MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, November 30, 2026

AGENDA

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

Meeting ID: 632 769 1840 Password: 945669 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: November 23, 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 **Community Development Block Grant Reprogramming Hearing with Brian McHugh –**
   - The purpose of this meeting is to update the public on the status of the Town's FY 2025 Massachusetts Community Development Block Grant (CDBG) programs. Grant programs being administered by the Franklin County Regional Housing and Redevelopment Authority (HRA) on behalf of the Town of Montague include Avenue A Streetscape Improvement 5.1 Construction Project and 5 Social Service Agency Programs. The Town will also discuss the re-allocation of uncommitted Avenue Streetscape Improvement 5.1 Program funds, or Program Income Funds received, toward a CDBG-eligible project.
   - Update on status of FY25 CDBG programs, including Avenue A Streetscape Improvement 5.1 construction project and five social service agency programs
   - Discuss submitting program amendment and budget revision of the Town's FY25 CDBG to re-allocate uncommitted funds toward a CDBG-eligible project

5. 7:00 **Franklin County Regional Housing and Redevelopment Authority with Brian McHugh**
   - To request approval to use $24,000 from Town of Montague's Revolving Loan Fund Account (administered by the HRA) to award gap funding to the 4 social service agencies included in the FY26 CDBG Grant Application."

     Justification: The FY26 grant application awards have not yet been announced by the Commonwealth; agencies were anticipating receiving funding as of October 1, 2026. The $24,000 ($6,000 funding per agency: Brick House, HeartWing, LifePath Elder Self-Sufficiency and LifePath Home Delivered Meals) will fill the period October 1 – December 31, 2026; and if Montague is awarded a grant , the social service agency 12-month funding period would be January 1, 2027, through December 31, 2027.

6. 7:15 **Licensing**
   - James Asbel of Altamira Cider, LLC of 10 Cross St, Gill, MA is requesting a One-Day Liquor License, Malt Beverages and Wine Only, to be drunk on premise, for December 4, 2026, from 3pm to 8pm at 41 K St, Turners Falls MA during the *Middle of Somewhere Winter Market*. All required materials received.

- Request for all All-Alcohol Licensed establishments to remain open until 2:00AM on New Years Eve.

7. 7:20 **Council on Aging – Roberta Potter**

- First Reading: Montague Senior Tax Work off Program Policy

8. 7:35 **Assistant Town Administrator's Business**

- Announce Opportunity Zone (OZ) designation approval by US Dept. Of the Treasury: Turners Falls Census Tract
- Authorize FY26 Green Communities Annual Report
- Authorize Grant Agreement with MA Executive Office of Economic Development from MA Downtown Initiative (MDI) Capital Implementation Grant program. Award value is $209,000 to support accessibility improvements at the 102-112 block of Avenue A
- Energy Committee call for members
- Other project updates

9. 7:45 **Town Administrator's Business**

- Letter of opposition to Verizon's proposed discontinuance of Traditional Copper Telephone Service (FCC docket No 26-252)
- Proposal to enter a funding agreement with Franklin Hampshire Habitat for Humanity committing up to $25,000 toward eligible project infrastructure costs for the First Street Housing Project. The funding source would be 40R funds already restricted for capital infrastructure in state approved 40R zoning districts.
- Topics not anticipated within the 48 hour posting requirements

Next Meeting

Selectboard Meeting: Monday, December 7, 2026, at 6:30pm - HYBRID

LEGAL NOTICE
FY2025 CDBG Program Updates
PUBLIC HEARING
Town of Montague

The Town of Montague will hold a public hearing on Monday, November 30, 2026, at 6:30 p.m. during the Montague Selectboard Meeting. The meeting will be held via ZOOM (please check the Town's website (https://montague-ma.gov/g/46/Selectboard) for a link to log in). The purpose of this meeting is to update the public on the status of the Town's FY 2025 Massachusetts Community Development Block Grant (CDBG) programs. Grant programs being administered by the Franklin County Regional Housing and Redevelopment Authority (HRA) on behalf of the Town of Montague include Avenue A Streetscape Improvement 5.1 Construction Project and 5 Social Service Agency Programs. The Town will also discuss the re-allocation of uncommitted Avenue Streetscape Improvement 5.1 Program funds, or Program Income Funds received, toward a CDBG-eligible project.

The town of Montague encourages residents to attend the meeting where any person or organization wishing to be heard will be afforded the opportunity. A representative from the HRA will be on hand to discuss program activity and answer questions.

The Town will make reasonable accommodation for any member of the community with accessibility or language needs with seven days prior written notice to the Selectboard's office. Accommodations will be made for handicapped and non-English speaking residents. Additionally, interpreters will be available as necessary (with advanced notice) to accommodate hearing impaired and non-English speaking residents.

If residents are unable to be present at the Public Hearing written comments can be made to Christopher Nolan-Zeller, Assistant Town Administrator, Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376

The Town of Montague is an equal opportunity provider.

Selectboard
Town of Montague
The Montague Reporter
November 12, 2026

AGENDA

PUBLIC HEARING

FY2025 CDBG Program Updates

Monday November 30, 2026 6:30 p.m.

OPEN MEETING

READ LEGAL NOTICE

The purpose of this meeting is to update the public on the status of the Town's FY 2025 Massachusetts Community Development Block Grant (CDBG) programs. Grant programs being administered by the Franklin County Regional Housing and Redevelopment Authority (HRA) on behalf of the Town of Montague include Avenue A Streetscape Improvement 5.1 Construction Project and 5 Social Service Agency Programs. The Town will also discuss the re-allocation of uncommitted Avenue Streetscape Improvement 5.1 Program funds, or Program Income Funds received, toward a CDBG-eligible project.

UPDATE OF FY 2025 CDBG PROGRAMS (Contract End Date: March 31, 2027)

Grant Awarded = $850,000.00

Avenue A Streetscape Improvements 5.1 Construction Project - $576,140.00: **PROJECT COMPLETE**
The project is a streetscape improvement project in the center of Census Tract 407.01 Block Group 2, which has an LMI resident percentage of 68.8%. The project replaced 245 LF of sidewalks, planters, and curbing. It also included a handicap accessible ramp to a multi-use building with commercial space on the first floor and apartments on the second and third floors. The project service area contains both commercial and residential buildings but is primarily residential.

Bids came in under budget ($147,140), and after four approved Change Orders totaling $22,629.09, the uncommitted project balance is $124,510.91
Public discussion on the possible re-allocation of uncommitted funds to another CDBG-eligible project.

Social Services – $100,000/ awarded to 5 agencies ($20,000 to each program)
All programs are **complete as of 09/30/26**

- The Brick House Community Resource Center – "Youth Education and Prevent" program supported Montague youth ages 11-19 in mentoring, peer-to-peer connections, creative art, music and dance, and programs to strengthen and increase their internal developmental assets.
- Montague Catholic Social Ministries – "Families Learning Together" program provided a literacy education program for Montague immigrant families.
- LifePath Inc. – operated a program that provided Home Delivered Meals and Wellness Checks to Montague homebound elders.
- LifePath, Inc. – provided an elder Self-Sufficiency Program that offered older Montague residents assistance with housing, health, comfort, access to health care, and financial stability.
- Wildflower Alliance – offered programs and group sessions such as "Alternatives to Suicide Mutual Support Group" and "Arts and Wellness Group" that provided direct outreach and peer support for people in recovery.

NEEDED TODAY:

- If decided at this meeting, the Town will need to vote:
- How they wish to use $124,510.91 in uncommitted funds from the Avenue A Streetscape Improvements 5.1 Construction Project.

6A

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

CHECK ONE

✓ 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: 12/04/2020

1. Full name, address and phone number(s) of the organization making this application:
Altamira Cider, LLC
10 Cross Rd., Gill, MA 01354

2. Full name, address and phone number(s) of manager who shall be responsible for the license:
James Asbel, 10 Cross Rd., Gill, MA 01354
401-368-1077

3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES ✓ NO____

4. Nature of Event Outdoor market Number of Attendees____

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

6. Location where event shall be held: 41 K Street, Turners Falls

7. Has the approval of the property owner been obtained? YES ✓ NO____

8. Exact times of the license: FROM 3 o'clock AM/PM TO 8 o'clock ____ AM/PM

9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES____ NO ✓ If so, when?____

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 ✓

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? see attached Date 12/04/2020

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 statues, by-laws and regulations.

[signature] Director — 11/25/2020

Authorized Representative and Title — Date

Office Use Only: Date Approved:____

Days Permit Issued For: ____ Dates License Issued for: ____

Police Chief Signature: ____

Select Board Chair Signature: ____

Town of Montague

Senior Tax Work Off Program (STWO)

I. Summary: The Senior Tax Work-Off Program, established under the provisions of Massachusetts General Law (M.G.L.), Chapter 59, Section 5K and 5N, was adopted by The Town of Montague Selectboard on _____. These statutes allow Seniors in the Town to work off certain amounts of their taxes as provided for in the law. This program is administered by the Selectboard Office/Town Administrator with assistance from the Assessor's Office and Council on Aging.

