

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, August 19, 2024

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/84707519753>

Meeting ID: 847 0751 9753 Password: 055960 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Selectboard Minutes: August 5, 2024
3. 6:00 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:02 **Brian McHugh, Director of Community Development – HRA**
 - Request payment #3 to Clayton Davenport Trucking for the Hillcrest Neighborhood Playground Construction Project: \$65,188.50
 - Consider Change Order #3 to furnish and install jute mesh around playground. (\$4,225.00)
5. 6:10 **Rachel Stoler, FRCOG Community Health Program Manager**
 - Memorandum of Understanding between The Town of Montague and FRCOG for Mass In Motion FY25
6. 6:15 **Maureen Pollock, Town Planner**
 - Redeveloping the former Farren Care Center site, located at 330-340 Montague City Road – updates
 - Shea Theater mural project updates
 - Request Use of Public Land / Closure of the Shea Theater Parking Lot and 2nd Street Alley from Avenue A to back of Shea from 7:00am to 8:00am from Friday August 23, 2024 to Thursday, September 12, 2024 to paint a mural on the Shea building wall.

Montague Selectboard Meeting
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7. 6:30 **Personnel Board**
- Appoint Mary Sue Campbell, CWF Administrative Assistant, NAGE Grade B, Step 4, \$21.28/hr, 40 hrs/wk, effective 8/26/24
 - Appoint Jordan Livingston, 911 Dispatcher, Per-diem, \$25.00/hr., effective 8/19/2024
 - Appoint John Letourneau as Gas & Plumbing Inspector, 1 year, expires 6/30/2025
 - Resignation of Chris Sawyer-Laucanno from the Montague Historical Commission
8. 6:40 Follow-up Discussion on Cannabis Odor Complaints Flower Power Growers, Inc. - 180 Industrial Boulevard (Discussion postponed to August 19)
9. 6:50 **Executive Assistant Business**
- Response to 8/5 meeting hack, new Zoom protocols
 - Town Meeting Day survey results
10. 7:00 **Assistant Town Administrators Business**
- Review and consideration of Digital Equity Implementation Grant Agreement with Massachusetts Technology Collaborative
 - Authorize Contract of Services with Laroche Construction Inc. for the Montague Center Library Scrape, Repair, Paint Window Trim project. Contract value is \$14,900.00 to be funded from an existing ARPA appropriation.
 - Status update of capital projects under construction (including but not limited to COA siding, skatepark lighting, South Ferry Rd culvert, Montague Center playground, Avenue A Streetscape)
11. 7:15 **Town Administrators Business**
- Town and Mass Department of Environmental Protection response to Meadow Road culvert flooding and wetlands impacts from ongoing activity at Falls Farm
 - Planning for Fall Special Town Meeting
 - Topics not anticipated in the 48 hour posting
- 7:30PM Executive session in accordance with G.L. c.30A, §21(a)(1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual.

Next Meeting:

- Selectboard, Monday, September 9, 2024 at 6:00 PM, 1 Avenue A, Turners Falls, MA and VIA ZOOM



AUTHORIZATION TO DISBURSE

Invoice # 2022.2023 - 3

**Project: Hillcrest Park Construction(6C)
TOWN OF MONTAGUE FY22.23 CDBG**

**Contractor: CLAYTON D. DAVENPORT TRUCKING, INC.
130 Colrain Street, Greenfield, MA 01301**

Date: August 9, 2024

Total Contract	267,658.00
Change Order	16,455.00
Total Paid to Date:	155,994.00
Balance:	128,119.00
This Invoice:	65,188.50
Balance:	62,930.50

Work Items Complete: Excavation, Filling and Grading, Site Improvements, Utilities Cast in Place Concrete for the period up to August 9, 2024

See attached invoice dated: August 9, 2024	FY22.23 MONT \$65,188.50
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I reviewed this invoice on 08/09/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$65,188.50**.

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

PROJECT NAME AND LOCATION: Montague Neighborhood Park
 Montague Hillcrest park
 Griswold Street

APPLICATION # 3
 PERIOD THRU: 08/09/2024
 PROJECT #s:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

ARCHITECT: The Berkshire Design Group, Inc.
 4 Allen Place
 Northampton, MA 01060

DATE OF CONTRACT: 05/30/2024

OF WORK

low.

