

**MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, June 12, 2023**

**AGENDA**

**Join Zoom Meeting** <https://us02web.zoom.us/j/88097991922>

**Meeting ID: 880 9799 1922 Dial into meeting: +1 646 558 8656**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:00 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Selectboard Minutes from June 6, 2023
3. 6:00 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:02 Chelsey Little, CWF Superintendent
  - Permit Monthly Discharge Summary: May 2023
  - Abatement Requests: FY2023 Second Half Billing Period
  - Franklin County Tech School/Montague Airport Sewer Permit Request: Bryan Camden, Airport Manager
  - Proposed Sewer Commission Strategic Planning Retreat
5. 6:30 Tom Bergeron, DPW Superintendent
  - Foreign Objects Pad at Transfer station
  - Discussion of project need, approach, and timeline
  - Authorize use of \$15,000 from ARPA funds (wastewater category) for design services for the foreign objects pad
  - Authorize professional services agreement in the amount of \$15,000 with Weston and Sampson Engineers for design.
6. 6:45 Speeding Concerns, Montague Center, Millers Falls Rd., and Lake Pleasant
7. 7:00 Chris Williams, Police Chief
  - Requests support and approval of the Mass. Internet Crimes against Children Task Force Program Agency Application and Agreement
8. 7:05 Caitlin Kelley, Library Director
  - Falls Fest Organizing Committee: Request for support of Falls Fast 2023
9. 7:10 Personnel Board
  - Appoint Mitchell Ryan, Summer Help with Clean Water Facility, 32 hours/week, \$15.00/hour, effective 6/13/2023
  - Discuss proposed scope and consultant for Town Wage and Classification Study

**Montague Selectboard Meeting**  
**Monday, June 12, 2023**  
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10. 7:15 Ann Fisk, Montague Mug Race
- Use of Public Property: Montague Center Common and Montague Streets, August 19, 2023, 7:00 AM to 12:00 PM
11. 7:20 Stephen Valeski, Pioneer Valley Brewery
- One Day Entertainment Application to hold Christmas in July on July 29, 2023 from 5:00-10:00PM at 151 3<sup>rd</sup> Street, Turners Falls
12. 7:25 Peter Wackernagel, Youth Climate Action of Franklin County
- FirstLight Sustains 2023 Grant Application Request permission and support for proposal enhance existing pollinator habitat at Town Hall and Unity Park with \$5,000 grant.
13. 7:35 Brian McHugh
- Avenue A Streetscape Improvements Phase III
  - Contract extension between HM Nunes & Sons Construction and the Town of Montague for the Avenue Streetscape Improvements Project
14. 7:45 Walter Ramsey, Assistant Town Administrator
- Discuss implementation timing of ARPA capital projects and other capital projects
  - Review of grant funded projects being closed out as of June 30, 2023
15. 7:55 Town Administrator's Business
- Consider MOU between Montague and the FRCOG for Age Friendly Planning (Mass in Motion) FY24 Grant in the amount of \$4,230.
  - Execute contract for \$205,000 for the Shea-Colle Roof Project with Triumph Roofing Inc. of Baldwinville, MA.
  - Update on work with Economic Development Planning Council
16. 8:05 Executive session in accordance with G. L. c.30A, §21(a)(3) to discuss strategy with respect to collective bargaining as discussion in open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.

**OTHER:**

**Next Meeting:** Selectboard, Monday, June 26, 2023 at 6:30 PM via ZOOM

### Montague Permit Discharge Results Summary May 2023

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	1.02
BOD mg/L	30 mg/L (Average Monthly)	6.7
BOD % Removal	>/= 85.0% (Average Monthly)	98.0%
TSS mg/L	30 mg/L (Average Monthly)	6.9
TSS % Removal	>/= 85.0% (Average Monthly)	91.6%
pH Low	6.0 SU (Daily)	7.02
pH High	8.3 SU (Daily)	7.93
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	152.9
<i>E. coli</i> (Rolling)	126.0 MPN (Rolling Average)	15.6
Total Chlorine	1.0 mg/L (Daily Max)	0.95

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

Sewer Abatements **FY2023 Second Half** Billing Period

#	Location	Reason for Request	Superintendent Recommendation	Updated Info (for Treasurer)	Notes (\$16.94/1000gallon)
1	4 K St. Turners Falls	Tennent did not tell LL toilet was leaking, LL fixed & would like abatement on excess water	ABATE <b>\$1,744.82</b>	N/A	2nd Half Applicable Only Usage Billed: 165,000 3yr average used: 62,000 gallons
2	40 Montague St Turners Falls	Reident had toilet leak, has bills to prove repair was made.	ABATE <b>\$374.11</b>	N/A	2nd Half Applicable Only Usage Billed: 35,000 gallons 3yr average used: 9,300 gallons
3	148 L St. Turners Falls	Church had a broken pipe due to cold weather, repaired by church member no receipts were given to church	ABATE <b>\$592.90</b>	N/A	2nd Half Applicable Only-Summer usage drastically lower than winter reading Usage Billed: 39,000 gallons Actual summer usage used: 4,000 gallons
4	22 Hillside Ave Turners Falls	Lower summer usage than winter reading	ABATE <b>\$152.46</b>	N/A	2nd Half Applicable Only-Summer usage drastically lower than winter reading Usage Billed: 17,000 Actual summer usage used: 8,000 gallons
5	36 Third St Montague, MA	Due to toilet Malfuction resident is asking for an abatement, was Great Falls Yoga.	ABATE <b>\$360.82</b>	N/A	2nd Half Applicable Only Usage Billed: 48,000 gallons 3yr average used: 26,700 gallons
6	200 Ave A (Family Turners Falls	Toilet leak for last few years. Issue resolved	ABATE <b>\$2,845.92</b>	N/A	2nd Half Applicable Only Usage Billed: 171,000 gallons Actual summer usage used: 3,000 gallons
7	183/185 L Street Turners Falls	Resident states no one is living in the unit would like to pay flat rate of 468.11	ABATE <b>\$220.22</b>	N/A	2nd Half Applicable Only-Summer usage drastically lower than winter reading Usage Billed: 32,000 gallons Actual summer usage used: 19,000 gallons
8					
9					
10					

Property sales - not abated, it is the responsibility of the seller/buyer to obtain utility information and determine an equitable solution with respect to payment obligations to the town prior to closing.

Toilet leaks - not abated, water that goes through plumbing devices and reaches the sewer is billed because it is conveyed by the sanitary sewer and treated at the CWF  
 WPCOFFICEDATA/Shared%20Documents/5\_Sewer%20Abatements/FY22%20abatements/Abatements\_Cover\_Sheet\_FY2022.xlsx

Montague DPW  
128 Turners Falls Road  
Montague, MA 01351  
(413) 863-2054

*This institution is an equal opportunity provider.*

### Sewer Permit

Name of Applicant: TURNERS FALLS AIRPORT Date: 5/25/23

Address of Applicant: 10 AVIATION WAY

Telephone Number: 413-863-0044

Name of Contractor: MONTAGUE CLEAN WATER FACILITY

Address of Contractor: 34 GREENFIELD ROAD

Telephone Number: 413-773-8865

Location of Work: 82 INDUSTRIAL BLVD Map# \_\_\_\_\_ Lot# \_\_\_\_\_

Is this a new sewer connection? ☒ Yes ☐ No

Size of Pipe to be Used: 6"

Type of Pipe to be Used: PVC

Anticipated Start Date: 7-1-23

Estimated Duration: 6 MONTHS

Dig Safe Number: 20232200850

Date Dig Safe Notified: 5/30/2023

Highway Department Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Sewer Commissioner Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Sewer Commissioner Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Sewer Commissioner Approval: \_\_\_\_\_ Date: \_\_\_\_\_

The owner agrees to abide by the Town of Montague Sewer Ordinance and Policies for Sewer Use and New Installation.

The pipe used from the main to the property line shall be a minimum of 4 inches in diameter and have a minimum crushing strength of 2400 pounds.

A minimum of 15 inches of gravel shall be used as a sub-base for pavement on any roadway that has been cut and a minimum of 2 1/2 inches of bituminous concrete over this sub-base.

The hook up to the town's line will be inspected by the Highway Department before backfilling.

The person opening the road is responsible for maintenance of the area for a period of One year from initial backfilling.

All OSHA standards shall be adhered to, and shoring or sheeting must be provided in a roadway where depths exceed standard unshored depths. Cutting back on a slope will not be allowed.

All sidewalks, curbing, tree belts, etc. shall be returned to their original state if applicable.

Adequate safety and warning devices must be placed at appropriate locations to adequately warn and protect the motoring and pedestrian public.

**RE: Montague Sludge Drying Bed**

Nichols, Kent &lt;nicholsk@wseinc.com&gt;

Tue 6/6/2023 3:14 PM

To: Assistant Town Administrator &lt;Assistant.TownAdmin@montague-ma.gov&gt;

Cc: TomB - Montague Highway Department &lt;hwysupt@montague-ma.gov&gt;; Stone, Carl W. &lt;stonec@wseinc.com&gt;

Walter –

We worked it over in the office, mainly trying to find ways to keep our effort limited and make the project cost effective for the Town. Carl and Jarod also came up with some options that may work technically to simplify the work, which we can discuss.

Based on our understanding, we would need a budget of approx. \$15,000 for our services to support the work. Our proposed scope of work would include the following:

- Coordination with the Town regarding equipment sizing and access requirements.
- Design of the 'foreign objects' (vector dump) pad and ancillary work.
- Design of a small pumping station to recycle drained water to the sanitary sewer system.
- Electrical design to power the pumping station and provide site limited lighting.
- Structural design of the concrete foreign objects pad.
- Provide preliminary general specifications regarding concrete, submersible pumping station, electrical, and site work.
- Delivery of a limited set of drawings for the Town's use to perform and/or contract the work.
- Phone consultation with the Town to review the design documents and answer questions.

Our current proposal does not include architectural design of a fixed canopy system. Our current thought is that the Town may be able to purchase such a system commercially without engineering drawings. We also are not considering any detailed field survey or field support during construction.

I can send you a signed proposal for the work, but we wanted to share the scope and budget first so you can review and discuss there in Town.

Let me know if we can answer any questions.

Thanks,

Kent

Kent M. Nichols, Jr., PE

**Weston & Sampson**

55 Walker's Brook Drive, Suite 100

Reading MA 01867

978-532-1900 x2408

[nicholsk@wseinc.com](mailto:nicholsk@wseinc.com)

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**From:** Assistant Town Administrator <Assistant.TownAdmin@montague-ma.gov>

**Sent:** Tuesday, June 6, 2023 10:06 AM

**To:** Nichols, Kent <nicholsk@wseinc.com>

**Cc:** TomB - Montague Highway Department <hwysupt@montague-ma.gov>

**Subject:** Re: Montague Sludge Drying Bed

Hello Kent,

I just wanted to check in about the scope/budget proposal for the sludge drying bed design. I am meeting with the selectboard this evening and I expect they will inquire as this is a priority issue for them.

Walter

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Walter Ramsey, AICP | Montague Assistant Town Administrator | (413) 863-3200 x 126 | [assistant.townadmin@montague-ma.gov](mailto:assistant.townadmin@montague-ma.gov)

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**From:** Assistant Town Administrator <[Assistant.TownAdmin@montague-ma.gov](mailto:Assistant.TownAdmin@montague-ma.gov)>

**Sent:** Thursday, May 25, 2023 9:36 AM

**To:** Nichols, Kent <[nicholsk@wseinc.com](mailto:nicholsk@wseinc.com)>

**Cc:** TomB - Montague Highway Department <[hwysupt@montague-ma.gov](mailto:hwysupt@montague-ma.gov)>

**Subject:** Re: Montague Sludge Drying Bed

Hi Kent,

# Proposed Pad Location- Behind Transfer Station



2021 Aerial Imagery  
Property Tax Parcels

# Massachusetts Internet Crimes against Children Task Force Program Agency Application & Agreement

Agency Name:	Montague Police			
Chief Executive:	Chief Chris Williams			
Business Street Address	180 Turnpike Rd			
City	Turners Falls	MA	Zip Code	01376
Phone Number	413-863-8911	Fax #	413 863 3210	

The above named agency, hereinafter "Agency"; being committed to the protection of children and desiring participation in the ICAC Task Force program agrees to:

1. Adopt and comply with the National ICAC Operation Guidelines and subsequent revisions;
2. Adopt and comply with the Massachusetts ICAC Operation Guidelines and subsequent revisions;
3. Participate in training of Agency Task Force members when agency resources allow;
4. Hold harmless the Massachusetts State Police hereinafter "MSP" and their employees and officials, from and against any claims, demands, actions, suits or proceedings brought by others or for negligence or any unlawful conduct by any Agency employee(s);
5. Cooperate with the Task Force Director or designee in any audit or investigation into wrongdoing by Agency employees relative to their participation in the Task Force;
6. To notify, in writing, the Task Force Director upon agency withdrawal from or change in personnel assigned to the Task Force.
7. Appoint one person to serve as the Agency Primary Contact for ICAC related matters;

**ICAC Agency Contact:**

Det. Sgt. Josh Hoffman

8. Appoint at least one person to supervise ICAC investigations;

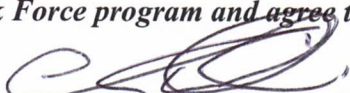
**Agency Supervisor (s):**

Lt. Chris Bonnett

9. Agree that the MSP is **not** obligated to assume any financial responsibility for Agency or member participation in the Task Force; and
10. This agreement shall be effective on the date the application is approved by the Task Force Director. It may be cancelled by either party upon written notification.

*Having read the operational guidelines, I request my agency to become an affiliated agency of the ICAC Task Force program and agree to the above terms, this 8 day of June, 2023*

by



Signature

Space below reserved for MSP use only	Status: <input type="checkbox"/> Approved <input type="checkbox"/> Rejected
Date:	Type: <input type="checkbox"/> Investigative <input type="checkbox"/> Associate
By:	
Comments:	

## Falls Fest 2023 Proposal

The Great Falls Festival is being re-envisioned this October as “Falls Fest.” Organized by local business owners and representatives from the town’s Parks and Rec department, the Montague Public Libraries, and RiverCulture, Falls Fest seeks to retain the spirit of previous fall festivals while highlighting Turners Falls’ local businesses and providing activities for all ages.

The event is scheduled for Saturday, October 21<sup>st</sup> and will run from 12:00PM to 6:00PM. Stages will be set up for musical acts and performances at Peskeomskut Park, on Third Street, Spinner Park, and the Shea Theater.

The organizers plan to scale down the event by not closing Avenue A nor recruiting vendors to line the avenue as in years past. Hosting musical acts at multiple sites downtown will give event participants the opportunity to engage with local restaurants and businesses. Business owners will be free to use the sidewalk in front of their businesses however they see fit, whether for promotion for their business or by providing activities for visitors.

To ensure cohesion, an event program and map will be available online and in print to highlight the music acts performing throughout the day as well as the local businesses that wish to participate in the event.

The draft budget for this event is as follows:

INCOME					CASH LLC/501C 3		TOWN / LIBRARY
	TOTAL VENDOR						
	MCC GRANT				2500		
	SPONSORSHIP				5000		
	DONATIONS				500		
	BEER SALES				5000		
TOTAL INCOME					13000		
EXPENSE							
	INSURANCE				1000		
	FIRE						1200
	POLICE						3000
	PORTAPOTTIES				2000		
	DPW						300
	DUMPSTER						800
	TRASH REMOVAL						1000



# Town of Montague Personnel Status Change Notice New Hires

Employee # 2024Board Authorizing **Appointment**: \_\_\_\_\_ Meeting Date: 6-12-23 \_\_\_\_\_

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

Board Authorizing **Wages**: Selectboard Meeting Date: 6-12-23

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

**General Information:**Full name of employee: Mitchell Alexander Ryan Department: CWFTitle: Seasonal Effective date of hire: 6-13-23**New Hire:**Permanent: \_\_\_\_Y \_\_\_\_X\_\_N If temporary, estimated length of service: 8-9 WeeksHours per Week: 32 Union: N/A**Wages:**

Union: N/A\_\_

Wages: Grade \_\_\_\_ Step \_\_\_\_ Wage Rate: 15.00 (annual/ hourly)

Notes: Second Year/Summer with CWF. FCTS student/graduate

## Copies to:

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

## **Montague Wage & Classification Study**

### **Proposed Scope**

Revision Date: June 8, 2023

#### **TASK 1: INITIAL PROJECT MEETING**

The Center will meet with the Town Administrator to clarify the scope of the project and the approach, and particularly to plan the scheduling of the review.