II. Program Overview: The Senior Tax Work-Off Program is open to senior citizens (60 years of age and older) who own property in and pay real estate taxes to the Town of Montague. A tax abatement equivalent to Massachusetts minimum wage per hour for a maximum of 100 hours worked minus any required withholdings will be applied to the participant's real estate tax bill for the following fiscal year, not the current year's property tax bill. Participants will be expected to complete their hours of service in the program year, which runs from January to October. Applications are available at the Gill Montague Senior Center, at the Montague Assessor's Office, and online at Montague-ma.gov.

III. Program Requirements: Participants MUST work their required hours of service to receive the maximum tax credit. Hours worked may be shared with another family member if that member is an owner of record and if he/she has been accepted into the program. Working less than the required hours will result in a pro-rated tax credit based on the actual hours worked. The Town of Montague, based on need, may place the participants in more than one job to fulfill the total hours.

IV. Program Eligibility Criteria:

A. Qualifying Seniors: An individual must be over 60 years of age to earn a property tax abatement under a program for seniors (M.G.L. Chapter 59, Section 5K).

B. Ownership and Domicile: Applicants must be residents of the Town of Montague and must own (as the assessed owner of record) and occupy (as their domicile) the property for which abatement is sought. The assessed property must be the applicant's primary residence for a minimum of five (5) years. If the property for which abatement is sought is owned by a trust, the applicant must have legal title, i.e., be one of the trustees. Applicants who are a holder of a valid life estate will meet ownership requirements.

C. Income Limits: Priority will be given to applicants for this program, whose total household income, is 60% of the Annual Median Income or lower. (AMI). AMI is calculated each year by HUD.

V. Compensation

- Based on Massachusetts minimum wage.
- Participants will receive abatement for up to a maximum of 100 hours. Any hours worked beyond 100 hours cannot be accumulated for the Tax Work-Off Program.
- The maximum amount of abatement is equivalent to 100 hours at Massachusetts minimum wage per household per fiscal year.
- Money earned through the Senior Tax Work-Off Program is reportable income for federal taxes only. Participants will receive a W-2 form for money earned through the program.

VI. Taxpayer Requirements

- Be 60 years of age or older as of January 1, of the tax year.
- Own and occupy the property as principal residence.
- Be current with property tax payments.
- Possess and identify employable skills.
- Complete the application and additional requirements.
- Complete a CORI check and/or provide references if required by the work site.

VII. Job Placement for a Senior Tax Work Off Position

- An internal committee or its designees will choose participants based on skills, availability, and physical ability, as necessary.
- Previous participants must re-apply for each program year.
- First-time applicants will have priority consideration each year. Prior participants in the program who are trained in or familiar with specific tasks may be given subsequent priority. No applicant is guaranteed a position.
- All applicants are required to abide by all Town of Montague Personnel Policies and Procedures.

- Applicants will be screened by the Council on Aging and interviewed by the department supervisor of the position for which they may be placed. The Supervisor will report to the Committee with a recommendation.
- Participants must work on site.
- There will be a two-week probationary period to assess the appropriateness of the placement.
- Time sheets will be approved by the Department Supervisor.
- Bi-weekly accounting of time worked will be submitted to the Council on Aging Office. Once verified, the Council on Aging will submit those hours to the Assessor and Town Accountant for the abatement based on the number of hours worked.

VIII. Additional Information

- Participants should be sure that the income from this employment will not jeopardize any benefit program in which they are currently participating (example: SSI, Medicaid, Fuel Assistance, etc.).
- All seniors taking part in this program will be considered temporary employees of the Town of Montague.
- Prior to starting work for the program, all required forms and necessary papers relating to employment with the Town must be completed and submitted.
- All applicable federal taxes will be withheld from the income earned.
- The IRS will treat all money earned through this program as taxable income
- The amount of property tax reduction earned by the taxpayer under this program is not considered income or wages for the purposes of state income tax withholding, unemployment compensation or workmen's compensation.
- Marketing of the Program will include:
    - Posting the Flyer and the Application on the Town website (Montague-ma.gov
    - Making the Flyer and the Application available at Town Hall and the Senior Center
    - Posting the Flyer at all Montague Public Libraries.

IX. Deadline Dates

- Application period: October 1 to November 15
- Interviews by Department Heads: November 15 to December 15,
- Participant work period begins January 2 and ends October 31
- Applications may be taken and positions filled after the application and interview period if volunteer positions remain open and the maximum number of volunteers has not been reached.

Green Communities Annual Report Summary FY2026
Date of Annual Report Preparation: 11/24/2026 12:16:12PM
Prepared by: Christopher Nolan-Zeller
Title of Preparer: Assistant Town Administrator

8B

Green Community Information
Municipality: Montague
Baseline Fiscal Year: 2008
Criteria 1 & 2 waiver received: No

Criterion 1: As-of-Right Siting
Criterion 1 is met by a municipality passing zoning in designated locations for the as-of-right siting of renewable or alternative energy generating facilities, research and development facilities, or manufacturing facilities.

Type of as-of-right siting approval received: Research & Development, Manufacturing

Have any significant changes been made to the zoning district(s) for which the community received Green Communities designation? Yes

Criterion 2: Expedited Permitting
Criterion 2 is met by a municipality adopting an expedited permitting process of one year at most, under which facilities interested in locating their facility in a designated renewable zone may be sited within the municipality.

Type of expedited permitting approval received: 43D

Clean Energy Project Permitting
This table shows any changes made in FY2026 to clean energy projects on record that have been accepted for approval under the zoning for which the community received Green Community Designation.

Name	Type	Description	Status	Decision Date
{none}				

Criterion 3: Energy Use Baseline & Energy Use Reduction Plan

To demonstrate compliance with Criterion 3, municipalities must:

- *Establish an energy use baseline inventory for municipal buildings and facilities (which can include schools, water, wastewater treatment plants and pumping stations, and open space), street and traffic lighting, and vehicles; and*
- *Adopt an Energy Reduction Plan (ERP) demonstrating a reduction of 20 percent of energy use after five years of implementation.*

Community Baseline Year: FY2008

Energy Reduction Progress

Category	Baseline (FY2008)	FY2024	FY2025	FY2026
* Category Missing				
Use (MMBTU)	113			
%Diff from Baseline				
Building				
Use (MMBTU)	13,537	16,199	13,903	16,083
%Diff from Baseline		19.66%	2.70%	18.81%
Street/Traffic Lights				
Use (MMBTU)	16	13	15	16
%Diff from Baseline		-19.10%	-4.46%	0.47%
Vehicle				
Use (MMBTU)	5,179	3,280	3,803	3,695
%Diff from Baseline		-36.67%	-26.56%	-28.66%
Water/Sewer				
Use (MMBTU)	2,874	4,530	4,750	4,218
%Diff from Baseline		57.61%	65.26%	46.75%
Adjustments				
Building Stock Changes				
Regional School Districts				
Totals	**21,720**	**24,022**	**22,472**	**24,012**
% Diff from Baseline		**10.6%**	**3.5%**	**10.6%**

Energy Conservation Measures (ECMs)

Changes made to the community's ECM record for FY2026

Location	ECM Name	Status	Start Date	End Date
Gill-Montague Regional School District	Energy Conservation Workshops	Planned	6/1/2022	
Parks and Rec Fieldhouse	Unity Park Fieldhouse Weatherization	Complete	12/1/2025	7/31/2026

Top 5 Buildings per Energy Use

In FY2026, municipal operations used 24,012 MMBtu of energy. The five buildings below accounted for 63% of the community's overall energy use.

Building Name	Energy Consumption MMBtu (% of overall energy use)
1. Sheffield Elementary School	8,178 (34%)
2. Hillcrest Elementary	2,637 (11%)
3. Police Department	2,346 (10%)
4. Highway Department	946 (4%)
5. Town Hall	908 (4%)

Top 5 Buildings per Emissions

In FY2026, there were 1,663 MTCO2e emitted from municipal operations. The five buildings below accounted for 61% of the community's overall emissions.

Building Name	Emissions MTCO2e (% of overall emissions)
1. Sheffield Elementary School	543 (33%)
2. Hillcrest Elementary	192 (12%)
3. Police Department	165 (10%)
4. Highway Department	68 (4%)
5. Town Hall	54 (3%)

Top 5 Buildings per Energy Use Intensity (EUI)

Energy Use Intensity (EUI) is calculated by dividing the total energy consumed by the building in a year by the building's square footage. EUI is a measure of a building's energy efficiency – like miles per gallon for cars – and can be a good indicator of buildings needing efficiency upgrades.

