

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, August 28, 2023

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/81005841442>

Meeting ID: 810 0584 1442 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. 6:01** Approve Selectboard Minutes from August 21, 2023
- 3. 6:02** Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
- 4. 6:03** Liquor License Hearing
 - El Nopalito Restaurant, LLC. d/b/a El Nopalito, Jahmes Campos Peters as manager, has applied for an on premises, All Alcoholic Beverages Liquor License (Restaurant). The premise is located at 196 Turners Falls Road, Montague, MA.
- 5. 6:10** Personnel Board
 - Chris Boutwell Special Municipal Employee Financial Interest Disclosure
 - Appoint Gracen (Grae) McLaughlin, Montague Public Libraries Children's Program Assistant, 13.5hrs/wk NAGE Grade B, Step 1, Effective August 29, 2023
- 6. 6:20** Montague Retirement Board
 - Explanation of benefit and cost associated with proposal to increase retiree base for cost-of-living adjustments from \$18,000 to \$30,000.
- 7. 6:30** Eileen Seymour, Treasurer/Collector
 - Low Income Household Water Assistance Program (LIHWAP)
- 8. 6:40** Gill Montague Regional School District
 - Update on status of application to MA School Building Authority (MSBA)
 - Request for Affirmation of Selectboard Support of MSBA Application
- 9. 7:00** Town Administrator Business
 - Discuss schedule for September Meetings, schedule for finalizing Town Meeting Warrant and Recommendations
 - Notice of federal FY22-23 CDBG Grant Award of \$1,325,682
 - Request authorization to contract for services up to \$10,174.88 to secure the Strathmore Mill Complex from unauthorized entry. Funds to be drawn from the Community Development Discretionary Unsafe/Unhealthy Buildings Account.
 - Update on Farren Care Center Demolition Schedule and Process for Acceptance of Land.

OTHER:

Next Meeting: Selectboard, Monday, September 11, 2023 at 6:00 PM, 1 Avenue A, Turners Falls and via ZOOM

PUBLIC HEARING

In accordance with the provisions of Chapter 138, General Laws, as amended, the Inhabitants of the Town of Montague are hereby notified that El Nopalito Restaurant, LLC. d/b/a El Nopalito Jahmes Campos Peters as manager, has applied for an on premises, All Alcoholic Beverages Liquor License (Restaurant). The premise is located at 196 Turners Falls Road, Montague, MA consisting of a free standing one story building with kitchen, prep and dining area and walk in cooler. Ingress and egress on east, south and north sides of building. Proposed 20' x 20' patio to be located on south side of building.

Date and place of hearing: Monday, August 28, 2023, at 6:02 P.M. via ZOOM
<https://www.montague-ma.gov/d/9066/Selectboard-Meeting>

Montague License Commissioners



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation? ☒ Yes ☐ No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Square Footage:	<input type="text" value="1968"/>	Number of Entrances:	<input type="text" value="2"/>	Seating Capacity:	<input type="text" value="64"/>
Number of Floors	<input type="text" value="1"/>	Number of Exits:	<input type="text" value="4"/>	Occupancy Number:	<input type="text" value="64"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(d)**

	SPECIAL MUNICIPAL EMPLOYEE INFORMATION
Name of special municipal employee :	Chris Boutwell
Put an X beside one statement.	<p>I am a special municipal employee because:</p> <p><u>X</u> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><u> </u> I am not a mayor, alderman or city councilor, and</p> <p><u> </u> I serve in a municipal position for which no compensation is provided, or</p> <p><u> </u> I earned compensation for fewer than 800 hours in the preceding 365-day period, or</p> <p><u> </u> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours.</p> <p><u> </u> I work for a company or organization which has a contract with a municipal agency, and I am a “key employee” because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.</p>
Title/ Position	Franklin County Solid Waste Management District Board Representative
Fill in this box if it applies to you.	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	<p>This is “my Municipal Agency.”</p> <p>Town of Montague</p>
Agency Address:	1 Avenue A, Turners Falls, MA 01376
Office phone:	413-863-3204
Office e-mail:	townadmin@montague-ma.gov
	Check one: <u>X</u> Elected or <u> </u> Non-elected
Starting date as a special municipal employee.	7/1/2023

<p>BOX # 1</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am an elected special municipal employee.</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input checked="" type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>BOX #2</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am a non-elected special municipal employee (compensated or uncompensated).</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A contract between a municipal agency and myself, but not an employment contract.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>OR</p> <p><input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p> <p>This is the "contracting agency."</p> <p>Franklin County Solid Waste Management District 117 Main St. Greenfield, MA 01301</p>
<p>Write an X to confirm this statement.</p>	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.</p>