	\$267,658.00
	\$16,455.00
Line 1 +/- 2)	\$284,113.00
	\$232,823.50
	\$11,641.00
	\$0.00
	\$11,641.00
RETAINAGE	\$221,182.50
ONS	\$155,994.00
	\$65,188.50
	\$62,930.50

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Clayton D Davenport Trucking Inc

By:

Clayton D Davenport

Date:

8/17/24

State of: Massachusetts

County of: Franklin

Subscribed and sworn to before

me this

7

day of

August, 2024

Deborah R Rodovich
 Notary Public: Deborah R. Rodovich

Deborah R Rodovich
 Notary Public
 COMMONWEALTH OF MASSACHUSETTS
 My Commission Expires 11/08/2030

My Commission Expires: November 8, 2030

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....

\$65,188.50

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By:

Doug Serrill

Date:

8/9/2024

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

ADDITIONS	DEDUCTIONS
\$16,455.00	\$0.00
\$0.00	\$0.00
\$16,455.00	\$0.00
\$16,455.00	

Town & Montague / FCRHRA

HILLCREST NEIGHBORHOOD PARK CONSTRUCTION PROJECT

Project: CDF22.23.MONT.00016

Estimate # 3	1	LS
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Schedule of Values HILLCREST NEIGHBORHOOD PARK CONSTRUCTION PROJECT

Item	DESCRIPTION	Total Qty	Unit	Unit Total Price	Total Bid Price	Quantity This Estimate	Qty to date	Amount this estimate	
01-1000	Mobilization & General Requirements	1	LS	\$ 22,000.00	\$ 22,000.00	0.250	0.750	\$ 5,500.00	\$
31-2000	Site Demolition, Clearing & Grubing	1	LS	\$ 42,000.00	\$ 42,000.00		1.000	\$ -	\$
31-2500	Erosion & Sediment Control	1	LS	\$ 3,158.00	\$ 3,158.00	0.250	0.750	\$ 789.50	\$
31-5001	Excavation Filling & Grading	1	LS	\$ 54,500.00	\$ 54,500.00	0.250	1.000	\$ 13,625.00	\$
32-1216	Bituminous Concrete Pavement	1	LS	\$ 35,000.00	\$ 35,000.00		0.000	\$ -	\$
32-1300	Cast In Place Concrete & Precast Curb	1	LS	\$ 14,000.00	\$ 14,000.00	0.750	1.000	\$ 10,500.00	\$
32-2000	Site Improvements	1	LS	\$ 15,000.00	\$ 15,000.00	0.250	1.000	\$ 3,750.00	\$
32-9200	Seeding	1	LS	\$ 10,000.00	\$ 10,000.00		0.000	\$ -	\$
33-4099	Utilities	1	LS	\$ 72,000.00	\$ 72,000.00	0.250	1.000	\$ 18,000.00	\$
999.01	Change Order #2 F&I Drainage Structure	1	LS	\$ 16,455.00	\$ 16,455.00	1.000	1.000	\$ 16,455.00	\$
	Total Lump Sum				\$ 284,113.00		0.000	\$ -	\$

Total

\$284,113.00

Total This estimate	\$
Total to Date	

Total Lump Sum Paid to date	0.8195
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Change Order # 03

Date: August 14th, 2024

Project #: Hillcrest Neighborhood Playground CDF22.23.MONT.00016

Subject: Change Order #03 Furnish & Install Jute Mesh Around Playground

As requested, Clayton D. Davenport Trucking, Inc. is providing a cost proposal for change order 03. The Change Order Work includes furnishing and installing natural jute mesh around new playground area and new drywell. The estimated Lump Sum cost for this work is \$4,225.00.

The new Contract price including this change order will be \$288,338.00. The Contract time will not be increased by any days.

Signatures below indicate agreement with the proposed adjustments:

For Contractor:
Clayton D. Davenport Trucking, Inc.
Clayton Davenport III

Date:

For Landscape Architect Engineer:
Berkshire Design Group, Inc.