Building Name	Size (Square Feet)	Energy Consumption MMBtu	EUI (kBtu per ft^2)
1. AirportItems	768	203	265
2. Police Department	10,685	2,346	220
3. Carnegie Public	2,700	351	130
4. Millers Falls Library	1,320	114	87
5. Hillcrest Elementary	34,438	2,637	77

Energy Narrative:
The Town is holding relatively steady in the energy use of its municipal operations while several energy-reducing projects are in the planning stages. A small increase in overall energy consumption has been shown over previous years, which can be attributed largely to the coldest winter in over a decade putting additional strain on our heating systems. A number of major projects have contributed to reduced energy consumption for our municipal facilities, including two recent upgrades of equipment at the Clean Water Facility which resulted in noticeable energy cost savings, building envelope improvements at the Unity Park Fieldhouse, and the installation of solar panels at Town Hall. The Town continues to evaluate opportunities to decarbonize heating equipment in its various buildings once current infrastructure reaches the end of its useful life.

Criterion 4: Fuel Efficient Vehicles

Fleet Changes for FY2026

Criterion 4 requires all departments within a Green Community to purchase fuel-efficient vehicles for municipal use, whenever such vehicles are commercially available and practicable.

Status	Model Year	Make	Model	Trim
Added +		Trailer		
Added +		Unable to Decode		
Added +	2014	Ford	Explorer	Police Interceptor Utility
Added +	2023	Ford	F-350 Super Duty	XL
Added +	2025	Ford	F-150	XL
Added +	2025	Ford	Transit	250
Added +	2025	Western Star	47X	
Added +	2025	Western Star	47X	
Added +	2026	Ford	F-350 Super Duty	
Added +	2026	Ford	F-350 Super Duty	
Added +	2026	Western Star	47X	

Has the municipality transferred any vehicles from one department to another? No

Criterion 5: Stretch Code Adoption

Criterion 5 requires that municipalities minimize the life-cycle cost of all newly constructed homes and buildings. DOER recommends communities do this by adopting the Stretch Code (225 CMR 22 and 23).

Is Stretch Code still in effect? Yes

Has the community adopted the Specialized Opt-in Stretch Code? No

How many occupancy permits were issued for new commercial construction over 100,000 sq.ft.? 0

Stretch Code Narrative:
According to our Building Inspector, builders continue to be consistently frustrated every time the Stretch code is updated. In a Town like Montague, far from the economic engine of Greater Boston, we tend to have a difficult time attracting private investment due to low rent and property values making it very challenging for developers to break even on construction costs, and Town leadership is concerned about introducing additional hurdles to make the economics of development more difficult than they already are. While adoption of the stretch code took place several years ago and is well-settled here, there is growing concern among Town officials that introducing stricter requirements through measures like the Opt-In Specialized Stretch Code would be at odds with the Town's housing and economic development goals.

Other Notes

Additional Measures Narrative:

Renewable Energy Narrative:

The report must be signed by the community's Chief Executive Officer. The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any other town unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter. Any signatures of designees will be considered an attestation that the signatory has been designated the designee by the municipality.

I confirm that I have reviewed this report and verify all information is true.

_____
Print Name

_____
Title

_____
Signature

_____
Date

8C

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

Contractor Legal Name
Town of Montague

d/b/a

Legal Address
As entered on Form W-9 or Form W-4
1 Avenue A Turners Falls, MA 01376

Contract Manager Name
Christopher Nolan-Zeller

Phone 413-863-3200 | **Fax**

Email
chrisn@montague-ma.gov

Vendor Code
VC VC6000191893

Vendor Code Address ID
e.g. "AD001". AD

Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.

COMMONWEALTH INFORMATION

Department
Executive Office of Economic Development

Mosaic Department Code
EED

Contract Manager Name
Arlene Baldwin

Business Mailing Address
1 Ashburton Place, Boston, MA 02108

Billing Address If Different

Phone (857) 319 - 5485 | **Fax**

Email
arlene.baldwin@mass.gov

Mosaic Transaction ID(s)
27MDICAPITALMONTAGUE

RFR/Procurement or Other ID Number
MDI Capital Implementation FY27

(●) NEW CONTRACT

Procurement or Exception Type (Check one option only)

- [ ] **Statewide Contract** (OSD or an OSD-designated department.)
- [ ] **Collective Purchase** (Attach OSD approval, scope, and budget.)
- [x] **Department Procurement** - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)
- [ ] **Emergency Contract** (Attach justification for emergency, scope, and budget.)
- [ ] **Contract Employee** (Attach Employee Status Form, scope, and budget.)
- [ ] **Interim Contract with new Contractor** (Attach justification for Interim Contract and updated scope/budget.)
- [ ] **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)

( ) CONTRACT AMENDMENT

Current Contract End Date *PRIOR* **to Amendment**

Amendment Amount Or Enter "No Change"

Amendment Type
Check one option only. Attach details of amendment changes.

- [ ] **Amendment to Date, Scope, or Budget** (Attach updated scope and budget.)
- [ ] **Interim Contract with Current Contractor** (Attach justification for Interim Contract and updated scope/budget.)
- [ ] **Contract Employee** (Attach any updates to scope or budget.)
- [ ] **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): $209,000

Mosaic Transaction ID(s) 27MDICAPITALMONTAGUE

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.

FY2027 capital grant award through the Massachusetts Downtown Initiative Capital Grant Program, to support downtown revitalization and public infrastructure improvements in accordance with the additional terms and conditions outlined in Attachment A, including the approved project scope, timeline, budget, and performance requirements described in Article III.

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: Awards, grants and subsidies

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 , **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 June 30 , **20** 28 , 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.		**AUTHORIZING SIGNATURE FOR THE DEPARTMENT** Signature and date must be captured at time of signature.	
Signature	**Date**	**Signature**	**Date**
Print Name	**Print Title**	**Print Name**	**Print Title**
Richard Kuklewicz	Selectboard Chair		

Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
Town of Montague	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.)

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.

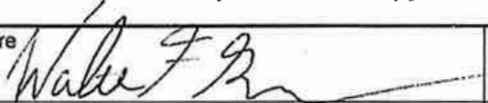
There are three types of electronic signatures that will be accepted on this form: **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Richard Kuklewicz		Selectboard Chair	413-863-3200	RichardK@montague-ma.gov

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.

I certify that I am a responsible authorized officer of 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 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.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
	July 27, 2026
Print Name Walter Ramsey	**Phone Number** 413-863-3200
Title Town Administrator	**Email Address** walterr@montague-ma.gov

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

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT
Massachusetts Downtown Initiative Capital Grant Program
FY2027 - IMPLEMENTATION GRANTS

ATTACHMENT A
Additional Terms and Conditions

ARTICLE I - Grant Agreement

A Grant Agreement ("Agreement") is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Economic Development ("EOED"), and Town of Montague ("Grantee"), jointly referred to as the "Parties," based on the Grantee's FY2027 Community One Stop for Growth application.

The following documents, collectively, are referred to as the "Contract":

1. Commonwealth of Massachusetts - Standard Contract Form;
2. Commonwealth of Massachusetts - Contractor Authorized Signatory Listing;
3. Attachment A, Additional Terms and Conditions (this document);
4. The Massachusetts Downtown Initiative Capital Grant Program FY2027 Program Guidelines; and
5. The Grantee's FY2027 Community One Stop for Growth application and supporting materials, but only to the extent consistent with the approved Project described in Article III.

EOED agrees to make Grant Funds available to the Grantee to support the financial needs identified by the Grantee in the application submitted to the Massachusetts Downtown Initiative Capital Grant Program. This grant is made subject to the terms and conditions set forth in the Standard Contract Form, documents incorporated by reference therein, and in this Agreement, in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

ARTICLE II - Definitions

"Agreement" or "Contract" shall mean the documents identified in Article I, as they may be amended, supplemented, or restated from time to time.

"Contract Manager" shall mean the EOED staff member assigned to administer and monitor the Contract.

"Director" shall mean the EOED Assistant Secretary, Director, or designee responsible for administration of the MDI Capital Program.

"Eligible Cost" shall mean an actual, reasonable, necessary, and properly documented cost that is within the approved scope and budget, incurred during the authorized Contract performance period, and otherwise eligible under the Contract and MDI Capital Program requirements, as identified in Article III.

"Grant Application" shall mean the FY2027 Community One Stop for Growth application submitted by the Grantee for the Project, including required attachments and any supplemental information accepted by EOED.

"Grant Funds" shall mean funds disbursed by EOED to reimburse the Grantee for Eligible Costs pursuant to the Contract.

"Maximum Obligation" shall mean the maximum amount of Grant Funds that EOED may reimburse to the Grantee under the Contract, as set forth in Article III.

