

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, May 18, 2026

AGENDA - AMENDED

Join Zoom Meeting: <https://us02web.zoom.us/j/85120466450>

Meeting ID: 851 2046 6450 Password: 299409 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. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meetings: May 11, 2026, if available
3. 6:30 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Licenses**
 - Brent Freedland, Rootstock Racing, requests Use of Public Property License for Adventure Race on September 19, 2026
 - Common Variety Café & Market, 485 Federal Street, Montague requesting One Day Liquor License for May 30, 2026, from 5:00pm to 8:00pm for a private dinner event. Certificate of Insurance pending.
 - Review and Approve Conversion of Wine & Malt Licenses to All Alcohol Licenses Memo
5. 6:45 **Town Planner, Maureen Pollock**
 - **Review and Sign MVP 2.0 Contract Amendment to extend the end date to June 30, 2027, which will allow all tasks to be completed for the MVP 2.0 Planning Process and implement the climate resilience seed project (Montague Winsert Community Building Pilot Project).**
6. 6:50 **Assistant Town Administrator's Business**
 - Authorize contract with Omasta Landscaping, Inc for Unity Park playground improvements. Contract value is \$118,690.00 to be funded with Town Meeting appropriation.
 - Other project updates
 - Topics not anticipated within 48 hour posting requirements

Next Meeting

Selectboard Meeting: Monday, June 1, 2026, at 6:30pm - HYBRID



Office of the Selectboard

Town of Montague
One Avenue A
Turners Falls, MA 01376

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

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Selectboard within a minimum of 15 business days prior to the event.

Name of applicant: **Brent Freedland**

Address of applicant: **17 Sacco Drive, Amherst MA 01002**

Phone # of applicant: **215-518-6627**

Name of organization: **Rootstock Racing**

Name of legally responsible person: **Brent Freedland**

Location of assembly: **NA; see attached description**

Date of assembly: **09/19/2026**

Time of assembly: Begin: **NA; see attached description** End: _____

Number of expected participants: **100-150**

If a procession/parade/race:
Route: **See map and attached description**

Number of people expected to participate: **100-150**

Number of vehicles expected to participate: **na**

Subject of demonstration: **Adventure Race; see attached description**

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

Signatures of Police Chief and Health Department should be obtained prior to review by the Selectboard

Signatures:

Police Chief: *[Signature]* Date: 4/8/26

Comments/Conditions: _____

Health Department: N/A Date: _____

Comments/Conditions: _____

Selectboard Chair: _____ Date: 5-18-2026

Comments/Conditions: _____

Event Description

The Blue Hills Adventure Race is a one-day, nonstop multi sport expedition race. While we have been organizing events since 2015 under the banner of Rootstock Racing (and longer with other organizations), this event is a new one and the first traditional adventure race in Massachusetts in 15 years or so.

Teams of competitors (2-4 per team) trek, mountain bike, and paddle across a 65-mile course and have 15 hours to reach the finish line. They choose their own routes, navigating with map and compass navigation skills only. Teams carry a number of mandatory safety-related gear items including a satellite tracker (which we monitor), proper thermal clothing, rain gear, first aid kits, space blankets, proper lighting, including mandatory bike lights and reflective gear for all public biking stages, and more. Teams are expected to be self-sufficient.

Because of the navigation component, the relatively small field size, and the sheer length of the event, the teams are highly dispersed, and by the time they pass through Montague, they will be spread out by as much as 2-3 hours. Their presence is rarely observed and is more akin to small groups of 2-4 friends out for a bike ride. As a result, we do not close roads or ask for any local support or resources as you might only see one team every 15 minutes or so. Teams are expected to and required to follow the rules of the road.

In addition, we fully support the event and have our own medical personnel. We do like to notify local authorities so they are aware the event is happening, but it's rare that we ever need to ask for support from local EMS.

We are working with UMass to include Mt. Toby in the event. Teams will be on foot in Mt. Toby and then depart by mountain bike to ride north or North and East through Montague. This depends on our permitting and route development with other towns (namely Wendell). At the end of the race, teams will come back through Montague from Northfield, linking Millers Falls with Greenfield where the event ends. Below are several maps showing the various projected routes (again noting that teams may do different things).

