which when executed shall constitute a single executed and legally binding Agreement.
- 19. Authorization of the use of Electronic Signatures for Agreement Execution: The Parties expressly authorize and agree that the execution of this Agreement by its authorized signatories through the use of Electronic Signatures, whether digital or encrypted, are intended to and will have the legal effect of authenticating this Agreement and will have the same force and effect as manual signatures.

IN WITNESS WHEREOF, this Grant Agreement is executed in the name of each of the parties hereto by a duly authorized representative of each such party as of the date first written above.

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

BY:

**Bawa Wavezwa, Director of Fiscal Management
Massachusetts Department of Environmental Protection**

Date

TOWN OF MONTAGUE

BY: **Richard Kuklewicz**
Print Name

Selectboard Chair
Title

Signature

Date

ATTACHMENT: SCOPE OF WORK

**Massachusetts Department of Environmental Protection
Gap Grant Funding for Energy Efficiency and Clean Energy Projects
At Drinking Water and Wastewater Facilities**

**Scope of Work
For TOWN OF MONTAGUE, CLEAN WATER FACILITY**

The Town of Montague, Clean Water Facility (CWF) (the “Grantee”) is the owner and operator of a Wastewater facility at 34 Greenfield Road in Montague, MA. The Grantee submitted an application for Gap Grant Funding for Energy Efficiency and/or Clean Energy Projects at a Drinking Water and/or Wastewater Facilities to the Massachusetts Department of Environmental Protection (MassDEP) by the deadline of July 15, 2022 to fund, in part, the replacement of the coarse bubble air diffusers with fine air bubble diffusers in the Aeration Tanks. MassDEP has awarded the Grantee a grant for \$75,375 for the project as described in the Grantee’s Application and set forth in the scope of work and deliverables below. All work on this project shall be completed within two years of executed contract date, unless otherwise approved, in writing, by MassDEP.

I. PROJECT TITLE

CWF Fine Bubble Air Diffuser Upgrade

II. PROJECT MANAGER and POINT OF CONTACT

Town of Montague: Chelsey Little, Superintendent; 413-773-8865; cwf.supt@montague-ma.gov

Wright-Pierce: Lisa M. Muscanell-DePaola, Engineering Consultant (Wright-Pierce), 860-852-1912; lisa.muscanell@wright-pierce.com

III. PROJECT SUMMARY

The Town of Montague CWF desires to upgrade the existing coarse bubble diffused aeration system to a fine bubble diffused aeration system. The Montague CWF has two existing aeration tanks equipped with coarse-bubble diffusers and a single dissolved oxygen (DO) probe in each tank. Both aeration tanks are 22-feet wide by 100-feet long by 13.5-feet deep. The coarse bubble aeration system will be replaced with a fine bubble diffuser aeration system. New diffusers and drop legs with manual isolation valves will be installed.

A total air volume reduction of approximately 50% is expected through the inclusion of fine bubble diffusers. This reduction will reduce the size (and cost) of new aeration blowers that the CWF will be procuring and installing at the same time as the fine bubble diffusers installation. The aeration blowers with associated master control panel procurement and installation will be funded under the Gap II Grant that was previously awarded to the Town Montague CWF.

The Town of Montague will be procuring and installing the equipment without using a General Contractor to conduct the air bubble diffuser upgrade / replacement project. (Note: Cost estimates for staff labor and time are *not* billed at prevailing wage.)

IV. GRANTEE RESPONSIBILITIES

The Grantee will take the following steps in pursuit of the project. All steps should be completed within two years of the executed contract date.

1. Secure project funds / financing
2. Complete project design and develop bidding documents
3. Procurement of equipment package
4. Demolish existing equipment and install new equipment
5. Verify and document all electric utility financial incentives or grant contributions for eligible energy efficiency projects.
6. Complete an outreach component of the project as described below.
7. Final Report

Grant funds will only be expended for items identified in the budget below unless the Grantee has received prior written approval from MassDEP for alternate uses.

V. SCOPE OF WORK AND DELIVERABLES

Task One: Secure project funds/financing

Completion Date: June 2023

DESCRIPTION: Secure and encumber project funds for equipment package.

Subtasks or Deliverables will include: appropriation/approval of capital funds

Task Two: Design and develop bidding documents

Completion Date: November 2023

DESCRIPTION: write technical specifications for equipment procurement and develop drawings

Subtasks or Deliverables will include: solicit updated quotes from equipment manufacturer(s) for fine bubble diffuser systems.

Task Three: procurement of equipment package

Completion Date: December 2023

DESCRIPTION: Write RFP, distribute RFP for bids, bid opening and evaluation

Subtasks or Deliverables will include: review bid packages, provide recommendation, and award control / purchase order

Task Four: demo and install new equipment

Completion Date: December 2024

DESCRIPTION: Town of Montague CWF staff to complete equipment installation required for upgrades

Subtasks or Deliverables will include: Town of Montague Clean Water Facility staff to complete equipment installation required for upgrades. Start-up and commissioning of the upgrades to ensure the plant upgrades are working as designed.

Task Five: Verify and document all electric utility financial incentives or grant contributions for eligible energy efficiency projects

Completion Date: February 2025

DESCRIPTION: Coordinate with Eversource and Demand Management Institute (DMI)

Subtasks or Deliverables will include: obtaining and review shop drawing submittals before equipment is released for production and delivery

Task Six: Complete outreach/ communication component **Completion Date: February 2025**

DESCRIPTION: A project fact sheet will be posted on the town website and on social media (Facebook). The CWF Superintendent will provide updates to the Montague Selectboard and Sewer Commission on a consistent basis.

Subtasks or Deliverables will include: prepare, post, and distribute a project fact sheet

Task Seven: Reporting

Completion Date: February 2025

DESCRIPTION: Based on the schedule above, the town of Montague will provide quarterly progress reports to MassDEP as needed. A final project report will be submitted to MassDEP highlighting the operational, energy, cost, and environmental benefits of the project.

Deliverables will include:

1. The Grantee shall provide quarterly progress reports to MassDEP on tasks identified in Section III - Scope of Work and Deliverables noted above. Progress reports can be submitted electronically to MassDEP's Clean Energy Results Program (CERP) contacts: Danah Tench, Director, danah.tench@mass.gov , 617.733.3998 and Michael DiBara, Project Manager, michael.dibara@mass.gov , 508.767.2885.
2. The Grantee shall provide a final report to MassDEP's CERP contacts above within 60 days of the completion of project construction and commissioning of the energy upgrades, including demonstration that all the implemented improvements are operating as designed.
3. The Grantee shall enter facility energy data into MassEnergyInsight (MEI) – a web-based no cost energy tracking tool for municipalities (<https://www.massenergyinsight.net/home>)

VI. USE OF GRANTS

The grant funds shall be used as follows:

Project Name / Location	Total Cost	Grantee Cost (minimum 10% cost share)	Funding from Other Sources	Gap Grant Award	Start Date	Completion Date
Montague CWF – Fine Bubble Air Diffuser Upgrade – Aeration Tanks	\$152,360	\$45,735	\$31,250 (Eversource Efficiency Incentives)	\$75,375	June 2023	February 2025
Totals	\$152,360	\$45,735	\$31,250	\$75,375		

V. BUDGET/SCOPE CHANGES

Grantee must obtain approval, in writing, from MassDEP for any Grantee-proposed changes in the Project Scope after the execution of this contract.

Grantee must obtain approval, in writing, from MassDEP for any reallocation of Project funds among existing or approved budgeted tasks.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

CONTRACTOR LEGAL NAME : Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Richard Kuklewicz	Selectboard Chair
Chelsey Little	Clean Water Facility Superintendent

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: September 11, 2023

Title: Selectboard Chair

Telephone: 413-863-3200 x108

Fax: 413-863-3231

Email: selectscity@montague-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME : Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Joshua Lively
Montague MA
01351 August 29th,
2023

Montague Selectboard
1 Avenue A
Turners Falls MA 01376

Esteemed Selectboard,

This letter is to advise you that I am interested in filling a vacant seat on the Turners Falls Airport Commision. I am a newly minted private pilot residing in Montague. I understand that the seat may as of yet not be vacated but am anticipating it to be soon according to Airport Manager Brian Camden. I feel as I would be a great addition to the Commision as i have several years of experience serving on a few town boards and committees. Thank you for your consideration.

Joshua Lively

A handwritten signature in cursive script that reads "Joshua Lively". The signature is written in dark ink and is positioned below the printed name.

WendyB-Montague Selectboard

Subject: FW: Cultural Council

-----Original Message-----

From: Kathleen

Sent: Tuesday, September 5, 2023 6:54 PM

To: WendyB-Montague Selectboard <WendyB@montague-ma.gov>

Cc:

Subject: Re: Cultural Council

Dear Board,

I think Jasper will be a nice addition to our team. The committee will appreciate his commitment and enthusiasm and he represents a younger demographic. Please approve his appointment.

Best Regards,

Kathleen Lynch

Montague Cultural Council

Sent from my iPhone

> -----Original Message-----

> From: Jasper Adams

> Sent: Tuesday, September 5, 2023 5:42 PM

> To: WendyB-Montague Selectboard <WendyB@montague-ma.gov>

> Subject: Cultural Council

>

> Hi All,

>

> My name is Jasper Adams and I am writing to you because I wish to join the cultural counsel in Montague. I have always greatly appreciated the arts, and the many creative ways that people express themselves. Art and creativity is not only self fulfilling, but I think it enriches the community and also brings people together. Thank you for your time and I look forward to furthering creativity and the arts in our wonderful community.

>

> Sincerely,

>

> Jasper Adams

>

>

>

> Sent from my iPhone

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing **Appointment:** Selectboard Meeting Date: 9/11/23

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 9/11/23

Authorized Signature: _____

General Information:

Full name of employee: Angela Amidon Department: Selectboard
Title: Administrative Assistant Effective date of hire: September 20, 2023

New Hire:

Permanent: X Y N If temporary, estimated length of service:
Hours per Week: 20 Union : NAGE

Wages:

Union: NAGE

Wages: Grade B Step 1 Wage Rate: \$19.28 (hourly)

Notes:

Copies to:

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

Angela Amidon

Medical Office Administrative Assistant

Turners Falls, MA 01376

xxxxxxxxx@indeedemail.com

Responsible Administrative Assistant/Receptionist with excellent communication skills demonstrated with experience in an office setting. Detail-oriented clinical receptionist / Medical Billing Specialist. Adapts easily to changes and demands of office procedures. Enthusiastic assistant with excellent people skills and dedicated work ethic. Strong attention to detail and knowledge of medical terminology. Inpatient and outpatient records coding. Familiar with commercial and private insurance carriers. Strong ability to communicate clearly and effectively to patients and staff.

- Detail Oriented - Self-starter
- Strong work ethic - Deadline-oriented
- Problem resolution - Strict confidentiality
- Team player with positive attitude - Insurance eligibility verification

Work Experience

HR/Office Administrator

Current Electric - Greenfield, MA

March 2021 to March 2023

Accounts receivable, paying monthly statements, bi-weekly payroll. Daily billing of job tickets. Managing and updating yearly insurance policies. Submitting end-of-year reports to company accountant. Researching and updating yearly health insurance for employees. Standard office responsibilities such as answering phones, taking messages, email communications, scanning, etc. Worked with quick books, word and excel programs.

Medical Office Administrative Assistant

Franklin Orthopedic Group - Greenfield, MA

November 2014 to May 2018

Provided administrative support for three physicians.