FILL IN THIS BOX OR THE NEXT BOX	ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU. - Please explain what the contract is for. I am a member of the FCSWMD Board of Representatives.
	ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?
What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. I do not have a direct financial interest in the FCSWMD. My “financial interest” is due to my role on the District’s Board.
Date when you acquired the financial interest	7/1/2023
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. None
Date when your immediate family acquired the financial interest	Not applicable
Employee signature:	
Date:	

**SEE NEXT PAGE FOR APPROVAL
 BY CITY COUNCIL, BOARD OF ALDERMEN,
 BOARD OF SELECTMEN. TOWN COUNCIL,
 OR DISTRICT PRUDENTIAL COMMITTEE**

**APPROVAL OF EXEMPTION
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	Chris Boutwell
Name of approving body: Write an X by one selection.	<input type="checkbox"/> City Council <input type="checkbox"/> Board of Aldermen <input checked="" type="checkbox"/> Board of Selectmen <input type="checkbox"/> Town Council <input type="checkbox"/> District Prudential Committee
Title/ Position	Franklin County Solid Waste Management District Board Representative
Agency Address:	117 Main St. Greenfield, MA 01301
Office phone:	413-772-2438
	APPROVAL OF § 20(d) EXEMPTION
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval.
Date:	

Attach additional pages if necessary.

File your completed, signed, approved Disclosure with the city or town clerk.

Town of Montague
Personnel Status Change Notice
New Hires

Employee # _____

Board Authorizing **Appointment**: _____ Meeting Date: _____

Authorized Signature: _____

Board Authorizing **Wages**: _____ Meeting Date: _____

Authorized Signature: _____

General Information:

Full name of employee: Gracen McLaughlin _____	Department: Libraries _____
Title: Children's Program Assistant _____	Effective date of hire: 8/29/2023 _____

New Hire:

Permanent: ____Y____N If temporary, estimated length of service: _____

Hours per Week: 13.5 Union: _____ NAGE

Wages:

Union: _____ NAGE

Wages: Grade B Step 1 Wage Rate: 19.28_____ (annual/ hourly)

Notes:

Copies to:

_____ Employee

_____ Treasurer

_____ Town Clerk

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

Low Income Household Water Assistance Program (LIHWAP)

What: The LIHWAP helps eligible households pay water and sewer bills to restore or maintain access to drinking water and wastewater services and is funded through two federal appropriations.

It is administered in the Commonwealth by the Department of Housing and Community Development (DHCD). Local service delivery is provided by 20 local administrating agencies (LAAs) that also administer the Low Income Home Energy Assistance Program (LIHEAP).

It is intended to restore service, pay toward arrearages of water and wastewater services, and assist in the reduction of the cutomers' rates in the federal fiscal year 2023 (October 1, 2022, through September 30, 2023).

Who: This program will serve income eligible customers who are directly billed for their service(s). Though the program name includes *low income*, the income guidelines are broad, serving households who would not generally be considered low income. For example, a household of four can have an annualized gross income of up to \$81,561. The annualization of a household's income is almost always based on four weeks of a household's income. Refer to the attached [income-eligibility-and-benefit-levels chart](#)¹ for an overview of potential benefits and income limits by household size.

How: One application serves as the application for both LIHEAP and LIHWAP programs. Households can [apply online](#)² or via appointment.

Where: Applications are taken by [20 local administrating agencies](#)³ (LAAs) that cover the entirety of Massachusetts.

Vendor Notification and Billing: Initially, each vendor will be required to sign a vendor agreement and complete a vendor information sheet, returning both to the LAA in order for their customers to be paid.

Eligible customer information will regularly upload to a vendor-specific online portal when a direct-billed water and/or wastewater service customer is determined to be LIHWAP eligible and has provided their vendor information. The vendor will be notified of the initial upload. The vendor will then need to enter whether the account is active; if inactive, is it the result of non-payment; whether the account is in arrears; and, if yes, what is the amount in arrears; and and what are the services provided. Initially, only those accounts that are marked as in arrears will be paid. Any account holder/account number/service address mismatch will need to be corrected in order for a payment to be made.

Once the data is entered by the vendor, the LAA will send payment to the vendor within 30 days.

1. <https://www.mass.gov/doc/lihwap-income-eligibility-benefit-chart-1232023/download>
2. <https://toapply.org/MassLIHEAP>
3. <https://hedfuel.azurewebsites.net>

CONTRACT FOR SERVICES
BETWEEN Community Action Pioneer Valley
AND
Town of Montague, MA

This Vendor Contract ("Vendor Contract") is a contract signed between the Community Action the "Agency"), and Town of Montague (the "Vendor") a private or public entity in the business of supplying water and/or wastewater related services to customers, for the provision of payments for water and/or wastewater services to assist low-income households with water and wastewater reconnection and ongoing services. This Vendor Contract shall govern the purchase of such water services by the Agency from the Vendor on behalf of households eligible for the Low Income Household Water Assistance Program ("LIHWAP" or the "Program").