"MDI Capital Program" or "Program" shall mean the grant program authorized by Line Item 7002-8075 in Chapter 238 of the Acts of 2024, and any continuation of the grant program based on future availability of funds.

"Project" shall mean the approved implementation project described in Article III, including only those components expressly identified as grant-funded or required to complete the approved scope.

"Project Site" shall mean the publicly owned land, public right-of-way, public facility, or other approved public property interest identified in Article III on or within which the Project will be performed.

"Required Match" shall mean the cash match, if any, identified in Article III and required as a condition of the award.

"Scheduled Drawdown Dates" shall mean the expenditure and reimbursement milestones identified in Article III.E.

"Secretary" shall mean the Massachusetts Secretary of Economic Development or an authorized designee.

ARTICLE III - Project Scope and Budget

Project Name	Accessible Avenue A
Maximum Obligation	$209,000.00
Required Match	N/A
Total Project Budget	$209,000.00
Contract Performance Period	Contract Effective Date – June 30th, 2028

This Agreement shall commence on date of contract execution and terminate upon the successful conclusion of the Contract Performance Period.

A. Description and Ownership of the Project Site

All work is expected to take place within the Town's right-of-way along Avenue A in downtown Turners Falls, specifically along the block from 102-112 Avenue A.

Grant-funded physical improvements shall be limited to eligible public property. Improvements to privately owned property, including improvements to privately owned leasehold space, are not eligible for reimbursement under this Contract.

B. Approved Project Description and Scope of Work

The project includes demolition, site preparation, grading, concrete ramps, concrete stairs, concrete landings, brick paver restoration, custom railings, and associated site improvements in accordance with plans and specifications previously prepared by Berkshire Design Group.

The scope of work for the construction contractor will include:

1. General Mobilization
    - Mobilization
    - Bonding
    - Allowance for Police Details
2. Demolition
    - Site prep
    - Erosion controls
    - Demolition

3. Earthwork / Site Preparation
    - Excavation
    - Gravel base prep
4. Paving & Site Improvements
    - Installation of concrete ramps and stairs
    - Concrete flatwork
    - Brick pavers
    - Custom railings

All components of the project are designed to stylistically blend with the surrounding streetscape, including adjacent blocks which have seen the installation of similar ramps.

The grant will fund all related earthwork and site preparation, paving and site improvements, and a portion of demolition. This work includes 750 sf of excavation and gravel base prep, 45 cy of concrete ramps and stairs, 300 sf of concrete flatwork, 100 sf of brick pavers, and 175 lf of custom railings.

Tasks being funded by the local match include all related engineering and construction administration costs, mobilization, bonding, allowance for police details, and a portion of the site prep, erosion controls, and demo work.

Any pre-development, design, engineering, permitting, bidding, or construction administration cost is eligible only if expressly included in the approved scope and budget and directly supports the eligible implementation project described above.

C. Project / Construction Timeline

Phase/Milestone	**MM-YYYY**
Pre-Development - 25% Design	09-2024
Pre-Development - 50% Design	09-2024
Pre-Development - 75% Design	11-2026
Pre-Development - 100% Design	12-2026
Pre-Development - Permitting Complete	12-2026
Pre-Development - Bid Plans and Specifications Complete	01-2027
Pre-Development - Design, Survey, and Engineering Complete	01-2027
Pre-Development - Bids Opened	02-2027
Pre-Development - Bidding Complete	02-2027
Construction - Mobilization	03-2027
Construction - 25% Complete	04-2027
Construction - 50% Complete	04-2027
Construction - 75% Complete	05-2027
Construction - 100% Complete	06-2027

D. Project Budget

Spending Category Line Item	MDI Capital Grant Funds	Grantee Funds
Design / Engineering / Bidding	$0.00	
Demolition/Remediation	$7,400.00	
Mobilization/Demobilization	$0.00	
Water/Sewer/Drainage (include pump stations)	$0.00	
Utility Relocation	$0.00	
Roadways (include paving, markings, etc.)	$0.00	
Signage and Wayfinding	$0.00	
Sidewalks/Curbing/Streetscapes (include fencing, etc.)	$201,600.00	
Electrical/Lighting (street lights and traffic signals)	$0.00	
Bridges/Culverts	$0.00	
Contingency	$0.00	
Other:	$0.00	
Other:	$0.00	
Construction Administration/Project Management	$0.00	
Traffic Control/Public Safety Details	$0.00	
Other: (write in specific line purpose here)	$0.00	
Other: (write in specific line purpose here)	$0.00	
Grand Total	**$209,000.00**	

Required Match source(s) and status:

N/A

Grantee shall provide a 1 to 1 cash match for awards above $250,000, as identified above.

E. Funds Drawdown / Reimbursement Schedule

Period / Quarter Ending	Grant Funds Expected to be Incurred
12/31/2026	$0
03/31/2027	$0
06/30/2027	$209,000
09/30/2027	$0
12/31/2027	$0
03/31/2028	$0

The Scheduled Drawdown Dates are planning and fiscal-management milestones. The Grantee shall notify the Contract Manager promptly if actual expenditures materially differ from this schedule. Grant funds cannot be extended or renewed past the end of FY2028, which occurs on June 30, 2028.

ARTICLE IV - Grant Administration

A. Project Management

The Director shall oversee the MDI Capital Program on behalf of EOED. The Contract Manager shall serve as the Grantee's primary EOED contact for Contract administration, reimbursement, reporting, scope questions, and approvals.

B. Use and Disbursement of Grant Funds

1. EOED shall disburse Grant Funds solely on a cost-reimbursement basis for Eligible Costs incurred in connection with the Project, in an aggregate amount not to exceed the Maximum Obligation. Reimbursement shall be only for approved work completed and/or approved items purchased for the Project.

2. No expense incurred before the authorized start of the Contract performance period is eligible for reimbursement. The Grantee shall not rely on any notice of award or other communication as authorization to incur reimbursable obligations before the Effective Date or any later start date stated on the Standard Contract Form.

3. Reimbursement requests shall be submitted quarterly as costs are incurred, using forms and procedures specified by EOED. Each request shall include invoices and other supporting documentation sufficient to establish the nature, amount, eligibility, and Project relationship of each cost, together with proof of payment, procurement records, progress documentation, or other materials requested by the Contract Manager.

4. The Contract Manager may disallow ineligible, unsupported, duplicative, or otherwise noncompliant costs and may withhold approval of a reimbursement request that is incomplete or incorrect. EOED will notify the Grantee of a disapproved or deficient request and may provide an opportunity for correction where appropriate.

5. Grant Funds scheduled to be spent within a particular fiscal year (ending on June 30) must be posted in the state's accounting system and disbursed no later than August 31 each year. In no event will EOED be able to provide reimbursement for any expenses in the fiscal year, after this date. In order to allow enough time for processing and for meeting the deadline, all final reimbursement requests for the fiscal year must be submitted to the Contract Manager, as soon after the close of the fiscal year as possible, but not later than July 31. Requests that are submitted after this date will require a detailed justification for the delay and be subject to additional review and approval by EOED. EOED reserves the right to reject late invoices. It is the responsibility of the Grantee to meet deadlines and ensure that all applicable requests are submitted in the corresponding fiscal year. EOED will not accept or be obliged to consider requests seeking reimbursement for expenses from any previously closed fiscal year.

C. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of Project information and representations contained in the Grant Application and Contract. The Grantee shall provide any information or documentation EOED reasonably requests for this purpose.

2. No Obligation to Increase Budget. EOED has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Grantee to cover any and all cost overruns and secure any and all additional funding necessary for the Project.

3. Required Match. If Article III identifies a Required Match, the Grantee shall provide and document the match in the amount and from the source(s) approved by EOED. Failure to provide the Required Match may result in a material breach of this Agreement.

4. Drawdown Deadlines. The Grantee shall incur Project expenses and submit reimbursement documentation on a timeframe that permits Grant Funds to be reimbursed substantially in accordance with the Scheduled Drawdown Dates in Article III.E. **Failure by the Grantee to request reimbursement for the full amount of an expected Scheduled Drawdown Date that corresponds with the end of a fiscal year (June 30) may be deemed a material breach of this Agreement authorizing EOED to exercise rights and remedies set forth in Article VI, including without limitation the revocation of the Grant.**

5. Scope, Site, Schedule, and Budget Changes. The Grantee shall obtain EOED's prior written approval before making any material change to the approved Project Scope, Project Site, ownership or control of the Project Site, major design, Project Completion Date, funding plan, or budget allocation. Any change requiring a formal Contract Amendment must be fully executed before affected costs are incurred.

6. Remaining Balance and Overpayments. The Grantee has no right to unspent Grant Funds. Any amount paid in excess of eligible, documented Project costs, or otherwise determined by EOED to be an overpayment, shall be returned to EOED within 5 business days upon written demand.