Office assistant including greeting visitors and responding to telephone and in-person requests for information.

Organized files, sent faxes and handled incoming and outgoing correspondence.

Scheduling of orthopedic surgeries. Maintaining constant communication with local hospital and patients.

Verified all pre-authorizations with insurance companies for proper payment.

Prepared prescription refill requests on behalf of the physicians.

Scheduled patient appointments for office and outside referrals.

Demonstrated knowledge of HIPAA Privacy and Security Regulations by appropriately handling patient information.

Confirmed patient information, collected copays and verified insurance.

Post charges, payments and adjustments.

Acquired insurance authorization for procedures and tests ordered by the attending physicians.

Maintained accurate daily and weekly copay deposits.

Medical Billing Specialists

Examined diagnosis codes for accuracy, completeness, specificity and appropriateness according to services rendered. Responsible for Orthopedic and Occupational Therapy billing. Posted daily charges for office and surgical procedures.

Medical Coding/Billing Specialist

Valley Medical Group - Greenfield, MA

December 2012 to November 2014

Coded outpatient encounters at a rate of 180 per day and 140 complex specialty coding.

Accurately entered procedure codes, diagnosis codes and patient information into billing software.

Added modifiers as appropriate, coded narrative diagnoses and verified diagnoses.

Carefully reviewed medical records for accuracy and completion as required by insurance companies.

Assigned additional diagnosis codes based on specific clinical findings (laboratory, radiology and, pathology reports as well as clinical studies) in support of existing diagnoses.

Medical Billing Specialist - Per Diem

Franklin Orthopedic Group - Greenfield, MA

December 2006 to October 2012

Responsible for insurance referrals and authorizations for patients visits. Answering phones, message writing, preparing daily charts, collecting co-pays and account balances. Maintained daily and weekly deposits. Entered daily charges for three physicians.

Medical Records Assistant - Per Diem

Baystate Family Medicine - Greenfield, MA

December 2003 to December 2006

Recorded and filed patient data and medical records.

Carefully reviewed medical records for accuracy and completion as required by insurance companies.

Acquired insurance authorizations for procedures and tests ordered by the attending physicians.

Scheduled patient appointments.

Office Manager

Franklin R - Thomas, MD

January 1996 to January 1998

Monitored and controlled office inventory to ensure adequate supply levels, timely product ordering and efficient management.

Interviewed, on-boarded, developed and oversaw daily activities of clerical and administrative personnel.

Responsible for accounts payable/receivable and payroll. Scheduling of all patient appointments.

Obtaining proper insurance referrals/authorizations.

Education

Additional Medical Billing

Frontier Regional School - Deerfield, MA

Skills

- Medical Coding
- Insurance Verification
- Medical Office Experience
- Medical Scheduling
- Medical Records
- Medical Billing
- EMR Systems



Selectboard Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

September 11, 2023

Ms. Kathryn McNelis
Executive Office of Housing and Livable Communities
Department of Housing and Community Development
Commonwealth of Massachusetts
100 Cambridge Street – Suite 300
Boston, MA 02114

RE: CDBG: CDF-G-2022.2023-MONTAGUE -00967
Response to Attachment A III.H.8-Additional Special Conditions

Dear Ms. McNelis:

The Town of Montague hereby certifies to the Executive Office of Housing and Livable Communities that the Town and its administering agency, Franklin County Regional Housing and Redevelopment Authority, respond to the Additional Special Conditions as follows:

1. *Contractor will submit for the Department's approval a revised Citizen Participation Plan to describe how attendance records will be maintained for future public hearings, and to provide the attendance records for the public hearing held on 01/30/23.*
 - Please refer to Response #1, enclosed updated Citizen Participation Plan and Attendance Record for the 01/30/23 Public Hearing. "Attendance at the Public Hearing will be recorded either by utilizing a Sign-In Sheet for in-person hearings, or by being recorded and documented in the certified minutes of the Public Hearing, which may have been held virtually."
2. *Contractor must submit for the Executive Office's approval documentation of matching funds for the LifePath Elder Self-sufficiency Program (\$8,118) and LifePath Home Delivered meals Program (\$168,157).*
 - Please refer to enclosed Response #2: LifePath matching funds explanation.
3. *Contractor shall certify to the Department that its Program Director and Housing Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross-referral, cost-sharing and joint*

The Town of Montague is an equal opportunity provider and employer

scheduling of projects. The goal is to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services.

- Please refer to enclosed Response #3: The Town of Montague hereby certifies to the Department of Housing and Community Development that the town and its administering agency (Franklin County Regional Housing and Redevelopment Authority) Program Director and Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross referral, cost-sharing, and scheduling of projects in order to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services. Please see attached Response #3.

If you have any questions, please do not hesitate to contact Brian McHugh, Director of Community Development at the Franklin County Regional Housing and Redevelopment Authority, the Town of Montague's Administering Agency, at (413) 863-9781 ext. 125 or at bmchugh@frchra.org.

Sincerely,

TOWN OF MONTAGUE

Richard J. Kuklewicz, Chair
Selectboard

cc: Brian McHugh, Franklin County Regional and Redevelopment Authority
Emily McLaughlin, Program Representative, Executive Office of Housing and Livable Communities

Citizen Participation Plan

The Town of Montague submits this application at the request of their low and moderate-income residents and a public participation process that articulated the need for a sidewalk replacement project, housing rehabilitation for LMI residents, and four social service programs as identified by the townspeople in the following ways:

(1) Through the lengthy public process of developing their 2018-2023 Community Development Strategies;

(2) By requests made by individual low- and moderate-income residents of the town to the Selectboard to apply for Community Development Block Grant funding. These requests have come in the form of letters, emails, telephone calls to the Board, and attendance at public hearings and informational meetings. The Selectboard held 1 formal public hearing and 1 informational meeting with proposed project presentations to provide for and encourage citizen participation in the selection and development of activities to be requested in the Community Development Block Grant application/Community Development Fund. Attendance at the Public Hearing will be recorded either by utilizing a SignIn Sheet for in-person hearings, or by being recorded and documented in the certified minutes of the Public Hearing which may have been held virtually. (See Public Hearing Section for FY2022.23 Public Hearing attachments);

(3) By proposals solicited by the Selectboard for social service programs to address needs identified by town residents. A committee evaluated the proposals, and the most advantageous proposals were presented to the public and the Selectboard at the informational meeting and the Public Hearing for inclusion in the grant proposal.

Technical assistance will be provided to low- and moderate-income groups and/or groups representing low and moderate-income persons throughout the grant term. Technical Assistance will be accomplished by program staff working individually with low- and moderate-income persons and/or providing technical assistance by attending group meetings, providing accommodations for handicapped and non-English speaking clients; by holding meetings in fully handicapped accessible buildings, and by offering interpreters who will be available as necessary to accommodate hearing impaired, limited and non-English speaking clients.

The Selectboard will commission a Citizens Advisory Committee with representatives from various locations of the town; at least 1 member of the Committee will be low/moderate income. This committee will provide independent oversight of the program performance during the grant term. Their mission will be to ensure that all proposed activities would accomplish the goals stated in the towns' Community Development Strategies. The Citizens Advisory Committee will receive quarterly progress reports from the towns' administering agency, the Franklin County Regional Housing and Redevelopment Authority.

If funded, a public hearing will be held during the grant cycle to obtain citizen comments on the outcome and effectiveness of the programs and projects, and to elicit suggestions on how they could be improved upon in the future. In addition, if the community decides to amend its grant agreement in order to substantially alter the design of a funded activity, eliminate an activity or add a new one, it will hold a public hearing before petitioning DHCD for a contract amendment.

Accommodations will be made for handicapped and non-English speaking clients. All group/client meetings will be held in fully handicapped accessible buildings. Additionally, interpreters will be available as necessary to accommodate hearing impaired, limited and non-English speaking clients.

The Town encourages residents to attend the meeting where any person or organization wishing to be heard will be afforded the opportunity. If unable to participate in person or virtually, residents are welcome to submit written comments to the attention of the Assistant Town Administrator, Montague Town Hall, Turners Falls, MA.

Grievances and complaints will hopefully be resolved immediately at the lowest level -- that is, directly between aggrieved clients and administrators of an activity component. Should that in some instances not prove satisfactory the following grievance procedure will be initiated:

Grievance between HRA and Program Participants: In the event that a program participant (homeowner, tenant or owner) feels that s/he has not been treated fairly by the program, or that the HRA did not meet its obligations to the participant as specified in the program guidelines: (1) The program participant shall state the grievance in writing to the Director of Community Development ...[who] shall meet with the program participant within 10 business days of the receipt of the written notice. The program participant will be given a written response from the Director of Community Development within 5 business days of the meeting. (2) If the grievance is not resolved, the program participant may request in writing a meeting with the Executive Director... [Who] shall meet with the program participant and the Director of Community Development within 10 business days of receipt of the written notice. The program participant will be given a written response from the Executive Director within 5 business days of the meeting. At this meeting both the program participant(s) and HRA shall have the right to be represented by legal counsel, to present evidence and to cross-examine witnesses presented by others. Retaining legal counsel for him/herself shall be the responsibility of the program participant.

(3) The decision of the Executive Director shall be the final administrative review by HRA.

(4) If the program participants are not satisfied with the HRA Executive Director's decision, he/she may bring the grievance to the town's Selectboard for a final determination. The Select Board will address the grievance at their next regularly scheduled meeting (unless an alternate meeting is otherwise agreed upon with the participant(s)). There will be no further administrative review.

Accommodations will be made for handicapped and non-English speaking clients. All group/client meetings will be held in fully handicapped accessible buildings. Additionally, interpreters will be available as necessary to accommodate hearing impaired and non-English speaking clients. All program materials will be translated upon request.

The Town encourages residents to attend the meeting where any person or organization wishing to be heard will be afforded the opportunity. Any resident unable to participate in the hearing is welcome to submit written comments to the attention of the Assistant Town Administrator, Montague Town Hall, Turners Falls, MA.

MONTAGUE SELECTBOARD MEETING
VIA ZOOM
Monday, January 30, 2023
AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/83942305923>

Meeting ID: 839 4230 5923

Dial into meeting: **+1 646 558 8656**

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

Meeting Being Taped

Votes May Be Taken

1. 6:00 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Selectboard Minutes from January 17 and 23, 2023
3. 6:01 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 Public Hearing
 - FY22.23 Montague CDBG Grant Application (Community Development Block Grant Program)
 - Designate Walter Ramsey, Assistant Town Administrator as the Town's Environmental Certifying Officer
5. 6:45 Suzanne LoManto, Assistant Town Planner
 - Use of Public Property: Northeast Unity Car Show, Sunday, September 24, 2023, 10:00 AM – 4:00 PM; Road Closure: 1st St from Avenue A to Unity Park Hill. Unity Park and the far parking lots would still be accessible from Second St., co-sponsored by RiverCulture
 - Details of the Smithsonian exhibition 'Crossroads: Change in Rural America' February 5-March 23 at the Great Falls Discovery Center, co-sponsored by RiverCulture
6. 6:55 Brick and Feather Brewery, 78 11th Street
 - For Reconsideration: Alteration of Licensed Premises (ABCC requested further information)
7. 7:00 Shawn Hubert, Hubies Restaurant & Tavern
 - Update on Liquor License Transfer
8. 7:10 Ric Smith, Sheepdog The Movie, LLC
Use of Public Property: Independent Film; Multiple days between 2/14/23 – 3/9/23, Time and location varies (as per attached)

MONTAGUE SELECTBOARD MEETING
VIA ZOOM
Monday, January 30, 2023 at 6:00 PM

Meeting was opened at 6:00 PM. Present were Selectboard members Rich Kuklewicz, Chris Boutwell, and Matt Lord; Town Administrator Steve Ellis; Assistant Town Administrator Walter Ramsey; Executive Assistant Wendy Bogusz; FCRHA Director of Community Development Brian McHugh; Finance Committee Member John Hanold; Town Clerk Deb Bourbeau; and Town Meeting Moderator Ray Godin.