#### **TASK 2 UPDATE POSITION DESCRIPTIONS**

The Center will create and/or update comprehensive draft position descriptions. The descriptions will reflect the skill level and the essential functions of each position without listing every conceivable duty and will comply with statutory requirements. The following is the procedure to be followed:

1. An orientation session will be held to explain the process and explain the questionnaire to be completed by all incumbent staff and reviewed by supervisors. (May be virtual)
2. Incumbents of study positions will be given a position questionnaire to complete. Current job descriptions, if they exist, will be reviewed and incorporated as appropriate. Employees will submit the questionnaires to department heads for comment prior to submittal to the Town Administrator.
3. Individual interviews will be conducted to review completed questionnaires to verify and clarify information contained within the questionnaires. Employees holding the same position in the same department may be interviewed together. If new information is obtained in the interview, supervisors may be asked for comment. (May be virtual)
4. The Center will meet with key department heads to discuss structure and organizational issues as part of the review of the classification of positions.
5. Draft/updated position descriptions will be drafted and submitted to the Town Administrator for distribution to incumbents and supervisors for review and comments.
6. Comments will be received and, where found to be appropriate, may be incorporated into the position descriptions.

Position descriptions will be finalized and submitted to the Town Administrator for final review. The Center will coordinate with the Town Administrator to keep the Select Board and the Personnel Board informed of progress and ensure input throughout the project.

### **TASK 3            CLASSIFICATION OF POSITIONS**

The Center will classify each of the positions using a point factor analysis system applied to the job descriptions produced in Task 2. The factors include supervisory responsibilities, complexity, judgement, physical requirements, and work environment. The Center will review the initial findings with the Town Administrator.

### **TASK 4            MARKET SALARY SURVEY INCLUDING SELECTED BENEFIT INFORMATION**

A market salary survey will be conducted of municipalities in the market region. The survey will request hourly rates and number of hours worked per week so an equitable analysis can be conducted. The Center will finalize with the Town which municipalities will be used for comparison for the market survey prior to commencement of the survey for approval. Responses to surveys are often the most challenging part of a study. Assistance from the client may be needed with this task and the client acknowledges this expectation.

In addition to base salary data, the Center will request information regarding health insurance, sick leave, vacation leave and longevity pay. These data will be presented in a format that will enable the Town to better evaluate the nuances of total employee compensation across the survey municipalities.

### **TASK 5            CREATION OF SALARY SCHEDULE**

The Center will review the existing classification of positions and will develop a salary schedule using grades and ranges, or a similar instrument, that will coincide with the classification of positions and the market salary survey. The Center will review the proposed salary schedule with the Town Administrator.

### **TASK 6            CREATION OF CLASSIFICATION AND COMPENSATION PLAN**

Based on the results of the creation of position descriptions and rating, along with the results of the market survey, the Center will develop a recommended classification and compensation plan.

#### **TASK 7            IMPLEMENTATION ANALYSIS**

The Center will use the recommended classification and compensation plan to develop a suggested implementation plan. The Center will meet with the Town designated team to discuss possible approaches to implementation and to identify policy decisions that the Town may wish to consider. While the Center will be available for a meeting with employee groups for explanation of finding and recommendations, the Center will not engage in debate or bargaining on issues.

#### **TASK 8            SUBMITTAL OF DRAFT REPORT**

The Center will prepare a draft report to be submitted to the Town for review which will include the methodology used, and the findings and recommendations related to classification and compensation. Positions descriptions will be provided under separate cover in electronic form. Comments on the draft report will be received, and edits will be made where appropriate.

#### **TASK 9            SUBMITTAL OF FINAL REPORT**

The Center will submit ten copies of the Final Report which will include an introduction, explanation of methodology, positions descriptions, rating manual, and recommendations. The materials will also be provided electronically in Microsoft Word and Excel. The Center will present the Final Report to the appropriate elected or appointed body, if requested.

#### **PROJECT SCHEDULE AND COMMENCEMENT OF WORK**

The Center will schedule the initial meeting within one week of the execution of the contract to begin development of a project implementation plan. It is anticipated that the project will require several months to complete but a detailed schedule is not yet available.

#### **MEETINGS**

The Center will meet with employees and Management as necessary. Key meetings will be the initial meeting with the Town Administration, orientation sessions, and interviews with incumbents of positions and selected department heads. Additional meetings with Town Administration will be to review the classification of positions, the survey and the draft report. A final presentation will be made to the appropriate body.

**PRICE QUOTE**

The all-inclusive fee for the project is \$35,000 for approximately 50 titles. Invoices will be submitted at the following:

\$20,000 upon the distribution of the position questionnaires

\$15,000 upon submission of the final report

## Appendix of Montague Job Positions (53)

### UEW (DPW and Clean Water Facility)

<u>Job Title</u>	<u>Grade</u>
Custodian	A
Truck Driver/Laborer	C
Laborer	B
Building Maintenance Worker	C
Grounds Maintenance Worker	C
Grounds Maintenance Lead	D
Heavy Equipment Operator	D
DPW Lead Operator	E
CWF Laborer	B
CWF Wastewater Tech.	D
CWF Lead Operator	E
CWF Lead Mechanic	E
DPW Lead Collection Systems Operator	E

Note that certain DPW and CWF positions are in the NAGE union

### Police (Sergeants and Patrol/Detective Unions)

Job Title/Grade  
 Staff Sergeant  
 Sergeant  
 Detective  
 Patrolman

### Exempt

<u>Job Title</u>	<u>Grade</u>
TOWN ADMINISTRATOR	J
CHIEF OF POLICE	I
ASSISTANT TOWN ADM	I
DPW SUPERINTENDENT	H
CWF SUPERINTENDENT	H
DIRECTOR OF HEALTH	G
LIBRARY DIRECTOR	G
TOWN ACCOUNTANT	G
TREASURER/COLLECTOR	G
TOWN CLERK	G
<u>HOURLY</u>	
POLICE LIEUTENANT	G+8.5%
EXECUTIVE ASSISTANT	E
POLICE CUSTODIAN	A

## NAGE Positions (Some Dept Heads, Clerks, Dispatchers, Foremen)

<u>Job Title</u>	<u>Grade</u>	<u>Hourly/Salary</u>	<u>FLSA Exempt</u>
Library Assistant	A	H	No
Administrative Assistant	B	H	No
Assessors	B	H	No
Building Department	B	H	No
Board of Health	B	H	No
Planning & Conservation	B	H	No
Parks & Recreation	B	H	No
Selectboard	B	H	No
Assessing Technician	B	H	No
Financial Assistant	B	H	No
Dispatcher in Training	B	H	No
Dispatcher	D	H	No
Animal Control Officer	B	H	No
Library Technician	B	H	No
Children's Library Assistant	B	H	No
Assistant Town Clerk	D	H	No
Assistant Treasurer	D	H	No
Assistant Planner	D	H	No
WPCF Lab Mgr	D	H	No
DPW Shop Foreman	E	H	No
DPW Office Manager	E	H	No
<del>Health Agent/Sanitarian</del>	E	H	No
Children's Librarian	E	H	No
Dispatch Manager/Office Manager	E	H	No
DPW Working Foreman	F	H	No
CWF Foreman	F	H	No
Director of Council on Aging	F	S	Yes
Director of Parks & Recreation	G	S	Yes
Director of Assessing	G	S	Yes
Building Inspector	G	S	Yes
Planner/Conservation Agent	G	S	Yes

Unit A includes all positions except those in Unit B.

Unit B includes the positions of Director of Council on Aging, Director of Parks and Recreation, Director of Assessing, Building Inspector, and Planner/Conservation Agent.



# Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108  
Turners Falls, MA 01376 FAX: (413) 863-3231

## Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Ann Fisk Montague Mug Race

Name of business/group sponsoring proposed event if applicable: 1st Congregational  
Church of Montague

If applicable, number of years your organization has been running this event in Montague? 42

Address 15 Meadow Rd

Contact phone 413-367-2812

Contact email shollow25@comcast.net

FID \_\_\_\_\_

Dates of proposed event Aug 19 2023 Location: Montague Center Common

Hours 5 Set Up: 7am Clean Up: 11:30 - Noon

Approximate number of people expected to attend 75

What provisions will be made regarding clean up of site? All trash removed by  
Race Volunteers

Will the proposed event be:

- ☐ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding

☒ Other Registration/Finish Road Race

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

Road Race begins + ends at common.

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

North street will be closed in front of Church.  
People gather on Common before + after race

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services \_\_\_\_\_

N/A

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

Road is closed - People are just waiting for race  
No safety issue

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

Montague Cento Fire handles road detail- barricades  
are used to block traffic

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

MCFD EMS on site

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations?

N/A

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

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

Date 6-5-2023

Sunday = \$50.00

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

Date: 6-5-23

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		<b>CONTACT NAME:</b> Church Mutual Insurance Company, S.I. <b>PHONE (A/C, No. Ext):</b> 1-800-554-2642 <b>FAX (A/C, No):</b> 855-264-2329 <b>E-MAIL ADDRESS:</b> customerservice@churchmutual.com	
<b>INSURED</b> FIRST CONGREGATIONAL CHURCH 4 NORTH ST MONTAGUE MA 01351-8931		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Church Mutual Insurance Company, S.I. <b>NAIC #</b> 18767 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	0310924 21-464222	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

08/19/2023, Mug Race at Town Common, E206 SAAP 520

**CERTIFICATE HOLDER****CANCELLATION**Town of Montague  
1 Ave A

Turner Falls

MA 01376-1168

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

CHECK ONE

X

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

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

DATE OF EVENT BEING APPLIED FOR:

July 29, 2023

1. Full name, address and phone number(s) of the organization making this application:  
Pioneer Valley Brewery 913-433-5307
2. Full name, address and phone number(s) of manager who shall be responsible for the license:  
Stephen Valeski 101 Harnsaw Ave Greenfield MA 01301
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.  
YES \_\_\_\_\_ NO \_\_\_\_\_
4. Nature of Event Christmas In July Number of Attendees unknown
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES \_\_\_\_\_ NO X
6. Location where event shall be held: Second St. Tamas Riv
7. Has the approval of the property owner been obtained? YES X NO \_\_\_\_\_
8. Exact times of the license: FROM 5 o'clock AM/PM PM TO 10 o'clock \_\_\_\_\_ AM/PM PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?  
YES X NO \_\_\_\_\_ If so, when? June 3, 2023
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES \_\_\_\_\_ NO X
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? Yes Date 6/6/23

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

[Signature]  
Authorized Representative and Title

6/6/23  
Date

**Office Use Only:**

# Days Permit Issued For: \_\_\_\_\_

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

Dates License Issued for: \_\_\_\_\_

Police Chief Signature: \_\_\_\_\_

Select Board Chair Signature: \_\_\_\_\_

**TOWN OF MONTAGUE  
APPLICATION FOR AN ENTERTAINMENT LICENSE  
SPECIAL AND REGULAR**

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)  
CHAPTER 140, SECTION 181

Date of Application: 6/6/23 Date Approved: \_\_\_\_\_ Fee: \_\_\_\_\_

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 23  
during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from:	to:
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? ☒ yes ☐ no

This is an annual renewal? ☐ yes ☒ no

1. NAME OF APPLICANT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

2. D/B/A: Pioneer Valley Brewery

3. PREMISES: 151 2nd St. Turners Falls BUSINESS PHONE: 413-433-5307

4. The specific categories of licensed entertainment sought to be approved are:

☐ Radio      ☐ Jukebox      ☐ Video Jukebox    ☐ Phonograph  
☐ Wide Screen TV      ☐ Cassette Operated TV      ☐ Television/Cable  
☐ Pool Tables      ☐ Bowling Alley Lanes; number of lanes \_\_\_\_\_

Automatic Amusement Devices: Video Games, Number of: \_\_\_\_\_ Type: ☐ Video or ☐ Keno

\_\_\_\_\_ Dancing by patrons      size of floor \_\_\_\_\_  
\_\_\_\_\_ Instrumental Music      number of instruments & amplifiers \_\_\_\_\_  
\_\_\_\_\_ Live Vocalists      number of persons/type of show \_\_\_\_\_  
\_\_\_\_\_ Exhibition      type \_\_\_\_\_  
\_\_\_\_\_ Trade Show      type \_\_\_\_\_  
\_\_\_\_\_ Athletic Event      type \_\_\_\_\_  
\_\_\_\_\_ Play      type \_\_\_\_\_  
\_\_\_\_\_ Readings of Poetry or other \_\_\_\_\_  
\_\_\_\_\_ New Years Eve "after midnight entertainment" \_\_\_\_\_

Indoors: Size of area to be used: \_\_\_\_\_ Number of People Allowed: \_\_\_\_\_

Outdoors: Size of area to be used: 110' X 50' Available Parking: yes

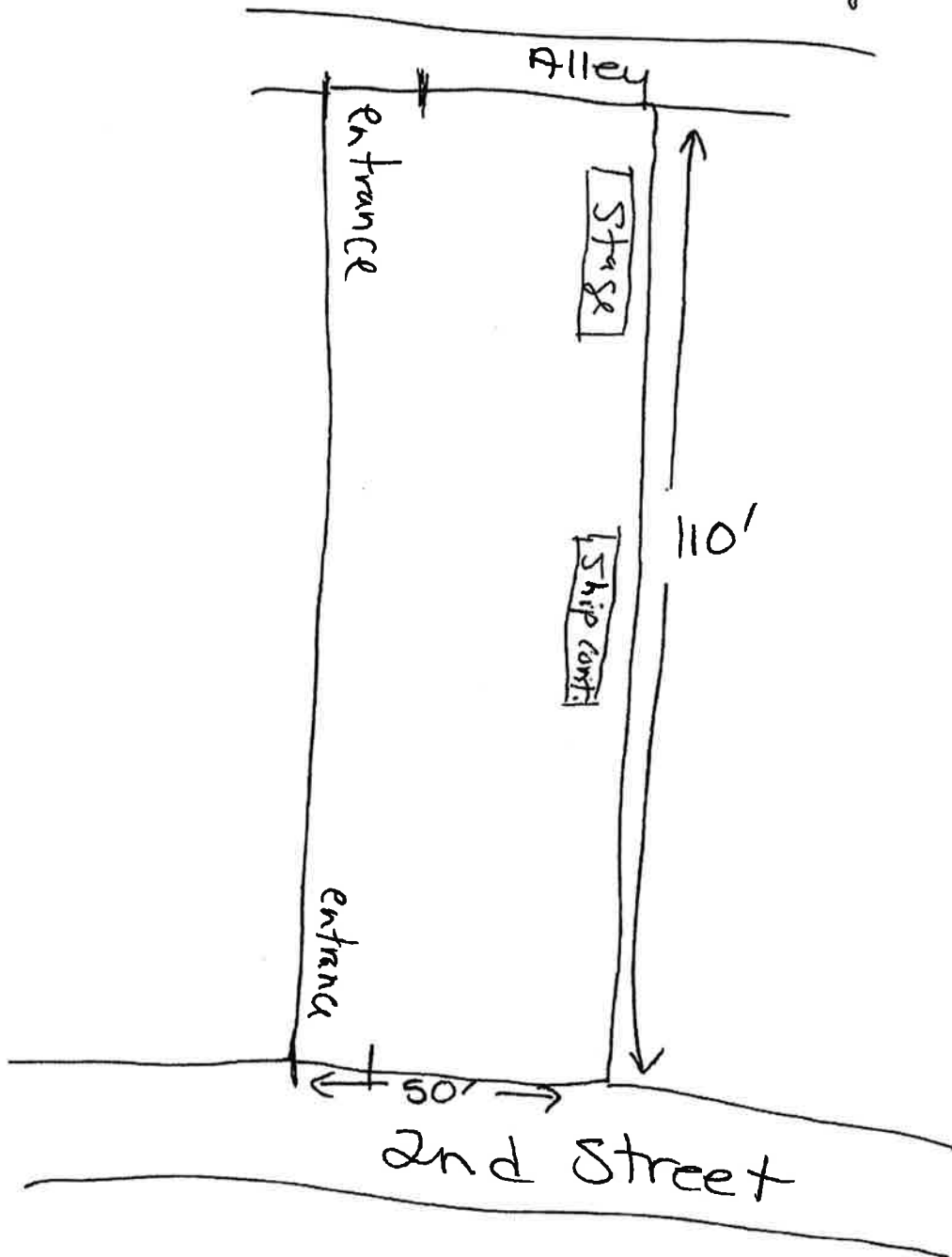
Alcohol to be served: ☒ Y ☐ N No Tent

Applicant Signature \_\_\_\_\_

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Board of Health _____ Date	Fire Department, Chief _____ Date
Police Department, Chief _____ Date	Board of Selectmen, Chairman _____ Date

# Pioneer Valley Brewery





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> A.H. Rist Insurance Agency, Inc. 159 Avenue A P.O. Box 391 Turners Falls MA 01376	<b>CONTACT NAME:</b> Tracey Kuklewicz <b>PHONE (A/C, No, Ext):</b> (413) 863-4373 <b>FAX (A/C, No):</b> (413) 863-9658 <b>E-MAIL ADDRESS:</b> tracey@ahrist.com																					
<b>INSURED</b> Pioneer Valley Brewery, LLC 151 3rd Street Turners Falls MA 01376	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Philadelphia Ins. Co.</td><td></td></tr><tr><td>INSURER B:</td><td>MA Retail Merchants WC Group Inc</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Ins. Co.		INSURER B:	MA Retail Merchants WC Group Inc		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** CL22113004684**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2493081	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	014005035646122	12/01/2022	01/01/2023	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
A	Liquor Liability			PHPK2493081	12/01/2022	12/01/2023	Each Common Cause \$1,000,000
			Aggregate \$2,000,000				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Outdoor event: Second Street, Turners Falls, MA, July 29, 2023.