7. Permitted Expenditures. All Grant Funds awarded pursuant to this Agreement shall be expended exclusively on the Project Scope and Budget set forth in Article III. Grantee acknowledges and agrees that expenditure of Grant Funds for any other purpose, in addition to being a material breach and Event of Default of this Agreement, shall be deemed to be a false claim and misappropriation of public funds, giving rise to civil and criminal liability under applicable federal and state laws, including but not limited to the Massachusetts False Claims Act, M.G.L. c. 12, §§ 5A-5O.

8. No Duplicate Reimbursement. The Grantee shall not request reimbursement from EOED for any cost that has been or will be reimbursed by another funding source. The Grantee shall promptly disclose any change in other funding sources that affects the Project budget or Required Match.

9. No Arbitrage. For funds that are received on a cost reimbursement basis, for which the Grantee invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Grantee must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.

ARTICLE V - Obligations of the Grantee

A. General Obligations of the Grantee

1. Timely commence the Project and diligently pursue it to completion in accordance with Article III.
2. Ensure compliance with all applicable local, state, and federal laws, regulations, permits, orders, and approvals.
3. Obtain and maintain all permits, licenses, easements, site-control documents, procurement approvals, and other authorizations necessary to carry out the Project.
4. Submit complete reimbursement requests and supporting documentation in accordance with Article IV.
5. Submit timely and complete Project progress reports on a schedule and in a form specified by EOED, including updates on schedule, budget, procurement, construction status, risks, and changes.
6. Promptly notify the Contract Manager of any material delay, cost increase, funding shortfall, procurement issue, site-control issue, litigation or claim, or other circumstance that may affect the Project or the Grantee's ability to comply with the Contract.

7. Cooperate fully and promptly with reasonable EOED requests for information, documentation, site access, Project meetings, or monitoring.
8. Ensure that all representations made by the Grantee in the Contract remain true and correct in all material respects or promptly disclose any material change.
9. Implement the maintenance plan described in the Grant Application and remain responsible for maintaining the grant-funded improvements in a safe, functional, and presentable condition after Project completion.
10. Provide Project closeout information and outcome data requested by EOED, which may include information concerning downtown commercial vacancies, pedestrian activity, local business activity, nearby housing, and other Program performance measures.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.1 above, the Grantee shall comply, and ensure that it its contractors comply, with the legal requirements set forth below.

1. The Grantee shall follow its legally required procurement process and shall comply with M.G.L. c. 30, § 39M; M.G.L. c. 30B; M.G.L. c. 149; M.G.L. c. 7; and other public procurement, public construction, labor, accessibility, and contracting requirements, in each case to the extent applicable to the Project.
2. The Grantee shall use diligent efforts to ensure that contractors and subcontractors performing Project work comply with applicable state and federal employment laws and regulations, including requirements concerning worker classification, minimum wages, unemployment insurance, workers' compensation, and child labor.
3. The Grantee shall ensure, to the extent required by law or Commonwealth contracting policy, that contractors and subcontractors are not suspended or debarred and satisfy applicable responsibility and eligibility requirements.
4. Grantee shall exercise complete management and oversight responsibility of the Project and expenditure of Grant Funds, regardless of whether the Grantee uses contractors, consultants, partner organizations, or other third parties to perform any portion of the Project and agrees that the Commonwealth's provision of state funding under the Contract shall not in any way be construed as assuming responsibility or liability by the Commonwealth.

C. Signage and Public Acknowledgment

If signage is erected at or near the Project Site identifying the Project or its funding, such signage shall acknowledge grant support from the Commonwealth of Massachusetts and/or the Massachusetts Downtown Initiative Capital Grant Program in a form reasonably acceptable to EOED. The Grantee shall follow any branding or acknowledgment guidance provided by EOED.

D. Project Closeout

Upon completion of the Project, the Grantee shall submit its final reimbursement request, a completed EOED closeout form, final expense documentation, photographs or other evidence of completed work, and any final outcome or performance data requested by EOED. The closeout submission shall certify that the approved grant-funded scope has been completed, identify any approved deviations, and confirm that the Grantee has no additional Project expenditures for which it expects reimbursement under the Contract.

ARTICLE VI - Breach, Mitigation, and Remedies

A. Remedies for Material Breach

If the Grantee breaches a material term of the Contract, EOED may, in its sole discretion:

1. Suspend, withhold, or rescind the payment of Grant Funds;
2. Recapture all or part of the Grant Funds previously paid;
3. Condition, suspend, or terminate the Contract;
4. Require a corrective action plan or other mitigation reasonably related to the breach; or

5. Declare the Grantee ineligible for future EOED program participation to the extent authorized by law and applicable program policy.

EOED's rights and remedies set forth herein are not exclusive and do not preclude other remedies available to EOED at law or in equity. Any failure of EOED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

It shall be a material breach if the Grantee fails to commence or diligently pursue the Project in substantial accordance with Article III, or fails to complete the approved scope by the Project Completion Date, unless EOED has approved a revised schedule in writing. EOED may suspend the Grant by written notice. Unless EOED determines that a shorter period is required by law, safety, fiscal-year deadlines, or other material circumstances, the Grantee shall have up to sixty (60) days from receipt of the notice to cure the breach or demonstrate to EOED's satisfaction that the Project is in compliance or subject to an approved corrective action plan.

C. Unauthorized or Ineligible Costs

If EOED determines that Grant Funds were used for costs outside the approved scope, private-property improvements, pre-Effective-Date expenses, duplicate reimbursements, or other ineligible costs, EOED may disallow the cost and require repayment of the affected Grant Funds within the timeframe stated in EOED's written demand.

D. Completion of the Project After Termination

If the Contract is terminated before Project completion, the Grantee shall, upon request, provide EOED with Project-related materials owned or controlled by the Grantee, including plans, specifications, studies, analyses, reports, procurement materials, and other work product, subject to applicable law and the Commonwealth Terms and Conditions. The Grantee shall reasonably cooperate with EOED regarding closeout, protection of completed work, and disposition of any remaining Project obligations.

E. Post-Completion Maintenance and Operation; No Transfer

Upon completion of the Project, the Grantee shall maintain and operate the Project infrastructure, and for a period of thirty (30) years following the date of this Grant Agreement, the Grantee shall not sell, convey, lease or otherwise transfer the ownership or control of the Project infrastructure except with the prior written approval of EOED, which approval EOED may grant, condition or deny in its sole discretion. The Secretary, in his/her sole discretion, may recoup previously paid Grant Funds to the Grantee if the Grantee sells or otherwise conveys ownership of the Project or any portion thereof in violation of this section. This section shall survive the expiration or earlier termination of this Grant Agreement.

ARTICLE VII - Notice

Unless otherwise explicitly set forth in the Contract, all formal notices or other communications required or permitted under the Contract shall be in writing and delivered by a method evidencing actual receipt, addressed as follows, or to such other address or contact as a Party may designate in writing:

To EOED:

Massachusetts Downtown Initiative Capital Grant Program
Executive Office of Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108
Attn: Alexandra Puleo
Email: Alexandra.Puleo2@Mass.gov

To Grantee:

Town of Montague
Attn: Richard Kuklewicz
1 Avenue A
Turners Falls, MA 01376
Email: richardk@montague-ma.gov

ARTICLE VIII - Miscellaneous

A. Authority

Each Party executing the Contract represents that it has full authority and legal power to do so and that the person executing the Contract on its behalf is authorized to bind that Party.

B. Amendment, Modification, and Waiver

Any request to waive, modify, or discharge a material Contract term must be submitted in writing to EOED. Any Contract Amendment required by the Standard Contract Form or Commonwealth policy shall be in writing and executed by authorized representatives of the Parties. No oral waiver, change, or discharge is effective.

C. Other

1. **Severability.** If a court of competent jurisdiction holds any provision of the Contract unenforceable, that decision shall not affect the remaining provisions.
2. **Interpretation.** Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole unless the context otherwise requires. The singular includes the plural and vice versa as the context requires.
3. **Applicable Law.** The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
4. **Counterparts.** The Contract may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one agreement.
5. **Entire Agreement.** The Contract embodies the agreement and understanding of the Parties with respect to the Project, subject to the order of precedence and incorporated documents established by the Standard Contract Form and applicable Commonwealth Terms and Conditions.
6. **No Assignment**. Neither this Contract nor the Grant Funds awarded by EOED to the Grantee shall be assignable or transferable by the Grantee to a third party, except as authorized by EOED in its sole and reasonable discretion.
7. **Public Records**. All data, materials, documentation, responses, or information submitted by the Grantee to EOED are subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 1 and to c. 4, §7(26).