Selectboard Chair opens the meeting at 6:00 PM, including announcing that the meeting is being recorded and roll call taken

Approve Selectboard Minutes from January 17 and 23, 2023 if available

- Lord mentions some changes that he wants made on the minutes.
- *Lord makes the motion to accept the minutes from January 17 and 23 with changes as described. Seconded by Boutwell, unanimously approved. Lord - Aye, Boutwell - Aye, Kuklewicz - Aye*

Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment.

None

Public Hearing

FY22.23 Montague CDBG Grant Application (Community Development Block Grant Program)

- Lord reads aloud the legal notice.
- McHugh clarifies that the Streetscape Improvements Project is actually a design project, not a construction project.
- McHugh gives some background on the funding sources for the CDBG Grant.
- McHugh reviews the activities that are being proposed in this year's grant application (Social Service Programs, Hillcrest Neighborhood Playground Construction, Housing Rehabilitation, and Avenue A Streetscape Design Project).
- M. Jackson asks if this is supposed to begin in October? McHugh responds that we should hear about the grant by middle of summer with an expected start date of October 1 and projected for 1 year from there. Then there will be another round next March.
- M. Jackson knows there has been prior discussion with the Town finding ways to sustain its support for some of the partners in the social service sector through the gap in CDBG funding and wants to make sure it remains on folks radar as a need.
- Ellis points out that the Board has not made an official policy change relative to the total share of a typical CDBG grant round that would be devoted to social services. Given that the Board hasn't discussed this as a long-term matter, we have to advise all of the agencies that may have proposals included in this, that we cannot guarantee the same level of funding. We have found it difficult to get enough money to execute capital projects and put money into housing rehab. As we talk about sustainability and gap funding we have to be transparent that the Board has not at this point made a long term strategic choice relative to long term changing its mix or CDBG grant support of social service programs.
- in terms of long-term strategic choice relative to long-term changing its mix for CDBG Grant support of Social Service Programs.
- In response to a comment by Ariel Elan, Ellis states that the Town is only supporting The Brickhouse's programs that were mentioned.
- With regard to the playground, Kuklewicz wonders if the location is the best place given Gill-Montague's plans for elementary school realignment and building a new school.
- Ramsey responds that the design for the playground started before a new school was proposed. It is impossible at this time to note where the ideal location for the playground would be. If a new school will be built, it would be possible to relocate the new playground structures.
- In response to a question by Jeff Singleton (regarding Housing Rehabilitation), McHugh states that \$350,000 will be allocated to 7 units.
- In response to a question by Singleton, McHugh states that two people from FCRHRA, Alyssa Larose and Gina Govoni have attended the Affordable Housing Committee meetings that are mainly working on the Overlay District; and Ramsey confirms that there is coordination between the two groups.
- Ramsey and McHugh clarify which parts of the design for the Streetscape project each source is funding.
- Chair closes the public hearing.

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, January 30, 2023 at 6:00 PM

Designate Walter Ramsey, Assistant Town Administrator as the Town's Environmental Certifying Officer

Boutwell makes the motion to appoint Walter Ramsey, Assistant Town Administrator as the Town's Environmental Certifying Officer; and authorize the Chair to sign the certificate. Seconded by Lord, unanimously approved.

Boutwell - Aye, Lord - Aye, Kuklewicz - Aye

Suzanne LoManto, Assistant Town Planner Use of Public Property: Northeast Unity Car Show, Sunday, September 24, 2023, 10:00 AM - 4:00 PM; Road Closure: 1st St. from Avenue A to Unity Park Hill. Unity Park and the far parking lots would still be accessible from Second St., co-sponsored by RiverCulture

Boutwell makes the motion to approve the request for Use of Public Property: Northeast Unity Car Show, Sunday, September 24, 2023, 10:00 AM - 4:00 PM; Road Closure: 1st St. from Avenue A to Unity Park Hill. Unity Park and the far parking lots would still be accessible from Second St., co-sponsored by RiverCulture. Seconded by Lord, unanimously approved. Boutwell - Aye, Lord - Aye, Kuklewicz - Aye

Details of the Smithsonian exhibition 'Crossroads: Change in Rural America' February 5 - March 23 at the Great Falls Discovery Center, co-sponsored by RiverCulture

- LoManto states that individuals from DCR will be assembling the Smithsonian exhibit on Wednesday through possibly Friday.
- The exhibit consists of six three-dimensional kiosks.
- The ribbon-cutting is this Sunday from 11:00 AM to 1:00 PM.
- There is a kick-off event at the Shea Theater on February 11. A short documentary will be shown, and music will be provided by Valley Voices.

Brick and Feather Brewery, 78 11th Street

For Reconsideration: Alteration of Licensed Premises (ABCC requested further information)

Boutwell makes the motion to approve the request for the outdoor license for Brick and Feather Brewery as presented. Seconded by Lord, unanimously approved. Boutwell - Aye, Lord - Aye, Kuklewicz - Aye

Shawn Hubert, Hubies Restaurant & Tavern

Update on Liquor License Transfer

Kristi Bodin reports that the Shea Theater has all of the information that they need from Hubert. It is now up to the Shea to move the application forward. Bogusz will review the application, then schedule a public hearing.

Ric Smith, Sheepdog The Movie, LLC

Use of Public Property: Independent Film; Multiple days between 2/14/23 - 3/9/23, time and location varies (as per attachment)

- Smith shares an updated schedule for shooting the movie.
- Ellis asks Smith to give the Selectboard weekly briefings by each Thursday and provide all possible notice about any last-minute changes.
- Kuklewicz suggests Smith coordinate with Bogusz to get a general Use of Public Property permit that can hopefully be approved next week.
- Smith is willing to give weekly updates at the Selectboard meetings.

FY24 Budget Review and Recommendations

Conduct Final Review of FY24 Budget Requests

(See following bullet)

Consider Preliminary Budget Recommendations for Finance Committee

- *Boutwell makes the motion to approve the Moderator's Budget as presented. Seconded by Lord, approved. Boutwell - Aye, Lord - Nay, Kuklewicz - Aye*
- *Boutwell makes the motion to approve the Registrars' stipend increase from \$525 to \$625 as requested. Seconded by Lord, approved. Boutwell - Aye, Lord - Nay, Kuklewicz - Aye*
- *Boutwell makes the motion to approve the Library's Budget as presented. Seconded by Lord, unanimously approved. Boutwell - Aye, Lord - Aye, Kuklewicz - Aye*
- *Boutwell makes the motion to support the request of the Budget for Department #197 Farmers Market. Seconded by Lord, unanimously approved. Boutwell - Aye, Lord - Aye, Kuklewicz - Aye*

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, January 30, 2023 at 6:00 PM

Ramsey states that members from the Wood Bank are looking to apply for a grant for approximately \$15,000 for some equipment. This topic will be brought up at next week's meeting.

Town Administrator Business

Execute Agreement with FRCOG for FRCOG Collective Highway Products and Service Bids and Contracts for FY 2024, \$3,100

Boutwell makes the motion to approve the request for the Collaborative Procurement with FRCOG, and name Tom Bergeron, Highway Superintendent as the authorized person for the highway bids; and let the Board approve and sign the document. Seconded by Lord, unanimously approved. Boutwell - Aye, Lord - Aye, Kuklewicz - Aye

Plan to transition Town Clerk and Treasurer/Collector from Elected to Appointed Positions

Ellis shares that both our Town Clerk and Treasurer/Collector feel that it is time for the Town to consider changing the historical system and moving their positions from elected to appointed. This would allow for us to choose from a broader candidate pool when the time comes. This issue would need to be added on the Special Town Meeting Warrant on March 2.

Consider Supplemental CSO Monitoring/Reporting Contract with ADS Environmental Services

Ellis shares that there will be a \$6,200 one-time fee for a tool that would allow us to have all of our automated email notifications go out to all intended recipients relative to CSO public notifications. We would anticipate receiving a contract proposal for FY24 that we would ultimately put out to bid, that would shape our understanding of what our budget will be like next year for the full integrated packet of services.

Authorize Participation in Additional National Opioid Settlement Agreements

Boutwell makes the motion to authorize the Town Administrator to signal Montague's desire to opt in the participation in new settlement for the National Opioid Settlement Program. Seconded by Lord, unanimously approved. Boutwell - Aye, Lord - Aye, Kuklewicz - Aye

Update on Expected FRTA Bus Maintenance Facility Timeline

The updated timeline for the completion of the FRTA garage and their moving in and having it commercially operable is the month of May.

Update on Refiling of Legislation to Remove Montague Police from Civil Service (HD-367)

Representative Blais and Senator Comerford have filed House Docket 367, which is a renewal of our request for separation from Civil Service for our police force.

Plan to Repaint Town Hall Common Areas

The common halls were last painted 18 years ago. Bergeron will see if he can cover having them painted under his Operations and Maintenance Budget for Town Buildings. If not, Ellis will ask the Selectboard to use Community Development Discretionary funds.

OTHER:

GMRSD Budget Meeting: There is a joint meeting with the Gill-Montague School District, Finance Committee, and Selectboard at the high school tomorrow night 6 PM in room 228. This will be a hybrid meeting.

ANNOUNCEMENT: 5 Villages One Future Comprehensive Plan Workshop Saturday, February 4, 10:00 AM to 2:00 PM at the Turners Falls High School Cafeteria. Lunch, childcare, and transportation provided. Register here: <https://tinyurl.com/montaguecommunityworkshop>

Boutwell makes the motion to adjourn the meeting at 8:56 PM. Seconded by Boutwell, unanimously approved. Lord - Aye, Boutwell - Aye, Kuklewicz - Aye

PROJECT BUDGET FORM

Program Name: Montague Elder Self-sufficiency
Program Period: Oct. 1, 2023-Sept. 30, 2024
12 months

CDBG Portion- 71.13%

Matching Funds

REVENUE				Cost Mont	Revenue	Revenue
Montague CDBG				\$ 20,000.00	\$ 20,000.00	
Executive Office of Elder Affairs				\$ 6,813.53		\$ 6,813.53
Program Contributions				\$ 1,304.70		\$ 1,304.70
TOTAL REVENUE				\$ 28,118.23	\$ 20,000.00	\$ 8,118.23

