

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, April 29, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/81662250694>

Meeting ID: 816 6225 0694 Passcode: 377779 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 **Approve Minutes:**
 - Selectboard 04/22/2024 meeting
3. 6:32 **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. 6:34 **Tom Bergeron, Millers Falls Collection System Inflow Reduction**
 - Review of Actions Taken and Resulting Impact on Inflow to Sanitary Sewer System
5. 6:40 **Personnel Board:**
 - Review and amend DPW Superintendent job description
6. 6:50 **Carolyn Olsen, Town Account**

Amend Financial Management Policies to adjust Town Capital Outlay Threshold from \$5,000 to \$25,000.
7. 6:55 **Eileen Seymour, Treasurer/Collector**
 - Reserve Fund Transfer Request: \$5,915.00 to be transferred from the Reserve Fund Account to the Treasurer Capital Outlay Account for new copier/printer/scanner for Tax Collectors Office.
8. 7:00 **Susanne LoManto, Assistant Town Planner/RiverCulture**

RiverCulture seeks group permits for summer programming (May – September)

 - Use of Peskeompskut Park: May 18, 25; June 1, 2, 21; July 14, 19; August 2, 9, 10, 15, 17, 22
 - Use of Public Property: Porta Potty and Signs at Peskeompskut Park, May – September; Montague Marching Band Parade, Avenue A/Third Street, May 3; Downtown Businesses Sidewalk Sales, May – September
 - Entertainment License:
 - Events at Peskeompskut Park (dates listed above)
 - Second Street (lot behind Pioneer Brewery) June 29, July 27, August 24
 - 66 Avenue A, July 5 (rain date: July 7)
9. 7:10 **Ann Fisk, Montague Center Fire Department**
 - Request use of public property on Montague Center Common May 26, 2024 for short service to honor American Veterans from 9:00am – 12:00 and clean up at

12:45pm

Montague Selectboard Meeting
April 29, 2024
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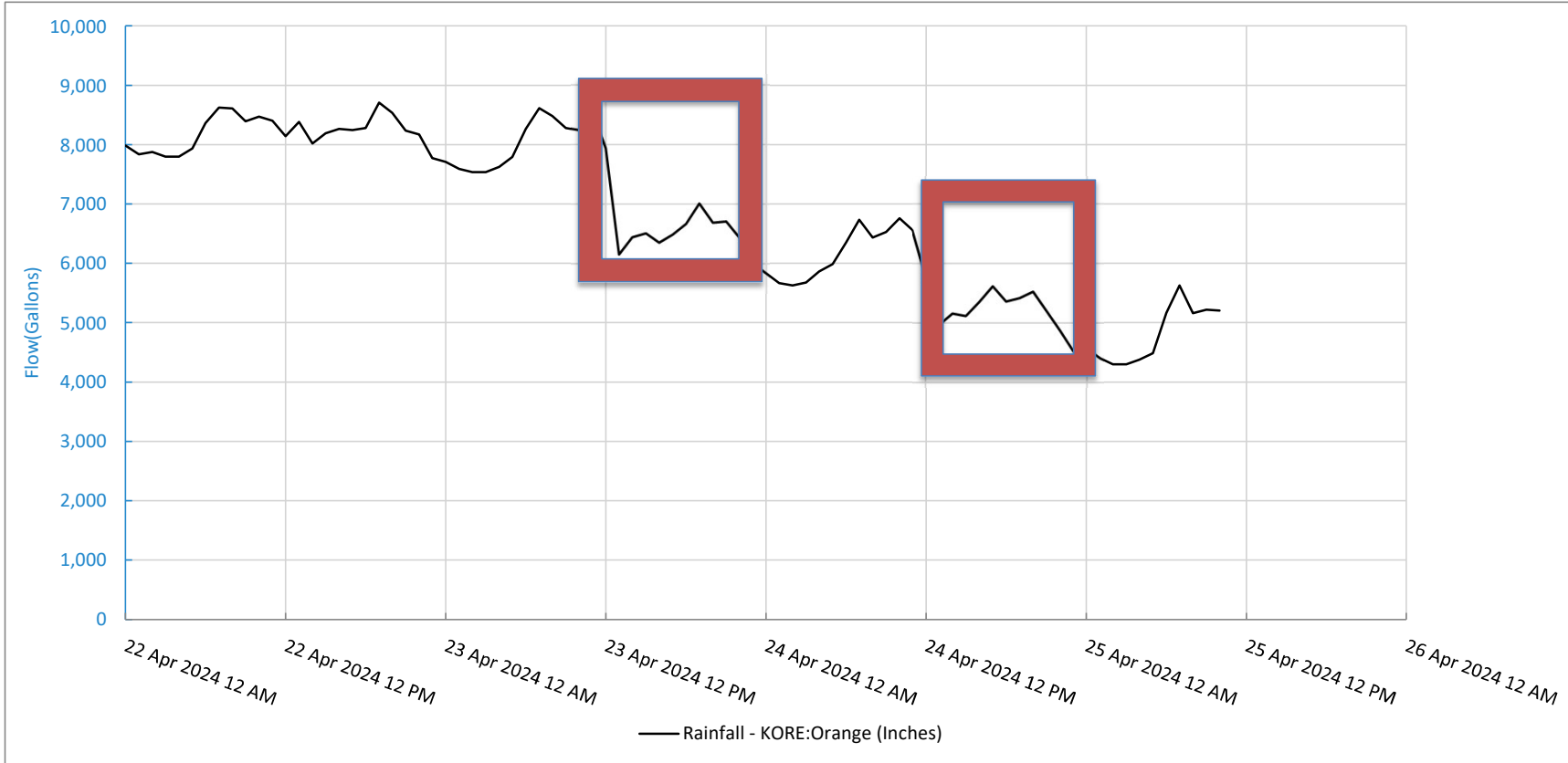
10. 7:15 **Thomas Memorial Golf, 29 Country Club Road, Turners Falls**
- Request 2024 Common Victualler License (previous license did not transfer)
 - Request 2024 Entertainment License (previous license did not transfer)
11. 7:20 **Alyssa Larose, Housing Development Director- Rural Development Inc.**
- Request for Town support for the Rural Homes 10 Unity Street Affordable Homeownership Project
12. 7:30 **Ted Harvey, FRCOG, Montague Digital Equity Plan**
- Receive report of plan findings and recommended implementation strategies
13. 7:50 Execute May 21, 2024 Town Election Warrant, attached hereto
14. 7:55 **Assistant Town Administrators Business**
- Authorize Full Notice to Proceed to ACE Solar for the purchase and installation of a 71.54 kW DC Photovoltaic System on the Town Hall Annex. Purchase price \$192,930.52 to be funded from existing ARPA appropriation.
 - Request technical support from FRCOG Brownfields Assessment Program: First Street Municipal Parking Lot, 38 Avenue A, Former Farren Property
 - Avenue A Streetscape Continuation Project: Discuss Bid Results and rebidding strategy
 - Award Gill-Montague Senior Center Siding Replacement Project to Laroche Construction. \$37,000. Up to \$17,000 from Community Development Discretionary Unallocated (current balance \$62,086)
15. 8:10 **Town Administrators Business**
- Consider Proposed Host Community Agreement with 253 Organic, LLC for a Marijuana Treatment Center to be co-located with the existing Marijuana Cultivator, Product Manufacturer and Retail Establishment.
 - Consider Legal Services Agreement with August & Epstein Associates for the Purpose of the Comcast Cable Relicensing Process
 - Update on Closing and Gift Agreement Relative to Farren Care Center Property
 - Request Authorization to Spend Up to \$9,000 for Fencing to Further Secure the Strathmore Mill Site (Sources to Include Community Development Discretionary Funds and Unsafe Buildings and Property Discretionary Funds)
 - Execute Clean Water Trust Planning Project Completion Certificate for Project CWA-22-04
 - MassDEP FirstLight Water Quality Certification Public Involvement Timeline
 - Topics not anticipated in the 48 hour posting
16. 8:30 Executive session in accordance with G.L. c.30A, §21(a)(3) to discuss strategy with respect to collective bargaining with the New England Police Benevolent Association (NEPBA) Union, if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares.

Next Meeting:

- **Annual Town Meeting, Saturday, May 4th**, Turners Falls High School, 222 Turnpike Rd. Pre-meeting social hour and information session: 8:00 AM – 8:45 AM, Meeting: 9:00 AM

- **Selectboard, Monday, May 6, 2024** at 6:30 PM, In Person at 1 Avenue A, Turners Falls, and via ZOOM

Integrated Flow vs. Rainfall (Hourly)
Montague MA, Town of WWTP - Millers Falls Flume
22 Apr 2024 - 25 Apr 2024



DPW SUPERINTENDENT

DEFINITION

Position provides technical and managerial functions for the Public Works Department. Responsibilities include determining, scheduling, and assigning work and supervising staff and performing supervisory and managerial functions for the department, including responding to personnel issues, developing and administering annual budget and capital improvement programs, maintaining regulatory compliance, and preparing reports and maintaining records for the department.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Supervision of the overall department, including the functions of all operations, including maintenance and repair of municipal roads, sidewalks, facilities, , bridges and culverts, stormwater drainage system, sewer collection system, , parks and grounds, landfills and recycling center, , tree maintenance, snow and ice removal, street sweeping, and roadside brush removal.
- Supervises staff, assigns and evaluates work, and responds to personnel inquiries, requests and complaints; receives and responds appropriately to grievances.
- Plans and administers the departmental budget and preparation of operating and capital budgets in coordination with municipal leadership and appropriate committees and boards.
- Oversees the writing and processing of bids by providing specifications; administers contracts and oversees work to ensure compliance with specification requirements.
- Plans and prioritizes workload and schedules personnel and other resources accordingly; ensures for the availability of the fleet and crew for response to unforeseen situations.
- Prepares for and responds to seasonal challenges including snow removal, snow and storm water, construction projects, and repair and maintenance of equipment and machinery.
- Represents the department to the public, municipal departments, boards, and committees, federal, state, and regional agencies and organizations; attends meetings involving capital projects or department operations.
- ~~Provides departmental support to a variety of departments, boards, and committees.~~
- Ensures a safe, clean, and efficient workplace and a properly trained workforce.
- Responds to requests for service from the public and other town departments.
- Responsible for Departmental regulatory compliance and report submittals including but not limited to sewer collection system, landfill, and environmental permits for public works projects.

- Identifies, develops, and executes public works and municipal facilities related capital projects in conjunction with the town's Capital Improvement Plan.
- Collaborates with CWF Superintendent and staff relative to sewer mainline maintenance, cleaning, and repair.
- Performs other related job duties as required.

SUPERVISION RECEIVED

Under administrative direction, the Superintendent works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. Subject to Selectboard approval where appropriate, the employee exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to exercise whatever means are necessary to resolve conflict that cannot be addressed at the department level.

SUPERVISION EXERCISED

The Superintendent is accountable for the direction and success of programs accomplished through others. The manager is responsible for analyzing program objectives, determining the various departmental work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective, and recommending new goals. The Superintendent typically formulates or recommends program goals and develops written plans for achieving short and long-range objectives and determines organizational structure, operating guidelines, and work operations.

JUDGMENT AND COMPLEXITY

Guidelines only provide limited guidance for performing the work, which may be in the form of administrative or organizational policies, general principles, legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new, or adapt existing, methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies for a major functional section of the organization. The employee accepts responsibility while exercising authority for planning, operating, and oversight.

NATURE AND PURPOSE OF CONTACTS

Relationships are constant with co-workers, the public, and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view, or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance, or compliance. The employee may represent to the public a functional area of the organization on matters of procedures or policy where perceptiveness is required to analyze

circumstances in order to act appropriately.

CONFIDENTIALITY

Employee has regular access at the departmental level to a wide variety of confidential information, including personnel records, medical records, lawsuits, and client records.

EDUCATION AND EXPERIENCE

Bachelor's degree in engineering, environmental science, business administration, or a related field, and 5 to 7 years of related experience; or any equivalent combination of related education, training, certification, and experience.

Valid driver's license.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Comprehensive technical and practical knowledge of the materials, methods, and techniques relative to public works projects and issues. Knowledge of the laws, rules, and regulations relating to public works projects including but not limited to procurement, public contracting, environment, and safety. . Thorough knowledge of public works financing and administration. Knowledge of snow and ice control techniques and practices.

Abilities: Ability to plan, prioritize, assign and supervise the work of groups of employees engaged in a variety of public works construction and maintenance operations. Ability to establish and maintain strong working relationships with town officials and departments, state/federal agencies, and the general public. Ability to communicate effectively in written and oral form. Ability to prepare and administer budgets, financial reports, and regulatory reports. Ability to read blueprints. Ability to continuously adapt to and use new office technology and programs common to the industry.

Skills: ~~Skill in all of the above listed disciplines. Excellent planning and organizational skills. Good public relations skills. Computer application and programs proficiency.~~ Effective communication skills, including public speaking and public relations; problem-solving skills; customer-service skills; financial management; supervisory and training skills.

WORK ENVIRONMENT

The nature of duties may involve continuous presence of unpleasant or irritating elements, such as considerable noise, odors, chemical fumes, dust, smoke, heat, cold, oil, dirt, or grease. Work may be continually performed outdoors, regardless of weather conditions. May be required to be on call for 24 hours or be under prolonged pressure during emergency situations.

PHYSICAL, MOTOR, AND VISUAL SKILLS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Skills

Work requires moderate and intermittent physical strength and effort daily, such as, lifting heavy objects, carrying the object(s), and stacking them or placing them in a vehicle or storage area. In addition, pulling, pushing, standing, or walking for the full workday may also be involved. A great deal of physical effort must be exerted at this level.

Motor Skills

Duties involve assignments requiring application of hand-eye coordination with finger dexterity and motor coordination.

Visual Skills

Visual demands require routinely reading documents, blueprints, and plans. for general understanding and analytical purposes. Frequent computer use. Frequent driving and use of tools, equipment, and machinery. Need to visually assess conditions of facilities and equipment.

Amend TOWN OF MONTAGUE FINANCIAL MANAGEMENT AND OPERATIONS POLICIES by inserting the following definition in section A-1 Annual Budget Process:

Capital Outlay – purchase of equipment with a useful life of 5 years or more with a cost of \$25,000 or more, including lease payments. These appropriations will be a separate line in the department’s annual budget as voted at town meeting. Any equipment with a value of less than \$25,000 shall be considered an operating expense.

REQUEST FOR TRANSFER FROM THE RESERVE FUND

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the Massachusetts General Laws.

- 1. Amount requested: \$5,915.00
- 2. To be transferred to account number 001-5-145-5800
Account Title Treasurer Capital Outlay
- 3. Present balance in said line-item appropriation: \$0.00

The amount requested will be used for (give specific purpose): The amount requested is for a new copier/printer/scanner for the tax collector's office. The current machine is 7 years old and has not been working properly for some time, but I have been able to troubleshoot it and have had technicians in, but it seems to have reached the end of its cycle. It is very slow, at times it just doesn't print on demand, and does not meet the demands of that office as we constantly need to print reports, customer requests, and re-print many tax bills if the customer has not provided theirs that was sent. We also must print credit card payment receipts and multitudes of documents that need to be kept for audit purposes.

This expenditure is extraordinary and/or unforeseen for the following reasons: This was not put into the budget for FY25 as I believed that we could continue to troubleshoot and have it fixed as needed. That unfortunately has proven to be a problem and the speed of the machine has declined rapidly.


Officer/Department Head

Date: 4/23/24

ACTION OF OVERSIGHT BOARD

Date of Meeting: _____ Number present & voting: _____

Transfer recommended in the amount of \$ _____ Transfer disapproved: _____

Chairperson _____

ACTION OF FINANCE COMMITTEE

Date of Meeting: _____ Number present & voting: _____

Transfer voted in the amount of \$ _____ Transfer disapproved: _____

_____ Chairperson, Finance Committee

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Robert Folz
Phone: (800) 800-0019 ext. 34228
Fax: (603) 683-1061
Email: robert.folz@connection.com

25618717.03

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 4/9/2024
Valid Through: 4/30/2024
Account #: S02514

Customer Contact: Brandon Coy
Email: brandon.coy@suzorit.com

Phone: (978) 894-6152
Fax:

QUOTE PROVIDED TO: AB#: 7846522 TOWN OF MONTAGUE-IT DEPT ACCOUNTS PAYABLE 1 AVENUE A TURNERS FALLS, MA 01376 US (413) 863-4654	SHIP TO: AB#: 7846524 TOWN OF MONTAGUE Wendy Bogusz 1 AVENUE A TURNERS FALLS, MA 01376 US (413) 863-4654
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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Heavy Weight Ground	241.00 lbs	Net 30	MHEC

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Condition of our MHEC Technology Contract #MC13-F05, Software Contract #MC15-F04 and Multimedia Contract #MC15-B11. Any Order accepted by GovConnection, Inc. for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and condition shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	38338390	7PT01A#BGJ	LaserJet Enterprise Flow MFP M636z HPI Print & Imaging	HPI Print & Imaging	\$ 5,700.00	\$ 5,700.00
2	1	4779533	4779533	Liftgate Service Merrimack Service Handling Fees	Merrimack Service Handling Fees	\$ 80.00	\$ 80.00
Subtotal						\$	5,780.00
Fee						\$	0.00
Shipping and Handling						\$	135.00
Tax							Exempt!
Total						\$	5,915.00

Product Notes for Quote# 25618717.03

Item #	Description	Notes
38338390	LaserJet Enterprise Flow MFP M636z	<p>Product Description (Full): This HP LaserJet MFP with JetIntelligence combines exceptional performance and energy efficiency with professional-quality documents right when you need them-all while protecting your network from attacks with the industry's deepest security.

Dynamic security enabled printer

Certain HP printers are intended to work only with cartridges that have a new or reused HP chip or electronic circuitry. These printers use dynamic security measures to block cartridges using a non-HP chip or electronic circuitry. Periodic firmware updates will maintain the effectiveness of these measures and block cartridges that previously worked. Reused HP chips and electronic circuitry enable the use of reused, remanufactured, and refilled cartridges.

<center>
</center></p>



ORDERING INFORMATION

**GovConnection, Inc. DBA Connection
MHEC**

**Technology Contract #: MC13-F05 – Contract Expiration: 30 September 2026
Software Contract #: MC15-F04 – Contract Expiration: 31 August 2024
Multimedia Contract #: MC15-B11 – Contract Expiration: 30 April 2025**

Please contact your account manager with questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (withIn Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer’s Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Condition of our MHEC Technology Contract #MC13-F05, Software Contract #MC15-F04 and Multimedia Contract #MC15-B11. Any Order accepted by GovConnection, Inc. for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and condition shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract to: SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

RiverCulture

Use of Public Property

Group Permission

2024 Summer Event Series

Contact: Suzanne Lomanto

riverculture@montague-ma.gov

413-863-3200 ext 115

RiverCulture is organizing free public events at Peskeompskut Park from mid-May-September 2024. These events are funded through a \$15,000 Turners Falls Cultural District grant and a generous donation from Greenfield Cooperative Bank.

This application requests permission for the following:

Friday, May 3: Montague Marching Band Parade

Avenue A and Third Street **sidewalks**. 5pm-6pm. 10 band members.

Regular foot traffic for pedestrians will not be hampered in any way. This is a “loose” group of adult musicians sponsored by Weathervane Arts, a Montague Center nonprofit.

Porta Potty: Carsons Cans

The licensed/insured company will install a porta potty at Peskeompskut Park from mid-May through mid-September for use during the Great Falls Farmers Market and free public events. The potty will be cleaned/restocked weekly and locked in between events. A way to secure the can to the ground to avoid vandalism will be determined with the help of the DPW.

Peskeompskut Bandshell

The attached schedule details free public events being organized through RiverCulture. These events represent partnerships with the Montague Parks and Recreation, Montague Public Libraries, and dozens of musicians, performers and cultural producers. The Director of RiverCulture will be on site for these events or responsible for explaining the rules of usage to the presenting performers. Explicit public health and safety directions regarding the electricity, porta potty and trash removal will be listed inside the electrical box as a reference. Additionally, an emergency kit and phone numbers for the Police and Fire Departments will be on site.

Sidewalk Sales

A number of downtown businesses would like to display merchandise on the sidewalks as a way of increasing foot traffic, either as a group event or more spontaneously. RiverCulture will take responsibility for relaying common sense public safety protocols to the business owners: all merchandise including racks and tables must be secured from rolling or blowing away, at least 4’ of sidewalk must be clear and reserved for pedestrians including ADA accessibility, no merchandise is to be put in or on the planters. This permission does **not** include a request for public dining.