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Commonwealth of Massachusetts

Executive Office of Economic Development

1 Ashburton Place, Room 2101, Boston, MA 02108

Massachusetts Downtown Initiative Capital Grant Program "MDI Capital"

FY2027 Program Guidelines

For more information and application: Mass.gov/OneStop
Application Deadline: **June 3, 2026**

Version: January 2026

Massachusetts Downtown Initiative Capital Grant Program
FY27 Program Guidelines

I. INTRODUCTION

A. About the Program

The Massachusetts Downtown Initiative Capital Grant Program ("MDI Capital") strengthens the economic and cultural vitality of the Commonwealth's downtowns, village centers, and main streets by investing in vibrant, livable centers that attract residents, stimulate business activity, and promote equitable regional growth. Building on the foundation of the original MDI Technical Assistance program, MDI Capital helps municipalities transform their downtowns into thriving, walkable, and inclusive destinations. Through a combination of design and implementation grants, the program advances both local and statewide economic development priorities by reducing vacancies, increasing pedestrian activity, and fostering resilient, business-friendly districts that enhance quality of life and reinforce Massachusetts' reputation as an exceptional place to live, work, and invest.

NOTE: These Guidelines are subject to final capital program design approval and appropriation and will be updated to reflect any revisions upon finalization.

II. PROGRAM REQUIREMENTS

A. Program Highlights

Applicant Eligibility	Municipal Governments and Other Public Organizations
Eligible Communities	All Massachusetts Cities and Towns
Project Focus	**Planning:** • Downtown/Village Center Improvement Plan • District Management Creation **Implementation:** • Public Realm & Streetscape Improvements • Wayfinding & Signage Improvements • Public Facilities & Gathering Spaces Improvements
Grant Type	Cost reimbursement
Grant Award Range	**Planning Grants**: Up to $100,000. **Implementation Grants**: Up to $250,000.

	Requests up to $500,000 may be considered with evidence of a 1:1 cash match on any amount above $250,000.
Funding Available	Subject to appropriation
Project Duration	Proposed grant-funded scopes of work should be completed within 18 months of grant award (that is, by early 2028)

B. Eligible Applicants and Projects

Any Massachusetts city of town, acting by and through its municipal officers or by and through an agency designated by such municipal officers to act on their behalf, or any local public entity, may apply to the program for a grant. The public organization is encouraged to apply in partnership with their local Business Improvement District (BID), as applicable.

Eligible uses of program funds fall into two categories, Planning Grants and Implementation Grants. Each category is further defined below.

Capital Planning Grants

MDI Capital Design Grants support communities in developing action-oriented plans to guide public investment in their downtown or village centers. These grants help communities identify and apply strategies to help drive foot traffic, attract private investment, support small business and ultimately create lively, welcoming places for people to live, work, and visit.

Specifically, the purpose of these grants is to purchase professional services, such as consultants, lawyers, architects, and/or engineers. Reflecting the program's authorizing language, this includes hiring consultants for technical assistance to develop, sustain or strengthen business districts, town centers, commercial corridors, cultural districts or other walkable mixed-use areas.

The strongest applications in this category will 1) explain how the grant project builds upon a strong foundation of past studies and/or public input, and 2) focus on generating specific, actionable plans that represent a targeted phase of development.

Specifically, MDI Capital Planning Grants support the following project focus areas:

- Downtown/Village Center Improvement Plans: Strategic documents identifying actionable, project-based opportunities for capital investment and/or growth within a geographically delineated downtown or village center.

  This may include design and engineering services required for a construction or renewal project that would be eligible for funding under an MDI Capital Implementation Grant (below). Projects in this category must build upon pre-

existing analysis and exploration of challenges, barriers, strategies, and actions, such as those outlined in a Local Rapid Recovery Plan, to develop tactical and strategic project plans that help communities achieve their downtown revitalization goals.

- District Management Creation: Documents outlining a strategy, financial plan, and steps to establish and operate entities such as Business Improvement Districts (BIDs), Parking Management Districts, Cultural Districts, etc.
  These projects should incorporate the creation of relevant legal, governance, and business documents to carry out the plan. For example: BID petitions, Bylaws and Articles of Organization, and applications for tax-exempt status.

Capital Implementation Grants

MDI Capital Implementation Grants provide funding for projects that bring downtown and village center plans to life through strategic, high-impact capital improvements. These investments enable communities to translate planning into action, creating more active, attractive, and economically vibrant downtown areas.

Please note that these grants may include pre-development work conducted as part of one of the project types below.

Specifically, the MDI Capital Implementation Grants supports the following project focus areas:

- Public Realm & Streetscape Improvements: Capital investments improve pedestrian experience, such as sidewalk updates, lighting installations, plaza renovations, and other streetscape elements that improve accessibility, safety, and overall pedestrian experience.
- Wayfinding & Signage Improvements: Production and installation of physical signage and wayfinding systems, incorporation of downtown branding elements, gateway features, and navigational signage.
- Public Facilities & Gathering Spaces: Improvements to public areas that attract pedestrians to the downtown area, including parklets, outdoor stages, cultural or community venues, etc.

C. Grant Payment

This is a cost-reimbursement grant. Funds will be distributed following documentation of approved expenses, based on scope of work contained in a fully executed contract.

D. Non-Eligible Use of Funds

MDI Capital grant funds **may not** be used to pay for the following:

- Operating costs, such as payroll, rent, food, etc.

- Improvements to private property
- Expenses incurred prior to grant period
- Landscaping
- Vehicle Leases or Purchases

E. Outcomes and Impact

In keeping with the purpose of the MDI Capital grant program, EOED prioritizes applications that anticipate how proposed plans and improvements will attract residents, stimulate business activity, and promote equitable regional growth.

Grant awardees will measure and report on the impact of the project in the following ways:

- Change in commercial vacancies within project areas
- Sales or meals tax receipts within municipality
- Change in downtown foot traffic
- Number of housing units within ½ mile of project areas
- Population growth in municipality

The most competitive applications will address how the project, if funded, would specifically affect the metrics above. Baseline data, except for current municipal population, should be provided where available.

III. APPLICATION AND EVALUATION

A. The Community One Stop for Growth

The Massachusetts Downtown Initiative Capital Grant Program is part of the Community One Stop for Growth, a single application portal and collaborative review process of community and economic development grant programs that make targeted investments based on a Development Continuum. It is designed to allow applicants to apply for consideration of multiple sources of funding to support multiple phases and facets of a project. For more information, including key dates, frequently asked questions, and instructions on submitting an Expression of Interest and Full Application, please visit www.mass.gov/onestop.

The One Stop Full Application is organized into the following sections:

- Form 1 – Applicant Information
- Form 2 – Project Information
- Form 3 – Certification of Application Submission Authority

Additional Information

- For information on the One Stop, including key dates, frequently asked questions, and instructions on submitting an Expression of Interest and Full Application, please visit www.mass.gov/onestop.
- The Expression of Interest is an optional, but highly recommended form that allows an applicant to seek guidance from the One Stop partner agencies. Applicants are encouraged to submit an Expression of Interest prior to starting their Full Application(s). Visit the One Stop Expression of Interest webpage for more information and access to the Expression of Interest form.
- All applications must be submitted electronically. The online application portal, IGX, can be accessed at https://eohed.intelligrants.com. An online webinar outlining the use of the system will be available on the site. The application form template and link to the portal will also be available on the One Stop webpage.
- It is the responsibility of the applicant to be aware of all requirements and deadlines, and to ensure that their application is complete and submitted on time. All applications will be logged as to date and time received and kept on file as public record. Late submissions will not be considered.
- EOED reserves the right to request additional information from the applicant or external sources as may be necessary in order to complete the application review. EOED also reserves the right to recommend partial grant awards, as deemed appropriate.

B. Application Evaluation and Scoring Overview

Applications will be reviewed to determine overall consistency with the goals of the Executive Office of Economic Development (EOED) and the Commonwealth of Massachusetts, as well as the impact on downtown area revitalization efforts.

EOED will evaluate all MDI Capital applications based on the following:

- **Project Need**
  The applicant should clearly demonstrate the specific challenges and/or opportunities within the project area and explain why the proposed project is necessary to address them. Strong applications will identify existing conditions and describe how the project directly responds to these issues to strengthen downtown vitality, support small businesses, and enhance overall quality of place.
- **Anticipated Outcomes & Impacts**
  The application should clearly show how the project will contribute to the vitality of the downtown. Strong proposals will demonstrate the potential to stimulate business activity, attract visitors and investment, and reduce vacancies while enhancing the appearance, accessibility, and functionality of downtown spaces.
- **Achievable Project Timeline**

Projects must be realistic and achievable within the program's required timeframe (that is, completed within 18 months of award). Preference will be given to projects that can demonstrate a clear path to timely completion.