PERSONNEL Position:	Hourly Rate	Hours Per Week	# Weeks	Total Program Cost Mont	CDBG Cost	Non-CDBG Cost
				\$ 4,613.05	\$ 3,281.18	\$ 1,331.87
Supervisors and coordinators	Various	Various	52	\$ 13,287.42	\$ 9,451.11	\$ 3,836.31
						\$ -
						\$ -
				\$ -	\$ -	\$ -
				\$ -		\$ -
				\$ -		\$ -
TOTAL SALARY				\$ 17,900.47	\$ 12,732.29	\$ 5,168.18
Taxes at 10%				\$ 1,790.05	\$ 1,273.23	\$ 516.82
Fringe at 22%				\$ 3,938.10	\$ 2,801.10	\$ 1,137.00
TOTAL PERSONNEL				\$ 23,628.62	\$ 16,806.62	\$ 6,822.00
						0
ADMINISTRATIVE COSTS						\$ -
Volunteer rec & training				\$ 26.50	\$ 18.85	\$ 7.65
Office supplies				\$ 29.84	\$ 21.22	\$ 8.62
Advertising				\$ 86.48	\$ 61.51	\$ 24.97
Postage				\$ 34.20	\$ 24.33	\$ 9.88
Telephone				\$ 42.18	\$ 30.00	\$ 12.18
Mileage				\$ 129.72	\$ 92.27	\$ 37.45
CORI				\$ 21.38	\$ 15.21	\$ 6.17
Program supplies				\$ 200.06	\$ 142.30	\$ 57.76
Software				\$ 86.48	\$ 61.51	\$ 24.97
Training				\$ 129.72	\$ 92.27	\$ 37.45
Indirect costs				\$ 3,703.06	\$ 2,633.92	\$ 1,069.14
					\$ -	\$ -
					\$ -	\$ -
TOTAL ADMINISTRATIVE				\$ 4,489.61	\$ 3,193.38	\$ 1,296.23
						0
TOTAL PROGRAM COSTS				\$ 28,118.23	\$ 20,000.00	\$ 8,118.23

PROJECT BUDGET FORM

Program Name: LifePath Home Delivered Meals - Montague

Program Period: October 1, 2023 – September 30, 2024
12 months

Matching funds

				Total Project Cost MONT	CDBG Revenue	Non- CDBG Revenue
REVENUE						
Montague CDBG				\$ 20,000.00	\$ 20,000.00	
Executive Office of Elder Affairs				\$ 110,540.85		\$ 110,540.85
Senior Care Options/One Care				\$ 9,188.95		\$ 9,188.95
Program Contributions				\$ 17,420.99		\$ 17,420.99
NSIP				\$ 8,829.57		\$ 8,829.57
Source: Commodity Credit				\$ -		\$ -
Fund Balance				\$ 22,177.00		\$ 22,177.00
TOTAL REVENUE				\$ 188,157.36	\$ 20,000.00	\$ 168,157.36

PERSONNEL Position:	Hourly Rate	Hours Per Week	# Weeks	Total Project Cost MONT	CDBG Cost	Non- CDBG Cost
				\$ 625.54	\$ 66.49	\$ 559.05
				\$ 2,402.58	\$ 255.38	\$ 2,147.20
				\$ 6,255.63	\$ 664.94	\$ 5,590.70
				\$ 32,238.65	\$ 3,426.78	\$ 28,811.87
				\$ 2,061.21	\$ 219.09	\$ 1,842.12
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
TOTAL SALARY				\$ 43,583.62	\$ 4,632.68	\$ 38,950.93
Taxes at 10%				\$ 4,358.36	\$ 463.27	\$ 3,895.09
Fringe at 22%				\$ 9,588.40	\$ 1,019.19	\$ 8,569.21
TOTAL PERSONNEL				\$ 57,530.38	\$ 6,115.14	\$ 51,415.23
ADMINISTRATIVE COSTS						
Rent, utilities, security				\$ 6,006.63	\$ 638.47	\$ 5,368.16
Telephone				\$ 756.48	\$ 80.41	\$ 676.07
Insurance				\$ -	\$ -	\$ -
Postage				\$ 6.81	\$ 0.72	\$ 6.09
Supplies and Materials				\$ 415.09	\$ 44.12	\$ 370.97
Travel/mileage				\$ 538.59	\$ 57.25	\$ 481.34
Advertising				\$ 665.93	\$ 70.78	\$ 595.15
other:Staff training				\$ 241.30	\$ 25.65	\$ 215.65
other:MOW Drivers				\$ 25,609.95	\$ 2,722.19	\$ 22,887.76
other:Food Costs				\$ 73,952.31	\$ 7,860.70	\$ 66,091.62
other:Disposable supplies				\$ 5,841.75	\$ 620.94	\$ 5,220.81
other:Indirect Costs				\$ 14,556.93	\$ 1,547.32	\$ 13,009.61
other: Repairs/maint				\$ 466.50	\$ 49.59	\$ 416.91
Other/misc				\$ 1,568.45	\$ 166.72	\$ 1,401.74
TOTAL ADMINISTRATIVE				\$ 130,626.73	\$ 13,884.86	\$ 116,741.87
TOTAL PROGRAM COSTS				\$ 188,157.10	\$ 20,000.00	\$ 168,157.10

Applicants sign a release during Intake Appointment to allow FCRHRA to speak with local Weatherization Agencies in order to coordinate rehabilitation and weatherization services

NAME:

ADDRESS:

TELEPHONE:

PROGRAM:

COMMUNITY ACTION (WEATHERIZATION)
MASS SAVE (ENERGY AUDIT) RELEASE FORM

I hereby convey the Authority to release my identity to Community Action & to Mass Save regarding the Weatherization and the Energy Assessment Programs for the purpose of coordinating the efforts of the Housing Rehabilitation Program on my behalf:

Homeowner Signature(s):_____ **Date:**_____

Homeowner Signature(s):_____ **Date:**_____

BEST TIME TO CALL: _____

Weatherization

The Weatherization program is available for both homeowners and renters who receive Fuel Assistance, and/or receive the lower-income discount on their electric bill. Using local licensed contractors, the program provides free major improvements, such as attic and wall insulation, air sealing, and other energy-saving measures.

Community Action technicians first perform an energy audit of the home or apartment, assign a local contractor, and then inspect all work once completed prior to the agency paying the contractor. If work is to be done on a rental property, Community Action, the landlord, and the tenant sign a three-party agreement.

To be placed on the waiting list for weatherization, you would first receive an electric efficiency audit, and then you will be placed on the list from the date of the electric efficiency audit. Priority is given to homes with elderly or handicapped residents, or children under the age of six. Customers are contacted when they are next on the list.

*For more information, please call Community Action Energy Programs at:
413-774-2310 or 800-370-0940*

Community Action Energy Programs
393 Main Street, Greenfield, MA



**COMMUNITY ACTION
PIONEER VALLEY**



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Home Energy Assistance

Community Action's Energy Programs are committed to helping community members with low income in Franklin and Hampshire Counties cover their energy costs. Our programs work to reduce energy consumption, improve heating systems, and help pay a portion of fuel and utility bills.



Fuel Assistance

Our largest program, Fuel Assistance, helps our neighbors with low incomes pay a portion of their home heating costs. The program is available to both homeowners and renters, and covers the primary source of heat. Program eligibility and payment amounts are determined by family size and gross annual household income. Payments are not intended to cover the entire cost of annual home heating, but can alleviate some of the financial burden.



Heating System Repair Program

The Heating System Program is available to all Fuel Assistance-eligible homeowners. The program can pay for emergency heating system repairs, which eliminates the need to obtain and pay for an annual service contract. For systems that are unsafe/inoperable and not repairable, the program can usually pay for entire system replacement. For systems that are inefficient but still operable, we can often replace when funding and time allows.



Electric Efficiency Audits

The Electric Efficiency Program trains Fuel Assistance participants to reduce electric usage and provides in-home auditing, and light bulb and refrigerator/freezer replacements. Through a home visit, our Community Action technicians conduct audits, train homeowners, and replace inefficient light bulbs, lamps, refrigerators and/or freezers with more efficient models, all free of charge for Fuel Assistance clients.



Weatherization

The Weatherization program is available for both homeowners and renters who receive Fuel Assistance, and/or receive the lower-income discount on their electric bill. Using local licensed contractors, the program provides free major improvements, such as attic and wall insulation, air sealing, and other energy-saving measures.

Fiscal Year 2023
Low-Income Home Energy Assistance Program (LIHEAP)
Income Eligibility and Benefit Levels

Number of People in a Household	100% of Federal Poverty Level	125% of Federal Poverty Level	150% of Federal Poverty Level	175% of Federal Poverty Level	200% of Federal Poverty Level	60% of Estimated State Median Income
1	\$ 13,590	\$ 16,988	\$ 20,385	\$ 23,783	\$ 27,180	\$ 42,411
2	\$ 18,310	\$ 22,888	\$ 27,465	\$ 32,043	\$ 36,620	\$ 55,461
3	\$ 23,030	\$ 28,788	\$ 34,545	\$ 40,303	\$ 46,060	\$ 68,511
4	\$ 27,750	\$ 34,688	\$ 41,625	\$ 48,563	\$ 55,500	\$ 81,561
5	\$ 32,470	\$ 40,588	\$ 48,705	\$ 56,823	\$ 64,940	\$ 94,610
6	\$ 37,190	\$ 46,488	\$ 55,785	\$ 65,083	\$ 74,380	\$ 107,660
7	\$ 41,910	\$ 52,388	\$ 62,865	\$ 73,343	\$ 83,820	\$ 110,107
8	\$ 46,630	\$ 58,288	\$ 69,945	\$ 81,603	\$ 93,260	\$ 112,554
9	\$ 51,350	\$ 64,188	\$ 77,025	\$ 89,863	\$ 102,700	\$ 115,001
10	\$ 56,070	\$ 70,088	\$ 84,105	\$ 98,123	\$ 112,140	\$ 117,448
11	\$ 60,790	\$ 75,988	\$ 91,185	\$ 106,383	\$ 119,895	\$ 119,895
12	\$ 65,510	\$ 81,888	\$ 98,265	\$ 114,643	\$ 122,342	\$ 122,342
13	\$ 70,230	\$ 87,788	\$ 105,345	\$ 122,903	\$ 124,788	\$ 124,788
14	\$ 74,950	\$ 93,688	\$ 112,425	\$ 127,235	\$ 127,235	\$ 127,235
15	\$ 79,670	\$ 99,588	\$ 119,505	\$ 129,682	\$ 129,682	\$ 129,682
16	\$ 84,390	\$ 105,488	\$ 126,585	\$ 132,129	\$ 132,129	\$ 132,129
17	\$ 89,110	\$ 111,388	\$ 133,665	\$ 134,576	\$ 134,576	\$ 134,576
Homeowners and Non-Subsidized Housing Tenants						
Deliverable Fuel (Oil, Propane, Kerosene & Other)	\$2,350	\$2,086	\$1,854	\$1,649	\$1,649	\$1,569
Utility and Heat-Included-in-Rent	\$1,550	\$1,382	\$1,234	\$1,104	\$1,104	\$1,090
High Energy Cost Supplement	\$200	\$180	\$160	\$140	\$140	\$120
Subsidized Housing Tenants						
Deliverable Fuel (Oil, Propane, Kerosene & Other)	\$1,590	\$1,405	\$1,243	\$1,099	\$1,099	\$974
Utility and Heat-Included-in-Rent	\$1,030	\$912	\$809	\$718	\$718	\$638
High Energy Cost Supplement	\$200	\$180	\$160	\$140	\$140	\$120
High Energy Cost Supplement (HECS) Thresholds						
Heating Oil & Propane	\$1,856		Natural Gas	\$1,190	Other	\$1,635
Kerosene	\$1,487		Electricity	\$1,709		

Note: Contact DHCD to determine eligibility for a household of 18 and above.

Sources (Income Level): "Annual Update of the HHS Poverty Guidelines, *Federal Register*, January 21, 2022 (87 FR 3315-3316) and "State Median Income Estimates", USHHS, OCS, DEA, *LIHEAP-IM-2022-04*; Correction to Attachment A, released by USHHS, 6/1/22.