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 Suzanne LoManto

Name of business/group sponsoring proposed event if applicable: River Culture

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

Address 1 Avenue A Turners Falls

Contact phone 413-863-3200 Contact email riverculture@montague-ma.gov

~~FID~~ _____

Dates of proposed event See attached Location: Peskeompskut

Hours various Set Up: _____ Clean Up: Park

Approximate number of people expected to attend _____

What provisions will be made regarding clean up of site? Staff- River Culture

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other MOVIES

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

Entertainment related to the
2024 Summer Series

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

lawn and bandshell

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 _____

No

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)

none

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

Police/Fire notified
Safety Kit on site, potty

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

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

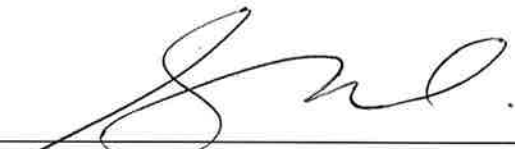
If so, at which locations?

on the lawn

YES

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

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


Signature of applicant 

Date 4/23/24

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments


Date: 4.24.2024

BOARD OF HEALTH – Approval / Comments

Date: _____

DATE	TITLE	PLACE	TIME	DESCRIPTION	NOTES
Saturday, May 18	Pamela Means	Peskeompskut Park	4pm	The Power of The Protest Song: Our Shared History & Present Day. Rain date 5/19	Contact Pamela Means: pamelameans@yahoo.com
Saturday, May 25	Montague World Music Mini-Fest featuring Juan Carlos Marin Band and Myrtle Street Klezmer	Peskeompskut Park	4-7pm	4pm: Myrtle Street Klezmer_traditional celebratory music of the Ashkenazi Jews. 5pm: Juan Carlos Marin Son Jarocho Band_traditional music and dance from Veracruz, Mexico. Rain date 5/26.	Contact: Jesse Olsen Bay tangledmusic@gmail.com
Saturday, June 1	Eli Elkus Musical Storytelling	Peskeompskut Park	11am-noon	All ages! Original and rekindled folk songs.	Contact Eli Elkus: elielkus@gmail.com
Sunday, June 2	Electronic Music Festival	Peskeompskut park	3-9pm		Contact Joh: voobooking@gmail.com
Friday, June 21	Outdoor Movie: SONG of the Sea featuring Kenny Butler, Irish fiddle	Peskeompskut Park	7pm Music	2014 award winning animated film, Song of the Sea follows the story of a 10-year-old Irish boy who discovers that his mute sister Saoirse is a selkie. Traditional Irish fiddle with Kenny Butler, 7pm.	Contact: Jon Dobosz: recdir@montague-ma.gov
Sunday, July 14	Do it Now + "The Mole" and Independent Book Fair	Peskeompskut Park	2pm	Poetry, political commentary and musical improv with Paul Richmond (Beat Poet), Tony Vacca (Percussion), John Sheldon (Guitar). Rain Date 7/21	Contact: Paul Richmond. paul@humanerrorpublishing.com
Friday, July 19	Movie in the Park: Karate Kid	Peskeompskut Park	7:45pm Movie	(1984 PG. Action/Sport) Presented by Montague Parks and Rec.	Contact Jon Dobosz: recdir@montague-ma.gov
Friday, August 2	Movie in the Park: Title TBA	Peskeompskut Park	7:45 Movie Start		Contact Jon Dobosz: recdir@montague-ma.gov
Friday, August 9	No Strings Marionettes: TITLE	Peskeompskut Park	10:30am-1pm	(Library tent in case of rain)	
Saturday, August 10	HOME BODY	Peskeompskut Park	7pm	FEVER POP! Spirited synth spectacle! An annual summer event! Rain date 8/11 https://www.hellohomebody.com/	Contact Hailey Morgan: hellohomebody@gmail.com
Thursday, August 15	Eli Elkus Musical Storytelling	Peskeompskut Park	6:30-8pm		Contact Eli Elkus: elielkus@gmail.com
Saturday, August 17	Little House Blues	Peskeompskut Park	3-5pm	Little House Blues plays a mix of standards and originals in the Chicago Blues, Jump and Swing and early Rock 'n Roll styles.	Contact William Blatner: littlehouseblues@gmail.com
Thursday, August 22	WES BROWN & FRIENDS	Peskeompskut Park	6:30-8:30pm	Consistently superb bassist Wes Brown presents standards from with (names). Free!	Contact Wes Brown: tobosounds@gmail.com



Board of Selectmen Town of Montague

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

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

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Suzanne LoManto

Address of applicant: 1 Avenue A Turners Falls

Phone # of applicant: 413-863-3200 ext. 115

Name of organization: River Culture

Name of legally responsible person: Town of Montague

Location of assembly: Avenue A / Third St

Date of assembly: _____

Time of assembly: Begin: _____ End: _____

Number of expected participants: _____

If a procession/parade: _____

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Montague Marching Band

Porta potty Peskeompskut Bands shell

Side walks - sales

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

Signatures: _____
Police Chief: [Signature] Date: 4.24-2024

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



Board of Selectmen
Town of Montague

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

**APPLICATION TO PLACE SIGN, OBJECT, OTHER DISPLAY or EXHIBITION/VIGIL ON
MONTAGUE CENTER TOWN COMMON OR PESKEOMSKUT PARK**

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 7 days prior to the request date.

Name of applicant: Suzanne LoManto
Organization: River Culture
Contact Name: Suzanne LoManto
Contact Phone: 413-863-3200 e-mail: riverculture@montaguo-
Contact Address: 1 Avenue A Turners Falls ma.
Name of legally responsible person: Town of Montague gov
Location on Common/Park: see attached
Content of sign, type of object, display: see attached

Description of sign, object, display (content, size and materials): Peskeompskut Park
"2024 Summer Series"
Start Date: up to 4 lawn-style signs
End Date: with QR codes to the schedule

*Sign/object needs to specify who it is being sponsored by. There is a 21 day maximum.

Signatures:

Police Chief: [Signature] Date: 4-24-2024

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

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: 4/23/24 Date Approved: _____ Fee: Ø

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20_____
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? DATE: yes no

This is an annual renewal? yes yes no

1. NAME OF APPLICANT: Suzanne LaManto TELEPHONE: 413-863-3200

2. D/B/A: _____ ext. 115

3. PREMISES: Peskeonpsicut Park BUSINESS PHONE: same

4. The specific categories of licensed entertainment sought to be approved are:
 Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV Television/Cable Pool Tables N/A

Automatic Amusement Devices: Video Games, Number of: N/A type: _____ Video or _____ Keno

<input checked="" type="checkbox"/> Dancing by patrons	size of floor	_____
<input checked="" type="checkbox"/> Instrumental Music	number of instruments & amplifiers	<u>various</u>
<input checked="" type="checkbox"/> Live Vocalists	number of persons/type of show	<u>2-6 people</u>
_____ 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: _____ Allowed: _____ Number of People: up to 200 Allowed: _____

Outdoors: Size of area to be used: _____ Available Parking: _____

Alcohol to be served: _____

Applicant Signature [Signature]

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

Board of Health _____ Date _____

Fire Department, Chief _____ Date _____

Police Department, Chief _____ Date _____

Board of Selectmen, Chairman _____ Date _____

Inspector of Buildings _____ Date _____

**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: 4/23/24 Date Approved: _____ Fee: 0

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20_____
during the following hours: see attached.

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? DATE: 2024 summer series yes no
This is an annual renewal? yes no

1. NAME OF APPLICANT: Suzanne LaMauto TELEPHONE: 413-863-3200

2. D/B/A: _____ ext. 115

3. PREMISES: Second street behind Pioneer Valley BUSINESS PHONE: _____
Brew *

4. The specific categories of licensed entertainment sought to be approved are:
_____ Radio _____ Jukebox _____ Video Jukebox _____ Pinball Machines
_____ Wide Screen TV _____ Television/Cable _____ Pool Tables N/A

Automatic Amusement Devices: Video Games, Number of: _____ Type: _____ Video or _____ Keno

Dancing by patrons size of floor 8' x 24'
 Instrumental Music number of instruments & amplifiers various
 Live Vocalists number of persons/type of show 2-6 people
_____ 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: _____ Allowed: _____ Number of People: _____ Allowed: _____

Outdoors: Size of area to be used: _____ Available Parking: _____

Alcohol to be served: _____

Applicant Signature [Signature]
*****OFFICE USE ONLY*****

Board of Health _____ Date 4-24-2024 Fire Department, Chief _____ Date _____
[Signature] Police Department, Chief _____ Date _____ Board of Selectmen, Chairman _____ Date _____
Inspector of Buildings _____ Date _____

Ⓢ Property owned by Nova Real Estate LLC

Entertainment on Second Street
2024 Summer Event Series
Contact: Suzanne Lomanto
riverculture@montague-ma.gov
413-863-3200 ext 115

RiverCulture is co-sponsoring three events with Pioneer Valley Brewery and Nova Motorcycles as part of the 2024 Summer Series. The events will be held on private property owned by Nova Motorcycle located on Second Street, behind the brewery. This permission is **not** related to the sale of alcohol, only outdoor exertainment on the dates listed. See attached.

As a sponsor, RiverCulture is paying a portion of the performance fees, and lending equipment including a tent and stage system that was recently inspected by the Town Building Inspector. RiverCulture is responsible for making sure that this equipment is set up and put away in a safe way, that noise regulations are followed, and trash/recycling is removed.

These events are free and open to the public.

Patrons will use the porta potties located at Unity Park or the restrooms inside the brewery.

DATE	TITLE	PLACE	TIME	DESCRIPTION	NOTES
Saturday, June 29	Pioneer Valley Brewery Summer of Songs: Jimmy Just Quit	Second Street/ Unity Park	6:30-9:30pm	Rock! Outdoor music and food trucks. (inside in case of rain)	Contact: Steve Valeski steve@pioneervalleybrew.com
Saturday, July 27	Pioneer Valley Sumer of Songs: Groove Prophet + Fireworks!	Second Street/ Unity Park	6:30-9:30pm.	Outdoor music and food trucks. (inside in case of rain). Fireworks begin at 9pm on the riverfront.	Contact Steve: steve@pioneervalleybrew.com
Saturday, August 24	Pioneer Valley Summer of Songs: Tracey and Company	Second Street/ Unity Park	6:30-9:30pm	Outdoor music and food trucks. (inside in case of rain)	Contact Steve : steve@pioneervalleybrew.com

**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: 9/23/24 Date Approved: _____ Fee: 0

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2024
during the following hours: July 5, 2024

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from: 4	to: 8
Tuesday	from:	to:	Saturday	from:	to:
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: yes { no

This is an annual renewal? { yes } no

1. NAME OF APPLICANT: Suzanne Lo Manto TELEPHONE: 413-863-3200

2. D/B/A: River Culture

3. PREMISES: ~~XXXXXXXXXX~~ 66 Avenue A BUSINESS PHONE: 863-3200 115 ext 115

4. The specific categories of licensed entertainment sought to be approved are:
 Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV Television/Cable Pool Tables

Automatic Amusement Devices: Video Games, Number of: _____ Type: ___ Video or ___ Keno

<input type="checkbox"/> Dancing by patrons	size of floor _____
<input checked="" type="checkbox"/> Instrumental Music	number of instruments & amplifiers _____
<input checked="" type="checkbox"/> Live Vocalists	number of persons/type of show _____
<input type="checkbox"/> Exhibition	type _____
<input type="checkbox"/> Trade Show	type _____
<input type="checkbox"/> Athletic Event	type _____
<input type="checkbox"/> Play	type _____
<input checked="" type="checkbox"/> Readings of Poetry or other	
<input type="checkbox"/> New Years Eve "after midnight entertainment"	

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: _____ Allowed: _____
Outdoors: Size of area to be used: 10 x 10 feet Available Parking: street
Alcohol to be served: _____

Applicant Signature [Signature]
*****OFFICE USE ONLY*****

Board of Health <u>[Signature]</u>	Date <u>9-24-2024</u>	Fire Department, Chief _____	Date _____
Police Department, Chief _____	Date _____	Board of Selectmen, Chairman _____	Date _____
Inspector of Buildings _____	Date _____		

Acoustic Music Associated with Turners Falls First Friday
66 Avenue A
Part of the 2024 Summer Event Series
Contact: Suzanne LoManto
riverculture@montague-ma.gov
413-863-3200 ext 115

RiverCulture is co-sponsoring one event on Friday, July 5 from 4-8pm with Unnamable Books and Antenna Cloud Farm as part of the 2024 Summer Series. The events will be held on private property owned by Unnamable Books at 66 Avenue A (outdoor side lot). Sunday July 7 is the rain date.

Entertainment will include books readings and acoustic music. (one guitar and one vocal modestly amplified)

RiverCulture is paying the performance fees and lending equipment including a tent and PA system. RiverCulture is responsible for making sure that this equipment is set up and put away in a safe way, **that noise regulations are followed**, and trash/recycling is removed.

These events are free and open to the public.



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

Name of business/group sponsoring proposed event if applicable: Montague Center Fire Department

If applicable, number of years your organization has been running this event in Montague? 20

Address 28 Old Sunderland Rd, Montague

Contact phone 413-367-2812 Contact email shallow25@comcast.net

FID _____

Dates of proposed event 5/26/2024 Location: Montague Center Common

Hours 9-12:00 Set Up: 9 Clean Up: 11:45

Approximate number of people expected to attend 40

What provisions will be made regarding clean up of site? All equipment will be removed at conclusion of service

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other Memorial Day Service

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

Short service to honor American Veterans
Flowers placed at Memorial Stone -
Short speeches. Possible gun salute

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

Area in front of Flagpole + Memorial Stone

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)

Quiet gathering - no issue regarding safety or order

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

MCFD fire personnel + apparatus will control area

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

FMT/Rescue truck on scene

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?

No

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

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

Signature of applicant Am Fisk

Date 4/17/2024

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments

[Signature]

Date: 4-18-2024

BOARD OF HEALTH – Approval / Comments

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2024

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).

PRODUCER Blackmer Insurance Agency 1147 Mohawk Trail Shelburne MA 01370	CONTACT NAME: Nadine West PHONE (A/C, No, Ext): (413) 625-6527 E-MAIL ADDRESS: nadine@blackmers.com	FAX (A/C, No): (413) 625-8210
	INSURER(S) AFFORDING COVERAGE	
INSURED Montague Center Fire District PO Box 237 Montague MA 01351	INSURER A: National Union Fire Ins Co of Pittsburgh, PA	NAIC # 19445
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VFNU-TR-0014098	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
	AUTOMOBILE LIABILITY <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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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)

Montague Center Common

May 26th, 2024

CERTIFICATE HOLDER

Town Of Montague
1 Avenue A

Turners Falls MA 01376

CANCELLATION

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
Betty Wholey Ozell

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Selectboard Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108
FAX: (413) 863-3231

COMMON VICTUALERS LICENSE APPLICATION FORM

NOTICE: As provided by MGL Ch. 40, the sale of food for immediate consumption on the premises of the vendor has an intimate relation to the public health, and such activity cannot be conducted without the proper license and permit.

DATE OF APPLICATION: 3/25/24

The undersigned respectfully applies for a Common Victualers License:

1. NAME OF APPLICANT (List sole proprietor, partners or corporation)

TMGC LLC

D/B/A Thomas Memorial Golf TELEPHONE: (413) 863-8003

2. ADDRESS OF PREMISES: 29 Country Club Lane, Turners Falls, MA 01376

3. EMAIL ADDRESS: kylesnow@snowandsons.com

4. FEDERAL I.D./SOCIAL SECURITY NUMBER: 99-0830918

5. DESCRIPTION OF PREMISES: 9 hole golf course with clubhouse and bar. Food will be served at select times and days. Consists of clubhouse and event space.

*****Office Use Only*****

License Fee: _____

Approved By:

Board of Health

License Number

Date

Selectboard, Chair

License Number

Date

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

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

Date of Application: 3/25/2024 Date Approved: _____ Fee: _____

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2024
during the following hours:

Sunday	from: <u>8AM</u> to: <u>11pm</u>	Thursday	from: <u>7AM</u> to: <u>10pm</u>
Monday	from: <u>7AM</u> to: <u>10pm</u>	Friday	from: <u>7AM</u> to: <u>10pm</u>
Tuesday	from: <u>7AM</u> to: <u>10pm</u>	Saturday	from: <u>7AM</u> to: <u>11pm</u>
Wednesday	from: <u>7AM</u> to: <u>10pm</u>	Legal Holiday	from: <u>7AM</u> to: <u>10pm</u>

This is a "special entertainment permit" request? _____ DATE: _____ { yes { no

This is an annual renewal? _____ { yes { no

1. NAME OF APPLICANT: Kyle Snow TELEPHONE: (413) 834-1766

2. D/B/A: Thomas Memorial Golf

3. PREMISES: Thomas Memorial Golf BUSINESS PHONE: (413) 863-8003

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

- Radio Jukebox Video Jukebox Pinball Machines
- Wide Screen TV Television/Cable Pool Tables


Automatic Amusement Devices: Video Games, Number of: _____ Type: _____ Video or _____ Keno

- Dancing by patrons size of floor 500 SQ FT
- Instrumental Music number of instruments & amplifiers _____
- Live Vocalists number of persons/type of show live music
- Exhibition type unknown at this time
- _____ Trade Show type _____
- Athletic Event type Golf
- Play type _____
- _____ Readings of Poetry or other _____
- _____ New Years Eve "after midnight entertainment" _____

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: _____ Allowed: _____

Outdoors: Size of area to be used: _____ Available Parking: _____

Alcohol to be served: _____



Applicant Signature

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

Board of Health Date

Fire Department, Chief Date

Police Department, Chief Date

Selectboard, Chair Date

Inspector of Buildings Date

Project Information

Project Name

Rural Homes 10 Unity Street Affordable Housing

Project Abstract

Provide a concise description of the project, with a focus on how the grant funds would be used if awarded. (500 Character Limit)

The Town of Montague will partner with Rural Development, Inc. (RDI), a local non-profit affordable housing developer, to demolish a condemned single-family home and replace it with a new, energy efficient home to be sold at an affordable price to an income-eligible homebuyer. RDI, through its Rural Homes Program, will serve as the non-profit receiver for the project and manage all aspects of construction and sale of the home. The Town of Montague is working through the Attorney General's Neighborhood Renewal Division to address abandoned, blighted properties. 10 Unity Street has been vacant for several years and is condemned by the Board of Health. The property is located in the village of Turners Falls, Montague's largest village, and has easy access to transit, schools, parks, municipal offices, and the downtown.

Funds will be used to subsidize the cost of removing the condemned structure, abating any hazardous materials, and construction of the new home. The One Stop grant funds will cover the gap between project costs and the affordable sale price. RDI will fund the full cost of the project with additional financing including the Attorney General's Abandoned Housing Initiative loan. The project will meet criteria to be added to the Town's SHI, including serving households at 80% AMI and below, and restricted as affordable for a period of not less than 30 years.

Project Description

Building / Rehabilitation of a Blighted or Underutilized Property

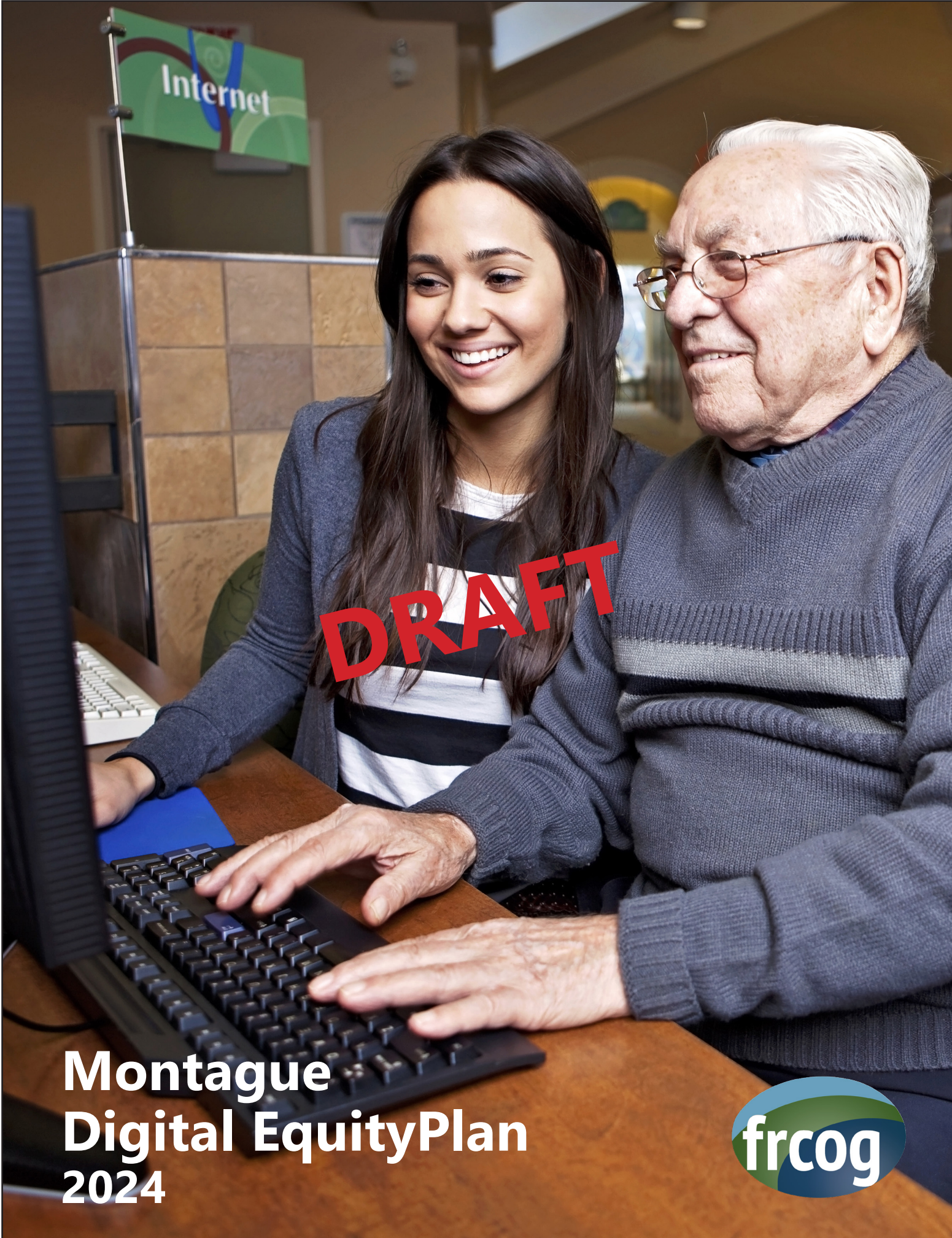
Budget

Total budget: \$370,000

Grant request: \$175,000

Estimated Completion

Within 1 Year



**Montague
Digital Equity Plan
2024**



Montague Digital Equity Plan

2024

Prepared by:



Franklin Regional Council of Governments

12 Olive Street, Suite 2

Greenfield, MA 01301

Main Telephone: 413-774-3167

<https://frcog.org>

FRCOG Staff:

Jessica Atwood, Director of Planning
Ted Harvey, Sr. Economic Development Planner
Nicole Krantz, Planning & Digital Equity Intern
Mark Maloni, Communications Manager

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INTRODUCTION

Background

While many Montague residents were able to access the internet at home, work, school and throughout the community, the COVID-19 pandemic exposed the digital divide that continues to exist within the city. As school and work shifted to online and work-at-home models, the awareness and consequences of this long-time disparity became evident. Along with heat, electricity and water, affordable and available broadband is now a necessity for all residents. It is vital for students to learn and thrive, businesses to remain nimble and competitive, for seniors to take advantage of telehealth options and increase their ability to age-in-place, and a host of other applications. Along with broadband adoption, many residents need devices, technical support and technology training to fully access internet services, educational resources, employment opportunities, and the social aspects of the digital world. While there has been significant investment over the past decade, Montague is not yet meeting the 21st century expectations of a robust and thriving community as residents continue to face a disparity in reliable access, affordability, and digital literacy.

The Montague Digital Equity Plan will help guide municipal decision-making and investments related to increasing access, adoption and usage of the internet for the populations most impacted by the COVID-19 pandemic. This plan will help prepare the city to submit grant proposals to state and federal programs to support digital equity activities.