The race begins in Greenfield on Saturday morning. We are still fine tuning the course and details, but we expect to start around 6AM. The race cuts off at 9PM, back in Greenfield. As noted, teams are dispersed, so there is no fixed time, but we anticipate teams leaving Mt. Toby sometime around midday and riding east and/or north through the afternoon. They would then pass back through to finish in Greenfield in the evening.

This is not a spectator event, so no spectators! And vehicular impact is very low. We usually have a dozen or so race staff shadowing the race and staffing staffed check in and transition areas. There are no such location in Montague.

Projected route connecting Mt Toby to Wendell (and on through Erving and Northfield)



Projected route for the finish: routing teams from Northfield to Greenfield



TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

X

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: May 30, 2026

1. Full name, address and phone number(s) of the organization making this application:
Common Variety Cafe & Market 485 Federal Street, Montague MA 10351
413-367-3014

2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Molly Botnick 14 Kingsley Avenue Unit B Haydenville MA 01039 314-718-0159
David D'Altorio 14 ingsley Ave Unit B Haydenville MA 01039 330-931-8935

3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES X NO

4. Nature of Event Private dinner event Number of Attendees 30

5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation.
YES NO X

6. Location where event shall be held: Common Variety 485 Federal St Montague MA 01351

7. Has the approval of the property owner been obtained? YES X NO

8. Exact times of the license: FROM 5:00 PM o'clock AM/PM TO 8:00 PM o'clock AM/PM

9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES X NO If so, when? February 14, 2026

10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES NO X

11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.

12. Proof of Liquor Liability Insurance provided? Yes Date May 7, 2026

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Molly Botnick - owner 5/13/20
Authorized Representative and Title Date

Office Use Only: Date Approved: May 18, 2026
Days Permit Issued For: 1 Dates License Issued for: May 30, 2026
Police Chief Signature:
Select Board Chair Signature: Matthew Lord, Chair



KT

DT

DT

David D'Altorio

DT

TIPS On-Premise Alcohol Server Training



3.00



01/09/2026



01/08/2029



ON-000040472618

David D'Altorio

Official Signature

DT

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com



Issued: 01/09/2026
Certificate #: ON-000040472618

David D'Altorio
488 Federal Street, Montague, MA, USA
Montague MA 01351

Expires: 01/08/2029

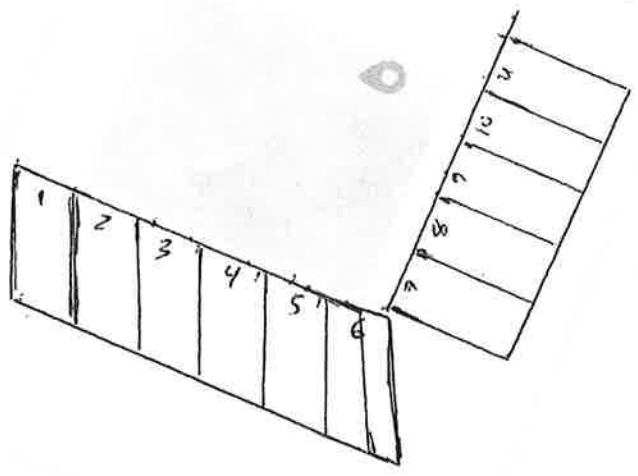
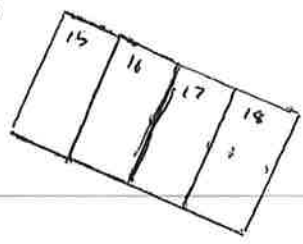
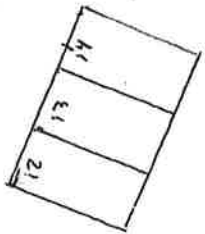


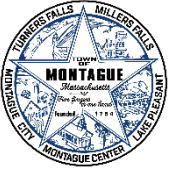
www.360training.com

DT

485 FEDERAL STREET
PARKING MAP

48





TOWN OF
MONTAGUE
MASSACHUSETTS

Selectboard Office
 One Avenue A
 Turners Falls, MA 01376

413-863-3200
 Ext. 108

To: Holders of On-Premise Wine & Malt Licenses
From: Selectboard Acting as Local Licensing Authority
Date: 5/18/26
Subject: Conversion of Wine & Malt Licenses to All Alcohol Licenses

The Town of Montague has voted to accept a new Massachusetts law (M.G.L. c. 138, §12D) that allows certain restaurants and other on-premises establishments holding a Wine & Malt license to apply to convert their license to an All Alcohol license.