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows.

1. COMPLIANCE WITH LAWS:

The Vendor and Agency acknowledge that this Vendor Contract and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations and the federal Office of Community Services (OCS) supplemental terms and conditions: <https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The Vendor and Agency shall comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP, follow all supplemental terms and conditions as set forth by OCS, the Massachusetts LIHWAP State Plan and any amendments thereto, the DHCD "LIHWAP Administrative Guidance for Program Operators," and any other written guidance that may be issued by OCS or DHCD. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email to the Vendor's identified contact in Section 4 of this Vendor Contract. The Vendor's obligations hereunder are subject to any overriding policy or directive of the MA Department of Public Utilities (DPU) or OCS.

As set by Term 11 in the OCS LIHWAP supplemental terms and conditions, federal LIHWAP funds shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services, and rate reduction to eligible households for such services.

2. TERM OF AGREEMENT:

Unless amended, this Vendor Contract shall be in effect from the date the completed, signed, and dated contract is received by the Agency and will remain in effect until October 31, 2022. The Vendor Contract shall not bind, nor purport to bind, the Agency for any commitment in excess of the original term of the contract.

3. AMENDMENTS:

Any and all amendments to this Vendor Contract shall be in writing and agreed upon by all parties and shall require the prior written approval of DHCD. No written amendment will extend the term of the Vendor Contract beyond the dates stated in Article 2.

4. VENDOR CONTACT PERSON:

Required Attachments: LIHWAP Vendor Information Sheet

The Vendor shall notify the Agency within 7 business days if the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes. The Vendor shall provide at least one designated contact person at the level of supervisor or higher who shall be available to the Agency by telephone and electronic mail for purposes of responding to all reasonable inquiries from the Agency regarding the requirements of, and performance pursuant to, this Vendor Contract, including but not limited to bills, payments, and services. The designated person(s) shall be authorized to make payment agreements, stop terminations, and order the restoration of terminated service.

The Vendor's designated contact person for handling LIHWAP questions and resolving LIHWAP issues:

Contact Name: Eileen Seymour Title: Treasurer/Collector
Telephone Number: 413-863-3200 E-mail Address: Treasurer@montague-ma.gov
X202

5. DISCRIMINATION:

With reference to each of its LIHWAP customers determined by the Agency as being eligible under LIHWAP (Eligible Customer), the Vendor shall not discriminate against its LIHWAP customers, with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers. Further, the Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by federal or state law relating to discrimination.

6. CONFLICT OF INTEREST:

The Agency reserves the right to evaluate whether there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). ("Conflict of interest" is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.) In the event that there is a conflict of interest, the parties shall contact DHCD for more guidance.

7. LIHWAP HOUSEHOLD ELIGIBILITY DETERMINATIONS:

Those households currently eligible to potentially receive a LIHWAP payment should be uploaded by the Agency to the LIHWAP portal weekly, or as may be otherwise required by the DHCD "LIHWAP Administrative Guidance for Program Operators."

8. PAYMENTS:

The Vendor shall, with reference to each of its LIHWAP customers determined by the Agency as being eligible under the Program:

- A. Invoice the LIHWAP customer in accordance with the Vendor's established billing practice;
- B. The Vendor shall input the data requested within the program portal by the 15th of the month or the last day of the month. Refer to section 9 of this agreement if there are multiple water/sewer vendors servicing a household. The Vendor shall submit final billing by June 15th of the Program Year and return all

Required Attachments: LIHWAP Vendor Information Sheet

unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, 2022;

- C. Charge the LIHWAP customer after application of payments received for the LIHWAP customer's account from the Agency not more than the outstanding balance;
- D. The Agency shall send payment of the invoice to the Vendor within 30 days of receipt, unless the Agency has not received sufficient funds from DHCD to make the payment, in which event payment shall be sent when the Agency receives sufficient funds from DHCD. The Agency may request additional documentation and/or clarification of charges as needed. No payment may be made without all required documentation/clarification of charges. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved;
- E. Immediately upon commitment of payment from the Agency on behalf of a LIHWAP household, the Vendor shall restore water and/or wastewater services or continue water and/or wastewater services to the eligible and approved residential household. The Vendor shall maintain said services for at least one billing cycle upon payment or commitment, whichever is first;
- F. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process;
- G. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds, or paid with other third-party funds;
- H. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts;
- I. When possible, clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP;
- J. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided;
- K. Continually maintain accurate records of any LIHWAP credit balances and annually reconcile accounts;
- L. In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the LIHWAP household, the balance of the funds is to be returned, by check, to the Agency in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
- M. After one year, any credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
- N. The Vendor is required to regularly review payment records for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall immediately contact Agency; and
- O. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