Date:

For Town of Montague:

Date:



LETTER OF TRANSMITTAL

TO:	Doug Serrill	FROM:	Clayton D. Davenport Trucking Inc.
	Berkshire Design Group	DATE:	August 15th , 2024
	4 Allen Pl, Northampton, MA 01060	Submittal Number:	#009 Jute Mesh
		Project:	HILLCREST NEIGHBORHOOD PARK CONSTRUCTION PROJECT
ATT:			

WE ARE SENDING YOU

- | | | |
|---|---------------------------------------|----------------------------------|
| <input type="checkbox"/> Attached | <input type="checkbox"/> Plans | |
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Prints | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Change Order | <input type="checkbox"/> Other |

Item:	Copies	Date	Description	Section No.	Supplier/Manufacturer
1	1	08/15	Jute Mesh		EJP

THESE ARE TRANSMITTED as checked below:

- | | | | |
|---------------------------------------|---------------------------------------|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> For your use | <input type="checkbox"/> As requested | <input type="checkbox"/> For review |
| <input type="checkbox"/> Resubmit | <input type="checkbox"/> Submit | <input type="checkbox"/> Return | |

COMMENTS:

SIGNED: Brian Koshinsky

Technical Specifications for
Nedia Jute Mesh™ 500

Nedia Jute Mesh™ 500 is a biodegradable fabric of woven jute yarns.

Property	Test Method	Typical Value	
		English Units	Metric Units
Material	n/a	Woven fabric of undyed unbleached jute	
Color	Observed	Natural / Earth tone	
Fabric Width	Measured	48"	1.22 meters
Warp Count	ASTM D 3775	19.5 per ft.	64 per meter
Weft Count	ASTM D 3775	14.0 per ft.	46 per meter
Mass per Unit Area	ASTM D 3776	14.7 oz/sq.yd	500 g/sq. m
Grab Tensile Strength - Dry	ASTM D 4632	300 x 175 lbs./ft.	4380 x 2560 N/m
Grab Tensile Strength - Wet	ASTM D 4632	125 x 65 lbs./ft.	1830 x 950 N/m
Elongation at Break	ASTM D 4632	10% x 10%	
Open Area	Measured	60% - 65%	
Functional Longevity	Observed	1 to 2 years	
Flow Velocity	Flume Test	8 ft./sec.	2.4 m/sec.
Shear Resistance	Flume Test	2.5 lbs./sq.ft.	120 Pa

Standard Size – 4' x 225' (1.22m x 68.6m) – 100 sy/roll



www.nedia.com

info@nedia.com

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

This Memorandum of Understanding (hereinafter referred to as "Agreement") is by and between the Town of Montague, Massachusetts (hereinafter referred to as the "Town"), having a usual place of business at 1 Avenue A, Turners Falls, MA 01376, and the Franklin Regional Council of Governments, hereinafter called "FRCOG", doing business at 12 Olive St. Ste 2, Greenfield, MA 01301. This agreement is effective as of July 25, 2024 or date of last signature, whichever is later.

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

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

ARTICLE 1 ENGAGEMENT OF THE TOWN

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

The FRCOG may terminate this Agreement for nonperformance of the services required under this Agreement including the progress of work for such services. The FRCOG may also terminate this Agreement if funds from the MA Department of Public Health are not appropriated as planned for FY'26 and FY'27.

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

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

ARTICLE 2 – SCOPE OF SERVICES of THE TOWN

- Hire a facilitator to implement the Digital Equity for Seniors project, including: formal computer classes with laptops for the learners, regular tech help sessions, and public use computers at the senior center. The classes and the tech sessions will address areas of importance identified in year 1 of the Mass in Motion initiative: communication and reduction of isolation (e-mail, face-time, sharing photos and information), access to health care (portals), access to benefits and services (e.g. social security and Medicare), independence at home (on-line banking and retail).
- Convene small work group to work with town staff as needed to ensure that town planning and projects meet the needs of older adults. Work group may include the Selectboard, Council on Aging, older adults, Board of Health, Public Library, Planning Board. We are especially interested in the participation of anyone with lived experience of disability, discrimination, and/or food insecurity.
- Attend trainings and meetings organized by FRCOG that support age- and dementia-friendly efforts.