This new law gives existing Wine & Malt license holders the opportunity to serve all alcoholic beverages, including spirits and cocktails, without the Town needing additional all-alcohol licenses available under the normal quota system.

Please note that approval is not automatic. All applications must be reviewed and approved by both the Town of Montague Licensing Authority and the Massachusetts Alcoholic Beverages Control Commission (ABCC). The ABCC will review the application and issue final approval before the establishment may begin serving all alcoholic beverages.

Important Information

- Only current holders of an on-premises Wine & Malt license are eligible to apply.
- The converted All Alcohol license will be non-transferable.
- If the license is later surrendered, cancelled, revoked, or no longer used, it reverts back to a Wine & Malt license.
- The Town of Montague application fee for this conversion is \$200.00.
- The ABCC also charges a separate \$200.00 state approval fee.

If you are interested in converting your current liquor license to an All Alcohol license, please contact our office to learn about the application process.

This memo is based on guidance issued by the Massachusetts Alcoholic Beverages Control Commission and KP Law regarding M.G.L. c. 138, §12D.

TOWN OF MONTAGUE
 SELECTBOARD

Matthew Lord, Chair

Richard Kuklewicz, Co-Chair

Marina Goldman, Clerk



COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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](#), 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 forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name Town of Montague		Department Executive Office of Energy & Environmental Affairs	Mosaic Department Code ENV
d/b/a 1 Avenue A, Turners Falls, MA, 01376		Contract Manager Name Kara Runsten	
Legal Address As entered on Form W-9 or Form W-4		Business Mailing Address 100 Cambridge St – 10th Floor, Boston, MA 02114	
Contract Manager Name Maureen Pollock, Planning Director		Billing Address If Different	
Phone 413- 665-1400 ex. 104	Fax	Phone 617-312-1594	Fax
Email mpollock@montague-ma.gov		Email kara.runsten@mass.gov	
Vendor Code VC 6000191893		Mosaic Transaction ID(s) CT-ENV-MVPPLANNMONTAGUEFY24	
Vendor Code Address ID e.g. "AD001". AD 001		RFR/Procurement or Other ID Number ENV 24 MVP 02	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			

<input type="radio"/> NEW CONTRACT	<input checked="" type="radio"/> CONTRACT AMENDMENT
Procurement or Exception Type (Check one option only)	Current Contract End Date <i>PRIOR to Amendment</i> June 30, 2026
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department.) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input type="checkbox"/> Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)	Amendment Amount Or Enter "No Change" No Change Amendment Type Check one option only. Attach details of amendment changes. <input checked="" type="checkbox"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="checkbox"/> Interim Contract with Current Contractor (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/budget.)

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding.

Check ONE option:

[Commonwealth Terms and Conditions](#)
 [Commonwealth Terms and Conditions for Human and Social Services](#)
 [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](#).

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.)
 Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): **\$95,000**

Mosaic Transaction ID(s)

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within: 10 days % PPD.
15 days % PPD.
20 days % PPD.
30 days % PPD.

If PPD percentages are left blank, identify reason:

Statutory/legal Ready Payments (M.G.L. c. 29, § 23A) Agree to standard 45-day cycle Only initial payment

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.

Amendment to extend the end date to June 30, 2027 in order to complete all tasks for the MVP 2.0 Planning Process and implement a climate resilience seed project as outlined in Attachment A.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

YES If YES, the Contractor's annual SDP commitment for this Contract is
 NO If NO, and the department is an Executive Department, enter the appropriate exemption: N/A - grant

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- 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.
- 3. were incurred as of August 11, 2023, 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 June 30, 2027, 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

Signature and date must be captured at time of signature.

Signature _____ Date _____

Print Name _____ Print Title _____

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature _____ Date _____

Print Name _____ Print Title _____

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

The Executive Office of Energy and Environmental Affairs (EEA) and the **Town of Montague** (“the community”) hereby contract for the community to complete the Municipal Vulnerability Preparedness (MVP) 2.0 process in the FY24-25 pilot round. Once the contract has been signed by both parties, the community will be provided with an advance payment of **\$45,000 to complete the MVP 2.0 process scope (steps 1-7 and step 9)**. Once the community has completed step 6 (selected a Seed Project and submitted Part A that was approved by the respective MVP Regional Coordinator) or earlier if authorized by EEA, the community will be provided with an advance payment of **\$50,000 to implement their Seed Project (step 8)**.