The **Benefit Amount** awarded to eligible households is based on several household factors reflected on this chart. Those include the number of people in a household, their gross income, the energy source, and the housing situation.

The **High Energy Cost Supplement** is an additional benefit provided only to qualifying, eligible LIHEAP households whose previous year's heating source costs exceed the above listed HECS thresholds.



Residents (1 to 4 Units)

Home Energy Assessments

Residents (1-4 Units)

Take advantage of a program that will improve your home's energy performance, reduce your energy bills, make your home more comfortable, and help you qualify for additional rebates and incentives.

It starts with a Home Energy Assessment—a home visit that helps identify opportunities for greater energy efficiency in your home.

Available rebates and incentives may include:

- 75% up to \$2000 toward the installation of approved insulation improvements
- No-cost targeted air sealing
- Generous rebates on qualifying energy-efficient heating and hot water heating equipment
- The opportunity to apply for 0% financing for eligible measures through the HEAT loan program
- And more!

What does a Home Energy Assessment include?

A Mass Save® Home Energy Assessment is a home visit that helps identify cost-effective energy improvement or replacement opportunities in your home. You may receive some products for instant energy savings opportunities during the assessment, but most of the incentives and rebates are available only after a Home Energy Assessment has been performed at your home. [Learn More](#)

Get started today

If you own your own home or live in a building with 1 to 4 dwelling units, schedule your no-cost Home Energy Assessment with a Mass Save® Energy Specialist by

calling 866-527-SAVE (7283). Or have a Mass Save [Participating Contractor](#) start the process for you.

To see if you qualify for additional assistance based on your income, visit [Income-Eligible Programs](#).

Other Mass Save programs:

- Landlords of properties with 1 to 4 dwelling units may be eligible to participate through the Mass Save® [Home Energy Services Program](#).
- Owners or residents of properties with more than 5 dwelling units may be eligible to participate in the Mass Save® [Multi-Family Retrofit Program](#).
- Properties with more than 5 dwelling units owned or operated by a non-profit entity or public housing authority may be eligible through the [Income Eligible Multi-Family Retrofit Program](#).
- Questions about eligibility? Call Mass Save at 866-527-SAVE (7283)

Some restrictions may apply. Offer subject to change without notice.

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**SPECIAL TOWN MEETING
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
Fall 2023**

Preliminary Articles and Motions

Rev Date 09.06.23 3:30pm

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Theater, 222 Turnpike Road, Montague on Tuesday, October 10, 2023, at 6:30 P.M. and to act on the following articles and any motions which may be presented.

ARTICLE 1. To see if the Town will vote to amend the Town of Montague Consolidated Personnel By-Law by adding Section XIII as follows, or pass any vote or votes in relation thereto:

Section XIII. Longevity

- A) Annual longevity payments will be provided in the following amounts for benefitted, non-police employees who have completed the indicated years of service:

Five years	\$300
Ten years	\$500
Fifteen years	\$900
Twenty years	\$1,000
Twenty-five years	\$1,100
Thirty years	\$1,200

- B) The payments authorized by this section shall be applied to the compensation of eligible employees retroactively as of July 1, 2023.

(Selectboard Request)

Motion...

ARTICLE 1. Moved: That the Town vote to amend the Town of Montague Consolidated Personnel By-Law by adding Section XIII as follows:

Section XIII Longevity

- A) Annual longevity payments will be provided in the following amounts for benefitted, non-police employees who have completed the indicated years of service:

Five years	\$300
------------	-------

Ten years	\$500
Fifteen years	\$900
Twenty years	\$1,000
Twenty-five years	\$1,100
Thirty years	\$1,200

B) The payments authorized by this section shall be applied to the compensation of eligible employees retroactively as of July 1, 2023.

(Selectboard Request)

ARTICLE 2. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$3,100, or any other amount, for the purpose of increasing the FY2024 budgets for the following departments to accommodate the cost of longevity payments for non-police employees who have completed specified years of service, said appropriation to be contingent upon passage and approval of the bylaw amendment proposed in Article 1 of this Special Town Meeting Warrant; or pass any vote or votes in relation thereto.

<u>Line Item</u>	<u>Dollar Amount Increase</u>
122 Selectboard	\$ 800
135 Accountant	\$1,000
145 Treasurer/Tax Collector	\$ 300
420 DPW	\$1,000

(Selectboard Request)

Motion...

ARTICLE 2. Moved: That the Town vote to appropriate the sum of \$3,1 00 for the purpose of increasing the FY2024 budgets for the following departments to fund the cost of longevity payments to eligible non-police employees, said appropriation to be contingent upon passage and approval of the bylaw amendment proposed in Article 1 of this Special Town Meeting Warrant, said sum to be raised from Free Cash.

<u>Line Item</u>	<u>Dollar Amount Increase</u>
122 Selectboard	\$ 800
135 Accountant	\$1,000
145 Treasurer/Tax Collector	\$ 300
420 DPW	\$1,000

(Selectboard Request)

ARTICLE 3. To see if the Town will vote to increase the COLA base for Montague Contributory Retirement System retirees from \$18,000 to \$30,000, effective July 1, 2024, or pass any vote or votes in relation thereto.

(Montague Retirement Board)

Motion...

ARTICLE 3. MOVED: That the Town vote to increase the COLA base for Montague Contributory Retirement System retirees from \$18,000 to \$30,000 effective July 1, 2024.

(Montague Retirement Board)

ARTICLE 4. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,500, or any other amount, for the purpose of purchasing and installing cable related equipment for MCTV and anything incidental or related thereto, or pass any vote or votes in relation thereto.

(Selectboard Request)

Motion...

ARTICLE 4. Moved: That the Town vote to appropriate the sum of \$12,500 for the purpose of purchasing and installing cable-related equipment for MCTV and anything incidental or related thereto, said sum to be raised from PEG Access Funds.

(Selectboard Request)

ARTICLE 5. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$12,885.56, or any other amount, for the purpose of increasing the Opioid Settlement Stabilization Fund, or pass any vote or votes in relation thereto.

(Board of Health Request)

Motion...

ARTICLE 5. Moved: That the Town vote to appropriate the sum of \$12,885.56 for the purpose of increasing the Opioid Settlement Stabilization Fund, said sum to be raised from Free Cash.

(Board of Health Request)

ARTICLE 6. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$4,000, or any other amount, for the purpose of purchasing and installing two signs for the Highland Woods green burial area, including any and all incidental or related costs, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

Motion...

ARTICLE 6. Moved: That the Town vote to appropriate the sum of \$4,000 for the purpose of purchasing and installing two signs for the Highland Woods green burial area, including any and all incidental or related costs, said sum to be raised from Sale of Highland Cemetery Lots.

(Cemetery Commission Request)

ARTICLE 7. To see if the Town will vote pursuant to Massachusetts General Laws, Chapter 114, Section 23 to approve all policies and regulations promulgated by the Montague Cemetery Commission prior to the date of this meeting, copies of which are available at the Office of the Town Clerk and on the Town's website at [https://www.montague-ma.gov/files/MCC Rules and Regulations Final Revised May 2023.pdf](https://www.montague-ma.gov/files/MCC_Rules_and_Regulations_Final_Revised_May_2023.pdf) ; and further to grant the Montague Cemetery Commission authority to promulgate additional policies and regulations and to amend, revise and/or delete all such policies and regulations, subject to the approval of the Selectboard, without further approval at Town Meeting, or pass any vote or votes in relation thereto.

(Cemetery Commission Request)

Motion...

ARTICLE 7. MOVED: That the Town vote pursuant to Massachusetts General Laws, Chapter 114, Section 23 to approve all policies and regulations promulgated by the Montague Cemetery Commission prior to the date of this meeting, as shown on the handout titled "Rules and Regulations of the Montague Cemetery Commission, Revised May 8, 2023"; and further to grant the Montague Cemetery Commission authority to promulgate additional policies and regulations and to amend, revise and/or delete all such policies and regulations, subject to the approval of the Selectboard, without further approval at Town Meeting.

(Cemetery Commission Request)

ARTICLE 8. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$500,000, or any other amount, for the purpose of constructing and for the payment of all other costs incidental and related thereto, park improvements on the Town's property located at Montague Center Park, Map 43, Lots 118, 119, 121, 122, & 123 which property is held by, managed and controlled by the Parks and Recreation Commission of the Town of Montague for public playground and recreation center purposes; and, further to dedicate said property to park and active recreation purposes under the provisions of G.L. Chapter 45, Section 3 in perpetuity; provided, however, that such funds shall not be expended unless the Town is approved for a Parkland Acquisitions and Renovations for Communities ("PARC") Grant from the Massachusetts Division of Conservation Services for reimbursement of all or a percentage of the project cost, and to authorize the Parks and Recreation Commission, with the approval of the Selectboard, to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from any federal, state or other funds, and to enter into such grant agreements and execute any and all

instruments as may be necessary to accomplish the foregoing, or pass any vote or votes in relation thereto.

(Parks and Recreation Request)

Motion...

ARTICLE 8. MOVED: That the Town vote to appropriate the sum of \$500,000 for the purpose of constructing and for the payment of all other costs incidental and related thereto, park improvements on the Town's property located at Montague Center Park, Map 43, Lots 118, 119, 121, 122, & 123 which property is held by, managed and controlled by the Parks and Recreation Commission of the Town of Montague for public playground and recreation center purposes; and, further to dedicate said property to park and active recreation purposes under the provisions of G.L. Chapter 45, Section 3 in perpetuity; provided, however, that such funds shall not be expended unless the Town is approved for a Parkland Acquisitions and Renovations for Communities ("PARC") Grant from the Massachusetts Division of Conservation Services for reimbursement of all or a percentage of the project cost, and to authorize the Parks and Recreation Commission, with the approval of the Selectboard, to file on behalf of the Town any and all applications deemed necessary for grants and/or reimbursements from any federal, state or other funds, and to enter into such grant agreements and execute any and all instruments as may be necessary to accomplish the foregoing, said sum to be raised from the Town Capital Stabilization Fund.

(Parks and Recreation Request)

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$7,566.81, or any other amount, for the purpose of paying a prior year unpaid bill of the Clean Water Facility, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

Motion...

ARTICLE 9. Moved: That the Town vote to appropriate the sum of \$7,566.81 for the purpose of paying a prior year unpaid bill of the Clean Water Facility, said sum to be raised from Clean Water Facility Retained Earnings.

(Sewer Commission - CWF Request)

ARTICLE 10. To see if the Town will vote to establish a special purpose Clean Water Facility Do Not Use (DNU) Until 2064 Stabilization Fund in accordance with MGL Chapter 40 Section 5B, and raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$68,100, or any other amount, for the purpose of funding said stabilization fund, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

Motion...

Article 10. Moved: That the Town vote to establish a special purpose Clean Water Facility Do Not Use (DNU) Until 2064 Stabilization Fund in accordance with MGL Chapter 40 Section 5B, and appropriate the sum of \$68,100 for the purpose of funding said stabilization fund, said sum to be raised from the Clean Water Facility Retained Earnings.

(Sewer Commission - CWF Request)

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$209,000, or any other amount, for the purpose of increasing the amount appropriated pursuant to Article 18 of the May 7, 2022 Annual Town Meeting, which appropriated the sum of \$130,000 for the purchase and installation of a backup generator for the Clean Water Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

Motion...