9. SECOND VENDOR:

- A. In the event that there is a second Vendor, that Vendor would have to post their information by the next posting end date or the first Vendor may receive the full benefit, pursuant to the DHCD "LIHWAP Administrative Guidance for Program Operators." The posting dates are the 15th and the last day of the month. If the first Vendor posts before the 15th, the second Vendor must post their information by the end of the month to ensure they are paid. Or, if the first Vendor posts before the end of the month, the second Vendor must post their information by the 15th of the next month to ensure they are paid.
- B. Up to the full benefit may be paid to a Vendor if that Vendor provides both water and wastewater services and the service is terminated or in arrears.

Required Attachments: LIHWAP Vendor Information Sheet

- C. If water service is provided by one Vendor and wastewater service is provided by another, and only one of the two services is in arrears, a payment up to the full benefit may be made to the Vendor who the household has an arrearage with.
- D. If water service is provided by one Vendor and wastewater service is provided by another, and both services are in arrears and each arrearage exceeds half the benefit, half the benefit is paid to each vendor. However, if the arrearage of one bill is less than half the benefit and the other arrearage exceeds half the benefit, then the benefit left after paying the arrearage that does not exceed half the benefit will be paid toward the arrearage that exceeds half the benefit.

10. VENDOR PORTAL AND ELECTRONIC NOTIFICATIONS:

Unless waived for good cause by the Agency as approved by DHCD, the Vendor agrees to participate in the DHCD authorized, statewide automated electronic notification, and billing and payment processing format and the DHCD authorized electronic Vendor portal.

11. CONFIDENTIALITY:

Pursuant to M.G.L. c. 66A, M.G.L. c. 93H, M.G.L. c.93I, 201 CMR 17.00, and applicable state and federal laws, as holders of personal data the Vendor and the Agency agree to keep confidential and to safeguard the protection of any information and data obtained as to LIHWAP households, wherever obtained, and including data inadvertently provided during and following the term of this Vendor Contract. The Vendor is required to take all necessary steps to ensure the confidentiality and security of the personal information of LIHWAP households, with special attention to restricting access to, use of, and copying and disbursement of said personal information. The Vendor and Agency agree to not release any private LIHWAP data to any third party without written authorization from the subject of the data, or as required by federal or state law.

The Vendor shall not disclose to any individual or entity the LIHWAP household's participation in the program or personal data, except as authorized in writing by the LIHWAP household or the Agency for authorized LIHWAP purposes.

The Vendor will **only** use the personal information received from the Agency relating to LIHWAP households for the purposes of compliance with this Vendor Contract, and shall have no rights in or to the information other than the limited, revocable, and non-transferable right to use such information solely as required for the Vendor to meet its obligations under this Vendor Contract. The Vendor shall immediately notify the Agency of any breach or suspected breach in the security of such information, and will cooperate with the Agency and DHCD and will provide access to any information necessary to respond thereto. The Vendor shall allow the Agency to participate in the investigation of incidents.

12. CORRECTIVE ACTION:

If violations of this Vendor Contract are discovered, the Vendor shall take corrective action, as required by the Agency, and in the timeframe specified by the Agency. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The Vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

13. TERMINATION OF AGREEMENT:

Either the Agency or the Vendor may terminate this Vendor Contract with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit. In the event that the Agency determines that the Vendor is not in compliance with the terms of this Vendor Contract, this contract will terminate effective immediately and the Agency shall immediately cease making any further payments under LIHWAP to the Vendor. The Vendor will be notified in writing within 15 calendar days of the termination.

14. DATA COLLECTION AND REPORTING:

The Vendor agrees to provide, at no cost to the Agency or the LIHWAP household, the data requested below by or on behalf of the Agency, as set forth in the supplemental terms and conditions:

<https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The data must be provided within a timeframe specified by the Agency and in the format requested by the Agency, for verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application authorizes the Vendor to release this information to the Agency.

The Vendor shall provide the following information:

1. The type of water service used by a LIHWAP household, i.e., drinking water, wastewater etc.; and
2. Confirmation of whether a LIHWAP household account is active, and if so, is it for non-payment; if the account is in arrears and, if so, what is the arrearage; whether a dollar usage threshold tied to the type of usage is exceeded; and to notify the Agency if the account number or account holder provided does not agree with their record.

The Vendor agrees to allow representatives of the Agency and the Commonwealth (including, but not limited to DHCD) upon reasonable notice, access to all of its books and records pertaining to the Vendor's accounts with LIHWAP households for the purpose of monitoring the Vendor's compliance with LIHWAP requirements and with this Vendor Contract.