- **Ability To Execute & Leadership**
  Applicants must demonstrate sufficient capacity to successfully deliver the proposed project. Proposals should provide evidence that the applicant has a team and/or partnerships in place to effectively carry out the project within the grant period.
- **Reasonable Funding Request**
  Reviewers will consider whether the requested grant amount is appropriate relative to the project scope, scale, and anticipated outcomes. Budgets should be complete, well-documented, and cost-effective, demonstrating efficient use of public funds. Projects whose costs have already been estimated by potential vendor(s) will be more competitive. Although not required, projects that leverage matching funds will be viewed favorably.
- **Equity and Opportunity**
  The project promotes equity and opportunity on both a state and local level. The most competitive applications will come from a municipality with a median household income that is equal to or less than the statewide median, demonstrate that the community engagement process has been inclusive of all municipal demographic groups, and specifies measurable equity-oriented outcomes.
- **Demonstrated Local & Private-Sector Commitment**
  Demonstrate that there is buy-in and support from the local businesses, residents, and building owners that will be directly impacted by the improvements.

MDI Capital Implementation Grants will be judged on the following additional criteria:

- **Alignment with Community Plans**
  The application should show that the proposed improvements are components of a clear community strategy for downtown revitalization. The project should be supported by a community planning process, such as a comprehensive plan, a Local Rapid Recovery Plan (LRRP), a downtown/village center plan, etc.
- **Project Readiness**
  Projects should be ready to proceed immediately following an award. The applicant should demonstrate that the proposed project is clearly defined and supported by the planning, design, and staff capacity necessary to ensure successful completion.
- **Long-Term Sustainability & Maintenance Plan**

The applicant should demonstrate that the municipality has the capacity to maintain the improvements funded through the grant to ensure that the impact of the project has lasting effect.

Award Decisions

Applicants that are approved for funding will receive a commitment letter outlining the grant amount and any conditions of the award. All awards are subject to annual state budget appropriation and contingent upon full execution of a contract. Applicants that are not recommended for funding during the round will also be notified in writing, and invited to request feedback about their proposal, if interested.

Location Within Community One Stop for Growth Development Continuum

MDI Capital Grants are part of the Planning and Zoning category of the Community One Stop development continuum.

MDI Capital Implementation Application Packet

FULL-FY27-Montague-Montague-Accessible -00881*

Formatted for reviewer use from the application response spreadsheet. Each spreadsheet field is included once; budget and timeline fields are converted into tables.

Program Limit Flag: No automatic grant limit flag triggered.

Applicant and Project Snapshot

Document Name	FULL-FY27-Montague-Montague*-Accessible -00881
Community	Montague
Organization	Montague
Public Type	Municipality
EOED Region	Pioneer Valley
Gateway City	N/A
Rural Community	Rural
MBTA Community	No
Project Name	Accessible Avenue A
Project Type	Downtown Improvements to Support Growth
Project Focus	Streetscape Improvements
Project Abstract	Grant would support the construction of ADA-compliant ramps along a block of the Town's main commercial corridor that currently lacks accessibility. The storefronts at 102-112 Avenue A include an art gallery, record shop, convenience store, and café, all of which are part of the local community of small businesses that act as the heartbeat of downtown Turners Falls.

Project Need

Project Narrative

Avenue A is the main commercial corridor of downtown Turners Falls, serving as the village's "Main Street." A once-booming industrial village situated along the Connecticut River known for manufacturing paper, textiles, cutlery, and various other goods, Turners Falls, like many industrial communities in the region, began experiencing several decades of economic decline by the mid-20th Century. For many years, downtown was plagued by vacant storefronts, boarded-up buildings, and a general sentiment that this was a dying community without much to offer new residents, tourists, or investors.

Recent years have seen a sea change in perceptions of downtown Turners Falls. The vacant storefronts have largely been replaced by popular restaurants, art galleries, and eclectic new stores interspersed with long-standing businesses that have served as downtown landmarks for multiple generations. The village now has a reputation as a hip, artsy destination, while still maintaining its small-town character and walkability.

Not only has substantial private investment occurred in the form of new businesses coming to Town, but the downtown area has also benefitted from significant public investment from local, state, and federal sources in the past decade. These investments have included streetscape improvements along several blocks of Avenue A, the ongoing removal of abandoned former mill buildings along the riverfront, renovations to the beloved (and highly active) Town-owned performance venue known as the Shea Theater, the establishment of a new pocket park along Avenue A known as Spinner Park, the creation of Franklin County's first skate park just a block away at Unity Park, and the continued investment in several historic downtown buildings that are publicly owned by either the Town or the Franklin County Regional Housing & Redevelopment Authority.

This project seeks to fill a remaining gap that will complete the pedestrian network's compliance with accessibility goals.

Scope of Work

The project includes demolition, site preparation, grading, concrete ramps, concrete stairs, concrete landings, brick paver restoration, custom railings, and associated site improvements in accordance with plans and specifications previously prepared by Berkshire Design Group.

The Town will enter into a contract for bidding and construction administration services. Bidding assistance includes the assembling of final bid documents, assistance with advertising, accepting, and reviewing construction bids, holding an on-site pre-bid meeting, and the issuance of a bid tabulation and recommendation for contract award. Construction administration services include assistance with organizing a project kickoff meeting with the contractor, overseeing the construction work, performing quality-control examinations with a weekly field report to the Town, holding weekly project meetings to discuss ongoing work status, review of shop drawings and submittals before recommending approval by the Town, review of all contractor pay requisitions before the Town issues payment, and assistance with documents needed for project closeout.

The scope of work for the construction contractor will include general mobilization, site prep, erosion controls, and demolition, excavation and gravel base prep, and the installation of concrete ramps and stairs, concrete flatwork, brick pavers, and custom railings, all of which will stylistically blend with the surrounding streetscape, including adjacent blocks which have seen the installation of similar ramps.

Anticipated Outcomes and Impacts

Anticipated Outcomes

The project will remove an accessibility barrier within downtown Turners Falls by providing ADA-compliant access along a key segment of Avenue A. This is one of downtown's most vibrant commercial blocks, but its inaccessibility means some residents are excluded. The improvements will enhance mobility, safety, and independence for residents and visitors with disabilities, older adults, families with strollers, and others who benefit from accessible pedestrian infrastructure.

By improving access to downtown businesses, restaurants, services, community facilities, and cultural destinations, the project will support continued economic activity within the commercial district. The improvements will also strengthen connections between existing housing, public transportation, employment opportunities, and local businesses. More broadly, the project advances the Town's goal of creating a welcoming and inclusive downtown where all residents and visitors can participate fully in community life.

Impact Field	Application Response
Project Area: Market Rate Housing Units	800
Project Area: Affordable Housing Units	200
Project Area: Total Housing Units	1, 000
Project Area: Businesses	4
Project Area: Commercial Vacancies	0

Achievable Project Timeline

Project Implementation Timeline

This is a small project without extensive work needed before construction begins. No local approvals are anticipated, as the project location sits entirely within the Town's right-of-way and is not anticipated to include any alterations to buildings, electrical work, or other activities that would require permits. If awarded, the Town would be able to quickly enter into the contract for bidding and construction administration, with final bid documents based on the site layout plan and grading and utilities plan completed by Berkshire Design in July 2024. It is assumed that contracting for bidding and construction administration, as well as the release and advertising of final bid documents, could together be completed over the course of one month. Assuming a one-month bidding window and no more than four months of construction, the entire project could comfortably be completed within six months of receiving a funding award.

Milestone	Start Date	End Date / Completion Date
Design / Engineering / Permitting	January 1, 2027	January 29, 2027
Bidding Open / Close	February 1, 2027	February 26, 2027
Construction Start	March 1, 2027	*Blank*
50% Construction	*Blank*	April 30, 2027
Construction Complete	*Blank*	June 30, 2027

Ability to Execute and Leadership

Progress to Date

The Town has completed the planning and design work necessary to advance this project to construction. Through ongoing evaluation of pedestrian infrastructure within downtown Turners Falls, the Town identified a remaining accessibility gap along Avenue A where ADA-compliant wheelchair ramps are not currently provided. Engineering and design have been completed, and construction cost estimates have been prepared.

The project builds upon years of municipal planning efforts focused on pedestrian safety, accessibility, downtown revitalization, and economic development. The Town has invested staff time and local resources in project development, coordination, and grant preparation to position the project for implementation. Because design work is complete, the project is construction-ready and can proceed quickly upon receipt of funding, allowing grant dollars to be translated directly into visible public improvements.

Leadership and Ability to Execute

The project will be managed by the Town of Montague through a collaborative effort involving the Selectboard Office, Department of Public Works, and Planning Department. The Town has extensive experience delivering state and federally funded infrastructure, transportation, accessibility, and downtown improvement projects, including streetscape, Complete Streets, transportation, and public facilities projects.