ARTICLE 11. Moved: That the Town vote to appropriate the sum of \$209,000 for the purpose of increasing the amount appropriated pursuant to Article 18 of the May 7, 2022 Annual Town Meeting, which appropriated the sum of \$130,000 for the purchase and installation of a backup generator for the Clean Water Facility and all incidental installation costs to include but not be limited to the corresponding moving of transfer switches and fuel tank, said sum to be raised from Clean Water Facility Retained Earnings.

(Sewer Commission - CWF Request)

ARTICLE 12. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,400, or any other amount, for the purpose of performing a local limits study, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission - CWF Request)

Motion...

ARTICLE 12. Moved: That the Town vote to appropriate the sum of \$50,400 for the purpose of performing a local limits study, including any and all incidental and related costs, said sum to be raised from Clean Water Facility Retained Earnings.

(Sewer Commission - CWF Request)

ARTICLE 13. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$95,000, or any other amount, for the purpose of

replacing two pumping station generators, including any and all incidental and related costs, or pass any vote or votes in relation thereto.

(Sewer Commission– CWF Request)

Motion...

ARTICLE 13. Moved: That the Town vote to appropriate the sum of \$95,000 for the purpose of replacing two pumping station generators, including any and all incidental and related costs, said sum to be raised from Clean Water Facility Retained Earnings.

(Sewer Commission– CWF Request)

ARTICLE 14. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$99,900, or any other amount, for the purpose of securing professional consulting services to conduct analysis and reporting in support of collections system regulatory compliance, and for the development of updated local sewer regulations, including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission– DPW Request)

Motion...

ARTICLE 14. Moved: That the Town vote to appropriate the sum of \$99,900 for the purpose of securing professional consulting services to conduct analysis and reporting in support of collections system regulatory compliance, and for the development of updated local sewer regulations, including any and all related or incidental costs, said sum to be raised from Clean Water Facility retained earnings.

(Sewer Commission– DPW Request)

ARTICLE 15. To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$50,000, or any other amount, for the purpose of securing professional consulting services to assess and develop plans related to the Town's wastewater collections system capacity, operations and maintenance, and high flow protocols, inclusive of a including all related or incidental costs, or pass any vote or votes in relation thereto.

(Sewer Commission – DPW Request)

Motion...

ARTICLE 15. Moved: That the Town vote to appropriate the sum of \$50,000 for the purpose of securing professional consulting services to assess and develop plans related to the Town's wastewater collections system capacity, operations and maintenance, and high flow protocols, including any and all related or incidental costs, said sum to be raised from Clean Water Facility retained earnings.

(Sewer Commission– DPW Request)

ARTICLE 16. To see if the Town will vote to amend the Official Montague Zoning Map in a manner that will re-district 28.8 acres of land along Turnpike Road, inclusive of Assessor's parcel ID #21-0-152 and #21-0-004 from Neighborhood Business (NB) Zoning District to General Business (GB) Zoning District, or pass any vote or votes in relation thereto.

(Planning Board Request)

Motion...

ARTICLE 16. Moved: That the Town vote to amend the Official Montague Zoning Map in a manner that will re-district 28.8 acres of land along Turnpike Road, inclusive of Assessor's parcel ID #21-0-152 and #21-0-004 from Neighborhood Business (NB) Zoning District to General Business (GB) Zoning District.

(Planning Board Request)

ARTICLE 17. To see if the Town will vote, pursuant to M.G.L. Chapter 40 Section 15A, to transfer the care, custody, management and control of a 15.58 acre parcel of land off Turnpike Road known as Assessors Map 21-0-151, from the Selectboard for municipal purposes to the Selectboard for economic development purposes and/or for the development of housing, and further that the Selectboard be authorized to sell or lease all or any portion of the aforesaid property upon such terms and conditions and for such amounts as the Selectboard shall deem fit, subject to the approval of the Economic Development and Industrial Corporation, and further, that the Selectboard be authorized to sign, execute and deliver any deed or deeds, leases, contracts, or other instruments that may be necessary to carry out the purposes of this vote, or pass any vote or votes in relation thereto.

(Selectboard Request)

Motion...

ARTICLE 17. Moved: That the Town vote, pursuant to M.G.L. Chapter 40 Section 15A, to transfer the care, custody, management and control of a 15.58 acre parcel of land off Turnpike Road known as Assessors Map 21-0-151, from the Selectboard for municipal purposes to the Selectboard for economic development purposes and/or for the development of housing, and further that the Selectboard be authorized to sell or lease all or any portion of the aforesaid property upon such terms and conditions and for such amounts as the Selectboard shall deem fit, subject to the approval of the Economic Development and Industrial Corporation, and further, that the Selectboard be authorized to sign, execute and deliver any deed or deeds, leases, contracts, or other instruments that may be necessary to carry out the purposes of this vote.

(Selectboard Request)

ARTICLE 18. To see if the Town will vote to acquire and accept, by donation, from Farren Care Center, Inc., or the current owner, the real property located at 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled "Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial

Special Town Meeting Warrant

Fall 2023

Page 8 of 9

Hospital” dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

ARTICLE 18. Moved That the Town vote to acquire and accept, by donation, from Farren Care Center, Inc., or the current owner, the real property located at 356 Montague City Road, Turners Falls, and shown as Parcels 12-0-044, 12-0-044A, and 12-0-051, and being Lots B and C on a plan entitled “Plan of Land in Montague Massachusetts Surveyed for The Farren Memorial Hospital” dated September 11, 1989, recorded with the Franklin Registry of Deeds in Plan Book 79, Page 4, on such terms and conditions as the Selectboard shall deem to be in the best interest of the Town; and to authorize the Selectboard to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or pass any vote or votes in relation thereto.

(Selectboard Request)

Given under our hands this 25th day of September in the Year of Our Lord Two Thousand and Twenty-Three.

Richard Kuklewicz, Chairman
Selectboard, Town of Montague

Matthew Lord

Christopher M. Boutwell, Sr.

Franklin, ss Montague, MA September , 2023

Pursuant to the within warrant, I have warned the Inhabitants of the Town of Montague by posting attested copies of the same in a conspicuous place in each of the Post Offices, Libraries, and the Town Hall of the Town of Montague at least fourteen days before said meeting as within directed.

Constable of Montague

Appropriations From
Free Cash & Reserves

Date of Meeting		10/10/2023						
Art #	Description	Free Cash	CWF Retained Earnings	Airport Retained Earnings	Colle RRA	Existing Appropriation	Sale of Highland Cem Lots	Town Capital Stabilization
STM	Balance before meeting	612,927	620,201	1,263	467,469	12,500	36,353	1,580,527
2	Non-Union Longevity	(3,100)						
4	PEG Access Funds					(12,500)		
5	Opioid Stabilization Fund	(12,886)						
6	Highland Woods Cemetery Sign						(4,000)	
8	Park Improvements							(500,000)
9	CWF PY Bill		(7,567)					
10	CWF DoNotUse Stabilization Fund		(68,100)					
11	Increase #18 5/7/22 CWF Generator		(209,000)					
12	CWF Local Limits Study		(50,400)					
13	CWF 2 PS Generators		(95,000)					
14	Collection System Compliance/Regs		(99,900)					
15	Collection System Cap/Ops/Mnt Plan		(50,000)					
16	Ending Balance	596,941	40,234	1,263	467,469	-	32,353	1,080,527

September 4, 2023

Montague Selectboard
Town Hall
One Avenue A
Turners Falls, MA 01376

Dear Mr. Rich Kuklewicz, Mr. Chris Boutwell and Mr. Matt Lord:

We are writing to urge the Montague Selectboard, at their September 11, 2023 meeting, to withdraw the recommendation of the Planning Board to rezone land on Turnpike Road, Parcel # 21-0-152, from Neighborhood Business to General Business, as well as any companion article relating to the sale or other disposition of this property, and remove it from the warrant at Special Town Meeting on October 10, 2023.

We, as neighbors and abutters to this parcel, believe large-scale manufacturing is incompatible with abutting residential, forested land, and cemetery uses. The Turners Falls Cemetery Association (Springdale) has voted unanimously to oppose this rezoning. Our neighborhood intends to contact all Town Meeting Members to reject the rezoning of one parcel at the request of one company, and we will oppose this spot zoning and the required subsequent special permit before the Planning Board as vigorously as we can.

We support the need for Montague to create a coordinated plan for a second industrial park to accommodate the needs of a number of potential tenants—but we cannot support this request for one tenant—which is a fragmented parcel by parcel approach.

Montague has known for at least a decade that we were running out of space at the Airport Industrial Park—but this proposal to rezone one parcel with more than 200 residential homes, two cemeteries, and nearly 15 acres of forested land—is arbitrary and capricious.

We therefore ask you to withdraw this motion at your September 11, 2023 meeting.

Sincerely yours,

Rest In Peace
(Supporting signatures on page 2)

Cc: jmendoza@recorder.com
singleton.jeff47@gmail.com

SIGNATURENAME (PRINTED)ADDRESS

John J. Zywna	JOHN J. ZYWNA	75 NORTHWIND CIRCLE T.F.
Ken Kunowski	KEN KUNOWSKI	9 EDGEMONT WAY T.F.
Pat Zywna	PAT ZYWNA	15 NORMAN CIRCLE T.F.
Kimberly Z. Kunowski	KIMBERLY Z. KUNOWSKI	9 EDGEMONT WAY T.F.
Evelyn J. Walsh	EVELYN J. WALSH	81 OAKMAN ST. T.F.
Richard Walsh	RICHARD WALSH	81 OAKMAN ST. T.F.
David T. Walsh	DAVID T. WALSH	88 OAKMAN ST. T.F.
Thomas Walsh	THOMAS WALSH	88 OAKMAN ST. T.F.
Colleen M. Carlisle	COLLEEN M. CARLISLE	2 AUTUMN LAKE TURNERS FALLS
Jerry Wordolowski	JERRY WORDOLOWSKI	2 AUTUMN LAKE TURNERS FALLS
Tawny Brunelle	TAWNY BRUNELLE	716 OAKMAN STREET T.F.
Todd Brunelle	TODD BRUNELLE	716 OAKMAN STREET T.F.
Janet Deery	JANET DEERY	79 OAKMAN ST. TURNERS FALLS
Elizabeth Fogle	ELIZABETH FOGLE	115 MONTAGUE ST. T.F.
Joshua J. Haskins	JOSHUA J. HASKINS	115 MONTAGUE ST. T.F.
Charles T. Cadran	CHARLES T. CADRAN	20 SUNSET DRIVE T.F.
Kelsey Cidigan	KELSEY CIDIGAN	20 SUNSET DR. T.F.
Darlene Kuzneskus	DARLENE KUZNESKUS	17 SUNSET DR. TURNERS FALLS
James F. Koldis	JAMES F. KOLDIS	18 SUNSET DR. T.F.
James B. Koldis	JAMES B. KOLDIS	18 SUNSET DR. T.F.
Marianne Leh	MARIANNE LEH	13 SUNSET DRIVE
Jessica Vachon-Curtis	JESSICA VACHON-CURTIS	24 SUNSET DRIVE, T.F.
Rachel Vachon	RACHEL VACHON	26 SUNSET DRIVE, T.F.
Scott Curtis	SCOTT CURTIS	24 SUNSET DRIVE T.F.
Bethany Deery	BETHANY DEERY	79 OAKMAN ST. T.F.