**CERTIFICATE HOLDER****CANCELLATION**Town of Montague  
One Avenue A

Turners Falls

MA 01376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



---

## Christmas in July - Sat July 29

1 message

---

**Peter Chilton** <peter@peterchilton.com>

Tue, Jun 6, 2023 at 10:26 AM

To: Stephen Valeski <steve@pioneervalleybrew.com>

Steve,

This is just to confirm you have Nova Real Estate LLCs permission to use the parking lot for an outdoor concert on Sat July 29th.

Let us know how we can help.

We are still looking at renting the lot to a food truck so if we find a tenant we will need to work with them but it shouldn't be an issue.

Thanks

Pete Chilton

508-963-6572

- Peter Chilton

[peter@peterchilton.com](mailto:peter@peterchilton.com)

508-963-6572



## FirstLight Sustains: 2023 Grant Application

### Organization Overview

<b>Name of Organization:</b>	Youth Climate Action of Franklin County
<b>Legal Name, if different:</b>	The Brick House Community Resource Center
<b>Mailing Address:</b>	P.O. Box 135
<b>City, State and Zip Code:</b>	Turners Falls, MA 01376
<b>Contact Name / Title:</b>	Peter Wackernagel, Program Coordinator
<b>Email Address:</b>	p.wackernagel@gmail.com
<b>Phone:</b>	413 768-1996
<b>Federal Tax Status:</b>	501(c)(3)
<b>Federal Tax ID Number:</b>	22-3337776
<b>Number of years in existence:</b>	1990
<b>Which FirstLight communities do you serve? (List all)</b>	Montague, Greenfield, Gill, Erving

## Organization Details

Please briefly describe your organization's mission and goals, and how they fit with the mission and goals of the FirstLight Sustains Program:

The mission of YCAFC is to build climate resilience in Franklin County communities through community organizing, youth engagement, and garden-building. YCAFC collaborates with community-based organizations and other stakeholders to identify climate vulnerabilities in our community, and develops projects that address these vulnerabilities using “nature-based solutions.”

Are any FirstLight Power Resources employees involved in your organization (including officers or board members and families)?  
If so, please list names and relationship to organization.

YCAFC has worked on several projects in partnership with FirstLight.

## Grant Request

Dollar amount requested	<input type="text" value="\$5000"/>	Total amount needed to fund project	<input type="text" value="\$5000"/>
Funding pledges already received:	<input type="text" value="\$0"/>		
Will the FirstLight Program grant fill matching fund requirements?	<input type="text" value="No."/>		
Describe in detail the purpose or project that will be funded by this grant:	<input a="" and="" interest"="" interpretive="" permanent="" plantings,="" seasonal="" sign."="" type="text" value="In this project, The Brick House Community Resource Center, YCAFC, and the Town of Montague will collaborate to enhance three gardens created by YCAFC in downtown Turners Falls. The Montague Town Hall Rain Garden, the Montague Town Hall Pollinator Garden, and the Unity Park Pollinator Garden are projects that will be improved through the implementation of a maintenance plan, "/>		
How does this grant request meet the FirstLight Sustains program priorities of supporting Community Building or Climate Action & Education?	<input type="text" value="YCAFC's work is aligned with FirstLight Sustains in a number of ways. First, our projects protect and restore natural resources in our community. The Montague Town Hall Rain Garden, for example, protects the Connecticut River by managing and filtering stormwater. Two pollinator gardens built by YCAFC protect our native pollinators by creating the"/>		
Describe the needs to be addressed, the timeframe in which the funding will be used and who will benefit from this project.	<input type="text" value="YCAFC projects address the need for climate mitigation in downtown Turners Falls. With a median household income that is 48% of the Massachusetts Median Household Income, and a minority population of 18.4% (2021 ACS estimate), the downtown neighborhood is home to many people who lack the resources to protect themselves from the dangers of climate change. By working in this environmental justice"/>		

**Authority and Signature:** The undersigned certifies they are authorized to complete this application, and the information contained therein is accurate to their knowledge. If a grant is awarded, it will be used only for the purpose listed in this grant application.

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

Name and Title:	<input type="text" value="Peter Wackernagel, Program Coordinator"/>	Date:	<input type="text" value="6/7/23"/>
-----------------	---	-------	-------------------------------------

**Additional Required Attachments**

1. IRS W-9 Form
2. IRS determination letter certifying status, if applicable.
3. If the grant is for a specific project, provide detailed budget for project, including income and expenses.
4. If extra space is needed to complete the application please attach all accompanying pages with corresponding questions listed in the document. If you cannot fit all descriptions in the supplied boxes you may submit additional pages as an attachment.

**Submittal Process**

FirstLight prefers that applicants email their applications, with all required attachments, to:  
[andybrydges@firstlightpower.com](mailto:andybrydges@firstlightpower.com)

Alternatively, applicants may print the completed application, attach the other required information, sign and mail to:

FirstLight Sustains Program, Attn: Andy Brydges, Director of Community Relations  
FirstLight Power  
99 Millers Falls Road  
Northfield, MA 01360

**The FirstLight Sustains 2023 Grant Program closes on June 15, 2023. All grant applications must be postmarked by June 15, 2023 to be considered in this funding round.**

**FirstLight Sustains: 2023 Grant Application****Applicant: Youth Climate Action of Franklin County/Brick House Community Resource Center****Contact Name: Peter Wackernagel, Program Coordinator****Application Responses and Budget, prepared by Peter Wackernagel****Application Responses:****Please briefly describe your organization's mission and goals, and how they fit with the mission and goals of the FirstLight Sustains Program:**

The mission of YCAFC is to build climate resilience in Franklin County communities through community organizing, youth engagement, and garden-building. YCAFC collaborates with community-based organizations and other stakeholders to identify climate vulnerabilities in our community, and develops projects that address these vulnerabilities using "nature-based solutions."

**Describe in detail the purpose or project that will be funded by this grant:**

In this project, The Brick House Community Resource Center, YCAFC, and the Town of Montague will collaborate to enhance three gardens created by YCAFC in downtown Turners Falls. The Montague Town Hall Rain Garden, the Montague Town Hall Pollinator Garden, and the Unity Park Pollinator Garden are projects that will be improved through the implementation of a maintenance plan, additional "seasonal interest" plantings, and a permanent interpretive sign.

**How does this grant request meet the FirstLight Sustains program priorities of supporting Community Building or Climate Action & Education?**

YCAFC's work is aligned with FirstLight Sustains in a number of ways. First, our projects protect and restore natural resources in our community. The Montague Town Hall Rain Garden, for example, protects the Connecticut River by managing and filtering stormwater. Two pollinator gardens built by YCAFC protect our native pollinators by creating the habitat they need. Secondly, work funded by this grant will promote awareness of, and appreciation for, YCAFC's projects. By funding essential maintenance and an interpretive sign, this grant will help the public understand and appreciate these ecological landscapes.

**Describe the needs to be addressed, the timeframe in which the funding will be used and who will benefit from this project.**

YCAFC projects address the need for climate mitigation in downtown Turners Falls. With a median household income that is 48% of the Massachusetts Median Household Income, and a minority population of 18.4% (2021 ACS estimate), the downtown neighborhood is home to many people who lack the resources to protect themselves from the dangers of climate change. By working in this environmental justice neighborhood, our projects increase resilience among this at-risk population.

**FirstLight Sustains: 2023 Grant Application****Applicant: Youth Climate Action of Franklin County/Brick House Community Resource Center****Contact Name: Peter Wackernagel, Program Coordinator****Application Responses and Budget, prepared by Peter Wackernagel**

Funding from this grant will be used in 2023 and 2024. Maintenance activities funded through this grant will occur monthly in the Spring, Summer and Fall. Design of the proposed interpretive sign will occur in the Winter of 2024, and installation will happen in the Spring of 2024.

**Budget:****Maintenance**

8 hours/month

August-November 2023 \$960

April-November 2024 \$1920

**Total \$2880****New plantings**

Plants \$580

Labor 8 hours \$240

**Total \$820****Interpretive sign**

Design 12 hours \$360

Printing \$200

Mounting structure \$500

Installation Montague DPW

**Total \$1,060****Administration (4.8%) \$240****Project total \$5,000**

# Project sites

for FirstLight Sustains grant

Connecticut  
River

Power  
Canal

Montague Town Hall

Unity Park

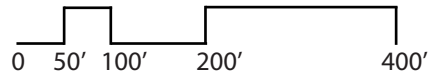
Town Hall  
Pollinator  
Garden

Town Hall  
Rain Garden

Unity Park  
Pollinator Garden



1" = 200'



The BRICK HOUSE  
COMMUNITY RESOURCE CENTER



Avenue A Streetscape Improvements Phase III  
Turners Falls, MA

**CHANGE ORDER SUMMARY**

3/17/2023

Overall Contract Amount: \$332,990

Amount paid to date: \$287,271

Percent complete: 86%

CO #	Items	Subtotal	Notes
<b>A</b>	1.) 160SF of concrete sidewalk	\$2,560	\$16/SF
	Cost add for 160 SF of sidewalk repair installed	\$550	
		<b>\$3,110</b>	
<b>B</b>	1.) Paver material, delivery & handling/blending	\$16,200	Town may wish to retain remainder of HDPE conduit for future projects. Only 1/3 of this cost is needed
	Add costReplace exsting	\$17,200	
	Brick Area with new Brick		
	Paving to match other	\$8,855	
	brick assemblies (Area C on	\$3,200	
	sheet LC-2.2) (Brick paving	\$4,585	
	detail 1 on LC4.1)	<b>(\$4,800)</b>	
	7.) Change SCH40 PVC conduit to HPDE conduit for horizontal drilling between light posts and meter	\$4,400	
		<b>\$49,640</b>	
<b>C</b>	1.) Replace existing sidewalk with new concrete sidewalk (~600 SF)	\$13,800	\$23/SF
	Add cost for Trench in Conduit rather than horizontal Drill, replace sidewalk above the trench	\$0	
		<b>\$13,800</b>	
<b>D</b>	1.) Cabinet purchase	\$4,395	
	Add Cost for Pedestal and assembly with a shorter lead time	\$793	
	2.) Meter, panel, disconnect, fuses	\$1,760	
	3.) Labor/ Upfit in shop for installation onsite	\$350	
	4.) Fuel surcharge for pickup/delivery to & from shop	\$730.00	
	5.) 10% OH & Profit	<b>(\$980)</b>	
	6.) Credit for Meter Pedestal	<b>\$7,048</b>	
TOTAL		<b>\$73,598</b>	

## TOWN OF MONTAGUE

And

H.M. NUNES &amp; SONS CONSTRUCTION, INC.

## AVENUE A STREETScape PHASE 3 CONTINUATION CONSTRUCTION PROJECT

## CONTRACT

ADDENDUM #1

**THIS ADDENDUM** made this 12th day of June, 2023 by and between the TOWN of MONTAGUE hereinafter referred to as the "Grant recipient", and H.M. NUNES & SONS CONSTRUCTION, INC., hereinafter referred to as the "Contractor".

**WITNESSETH THAT:** The "Grant Recipient" and the "Contractor" intend to amend their agreement dated the 7<sup>th</sup> day of November, 2022 in the following manner:

**ARTICLE 2. TIME OF COMPLETION**

The TOWN of MONTAGUE and the General Contractor, H.M. NUNES & SONS CONSTRUCTION, INC., mutually agree to amend **Article 2.** of their contract to extend the time of completion to **September 30, 2023** to complete the entirety of the project.

All other terms of this AGREEMENT shall remain in effect unless expressly stated and agreed upon in writing by all parties.

**IN WITNESS WHEREOF**, the "Grant Recipient" has executed this Agreement as of the day and year first above written.

TOWN OF MONTAGUE

H.M. NUNES &amp; SONS CONSTRUCTION, INC.

---

 Richard Kuklewicz, Selectboard – Chair

---

 Maria Nunes, Owner

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**The TOWN OF Montague**  
**AND**  
**FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**  
**for Age-friendly Planning**

This Memorandum of Understanding (hereinafter referred to as "Agreement") is by and between the Town of Montague, Massachusetts (hereinafter referred to as the "Town"), having a usual place of business at 1 Avenue A, Turners Falls, MA 01376, and the Franklin Regional Council of Governments, hereinafter called "FRCOG", doing business at 12 Olive St. Ste 2, Greenfield, MA 01301. This agreement is effective as of July 1, 2023.

Whereas the FRCOG proposes to engage the Town for the completion of the tasks outlined in Article 2 – Scope of Services.

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

**ARTICLE 1 ENGAGEMENT OF THE TOWN**

The FRCOG hereby engages the Town and the Town hereby accepts the engagement to perform services in connection with the preparation and completion of the tasks specified in the Scope of Services identified in Article 2.

The FRCOG may terminate this Agreement for nonperformance of the services required under this Agreement including the progress of work for such services. The FRCOG may also terminate this Agreement if funds from the MA Department of Public Health are not appropriated as planned for FY'25 and FY'26.

Upon receipt of written notification from the FRCOG to the Town that the Agreement or any portion thereof is to be terminated, the Town shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Town and shall transmit the same to the FRCOG on or before the fifteenth (15th) day following the receipt of the written notice of termination together with evaluation of the cost of the work performed. The Town shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the FRCOG.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

**ARTICLE 2 – SCOPE OF SERVICES of THE TOWN**

1. Convene small work group to work with FRCOG staff to set local age and dementia friendly community priorities. Up to \$4,230 is available to the town for FY'24 through this MOU. Funds should be used to support the planning and implementation process: Allowable costs include:
  - hiring an “age-friendly champion” from the town who will convene the workgroup throughout the planning process
  - expenses for food, childcare, travel for meetings or trainings and can be expended in the form of vouchers, as long as any of these do not offer cashback options
  - expenses for meeting support including equipment, meeting space, translation, technology and tech support.
  - Expenses related to Policy, System, or Environment (PSE) changes identified through the planning process.

Work group may include the Selectboard, Council on Aging, older adults, Board of Health, Public Library, Planning Board. We are especially interested in the participation of anyone with lived experience of disability.

- a. Review regional needs assessment data specific to Montague
- b. Answer additional questions about needs in the town not already included in regional needs assessment.
- c. Identify priority issues for making the town more age and dementia-friendly, including identifying root causes of those issues.
- d. Identify strategies to address priority issues
- e. Identify who is responsible for implementing strategy(ies).
- f. With support of FRCOG, identify resources to support implementation of strategy(ies).

DELIVERABLES: Convene workgroup, meet at least three times per year, identify priority issues and root causes, strategies to address priorities, who will implement priorities, and resources to support implementation.

The Town shall perform the professional services in accordance with this Agreement. The Town shall receive prior approval from the FRCOG for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Town is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of FRCOG and any work performed without the prior written agreement of the FRCOG, shall not be considered as work under this Agreement and payment for such work will not be allowed. The Town shall complete all work as specified in this Article.

### **ARTICLE 3 – TIME OF PERFORMANCE**

The time period covered under this agreement is from July 1, 2023-June 20, 2024, with the option to extend for two additional one year terms, pending appropriation of funds by the MA Department of Public Health.

#### **ARTICLE 4 RESPONSIBILITIES OF THE FRCOG**

FRCOG staff will provide guidance and support to Town throughout the planning process and with the identification of resources to support implementation.

FRCOG staff will inform the Town of free training on topics related to age and dementia-friendly work as it becomes available.

FRCOG will provide up to \$4230 for FY'24 to support Town's age and dementia-friendly planning and implementation. Amounts for FY'25 and FY'26 depend on appropriation by the MA Department of Public Health for those years.

#### **ARTICLE 5 PAYMENTS**

The Town shall be compensated on a cost reimbursement basis for services to be performed under this Agreement.

First class transportation and alcohol expenses are prohibited.

Payment will be made after the submission of an invoice in accordance with this section and the Scope of Services and typically within two weeks after receipt of invoice from the Town. Invoices should document periods or dates of service, staffing, hourly rates and description of services rendered. Backup invoices must be attached for reimbursement of any direct costs. We cannot reimburse for sales tax.

The final invoice for this project shall be submitted to the FRCOG no later than June 30, 2024.

The amount to be paid to the Town in this Agreement shall in no event exceed **\$4,230** for FY'24. Amounts for FY'25 and FY'26 depend on appropriation by the MA Department of Public Health for those years.

The FRCOG prefers to pay vendors by Electronic Funds Transfer (EFT) and will require completion of an enrollment form for direct payment of invoiced amounts to the Town's bank account with the signed contract.

#### **ARTICLE 6 OWNERSHIP OF WORK PRODUCT**

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, creative materials and other information prepared by the Town under this

Agreement. No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this Agreement is public property and cannot be copyrighted.

#### **ARTICLE 7 SEVERABILITY & APPLICABLE LAW**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

#### **ARTICLE 8 AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

#### **ARTICLE 9 ASSIGNABILITY**

The Town shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the FRCOG. No subcontract may be awarded by the Town, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the FRCOG.