This project will run from the effective date of this contract through **June 30, 2027**. Failure to produce the required deliverables and documentation of spent funds by the contract end date will result in a return of the funds to the state by FY27 fiscal year end. The community may apply for a contract extension as needed and subject to EEA’s discretion for approval.

Process Summary:

The MVP 2.0 program expands on the climate resilience work communities have done to date and supports communities with new methods, tools, and resources for building climate resilience. In particular, the contract will support the community in revisiting their climate resilience priorities with a focus on equity, and translating those priorities into action through project development and implementation. The MVP 2.0 program does this through:

- Convening a community team to do equitable climate resilience work;
- Providing training on strategies for building climate resilience, equity, and climate justice;
- Revisiting resilience priorities with the involvement of the wider community and a stronger assessment of social vulnerability and resilience;
- Helping the community and community to co-develop and implement a project that builds community resilience, with guaranteed funding for implementation; and
- Providing a process that can be replicated for future MVP Action Grants.

Resources and Support:

The community will work with a primary vendor to help manage and facilitate the process. MVP will provide a set of guidance documents and tools for completing the process. Additionally, the project team will use the **Guides for Equitable and Actionable Resilience (GEAR) online tool**, which provides access to community data, downscaled climate projections, and guidance for investigating and understanding local climate vulnerability. The MVP Program’s team of Regional Coordinators (RCs) will also provide support and guidance in the process (see list of MVP checkpoints below).

Process Details:

The community will conduct the following tasks to complete the MVP 2.0 process as outlined in the **MVP 2.0 Process Guide**. From step 1 onward, the community will have support from their contracted primary vendor and their implementation vendor for step 8.

<p>Step 0: Hire a Primary Vendor One to two months (July - August of Year 1)</p>	
<p>Actions:</p> <ul style="list-style-type: none"> ● Use the sample RFP and vendor criteria to contract with a primary vendor that meets the skill sets required of the MVP 2.0 program. 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> ● Just after award - Meet with the MVP Regional Coordinator (RC) for your region to kick off the process and to discuss vendor selection and qualifications. ● After selecting a vendor - Email your RC with selected vendor contact information and their qualifications; meet with your MVP Regional Coordinator and your primary

	vendor to go over the process before getting started.
Phase 1: Developing a Core Team	
Step 1: Groundwork One month (August - September of Year 1)	
<p>Actions:</p> <ul style="list-style-type: none"> • Use the Social Resilience Roadmap to dig deeper into understanding who lives and works in your community and who will likely be disproportionately affected by climate change. • Identify perspectives and lived experience within your community that will be important to include in your Core Team. 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> • Upon completion - Email Part A of your Social Resilience Roadmap to your MVP Regional Coordinator before moving on to step two.
Step 2: Recruiting Your Core Team One to three months (September - November of Year 1)	
<p>Actions:</p> <ul style="list-style-type: none"> • Build out a group of municipal staff and community members (i.e., community liaisons) to lead equitable climate resilience work in the community. • Ensure approximately half the Core Team members are from and/or with strong relationships with EJ or other priority populations who live and work in your community. Use "Resources for Core Team Recruitment" as needed. 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> • Upon completion- Email a list of your Core Team members to your MVP Regional Coordinator before moving on to step three. Note which members are community liaisons, the community(ies) they are connected to, and the compensation amount.
Step 3: Core Team Training One to two months (November - December of Year 1)	
<p>Actions:</p> <ul style="list-style-type: none"> • Participate in the Climate Resilience Training and Discussion Modules to build skills and capability that will help in assessing community vulnerability and in developing a resilience project. • Participate in the Equity and Climate Justice Learning Series to build skills and capability to work together in ways that center equity and climate justice. 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> • Upon completion- Email your completed discussion guides for the Climate Resilience Video Modules to your MVP Regional Coordinator before moving on to step four.
Phase 2: Revisiting Resilience Priorities	
Step 4: Uncovering Social Resilience Three months (January - March of Year 1)	