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

ARTICLE 3 – TIME OF PERFORMANCE

The time period covered under this agreement is from July 25, 2024-June 20, 2025, with the option to extend by amendment for two additional one year terms, pending appropriation of funds by the MA Department of Public Health.

ARTICLE 4 RESPONSIBILITIES OF THE FRCOG

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

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

FRCOG will provide up to \$4230 for FY'25 to support Town's age and dementia-friendly planning and implementation. Amounts for FY'26 and FY'27 depend on appropriation by the MA Department of Public Health for those years.

ARTICLE 5 PAYMENTS

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

First class transportation and alcohol expenses are prohibited.

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

The final invoice for this project shall be submitted to the FRCOG no later than June 30, 2025.

The amount to be paid to the Town in this Agreement shall in no event exceed **\$4,230** for FY'25. Amounts for FY'26 and FY'27 depend on appropriation by the MA Department of Public Health for those years.

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

ARTICLE 6 OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, creative materials and other information prepared by the Town under this Agreement. No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this Agreement is public property and cannot be copyrighted.

ARTICLE 7 SEVERABILITY & APPLICABLE LAW

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

ARTICLE 8 AMENDMENTS

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

ARTICLE 9 ASSIGNABILITY

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

ARTICLE 10 - CONFLICT OF INTEREST

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

ARTICLE 11 NON DISCRIMINATION

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

ARTICLE 12 INDEMNITY and INSURANCE

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

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

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

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

ARTICLE 13 FORCE MAJEURE

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

ARTICLE 14 GOVERNING LAW

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

ARTICLE 15 – VIOLATION OF LAW

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

ARTICLE 16 – AVAILABILITY OF FUNDS

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

ARTICLE 17: MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been

used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

ARTICLE 18- - ENTIRE UNDERSTANDING

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

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

For the TOWN OF Montague:

_____	August 19, 2024
NAME Richard Kuklewicz	Signature Date
TITLE Selectboard Chair	

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

_____	_____
Linda Dunlavy	Signature Date
Executive Director	

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator civilrights@frcog.org .

For FRCOG Use Only

Contract Reviewed by CPO: _____ Finance:cem, 7/31/24 Grant Line # 04-573__



ACCOUNTS PAYABLE BY EFT AUTHORIZATION

†

I, _____, authorize the Franklin Regional Council of Governments (FRCOG) to automatically PAY amounts owed to me/my company directly to my/my company bank account.

Bank Name: _____

Bank Address: _____

Routing #: _____

Please check one: checking _____ or savings _____

Account#: To protect your account number, please phone 413-774-3167 x 111 with this information, do not email or leave voice message. If you would rather FRCOG call your office to complete your set-up, please indicate phone number:

Phone number: _____

Email address for payment notices: _____

For security purposes, never email your account number.

Signature: _____

Date: _____

Business Name: _____



TOWN OF
MONTAGUE
MASSACHUSETTS

TOWN HALL
One Avenue A
Turners Falls, MA 01376

DEPARTMENT OF PLANNING &
CONSERVATION
(413) 863-3200 ext. 112
Planner@montague-ma.gov

MEMORANDUM

TO: Selectboard
Walter Ramsey, Town Administrator
Chris Nolan, Assistant Town Administrator

FROM: Maureen Pollock, Town Planner

RE: Planning Department's Recommended Actions and Estimated Timeline for
Redeveloping the former Farren Care Center site, located at 330-340 Montague City Rd

DATE: August 15, 2024

Based on the Montague City Village study report findings and recommendations; and additional feedback received from various stakeholders (see below for stakeholder list), the Planning Department recommends the Town to pursue the following next steps with estimated timeline, in order to redevelop the former Farren Care Center site, located at 330-340 Montague City Road.