Eliminating the Digital Divide through Digital Equity

The digital divide is the gap between individuals and households who have access to connected devices with reliable and affordable high-speed internet, along with the skills to use them, and those who do not. Digital equity is a condition

Digital Equity Plans should focus on “**covered populations.**” These are defined by the Digital Equity Act Sec. 60302(8), National Telecommunications and Information Agency (NTIA) as groups within a populations who have a higher likelihood to experience digital inequity.

Covered Populations:

- Individuals who live in low-income households
- Aging individuals (60 and above)
- Individuals who are incarcerated
- Veterans
- Individuals with disabilities
- Individuals with a language barrier
- Individuals who are members of a racial or ethnic minority group

in which all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy. Furthermore, digital equity is necessary for civic and cultural participation, employment, lifelong learning, and access to essential services. Communities should embrace digital equity in order to eliminate the digital divide. Digital equity must evolve as technology advances. Digital equity requires intentional strategies and investments to reduce and eliminate historical, institutional, and structural barriers to access and use technology.

There are three broad components of digital equity: **Affordable Connection** (whether the internet connection is fast, reliable and affordable); **Adequate Device** (whether an individual or household has the necessary and needed digital device, such as a desktop, laptop, or tablet); and **Digital Literacy** (whether residents know how to properly and successfully use

technology for their needs, and whether they are receiving quality information and can assess their privacy risks).

Overview of Planning Process

Digital Equity Steering Advisory Group

The Montague Digital Equity Plan is part of the Montague Comprehensive Plan update.¹ The planning process consisted of working closely with the Comprehensive Plan Steering Advisory Group to provide oversight and input into the development of the Plan.

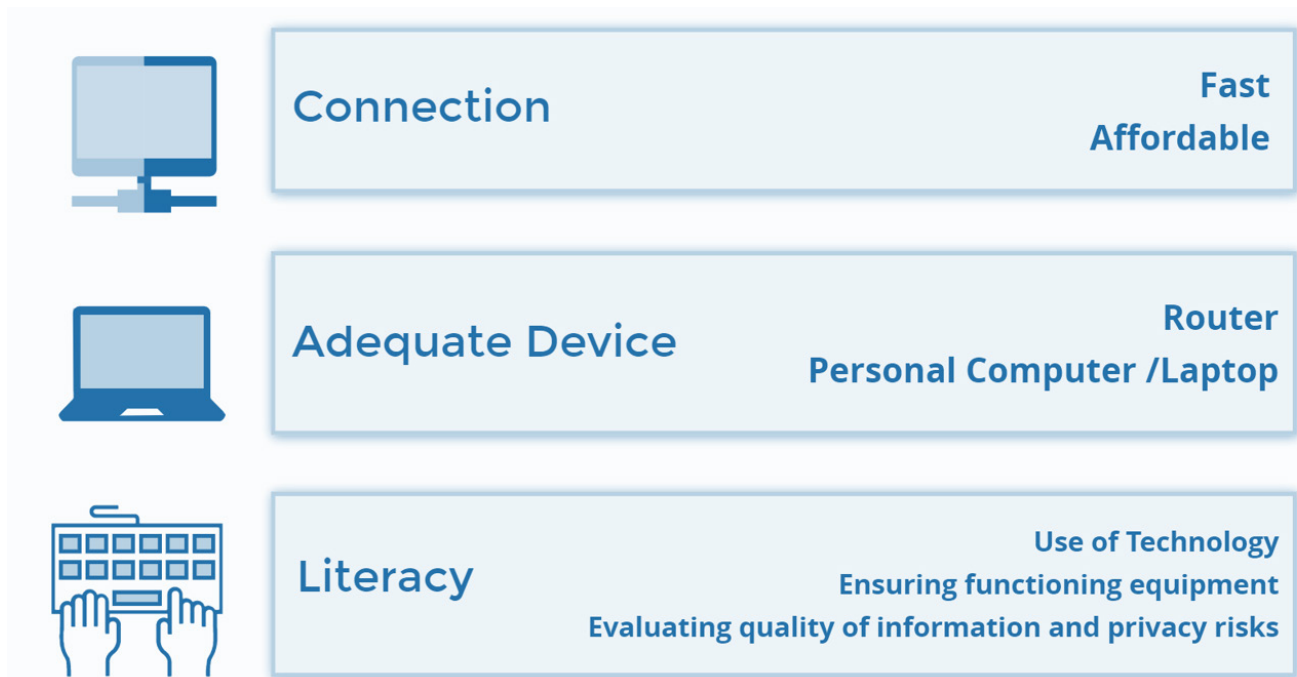
Community Outreach and Engagement

Robust community outreach and engagement provides insights into both the needs of Montague residents and the available digital equity assets. The consultant pursued multiple avenues of outreach and engagement to better understand the current conditions relating to digital equity. There were four (4) Steering Advisory Group meetings, two (2) focus groups, including one with older adults and one with digital equity providers, as well a Community Meeting on December 6, 2023 with ten

attendees. In addition, staff met individually with key stakeholders to gather additional information, including the Director of IT for the Gill/Montague School District, the Montague Library Director, and the Senior Digital Equity/Montague Mass in Motion Coordinator, as well as the Town Planner and Town Administrator, to gather insights on specific issues of digital equity, current projects, and ideas for future projects.

Digital Equity Survey

The MBI created a statewide Digital Equity Survey to gather information about needs, barriers, and opportunities from Massachusetts residents. The survey was available online and in print, provided in 9 languages (English, Spanish, Portuguese, Chinese, Haitian Creole, Vietnamese, Russian, Arabic, and Khmer). Copies of the survey were brought to the Senior Center, the three public library locations, and the Brick House (the Community Resource Center). The online survey was promoted on the Town's website, the Franklin Regional Council of Governments' website & social media, and sent out via the Franklin County Resource Network. There were 55 responses from Montague residents.



Adapted from the Massachusetts Broadband Institute

¹ <https://montagueplans.org/>

VISION AND GOALS

The Vision and the Goals for the Montague Digital Equity Plan were developed through Steering Advisory Group meetings and feedback during the Community Meeting, focus groups, and interviews. The Vision and Goals articulate the values that drive the work and the means by which the town will pursue digital equity for all residents.

Vision

Our vision is for all residents in Montague to be able to access affordable, high-speed internet, with the appropriate devices. Affordable access, which includes cost, speed, devices, and knowledge, is not a privilege for those who can afford it, but a right for our residents.

The Montague Digital Equity Plan will lay the groundwork for long-term investments for Montague to reach digital equity for all its residents. With this plan, the Town will be well-positioned to compete for broadband funds that may become available through federal, state, and private sector broadband infrastructure and digital equity funding opportunities.

Goals

Goal 1: Framework for Promoting and Supporting Digital Equity

Develop and maintain a framework to continue promoting and supporting digital equity for all residents of Montague. The framework will include identifying a team of digital equity champions, pursuing funding, and continuing and expanding partnerships with digital equity providers.

Goal 2: Affordable Connectivity

Support residents' access to the internet connectivity they need and can afford.

Goal 3: Digital Literacy and Safety

Ensure every resident in Montague has the opportunity to learn the skills needed to effectively and safely use digital technology.

Goal 4: Digital Navigation

Ensure access for people who need more support to navigate digital systems.

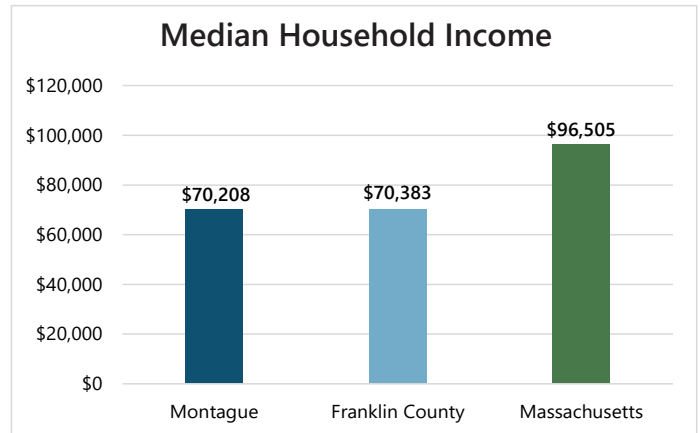
EXISTING CONDITIONS²

Demographics

The Town of Montague is located along the Connecticut River in the upper Pioneer Valley and is the second largest municipality in Franklin County. A rural community, Montague has a population of 8,527 with 3,753 households.³ The Town is comprised of 5 villages (Montague Center, Montague City, Lake Pleasant, Millers Falls, and Turners Falls). The Village of Turners Falls is home to over half the town’s population, and includes the business district.

While in many respects, Montague shares many similarities with Franklin County, the population in Montague differs from the State. For example, the percentage of the population who are People of Color is much lower in both Montague than the State. The population in Montague who speak a language besides English at home is also significantly less than the State. Further, Montague and Franklin County have higher percentages of civilian veterans than the State. Conversely, the percentage of residents in Montague with a disability is higher than the State. While Massachusetts has an aging population, Montague has a greater percentage

of households with residents who are 65 or older, and a smaller percentage of households with children. All municipalities within Franklin County, except Greenfield, are considered Rural by standards set out by the Massachusetts Broadband Institute.⁴ These demographic characteristics should guide the focus of digital equity in Montague.



Source: U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates

A common measure of income for an area is the median household income.⁵ The median household income for Montague is \$70,208.

Town/Region	Civilian Veterans	Population with a Disability	Speak a Language Besides English at Home	People of Color	Households with Children	Households with 65+ years of age
Montague	7.6%	17.4%	6.5%	9.0%	25%	34%
Franklin County	7.5%	16.8%	6.54%	11.1%	23%	39%
Massachusetts	4.7%	11.9%	24.54%	31.1%	28%	32%

Source: U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates

² See Appendix for full list of sources.

³ A household consists of all the people who occupy a housing unit. A household can include a family, an individual living alone, or unrelated people who share a housing unit.

⁴ This Plan uses the MBI definition of Rural, based on the Massachusetts State Office of Rural Health definition, which considers a municipality to be rural if it meets one of the following criteria: Meets at least one of three federal rural definitions at the sub-county level (Census Bureau, Office of Management and Budget, or Rural-Urban Commuting Area Codes), and/or has a population less than 10,000 people and a population density below 500 people per square mile, and/or has an acute care hospital in the town that meets the state hospital licensure definition of a small rural hospital, or is a certified Critical Access Hospital.

⁵ For this purpose, this includes the income in households that have families, people living alone as well as unrelated people living together. The median is the middle statistic in a data set, which makes the measurement relatively unaffected by extreme numbers (either the very wealthy or very poor) from influencing the overall figure.

This figure is consistent with median household income in Franklin County, while both are significantly lower than the median household income of the State. The poverty rate, while still significant at over 9%, is lower than the State (almost 10%), and much lower than the County (12%). Perhaps more telling of the affordability issues, is the fact that 38% of households have a median income of \$50,000 or less.⁶

In Montague, four Block Groups are considered to have Environmental Justice (EJ) population, based on income where the annual median household income is 65% or less than that of the state. In Montague, EJ locations are in Turners Falls and Montague City. The median household income is significantly lower in these sections, and minority population is significantly higher.

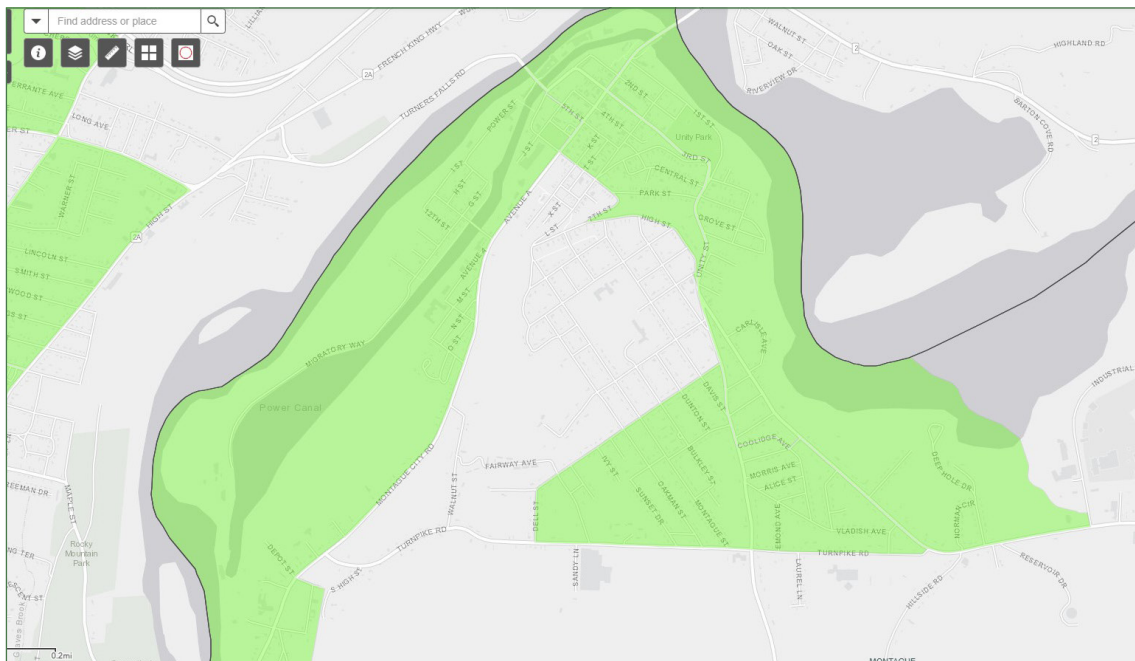
Looking at housing cost burden in Montague suggest the impact of affordability for residents. A household is defined as cost-burdened if they are spending more than 30% of their income on housing.⁷ In Montague, 30% of households are considered cost-burdened, while in Millers

Region	Unemployment Rate	Labor Force Participation Rate	Percent working from Home
Montague	4.30%	67%	12.4%
Franklin County	5.7%	63.1%	13.7%
Massachusetts	5.3%	67.1%	14.6%

Source: U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates

Falls and Turners Falls the percentages are significantly higher (36% and 40% respectively).⁸

Inability to connect to high-speed internet, lack of access to digital devices, and lack of digital literacy, negatively impacts the economic vitality of a municipality. The labor force participation rate in Montague is fairly strong, while the percentage of employees working from home is less than both the County and the State. This suggests there could be untapped labor potential with improved broadband service and availability, allowing more employees to work from home.



Montague Environmental Justice Block Groups.

Source: <https://www.mass.gov/info-details/massgis-data-2020-environmental-justice-populations>

⁶ Data source: U.S. Census Bureau, 2022 ACS 5-Year Estimates

⁷ National Low Income Housing Coalition (<https://nlihc.org/>)

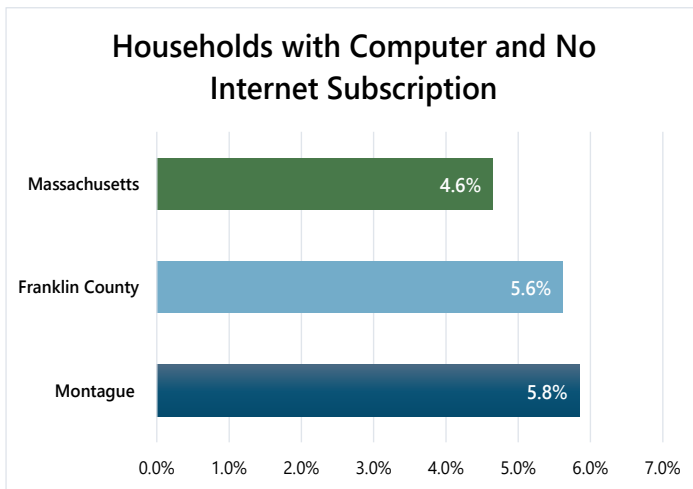
⁸ Data Source: U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates

Digital Equity

The main factors in determining digital equity include: **Affordable Connection** (ability to connect to broadband service), **Access to Devices** (i.e. computers or tablets), and **Digital Literacy** (ability to navigate the internet safely and effectively). Each of these three components contributes to overall digital equity. While Montague has taken strides to ensure digital equity, the data suggests there is still work to do.

Reliable and Affordable Connection

Having a reliable broadband internet connection is necessary for many vital activities, from filling out medical forms to interviewing for a new job to talking with grandchildren. While Massachusetts has increased internet and broadband access, a percentage of households do not have an internet subscription. In Montague, the percentage of households with a computer but no internet subscription remains slightly higher than the state.



Source: U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates

FCC’s National Broadband Map indicates 100% of Montague households are “served”, meaning they can connect to and utilize internet at speeds of at least 100/20 Mbps (the federal fixed broadband speed benchmark).⁹ However, we can infer that this is not accurate based on community meetings, focus groups, feedback from residents, and speed test data.

	Tests	% of Total Tests
Speeds < 25 x 3 Mbps	21	2%
Speeds < 50 x 10 Mbps	68	7%
Speeds < 100 x 20 Mbps	231	23%
Speeds at least 25 x 3 Mbps	887	90%
Speeds at least 50 x 10 Mbps	719	73%
Speeds at least 100 x 20 Mbps	455	46%
Speeds at least 100 x 100 Mbps	3	0%
Total Tests: 988; Unique ID Tests: 202		

Speed Tests in Montague (collected by Mass Broadband Institute February 2022)

Interviews with residents and town staff suggest that while overall internet connection is generally good, there are issues with speed, and sections of the town where a connection can be slow or prone to drops. According to data available from the FCC, the Town of Montague has 100% broadband coverage throughout the Town⁹, yet based on survey data and information from focus groups, it is unlikely that this is accurate. Although there were only 55 survey responses, approximately 31% noted that their home internet is not good enough to meet their household needs. Feedback from participants in the Community Meeting and Focus Groups, there is not 100% broadband coverage in town.

While actual internet speeds can be difficult to measure due to various factors (time of day, how many users are currently on-line, how close a user is to a router, etc.), speed-test data can provide a baseline understanding of how well a community is reaching advertised broadband speeds. The data for Montague suggests that most residents are not experiencing broadband speeds under the current definition, as only 46% of the speed tests showed at least 100/20 Mbps. One limitation with the data is that it does

⁹ FCC Broadband Data Collection (<https://www.fcc.gov/BroadbandData>)

not differentiate between types of internet or different service providers. This is important information to ascertain as there are issues both with receiving advertised speeds by the coax providers (especially at certain times of day, such as when school is let out or during prime time), and sections of the town where the internet service drops daily, particularly in older apartment complexes, where old wiring and thick walls prevent optimal cable and wireless service (as noted above).

The FCC does allow a Challenge process to ensure accuracy.¹⁰ As part of the upcoming Broadband Equity, Access, and Deployment (BEAD) Program, Massachusetts will be coordinating a challenge process to help better ensure the accuracy of the coverage data.¹¹ This will allow municipalities, like Montague, to better understand where there is limited or poor broadband connection within town.

Comcast/Xfinity (a cable provider) is the only major wireline broadband service provider in Montague. T-Mobile is also a fixed wireless option for residents, although it only covers approximately 17% of the total broadband service locations (BSLs). LeverettNet, a fiber internet service provider also covers broadband service locations (less than 0.5% of all BSLs).

Comcast provides asymmetric internet, meaning download and upload speeds are different. They provide various plans based on price and maximum speed. The most basic plan is currently called Connect and has 150 Mbps download speed and 10 Mbps upload speed.¹² According to Comcast's website, the typical speed is 175/114 Mbps. The fastest plan available in Montague is the Gigabit x10 plan, with 2,000/50 Mbps, with the advertised typical speed as 2087/206 Mbps.

Not only is having a broadband connection required for digital equity, but at least as important is internet affordability. Affordability remains a constant threat to digital equity, particularly in for the covered populations as described above. As a recent study showed, even as broadband connection becomes more available in rural communities, the costs of service often remain insurmountable. Broadband costs can be difficult to comprehensively measure due to various factors, including levels of speed, teaser rates and discounts, and bundling options. However, nationwide, one study found that the median cost of high-speed internet was \$74.99 per month.¹³ Further, around half of households were paying between \$60 and \$90 per month. According to the FCC's most recent 2024 Section 706 Report, the national medium price for 100/20 Mbps is \$101.

Locally, based on 29 responses to the MBI Statewide Digital Equity Survey, the average monthly cost for internet service was \$91 in Montague, with a range of \$9.95-\$275. It is unclear from the survey results whether the higher pricing indicated in the responses (two indicated monthly pricing over \$200 and 11 other responders indicated costs of \$100 or more) was for internet only, or a bundled service. Based on the rate sheet for Montague provided by Comcast, costs range from the basic offering of \$68/month (called Connect) to a premium offering for \$300/month (Gigabit x10).

During conversations with residents, cost was often noted as a barrier to connection. Although a limited sample size (31 responses to this question on the Statewide Survey), 48% of households said it was *Somewhat Hard* or *Very Hard* to pay for internet.