<p>Actions:</p> <ul style="list-style-type: none"> ● Use the Engagement Plan to design and lead community outreach and engagement activities, focused on connecting with and understanding the needs and priorities of EJ and other priority populations who are disproportionately impacted by climate change. ● Use the Social Resilience Roadmap to identify factors that contribute to vulnerability and resilience for people who live and work in the community and region, and to inform your approach to building community resilience in ways that simultaneously address root causes of vulnerability. 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> ● Midway - Check in with your MVP Regional Coordinator once you have completed the Engagement Plan, before getting started on your engagement activities. ● Upon completion- Email your completed Social Resilience Roadmap (Part B) to your MVP Regional Coordinator before moving on to step five.
<p>Step 5: Resetting Resilience Priorities Two to three months (March - May of Year 1)</p>	
<p>Actions:</p> <ul style="list-style-type: none"> ● Use the Resilience Priorities Guide to review and update your resilience priorities based on wider community input about factors that influence vulnerability and resilience for people in your community. ● Vet the updated priorities with community members, and specifically people who will be most impacted by climate change, to create shared understanding, transparency, and accountability around community resilience priorities. 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> ● Upon completion- Email your completed Resilience Priorities Guide to your MVP Regional Coordinator before moving on to step six.
<p>Phase 3: Implementing a Seed Project</p>	
<p>Step 6: Selecting a Seed Project Two months (May- June of Year 1)</p>	
<p>Actions:</p> <ul style="list-style-type: none"> ● Use the Seed Project Plan to collaborate on the development of a project that will jump-start or advance the updated community resilience priorities. ● Vet the project with community members, to ensure that people who will be most impacted by climate change inform decisions related to the project. 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> ● Upon completion- Email your completed Seed Project Plan (Part A) to your MVP Regional Coordinator by June 15. Submitting Part A will unlock funding for Seed Project implementation.
<p>Step 7: Seed Project Implementation Plan One to two months (July – August of Year 2)</p>	

<p>Actions:</p> <ul style="list-style-type: none"> ● Use the Seed Project Plan to collaborate on the development of an implementation plan for your Seed Project that will help translate the idea into action. ● Coordinate with a Seed Project advisor to help develop the plan 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> ● Upon completion- Email your completed Seed Project Plan (Part B) to your MVP Regional Coordinator before moving on to Step 8.
<p>Step 8: Implementing the Seed Project To be led by an implementation vendor which may differ from the primary vendor-community is in charge of procuring and contracting with this vendor prior to this step Nine to ten months (September - June of Year 2)</p>	
<p>Actions:</p> <ul style="list-style-type: none"> ● Implement a Seed Project that will set the groundwork for future Action Grants and/or contribute to building community resilience in your community or region. 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> ● Midway- Halfway through the implementation of your Seed Project, email or set up a call with your MVP Regional Coordinator to provide a progress update.
<p>Step 9: Reflecting, Adjusting, and Next Steps Less than one month (June of Year 2)</p>	
<p>Actions:</p> <ul style="list-style-type: none"> ● Use the Reflection Roadmap to reflect on the process in order to evolve and improve it for future resilience building efforts. 	<p>MVP Checkpoints:</p> <ul style="list-style-type: none"> ● Upon completion- Submit the MVP 2.0 Final Submission Form to the MVP Program, including deliverables, photos, and invoices showing all grant funds were spent to close out the MVP 2.0 project.

The grantee also agrees to provide feedback, including participating in approximately 2-4 meetings as requested by EEA in relation to the pilot round, so that the program can be improved before its formal roll out after the pilot round.

Reporting and Final Deliverables:

To close out the MVP 2.0 process, the community is required to provide EEA with the following materials. These materials will be submitted as attachments to the [MVP 2.0 Final Submission Form](#).

- Completed MVP Checkpoints listed under each step above
- Completed materials:
 - Discussion Guide for the Climate Resilience Video Modules (will be available on [MVP 2.0 website](#))
 - [Engagement Plan](#)
 - [Social Resilience Roadmap](#) (Parts A + B)
 - [Resilience Priorities Guide](#)
 - [Seed Project Plan](#) (Parts A + B)
 - [Reflection Roadmap](#)

- Final Submission Form
- **Close-out materials:**
 - Final invoice(s) demonstrating all grant funding was spent according to the contract scope of work. (If multiple invoices, please compile into one PDF.)
 - Final deliverables from the Seed Project. (If multiple or too big to upload, please email to your MVP Regional Coordinator.)
 - Slide(s) with photos or images from the process and/or your Seed Project. (We may share these publicly so please only upload photos or images with any necessary permissions to share secured.)