1. **April 2023-April 2024 (Montague City Village Center Study)** – Planning Department conducted [Montague City Village Study](#) to help envision uses and redevelopment strategies for site. Study includes 3 focus group meetings and 2 public forums.
2. **Fall 2023-Winter 2024 (Demo Building)** - Farren Care Center Inc. c/o Trinity Health demolish buildings
3. **June 2024 (Town takes ownership)** – Town takes ownership of 330-340 Montague City Rd (Parcel #12-0-044), 356 Montague City Rd (Parcel #12-0-044A), and 0 Montague City Rd (Parcel #12-0-051)
4. **April 2, 2024 (Planning Board review/recommendations)** - Planner presents 'Montague City Village Study' report findings and recommendations to the Planning Board for further discussion and to seek guidance on next steps.
 - a. **Planning Board recommendations:** (1) establish a working committee to focus on redevelopment of the site and hire a development consultant for assistance; (2) explore possible zoning amendments necessary to re-develop the parcel in support of residential and non-residential uses on the site. Possible zoning amendments may include, but not limited to: permitted uses, dimensional regulations, and design standards.
5. **April 22, 2024 (Selectboard review/recommendations)** - Planner presents 'Montague City Village Study' report findings and recommendations to the Selectboard for further discussion and to seek guidance on next steps. Review Planning Board recommendations
 - a. **Selectboard recommendations:** (1) establish a working committee to focus on redevelopment of the site and hire a development consultant for assistance; (2) explore possible zoning amendments necessary to re-develop the parcel in support of residential and non-residential uses on the site. Possible zoning amendments may include, but not limited to: permitted uses, dimensional regulations, and design standards.
6. **June 5, 2024 (Submittal of grant application to assist with re-zoning)** – Planner submits Community Planning Grant application to Executive Office of Housing and Livable Communities (EOHLC) for technical assistance for possible zoning amendments necessary to re-develop the parcel in support of residential and non-residential uses on the site. Possible zoning

amendments may include, but not limited to: permitted uses, dimensional regulations, and design standards.

- a. Notification of Award - September 2024
 - b. Anticipated Contracting - October/November 2024
7. **September/October 2024 (Establishing working group)** – Planner solicits interest for community members to join a working group that will meet quarterly in assisting and guiding decision-making for redevelopment of the sites.
- a. Possible working group members:
 - i. 1 member from the Planning Board
 - ii. 1 member of the Economic Development and Industrial Corporation (EDIC)
 - iii. 1 member from the Historical Commission
 - iv. 2 community from Montague City Village
 - v. 2 community members who have experienced difficulty with housing, paying for food, accessing transportation, experience language barriers, experience architectural barriers, have limited resources due to age [young or old], etc.; or 2 community members that directly serve Montague residents with the lived experiences described above and has a good understanding of community needs
8. **November/December 2024 – June 2025 (work on zoning amendments)** – Pending approval of the grant, Selectboard signs contract with consultant to assist with zoning amendments. Project will take ~ 6 months. Proposed zoning amendments should be ready for Town Meeting vote by mid-summer 2025. The Selectboard may wish to hold a Special Town Meeting in either August/September 2025 for the approval of proposed zoning amendments.
9. **November/December 2024 – June 2025** – Planner recommends the Town to do the following action concurrently of the re-zoning process:
- a. **Pre-Development Activities/Due Diligence Work:** Assess infrastructure capacity for site and potential development. Have a civil engineer assess infrastructure capacity for site and potential development. This study could study the existing soil types, phase II, wetlands, water/sewer, green energy capacity for electricity and solar, stormwater – this study will guide the density and perhaps building heights. The geo-tech reports would determine how high the building could be. A taller building requires less land for the building footprint. The available land will be needed for parking and stormwater management. Vision vs Reality.
 - i. Planner is obtaining cost estimates. Dependent on the cost estimate, the Selectboard may wish to use ARPA funds or pre-development funds from Farren Care Center Inc. c/o Trinity Health to pay for this work.
10. **Fall 2025 (Subdivide parcel)** – The above steps will shape desired neighborhood form and design standards and guide dimensional requirements for zoning. Pending zoning amendment approvals at Town Meeting and by MA Attorney General’s Office, the Town may wish to subdivide the parcel through the Planning Board endorsement of an Approval Not Required (ANR).
11. **Fall 2025 (Land disposition)** - Through the approval of Town Meeting, Town needs to declare the land surplus. This step is required before the release of a possible Request for Proposal (RFP)
12. **Fall 2025/Winter 2026 (RFP)** – The Town should build consensus on development goals for each RFP. Recommend releasing multiple RFPs to facilitate a phase development approach and accommodate staff capacity. Prepare draft Land Disposition Agreement.
13. **June 2026 (MassWorks or HousingWorks)** - once a developer is selected, the Town may wish to leverage the proposed development in seeking funds to pay for constructing public infrastructure improvements for the site, i.e. constructing the public right-of-way, including sidewalk, bike lane, road; and connecting sewer and water to each new building. Towns often