There are few programs available to assist with broadband affordability. One program is

¹⁰ To learn more about the FCC map and how to file challenges, see: <https://help.bdc.fcc.gov/hc/en-us/sections/10467243210651-Consumers-Individuals>

¹¹ More information on the Massachusetts BEAD Challenge is available on the MBI website (<https://broadband.masstech.org/bead-challenge-process>)

¹² Max speeds are listed in the following review from CNET (<https://www.cnet.com/home/internet/xfinity-internet-review/>)

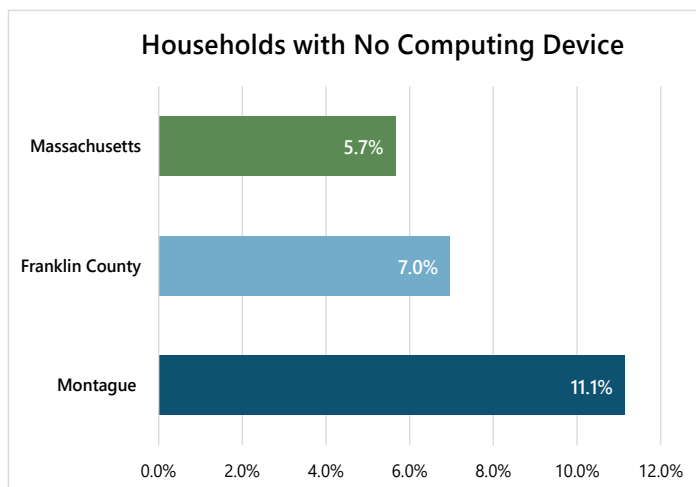
¹³ "As Broadband Deserts Recede, Cost of Service Still a Question" (<https://www.govtech.com/network/as-broadband-deserts-recede-cost-of-service-still-a-question>)

the Affordable Connectivity Program (ACP), a benefit program run by the FCC. The goal of the ACP is to help make broadband affordable for all households. The ACP provides a discount of up to \$30 per month for internet services of eligible households. The FCC collects data on which households are eligible and how many are enrolled in the program. As of January 2024, 314 households were claimed subscribers to ACP, although over 1,200 households were considered eligible.¹⁴

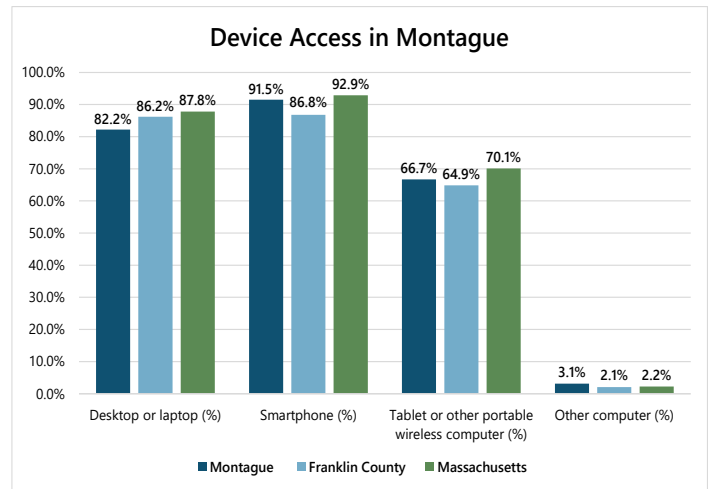
As of early 2024, the federal government had not renewed the funding for the ACP. Although there is currently a bi-partisan bill to renew funding, the Program stopped accepting new applications and enrollments on February 7, 2024, and is expected to completely run out of funds by April 2024. Based on interviews, survey results, and the prospect of over 300 households losing ACP funding, broadband affordability will likely only grow as an issue for Montague households.

Device Access

Almost 90% of households in Montague have a smartphone. However, only 83% of households have a desktop or laptop. Not having a reliable desktop or laptop computer can negatively impact a household, preventing the ability to work remotely, or access government services, and educational material.



Source: U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates



Source: U.S. Census Bureau, 2022 American Community Survey (ACS) 5-Year Estimates

Digital Literacy

Digital literacy is more difficult to quantify than either broadband connection or access to devices. While there are different needs for both level of internet speed needed and type of device needed, the range of digital literacy is vast—from knowing how to turn on a computer to learning how to code. Digital literacy needs are often age-dependent as well as language dependent.

When asked in the survey to rank the difficulty of using the internet for various tasks (i.e. job search, healthcare or telehealth services, etc.) most respondents indicated *Easy*. However, 35% said it was *Not Easy* to use the internet for Transportation Information, and 45% said it was *Not Easy* or *Hard* to use the internet to Search of Apply for Benefits for You or Your Family.

In response to COVID-19, classroom technology use has become more extensive in the Gill-Montague School District. According to the IT Director, the pandemic was “an eye-opener” when it came to digital needs and access. The district is currently a one-to-one district, with each student having access to a device (i.e. a laptop). Students in 7-12 grades are able to bring their laptops home. Staff noted that they have run into issues of access, particularly with internet connection and device access at home.

¹⁴ ACP Enrollment & Claims Tracker (<https://www.usac.org/about/affordable-connectivity-program/acp-enrollment-and-claims-tracker/>)

Within the current curriculum, the school district works to integrate technology training into the classroom. The school currently has a web portal where all academic information for students is available for parents, allowing them to be fully engaged in their childrens' academic life. One of the biggest issues centered on technology lies with both students' and their families lack of awareness of online issues, suggesting the need for further and continuous training.

Overall, staff noted four main areas of concern and need for further investment:

- Making sure each household with a student in school has an accessible device at home (so a student would not have to bring the device back and forth from school).
- Expand digital literacy for both students and parents.
- While broadband connectivity is much better, there are still problem spots, which became more obvious during the pandemic.
- Digital safety and cyber security is important for students, but equally, if not more, for parents.

Cybersecurity

Cybersecurity is recognized as a continuing and growing issue. Based on the survey, 42% of responders were *Somewhat Concerned* about internet security while 45% were *Very Concerned*. Within the Montague schools, internet security is a very big concern with respect to student users, but also for parents, who need to have the tools and education to practice effective cybersecurity.

Digital Assets¹²

Although there are areas of digital inequity in Montague, the town and surrounding region provide numerous assets that promote and implement digital equity.

Public libraries are an important source for digital equity, providing free onsite device usage,

technical assistance, as well as other benefits like free Wi-Fi. There are three public libraries that make up the Montague Public Library system (Carnegie Public Library in Turners Falls, Millers Falls Library, and Montague Center Library).

All the Montague libraries provide computers and laptops for onsite use. The library provides 30-minute one-on-one computer and internet troubleshooting sessions. Previously, the libraries offered digital literacy classes but found that there were few people who didn't know the basics and those that didn't need one-on-one attention for the help to be effective. There are three mobile hotspots at each location for people to checkout, although they are often in high demand.¹³ All three branches have public Wi-Fi available. The Town also provides access to public Wi-Fi within the immediate vicinity of Town Hall and at Unity Park, both of which are located in Turners Falls.

The Brick House Community Resource Center provides numerous programs for both youth and families in Montague. The Brick House offers public Wi-Fi onsite and has four computers and five Chromebooks for people to use onsite to fill out job applications, anything related to Brick House programming, or school work.

DIGITAL ASSETS: SENIOR CENTER

Funded by a grant from the Massachusetts Office of Elder Affairs and the FRCOG Mass in Motion program, the **Gill-Montague Senior Center** developed two programs in the winter of 2024.

The Tech Drop-in program will be held once weekly for residents to bring in their laptops, phones or tablets with technical questions (issues that cannot be resolved will be referred to Staples for discounted assistance). The second program is a six-week class for senior residents to learn computer basics. Residents have expressed strong interest in both of these programs.

¹² See Appendix for list of local and regional assets

¹³ A hotspot is a physical location where people can access the Internet, typically using Wi-Fi, to connect their mobile devices, such as smartphones and tablets, to the Internet. A mobile hotspot is a hotspot that is not tied to a physical location, and the user can move it to different locations.

Digital Equity Assets and Services in Montague and Franklin County

Assets and Strengths

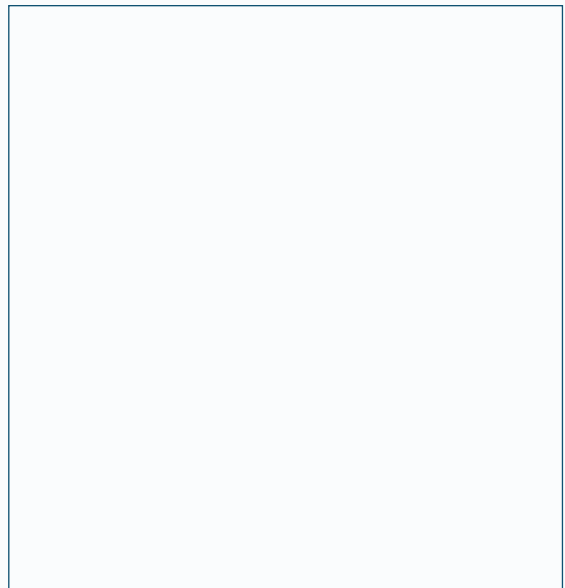
- Local services like hotspots to borrow from the library and free Wi-Fi within all three libraries and a limited number of other public areas
- Local services like the new Tech Drop-In program and computer training class at the Senior Center
- Regional networks and support services like the [Franklin County Resource Network](#), administered by [Community Action Pioneer Valley](#)
- Regional services through the [413Cares.org/Digital Equity](#) (working with the [Alliance for Digital Equity](#))
- Digital literacy programs for seniors, including the [Cyber Senior Program](#) through [Greenfield Community College](#)



- Availability of broadband in most communities in Franklin County through the MBI [Last Mile program](#)
- MBI as the point organization to work with state agencies and departments to maintain funding sources and coordinate from the state level (for example, coordinating digital literacy programs between libraries)
- Coordination through organizations like CWMARS

Need and Challenges

- Staff and programs are heavily grant dependent. Lack staff and resources to provide services or other programs
- One-time funding
- Reliance on volunteers
- Difference in bandwidth quality
- Gaps in cell service due to varied geography
- Reliance on federal and state funding due to the COVID pandemic to purchase devices and provide digital equity services
- Reliance on external funding sources
- Need for staff/capacity
- Need for an asset map so people know where to go for services (ex. [Seattle-King County Digital Equity Asset Map](#))
- Having an individual or organization to coordinate between organizations



RECOMMENDATIONS

Goal 1: Framework for Promoting and Supporting Digital Equity

Develop and maintain a framework to continue promoting and supporting digital equity for all Montague residents.

Strategy	Lead Organization	Supporting Partners	Potential Funding Sources	Implementation Target
Support and enhance current digital equity partnerships.	Town of Montague	<ul style="list-style-type: none"> • FRCOG • Alliance for Digital Equity • Clinical & Support Options (CSO) • Gill-Montague School District • Franklin County Tech School 	Municipal Digital Equity Implementation Grant	Short-Term
Prioritization of Digital Equity Action Items.	Town of Montague	FRCOG	Various	Short-Long Term
Promote and support local and regional organizations providing digital equity.	Town of Montague	<ul style="list-style-type: none"> • Library • Senior Center • LifePath • The Brick House 	Various (MBI grant funds, Executive Office of Elder Affairs grants, library grants, etc.)	Short-Long Term
Work with other Franklin County towns (especially those who have completed Digital Equity Plans) to promote and implement digital equity regionally.	Town of Montague (Town Planner; Town Administrator)	<ul style="list-style-type: none"> • Other Franklin County towns • FRCOG • Alliance for Digital Equity • Other digital equity partners 	Various	Short-Long Term

Goal 2: Affordable Connectivity

Support residents' access to the internet and device connectivity they need and can afford.

Strategy	Lead Organization	Supporting Partners	Potential Funding Sources	Implementation Target
Promote and support BEAD Challenge Program.	Town of Montague	<ul style="list-style-type: none"> • FRCOG • MBI • Alliance for Digital Equity 	<ul style="list-style-type: none"> • Municipal DE Implementation Grant • BEAD Challenge Funding 	Short-Medium Term
Expand Library Mobile Hotspot Program.	Montague Public Library	Town of Montague	<ul style="list-style-type: none"> • Municipal DE Implementation Grant • Other grant funding • Town budget for long-term maintenance 	Short Term
Enhance/implement public Wifi, install hotspots or small cells in high-traffic areas (Avenue A, Peskeompskut Park, Unity Park, etc.). Work with businesses, government entities, and ISPs to determine best approach, considering pricing, internet speeds, and location.	Town of Montague	Alliance for Digital Equity	<ul style="list-style-type: none"> • Community Space Public WiFi Program • Municipal DE Implementation Grant 	Short-Medium Term
Digital device (i.e. laptops or tablets) distribution.	Alliance for Digital Equity	<ul style="list-style-type: none"> • Town of Montague; Senior Center • Public Libraries • Gill-Montague Public Schools 	<ul style="list-style-type: none"> • Municipal DE Implementation Grant • Other MBI grant funds 	Short Term

Strategy	Lead Organization	Supporting Partners	Potential Funding Sources	Implementation Target
<p>Negotiate lower internet subscription rates with local ISPs or investigate the possibility of direct subsidies.</p>	<p>Town of Montague (Cable Advisory Committee)</p>			<p>Long Term</p>
<p>Create and disseminate outreach materials for internet subsidy programs and low-cost internet plans. Materials should be available in English, Spanish, and other languages as necessary.</p>	<p>Town of Montague</p>		<p>MBI grant funding</p>	<p>Short-Long Term</p>
<p>Investigate public housing eligibility for the Apartment Wi-Fi program with guidance from MAPC and/or MBI. Montague Housing Authority is eligible to apply.</p>	<p>Montague Housing Authority</p>	<p>Town of Montague</p>	<p>MBI W-Fi Program</p>	<p>Short-Medium Term</p>
<p>Explore and promote options for affordable, quality data plans for mobile phones and more robust and reliable cell service.</p>	<p>Town of Montague (Cable Advisory Committee)</p>	<p>Alliance for Digital Equity</p>		<p>Medium-Term</p>

Goal 3: Digital Literacy

Ensure every resident in Montague has the opportunity to learn the skills needed to effectively use digital technology, including safety.

Strategy	Lead Organization	Supporting Partners	Potential Funding Sources	Implementation Target
Support and promote current digital literacy programs.	Town of Montague	Library, Senior Center, Brick House, GMRSD, FCTS	MBI Digital Equity Implementation Fund	Short-Term
Develop digital literacy classes/ workshop program.	<ul style="list-style-type: none"> Alliance for Digital Equity CSO GCC The Brick House GMRSD Franklin County Technical School 	Town of Montague	MBI grant funding	Short-term
Develop and Implement Digital Navigator Program.	<ul style="list-style-type: none"> Alliance for Digital Equity CSO 	<ul style="list-style-type: none"> Town of Montague Senior Center Library LifePath Franklin County Technical School 	<ul style="list-style-type: none"> MBI Digital Equity Implementation Fund Other grant funding 	Short-term
Survey the community to understand the top digital literacy needs and interests (basic computer skills, cybersecurity, public benefic applications, telemedicine, etc.).	Town of Montague; FRCOG	Alliance for Digital Equity	MBI Implementation Grant	Short-Term

Strategy	Lead Organization	Supporting Partners	Potential Funding Sources	Implementation Target
Organize workshops and training programs (around topics based on the results of the survey) at Public Library, Senior Center, etc.	Town of Montague (Public Library, Senior Center, etc.)	<ul style="list-style-type: none"> • FRCOG • Alliance for Digital Equity • Franklin County Technical School 	<ul style="list-style-type: none"> • MBI Implementation Grant • Other MBI grant funding 	Short-Medium Term
Cybersecurity/digital safety support.	Town of Montague		Municipal Cyber Security Grant Program	Short-Term
Include cyber security/safety training for all students in families in the Gill-Montague School District	Gill-Montague School District	Northwestern DA 's Office	MBI grant funding; other school grant funding	Short-Medium Term

Goal 4: Digital Navigation

Ensure access for people who need more support to navigate digital systems.

Strategy	Lead Organization	Supporting Partners	Potential Funding Sources	Implementation Target
Secure private spaces for assisted internet access	Senior Center; Library	Town of Montague	Municipal DE Implementation Grant	Short-Medium Term
Evaluate Town website and communications materials to ensure that they are universally accessible and usable on all Internet-enabled devices including cell phones and tablets. Refer to the U.S. Department of Justice Civil Rights Division's guidance on web accessibility and compliance with the Americans with Disabilities Act (ADA)	Town of Montague		Municipal DE Implementation Grant; other grant funding	Short-term
Collaborate with MCTV and other local media channels to spread awareness of community resources, upcoming events, and training opportunities.	Town of Montague	MCTV	Various grant funding	Short-Long Term
Assess businesses' needs in terms of digital access and literacy. Provide support and resources when possible.	Town of Montague	Franklin County Chamber of Commerce and pending downtown Turners Falls Business Coordinator	Various grant funding	Short-Long Term

APPENDIX A: Acknowledgments

The Montague Digital Equity Plan was made possible with support from the Massachusetts Broadband Institute (MBI) and Massachusetts Technology Collaborative (MassTech). This project was funded by MBI at the MassTech Collaborative through the Municipal Digital Equity Planning Program. Funding was provided by Massachusetts American Rescue Plan Act (ARPA) State Fiscal Recovery Funds. The Digital Equity Plan will be incorporated into the Montague Comprehensive Plan.

The contributions of the Comprehensive Plan Steering Advisory Group and project stakeholders join the comments of residents and stakeholders who participated in meetings and surveys throughout the Digital Equity planning process.

Comprehensive Plan Steering Advisory Group

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Digital Equity Stakeholders

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Caitlin Kelley, Library Director, Montague Public Library
Tina Mahaney, Director of IT and Educational Data Services, Gill-Montague School District
Roberta Potter, Director, Gill-Montague Council on Aging/Senior Center

APPENDIX B: Digital Equity Assets

Organization Name	Municipal, Regional, or Statewide	Website
Alliance for Digital Equity	Regional	https://sites.google.com/view/alliancefordigitalequity/home
Big Brothers Big Sisters Franklin county	Regional	https://bbbs-fc.org/
Black Economic Alliance Foundation	National	https://foundation.blackeconomicalliance.org/
Center for New Americans	Regional	https://cnam.org/
GCET	Municipal	https://www.gcet.net/
City of Greenfield	Municipal	https://greenfield-ma.gov/
Clinical Support Options	Regional	https://www.csoinc.org/
Community Action Pioneer Valley	Regional	https://www.communityaction.us/
Community Compact Cabinet	State	https://www.mass.gov/orgs/community-compact-cabinet
Community Foundation of Western Massachusetts	Regional	https://communityfoundation.org/
CSforMA, Inc.	State	https://www.csforma.org/
Executive Office of Elder Affairs (EOEA)	State	https://www.mass.gov/orgs/executive-office-of-elder-affairs
Community Health Center of Franklin county	Regional	https://www.chcfc.org/
Franklin County Sheriff's Office	Regional	https://www.fcso-ma.us/
Franklin Regional Council of Governments	Regional	https://frcog.org/
Greenfield Council on Aging	Municipal	https://greenfield-ma.gov/departments/council_on_aging_senior_center/index.php
Greenfield Community College	Regional	https://www.gcc.mass.edu/
Greenfield Public Library	Municipal	https://greenfieldpubliclibrary.org/
LifePath	Regional	https://lifepathma.org/
MA Healthy Aging Collaborative	State	https://mahealthyagingcollaborative.org/
MA Association for Community Action	State	https://www.masscap.org/
MA Association for the Blind and Visually Impaired	State	https://www.mabvi.org/
MA Board of Library Commissioners	State	https://mblc.state.ma.us/
MA Business Alliance for Education	State	https://www.mbae.org/
MA Department of Elementary & Secondary Education	State	https://www.doe.mass.edu/
MA Education and Career Opportunities, Inc. (MassEdCO)	State	https://www.massedco.org/
MA League of Community Health Centers (CHC)	State	https://www.massleague.org/
Mass Computer Using Educators (MassCUE)	State	https://www.masscue.org/
New England Cable & Telecommunications Association	State	https://connectingne.com/
Salasin Project	Regional	https://salasinproject.org/
The Literacy Project	Regional	https://www.literacyproject.org/
Three County Continuum of Care (a project of Community Action Pioneer Valley via HUD)	Regional	https://www.threecountycoc.communityaction.us/
T-Mobile	State	https://www.t-mobile.com/
United Way of the Franklin and Hampshire Region	Regional	https://uw-fh.org/
Verizon	National	https://www.verizon.com/
Xfinity/Comcast	National	https://www.xfinity.com/overview

APPENDIX C: Funding Resources

Program	Type of Assistance
<p>State Digital Equity Capacity Grant Program</p> <p>https://www.internetforall.gov/program/digital-equity-act-programs#</p>	<p>A \$1.44 billion formula grant program for states, territories, and tribal governments. Funds an annual grant program for five years in support of digital equity projects and the implementation of digital equity plans:</p> <ol style="list-style-type: none"> 1. Develop, implement, and oversee DE plans + make awards to other entities help develop DE plans. 2. Improve online accessibility & inclusivity of public resources. 3. Implement DE plans and digital inclusion activities. 4. Provide digital literacy and skills education to covered populations. 5. Facilitate adoption of high-speed internet by covered populations. 6. Fund annual grant programs for five years to implement digital equity projects.
<p>State Digital Equity Competitive Grant Program</p> <p>https://www.internetforall.gov/program/digital-equity-act-programs#</p>	<p>A \$1.25 billion competitive grant program to fund annual grant programs for five years to implement digital equity projects. Several types of entities can apply for these funds.</p>
<p>Municipal Digital Equity Implementation Program</p> <p>https://broadband.masstech.org/digital-equity-implementation</p>	<p>Funding to mobilize, start-up, and implement digital equity activities locally to access a one-time grant up to \$100,000 per municipality to execute a project (or projects) defined in their local digital equity plan or related document that MBI deems of sufficient standard. Project implementation will increase access and usage of the internet for the populations most impacted by the COVID-19 pandemic.</p>
<p>Broadband Equity, Access, and Deployment (BEAD) Program</p> <p>https://broadbandusa.ntia.doc.gov/funding-programs/broadband-equity-access-and-deployment-bead-program</p>	<p>Expand high-speed internet access by funding planning, infrastructure deployment and adoption programs. This program builds high-speed Internet infrastructure where needed. It also supports efforts to teach the skills and provide the equipment needed so everyone can use the Internet.</p>
<p>Community Compact Municipal Fiber Program</p> <p>https://www.mass.gov/municipal-fiber-grant-program</p>	<ol style="list-style-type: none"> 1. Implementation of fiber optic networks that connect remote municipal assets to improve municipal operations and/or improve disaster recovery and resiliency. 2. One time capital needs- fiber optic cabling, hardware, software and implementation services. 3. (Centralized management of IT infrastructure, enterprise approach to network monitoring, cybersecurity, records management, and backup and recovery.)
<p>GAP Networks Grant Program</p> <p>https://broadband.masstech.org/gap-networks-grant-program</p>	<p>The \$145 million Gap Networks Grant Program will fund the deployment of broadband infrastructure in areas that currently lack broadband service. The Program aims to expand access and connectivity in unserved and underserved locations throughout the Commonwealth to bridge the digital divide.</p>

Program	Type of Assistance
E-rate: Universal Service Program for Schools and Libraries https://www.fcc.gov/general/e-rate-schools-libraries-usf-program	The schools and libraries universal service support program, commonly known as the E-rate program, helps schools and libraries to obtain affordable broadband.
Lifeline program for Low-income consumers https://www.fcc.gov/lifeline-consumers	<ol style="list-style-type: none"> 1. Discount on phone or broadband service for qualifying low-income consumers. 2. Promote access to Wi-Fi enabled devices and hotspot functionality to close the homework gap Note: A family that qualifies for Lifeline also qualifies to receive EBB
Affordable Connectivity Program (ACP) https://www.fcc.gov/acp	The Affordable Connectivity Program is an FCC benefit program that helps ensure that households can afford the broadband they need for work, school, healthcare and more. <ol style="list-style-type: none"> 1. \$30 discount per month for internet service for eligible households; \$75 discount for qualifying Tribal lands 2. One time \$100 discount to purchase a laptop, desktop computer, or tablet if the contribute between \$10 to \$50 toward purchase price.
Affordable Connectivity Program (ACP) Outreach Grant https://www.fcc.gov/acp-grants	The ACP Outreach Grant Program provides eligible governmental and non-governmental entities with the funding and resources needed to increase awareness of and participation in the ACP among those eligible households most in need of affordable connectivity.
Community Compact IT Grant Program https://www.mass.gov/community-compact-it-grant-program	<ol style="list-style-type: none"> 1. This is a competitive grant program focused on driving innovation and transformation at the local level via investments in technology. 2. Grant to support implementation of innovative and transformative IT projects by funding one-time capital needs- tech infrastructure and/or purchases of equipment/ software. 3. One-time planning, design, installation, implementation, and initial training
Efficiency and Regionalization (E&R) Grant Program https://www.mass.gov/efficiency-regionalization-grant-program	Provide financial support for governmental entities (planning and implementation activities are eligible).
Telecommunications Industry Registered Apprenticeship Program (TIRAP) https://www.tirap.org/	A competency-based apprenticeship aimed at growing the productivity of the workforce as directly as possible. <ol style="list-style-type: none"> 1. Career development of telecommunications workforce through cash and in-kind support. 2. Funding to design curricula and deliver training to develop qualified applicants for placement in middle- to high-skilled jobs 3. To target veterans, transitioning service members, military spouses, women, people of color, unemployed, underemployed, incumbent workers, and underrepresented populations.
Economic Adjustment Assistance Grant https://www.eda.gov/economic-adjustment-assistance	EAA provides a wide range of technical, planning, and public works and infrastructure assistance in regions experiencing adverse economic changes that may occur suddenly or over time.