Failure to produce the required deliverables and documentation of spent funds by the contract end date will result in a return of the money to the state by fiscal year end.

Any changes to the scope or deliverables must be approved in writing by the MVP Regional Coordinator or MVP staff.

Grantee/Municipal Staff Commitment:

The grantee/community must provide sufficient staff time to assure completion of this grant. The time commitment for the project manager and municipal members of the Core Team is estimated at roughly 90 hours and 60 hours, respectively, from October 2023 - August 2024, with the following ten months to be determined based on the project selected by the Core Team. The grantee does not need to track or report on this time provided that the following tasks are completed. Staff time will include the following activities:

- Complete a contract with the Commonwealth and maintain all necessary reporting;
- Procure a primary vendor based on the provided vendor qualifications;
- Complete Part A of the Social Resilience Roadmap to identify perspectives and lived experience within your community that will be important to include in your Core Team (Step 1);
- Recruit a Core Team, with at least half the members being community liaisons with strong connections to EJ and other priority populations in the community (Step 2);
- Participate in the Core Team training (Step 3);
- Work with community liaisons on your Core Team to lead inclusive and equitable community outreach and engagement activities to gather insight on sources of vulnerability and resilience in the community and complete Part B of the Social Resilience Roadmap (step 4);
- Participate in discussions with your Core Team to revisit and update your community resilience priorities; vet the updated priorities with the community (Step 5);
- Participate in discussions with your Core Team to identify a Seed Project idea; vet the Seed Project idea with the community (Step 6);
- Participate in discussions with your Core Team to develop a Seed Project Implementation Plan; identify a subject matter advisor(s) to support this process (Step 7);
- Identify an implementation vendor to lead or support the implementation of the Seed Project; work with the implementation vendor and community stakeholders to implement the Seed Project (Step 8);
- Reflect on the MVP 2.0 process, and submit the MVP 2.0 Final Submission form with all associated deliverables to the MVP team (Step 9).

Materials:

All materials, software, maps, reports, and other products produced through the grant program shall be considered in the public domain and thus available at the cost of production. All materials created through this opportunity and as a result of this award should credit the Executive Office of Energy and Environmental Affairs Municipal Vulnerability Preparedness (MVP) program.

Other Terms:

Receipt of MVP funding shall not be considered state approval of the project for any necessary state, federal, or local permits, nor provide any indication of the project's competitiveness for future funding phases.

GRANTEE: TOWN OF MONTAGUE

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
To be distributed July 2023: State FY24				\$45,000
To be distributed July 2024 (or upon completion of Step 6 in Att. A)				\$50,000

MAXIMUM OBLIGATION	Total \$95,000.00
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Attachment B is subject to any restrictions or additional provisions outlined in Attachment A

Additional Terms:

- Funding awarded as a result of this contract must be placed in a non-interest-bearing account.
- Failure to produce the required deliverables and documentation of spent funds by the contract end date will result in a return of the money to the state by fiscal year end.
- Requests for extensions or amendments to this contract are at the sole discretion of EEA and must be requested at least one month in advance of the contract end date.
- Please refer to the request for responses ENV 24 MVP 02 for additional requirements.

Unity Park Playground Improvements Project 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 Omasta Landscaping, Inc., with an address of 129 N Hatfield Road, Hatfield, MA 01038, hereinafter referred to as "Contractor", effective as of the 18th day of May, 2026. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for Unity Park Playground Improvements Project, 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 August 17, 2026 through December 31, 2026.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$118,690.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$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, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

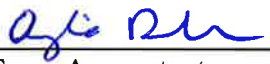
_____ Matthew Lord, Chair

_____ Richard Kuklewicz, Co-Chair

Printed Name and Title

_____ Marina Goldman, Clerk

Approved as to Availability of Funds:


Town Accountant

(\$ 118,690.00)
Contract Sum

Attachment A: Scope of Services

C. Project Specifications

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the performance and design standards for Pour-in-Place (PIP) rubber playground surfacing and free-standing tube slide. The manufacturer / contractor shall supply products that meet or exceed the standards set forth in these specifications.
- C. The project will be for the following venue:
 - 1. Unity Park, 56 First St., Turners Falls, MA 01376
- D. The primary goals of this project are:

- 1. Demolition, excavation, removal and disposing of current pour-in-place surfacing and tube slide.
- 2. Install the new tube slide in the same footprint as the existing one.
- 3. Install the pour-in-place surfacing in the same areas as the original application
- 4. All products, designs and installations shall comply with relevant federal, State, and local ordinances and standards.