#### **ARTICLE 10 - CONFLICT OF INTEREST**

No officer, employee, agent, or member of FRCOG or the Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or the Town, whether such interest is direct or indirect. FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

#### **ARTICLE 11 NON DISCRIMINATION**

The Town shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

## **ARTICLE 12 INDEMNITY and INSURANCE**

The Town shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town's performance under this agreement but only to the extent and in an amount the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L.c. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The Town shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts

## **ARTICLE 13 FORCE MAJEURE**

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

## **ARTICLE 14 GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

#### **ARTICLE 15 – VIOLATION OF LAW**

The Town shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

#### **ARTICLE 16 – AVAILABILITY OF FUNDS**

The compensation provided by this Agreement is subject to the continued availability of grant funds and the continued availability of any other funds anticipated or earmarked for the work hereunder.

#### **ARTICLE 17: MARGINAL HEADINGS, PRONOUNS**

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

#### **ARTICLE 18- - ENTIRE UNDERSTANDING**

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the dates written below:

For the TOWN OF Montague:

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Signature Date

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

\_\_\_\_\_  
Linda Dunlavy  
Executive Director

\_\_\_\_\_  
Signature Date

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to

programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator [civilrights@frcog.org](mailto:civilrights@frcog.org) .

For FRCOG Use Only

Contract Reviewed by CPO: \_\_\_\_\_ Finance: \_\_\_\_\_ Grant Line # 04-473 \_\_\_\_\_

Section 00 52 00  
**AWARDING AUTHORITY/CONTRACTOR AGREEMENT**  
 MGL c.149 Over \$150K

This agreement made the 19<sup>th</sup> day of May 2023 by and between the **TOWN OF MONTAGUE**, hereinafter called the "Awarding Authority", and **Triumph Roofing, Inc.**, hereinafter called the "Contractor".

*Witnesseth*, that the Awarding Authority and the Contractor, for the consideration hereinunder named, agrees as follows:

**Article 1. Scope of Work:** The Contractor shall perform all Work required by the Contract Documents for **ROOF REPLACEMENTS – Shea Theater and Colle Building** referred to in the Contract Documents prepared by **HELENE-KARL ARCHITECTS, INC.** as and referred to as the "Prime Designer".

**Article 2. Time of Completion:** The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within **120** calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 8 of the General Conditions of the Contract and/or a minimum of \$500/day.

**Article 3. Contract Sum:** The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of: Two Hundred Five Thousand Dollars \$ 205,000.

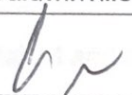
**Article 4. The Contract Documents:** The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, General and Supplemental Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Drawings, Addenda and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**Article 5. Alternates:** The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: **None**.

**Article 6. REAP Certification:** Pursuant to M.G.L. c.62(c), sec.49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Article 7. Validation:** This Contract will not be valid until signed by the Authorized Signatory.

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

<sup>1</sup> Contractor	AWARDING AUTHORITY
Triumph Roofing Inc.	Town of Montague
46 Elm Street	One Avenue A
Baldwinville, MA 01436	Turners Falls, MA 01376
	on the ____ day of _____
Eric F. Garlisi	By its Selectboard
President	
<sup>1</sup> If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.	

And to act as principal to execute this instrument, which Contract and Bonds were presented to and made part of the record of said meeting. I further certify that \_\_\_\_\_ is duly qualified and authorized.

\_\_\_\_\_  
Name of Corporate Officer  
\_\_\_\_\_  
of the Corporation and that said vote has not been  
\_\_\_\_\_  
Title  
repealed, rescinded, or amended.

A true copy of the record,

Attest: \_\_\_\_\_

(CORPORATE SEAL)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, duly designated by the Board of Directors of \_\_\_\_\_, proved to me, through submission of evidence of identification, which was \_\_\_\_\_, that she is the person whose name is signed on the foregoing documents, and acknowledged to me that she signed it voluntarily for its stated purpose and that it was her free act and deed.

Notary Public  
My Commission Expires \_\_\_\_\_



SURETY BOND PROFESSIONALS, INC.

205 Union St., 2<sup>nd</sup> Floor, Natick, MA 01760

**Toll Free:** 855-5 SURETY (855-578-7389) **Office:** 781-559-0568 | **Fax:** 781-559-0569

Triumph Roofing Inc.  
46 Elm Street  
Baldwinville, MA 01436

Fold Here

## INVOICE

<b>BOND #</b> UCSX333X2819	<b>INVOICE #</b> 012825	<b>EFFECTIVE DATE</b> 6/01/2023	<b>EXPIRATION DATE</b> 5/31/2024
<b>PRINCIPAL</b> TRIUMPH ROOFING INC.			
<b>OBLIGEE</b> Town of Montague 1 Avenue A Turner Falls, MA 01376			
<b>CARRIER</b> United Casualty And Surety Insurance Company			
<b>PROJECT DESCRIPTION</b> Roof Replacements - Shea Theater and Colle Building			
<b>BOND DESCRIPTION</b> AIA - A312 - P&P BOND		<b>SAA CODE</b>	<b>JOB STATE</b> MA
<b>BOND AMOUNT</b> \$205,000.00	<b>PREMIUM DUE</b> \$6,150.00		
<b>FEE DESCRIPTION</b>		<b>INVOICE AMOUNT</b> \$6,150.00	
<b>+FEE AMT.</b>		<b>PAYMENT DESCRIPTION</b>	
<b>NOTES:</b> ***FINAL PREMIUM IS BASED ON FINAL CONTRACT PRICE***		<b>-PAY AMT.</b>	
		<b>NET DUE \$6,150.00</b>	

PLEASE REFERENCE BOND AND / OR INVOICE NUMBER ON CHECK  
**PAYMENT IS DUE WITHIN 30 DAYS**

INVOICE DATED: June 1, 2023

**NOW ACCEPTING ONLINE PAYMENTS!**

**PAY YOUR BILL ONLINE BY VISITING [HTTPS://SURETYBONDPROFESSIONALS.EPAYPOLICY.COM](https://SURETYBONDPROFESSIONALS.EPAYPOLICY.COM)**



**SURETY BOND  
PROFESSIONALS**  
INC.  
LET US BE YOUR BOND PARTNER

### **PERFORMANCE AND/OR PAYMENT BONDS ATTACHED**

Attached, please find the Performance and/or Payment Bonds you requested. Please review these for accuracy and be certain to sign, seal, and witness as appropriate.

PLEASE NOTE that in some instances you will have to fill in the date on the bond and on the power of attorney. This is left blank intentionally as in certain cases the owner/obligee may want to fill such in themselves.

We greatly value the relationship we have established so if we can lend our support or assistance at any point in the future, do not hesitate to contact us.

If you know anyone who might benefit from our bonding services, please let us know or provide them with our contact information.

Thank you!

Bond No. UCSX333X2819

Section 00 61 02  
PERFORMANCE BOND - CONTRACTOR  
MGL c. 149 over \$150,000

**KNOW ALL MEN BY THESE PRESENTS:**

That we, Triumph Roofing, Inc.

as **Principal**, and United Casualty and Surety Insurance Company

as **Surety**, are held and firmly bound unto the **TOWN OF MONTAGUE** as **Obligee**, in  
the sum of

Two Hundred Five Thousand and no/100 Dollars \$ 205,000.00.

to be paid to the Obligee, for which payments, well and truly to be made, we bind  
ourselves, our respective heirs, executors, administrators, successors, and assigns,  
jointly and severally, firmly by these presents.

**WHEREAS**, the said **Principal** has made a contract with the **Obligee**, bearing the date  
of May 19, 20 23 for the construction of **ROOF REPLACEMENTS –**  
**Shea Theater and Colle Building** in Turners Falls, Massachusetts.

**NOW**, the condition of this obligation is such that if the **Principal** and all Subcontractors  
under said contract shall well and truly keep and perform all the undertakings, covenants,  
agreement, terms and conditions of said contract on its part to be kept and performed  
during the original term of said contract and any extensions thereof that may be granted  
by the Obligee, with or without notice to the **Surety**, and during the life and any guarantee  
required under the contract, and shall also well and truly keep and perform all the  
undertakings, covenants, agreements, terms and conditions of any and all duly  
authorized modifications, alterations changes or additions to said contract that may  
hereafter be made, notice to the **Surety** of such modifications, alterations, changes or  
additions being hereby waived, then this obligation shall become null and void; otherwise,  
it shall remain in full force and virtue.

**IN THE EVENT**, that the contract is abandoned by the **Principal**, or in the event that the  
Obligee, under the provisions of Article 17 of the General Conditions of said contract  
terminates the employment of the **Principal** or the authority of the **Principal** to continue  
the work, said **Surety** hereby further agrees that said **Surety** shall, if requested in writing  
by the Obligee, take such action as is necessary to complete said contract.

**IN WITNESS WHEREOF**, the **Principal** and **Surety** have hereunto set their hands and  
seals this: 1st Day of June 20 23.

**PRINCIPAL** Triumph Roofing, Inc. **SURETY** United Casualty and Surety Insurance Company

By: \_\_\_\_\_ By: Matthew Leskanic  
Seal Matthew Leskanic Attorney-in Fact

Attest: \_\_\_\_\_ Attest: [Signature]

The rate for the bond is 3 % for the first \$ 205,000.00

and N/A % for the next \$ N/A

The total premium for this bond is \$ 6,150.00

Bond No. UCSX333X2819

Section 00 61 01  
**PAYMENT BOND – CONTRACTOR**  
MGL c.149 Over \$150K

**KNOW ALL MEN BY THESE PRESENTS:**

That we, Triumph Roofing, Inc.  
as **Principal**, and United Casualty and Surety Insurance Company  
as **Surety**, are held and firmly bound unto the **TOWN OF MONTAGUE** as **Obligee**, in  
the sum of

Two Hundred Five Thousand and no/100 Dollars \$ 205,000.00

to be paid to the Obligee, for which payments, well and truly to be made, we bind  
ourselves, our respective heirs, executors, administrators, successors, and assigns,  
jointly and severally, firmly by these presents.

**WHEREAS**, the said **Principal** has made a contract with the **Obligee**, bearing the date  
of May 19, 20 23 for the construction of **ROOF REPLACEMENTS –**  
**Shea Theater and Colle Building** in Turners Falls, Massachusetts.

**NOW** the conditions of this obligation are such that if the **Principal** and all subcontractors  
under said contract shall pay for all labor performed or furnished and for all materials  
used or employed in said contract and in any and all duly authorized modifications,  
alterations, extensions of time, changes or additions to said contract that may hereafter  
be made, notice to the **Surety** of such modifications, alterations, extensions of time,  
changes or additions being hereby waived, the foregoing to include any other purposes or  
items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149  
§29, as amended, then this obligation shall become null and void; otherwise it shall  
remain in full force and virtue.

**IN WITNESS WHEREOF**, the **Principal** and **Surety** have hereunto set their hands and  
seals this: 1st Day of June 20 23.

**PRINCIPAL** Triumph Roofing, Inc.

**SURETY** United Casualty and Surety Insurance Company

By: \_\_\_\_\_

By: Matthew Leskanic

Matthew Leskanic

Attorney-in Fact

Seal  
Attest: \_\_\_\_\_

Attest: Reginald James

1 of 2

The rate for the bond is 3 % for the first \$ 205,000.00  
and N/A % for the next \$ N/A.  
The total premium for this bond is \$ 6,150.00.



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

## POWER OF ATTORNEY

Agency No. 171333

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Mark D. Leskanic, Matthew Leskanic, Greg Angel**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Five Million & 00/100 Dollars (\$5,000,000.00). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 23rd day of March, 2022.



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

  
 Joel R. Chachkes, Treasurer

### Corporate Seals

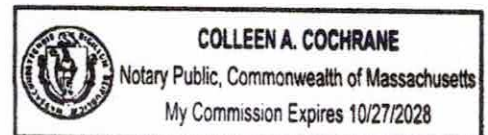
Commonwealth of Massachusetts  
 County of Middlesex ss:

On this 23rd day of March, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared, Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
 WITNESS my hand and seal.

  
 Colleen A. Cochrane, Notary Public Commission Expires: 10/27/2028

(Seal)




I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 1<sup>st</sup> day of

June, 2023

### Corporate Seals



  
 Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [CONFIRMBOND@UNITEDCASUALTY.COM](mailto:CONFIRMBOND@UNITEDCASUALTY.COM)

# Massachusetts Economic Growth and Challenges in the Age of COVID-19

May 19<sup>th</sup>, 2023

**Mark Melnik, Ph.D.**

**Director of Economic & Public Policy Research**

**UMass Donahue Institute**

# Massachusetts at a Glance

**3.5%**

**Unemployment Rate**  
March 2023  
(28th lowest in the nation)

**6.3%**

**Unemployment Rate (U-6)**  
2022  
(24th lowest in the nation)

**-0.7%**

**Population Change**  
2020-2022  
(8th lowest in the nation)

**2.8%**

**Job Growth**  
March 2022 – March 2023  
(9th highest in the nation)

**17.6%**

**Foreign Born Residents**  
2021  
(7th highest in the nation)

**10.4%**

**Below Poverty Rate**  
2021  
(9th lowest in the nation)

**39.9**

**Median Age**  
2021  
(17th oldest in the nation)

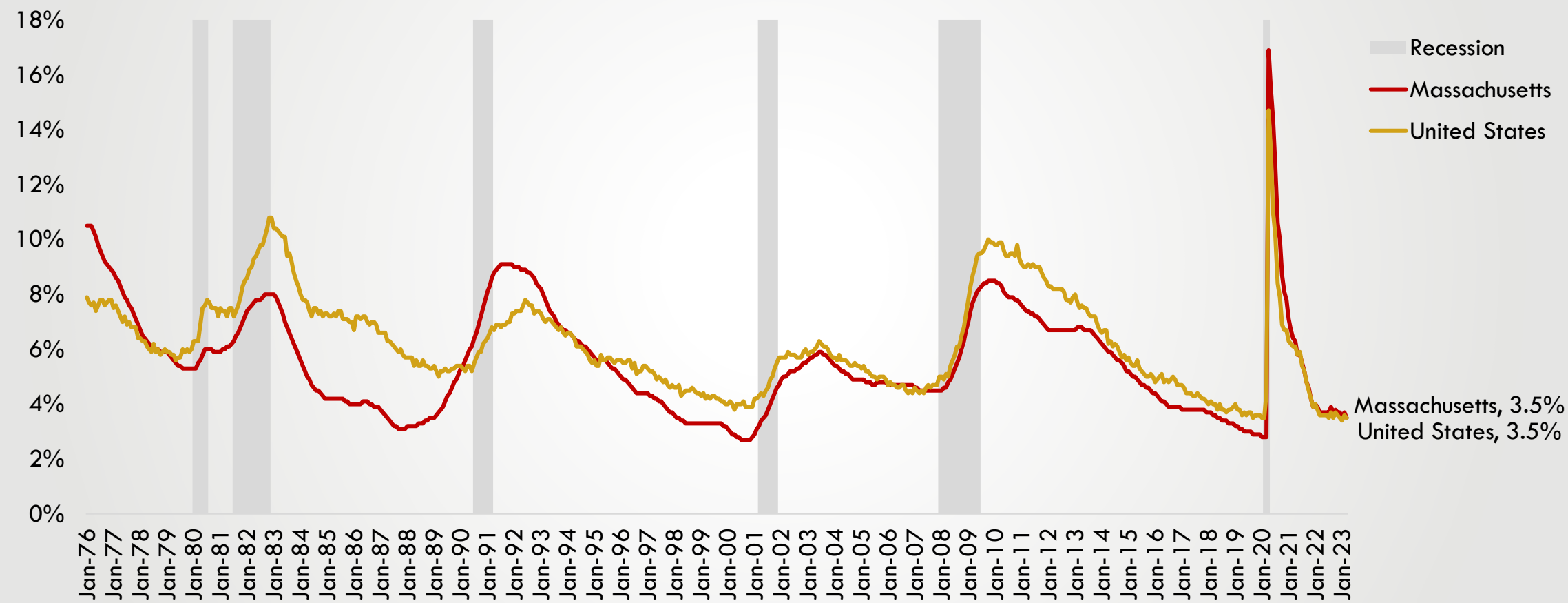
**46.6%**

**Have a College Degree**  
2021  
(highest in the nation)

Sources: Massachusetts Executive Office of Labor and Workforce Development, Local Area Unemployment (LAU) Statistics; Bureau of Labor Statistics; U.S. Census Bureau American Community Survey 2021, 1 Year Estimates; UMass Donahue Institute MassDOT Vintage 2022 Population Projections. November 2022. (UMDI-DOT V2022).