15. MONITORING AND REVIEW:

DHCD reserves the right to monitor compliance with this Vendor Contract. The Vendor shall cooperate with any Federal, State, or local investigation, audit, monitoring, or program review; including but not limited to providing requested documentation within set timeframes, as well as communicating with DHCD's and the Agency's staff. The Vendor shall allow Agency representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP. The Agency shall promptly report any problems regarding this Vendor Contract to DHCD. Both the Vendor and the Agency agree to meet with designated DHCD staff as requested to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

16. NON-FRAUD OVERPAYMENTS:

For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the Agency.

Required Attachments: LIHWAP Vendor Information Sheet

17. FRAUD:

The Vendor may be permanently disqualified from participating in the LIHWAP upon a finding of fraud. Fraud includes, but is not limited to, intentionally providing false information to the Agency or knowingly allowing others to do so; intentional failure to notify the Agency of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

18. AUTHORITIES:

Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.

19. SUBCONTRACTS:

The Agency reserves the right to require the Vendor to obtain written permission to subcontract any portion of the work. If requested by the Agency, the Vendor shall furnish the Agency the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Vendor Contract.

20. FORUM FOR DISPUTES:

In the event of any dispute between the Agency and the Vendor, the venue for any legal action arising out of the contract shall be Massachusetts.

21. HOLD HARMLESS:

The Vendor shall hold DHCD and the Agency harmless and indemnify DHCD and the Agency, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, and other legal costs, for personal injury or damage to property arising from the acts or omissions of the Vendor, or its agents, office, employees or subcontractors. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits. This clause is not an attempt to waive the statutory liability limits afforded to the Agency pursuant to Massachusetts General Laws Chapter 258. This indemnity requirement shall survive the termination of this Contract.

22. BINDING ON HEIRS AND ASSIGNS:

This contract shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this contract.

23. SEVERABILITY:

If any provision of this Vendor Contract or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this contract, which shall be given effect without regard to the invalid provision or application.

The persons executing this contract on behalf of a party represent and warrant to the other party that they have been duly authorized by such party to so execute the contract.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of my manual/handwritten signature for all purposes. I further understand that I may print the document and sign by hand.

AGENCY: _____
Signature

Name: _____

Title _____

Date: _____

Vendor: _____
Signature

Name: _____

Title: _____

Date: _____

Required Attachments: LIHWAP Vendor Information Sheet

Planning phase for MSBA application for Addition / Renovation of the Sheffield Elementary School



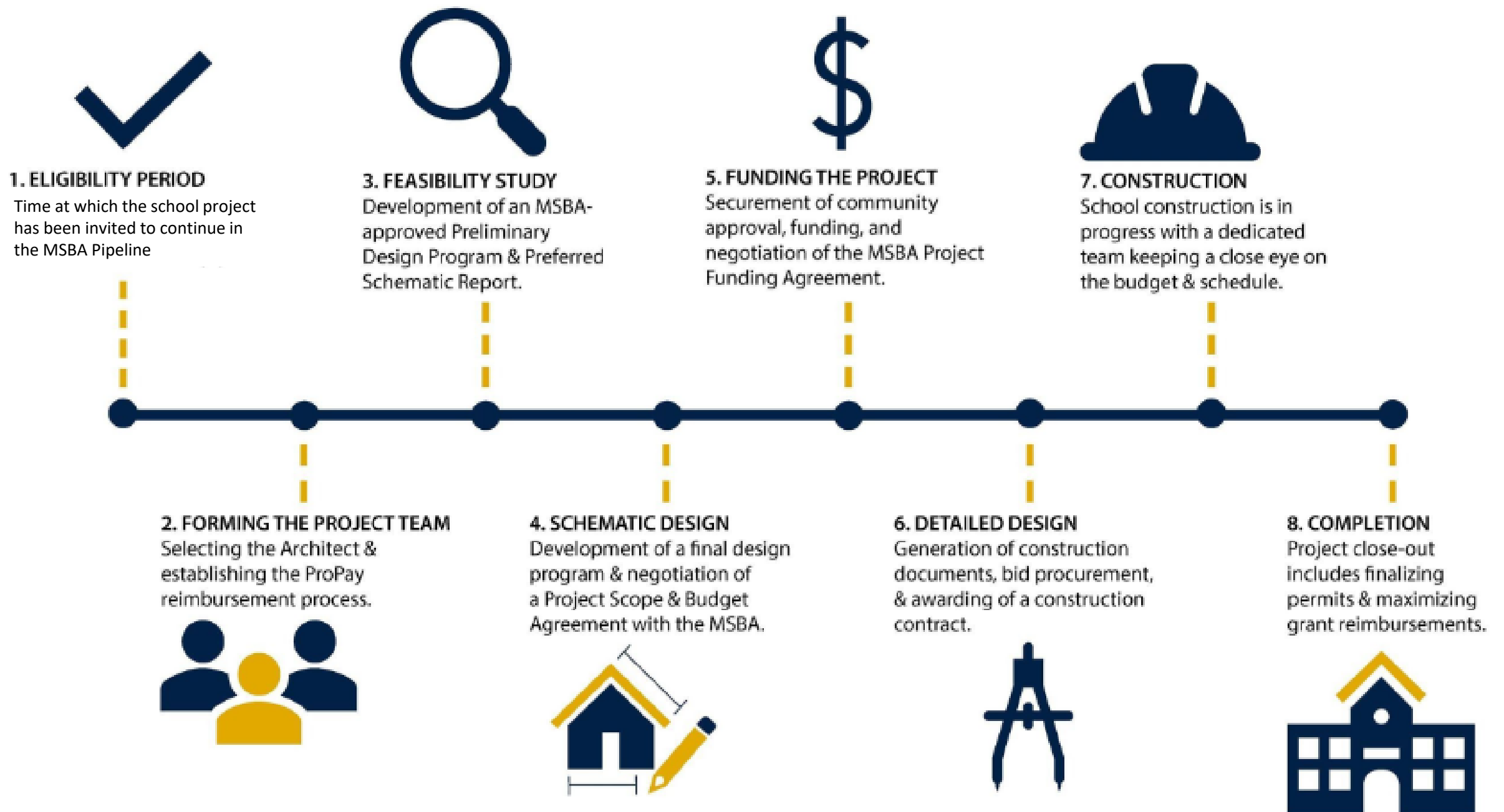
Montague Elementary Building Condition Assessment Summary (first 5 years)