POUR-IN-PLACE RUBBER PLAYGROUND SURFACING

PART 1 – SYSTEM DESCRIPTION

A. Performance Requirements: Provide a rubber-urethane surface which has been designed, manufactured and installed to meet all American Society for Testing and Materials (ASTM) standards relative to Flammability, Tensile Strength, Tear Resistance, Water Permeability, and Accessibility relative to playground surfacing.

PART 2 - STRUCTURAL PARAMETERS

- A. Material will be applied on a flat surface, and may include all of the following:
 - i. Top layer – **black and blue** specked mix that includes appropriate binder/urethane to satisfy warranty noted below. Color will be confirmed with the Parks & Recreation Director.
 - ii. Cushion layer – confirm that existing sub-base is intact and replace where needed. Cushion layer thickness shall be adjusted on-site to correspond with the fall heights of installed play equipment.

UNITY PARK PLAYGROUND IMPROVEMENTS
PROJECT

- iii. Base – add gravel/stone where necessary to maintain proper integrity

2.02 PRODUCT SUBSTITUTIONS

A. Substitutions: No substitutions permitted.

Specifier Note: Specify proportions and procedures for site mixing materials. Mixing is the preparation of materials for use and is part of the manufacturing process.

2.03 MIXES

A. Required mix proportions by weight:

a. 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on the entire rubber & urethane mix).

PART 3 – EXECUTION

3.04 INSTALLATION

A. Contractor/installer will confirm square footage of all work areas.

Do not proceed with surface installation until all applicable site work, including substrate preparation, fencing, play equipment installation and other relevant work, has been completed.

B. Primer Application: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers, such as playground equipment support legs, curbs or slabs that will contact the surface, at the rate of 300 ft²/gal (7.5 m²/L).

C. Surface Installation:

1. Using a hand trowel, install surface at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m³) to a nominal thickness of 1/2" (12.7 mm) or as otherwise specified (minimum thickness 3/8" (9.5 mm)).

2. **Specifier Note:** Specify provisions for protecting work after installation but prior to acceptance by the Owner. Coordinate article below with Division 1 Execution Requirements Section.

3.05 PROTECTION

A. Protect the installed surface from damage resulting from subsequent construction activity on the site.

3.1 **QUALITY CONTROL** - Surfacing must be installed by an experienced, certified installer trained in the proper installation techniques for the specified surface system.

3.1.A - Qualifications: installer must be approved and trained by the manufacturer of the surface, having experience with other projects of the scope and scale of the work described in this section.

3.1.B. Certifications: Certification by manufacturer that installer is an approved applicator of the surface.

3.4 WARRANTY AND GUARANTEE

- A. **10-Year Warranty:** Each manufacturer shall supply a signed warranty covering the entire system for 10 years from the date of shipment. Warranty shall guarantee specified performance levels. Manufacturer shall maintain specifically funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

FREE-STANDING TUBE SLIDE

PART 1 – SYSTEM DESCRIPTION

A. **Performance Requirements:** Provide a **free-standing spiral tube slide**, designed, manufactured, and installed to meet all applicable safety standards for public playground equipment, including those issued by ASTM International and the U.S. Consumer Product Safety Commission (CPSC).

The slide shall be designed for use in a public playground setting, suitable for children ages 5–12, and capable of withstanding heavy use and exposure to outdoor environmental conditions. The spiral configuration is intended to provide a longer, more engaging sliding experience within a compact footprint, consistent with the existing playground's character.