**Montague Center Library
Masonry Rehab and Repair
AGREEMENT FOR SERVICES**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and JJS Universal Construction Company. Inc., with an address of 1 Par Five Lane Dudley, MA 01571, hereinafter referred to as "Contractor", effective as of the 11th day of September, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for Montague Center Library Slate Roof Repairs, including the scope of services and conditions as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing September 12, 2023 through April 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$70,000.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

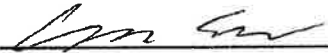
ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

20-4418091
Social Security Number or
Federal Identification Number


Signature of Individual or
Corporate Name

By: Wojciech Sudyka
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By JSS Universal Construction Company

by its Selectboard



Wojciech Sudyka, President
Printed Name and Title

Approved as to Availability of Funds:

 (\$ 70,000)
Town Accountant Contract Sum

**Montague Center Library Hall
Slate Roof Repair
AGREEMENT FOR SERVICES**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Larochelle Construction Co. Inc., with an address of 23 College Street Suite 8 South Hadley, MA, hereinafter referred to as "Contractor", effective as of the 11th day of September, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for Montague Center Library Slate Roof Repairs, including the scope of services and conditions as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing September 11, 2023 through April 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$35,000.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

Town of Montague – Montague Center Library Slate Roof Repair Contract

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

ARTICLE 12: INSURANCE:

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

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

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

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:


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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

37-1616166

Social Security Number or
Federal Identification Number



Signature of Individual or
Corporate Name

By: Danny S. Larochelle - President
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

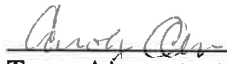
by its Selectboard



Danny S. Larochelle - President

Printed Name and Title

Approved as to Availability of Funds:



Town Accountant

(\$ 35,000)

Contract Sum



Application Summary:
FY24-FE-PRJ-54776

Applicant Information

Applicant Organization Information

Review the applicant information. If you need to update the Organization Information, use the Note feature on the left to contact a Mass Cultural Council staff person for help.

Legal Name: Montague Public Libraries

Doing Business As:

Physical Address:

Address 1: 201 Avenue A

Address 2:

City: Montague

State: MA

ZIP: 01376

Mailing Address (if different):

Mailing Address 1:

Mailing Address 2:

City:

State:

ZIP:

Parent Organization: Town of Montague

Fiscal Agent:

Please note, organizations are required to provide a Massachusetts physical address. A PO Box can be provided for the mailing address, but not the physical address. Organizations that do not have a facility or office typically provide the address of the primary person leading the organization or group, such as the board chair, staff person, or lead volunteer for the group.

If you see "Grant Seeking Organization" listed as your parent organization, this means that you do not have a parent organization and you can disregard it.

Primary Contact

Review the applicant information. The Primary Contact is responsible for all communications regarding the application, including questions and contracts. If you need to update the Primary Contact information you can do so in your Profile. Click Home button in upper right corner to get to My Profile button.

Caitlin Kelley
librarydirector@montague-ma.gov
413-863-3214

Website and Social Media

We want to learn more about the work you do. In your "Organizational Profile," you provided the following website and/or socials:

Website: <https://montaguepubliclibraries.org/>

Facebook:

Twitter:

Instagram:

If this information is missing or incorrect, please update it in your Organization Profile. Here's how:

- Click Save Draft before navigating away from this page.
- Then click on Home in the upper right corner.
- Click on Organization Profile to update the fields, and then click on Save.
- This application will be in your "In Progress" section of your Home page so you can continue working.

Instructions for Organizations with a Parent Organization

It appears your organization, Montague Public Libraries, has a parent organization, Town of Montague.

If Montague Public Libraries cannot enter into contracts, please enter the Contract Authorized Signatory and Contract Authorized Officer for your parent organization in the fields below.

Contract Authorized Signatory Information

If awarded a grant, the **"Contract Authorized Signatory"** is the person at your organization who has the legal authority to sign contracts and submit the necessary contract documents (W-9, Electronic Funds Transfer

form, etc.). The contract will be emailed directly to the person below. Please be sure to enter the name and email correctly.

Contract Signatory

First and last name of person who will sign the contract

Caitlin Kelley

Contract Signatory Title

Library Director

Contract Signatory Phone

###-###-####

413-863-3214

Contract Signatory Email

This is the email that will receive 3 DocuSign documents: the Commonwealth's Contract Authorized Signatory Listing (CASL) form, the Commonwealth's W-9 & Electronic Funds Transfer (EFT) document, and the Mass Cultural Council's Standard Contract Document.

librarydirector@montague-ma.gov

Contract Authorized Officer Information

If awarded a grant, the **"Contract Authorized Officer"** is the person at your organization who has the legal authority to attest that the above person can sign contracts on your organization's behalf. For example, a board member, president, chief executive officer, chief fiscal officer, corporate clerk or legal counsel, etc.

The same person cannot be both the Authorized Signatory and the Authorized Officer.

Contract Authorized Officer

First and last name of person who will attest the Contract Signatory can sign contracts. Please do not enter a title or any other information, just their name.

Richard Kuklewicz

Contract Authorized Officer Email

This is the email that the Commonwealth's Contract Authorized Signatory Listing (CASL) form will go as a DocuSign document.

richardk@montague-ma.gov

Project Information**Name of Festival, Project, or Activity**

Falls Fest

Project Discipline

Music

Beginning Date

When will the public component of the festival, project, or activity start? To be eligible, the majority of your public activity must take place between July 1, 2023 and June 30, 2024. If you don't know yet, provide your best estimate.

10/21/2023

Ending Date

When will the public component of the festival, project, or activity end? To be eligible the majority of your public activity must take place between July 1, 2023 and June 30, 2024. If you don't know yet, provide your best estimate.

10/21/2023

Optional explanation of dates: (500 characters)**Description**

If your organization is funded, we will use your response to this question for our official description, used in communications to the public and in fiscal documents such as grant contracts. Please provide a concise one-sentence description of the festival, project, or activity including name and location by completing this sentence, "This is a grant of financial assistance..."

Examples: ... "for Dance Fest '24 in Springfield, MA." ... "to support the Winter Wonderland Arts Stroll in Wayland." ... "for a project to enhance downtown Otis with a mural by local artists."

for Falls Fest in downtown Turners Falls.

Please elaborate on the sentence above, and tell us more about what you're hoping to do.

What is the goal or purpose of your project, festival, or activity? Please describe your programming and activities with as much specificity as you can at this time.

Falls Fest seeks to retain the spirit of previous fall festivals while highlighting Turners Falls' local businesses and providing activities for all ages. Hosting musical acts and family activities at multiple sites downtown will give event participants the opportunity to engage with local restaurants and businesses. Business owners will be free to use the sidewalk in front of their businesses however they see fit, whether for promotion for their business or by providing activities for visitors. To ensure cohesion, an event program and map will be available online and in print to highlight the music acts performing throughout the day as well as the local businesses that wish to participate in the event.

How does your festival, project, or activity incorporate the arts, humanities, or interpretive sciences?

The festival will feature musical performances by local and regional bands who will play a variety of musical genres. We hope to also hire a headlining band that will be an extra draw to visitors.

Who is your intended audience for this festival, project, or activity? How will it be promoted to that audience?

To be eligible, the festival, project, or activity must be intended for and promoted to members of the general public OR intentionally serving portions of the general public requiring specific accommodations. (i.e. seniors in care centers, incarcerated individuals, persons with disabilities, persons in recovery programs, etc.) Projects benefiting any private individual or group are ineligible.

This event is intended for the general public. All performance sites will be accessible.

How many people do you estimate will benefit from/engage with your festival, project, or activity?

The previous fall festival, operated for 14 years by a different group, garnered 10,000 visitors last year. This scaled down version, organized by the libraries, parks and rec, and local business owners intends to attract 2,000 to 5,000 participants.

Will your festival, project, or activity be free to the public?

Yes, it will be entirely free

Optional explanation of pricing:

The festival will cover some of its costs by selling beer in a local brewery tent.

Describe the steps you will take to ensure the festival, project, or activity is accessible to people who are Deaf or who have a disability:

To be eligible, the festival, project, or activity must be accessible to people with disabilities. For more information on expectations and best practices, see our [Access Policy](#), and/or contact charles.baldwin@mass.gov.

All performance sites are accessible and feature nearby accessible parking spaces. We will include a wheelchair accessible restroom facility, provided that the bathroom rental company has one for rent.

Where will your festival, project, or activity take place?

Enter the name(s) of the venue(s) or place(s) where the project, festival, or activity will happen. If virtual, write "Online Only." If you don't know yet, write what you're considering (i.e. town name, region) or "To Be Determined."

Peskeomskut Park, Third Street lot, and the Shea Theater

Festival/Project Location City/Town**In which city or town will most of your festival, project, or activity happen?**

Below you will find a list of the 351 official Massachusetts cities and towns. If you are looking for a neighborhood or village, you will need to Google it to find out what city or town it is in so you can select that option.

Online only festivals, projects, and activities can select "Online Only."

If your festival, project, or activity is happening in multiple cities and towns, select the city/town that the majority (51% or greater) will take place in. If no one city/town meets the 51%+ majority threshold, select "Multiple Cities/Towns."

If you don't know yet, you can select "To Be Determined." However, it will not be included in the priority community review.

Montague

Optional explanation of location

The Festival will happen in the village of Turners Falls

Optional Links

If you have URLs, web pages, or links for this specific festival, project, or activity (in addition to the ones listed in the Applicant Information tab) that provide additional information about your programming, you are welcome to share them here:

Optional Uploads

If you don't have a website or other social media presence where we can learn more about the specific festival, project, or activity that you are proposing, you are welcome to upload fliers, posters, or other materials here:

Budget

Please provide estimated cash expenses for the festival, project, or activity that will take place between July 1, 2023, and June 30, 2024.

To be eligible, the festival, project, or activity must have a minimum project budget of \$2,500 in cash expenses (including all indirect costs and overhead).

You may include the actual cost of staff time or administrative expenses that are dedicated to this project. Please include an explanation in your description of the project. For example, "Our budget includes 50% of our Education Director's time for 6 weeks."

You will include cash expenses in the budget form by clicking on the "Project Budget" button. Do not include anticipated revenue in the budget form, you will describe your anticipated income using the narrative questions below.

Cash Expenses	Description	Amount
Equipment Rental	This will cover the cost of speakers, security lighting, table/chair rental, portapotties, and a shuttle service.	\$7,900.00
Marketing/Promotion	advertising and postage	\$1,400.00
Supplies and Materials	Cups	\$800.00
Other (please describe)	Insurance	\$1,000.00
Salaries/Fees: Artists/Humanists/Scientists	Headlining band	\$6,000.00
		\$17,100.00

Projected Income: Please briefly describe the other sources of projected income needed to complete this festival, project, or activity.

Please note Festivals & Projects grants are \$2,500 regardless of overall project budget size.

MCC GRANT 2500
SPONSORSHIP 5000
DONATIONS 500
BEER SALES 5000

In-Kind Support: If applicable, please briefly describe any in-kind support you are getting for this project or festival.

An in-kind donation is a non-cash gift made to an organization, including goods, services, time, and expertise.

A selectboard proposal, which will be considered next week, will determine in-kind support and whether or not we'll fund a headlining act. Included would be police and fire details and trash pickup. The libraries will cover the cost of children's activities

Prioritization Factors

Mass Cultural Council envisions a diverse creative and cultural sector that is valued as essential in the Commonwealth. To that end, priorities have been established to support programmatic practices that advance equity, diversity, and inclusion through our services to the sector. In addition to information you enter in your application, prioritization will include the following:

Funding History

Applicant organizations that have not received grant funding directly from Mass Cultural Council in the last three fiscal years (FY23, FY22, FY21), or that are applying for the first time. Below you will see the information we have on file for your organization, for FY23–FY21.