# In the spring of 2020, unemployment reached historic highs and has since returned to pre-pandemic lows

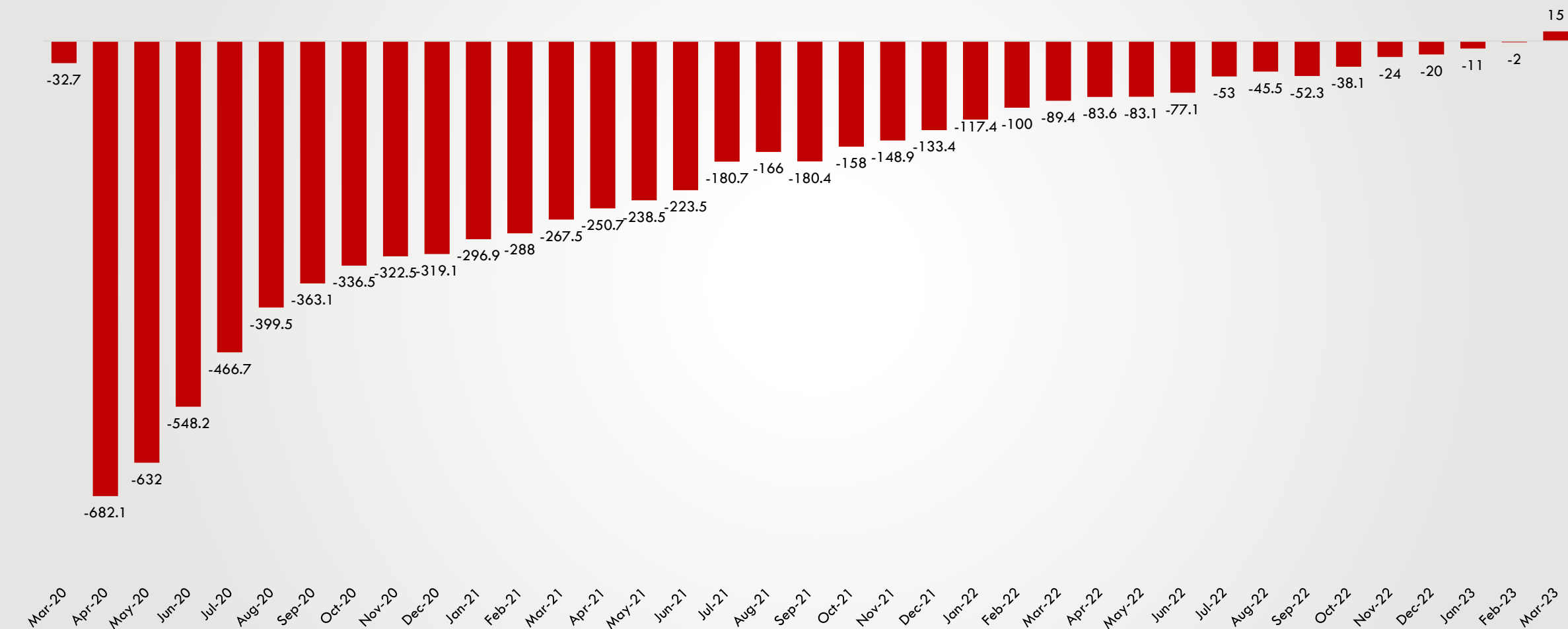
Unemployment rates in Massachusetts and the United States as of March 2023 (Seasonally adjusted)



Source: Massachusetts Executive Office of Labor and Workforce Development, Local Area Unemployment (LAU) Statistics; UMDI analysis

# Three years into the pandemic, MA has now recovered from Spring 2020 jobs losses

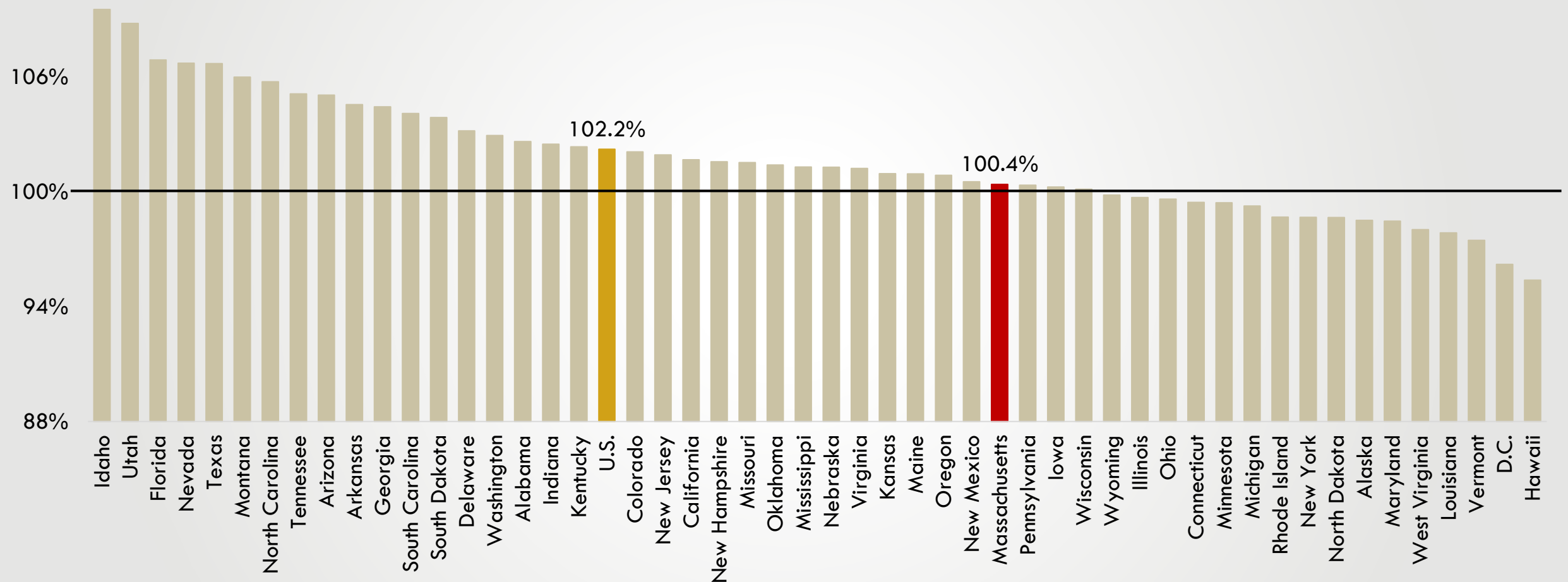
Jobs deficit in Massachusetts relative to February 2020 peak in 1,000s (Seasonally adjusted)



Source: Massachusetts Executive Office of Labor and Workforce Development, Current Employment Statistics (CES-790); UMDI analysis

# The shutdown in Massachusetts was more severe than in most states, and MA ranks 33rd in job recovery in the U.S.

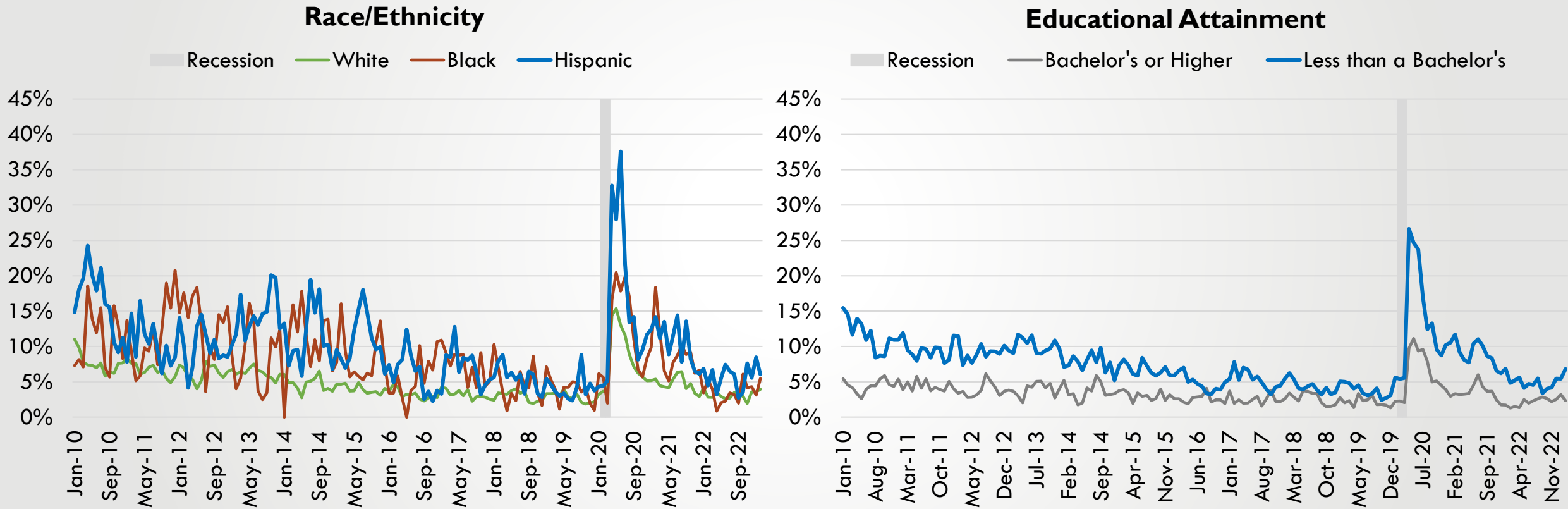
Job recovery rates in Massachusetts and all states, February 2020 and March 2023 (Seasonally adjusted)



Source: Bureau of Labor Statistics, Current Employment Statistics; UMDI analysis

# Unemployment has also been highest among people of color and workers with less than a Bachelor's Degree

Unemployment rates in Massachusetts by demographics, January 2010-February 2023 (Not seasonally adjusted)



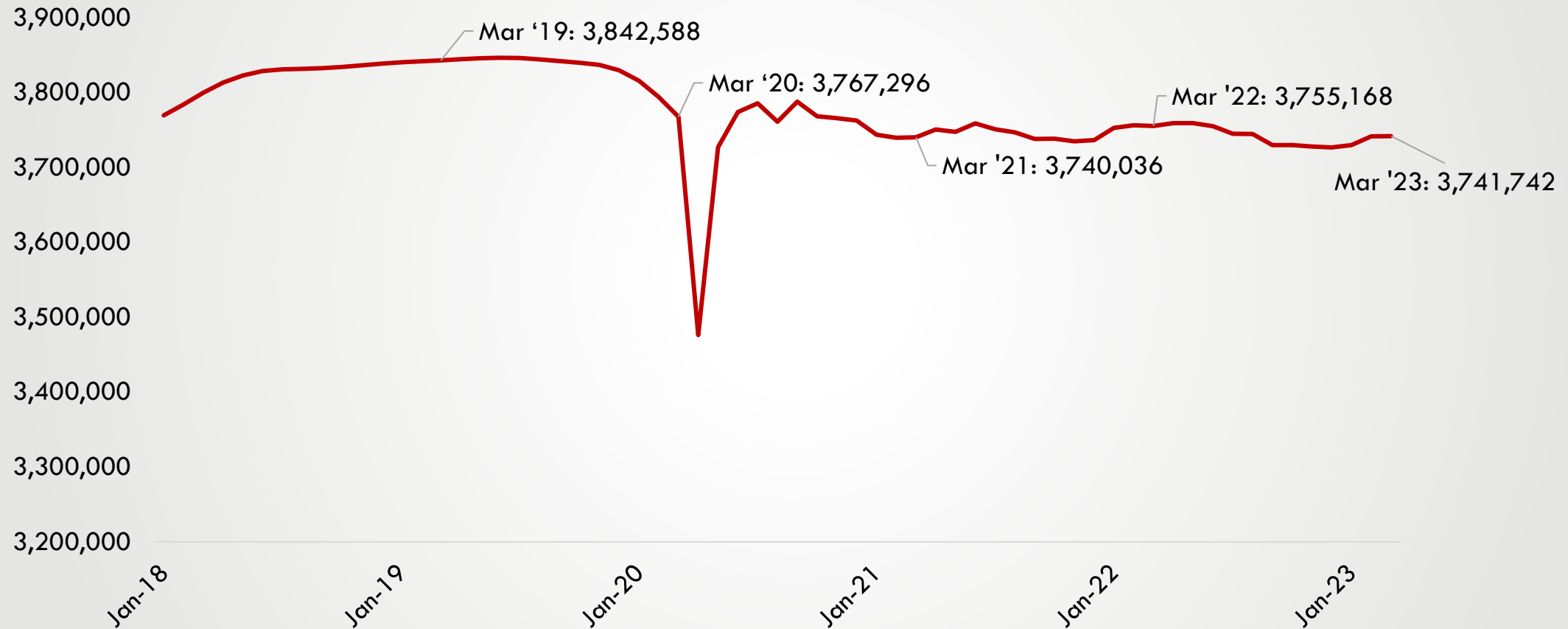
Source: Source: Sarah Flood, Miriam King, Renae Rodgers, Steven Ruggles, J. Robert Warren and Michael Westberry. Integrated Public Use Microdata Series, Current Population Survey: Version 9.0 [dataset]. Minneapolis, MN: IPUMS, 2021; UMDI analysis

Note: Data are not seasonally adjusted. Black and white are not Hispanic. Hispanic includes any race.



# The labor force has not recovered to pre-pandemic levels

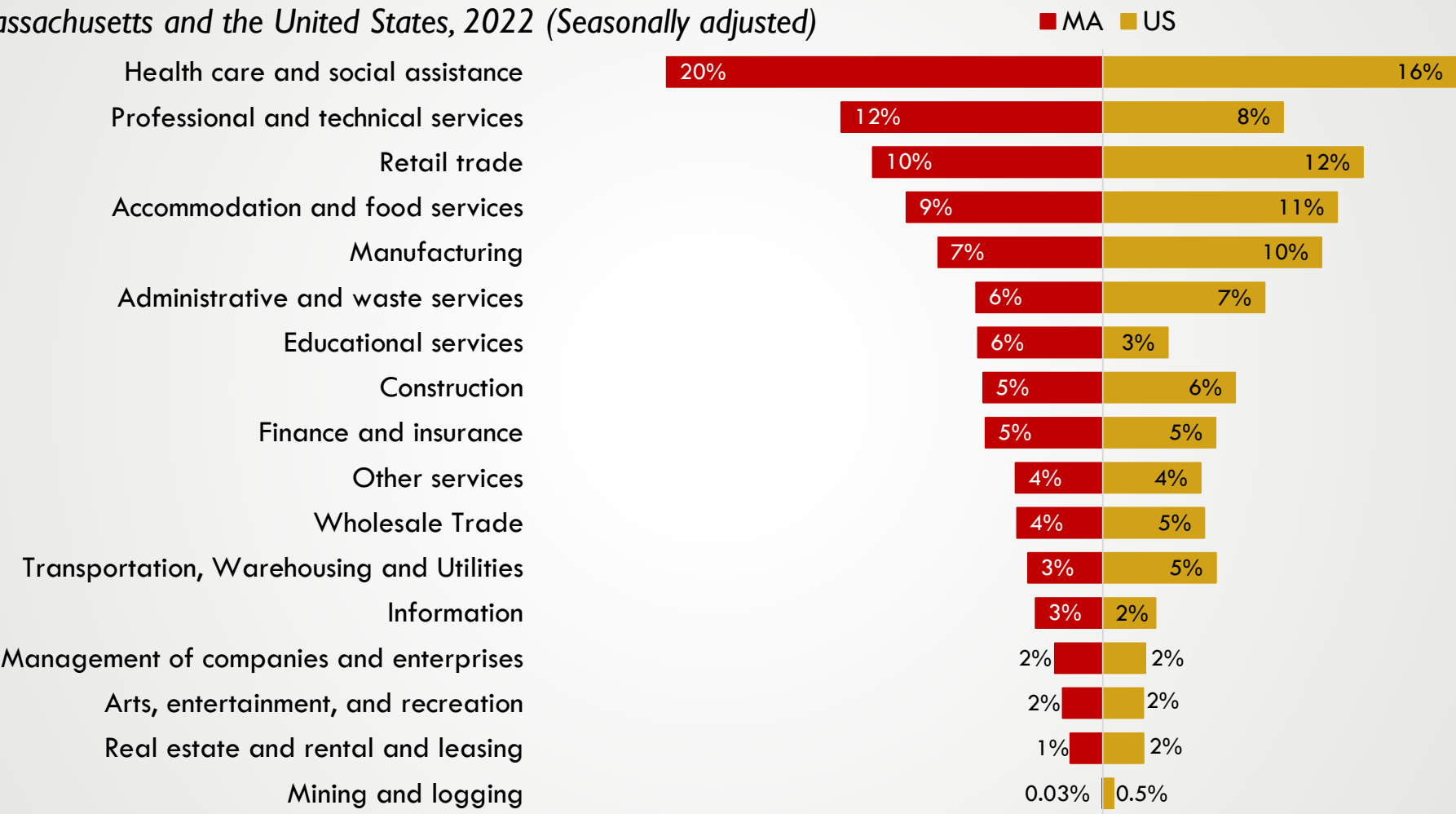
Massachusetts Labor Force, January 2018 – March 2023 (Seasonally adjusted)



Source: Massachusetts Executive Office of Labor and Workforce Development, Local Area Unemployment (LAU) Statistics; UMass Donahue Institute MassDOT Vintage 2018 Population Projections. September 2018. (UMDI-DOTV2018)