While these numbers and issues serve as a guide, they are not expected to be used as a capital plan exactly as they were received, rather, we will make ongoing adjustments to the timeline and get estimates for the projects as they become priorities.

Sheffield Capital Project summary	2021	2022	2023	2024	2025
Accessibility Review	12,500	1,616,000	-	-	-
Electrical, Telephone & Security	-	-	40,000	-	-
Exterior Walls	56,000	519,775	338,250	324,400	12,000
Fire Alarm, Life Safety & Code	16,500	16,500	-	-	-
Heating, Ventilation & Air Condtnng	-	27,500	-	-	-
Interior Finishes	-	13,500	48,125	-	18,000
Roofing	54,700	-	-	-	528,000
Site & Features at Grade	32,000	52,560	70,400	-	72,000
Special Systems & Components	500	20,000	-	500	-
Vertical Transportation	-	-	-	-	110,000
Sheffield Elementary School Complex	\$ 172,200	\$ 2,265,835	\$ 496,775	\$ 324,900	\$ 740,000
Hillcrest Capital Project summary	2021	2022	2023	2024	2025
Exterior Walls	-	288,000	470,000	-	-
Heating, Ventilation & Air Condtnng	1,000	1,000	1,000	1,000	171,000
Interior Finishes	27,500	95,000	187,500	87,500	-
Roofing	15,000	-	1,155,000	-	-
Site & Features at Grade	12,600	187,000	15,000	-	123,750
Special Systems & Components	-	20,000	-	-	-
Hillcrest Elementary School	\$ 56,100	\$ 591,000	\$ 1,828,500	\$ 88,500	\$ 294,750
Montague Elementary School Buildings	\$ 228,300	\$ 2,856,835	\$ 2,325,275	\$ 413,400	\$ 1,034,750
					6,858,560

Massachusetts School Building Authority (MSBA) Montague Elementary School Building Project – Anticipated Timeline

MSBA Montague Elementary Anticipated Timeline	FY23		FY24				FY25				FY26				FY27				FY28				FY29	
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
SOI Submission	■																							
Eligibility Period		■	■	■	■																			
Invitation from MSBA				■	■																			
Form Project team					■	■																		
Feasibility Study						■	■	■																
Schematic Design							■	■	■															
MSBA Board Approval									■	■														
Project Funding Appropriation									■	■	■													
Detailed Design										■	■	■												
Bidding											■	■	■											
Construction													■	■	■	■	■	■	■	■	■	■		
Debt Payments Begin																							■	■



Educational Needs of Hillcrest & Sheffield Elementary

- Pandemic impact & 21st Century learning skills have highlighted the need for updated buildings with additional space.
 - The expansion and renovation of Sheffield to include Pre-k – Grade 1 will provide a comprehensive school ready to serve the learners of tomorrow.
- Related Arts teachers & service providers must share common space.
- Request for Modular building was included in the FY24 budget request from Hillcrest Principal
- New technology such as 1:1 Chromebooks and Touchview display screens are not being used to their potential due to lack of space.
- Blended learning, online collaboration and virtual experiences should be in a space that is conducive to investigation, research, collaboration, creation and other types of learning experiences which provide a foundation for problem solvers and critical thinkers.