By submitting your application, you acknowledge understanding that Mass Cultural Council will verify this information with historical data in our grants management system. Mass Cultural Council will make every effort to ensure accuracy but cannot be held accountable for missing or incorrect information in the relevant sources. If you have questions about the information displayed below send staff a note using the notes feature here or call or email program staff directly.

Received at least one grant in the past three fiscal years

Yes

BIPOC-Centered Self-Identification

Applicants that self-identify as led by and serving people of the global majority — Black, Indigenous, People of Color (BIPOC), Latinx, Asian, Native American, Pacific Islander, and all other ethnicities of color. Organizations wishing to make this identification will need to fill out a [BIPOC-Centered Organization Self-Identification](#) form in the grants management system. The form is in the Opportunities section of your portal.

BIPOC-centered organizations must be able to demonstrate that:

1. The organization's primary Mission, Programming and/or Practices explicitly and specifically reflect and serve one or more communities that self-identify as BIPOC.

AND

Must be BIPOC led and/or run.

For more information, full definitions, guidelines, and to see a sample form, [visit the BIPOC-Centered Self-Identification page](#).

Is your Organization BIPOC-Centered? If so, complete the BIPOC-Centered Self-Identification form. The form is in the Opportunities section of your portal. We strongly recommend applicants seeking designation submit their form at the same time as submitting their Festivals & Projects application.

Currently recognized as BIPOC-Centered Organization in the system?

If you have recently submitted a BIPOC-Centered Self-Identification form, and it has not yet been reviewed, you will see "No" below. Due to the volume of applications, most will not be reviewed until after the deadline to apply for the Festivals & Projects program.

No

Participation in Card to Culture

Applicants that participate in Mass Cultural Council's Card to Culture program. (This is not a grant program. This is a voluntary discount program aimed at helping organizations reach specific audiences - EBT, WIC, and/or ConnectorCare card holders. There is no funding associated with this program.)

Organizations wishing to participate in Card to Culture will need to fill out an application for the program in the grants management system. The form is in the Opportunities section of your portal.

For more information, full definitions, and guidelines, visit the [Card to Culture page](#).

We strongly recommend applicants seeking designation submit their form at the same time as submitting their Festivals & Projects application.

Current Participant in Card to Culture?

If you have recently submitted a Card to Culture application, and it has not yet been reviewed, you will see "No" below. Due to the volume of applications, most will not be reviewed until after the deadline to apply for the Festivals & Projects program.

No

Acknowledgement

Ready to Submit?

Once you click "Submit" below, you will no longer have access to make changes to your application. A copy of your application will be sent via an email attachment upon submission.

Please note: You have not successfully submitted your application until you see the following message: "Congratulations - You have successfully submitted your application."

Authorized Signature: I certify that all the information contained in this application, including all supporting documents and materials, is true and correct to the best of my knowledge. I hereby release Mass Cultural Council, its members, and employees, from any liability and/or responsibility concerning the submission of materials to this program. In addition, I agree that the required public acknowledgment will be given to Mass Cultural Council if this application is approved. I understand that failure to respond to any of the items requested in this application may seriously hinder its consideration. I certify that we are committed to the completion of the proposed activities in compliance with legal requirements and granting procedures and will file the report required by the Mass Cultural Council.

Clicking "submit" below serves as an authorizing electronic signature.

Attestation

I agree

Rural | Opportunities & challenges for sub-sector, and what success looks like from an economic development perspective



Opportunities

- Recognize that rural communities (59% land area; 13% of population) offer extraordinary potential, a high quality of life, and a deep sense of community
- Create conditions for rural communities to thrive, not just survive
- Replicate successful rural best practices from other regions and states to demonstrate that rural prosperity translates to our Commonwealth's long term success
- Increase collaboration between municipalities, state and federal agencies, for- and non-profit organizations and stakeholders to educate, advocate and act

Challenges

- Limited municipal capacity to plan, fund, advance and complete "shovel worthy" projects
- Declining and aging population
- Population-based state and federal funding formulas disadvantage rural communities
- Mill legacy constrains capacity to redevelop key commercial/industrial/housing sites
- Housing access and availability issues challenge workforce and population growth
- Climate change threatens sustainability of agricultural, forestry and fishery enterprises
- Local opposition/misunderstanding of the need to change local bylaws to offset the rural population decline
- The diversity of rural communities challenges a single solution

Source: Working group

**DRAFT FOR POLICY AND PROGRAM
DEVELOPMENT**

What success looks like for economic development

Short term











- 1 Review and recalibrate funding formulas/requirements to better support rural communities
- 2 Increase project threshold and overall allocation of Rural Development Fund
- 3 Establish a web-based resource for Rural Affairs to communicate economic policy agenda and improve access to available state and federal grant opportunities, etc.
- 4 Expand DLTA and other incentives to promote and increase regionalization and municipal capacity

Medium/long term

- 1 Improve the economic sustainability of rural areas and incent people and businesses to live, work and relocate to rural communities
- 2 Create a municipal building authority similar to framework of MA School Building Authority
- 3 Create/Modify housing programs to acknowledge rural scale and ability to attract investment, e.g. 30% rule in 521 CMR 3.3.1
- 4 Bridge the urban-rural tech innovation divide
Expansion of passenger rail and micro transit
Incentivize small and home based business

Rural | Top recommended levers for state support



Lever		Detail
1. Devote Funding, Resources, and Incentives to Support Economic Opportunity	 	<ul style="list-style-type: none"> Continue and increase support to shovel-worthy projects in rural communities, with substantial funding to incentivize growth. Explore additional incentives that would benefit rural areas such as, tax abatements, no or low interest financing, tax revenue sharing, agricultural land trusts. Strategically consider key industries, like agriculture, fishing industry, and outdoor recreation
2. Enhance Support and Consideration for Rural Communities in State Funding Allocations	 	<ul style="list-style-type: none"> Ensure that Rural communities are a consideration in all funding sources within the state. Ensure against “value-bias” that directs outsized share of grant resources to areas that are not suffering from a lack of capital. Examine existing mandate compliance to determine rural hardship. Consider necessary aids to compliance before new requirements are implemented to scaffold rural communities’ ability to meet them.
3. Invest in Capacity Building	 	<ul style="list-style-type: none"> Expand DLTA funding to increase municipal capacity and encourage more regionalization of municipal services Invest in the economic development of rural communities through targeted small business support Encourage a municipal career pipeline through curriculum development in high schools, community and four colleges and universities, and consider a student loan forgiveness program for municipal careers. Support transition of Historic Mills to next use, either by redevelopment or creation of new developable sites Increase PILOT land values for rural communities to ensure equitable compensation to support capacity
4. Improve Data Collection	 	<ul style="list-style-type: none"> Collect information specific to the unique challenges of rural communities and use that data to promote change. Examine rural population, school enrollment and valuation trends to understand the consequence of inaction. Examine cost of inaction in addressing distressed properties that block redevelopment.
5. Spotlight Rural Communities	 	<ul style="list-style-type: none"> Use a variety of state and local resources to highlight strengths and attractiveness of rural communities. Expand investment and marketing to support rural tourism, digital and creative economies

 Convene  Message  Resources  Regulate  Customer

Source: Working group

**DRAFT FOR POLICY AND PROGRAM
DEVELOPMENT**



Office of the Town Administrator

Town of Montague

One Avenue A
Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

September 5, 2023

Secretary Yvonne Hao
Commonwealth of Massachusetts
Executive Office of Economic Development
One Ashburton Place, Room 2101
Boston, MA 02108

Economic Development Planning Council Input: The Challenge and Opportunity of Rural Mill Sites

Dear Yvonne,

I want to thank you for the opportunity to participate as Rural Sector Captain for the Economic Development Planning Council. Setting that role aside for a moment, I would be remiss if I did not offer this letter of advocacy on behalf of the Town of Montague and other rural communities that carry both the weight and the opportunity of an industrial heritage. **Specifically, I ask that you prioritize accelerated investment in the redevelopment or responsible demolition of rural mill sites in the Governor's Economic Development Plan – and do so with a commitment of substantial proportion.**

Acknowledging that the business case for private investment in historic industrial mill spaces is limited in wealth-poor rural communities with low real estate values and lease rates; historic industrial properties present a near-intractable challenge to redevelopment. Understanding the limited financial and staff resources of rural communities to advance them, all but the most favored properties have little hope of being redeveloped and returning economic or other value to their host communities. As a result, many have sat fallow for decades.

It is time to expand the business case for state investment to correct for this market failure. EDPC discussions acknowledge and validate the intersection of economic development with other community factors. Accordingly, **the Governor's Economic Plan should consider the value of investing in distressed rural mill sites not only in economic, but also in environmental, public safety, green energy, and social equity terms.** Healthy sites contribute in positive ways to each of these, while unhealthy sites exact a cost and discourage community and economic development, exacerbating inequality.

Commonly located adjacent to waterways and historic downtowns, these mills often occupy what could be premier space in our communities. With insufficient levels of public investment, too many of these properties have sat in stasis—undevelopable and dragging on local economies as they slowly rot. **Realistically, these properties are heading toward only one of two outcomes – redevelopment or demolition – left unaddressed, today's "mill problem" will only multiply in cost and scope over time. Accordingly, we must Fix'em or Nix'em.**

There is substantial economic, environmental, public safety, and social equity cost to ignoring these properties and these costs are borne by communities such as Turners Falls, Montague's largest population center and an Environmental Justice Area, where the town-owned Strathmore Mill looms as an example of the challenge and the need. Despite 20 years of redevelopment effort, this 250,00 ft² complex is past its redevelopment tipping point, and now presents substantial costs and risk to economic development and other community interests.

A 2022 MassDevelopment study confirmed that green-spacing was the best alternative for this mill, which is nearly inaccessible due to its "island" location between the FirstLight Power Canal and CT river. As per the study, it would best serve the region as a riverside park celebrating local indigenous and industrial history. **As such, demolition would facilitate transformation of a blighted area into an asset for our downtown business and cultural district, and also greatly enhance the regional recreational-tourist economy.** To see what could be, feel free scroll through [these presentation slides](#).

While the economic, social and cultural benefits of this vision to our Environmental Justice community are compelling, the cost of inaction would also be staggering. Its condition currently impedes redevelopment of the adjacent (and wholly viable) Southworth Mill and that impact will only worsen as the Strathmore moves toward failure. Further, any sign of active collapse would jeopardize outdoor recreation-related economic activity, and have potential to disrupt operations of the FirstLight (60MW) and Eagle Creek (1W) hydro-generation facilities. **Beyond adverse economic and green energy impacts, it would also create potential for major environmental and public safety impacts.**

Acting now is the right long-term business decision for the Commonwealth. Poor rural communities can't do this alone. This Economic Development Plan must emphasize policies and programs that identify, and then invest in, mill sites that present unusual promise and those that present unusual risk to rural communities. Further, priority should be granted to economically disadvantaged "urban villages" such as those along the central and western Route 2 corridor, which lack the capacity to otherwise advance these urgent projects.

Respectfully,



Steven Ellis, MPA
Town Administrator

CC: Montague Selectboard, Ashley Stolba, Anne Gobi, Linda Dunlavy, Senator Jo Comerford, Representative Natalie Blais.