# MA is competitive in health care; professional services, and education compared to the US overall

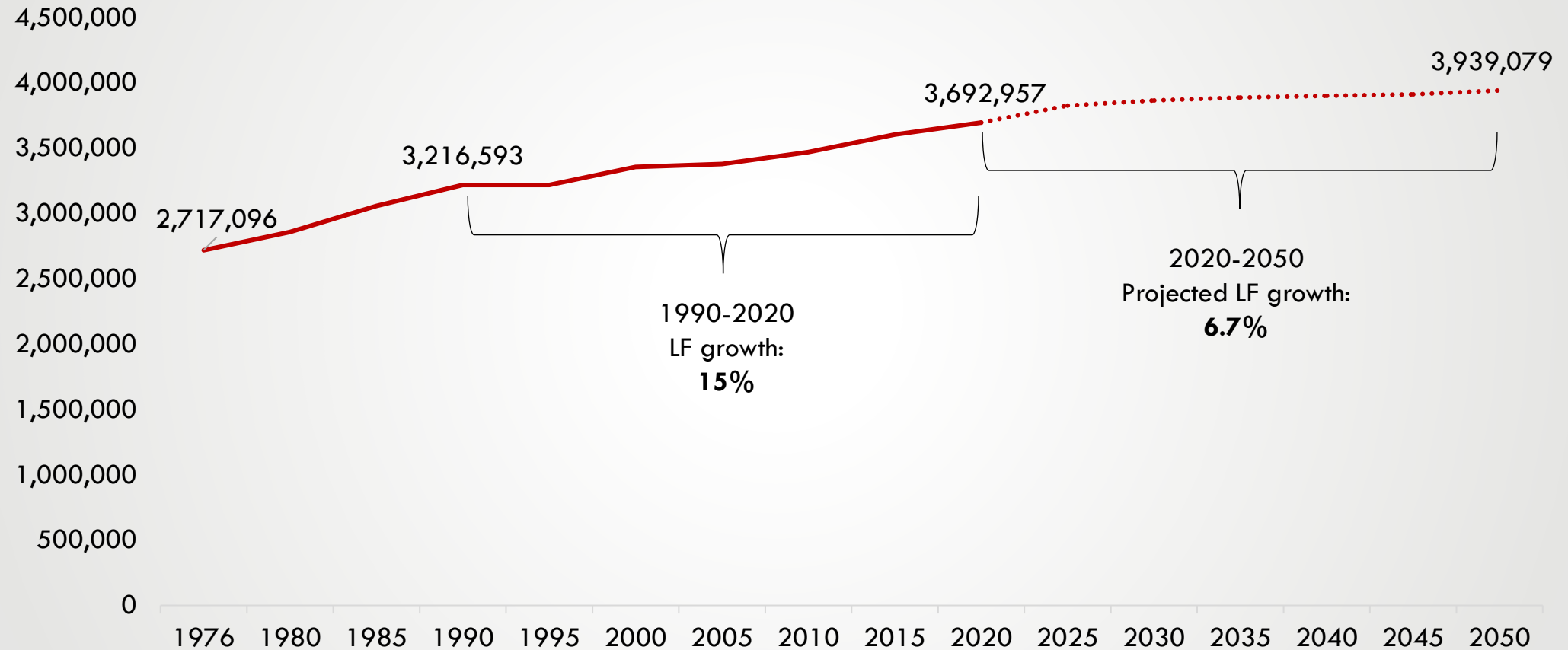
Industry Mix for Massachusetts and the United States, 2022 (Seasonally adjusted)



Source: Bureau of Labor Statistics Current Employment Statistics; UMDI analysis

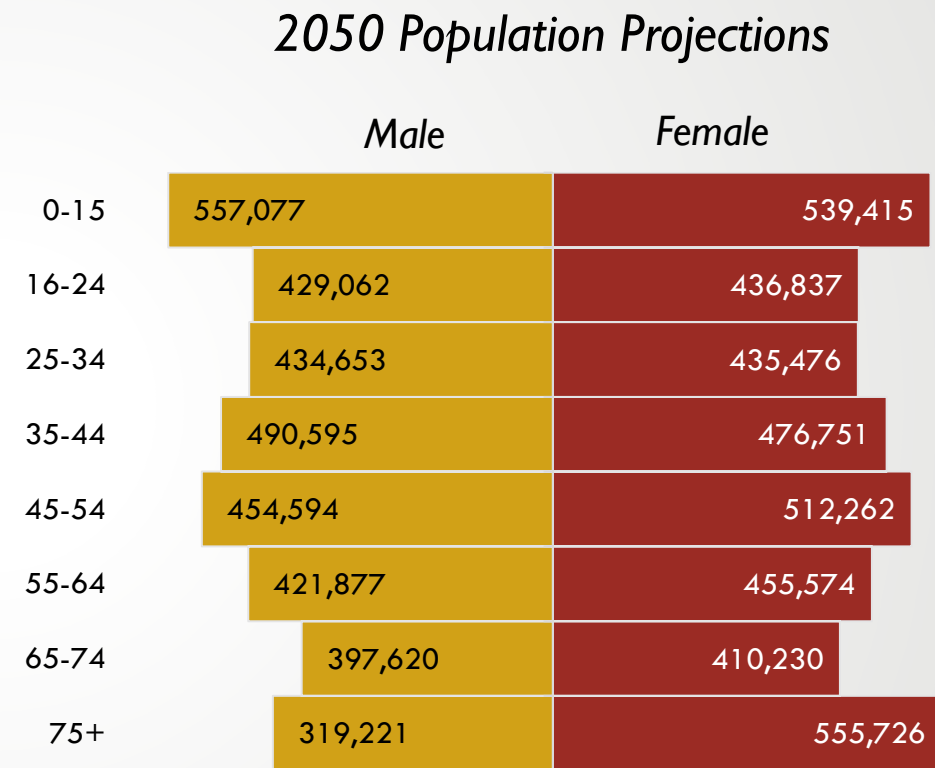
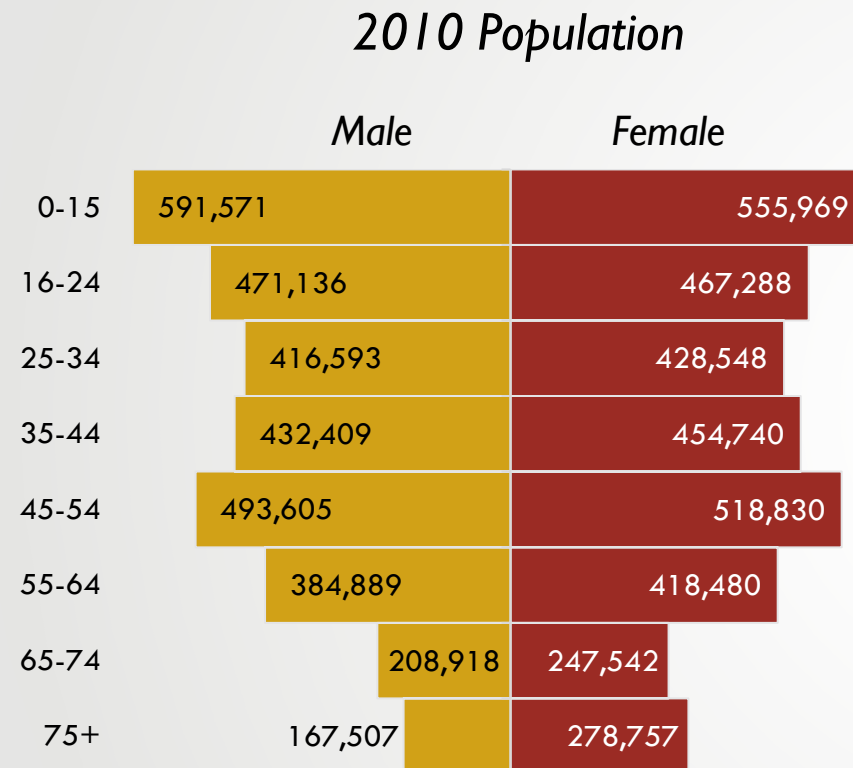
# The labor force in Massachusetts is projected to grow at a significantly slower pace over the next 30 years

Projected Massachusetts Labor Force through 2050 (Seasonally adjusted)



Source: Massachusetts Executive Office of Labor and Workforce Development, Local Area Unemployment (LAU) Statistics; UMass Donahue Institute MassDOT  
Vintage 2022 Population Projections. November 2022. (UMDI-DOTV2022).

# Massachusetts's growth in our 65+ age groups will far exceed growth in our working age population through 2050

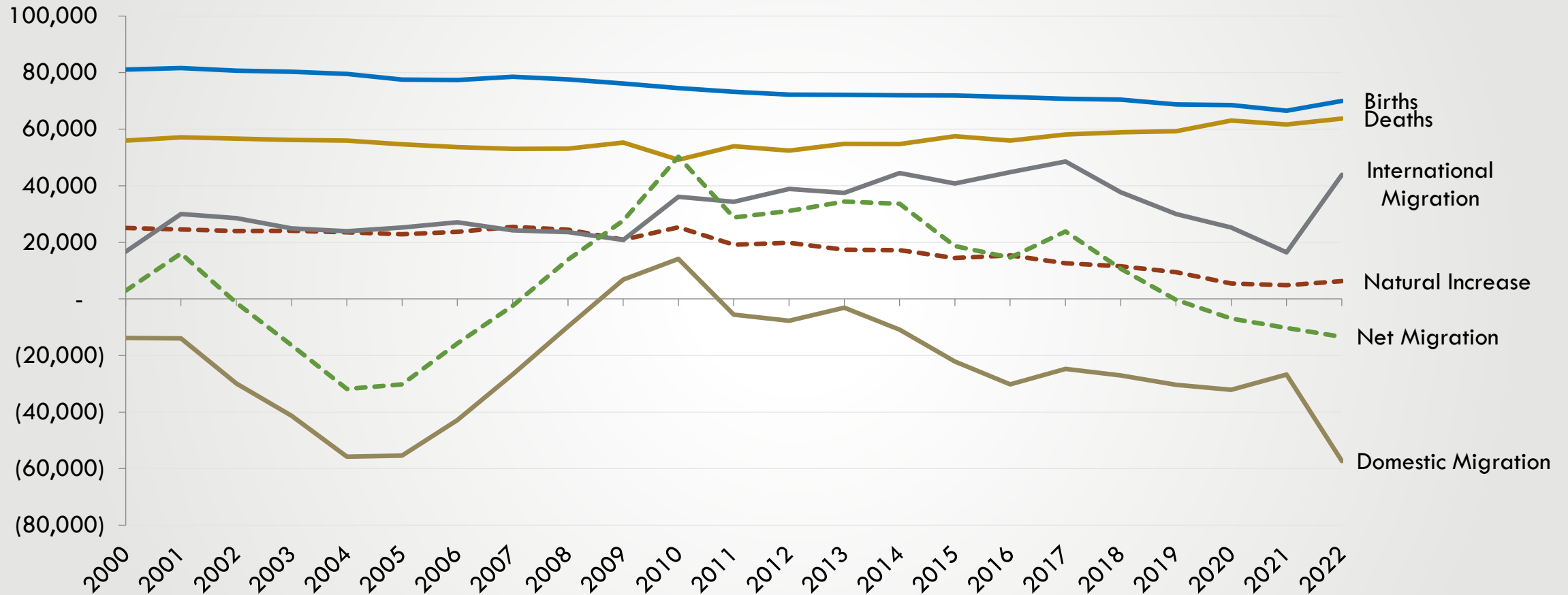


Source: UMass Donahue Institute MassDOT Vintage 2022 Population Projections. November 2022. (UMDI-DOTV2022).



# Massachusetts population growth depends on international migration

Massachusetts estimated components of population change, 2000-2022



Source: UMass Donahue Institute. Source Data: ST-2000-7; CO-EST2010-ALLDATA; and NST-EST2018-ALLDATA, U.S. Census Bureau Population Division.

Note: no full year data for decennial years of 2000, 2010, and 2020. Data for these years is extrapolated from a three month sample.

# Massachusetts experiences the most churn in residential migration in its college-aged and immediately post-college cohorts

*Age Profiles of Massachusetts, In Migrants to Massachusetts, and Out Migrants from Massachusetts, 2020-2021*

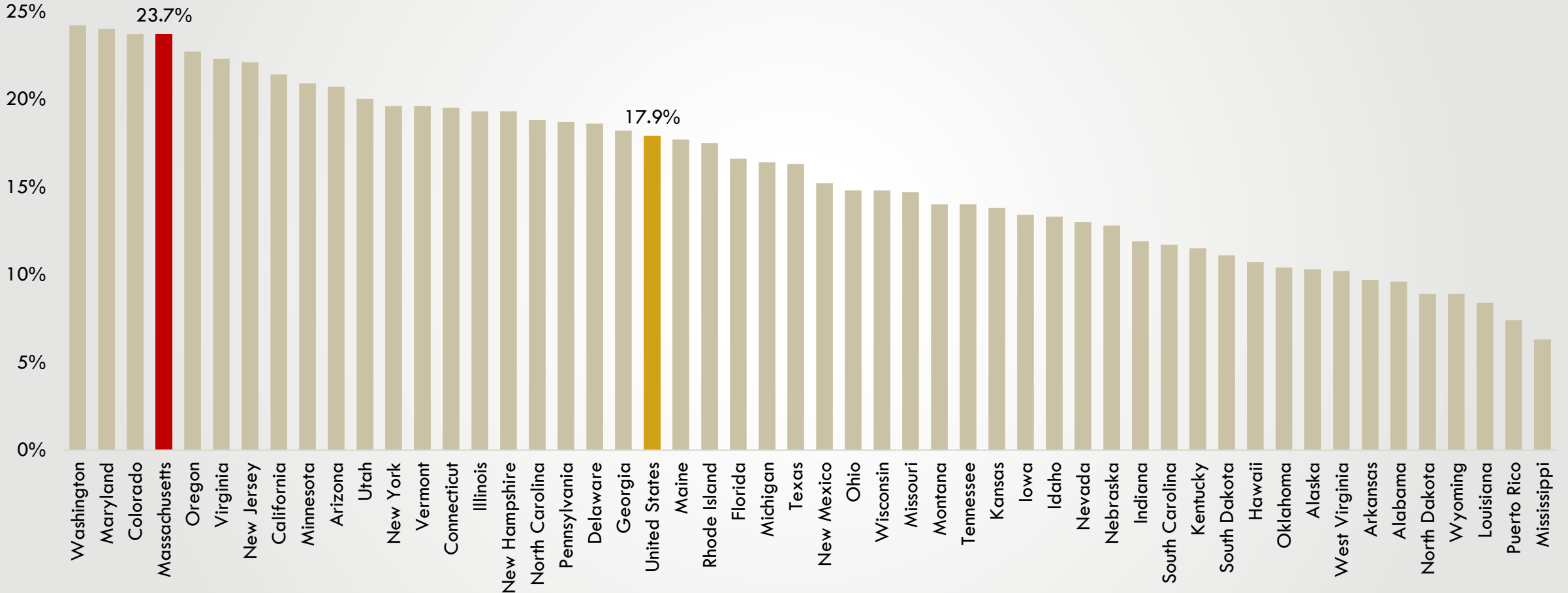
Age Groups	Baseline		In-Migrants		Out-Migrants		Net Migrants	
	N	%	N	%	N	%	N	Rank
0-17	1,361,814	19.5%	13,893	8.4%	23,892	11.5%	-9,999	8
18-24	688,062	9.9%	62,723	37.9%	55,198	26.7%	7,525	1
25-34	982,106	14.1%	44,636	27.0%	62,400	30.1%	-17,764	9
35-44	895,259	12.8%	13,814	8.3%	21,302	10.3%	-7,488	7
45-54	878,052	12.6%	10,984	6.6%	15,821	7.6%	-4,837	6
55-64	961,225	13.8%	9,131	5.5%	13,428	6.5%	-4,297	5
65-74	733,383	10.5%	5,676	3.4%	9,237	4.5%	-3,561	4
75-84	335,499	4.8%	3,088	1.9%	4,247	2.1%	-1,159	3
85+	149,323	2.1%	1,665	1.0%	1,540	0.7%	125	2
Total	6,984,723	100.0%	165,610	100.0%	207,065	100.0%	-41,455	

Source: U.S. Census Bureau ACS Microdata, 2021. Steven Ruggles, Sarah Flood, Ronald Goeken, Megan Schouweiler and Matthew Sobek. IPUMS USA: Version 12.0 [dataset]. Minneapolis, MN: IPUMS, 2022. <https://doi.org/10.18128/D010.V12.0>



# Massachusetts has the fourth-highest rate of remote work in the United States

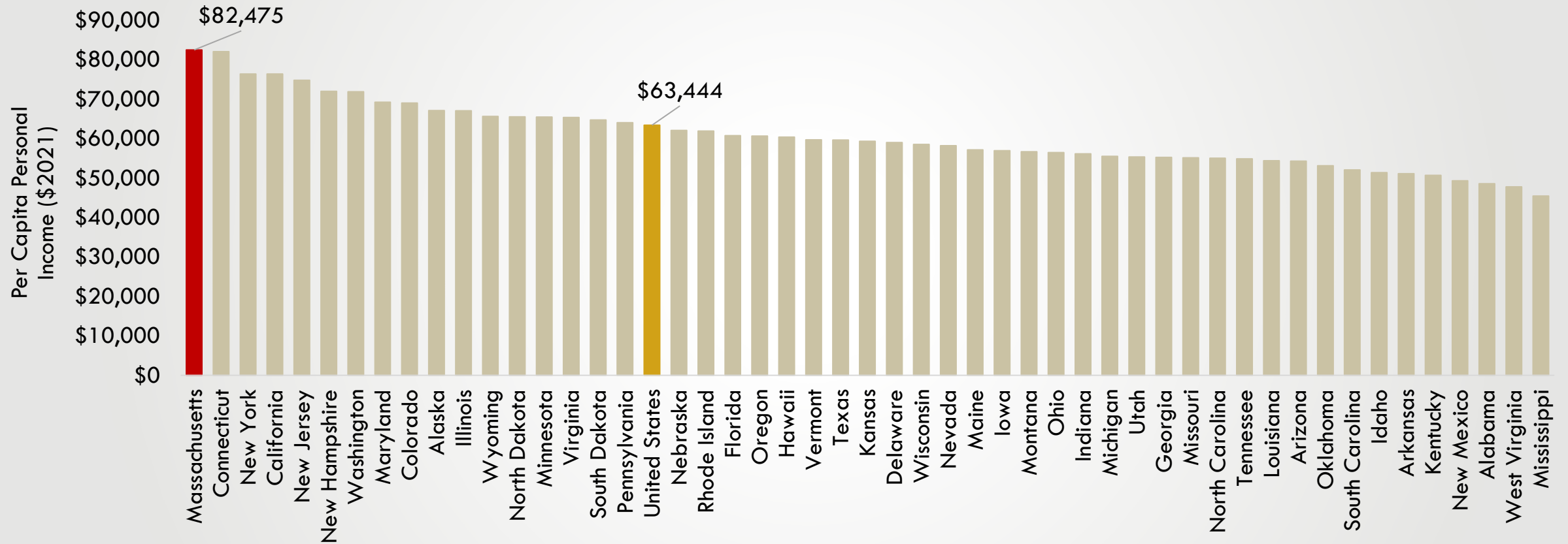
Percentage of workers who work from home, 2021



Source: US Census Bureau, American Community Survey One-Year Estimates, 2021.