Montague Elementary Schools

MSBA project estimate

Click https://www.massschoolbuildings.org/building/Ed_Facility_Planning to read about the process to prepare for a potential building project.

Click https://www.massschoolbuildings.org/sites/default/files/edit-contentfiles/Building_With_Us/Ed_Facilities_Planning/Orange%20Educational%20Program.pdf to see the Orange educational program planning document that was created in preparation for their Dexter Park building project.

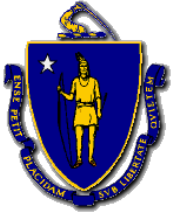
Based on some very rough estimates from prior MSBA elementary projects of comparable size, and using the MSBA reimbursement rate we had for the Sheffield Window project, the annual cost of a new/renovated elementary building would be in the \$825K range. The High School MSBA project was reimbursed at a rate of 90%, but I'm not aware that they reimburse at such a high rate any more.

Cost Estimate Summary	
MSBA Building Estimate	\$ 55,000,000
Estimated 76% reimbursement rate	\$ 41,800,000
Montague Share	\$ 13,200,000
Est Annual cost including interest for new building (20 years)	\$ 825,000
Average cost to keep up with Capital project list from Building Condition Assessment report for the next 5 years	\$ 1,371,712

Summary of FY 2023/2024 CDBG Application

Montague (Total Grant, including admin costs, \$1,325,681)

- Hillcrest Neighborhood Playground Construction Project (\$486,717) that will result in the restoration of an existing public playground located at Hillcrest Elementary School in Turners Falls. The focus of the project will be to address the need to provide universal access to the playground by building a playground with updated, engaging, accessible play structures and educational features. In addition, the playground will include ADA compliant pathways from the school and parking areas so that no patrons, whether children or adults who are supervising children, are excluded from participating in recess, summer activities, and playing on or being in close proximity to the play structures.
- Housing Rehab Program (\$350,000) that will offer deferred payment loans to rehabilitate income eligible (80% AMI) owner-occupied single or multi-family properties located within the town's boundaries to create safe, decent, sanitary and affordable housing. The goal of the program is to rehabilitate to code at least 7 units.
- Avenue A Streetscape Design Project (\$70,800) that will result in bid-ready plans and specifications for the sections of sidewalks between 3rd and 5th Streets on the odd side of the Avenue and between 4th and 5th Streets on the even side of the Avenue.
- Funding for 5 Social Service Programs (\$100,000) which includes \$20,000 allocations to the following programs:
 1. Families Learning Together Strong: Montague Catholic Social Ministries (MCSM): A program to provide early childhood literacy for children of Montague immigrant families. It also provides a family-based learning environment for English-learning students enrolled in the Gill Montague School District.
 2. Elder Self-Sufficiency and Stability Program: LifePath, Inc. will operate a program to assist Montague elders to remain independent in their homes with service provisions to address needs related to their housing, health, comfort, access to health care, and financial stability.
 3. Peer Support and Advocacy Services for Residents in Recovery: Wildflower Alliance, The Consortium, will operate a program to access peer support and advocacy services to Montague residents in recovery and provides an "essential needs station." The programs are focused on individuals struggling with psychiatric diagnosis, trauma, homelessness, addiction, and other life-interrupting challenges.
 4. Youth Education and Prevention Program: A program to serve at-risk Montague youth in three primary ways: mentorship, structured workshops, holistic person-first approach to arts and education; a positive youth development framework by developing assets for adolescents. The program will focus on development of leadership skills and empowerment, anti-bullying training, social justice education, and art education and development, with services provided by The Brick House Community Resource Center.
 5. Montague Home Delivered Meals Program: LifePath, Inc. will provide meals to elder homebound residents of Montague, Monday through Friday, and will also provide well-being checks.



Commonwealth of Massachusetts EXECUTIVE OFFICE OF HOUSING & LIVABLE COMMUNITIES

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus, Jr., Secretary

July 28, 2023

Mr. Richard Kuklewicz
Chair, Select Board
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Mr. Kuklewicz:

On behalf of Governor Maura T. Healey and Lt. Governor Kimberley Driscoll, I am pleased to award the Town of Montague an FFY 2022/2023 Community Development Fund grant in the amount of up to \$1,325,682 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.