B. **Equipment Components:** The tube slide assembly shall include the following components:

1. **Slide Structure:**
 - Fully enclosed **spiral (helical) tube slide** configuration.
 - Entry height approximately 8–10 feet above finished grade.
 - Constructed of durable, UV-resistant materials (e.g., rotationally molded plastic or equivalent) with smooth, continuous sliding surfaces.
2. **Support System:**
 - Independent structural support system designed specifically for the slide (not attached to an existing play structure).
 - Support posts and framing shall be constructed of corrosion-resistant materials (e.g., galvanized steel, powder-coated steel, or equivalent).
3. **Access System:**
 - Standard steps designed to provide safe and compliant entry to the slide platform.
 - Access system shall meet all applicable safety and spacing requirements.
4. **Safety Features:**
 - Fully enclosed tube design to minimize fall risk.
 - Entry and exit transitions designed to ensure safe use and smooth egress.
 - All openings, railings, and transitions shall comply with applicable safety standards.

PART 2 – STRUCTURAL PARAMETERS

A. Materials:

1. **Structural Components:** Support posts, framing, and connections shall be constructed of corrosion-resistant materials (e.g., hot-dip galvanized and powder-coated steel, aluminum, or equivalent) suitable for long-term outdoor use.
2. **Slide:** Spiral tube slide shall be constructed of durable, UV-resistant materials such as rotationally molded polyethylene, stainless steel, or equivalent, providing a smooth, continuous sliding surface.
3. **Fasteners and Hardware:** All fasteners shall be tamper-resistant and corrosion-resistant (e.g., stainless steel or coated steel), designed for public playground applications.

B. Dimensions and Performance:

1. Configuration: Slide shall be a **spiral (helical) tube configuration** with an entry height of approximately 8–10 feet above finished grade.
2. Use Zone: The slide and its installation shall comply with required use zones and clearances for spiral tube slides in accordance with ASTM International F1487.
3. Fall Height and Surfacing Integration: The maximum fall height and all associated surfacing requirements shall be coordinated with the adjacent poured-in-place surfacing system to meet applicable impact attenuation standards.

C. Durability and Sustainability: Materials shall be designed for durability in a public-use environment and resistance to weathering, UV exposure, and vandalism. Use of recycled or recyclable materials is encouraged where it does not compromise performance.

2.02 PRODUCT SUBSTITUTIONS

A. Substitutions: Products shall be as specified or approved equal. Requests for substitution must be submitted in accordance with the requirements of the bid documents and approved in writing by the Owner prior to bid submission.

2.03 COMPONENT REQUIREMENTS:

A. Compliance: The slide and all associated components shall comply with applicable safety standards, including those issued by ASTM International and the U.S. Consumer Product Safety Commission (CPSC).

B. Scope Limitation: This section applies only to the **free-standing spiral tube slide and its associated structural and access components**, and does not include a full playground structure or additional play elements.

PART 3 – EXECUTION

3.04 INSTALLATION

A. Contractor/installer shall confirm site dimensions, verify surfacing preparation, and ensure the tube slide installation area is free of hazards before beginning installation.

UNITY PARK PLAYGROUND IMPROVEMENTS
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B. The free-standing spiral tube slide shall be installed in strict accordance with the manufacturer's instructions and industry best practices to ensure structural integrity, stability, and user safety.

C. All anchoring, footings, and support system installation shall comply with manufacturer specifications, ASTM F1487 standards, and applicable local codes.

3.05 PROTECTION

A. Protect the installed tube slide and associated supports from damage resulting from subsequent construction or site activity until final acceptance by the Owner.

3.06 QUALITY CONTROL

A. The tube slide must be installed by an experienced, certified installer trained in the proper installation techniques for this type of equipment.

B. Installer qualifications shall include prior experience with projects of similar scope and scale.

C. Documentation of installer experience or certification must be submitted to the Owner prior to commencement of work.

3.07 WARRANTY AND GUARANTEE

A. The manufacturer shall provide a minimum 10-year warranty covering all structural components, fasteners, and the slide itself.

B. Warranty shall guarantee performance and durability under normal public playground use.

C. Warranty does not cover damage caused by acts of nature, vandalism, abuse, unauthorized repairs, or installation errors not performed by the certified installer.

D. Manufacturer/installer shall provide documentation for maintenance, inspection, and replacement of components.

ILLUSTRATION OF WORK AREA



Areas of pour-in-place surfacing to be replaced are outlined in blue. The tube slide is circled in red. Please note that the area of pour-in-place surfacing surround the “Supernova” spinning equipment near the bottom-right corner of the diagram will be replaced, but not the adjoining material underneath the adjacent large play structure. The contractor will be responsible for ensuring a smooth transition along the border between the new material under the Supernova, and the existing material under the large play structure.