# Massachusetts per capita income reached \$82,475 in 2021 — 30% higher than the national average

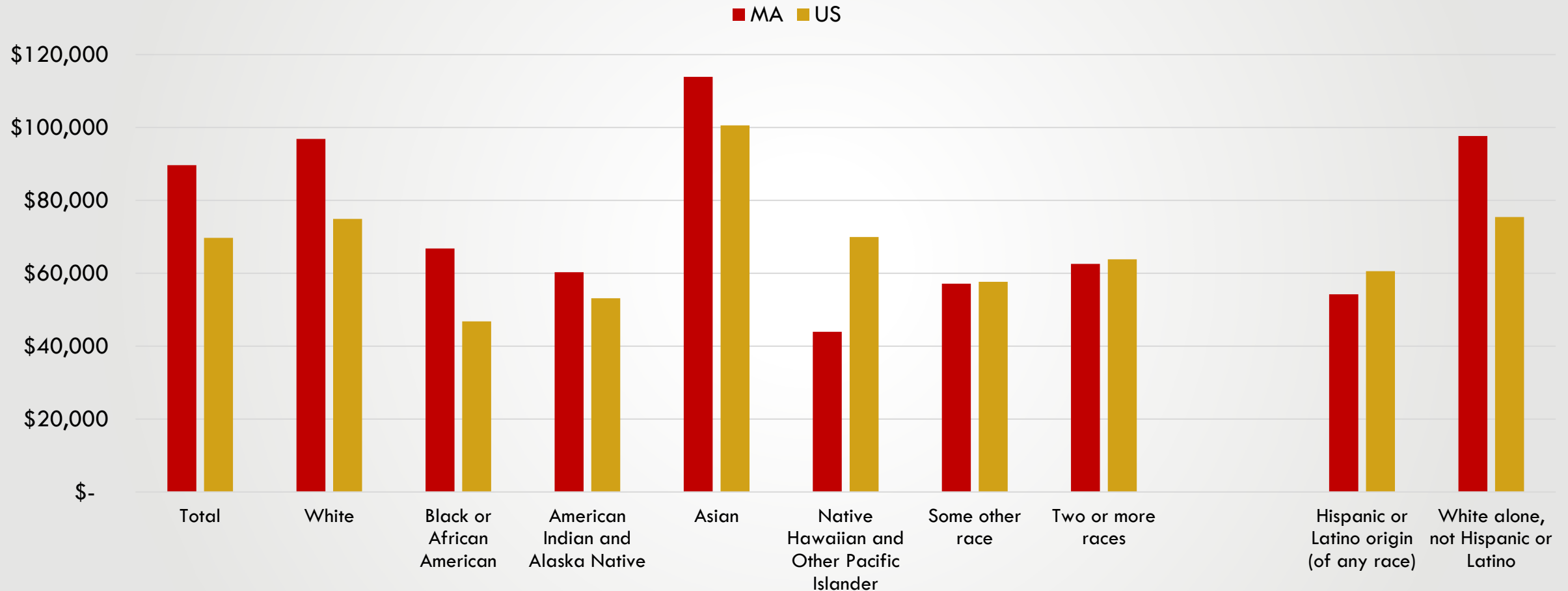
Per capita income by state, 2021



Source: U.S. Bureau of Economic Analysis (BEA), SAINCI Personal Income Summary: Personal Income, Population, Per Capita Personal Income; UMDI analysis

# Massachusetts has a higher per capita income than the United States across almost every ethnic group, but still reflects the income disparities seen across the country

*Per capita income in the past 12 months (in 2021 inflation-adjusted dollars) by Race and Ethnicity*



Source: ACS 2021 1-Year Estimates, Table B1903, UMDI Analysis

# Despite having the highest per capita income in the country, Massachusetts struggles with high cost of living

## Massachusetts ranks...

**Top 5**

**Most expensive  
childcare**

**4<sup>th</sup>**

**Most expensive  
electricity**

**3<sup>rd</sup>**

**Most expensive  
natural gas**

**5<sup>th</sup>**

**Highest home value**

**2<sup>nd</sup>**

**Worst traffic  
(Boston MSA)**

**... out of all U.S. states**

Sources: Child Care: Center for American Progress, *The True Cost of High-Quality Child Care Across the United States* Table I. Electricity and Natural Gas: US Energy Information Administration. Home Value: Zillow Home Value Index. Traffic: Inrix 2022 Global Traffic Scorecard.

# The Pioneer Valley at a Glance

**4.2%**

**Unemployment Rate  
Pioneer Valley  
Mar2023**

**-1,400**

**Job deficit compared to 2/20  
Springfield NECTA  
Feb 2023**

**-0.7%**

**Population Change  
Pioneer Valley  
2020-2022**

**2.7%**

**Job Growth  
Springfield NECTA  
2021-2022**

**8.9%**

**Foreign Born Residents  
Pioneer Valley  
2021**

**15.4%**

**Below Poverty Rate  
Pioneer Valley  
2021**

**39.9**

**Median Age  
Hampden County  
2021**

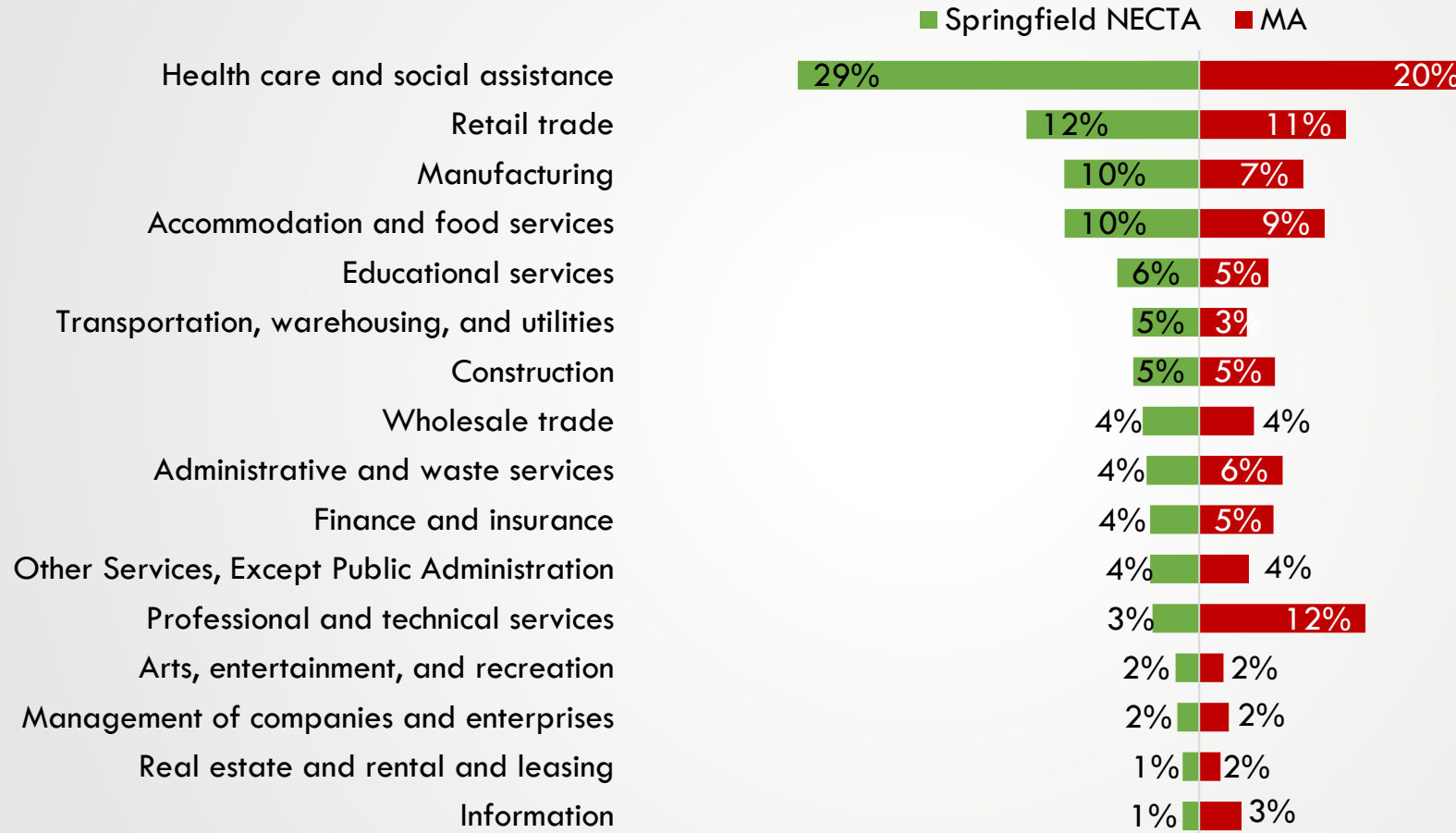
**36.2%**

**Have a College Degree  
Pioneer Valley  
2021**

Sources: Massachusetts Executive Office of Labor and Workforce Development, Local Area Unemployment (LAU) Statistics and Current Employment Statistics; Bureau of Labor Statistics; U.S. Census Bureau American Community Survey 2021, 1 Year Estimates; UMass Donahue Institute MassDOT Vintage 2022 Population Projections. November 2022. (UMDI-DOT V2022).

# The Pioneer Valley industry mix differs significantly from the Commonwealth overall

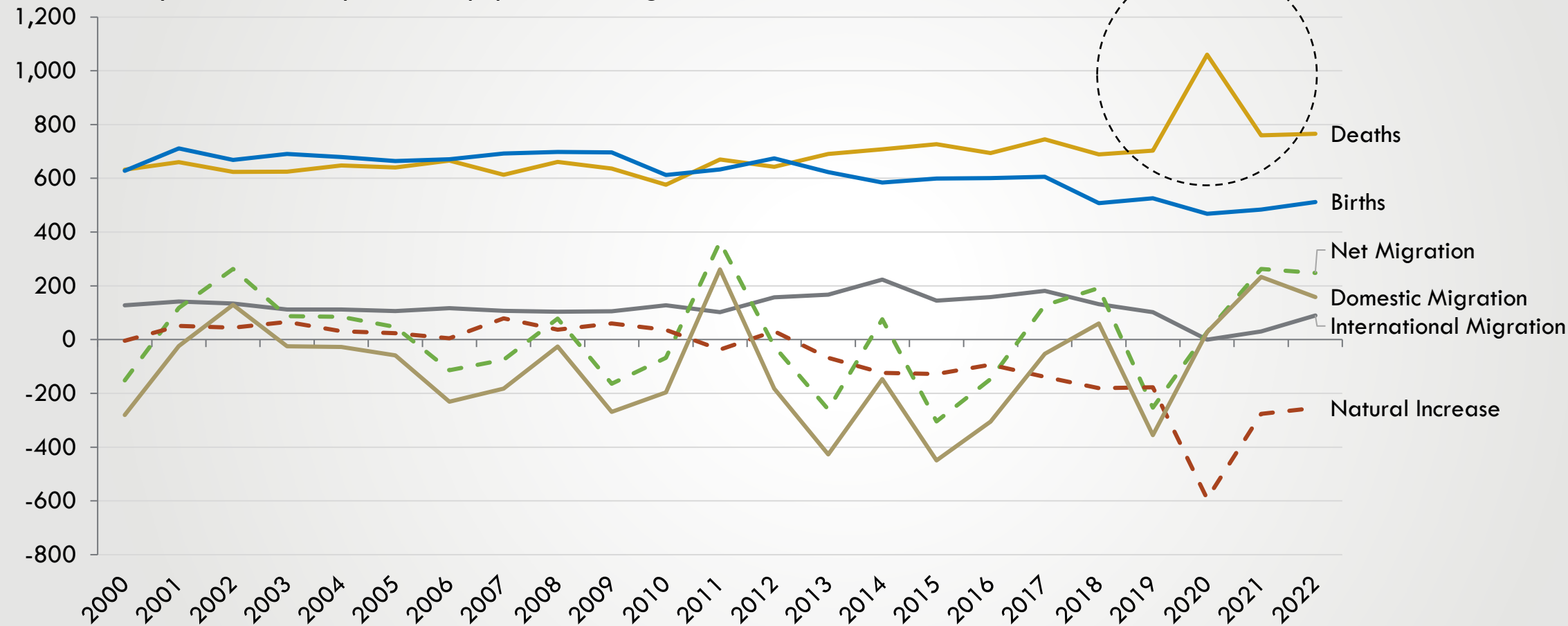
*Industry Mix for Massachusetts and the Springfield NECTA, 2022 (Seasonally adjusted)*



Source: Massachusetts Executive Office of Labor and Workforce Development, ES202; UMDI analysis

# Franklin County has experienced a negative natural increase since 2013, while net migration turned positive after 2020

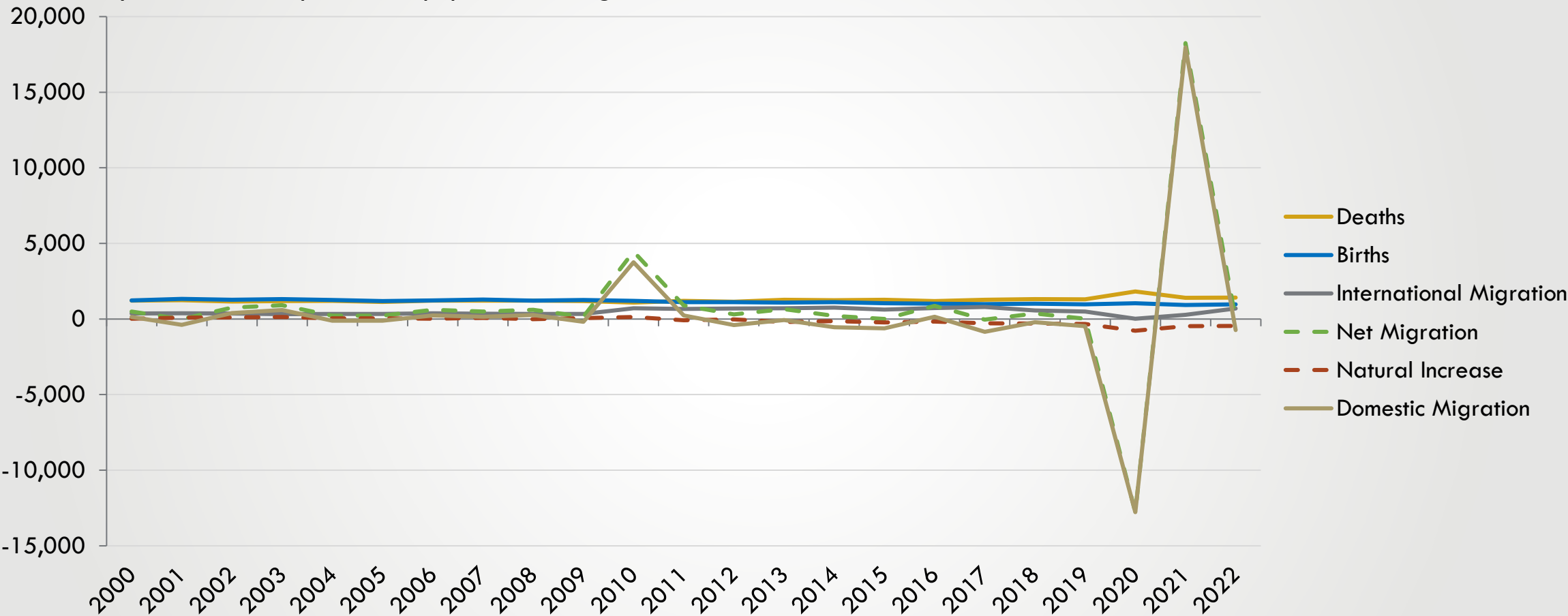
Franklin County estimated components of population change, 2000-2022



Source: UMass Donahue Institute. Source Data: ST-2000-7; CO-EST2010-ALLDATA; and NST-EST2018-ALLDATA, U.S. Census Bureau Population Division.  
Note: no full year data for decennial years of 2000, 2010, and 2020. Data for these years is extrapolated from a three month sample.