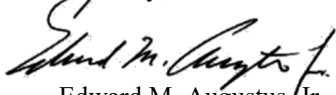
This award is contingent upon the execution of a CDBG grant contract between the Executive Office of Housing and Livable Communities (EOHLC), formerly Department of Housing and Community Development (DHCD), and the U.S. Department of Housing and Urban Development, as well as on the Town of Montague's execution of a grant contract with EOHLC and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact with signatory authority to complete the Adobe sign process and thereby execute the contract on behalf of the municipality. The Town of Montague may incur pre-agreement costs for administrative and other start-up costs not subject to 24 CFR Part 58, Environmental Review, as of July 1, 2023.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which EOHLC has authorized grant funding. If you have any questions concerning this award, please contact Kathryn McNelis, Community Development Manager, Division of Community Services, at kathryn.mcnelis@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. I look forward to working with you to address the Town of Montague's community development needs.

Sincerely,



Edward M. Augustus, Jr.
Secretary, EOHLC

cc: State Representative Natalie Blais
State Senator Jo Comerford

A C T U A L & B U D G E T E D E X P E N S E S & E N C U M B R A N C E

Report Sequence = Fund or Acct Group

Account = First thru Last; Mask = ###-#-###-###-###

Level of Detail = SUBACCOUNT; Level = 9

Fund: Other Special Revenue

Period: July 2023

Account Number	Account Name	Current Year Budgeted	Period Expenditures	Current Year Expenditures	Encumbrances	Balance Remaining	Percent Left
Wages & Expenses							
225-5-184-5200-000	Comm Dev Discr Unallocated	36259.50	0.00	0.00	0.00	36259.50	100.00
225-5-184-5233-000	CD Downtown Beautification	1038.52	0.00	0.00	0.00	1038.52	100.00
225-5-184-5234-000	CD Unsafe/Unhealthy Buildings	10174.88	0.00	0.00	0.00	10174.88	100.00
225-5-184-5240-000	CD Shea Theater	2620.08	25.84	25.84	0.00	2594.24	99.01
225-5-184-5241-000	CD Dry Hill Cemetery Maint	544.84	0.00	0.00	0.00	544.84	100.00
225-5-184-5272-000	CD Disc Ave A Light Pole/Lumin	3714.34	0.00	0.00	0.00	3714.34	100.00
225-5-184-5280-000	CD Disc Land Survey	2000.00	0.00	0.00	0.00	2000.00	100.00
225-5-184-5282-000	CD Disc Shea/THAnnex Roofs	996.07	0.00	0.00	0.00	996.07	100.00
225-5-184-5286-000	CD Disc Unity Park Painting	1000.00	0.00	0.00	0.00	1000.00	100.00
225-5-184-5289-000	CD Discr Town Hall Renovation	6205.56	4000.00	4000.00	0.00	2205.56	35.54
225-5-184-5290-000	CD Disc FY23 MVP Grant Match	3825.00	0.00	0.00	0.00	3825.00	100.00
TOTAL Wages & Expenses		68378.79	4025.84	4025.84	0.00	64352.95	94.11
TOTAL Comm Dev Discretionary		68378.79	4025.84	4025.84	0.00	64352.95	94.11
Wages & Expenses							
225-5-197-5700-001	Farmers Market Grant	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Wages & Expenses		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL General Government		2676739.46	6201.52	6201.52	0.00	2670537.94	99.77
Public Safety							
Police							
Wages & Expenses							
225-5-211-5100-220	Police DMH Grant Wages	0.00	0.00	0.00	0.00	0.00	0.00
225-5-211-5100-221	CONNECT Wages	0.00	0.00	0.00	0.00	0.00	0.00
225-5-211-5700-210	Bullet Proof Vests	2125.00	0.00	0.00	0.00	2125.00	100.00
225-5-211-5700-217	Comfort Dog Exp	1102.04	0.00	0.00	0.00	1102.04	100.00
225-5-211-5700-218	Drug Forfeiture Exp	35706.77	0.00	0.00	0.00	35706.77	100.00
225-5-211-5700-219	K-9 Donation Exp	18413.83	0.00	0.00	0.00	18413.83	100.00
225-5-211-5700-220	Police DMH Grant Exp	1473.34	0.00	0.00	0.00	1473.34	100.00
225-5-211-5701-219	Cuthbert K-9 Exp	8606.71	47.65	47.65	0.00	8559.06	99.45

Farren Care Center Site Demolition Update

Project is on track for a November overall completion.

The building demolition should be completed by 8/25

The pulverizing will continue into September

The backfill, top soil and seed should take place in October

The USTs were removed 8/7

In discussion with Trinity Health New England regarding property acquisition. Town requires comprehensive Phase II environmental assessment be completed for assurances relative to the site being clean prior to assuming ownership of property.