Program	Type of Assistance
Local Planning and Technical Assistance Programs https://www.eda.gov/sites/default/files/filebase/files/programs/eda-programs/FY21-23-Planning-and-LTA-NOFO_FINAL.pdf	Planning and local technical assistance investments to support economic development, foster job creation, and attract private investment in economically distressed areas.
Community Development Block Grants (CDBG) https://www.mass.gov/info-details/community-development-block-grant-cdbg#how-to-apply-	<ol style="list-style-type: none"> 1. Conduct broadband needs assessment. 2. Install wiring, fiber optic cables, and permanently affixed equipment. 3. Provide digital literacy classes.
Workforce Innovation and Opportunity Act (WIOA) https://www.dol.gov/agencies/eta/grants/apply	Digital literacy- use of technology to improve teaching, learning, professional development, skill development and abilities, career guidance, supportive services, job search workshop, referral to jobs or training, workers' rights and complaint system information.
English Language Acquisition State Grants https://www2.ed.gov/about/offices/list/oese/oss/technicalassistance/elstar-user-guide-state-support-network.pdf	Enhance instruction for English learners with digital resources
CommCorps YouthWorks Funding https://commcorp.org/program/youthworks/	YouthWorks is a state-funded youth employment program that helps teens and young adults develop the skills and experience needed to find and keep jobs.
Early Intervention Program for Infants and Toddlers with Disabilities https://www2.ed.gov/fund/data/award/idea/index.html	Assist with implementation of statewide systems of coordinated, comprehensive, multidisciplinary, interagency programs and extending early intervention programs.
Determination of Need (DoN) https://www.mass.gov/determination-of-need-don	The goal of DoN and the framework for analysis by the Department of Public Health is to promote population health and increased public health value.
USDA Community Connect Program https://www.rd.usda.gov/community-connect	<p>The purpose of the Community Connect Program is to provide financial assistance in the form of grants to eligible applicants that will provide, on a “community-oriented connectivity” basis, broadband service that fosters economic growth and delivers enhanced educational, health care, and public safety benefits.</p> <p>Rural communities- extend access where broadband service is least likely commercially available</p>
USDA Telecommunications Infrastructure Loans & Loan Guarantees) https://www.rd.usda.gov/programs-services/telecommunications-programs/telecommunications-infrastructure-loans-loan-guarantees	This program provides financing for the construction, maintenance, improvement and expansion of telephone service and broadband in rural areas.
High Cost Program (including Connect America Fund, Rural Digital Opportunity Fund and 5G Fund) https://www.usac.org/high-cost/	The federal universal service high-cost program is designed to ensure that consumers in rural, insular, and high-cost areas have access to modern communications networks capable of providing voice and broadband service, both fixed and mobile, at rates that are reasonably comparable to those in urban areas.

Program	Type of Assistance
<p>USDA Distance Learning & Telemedicine Grants</p> <p>https://www.rd.usda.gov/programs-services/telecommunications-programs/distance-learning-telemedicine-grants</p>	<p>DLT program helps fund distance learning and telemedicine services in rural areas to increase access to education, training, and health care resources that are otherwise limited or unavailable.</p>
<p>YouthWorks Funding</p> <p>https://commcorp.org/program/youthworks/</p>	<p>Youth employment program that supports skills training for youth up to age 25 from households earning less than 200% of the federal poverty rate.</p>
<p>Massachusetts Community Health and Healthy Aging Funds - Determination of Need (DoN)</p> <p>https://mahealthfunds.org/</p>	<p>This program aims to enhance the capacity of multi-sector collaboratives to authentically engage residents and work together to remove barriers to health. Funding can establish training opportunities for local consumers regarding tracking medical records</p>
<p>Residential Internet Retrofit Program</p> <p>https://broadband.masstech.org/retrofit</p>	<p>Initiative to equip public and affordable-housing units across the state with high-speed internet for current and future residents by upgrading in-building telecommunications wiring, equipment, and infrastructure within older housing developments.</p>
<p>Lead for America - America Connection Corps</p> <p>https://www.americanconnectioncorps.org/</p>	<p>The nation's premier AmeriCorps service experience, advancing economic prosperity in rural and emerging communities. 15 American Connection Core Members are being recruited and placed in full-time, year-long fellowships to serve as Massachusetts-based, "boots on the ground" support at local host site organizations to help with expanding broadband awareness and digital adoption.</p>
<p>Connect Humanity</p> <p>https://connecthumanity.fund/</p>	<p>Digital equity connectivity plan</p> <ol style="list-style-type: none"> 1. Community engagement, survey work and mapping, technical design, and financial modeling. 2. Support community connectivity providers to get "investment ready". 3. Grants for enabling solutions- digital skills, relevant content, workforce development. <p>Promote a diverse broadband sector</p> <ol style="list-style-type: none"> 1. Research on financing and operating models for community connectivity providers 2. Fund training to promote skills to build and maintain community broadband
<p>Centri-Tech Foundation Digital Integrators Pilot Program</p> <p>https://www.digitalintegrators.org/</p>	<p>CBOs can use the funding to apply the Community Development Framework for Digital Advancement to local digital equity and inclusion efforts. Organizations can use the tool for program design, implementation, and evaluation.</p>

Program	Type of Assistance
<p>Bank foundations</p> <p>https://www.digitalequity.us/resources/cra-funding-guide-for-digital-equity/</p>	<p>Bank foundations can provide funding for the following digital equity-related programs and services: broadband, hardware/devices, tech support, librarian assistance, digital skills.</p>
<p>Patrick J. McGovern Foundation</p> <p>https://www.mcgovern.org/grants/?exposed_mf_search&exposed_taxonomy_focusarea%5B0%5D=22&exposed_grant_approval_date_sort=date_desc&FZEWGNafiqRBUoy=0dfbn.rMQwW&iwNIhrR=VSjdZGI9sn5FUH&mb_nJCugrtsAIHc=%5BG3illaOL0vuBdj</p>	<p>This foundation has awarded new grants for innovative data- and AI-driven approaches that support digital transformation of health systems and healthcare across the globe.</p>
<p>Project UP by Comcast</p> <p>https://corporate.comcast.com/impact/project-up</p>	<p>Connectivity & adoption: Connecting people to the internet, technology, and resources needed to succeed in a digital world.</p> <p>Skills & creativity: Creating opportunities and new career pathways in media and technology and opening doors for new voices to be heard and stories to be shared.</p> <p>Entrepreneurism: Equipping entrepreneurs and small business owners with the skills, digital resources, and opportunities they need to thrive.</p>
<p>Tech Goes Home</p> <p>https://www.techgoeshome.org/</p>	<p>Programs for adults, families- Partner with social service org to deliver courses focused on fundamental digital skills. Offered in libraries, community centers, public housing, and other nonprofit org.</p> <p>TGH Connect- partner with cities, libraries, CBOs, schools, health care centers, and faith-based org to disseminate critical info and help community access online resources.</p>

APPENDIX D: MBI Digital Survey Responses

Q5: Do you have internet service in your home?	
Yes	95%
No	5%

Q9: How well does your home internet service work?	
Not good enough	95%
Good enough	5%
I dont know	2%

Q10: Is your home internet service bundled with other services such as telephone?	
Yes	54%
No	46%

Q12: How hard is it for you to pay your internet bill?	
Not at all hard	34%
Not too hard	22%
Somewhat hard	38%
Very Hard	6%

Q13: Have you heard about the Affordable Connectivity Program (ACP)?	
Yes	53%
No	43%
I dont know	4%

Q14: If you do not have internet service in your home, what is the reason?	
Can't afford it	2
Safety	1
Don't understand it	1

Q15: If you do not have internet at home, where do you go to use the internet? ?	
Friend or family	2
Don't access it	1

Q16: Does everyone in your household have access to the computer devices they need?	
Yes	42
No	0
<i>Only 42 responses out of 55</i>	

Q17: Which of the following devices do you use most of the time to connect to the internet?	
Cellphone	76%
Laptop	79%
Desktop	40%
Tablet	38%
Other	2%

Q18: How much would you be able to pay for a laptop or desktop computer?	
More than \$1000	18%
\$500-\$1000	28%
\$250-\$500	18%
\$150-\$250	15%
\$100-\$150	10%
\$50-\$100	10%
\$0-\$50	3%

Q19: Are you able to regularly use the internet for online activities?	
Yes	96%
No	4%

How Hard or Easy is it to Use the Internet for:	Easy	Not Easy	Hard
Searching and applying for a job	76%	21%	3%
Health care or telehealth services	74%	24%	2%
Participating in your local community	71%	21%	7%
General internet searching	92%	6%	2%
Transportation information	68%	27%	5%
Searching and/or applying for benefits or resources for you or your family	62%	31%	8%

Q23: What kind of digital skills support would you be most interested in?	
Do it yourself training module	41%
In person support from friend or instructor	31%
In person classes	15%
Online classes	13%

Q24: How concerned are you about internet safety?	
Not at all concerned	4%
Not very concerned	10%
Somewhat concerned	42%
Very concerned	44%

Q27: How accessible are online government services like benefits portals, RMV services etc.?	
Very Accessible	44%
Somewhat Accessible	42%
Not Very Accessible	6%
Not at All Accessible	8%

Q28: How accessible are online government services like benefits portals, RMV services etc.?	
Very Well	44%
Somewhat Well	42%
Not too Well	6%
Not at All Well	8%

**ELECTION WARRANT
TOWN OF MONTAGUE
COMMONWEALTH OF MASSACHUSETTS
May 21, 2024**

Franklin, ss.

To either of the constables of the Town of Montague in the County of Franklin,
GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Montague qualified to vote in elections and Town affairs to meet in their respective polling places appointed and designated as follows:

Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 3, the upper hill section of Turners Falls, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 4, the second level of Turners Falls, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls; Precinct No. 5, downtown section of Turners Falls, the Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Franklin County Technical School Gym, 82 Industrial Boulevard, Turners Falls on **TUESDAY, THE TWENTY-FIRST DAY OF MAY, 2024**, from 7:00 A.M. TO 7:00 P.M. to bring their votes on one ballot to the Election Officers for:

One Selectboard Member, for three years
One Moderator, for three years
One Assessor, for three years
One Board of Health Member, for three years
Three Public Library Trustees, for three years
One Public Library Trustee, for two years
One Housing Authority Member, for five years
One Parks & Recreation Commissioner, for three years
One Soldiers' Memorial Trustee (Non-Veteran), for three years
One Soldiers' Memorial Trustee (Veteran), for three years
Seven Town Meeting Members, Precinct 1, for three years
One Town Meeting Member, Precinct 1, for two years
Seven Town Meeting Members, Precinct 2, for three years
Seven Town Meeting Members, Precinct 3, for three years
Three Town Meeting Members, Precinct 3, for two years
Four Town Meeting Members, Precinct 3, for one year
Seven Town Meeting Members, Precinct 4, for three years
Two Town Meeting Members, Precinct 4, for two years
One Town Meeting Member, Precinct 4, for one year
Seven Town Meeting Members, Precinct 5, for three years
One Town Meeting Member, Precinct 5, for two years
One Town Meeting Member, Precinct 5, for one year
Seven Town Meeting Members, Precinct 6, for three years
One Town Meeting Member, Precinct 6, for two years
One Town Meeting Member, Precinct 6, for one year

Hereof, fail not and make due return of this warrant with your doings thereon to the Town Clerk seven days before said election. Given under our hands this _____ Day of _____ in the Year of Our Lord Two Thousand Twenty-One.

Richard J. Kuklewicz

Matthew R. Lord

Christopher M. Boutwell

Franklin, ss Montague, MA, _____, 2024

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

Constable of Montague

April, 5 2024

Attention: **Walter Ramsey**

The Town of Montague
One Avenue A
Turner Falls MA 01376

RE: Town of Montague – ACE Solar Engineering Study Proposal

Good afternoon Mr.Ramsey,

In reference to Master Agreement by and between The Town of Montague and Alliance Clean Energy, Inc. dba ACE Solar was fully executed on 12/04/23, for the design and installation of a 71.54 KW DC PV Solar System.

As part of Alliance Clean Energy, Inc. contractual agreement to receive Full Notice to Proceed with the final design and installation, Alliance Clean Energy is pleased to share with the Town of Montague our Engineering Study Results for your review, discussion and approval as summarized below:

a. Guaranteed annual electricity output(kwh/year):

-Based on PVSYST system and site specific modeling, ACE expects the annual energy output as **74,964 kwh/year**. A weather adjusted guaranteed annual energy of 80% of the expected annual energy would be 599,712 kwh/year in year one.

b. Energy Production modeling:

The energy production estimate was developed using photovoltaic the most recent version of the PVSYST Solar energy production modeling software package (version 7.4.5). The model was based on the use of Qty (146) Silfab-490-HN 490-watt modules yielding a 71.54-watt DC nameplate rated system. These modules are mounted on a 5-degree racking system oriented at an azimuth of 35 degrees west of south.

c. Annual system degradation factors:

-ACE estimates system degradation using the Silfab module spec sheet which identifies losses in the first year as 2.9%, with subsequent degradation losses of 0.5% thereafter.

d. the model or method used to calculate the annual energy values in (a) and (c) including weather files used:

As mentioned above, the energy production modeling was prepared using the latest version of PVSYST. This is an industry standard performance modeling software package developed specifically to evaluate photovoltaic power systems. The program uses site specific design conditions and system specific components (modules and inverters) to generate the expected system energy production. This particular model uses the PVGIS solar radiation database for the geographic area of the site as the basis for solar irradiance and weather conditions. The solar radiation data used in PVGIS have mostly been calculated from satellite data. In this way they have data for any location over large geographical areas with hourly time resolution. This PVSYST model also factors in a variety of system losses and performance variables including the impact of the shadows cast by the multistory building that lies just the west of the solar array

e. the purchase price of the system;

- ACE purchase price is: **\$192,930.52**

(f) the expected simple value and 20-year net present value of the system;

- ACE has prepared and attached:

- **Town of Montague Engineering Study Proposal**
- **Town of Montague Cash Benefits**
- **Town of Montague - ARC Design Structural Roof Certification 1 Ave. A Montague**
- **Panel Claw Mechanical Attachment Detail Drawing (PC-12)**
- **2400-EPDM-DATA-SHEET**
- **Town of Montague PV-1 & E-1**

(g) A structural evaluation of each roof by a professional engineer:

- ACE has prepared and attached the Professional Engineer Structural Evaluation known as: **(Town of Montague - ARC Design Structural Roof Certification 1 Ave. A Montague_12.21.23.pdf)**. The structural engineer concluded that the existing structure offers 6 psf of residual capacity to dedicate to a roof mounted PV power system.

(h) evaluate existing electrical system and identify any potential issues:

-Our engineering review produced a single implementation challenge that will result in additional costs. In addition, there are a few elements of the system design that we would like to bring to your attention.

(1) Mechanical Attachments To The Underlying Structure

Our intention was to deploy this roof mounted PV system with a ballasted racking system. Do to the need to reconfigure our layout and change racking to Unirac Gridflex and drop some modules for pathway access. We submitted the system to Unirac, manufacturers of a popular racking system. We provided them with the 6 PSF residual capacity limit determined by the structural review. The design provided by Unirac indicates that the system cannot be deployed as a strictly ballasted system. This is not an unusual situation. The combination of site-specific design conditions including wind speed, solar module tilt angle, roof height, roof slope and topography sometimes result in loads being applied to the solar array which cannot be addressed with ballast alone. In this case, the Unirac design identified Qty (23) locations where the ballast blocks would need to be supplemented with a mechanical attachment.

In the case of a single-ply membrane roof the means of mechanical attachments is an anchor plate that is fastened to the underlying structure using multiple screws. The plate is covered by a single ply membrane material that matches the existing roof material. There are a number of anchoring systems the one that we would propose installing is the U-Anchor 2400. See attached U-Anchor specification sheet and Unirac Mechanical Attachment Detail drawing (GF.300) for additional details.

(2) Added Overcurrent Device:

As mentioned in our original proposal response, we anticipated that we would need to install an additional overcurrent device in your existing power distribution system in order to interconnect the PV system output. During our visit to the site, we were able to open the existing equipment and confirm that a fused disconnect switch will need to be installed. In order to comply with National Electric Code requirements, this switch will need to be installed in close proximity to the existing main service disconnect which is located in the hallway just outside of the electrical equipment room. We have confirmed that there is enough space immediately to the left of the main service disconnect enclosure. We have prepared a crude rendering to give you an idea of what this switch installation will look like. See image below



(3) Utility accessible disconnect switch and meter

The utility will require a disconnect switch and meter for the PV system that is located at grade and accessible to the utility 24/7. Ideally this chosen location would also be in reasonably close-proximity to the solar array and the point of connection to the site power distribution system. We evaluated exterior wall space around the array and only a few areas that had adequate wall space that was not dedicated to doors, windows, or existing equipment. The largest area is on the north side of the building; however, this wall space is compromised to some extent by the proximity

of a downspout, a guy-wire and propane tank. Further, use of this wall space would also restrict or potentially eliminate the parking space adjacent to the area. A smaller area was identified on the south side of the building which provides sufficient space. This area does not look to be regularly used for parking or building access. See Attached Plans for Detail.

(4) Roof mounted Equipment and Roof Access

The limited wall space at grade has compelled us to locate the inverter and associated AC disconnect switch on the roof. We propose mounting this equipment to the wall of the adjacent building in the general vicinity of where the stair tower was recently removed. In terms of roof access to the PV system, PV equipment and any existing roof mounted equipment, the solar array will be within 4' of the roof edge making walking around the perimeter of the array difficult. Therefore, we have left a void in the southwest corner of the building where the inverter will be located and where the existing roof vent is currently located. This void not only provides the code required working space for the solar equipment but also a landing area for ladder access to this corner of the building. It is our recommendation is that this location where personnel should access the roof when necessary. See Attached Plans for Detail.

In summary, Alliance Clean Energy would like to move forward, and receive Full Notice Proceed as soon as possible. So, at the next opportunity, convenient to all parties involved, we would like to review, discuss, answer any questions and/or finalize the design which makes the most sense financially and logically for the Town of Montague. That way we can expedite any final design changes required with clear understanding before a final system size and requirements are confirmed in writing.

Thank you for your time and cooperation in this matter, and we anticipate hearing back from The Town of Montague soon for a follow-up discussion

Ryan Meggison
ACE Solar – Project Manager
16 High Street, Suite 300,

North Andover, MA 01845
Office: [800-ACE-1462](tel:800-ACE-1462)
Mobile: 508-439-0480

Cc: Eric Mclean - Director of Operations
Dale Myers – Director of Engineering
Sean Fontaine – Marketing and Business Development
Charlie Barbanti – Sr. PM

GENERAL NOTES:

- ALL CONSTRUCTION FOR UNIRAC'S 'ROOF MOUNT' (RM) RACKING SYSTEM SHALL CONFORM TO THE CODES SHOWN IN THE RM DESIGN CRITERIA TABLE BELOW. LOCAL JURISDICTION AMENDMENTS TO THE CODE MUST BE TAKEN INTO CONSIDERATION.
- WHENEVER THE TERM "CONTRACTOR" IS USED IN THE CONSTRUCTION DOCUMENT, IT SHALL BE DEFINED TO MEAN THE GENERAL CONTRACTOR AND ANY SUB-CONTRACTOR COLLECTIVELY AS APPLICABLE AND AS REQUIRED.
- THE CONTRACT "STRUCTURAL RACKING" DRAWINGS REPRESENT THE FINISHED STRUCTURE. UNIRAC AND THE ENGINEER OF RECORD WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION.
- UNIRAC AND THE ENGINEER OF RECORD WILL NOT BE RESPONSIBLE FOR CONSTRUCTION SITE SAFETY OR SAFETY PRECAUTIONS AND PROGRAMS INCIDENT HERETO.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT AND ENSURE THAT ALL WORK IS IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY STRUCTURAL INSPECTION/OBSERVATION PROVIDED BY OTHERS (INCLUDING UNIRAC AND THE ENGINEER OF RECORD) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY. ANY DEVIATION FROM THE CONTRACT DOCUMENTS THAT IS ENCOUNTERED AT A LATER DATE AND IS DECLARED TO BE SIGNIFICANT BY UNIRAC AND THE ENGINEER OF RECORD SHALL BE CORRECTED BY THE CONTRACTOR (AT THE CONTRACTOR'S EXPENSE). ANY INDIVIDUALS FROM UNIRAC OR THE ENGINEER OF RECORD'S OFFICE PERFORMING SITE VISITS OR STRUCTURAL OBSERVATIONS ARE NOT AUTHORIZED TO DIRECT OR APPROVE ANY CHANGES FROM THE CONTRACT DOCUMENTS OR STOP AND/OR DELAY THE WORK.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATE SITE CONDITIONS WITH THE DRAWING PRIOR TO BIDDING AND THE START OF CONSTRUCTION. ANY CONFLICTS, DISCREPANCIES, OR OMISSIONS SHALL BE RESOLVED WITH UNIRAC AND THE ENGINEER OF RECORD PRIOR TO PROCEEDING. DO NOT SCALE DIMENSIONS FROM DRAWINGS. WRITTEN DIMENSIONS SHALL BE USED OR WHERE NO DIMENSION IS PROVIDED. CONSULT WITH UNIRAC FOR CLARIFICATION BEFORE PROCEEDING.
- WHERE ANY DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, STRUCTURAL NOTES AND SPECIFICATIONS, THE GREATER (MOST CONSERVATIVE) REQUIREMENTS SHALL GOVERN. WHERE NO SPECIFIC DETAIL IS SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT. IF THERE IS NO SIMILAR WORK CONSTRUCTION SHALL CONFORM TO INDUSTRY STANDARDS. CONTRACTOR MUST INFORM UNIRAC OF ANY DISCREPANCIES.
- ANY EQUIPMENT OR CONDUIT BEING SUPPORTED BY OR SUSPENDED FROM THE RACKING STRUCTURE SHALL BE COORDINATED WITH UNIRAC AND THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO PURCHASE AND INSTALLATION OF EQUIPMENT OR CONDUIT.
- ASTM SPECIFICATIONS ON THE DRAWINGS SHALL BE OF THE LATEST ASTM STANDARD SPECIFICATION OR ASTM STANDARD ADOPTED BY THE SITE JURISDICTION.

- ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF A PROFESSIONAL CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF THE LOCAL JURISDICTION.
- THE FOLLOWING DESIGN CRITERIA IS EXCLUDED FROM DESIGN: FLOOD LOADING, DEBRIS LOADING, DYNAMIC ANALYSIS, ACTS OF GOD (TORNADO, HURRICANE, WATER INUNDATION LOADING, ETC.), AND DYNAMIC LOADING FROM SEISMIC EVENTS AND CONDITIONS.
- THE MINIMUM DISTANCE BETWEEN ROOF EDGE AND MODULES OR RM RACKING SYSTEM MUST BE 4 FT UNLESS NOTED OTHERWISE IN THE UNIRAC ENGINEERING REPORT.
- UNIRAC IS NOT RESPONSIBLE FOR THE ORIGINAL BUILDING STRUCTURE. CONSULT WITH A LICENSED PROFESSIONAL ENGINEER IN THE JURISDICTION OF THE PROJECT TO ENSURE THE EXISTING BUILDING IS CAPABLE OF HANDLING ADDITIONAL LOAD FROM THE RM STRUCTURE.
- IN THE EVENT THAT THE ARRAY IS DISPLACED FOR ANY REASON, THE ARRAY SHALL BE REPOSITIONED INTO ITS ORIGINAL DESIGN LOCATION SO AS TO ENSURE THAT PROPER SEISMIC AND FIREFIGHTING ACCESS CLEARANCES AND SEPARATIONS ARE MAINTAINED, IN ADDITION TO ELECTRICAL WIRING SEISMIC SLACK REQUIREMENTS.
- THESE GENERAL NOTES APPLY TO ALL SHEETS IN THIS PACKAGE.

SOLAR DESIGN:

UNIRAC IS NOT THE SOLAR DESIGN ENGINEER OF RECORD AND IS NOT RESPONSIBLE FOR ANY SOLAR DESIGN, OUTPUT EFFICIENCIES, SHADING, ETC. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO CONFIRM THAT THE LOCATION OF THE RACKING/MODULES DOES NOT INTERFERE WITH OR BECOME SHADED BY OBSTRUCTIONS.

ELECTRICAL DESIGN:

UNIRAC IS NOT THE ELECTRICAL ENGINEER OF RECORD AND IS NOT RESPONSIBLE FOR THE ELECTRICAL DESIGN FOR THIS PROJECT. THE UNIRAC SYSTEM IS CERTIFIED TO UL-2703 WHEN PROPERLY INSTALLED. SEE THE RM INSTALLATION GUIDE FOR MORE DETAIL.

MATERIAL MANAGEMENT:

- PRIOR TO INSTALLATION, ALL MATERIALS MUST BE STORED PROPERLY. THIS MEANS MATERIALS REMAINING IN ONE PLACE FOR MORE THAN ONE WEEK MUST BE IN OPEN AIR CONDITIONS (I.E. UP AND ABOVE THE GROUND AND WATER TABLE). IF TARPS OR OTHER PROTECTIVE COVERS ARE USED, THEN ENDS SHALL BE LEFT OPEN FOR VENTILATION. TIGHT FITTING COVERINGS ARE NOT RECOMMENDED SINCE THEY CAN TRAP MOISTURE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROVIDE ALL MEASURES NECESSARY TO PROTECT THE RACKING SYSTEM FROM THE POINT OF UNIRAC DELIVERY THROUGHOUT THE

COMPLETION OF CONSTRUCTION.

RM STEEL COMPONENTS:

- ALL STEEL RM5 BAYS ARE MANUFACTURED USING 16 GAUGE ASTM A653 GRADE 50 STEEL GALVANIZED TO G235.
- ALL STEEL RM5 WIND DEFLECTORS ARE MANUFACTURED USING 18 GAUGE ASTM A653 MIN GRADE 30 GALVANIZED TO A MINIMUM OF G180.
- ALL MID CLAMPS AND END CLAMPS ARE MANUFACTURED USING 12 GAUGE 300 SERIES $\frac{1}{2}$ HARD STAINLESS STEEL WITH A MINIMUM TENSILE STRENGTH OF 125 KSI PER ASTM 666 WITH A MILL (2B) FINISH.
- ALL WIRE MANAGEMENT CLIPS PROVIDED BY UNIRAC ARE MANUFACTURED USING 302 0.0900 STAINLESS STEEL.

HARDWARE:

- ALL STEEL U-NUTS ARE MANUFACTURED USING 304 STAINLESS STEEL.
- ALL $\frac{1}{4}$ - 20 BOLTS ARE MANUFACTURED USING 18-8 STAINLESS STEEL.
- ALL $\frac{1}{4}$ INCH FENDER WASHERS ARE MANUFACTURED USING 18-8 STAINLESS STEEL.

TORQUE REQUIREMENTS
1/4"Ø STAINLESS STEEL HARDWARE FOR CLAMPS = 7-9 FT-LBS
1/4"Ø STAINLESS STEEL HARDWARE FOR DEFLECTORS = 10-15 FT-LBS
3/8"Ø STAINLESS STEEL HARDWARE FOR ATTACHMENTS = 25-30 FT-LBS

BALLAST BLOCK (CONCRETE MASONRY UNIT (CMU)):

- INSTALLER IS RESPONSIBLE FOR PROCURING THE BALLAST BLOCKS (CMU) AND VERIFYING THE REQUIRED MINIMUM WEIGHT NEEDED FOR THIS DESIGN. CMU TO COMPLY WITH ASTM STANDARD SPECIFICATION FOR CONCRETE ROOF PAVERS DESIGNATION C1491 OR C90 WITH AN INTEGRAL WATER REPELLANT SUITABLE FOR THE CLIMATE IT IS PLACED. IT IS RECOMMENDED THAT THE BLOCKS ARE INSPECTED PERIODICALLY FOR ANY SIGNS OF DEGRADATION. IF DEGRADATION OF THE BLOCK IS OBSERVED, THE BLOCK SHOULD IMMEDIATELY BE REPLACED.
- ACTUAL BLOCK DIMENSIONS ARE 3/8" LESS THAN NOMINAL DIMENSIONS.
- THE CMU BALLAST BLOCK SHOULD HAVE NOMINAL DIMENSIONS OF 4"x8"x16".

DESIGN CRITERIA	
BUILDING CODE	ASCE 7-10
OCCUPANCY/RISK CATEGORY	II
WIND SPEED (MPH)	116
WIND EXPOSURE	D
GROUND SNOW LOAD (PSF)	56
SEISMIC S_s	0.173
SEISMIC S_1	0.068
ROOF HEIGHT (FT)	15
PARAPET HEIGHT (FT)	0
ROOF MEMBRANE TYPE	EPDM
SITE ELEVATION ABOVE MSL (FT)	188

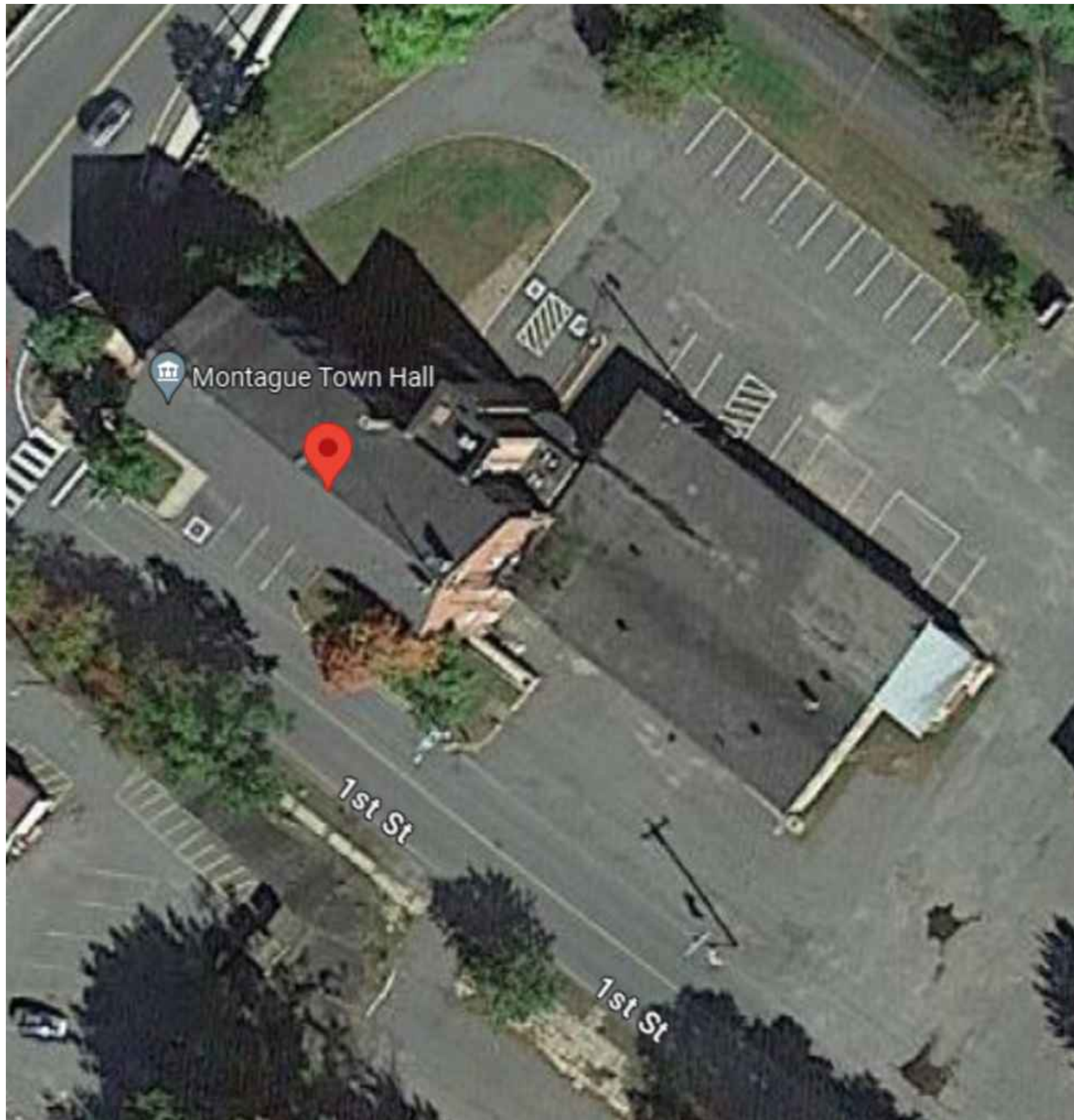
PROJECT OVERVIEW	
PROJECT SIZE (KW DC)	71.54
MODULE QUANTITY	146

MODULE SPECIFICATIONS	
MANUFACTURER	SILFAB
MODEL	SIL-490 HN
LENGTH (IN)	89.00
WIDTH (IN)	40.80
FRAME THICKNESS (IN)	1.37
WEIGHT (LBS)	56.90
OUTPUT (W)	490

ENGINEERING OUTPUT - RM5 - 7.5"	
PRODUCT LINE	RM5
AVERAGE WEIGHT TO ROOF (PSF)	7.08
TOTAL ARRAY AREA (FT ²)	4507
TOTAL WEIGHT ON ROOF (LBS)	31924
TOTAL WEIGHT OF RACKING (LBS)	3526
TOTAL WEIGHT OF MODULES (LBS)	8307
TOTAL WEIGHT OF BALLAST (LBS)	20090

ARRAY PARTS LIST - RM5		
PART NUMBER	DESCRIPTION	QUANTITY
310800	RM5 BAY	390
310811	RM5 98" WIND DEFLECTOR	35
310861	KIT, WIND DEFLECTOR ATTACHMENT	381
310820	RM END CLAMP 30-40MM	1269
310860	KIT 1/4 20 CLIP ON NUT SS 18-8	1650
310850	RM WIRE MGMT CLIP	146
310851	RM WD WIRE MGMT CLIP	15
008009P	ILSCO LAY IN LUG (GBL4DBT)	3
008115M	MLPE TIGER CLIP	146
USER SUPPLIED	35 LB BALLAST BLOCK	574

SHEET INDEX	
RM5.100	COVER SHEET
RM5.200	KEY PLAN
RM5.301-RM5.303	ARRAY LAYOUTS
RM5.401-RM5.402	RM5 DETAILS
RM5.403	RM5 DUAL BAYS SAMPLE



1 AVENUE A
TURNERS FALLS, MA 01376, USA



ENGINEER'S STAMP

REV	DATE	DESCRIPTION	REVISIONS	
			DRW	CHK
0	02/07/2024	INITIAL RELEASE	KS	RS
A	02/09/2024	REVISION-LAYOUT CHANGE	SK	SS
B	02/23/2024	REVISION-LAYOUT CHANGE	KR	UV

FOR
ACE SOLAR

PROJECT
TOWN OF MONTAGUE

1 AVENUE A
TURNERS FALLS, MA 01376, USA

TITLE
COVER SHEET

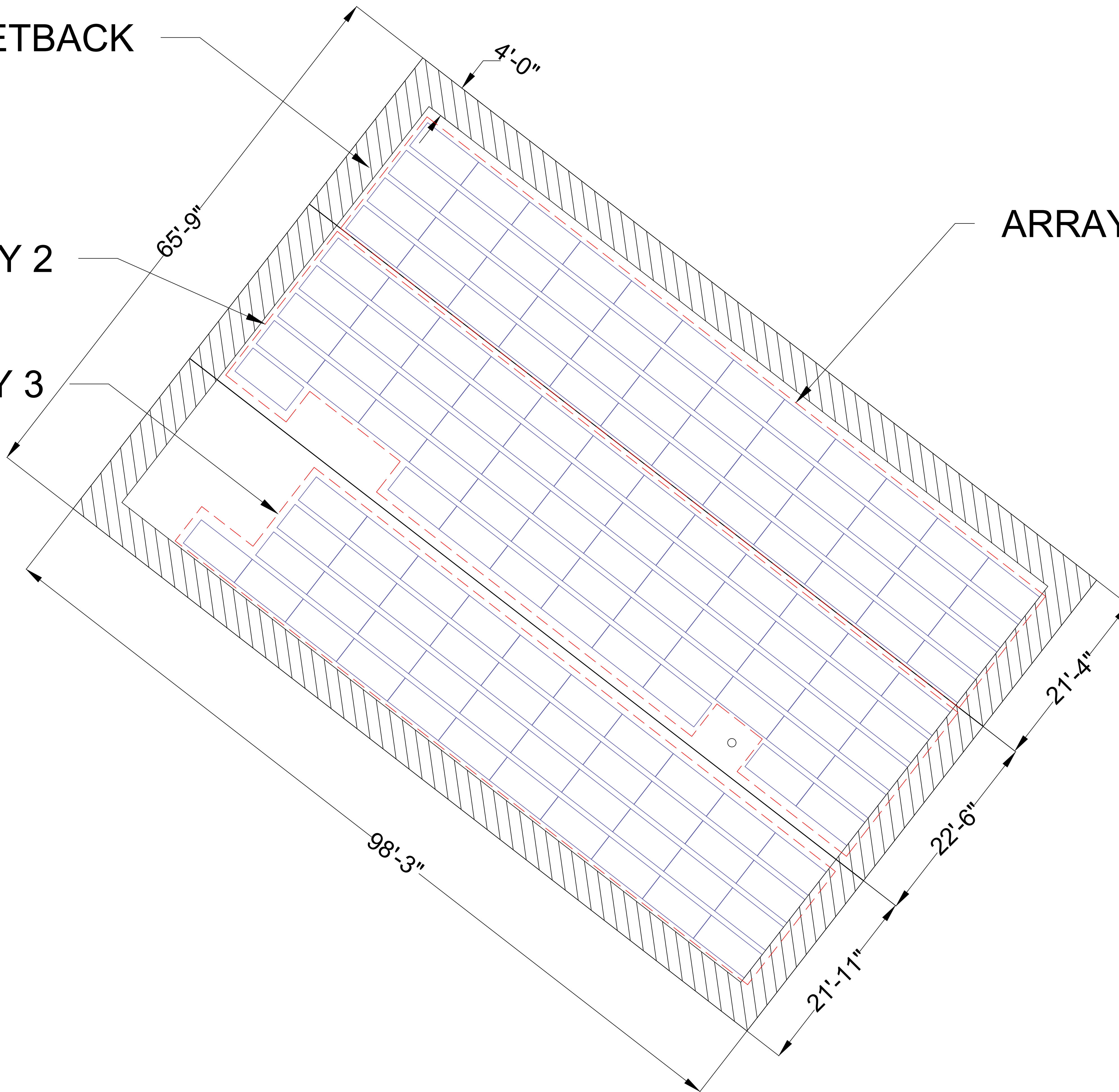
SHEET
RM5.100

4' FIRE SETBACK

ARRAY 2

ARRAY 3

ARRAY 1



ENGINEER'S STAMP

REV	DATE	DESCRIPTION	REVISIONS		
			DRW	CHK	
0	02/07/2024	INITIAL RELEASE	KS	RS	
A	02/09/2024	REVISION-LAYOUT CHANGE	SK	SS	
B	02/23/2024	REVISION-LAYOUT CHANGE	KR	UV	

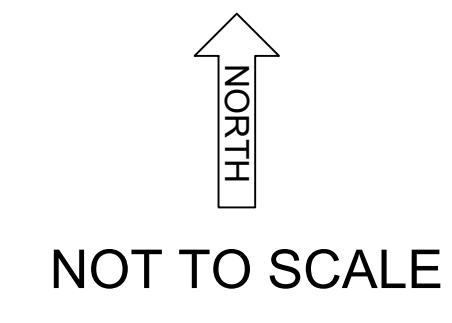
FOR
 ACE SOLAR

PROJECT
 TOWN OF MONTAGUE

1 AVENUE A
 TURNERS FALLS, MA 01376, USA

TITLE
 KEY PLAN

SHEET
 RM5.200



Full Notice to Proceed

Contractor Name: ACE Solar

Date: 04/11/24

*WHEREAS **The Town of Montague** ("Owner") desires to procure and have installed and started up a photovoltaic solar power electric generation on a "turnkey" basis, known as: **71.54 KW DC PV System**, as more fully described in the Master Purchase (Executed on 12/4/23) Agreement (the "System"); and*

WHEREAS Owner and Contractor want Contractor to supply, design, engineer, procure, install, construct, commission, test and start-up the System and are prepared to do so upon execution of this Full Notice to Proceed.

NOW, THEREFORE, for and in consideration of the promises, covenants and conditions set forth in the Master Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

*Pursuant to this Master Purchase Agreement ("Agreement"), between The Town of Whately ("Owner") and the above-referenced Contractor, Owner hereby provides to Contractor **the Full Notice to Proceed** for fulfilling, completing, and issuing The Town of Whately Solar Engineering Study (10/24/23) Proposal with respect to the following portion of the Work:*

Work - Contractor shall perform engineering and design services, using qualified and duly licensed architects, engineers and other professionals selected and paid for by Contractor, as necessary to prepare the Design for Permit Drawing Submittal. The Town of Montague Permit Drawing set shall be designed and based upon The Town of Montague Solar Engineering Study (03/29/24) Proposal which was reviewed in detail with the ("Owner") in a 4/9/24 follow-up meeting. After further review and consideration, the ("Owner") has provided written notice for ACE to proceed with a Full Notice to Proceed

Once ACE Solar develops a Permit Drawing set, it shall be submitted to the Owner's Representative or Owner in conformity with the Project requirements for approval or comment, but in no event shall Owner have less than five (5) Days after Contractor's submission to review and comment or take more than fifteen (15) days in order to respect the process and time frame.

Contractor shall incorporate or respond to Owner's comments in conformity with the Project Requirements or otherwise notify the owner in writing. If Owner's approval or comment is required for any action or resubmittal by Contractor, then ACE Solar shall resubmit to owner for approval in writing to Contractor within ten (10) Days.

In consideration for the Work associated with the FNTTP, Owner shall pay Contractor a lump sum of One Hundred Ninety-Two Thousand Thirty Dollars and Fifty Two Cents (\$192,930.52).

This Full Notice to Proceed shall be effective simultaneously with Contractor's acceptance hereof and hereby directs Contractor to start performance of the foregoing Work upon such acceptance.

By such acceptance, Contractor acknowledges that this Full Notice to Proceed is complete, accurate and sufficiently clear to permit the commencement and completion of such Work. The contractor shall not accept this Full Notice to Proceed if perceived errors, omissions, ambiguities, inconsistencies, or defects may exist. In such case, Contractor shall immediately notify Owner in writing specifying such perceived shortcomings and request a corrected Full Notice to Proceed.