# Hampshire County's large student population accounted for massive out- and in-migration patterns from 2020 to 2021

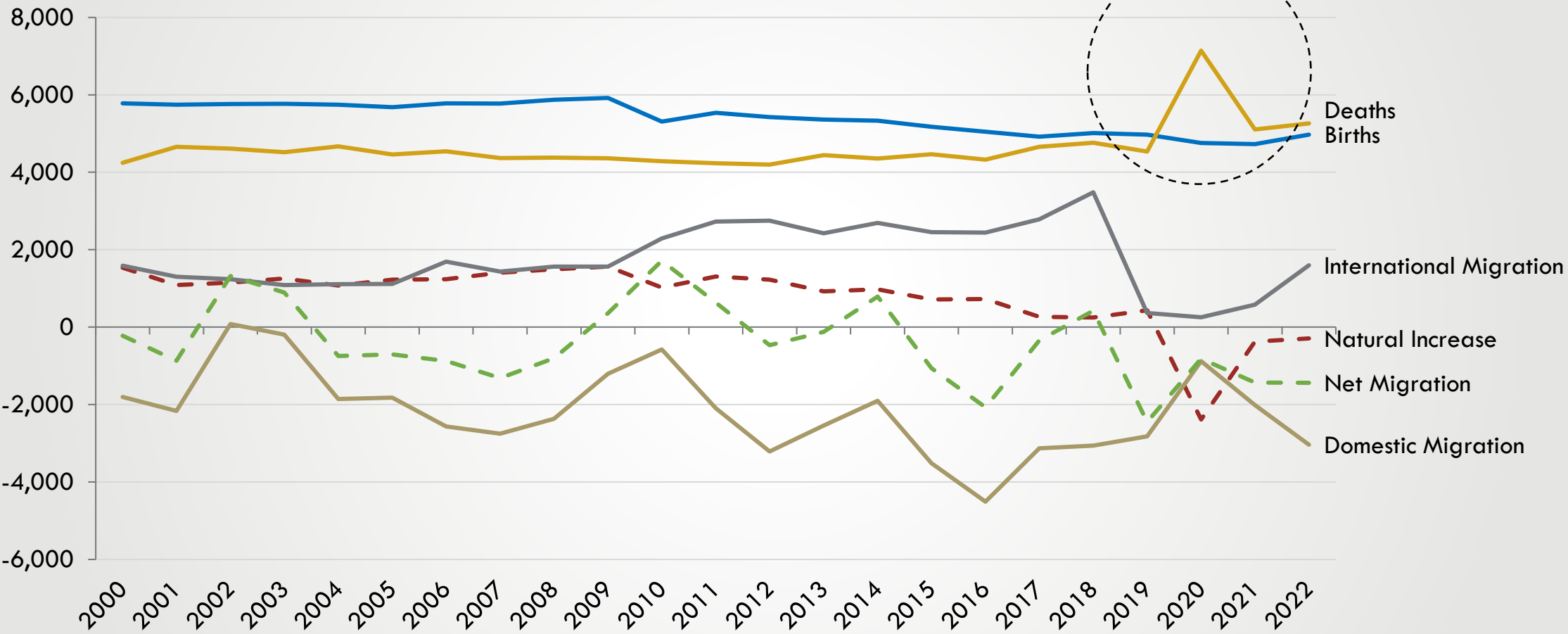
Hampshire County estimated components of population change, 2000-2022



Source: UMass Donahue Institute. Source Data: ST-2000-7; CO-EST2010-ALLDATA; and NST-EST2018-ALLDATA, U.S. Census Bureau Population Division.  
Note: no full year data for decennial years of 2000, 2010, and 2020. Data for these years is extrapolated from a three month sample.

# Gateway Cities such as Holyoke and Springfield were especially hard hit by COVID-19 in 2020

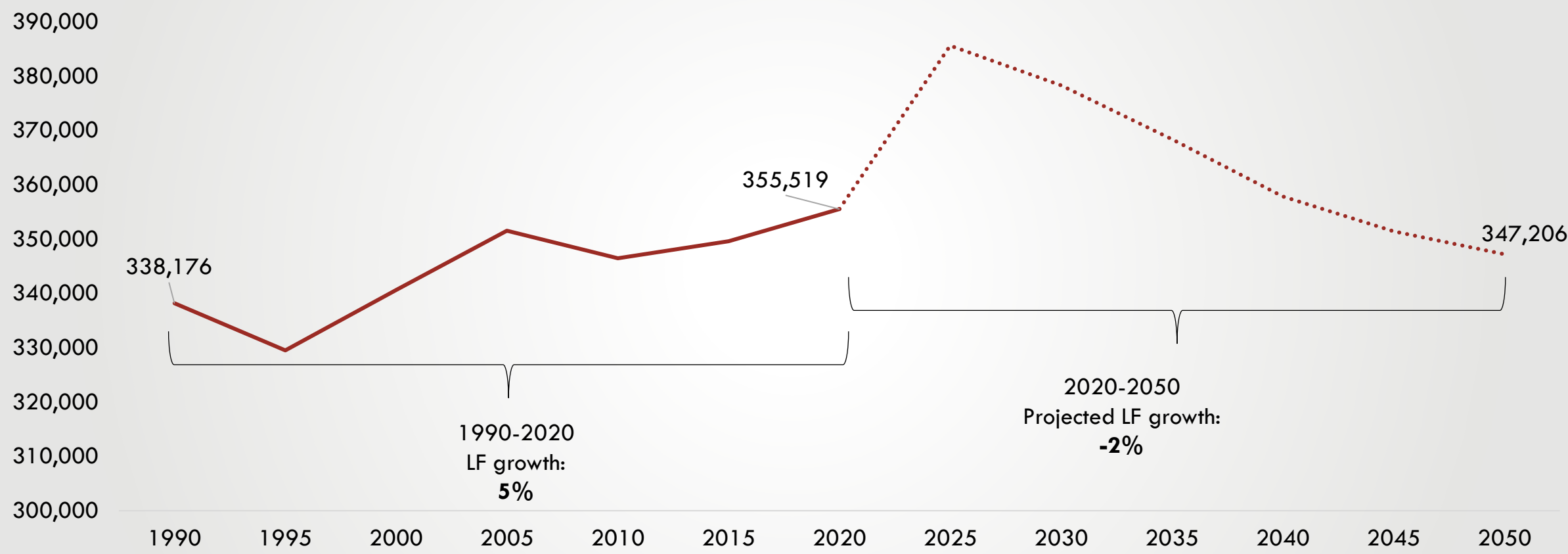
Hampden County estimated components of population change, 2000-2022



Source: UMass Donahue Institute. Source Data: ST-2000-7; CO-EST2010-ALLDATA; and NST-EST2018-ALLDATA, U.S. Census Bureau Population Division.  
Note: no full year data for decennial years of 2000, 2010, and 2020. Data for these years is extrapolated from a three month sample.

# The labor force is projected to peak in 2025, then shrink through 2050

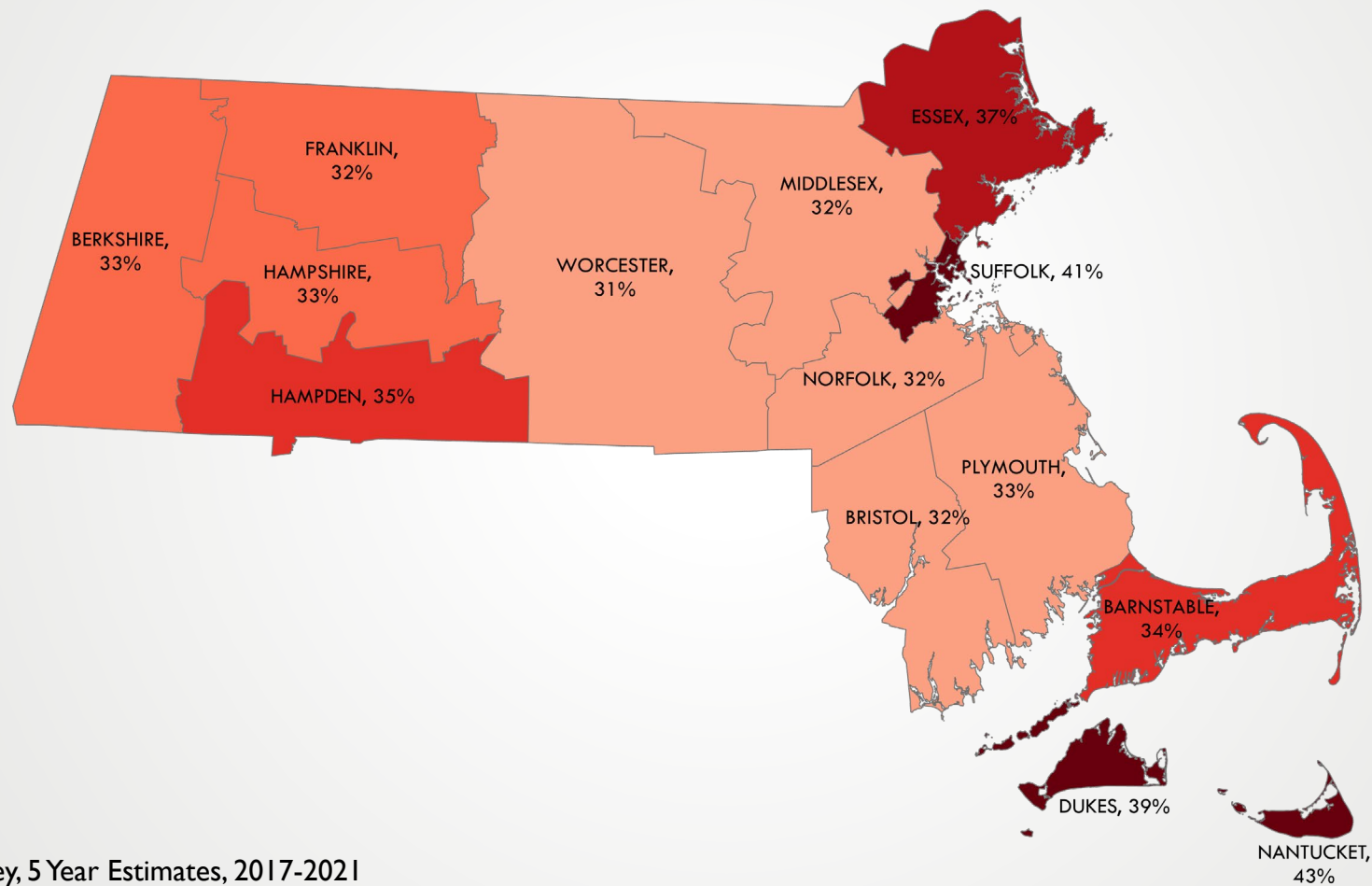
Projected Pioneer Valley Labor Force through 2050 (not seasonally adjusted)



Source: Massachusetts Executive Office of Labor and Workforce Development, Local Area Unemployment (LAU) Statistics; UMass Donahue Institute MassDOT Vintage 2022 Population Projections. November 2022. (UMDI-DOT V2022).

# Boston, North Shore, Hampden County, and Cape Islands are particularly housing cost burdened

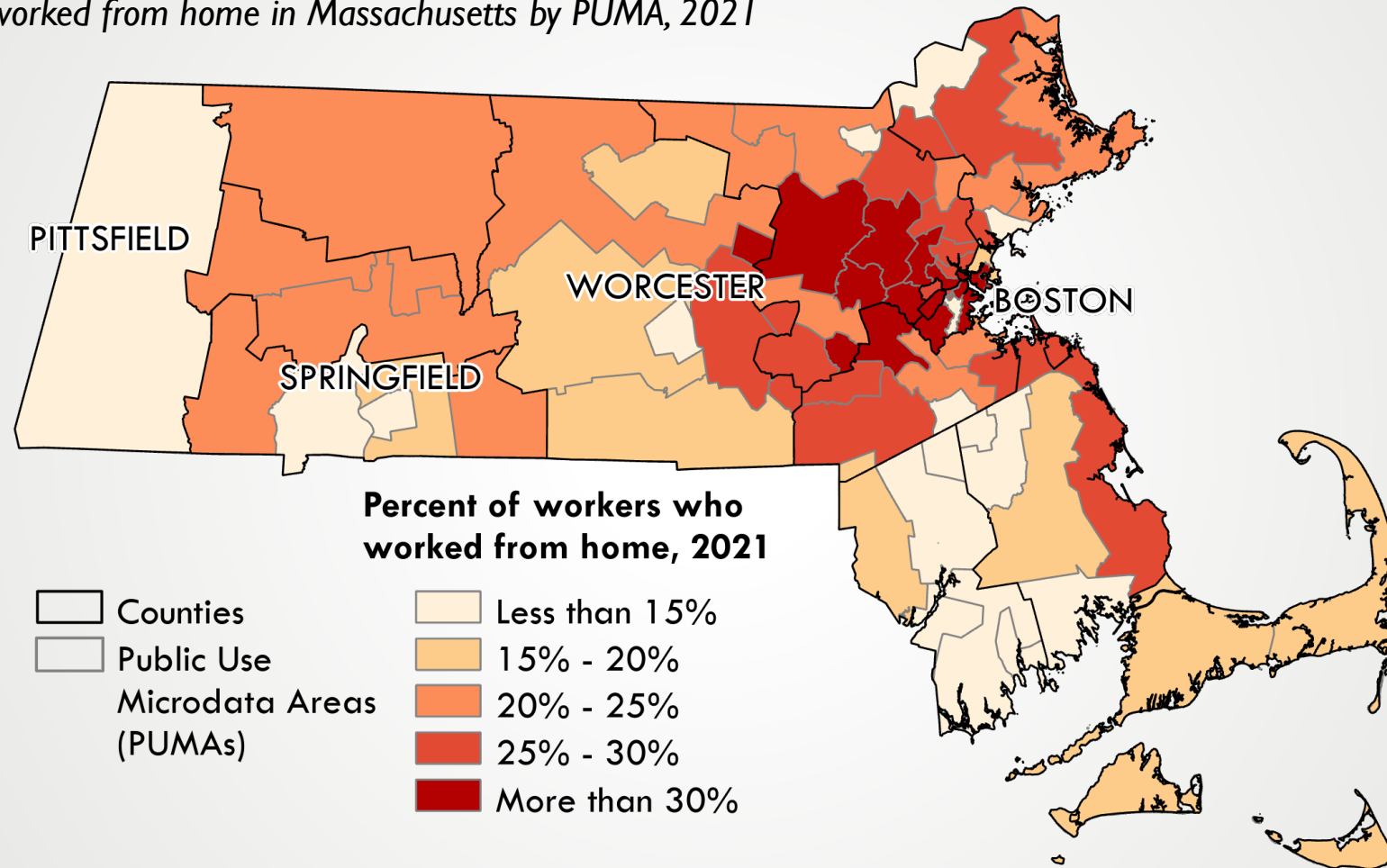
*Percent of Households that are Housing Cost Burdened (Renter-Occupied and Owner-Occupied Units) by Massachusetts County*



Source: American Community Survey, 5 Year Estimates, 2017-2021

# Remote work occurs throughout the state but is concentrated in the Boston metro area and Middlesex County

Percent of workers who worked from home in Massachusetts by PUMA, 2021



Source: U.S. Census Bureau ACS Microdata, 2021. Steven Ruggles, Sarah Flood, Ronald Goeken, Megan Schouweiler and Matthew Sobek. IPUMS USA: Version 12.0 [dataset]. Minneapolis, MN: IPUMS, 2022. <https://doi.org/10.18128/D010.V12.0>

# Thank you!

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