Project design has already been completed by qualified engineering professionals at Berkshire Design Group, reducing project risk and positioning the Town to move efficiently into procurement and construction. The Department of Public Works will oversee construction administration and long-term maintenance of the completed improvements. With established procurement procedures, experienced staff, and a proven track record of successful grant implementation, the Town is well-positioned to deliver the project within the grant period and budget.

District Management Models

Designated Cultural District

Reasonable Funding Request

Grant Request	$208, 950
Applicant Match	$139, 270
Other Match	*Blank / not provided*

Budget Category	Funding Request
Budget - Consultants/Prof Fees	*Blank*
Budget - Meeting Expenses / Events	*Blank*
Budget - Construction Admin	*Blank*
Budget - Construction	$208, 950
Budget - Other / Miscellaneous	*Blank*

Equity and Opportunity

Community Description and Engagement Plan

Downtown Turners Falls serves as the commercial, cultural, and civic center of Montague and attracts residents and visitors from throughout the region. Avenue A contains businesses, restaurants, public facilities, cultural venues, housing, and community gathering spaces that are intended to be accessible to all members of the public.

This project advances equitable access by addressing barriers that disproportionately affect people with disabilities, older adults, individuals with mobility limitations, and families navigating downtown on foot. The need for accessible infrastructure has been identified through the Town's ongoing engagement with residents, businesses, community organizations, and accessibility advocates. Because the project improves access to existing public spaces and commercial destinations, its benefits will be broadly shared across the community while helping ensure that historically underserved populations can more fully participate in downtown activities.

Age Friendly Practices

Yes

Age Friendly Practices Explain

This project advances the goals of ReiMAgine Aging 2030 by improving accessibility, mobility, safety, and quality of life for older adults and individuals with disabilities. The proposed ADA-compliant wheelchair ramps will eliminate an existing gap in the accessible pedestrian network along Avenue A. By providing a continuous accessible route between businesses, restaurants, public gathering spaces, and community services, the project will support independent mobility, reduce barriers to participation in community life, and help residents age in place. The improvement will benefit older adults, wheelchair users, individuals with limited mobility, parents with strollers, and others who rely on accessible infrastructure to safely navigate downtown. As a highly walkable village center, Turners Falls serves as an important destination for social connection, commerce, and civic activity, and this project will help ensure those opportunities are accessible to all residents.

Demonstrated Local and Private-Sector Commitment / Plan Alignment

Relation to Other Projects

Yes

Relation to Other Projects Explain

The project directly complements numerous public and private investments that have contributed to the revitalization of downtown Turners Falls over the past decade. These include streetscape improvements along Avenue A, investments in the Shea Theater, development of Spinner Park, increased amenities at Unity Park, redevelopment of downtown buildings, and the attraction of new businesses and cultural destinations to the commercial district.

Environment - Environmental Sustainability	The project promotes environmental sustainability by improving pedestrian accessibility and supporting walkability within an existing village center. By enhancing access to businesses, services, cultural destinations, and community amenities located within walking distance of nearby housing, the project encourages trips that can be made without reliance on personal vehicles. Because the project consists of targeted improvements within an already-developed streetscape corridor, construction impacts will be limited and no significant new impervious surface will be created. The Town will incorporate sustainable construction practices where feasible and will require compliance with all applicable environmental regulations. By investing in accessible infrastructure within an established downtown area, the project supports smart-growth principles, efficient use of existing infrastructure, and the Commonwealth's long-term sustainability and emissions-reduction goals.

Project Readiness

Images of Existing Conditions: File Name	20250106_112845.jpg, 20250106_112732.jpg, 20250106_112612.jpg, 20250106_112808.jpg, 20250106_112600.jpg, 20250106_112727.jpg, 20250106_112813.jpg
Visuals of Proposed Improvements: File Name	Phase IV-LC-4.1-2 DETAILS-SK-10 Rev. Ramp Stair Footing.pdf, Example Ramp from Adjacent Block.jpg
Design Plans: File Name	Phase IV-ADA RAMPS_LC-2.6 LC-3.6 LAYOUT GRADING_7.17.2024.pdf
Design Completion Percentage	60%

Permit Field	Application Response
Required Permit	Other
Permit Secured	True
Permit Filing Date	June 1, 2026
Permit Decision Date	June 1, 2026

Long-Term Sustainability and Maintenance Plan

Maintenance Plan	Following construction, the improvements will become part of the Town's public sidewalk and pedestrian infrastructure system and will be maintained by the Department of Public Works. Routine maintenance activities will include inspection of pavement conditions, snow and ice removal, debris removal, and repair of any damaged pedestrian infrastructure as needed. The Town already maintains sidewalks, curb ramps, crosswalks, and related pedestrian facilities throughout downtown Turners Falls and will incorporate the new improvements into existing maintenance schedules and operating procedures. Because the project consists of durable public infrastructure with established maintenance requirements, the Town is well-positioned to ensure its long-term functionality, safety, and appearance without requiring specialized maintenance resources.

Field coverage check: 54 spreadsheet fields included in this packet.

TOWN OF
MONTAGUE
MASSACHUSETTS

Selectboard Office
One Avenue A
Turners Falls, MA 01376

413-863-3200
Ext. 108 & 107

November 30, 2026

Federal Communications Commission
Washington, DC

RE: WC Docket No. 26-252 – Opposition to Verizon's Proposed Discontinuance of Traditional Copper Telephone Service

Dear Commissioners:

On behalf of the Town of Montague, Massachusetts, the Selectboard is writing to express its opposition to Verizon's proposed discontinuance of traditional copper telephone service without adequate protections for the residents, businesses, and public institutions that continue to rely on this service.

While we understand the need to modernize telecommunications infrastructure, we are concerned about what this change will mean for our community and others throughout rural western Massachusetts.

Montague is made up of five distinct villages where access to reliable cellular and broadband service varies considerably. There are areas of our community where residents cannot depend on cellular service, making traditional landlines particularly important. During severe weather, extended power outages, and other emergencies, these telephone lines can provide a critical means of communication.

Many of the alternatives to traditional copper telephone service require electricity at the customer's home or business. Not everyone has a generator or sufficient battery backup to maintain telephone service during an extended power outage. A resident's ability to call for emergency assistance should not depend on whether they can afford additional equipment to keep their telephone working.

We are also concerned about our older residents, individuals with disabilities, those living on fixed incomes, and those who depend on medical alert devices, home security systems, and other safety equipment that operates using traditional telephone lines.

Beyond the concerns for public safety, the financial impact of this proposal on our residents and local businesses cannot be overlooked. Many businesses and public buildings rely on traditional telephone lines for elevator emergency communications, fire alarms, and security systems. Replacing or modifying these systems could result in significant upfront equipment and installation costs, followed by higher monthly service charges. At a time when many households, small businesses, and municipalities are already working within tight budgets, these additional expenses could create a substantial financial burden. It is particularly concerning that customers may be required to make these investments without assurance that the replacement service will work reliably at their location.

Residents and businesses should not be expected to absorb the cost of a transition initiated by their telecommunications provider, particularly when their existing equipment and telephone service continue to meet their needs.

TOWN OF
MONTAGUE
MASSACHUSETTS

Selectboard Office
One Avenue A
Turners Falls, MA 01376

413-863-3200
Ext. 108 & 107

The Montague Selectboard respectfully requests that the FCC withhold approval of Verizon's application unless Verizon is required to:

- Demonstrate reliable replacement service at each affected customer's location, rather than relying solely on coverage maps.
- Cover all necessary equipment, installation, and conversion costs and provide replacement service at an equivalent or lower ongoing cost.
- Provide adequate backup power to maintain telephone service during extended power outages.
- Ensure continued operation of medical alert devices, elevator emergency lines, fire alarms, security systems, and other essential safety equipment at no additional cost to customers.
- Provide direct customer outreach and individualized transition assistance, particularly for vulnerable residents.
- Maintain traditional copper telephone service where reliable, affordable alternatives cannot be provided.

We also ask that the Commission extend the public comment period. Given the potential impact of this proposal, the short comment period, particularly its timing over the Thanksgiving holiday, does not provide residents, businesses, or local governments sufficient opportunity to fully evaluate the proposal and express their concerns.

The Town of Montague welcomes improvements to telecommunications infrastructure, but those improvements should not come at the expense of the people and businesses that rely on existing services. Our residents deserve the same access to reliable and affordable telephone service as those living in more populated areas of the Commonwealth. Above all, we want to ensure that when a resident needs to call for help, they are able to do so.

Thank you for your time and consideration of our concerns.

Respectfully submitted,

Montague Selectboard
Richard Kuklewicz, Chair
On behalf of the Montague Selectboard

cc: U.S. Senator Edward J. Markey
U.S. Senator Elizabeth Warren
U.S. Representative Jim McGovern
State Senator Joanne Comerford
State Representative Elect Lora Wondolowski
Massachusetts Department of Telecommunications and Cable