OWNER APPROVAL

[_____]

By: (signed) _____

Title: _____

(Print Name) _____

Date: _____, 2024

CONTRACTOR ACKNOWLEDGEMENT

By: (signed) _____

Title: _____

(Print Name) _____

Date: _____, 2024

Community Development Discretionary Account

Transfer Request

Allocation from 225-5-184-5200 (CD Unallocated)

Authorization to transfer \$17,000.00

From: CD Discretionary Unallocated (225-5-184-5200)

To: CD Senior Center Siding Replacement Project (225-5-184-5291) +

Request Date: April 29, 2024

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$62,086.00

CD Senior Center Siding Replacement Project: \$ (17,000.00)

Balances post transfer

CD Discretionary Unallocated: \$45,086.00

CD Senior Center Siding Replacement Project: \$17,000

Request for Quotes

Clapboard Siding Replacement

Gill-Montague Senior Center

62 Fifth Street

Turners Falls, MA 01376

Issued by the Town of Montague April 10, 2024

Questions Due: April 22, 2024

Proposal Due: Wednesday April 24 at 2PM

Optional Pre-Bid Meeting and Walkaround at Senior Center at 10:00AM on Monday April
22 at or by appointment

In accordance with M.G.L. Chapter 149, the Town of Montague will receive written proposals until 2:00 PM on Wednesday April 24, 2024 to perform wooden clapboard siding replacement at the Gill-Montague Senior Center.

Construction labor associated with this bid is subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive. A current prevailing wage sheet for this job is included as an attachment.

The contract will be awarded to the responsible contractor offering to perform the work to specifications for the lowest price. Contractors must respond to RFQ requirements, and demonstrate suitable experience and satisfactory references. The Town of Montague reserves the right to reject any bids that are determined to not be in the best interests of the Town.

For best service and communication, please email the project contact to inform him that you are interested in the project and receiving any updated materials related to it.

RFQ Contact

Walter Ramsey, Assistant Town Administrator
Town of Montague, One Avenue A
Montague, MA 01376
413-863-3200 x126
walterr@montague-ma.gov

The Town of Montague is an Equal Opportunity Employer and does not discriminate on the basis of age, gender, race, or disability. Minority-owned business enterprises or Woman-owned business enterprises are strongly encouraged to submit quotes.

INFORMATION & SPECIFICATIONS

- A. **PROJECT** GILL-MONTAGUE SENIOR CENTER SIDING REPLACEMENT
62 FIFTH ST TURNERS FALLS MA
- B. **OWNER** TOWN OF MONTAGUE
SELECTBOARD
WALTER RAMSEY, ASSISTANT TOWN ADMINISTRATOR
ONE AVENUE A
TURNERS FALLS, MA 01376
- C. **ARCHITECT** N/A
- D. **INSPECTION** THE BUILDING IS AVAILABLE FOR INSPECTION AT YOUR CONVENIENCE. PUBLIC PRE-BID
MONDAY APRIL 22 at 11:00 AM.

E. **BIDS & SUB-BIDS**

QUALIFIED CONTRACTORS MAY BID ON ALL OR PART OF THE REQUIRED RENOVATION. THE TOWN WILL WAIVE PERMIT FEES.

F. **BIDS DUE**

Bids due Wednesday April 24 at 2PM VIA EMAIL to walterr@montague-ma.gov

G. **PLACE DUE:** Montague Town Hall, Selectboard Office

H. **BID SPECIFICATIONS**

Proposals to Town are to be based on the following requirements, which will be incorporated into the project contract. It is the bidder's responsibility to independently verify all relevant existing conditions in the field prior to bidding on the work. Participation in the inspection tour is strongly encouraged. The winning bidder is responsible for securing all required building permits. However, the fee for building permits will be waived.

See following sheets for specific details of the project

SECTION A: OVERVIEW

Overview of Project

The work involved replacing clapboard siding at the Senior Center. The entire rear side of the building is to be replaced and spot repairs are to be done to the other 3 sides as identified in the attached photographs. Paint and priming is excluded from the project.

The Town has obtained the services of the Franklin County Sheriff's Office to prime and paint the entire exterior of the building. They are scheduled to begin painting on July 15, so the town needs the siding work to be complete by July 8, 2024.

SECTION B: PROJECT WORK AND SPECIFICATIONS

All Work must be coordinated with the Council on Aging Director and the Town of Montague.

Rear of Building: Replace Clapboards

- Remove and dispose of existing clapboard
- Infill round window
- install tyvek paper or similar with tape seams
- install new 1/2x6CVG Cedar clap board prime finger jointed (Smoothed Out) to match existing exposure.
- 1"3/4 Ring shank stainless steel hand fasteners to fasten clapboard at 16 on center
- Electrical and Conduit work by others if required

Front and Sides on Building: Spot Repairs and replacement per identified locations (See attached photos)

- Replace 2 Scalloped Shingles,
- Replace/ Repair on either side of front the two wood caps with like kind material.
- install new 1/2x6CVG Cedar clap board prime finger jointed (Smoothed Out) to match existing exposure at identified locations
- 1"3/4 Ring shank stainless steel hand fasteners to fasten clapboard at 16 on center. Any electrical work required.

Work to be Warrantied by contractor for one (1) year

Work to be completed by July 8, 2024

SECTION C: CONTRACTOR REQUIREMENTS

- Contractor shall comply with provisions of 780 CMR 1507.7
- Contractor may erect scaffolding and/or use lift for accessing roof. Contractor is responsible for obtaining all permits and coordinating with Montague DPW and Montague Police regarding any sidewalk closure or pedestrian impediments. Sidewalk closure detours must be in accordance with requirements of the Americans with Disabilities Act (ADA);
- Contractor should coordinate with COA Director (or Town) about where to best and securely store materials and equipment;
- All work will be coordinated with the Council on Aging Director to ensure disruption to business operations is minimized.
- To the extent that traffic or pedestrian access may be affected, Contractor will coordinate work with the Montague Highway Department and Police Department.
- Respondent must be a licensed contractor in the Commonwealth of MA.
- Contractor should provide evidence of experience in historic rehabilitation
- Contractor must provide OSHA training certifications verifying that employees to be employed at the worksite have completed approved OSHA (United States Occupational Safety and Health Administration) training in a construction safety and health course that is at least ten hours in duration. This certification must accompany the certified payroll submittal.
- Contractor must submit an OSHA safety plan to the Town for review and approval.
- The prevailing wage requirements of Massachusetts General Laws, Chapter 149, are applicable to this RFP. Wage rates, as determined by the Massachusetts Division of Occupational Safety, are attached. The contractor agrees that the rate per hour and wages paid to employees used in the performance of this project shall not be less than the minimum rates of wages as determined in accordance with Massachusetts General Law Chapter 149 as may be amended. The contractor shall provide a certified copy of payroll every week to the Montague Town Administrator for all employees working under the contract for this project.
- Minority-owned business enterprises or Woman-owned business enterprises are strongly encouraged to submit quotes. These business enterprises shall be determined by SOMWBA, the State Office of Minority and Woman-Owned Business Assistance. All such businesses are encouraged to contact SOMWBA at (617) 973-8692 for further information.

SECTION D: BIDDER INSTRUCTIONS – Please Review Carefully!

- Participation in the bidder's inspection tour, which will occur at the Senior Center is encouraged. Contact the RFQ contact for further information as may be needed.
- Questions related to the RFQ should be submitted via email to Walter Ramsey at assistant.townadmin@montague-ma.gov no later than 3pm on April 22. Responses will be shared with all registered bidders that indicate interest in receiving responses to questions via email.
- The contract will be awarded to the responsible bidder that offers demonstrated expertise at the lowest price and is responsive to the RFQ requirements. The Town of Montague will review bidder experience and references. The town retains the right to contact additional references beyond those provided or to not award the contract to a bidder if it judges a bid to not be in the best interest of the town.
- Construction labor associated with this bid is subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive. A current prevailing wage sheet for this job is included as an attachment.
- if the contract is over \$25,000, a 50% Payment Bond will be required upon signing the contract Selected contractor will be subject to the terms and conditions of the Town of Montague standard contract - sample attached.
- The Town of Montague is tax exempt. A tax exempt certificate will be provided upon request. Payments will be made within 30 days of receipt of invoice.

Submission Checklist

- Bidders should include a statement of capacity and past experience that verifies they understand and can meet the requirements of this project.
- All price quotes are to be submitted on the attached Price Quote Form and signed by an authorized representative of the bidder organization.
- All forms attached to this RFQ should be completed, signed as appropriate, and returned as part of the proposal submission. (The contract does not need to be submitted with the bid.)

SECTION E: GENERAL INSTRUCTIONS and CONTRACT TERMS

1. Bid will be accepted via email to walterr@montague-ma.gov. Bids received after the deadline will not be accepted. Bids must be signed by an authorized representative of the bidder organization
2. RFQ should be downloaded from www.montague-ma.gov/BIDS. Notice and addenda will be forwarded to those who are registered as having downloaded the RFQ.
3. All work is to be done by a Massachusetts licensed general contractor, certified, and skilled in the work proposed.
4. The contractor will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, and local codes (including current building and fire codes). Building permit fees will be waived by the Town.
5. As the Town is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices bid herein are not to include these taxes. Tax exempt forms will be provided to the contractor upon request.
6. Prevailing Wage rates set at the Massachusetts Department of Labor and Industries apply. Appropriate wage schedule is attached. Certified Payroll shall be submitted weekly to Walter Ramsey, Assistant Town Administrator, Town of Montague, 1 Avenue A, Turners Falls, MA 01376.
7. A Labor and Materials/Payment Bond is required at the time of contract signing in the amount of 50% of the total bid at the time of contract signing- only if the contract exceeds \$25,000.
8. A bidder will be held to the terms and the prices submitted for the duration of the contract period if a contract is signed by both parties within 45 days from bid opening.
9. Contract execution will be conditioned upon producing an insurance certificate as outlined on the INSURANCE REQUIREMENTS page.
10. A contract substantially in accord with the Sample Contract found in this bid package will be required to be signed by the Contractor and the Montague Selectboard. Submitting a bid denotes acceptance of these terms and conditions. Any terms or conditions that cannot be met by the bidder must be brought to the Town's attention in a Written Question before the deadline for written questions. If the matter can be resolved through the Architect's response, an Addendum will be issued so that all Bidders are notified of any exceptions allowed.
11. The bid will be awarded to the responsible and responsive contractor based upon price, past performance and reliability of the contractor, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid.
12. Workmanship shall be warranted for one year.
13. The Assistant Town Administrator will be available to answer any general questions about procedure, etc., but no question will be answered that in any way could give an unfair advantage to a contractor except through a written Addendum. Inquiries should be directed to: Walter Ramsey, Assistant Town Administrator, Town of Montague, One Avenue A, Montague, MA 01376, 413-863-3200 x126 assistant.townadmin@montague-ma.gov

14. The Contractor must submit with their response a list of at least three (3) projects which they have successfully completed, giving the name and address of the projects so that they may be investigated prior to the award of the contract. Public projects and projects completed in a professional workplace are preferred. A contact person with CURRENT PHONE NUMBER must be provided for each reference (see form).

15. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the Town. Conditional Bids will not be accepted.

16. Any restrictions, qualifications, or deviations from specifications must appear either on the Bid Form or on an attachment thereto.

17. OSHA Certification

All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees' OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid, but must be available upon request.

18. INSURANCE REQUIREMENTS

The successful bidder must provide proof of insurance annually with coverage in accordance with the terms described in the SAMPLE CONTRACT and must name the Town of Montague as additional insured.

1



3





July 7
4:55 PM

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HDR

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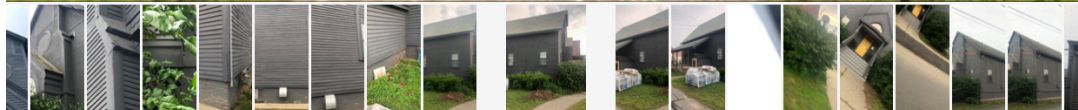


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APPENDIX A

SAMPLE CONTRACT

**Gill-Montague Senior Center
Clapboard Siding Replacement
AGREEMENT FOR SERVICES**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and _____, with an address of _____, hereinafter referred to as "Contractor", effective as of the _____ day of _____, 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for Gill-Montague Senior Center Siding Replacement, including the scope of services and conditions as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 2024 through _____, 2024.

ARTICLE 3: COMPENSATION:

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

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

_____ (\$ _____)
Town Accountant Contract Sum

Appendix B

PREVAILING WAGE REPORT

FORM FOR GENERAL BID

To the Town of Montague, Massachusetts, (hereinafter called the "Owner") acting through its Selectboard, duly authorized therefore, who act solely for said Town and without personal liability to themselves.

Ladies/Gentlemen:

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the Invitation for Bids and the Specifications (and amendments thereto); and s/he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have ten (10) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications for Lump Sum Work, but involved in carrying out their intent are will be performed the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications and they are licensed to perform the services in the Commonwealth of Massachusetts and that workmanship is warranted for at least one year.

A Statement of Capacity and past experience that verifies bidder understands and can meet the requirements of this project is included as a part of this Form for General Bid.

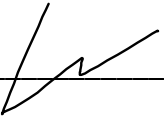
The Bidder will take in full payment, therefore, the following price, to wit:

Total Lump Sum Bid Amount \$ 37,000.00

In words: Thirty-Seven Thousand and 00/100 Dollars

Bid Bond and Payment Bond requirements are to be based on this lump sum bid amount exclusive of additional pricing requested below.

The fees represented are inclusive of all expenses including but not limited to labor, equipment, fuel, insurances, and other management of administrative expense.

Authorized Signature 

Printed Name Danny S. Larochelle Title President

Company Name Larochelle Construction, Inc.

Company Address 23 College St., Suite 8, South Hadley, MA 01075

Phone 413-781-5651

Email dan@larochelleconstruction.com

Date 4/22/24

Form for General Bid Page 3

Please acknowledge any Addenda to the RFQ by initialing below:

#1 4/22/24 #2 _____ #3 _____

IF ANY SUBCONTRACTORS ARE TO BE UTILIZED IN THE WORK. INCLUDE LICENSURE INFORMATION AND QUALIFICATIONS.

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

37-1616166 Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE

BIDDER'S REFERENCE FORM

Bidder's Name: Larochelle Construction, Inc. Phone: 413-781-5651

LHA/Project Title: Siding Replacement Email: dan@larochelleconstruction.com

All references have been completed within the past 5 years from todays date 04/23/24

(1) Reference Name: Nilsson + Siden Associates Phone: 978-741-5777

Address: 69 WASHINGTON STREET TOPSFIELD , MA 01983 Email: ohohn@nsaarch.com

Description and Date(s) of Work: SIDING REPLACEMENT

Project Completion: 09/09/2022

Project Value: \$129,000.00

(2) Reference Name: Town of Worthington Phone: 413-238-5577 Ext 100

Address: 147 Huntington Rd. Worthington, MA 01098 Email: selectboard@worthington-ma.us

Description and Date(s) of Work: Front Wall Re-Siding

Project Completion: 10/08/2022

Project Value: \$142,231.96

(3) Reference Name: Roy S. Brown Architects Phone: 413-596-2360

Address: 53 Pearl Dr. Winchendon, MA Email: 85rsba@gmail.com

Description and Date(s) of Work: Roofing, Insulation, Siding and Roof Ventilation Systems

Project Completion: 11/10/2022

Project Value: \$539,750.00

(4) Reference Name: _____ Phone: _____

Address: _____ Email: _____

Description and Date(s) of Work: _____

(5) Reference Name: _____ Phone: _____

Address: _____ Email: _____

Description and Date(s) of Work: _____

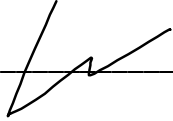

(6) Reference Name: _____ Phone: _____

Address: _____ Email: _____

Description and Date(s) of Work: _____

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  _____

Authorized Official's Signature Title of Person Signing

President

Typed or Printed Name of Person Signing Company Name

Danny S. Larochelle

Telephone Number 413-781-5651 Address 23 College St., Suite 8, South Hadley, MA 01075



Date 4/22/24 Email dan@larochelleconstruction.com

CERTIFICATE OF NON-COLLUSION STATEMENTS

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date 4/22/24

Authorized Official's Signature

  _____

Typed or Printed Name of Person Signing

Danny S. Larochelle - President

Company or Corporation

Larochelle Construction, Inc.

OSHA CERTIFICATION

I hereby certify that all of our employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and we have proof on file. I also certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Date 4/22/24

Authorized Official's Signature



A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be 'D. Larochelle'.

Typed or Printed Name of Person Signing

Danny S. Larochelle - President

Company or Corporation

Larochelle Construction, Inc.

Name and Telephone # of Person who will be filing CERTIFIED PAYROLL

Noah Gendron - 413-781-5651

CERTIFICATE OF CORPORATE AUTHORITY (if applicable)

At a duly authorized meeting of the Board of Directors of Larochelle Construction, Inc.
(Name of Corporation)

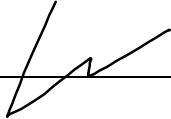
held on 4/22/24 it was VOTED that:
(Date)

Danny S. Larochelle
(Name)

President
(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such President under seal of the
(Officer)
company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST:  _____

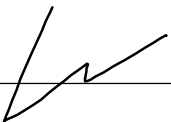
TITLE: President

PLACE OF BUSINESS: 23 College St., Suite 8

South Hadley, MA 01075

DATE OF THIS CERTIFICATE: 4/22/24

I hereby certify that I am the clerk of the Larochelle Construction, Inc.
that Danny S. Larochelle is the duly elected President of said corporation, and
that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this
contract.


(Clerk)

CORPORATE SEAL

Host Community Agreement
Between
Town of Montague, Massachusetts
and
253 ORGANIC, LLC

This Host Community Agreement (“HCA”) is made by and between the Town of Montague, a Massachusetts municipal corporation with an address of One Avenue A, Turners Falls, MA 01376, acting by and through its Selectboard (“Town”), and 253 Organic, LLC, a Massachusetts limited liability company with a principal place of business at 253 Millers Falls Road, Turners Falls, MA 01376¹, (“Operator”). The Town and Operator collectively are referred to as the “Parties.”

WHEREAS, the Town and the Operator entered into a Host Community Agreement, dated April 2, 2018 (the “HCA”), to locate a licensed marijuana retail establishment, marijuana cultivation establishment, and marijuana product manufacturer establishment (collectively and individually, the “Facility”) at the property known as 253 Millers Falls Road, Turners Falls, Massachusetts;

WHEREAS, Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), amends G.L. c. 94G, §3 relative to host community agreements and community impact fees effective November 9, 2022;

WHEREAS, on January 23, 2023, the Town and the Operator executed the “First Amendment to the HCA dated April 2, 2018 in order to gain compliance with the Act;

WHEREAS, the Operator commenced operations at the Facility on September 5, 2019 and wishes to continue operations in the Town;

WHEREAS, the Operator has agreed upon the provisions of a Special Permit with Site Plan Review #2023-04 that was granted by the Montague Planning Board and filed with the Montague Town Clerk on January 25, 2024;

WHEREAS, the Operator shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Operator and the Town intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of a Marijuana Treatment Center to be co-located with the existing Retail Marijuana Establishment, the existing Marijuana Cultivator, and the existing Marijuana Product Manufacturer;~~the Marijuana Establishment with such operations to be conducted in accordance~~ with applicable zoning, laws, bylaws, or ordinances of the Municipality.

¹ Note that Turners Falls is a village within the Town of Montague.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Community Impact Fees (CIF)

The Operator hereby agrees and acknowledges that any and all Prior Payments made by the Operator were made in accordance with G.L. c.94G, §3(d) as written at the time of the agreement. Following implementation of Chapter 180 of the Acts of 2022, the Parties agreed that all payments would be waived for 2022 and no future payments would be made. The Operator agrees and acknowledges that it shall not seek reimbursement of the Prior Payments, or any portion thereof, under any circumstances, even if otherwise permitted by law.

3. Generally Occurring Fees

Generally occurring fees are those fees which may customarily be imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include but may not be limited to those fees enumerated in Attachment A: List of Taxes and Generally Occurring Fees. The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees provided herein.

The Company acknowledges and agrees that it is responsible for other fees that may be imposed by the Turners Falls Fire and Water District, including but not necessarily limited to real estate and personal property taxes, user fees, and inspection and other fees.

4. Local Concerns

The Operator agrees and acknowledges that in the event the Town receives complaints with respect to the failure to mitigate conditions at the Facility , the Operator shall meet with the Town's Selectboard or its designee, and shall, at the Selectboard's request, take additional mitigation measures, at the Operator's sole expense, to address the specific nature of the complaints to the Town's reasonable satisfaction including, but not limited to, having its odor prevention mechanisms and technologies reviewed and assessed by an Independent Engineer to address the nature of odor complaints to the best practicable engineering capability.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, with respect to complaints and violations.

5. Local Preference Opportunities

The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.

6. Security

Operator shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

7. Duration and Termination

This Agreement shall continue in effect for a term of eight (8) years from the date that the Operator first commenced operations at the Facility unless terminated in accordance with the following provisions.

The Town may terminate this Agreement for cause by providing written notice to the Operator in the event that: (i) Operator with substantial willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to the Operator of written notice of such violation; (ii) there is any other material breach of the Agreement by the Operator, which breach remains uncured for thirty (30) days following the Town's issuance to Operator of written notice of such violation; or (iv) the Operator's license is revoked by the Commission.

In the event of termination of this Agreement, the Operator shall immediately cease all operations at the Facility. The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice.

8. Surety/Closure and Clean-Up

In the event the Operator ceases operations at the Facility for a period greater than sixty (60) days with no substantial action taken to reopen, the Operator shall remove all growing materials, plants, chemicals or hazardous materials, and cannabis paraphernalia from the Facility within one-hundred-twenty (120) days of such cessation. The Parties acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein will cause actual damage to the Town, which damages are difficult or impracticable to calculate. Thus, in the event that such materials are not removed within said timeframe, the Operator shall pay to the Town as liquidated damages, and not as a penalty.

9. Community Support

The Operator in its sole discretion, may donate funds to local community initiatives in the Town as a good corporate citizen at any time it wishes. Such donations of volunteer time or money shall not be required, however, as obligations to the Town under this Agreement or otherwise.

10. Additional Obligations

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Operator shall not assign, or otherwise transfer or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee or successor entity submit all information deemed relevant to such transaction by the Town and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Operator’s final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Operator’s takeover or merger by or with any other entity; (iii) the Operator’s outright sale of assets and equity, majority stock sale to another organization or entity for which the Operator does not maintain a controlling equity interest; (iv) any other change in majority ownership or status of the Operator; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment that requires approval by the Commission.

11. Notice Requirements

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To TOWN: Town Administrator 1
Avenue A
Turners Falls, MA 01376

With a copy to: Montague Town Counsel KP Law, PC
101 Arch Street 12th Floor
Boston, MA 02110

To OPERATOR: 253 Organic, LLC
Attn: CEO
253 Millers Falls Road
Turners Falls, MA 01376

With a copy to: The Wagner Law Group
c/o Tom Clarke
125 High Street, Olive Street Tower, 5th Floor
Boston, MA 02110

12. Indemnification

Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of Operator's breach of this Agreement or the gross negligence or misconduct of Operator, or Operator's agents or employees.

13. Severability

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

14. Governing Law

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. Representation of Authority

Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Operator is a party or by which the Operator may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Amendment on behalf of the Party for which he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2024.

**TOWN OF MONTAGUE
SELECTBOARD**

253 ORGANIC, LLC

Richard Kuklewicz, Chair

Seth Rutherford, CEO

Christopher Boutwell, Vice Chair

Matthew Lord, Clerk

Attachment A: List of Taxes and Generally Occurring Fees

Real Estate Taxes

Personal Property Taxes

Tax and Sewer Demand Fees

Sewer User Fees, Which May Include Industrial User Surcharges

Community Preservation Act tax (Not Currently Adopted)

Cannabis Retail Sales Excise Tax

Motor Vehicle Excise Tax

Boat Excise Tax

Meals Excise Tax

Multiple fees charged to excise tax if they go to the deputy collector (driven by MGL Chapter 60 Section 15)

Tax Title Fees (again driven by MGL)

Building Permit Fees

Special Permit and ANR Fees

Health Fees (inspections, non-compliance, vendor fees for events with food trucks, etc.)

Alcohol/Common Victualers/Entertainment Licenses or Permits

Municipal Lien Certificate Fees

Returned Check Fees

Assessors' Fees (for non-compliance with providing personal property information)

Accident Report Fees (charged by police for insurance companies)

Transfer Station Disposal Fees

Betterment Fees (None Presently, for Defined Geographies)

**CABLE FRANCHISE RENEWAL LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE TOWN OF MONTAGUE, MASSACHUSETTS
AND EPSTEIN & AUGUST, LLP**

This is a legal services agreement by and between the statutory cable license Franchising Authority of the Town of Montague, Massachusetts, being the Selectboard of Montague, Massachusetts (the "Town" or "Client") and Epstein & August, LLP ("Attorney") 875 Massachusetts Avenue, Suite 31, Cambridge MA 02139, with William August as attorney on the matter, to perform the legal services related to the cable television franchise renewal processes with Comcast Cable Communications (Comcast) or its successor(s) as provided for herein.

1. The Attorney will receive a \$0.00 non-contingent retainer to be applied against the Attorney's total fee.
2. The Attorney will bill at a rate of \$240.00 per hour. Town may terminate Attorney's services at any time.
3. Scope of Services - Subject to Client retaining the right to terminate legal services at any time, the Attorney shall provide the following cable franchise renewal legal services:
 - (a) Attorney shall review and analyze the various materials and cable renewal and related proposals concerning Comcast or such affiliates as are franchised by the Town;
 - (b) Attorney shall offer advice to the Town on the various aspects of the cable television renewal process, including, but not limited to, legal, regulatory and financial advice; ascertainment of cable needs; negotiations; and procedural and substantive issues pertaining to cable franchise renewal as of and after the effective date of this Agreement;
 - (c) Attorney shall draft such letters, memoranda and other documents as necessary;
 - (d) At the appropriate time, Attorney shall draft or mark-up, as applicable, findings of need (Ascertainment Report and Findings) if and as requested by Town; Attorney shall draft a cable television Renewal Franchise for the review of the Cable Advisory Committee and Town for circulation to Comcast for use in informal renewal negotiations; and Attorney may draft a formal process Request for Proposal if negotiations do not resolve through informal negotiations if and as requested by the Town subject to Town retaining discretion to resolve renewal issues through the Cable Act informal renewal procedures;
 - (e) Attorney shall meet with Comcast and Cable Advisory Committee and Town officials when necessary, and with such Town officials as designated by the Town, with the Attorney and the Town having the option of the foregoing including meeting via remote access video platforms such as Zoom or a similar platform or by conference call;
 - (f) Attorney shall perform such other tasks related to the cable television renewal process as necessary and/or at the request of the Town.
 - (g) Attorney will be providing assistance to the Town with respect to renewal legal services

including reviewing, editing and providing legal counsel on Comcast renewal franchise drafts upon receipt from Comcast, assisting with franchise renewal negotiations on behalf of the Town and assisting the Town with formulation of a negotiation agenda and identification of priority renewal needs of the Town as advised by the Town.

4. The Town shall reimburse the Attorney for reasonable expenses and disbursements, including copying, delivery or overnight mailing and other customary incidental expenses, if billed by the Attorney. The Attorney agrees to obtain the Town's approval before incurring any disbursement expense in excess of \$75.00.
5. Legal fees and disbursements shall be invoiced monthly and best efforts should be made to make payment within 30 days of receipt of the invoiced.
6. The Town may discharge the Attorney at any time, and the Attorney may withdraw from providing services at any time for good cause if any (subject to Court approval if a legal action has commenced and the Town disagrees).
7. While the Attorney will use his best efforts in his representation of the Town, no assurance of a particular outcome can be or is made. The Attorney and Town state that no results have been guaranteed by the Attorney to the Town and that this Agreement is not based upon any such promises with respect to a particular outcome.
8. This Agreement may be amended providing such amendment(s) is in writing and executed by the signatory parties hereto.
9. Scope limitations and specification of procedures: Matters not included within the scope of this retainer agreement include FCC and/or state rate regulation proceedings, if any; post-renewal disposition and/or appropriation of negotiated funds and/or other benefits; enforcement of the existing franchise; and litigation or administrative agency legal proceedings, unless requested by the Franchising Authority and agreed to by the Attorney. With respect to the Cable Act's provision of two license renewal frameworks known as (1) the informal renewal process involving direct informal renewal negotiations without issuance of a formal Request for Proposals and without pursuit of denial of license renewal; and (2) the formal renewal process involving issuance of a Request for Proposal following and formal ascertainment findings, the Town acknowledges its intent is for Attorney to undertake renewal through the more commonly used informal renewal process unless otherwise specifically directed by the Town not less than seven months prior to the expiration of the current Town of Montague renewal license.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.
11. Client Files: The Attorney will retain copies of client/Town files in electronic format only. Attorney will keep client/Town files up to the time required for document retention pursuant to Mass. General Laws. Town municipal officials designated by the Issuing Authority are entitled to view and make copies of Town files at any time, subject to reasonable notice and a reasonable

charge for copies in excess of 25 pages. If Town's Issuing Authority elects, files will be returned to Town at the conclusion of representation or copies provided upon Issuing Authority request.

TOWN OF MONTAGUE

EPSTEIN & AUGUST, LLP

BY its Selectboard:

BY William August, Partner

Richard Kuklewicz, Chair

William August, Esq., Partner

Christopher Boutwell, Vice Chair

Dated: _____, 2024

Matt Lord, Clerk

Dated: April 29, 2024

Unsafe/Unhealthy Buildings & Property Account: Spending Request Form

Request to use available funds in the Unsafe/Unhealthy Buildings & Property Account (001-5-950-5122-031)

Authorization to spend up to \$7,000

For: Request will fund installation of security fencing between the former Southworth Paper Company and the Strathmore Mill, preventing access to the "courtyard" area formerly occupied by Strathmore Mill Building 10. This area is immediately adjacent to Strathmore Mill Building 1 and Building 11. Substantial cracks are evident in the masonry of the main building and its elevator shaft. It is observed that many bricks have fallen in this area, whether due to active collapse or vandalism.

Note that funds used from this account will be supplemented by the balance of funds (\$2,157.01) already allocated from the existing Community Development Unsafe/Unhealthy Buildings (#225-5-184-5234-000) fund line. The total of \$9,157.01 is expected to exceed the total funds required for the project. Quotes are in hand and more are being pursued, as attached.

We expect the cost will be \$7,000 or less and will apply funds from account 001-5-950-5122-031 only after expending the full \$2,157.01 from the Community Development account.

Request Date: April 29, 2024

Affirmation of Approval:

Selectboard Chair

Date

Balance before transfer: \$25,000.00

Balance post transfer: \$18,000.00

Estimate



Brodeur Campbell Fence Co

1075 Page Blvd
Springfield, MA 01104
Phone: 413-783-6141
Fax: 413-783-6165

ESTIMATE# 042424-1.1M
DATE: 04/24/2024

TO: TOWN OF MONTAGUE-DPW

ATTN: THOMAS BERGERON

128 Turners Falls Road
Turners Falls, MA 01376
TEL: 413-863-2054 ext. 324
Email: hwysupt@montague-ma.gov

JOB LOCATION:

Paper Mill
Canal Street
Turners Falls, MA 01376

RE: Fence Installation and repair

Brodeur-Campbell fence to furnish & install:

Approx. 52' of 8' high galvanized chain link fence which includes:
2 1/2" line posts, 3" terminal posts, 1 5/8" top rail, bottom coil wire-All pipe 40wt
1-8' high x 12' wide double drive gate with hardware and drop rod
Posts set in concrete footings
-Asphalt cutting required

Repair cut in 8' high galvanized chain link fence (2) locations
Approx. 6' of 8' high galvanized chain link wire
Fittings and ties as required

TOTAL:	\$6,775.00
---------------	-------------------

Tax Exempt, Prevailing wage applies

Sales Rep: *Jesse Dyrjewicz-Burch*

Customer Signature: _____

Date: _____

Terms and conditions: Balance is due and payable "in full" the day the job is completed-unless different terms and conditions are specified above. Any extra material furnished, or work performed not shown above will be charged extra at pro-rated prices. We do not remove old fences nor clear the fence line unless stated above. Rock drilling where necessary shall be charged extra. **Brodeur Campbell Fence Co., Inc. is not responsible for sprinkler systems or underground utilities on private property.** All material shall remain the property of Brodeur Campbell Fence Co., Inc. and can be removed by Brodeur-Campbell Fence CO., Inc. if not paid according to term and conditions as listed above. Interest will be charged on all accounts unpaid after 30 days at the rate of 1 1/2% PER MONTH (18% per annum.). Buyer agrees to pay all costs of collections including attorneys and court fees. All material is guaranteed to be as specified. All work to be completed in a neat and workmanlike manner according to standard practices.



PLANNING PROJECT COMPLETION CERTIFICATE

Project Regulatory Agreement No.: CWA-22-04

Project Name: Montague Asset Management Planning

I, _____, duly authorized representative of the Town of Montague, hereby certify as follows:

- 1) The Project has been implemented in accordance with the terms, conditions and assurances contained or referenced in the Project Regulatory Agreement.
- 2) The Project work has been completed in accordance with the Department-approved plan of study or the scope of services, as applicable.
- 3) The Town of Montague is in possession of or has full unrestricted access to a complete copy of the Project work, including the findings.

On behalf of the Town of Montague, I hereby certify under the pains and penalties of perjury, that I am duly authorized to provide this certification and the information above is true, correct, and complete to the best of my knowledge.

Signature of Authorized Representative

Date

_____ ss.

On this ____ day of _____, 20 __, before me, the undersigned authority, personally appeared _____, proved to me through evidence of identity, to wit: _____, to be the signer(s) of the attached document, and who swore or affirmed to me, under the penalties of perjury, that the contents of said document are truthful and accurate, to the best of _____ knowledge and belief.

Subscribed to and sworn before me.

Commission Expiration: ___/___/___

CERTIFYING AUTHORITY TO FILE

I hereby certify that the **Selectboard Chair** of the **Town of Montague** (hereinafter referred to as the Applicant), at a meeting noticed and conducted in accordance with all applicable legal requirements, duly voted to authorize the **Selectboard Chair** to act on behalf of the Applicant, as its agent, in filing applications for, executing agreements regarding, and performing any and all other actions necessary to secure for the Applicant such loan(s) for construction or planning of Water Pollution Abatement Projects as may be made available to the Applicant pursuant to the provisions of the Massachusetts Clean Waters Act.

c.21, section 27-33E, inclusive, as amended) and the Water Pollution Abatement Revolving Loan Program (M.G.L. c.29C) for the following project:

Asset management planning for water and wastewater collection systems assets.

I hereby certify that **Richard Kuklewicz** is the present incumbent of the position referenced above, and do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the **4th** day of **April** , **2022** and duly recorded in my office:

2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been dully fulfilled, carried out, and otherwise observed, and that I am authorized to execute this certificate:

3. That if an impression of a seal has been affixed below, it constitutes the official seal of the Applicant and this certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal:

IN WITNESS WHEREOF, I have hereunto set my hand this

 4th day of **April** , 20 **22**

AUTHORITY TO FILE

Whereas, Town of Montague, after thorough investigation has determined that the work activity consisting of: hydraulic modeling to identify critical combined sewers nearing capacity and field investigations to evaluate CSO reduction solutions as well as I&I source points and solutions is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth ("Chapter 21" and "Chapter 29C") are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects; and

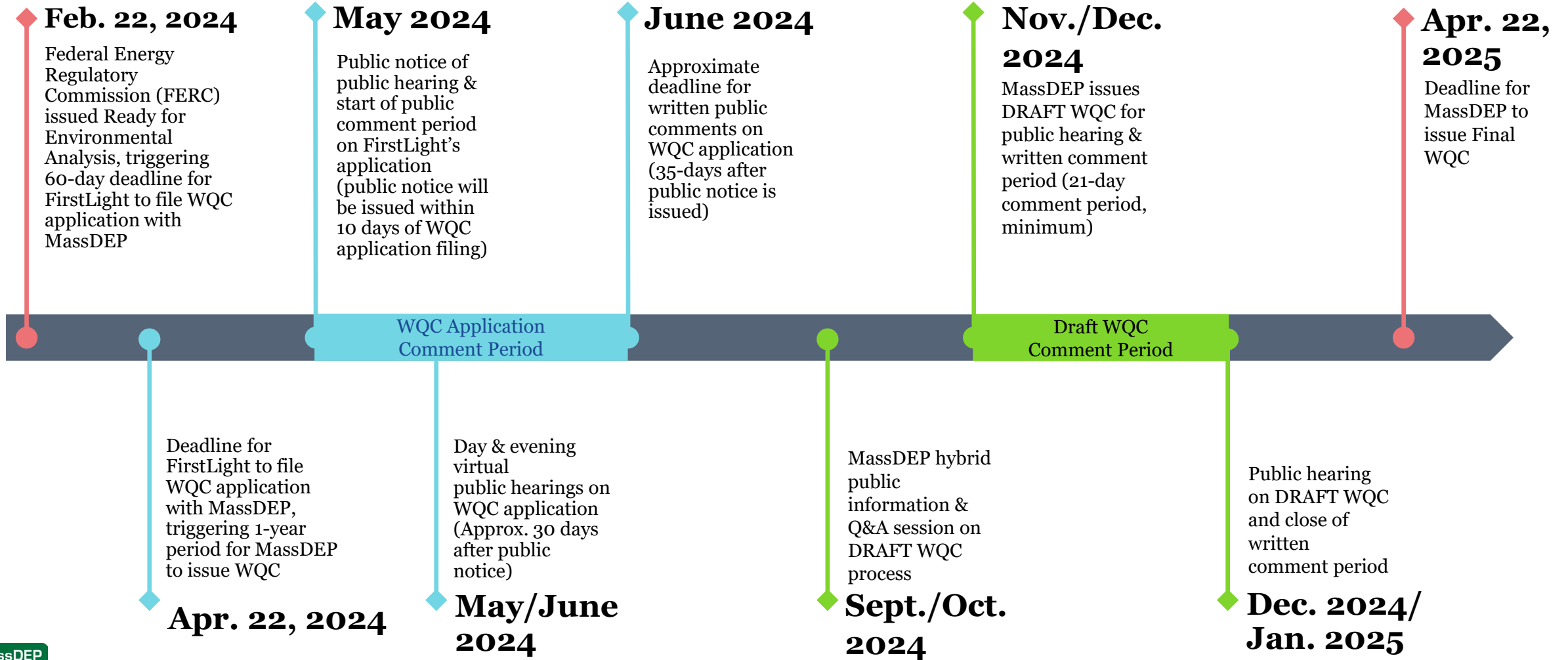
Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by The Montague Selectboard as follows:

1. That Richard Kuklewicz is hereby authorized on behalf of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;
2. That the purpose of said loan(s), if awarded, shall be to fund construction activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

MassDEP FirstLight Water Quality Certification Public Involvement Timeline

(approximate dates)





Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

MassDEP FirstLight Water Quality Certification **Public Involvement Timeline**

FREQUENTLY ASKED QUESTIONS

Introduction

Several years ago, FirstLight Power (FirstLight) filed an application with the Federal Energy Regulatory Commission (FERC) to relicense the Connecticut River hydroelectric facilities in Turners Falls and Montague and the pumped storage facility in Northfield.

As a part of the federal relicense application filed with FERC, FirstLight must also apply for a state 401 Water Quality Certification (WQC) from the Massachusetts Department of Environmental Protection (MassDEP). FirstLight is required to file its WQC application with MassDEP within 60 days of FERC issuing a Ready for Environmental Analysis (REA) notice.

This document serves as an overview to the public involvement timeline related to FirstLight's WQC application with MassDEP. More information on the public involvement timeline and the re-licensing process is available at MassDEP's webpage for this matter:

<https://www.mass.gov/info-details/401-wqc-for-the-firstlight-hydroelectric-re-licensing-project>

- **What is the status of the FERC relicensing process?**
 - On February 22, 2024, FERC issued the REA.
 - Consequently, FirstLight now has 60 days to file its WQC application with MassDEP, which would be a deadline no later than April 22, 2024.
 - FERC is responsible for determining whether to relicense the operations, and its environmental review will be ongoing during the state's WQC process.
 - A primer on hydropower was created by FERC and can be found on their website: <https://www.ferc.gov/sites/default/files/2020-05/hydropower-primer.pdf>

- **What is MassDEP's role in this federal relicensing matter?**

MassDEP will determine whether FirstLight's proposed relicensing will provide the water quality and quantity to support a variety of uses, including aquatic life and recreation.

 - MassDEP's role is separate from FERC's role.
 - MassDEP will have one year from when FirstLight files a complete WQC application to issue a WQC.

- The WQC issuance deadline is April 22, 2025.
 - To issue the WQC, MassDEP is obligated to determine whether there is reasonable assurance that the proposed relicensed operations will be conducted in a manner which will not violate Massachusetts Surface Water Quality Standards ([314 CMR 4.00.](#))
 - This determination is based on whether the proposed project will provide the water quality and quantity that supports existing and designated uses.
 - MassDEP may establish requirements, known as conditions, that it deems necessary to issue the WQC (which FERC generally incorporates into its renewed federal license) if the conditions are supported by sufficient evidence (e.g., how and when river flows are regulated below the dam).
- **What are the existing and designated uses for the part of the Connecticut River affected by FirstLight?**
 - As a Class B Warm Water, the designated uses for the Connecticut River are:
 - (1) habitat for fish, other aquatic life, and wildlife;
 - (2) contact recreation, including both primary (e.g., wading and swimming) and secondary (e.g., fishing (including consumption) and boating);
 - (3) irrigation and other agricultural uses;
 - (4) compatible industrial cooling and process use; and
 - (5) consistently good aesthetic value. 310 CMR 4.00
 - Surface waters are protected by the antidegradation provisions specified in 314 CMR 4.04(1), which require that “in all cases existing uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.”
 - Surface waters include all waters other than groundwaters within Massachusetts including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, coastal waters and vernal pools.
 - Existing uses are designated uses listed here and other uses that have been attained in a waterbody on or after November 28, 1975. 310 CMR 4.00
- **What information will MassDEP use to make the WQC determination?**
 - MassDEP’s WQC will be based on scientifically sound evidence and consideration of related public input concerning how FirstLight’s proposed project will affect the existing and designated uses of the Connecticut River.
 - It is important to remember that sometimes the uses of the river have conflicting water quality needs that MassDEP must consider.
 - MassDEP must protect the most sensitive use if there is a conflict.
 - For example, some uses may be improved by increased river flows that could be detrimental to other more sensitive uses.
- **What is the next milestone in this WQC proceeding?**
 - FirstLight will file its WQC application with MassDEP on or before April 22, 2024, which will begin the one-year timeline in which MassDEP must issue its WQC decision or waive issuance of the decision.
- **How will the public be able to provide input for the WQC?**

- There will be several opportunities for public participation during the year-long WQC process:
 - (1) Approximately 30 days after the WQC application is filed, there will be two virtual public hearings that occur during the thirty-five-day written comment period. Individuals can comment on FirstLight’s WQC application orally at the public hearings and/or in writing during the written comment period.
 - (2) About midway through the one-year WQC process there will be a hybrid public information session (combined in-person and virtual access) with an update on the status of the certification proceeding and an opportunity for discussion and a Question and Answer session; and
 - (3) MassDEP will hold two more virtual public hearings on the DRAFT WQC. Individuals can comment on MassDEP’s DRAFT WQC orally at the public hearings and/or in writing during the written comment period.
 - Specific dates for the above opportunities cannot be provided at this time because they are dependent upon when the WQC application is filed and other factors.
 - MassDEP will continue to maintain and update a [webpage](#) with information about this project and will provide email notifications of updates for those who sign up on the webpage.
 - Public notices will be provided for public hearings and written comment periods.
- **Will there be other notices of the above public forums to enhance public participation in the WQC proceedings?**
 - Yes, MassDEP and FirstLight will be implementing a Public Involvement Plan to facilitate communication with the public, including environmental justice communities.
 - As part of the Plan, FirstLight or MassDEP will send copies of the public notices to the chief municipal officials and the conservation commission for municipalities that may be affected by the WQC.
 - FirstLight or MassDEP will request that those municipalities publish the notices in the local town or city hall and on the website of the community or communities that may be affected.
 - Notice may also be published in other local venues, such as libraries, grocery stores, and houses of worship.
 - **What else will occur during the year-long process to inform MassDEP’s WQC decision?**
 - Throughout the year, MassDEP will be analyzing and considering the WQC application and supporting materials, public comments, and scientific literature to reach a scientifically and factually sound decision.
 - MassDEP may also request additional information from FirstLight.