seek funds via the State's MassWorks Infrastructure Program. *Applications are due in June of each year.

14. **Summer/Fall 2026 (Entitlement & Permitting)** – Developer secures required local and state approvals.
15. ***** Continue public engagement throughout all steps****

The steps below are not the responsibility of the Town.

1. Finance the project
2. Construction – build!
3. Occupancy – For residential with deed-restricted affordable housing, a lottery is conducted for first lease-up.

Here is the list of various local, regional, and state stakeholders the Planning Department reached out to for additional feedback:

- Christine Madore, [Mass Housing Partnership](#)
- Ben Murphy, [MassDevelopment](#)
- Juan Vega, [Executive Office of Economic Development \(EOED\)](#)
- Alyssa Larose, [Rural Development Inc.](#)
- Laura Baker, [Valley Community Development \(Valley CDC\)](#)
- Wayne Feiden, former Northampton Planning Director ([Village Hill Project](#))
- Carolyn Misch, Northampton Planning Director ([Village Hill Project](#))
- Paul St. Pierre, [Massachusetts Office of Business Development \(MOBD\)](#)
- Rick Sullivan, [WesternMass Economic Development Council](#)
- Jessica Atwood, [Franklin Regional Council of Governments \(FRCOG\)](#)



Board of Selectboard 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: Britt Ruhe

Address of applicant: 59 Granby Heights, Granby MA 01033

Phone # of applicant: 413.230.8146

Name of organization: Common Wealth Murals

Name of legally responsible person: Britt Ruhe

Location of assembly: Shea Theater Parking Lot and 2nd Street Alley from Avenue A to back of Shea Theater

Date of assembly: Aug 23, 2024 – Sept 12, 2024

Time of assembly: Begin: 7AM End: 8PM

Number of expected participants: 1 – 3 people and an aerial lift(for a mural installation)

If a procession/parade:

Route: _____

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: _____

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$2Million Group.

***** Signatures:

Police Chief: _____ Date: _____

Comments/Conditions: _____

Board of Selectboard, Chair: _____ Date: _____

Comments/Conditions: _____



Town of Montague

Clean Water Facility
34 Greenfield Road
Montague, MA 01351-9522

(413) 773-8865
FAX:(413) 774-6231

August 14, 2024

Selectboard, Town of Montague
Montague Town Hall
1 Avenue A
Montague, MA 01376

Re: Recommendation to appoint Mary Sue Campbell, CWF Administrative Assistant

Dear Members of the Selectboard/Personnel Board:

As I will be away on vacation the week of August 19th, I am writing to formally recommend Mary Sue Campbell as the CWF Administrative Assistant.

Miss Campbell has gained experience throughout her career in the office/administrative setting and comes with familiarity with general office management, accounts receivable, billing, invoicing, answering phones, customer service, and using work order systems as required in the *Essential Functions* of the CWF Administrative Assistant job description.

We interviewed three outstanding applicants, and although it was a hard decision, we found Miss Campbell to be the best suited for the position. Her anticipated start date is August 26th, 2024.

Thank you for your time and consideration with this recommendation.

Sincerely,

Chelsey Little
Superintendent
Montague Clean Water Facility

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # _____

Board Authorizing Appointment: Selectboard Meeting Date: 8/19/2024

Authorized Signature: _____

Board Authorizing Wages: Selectboard Meeting Date: 8/19/2024

Authorized Signature: _____

General Information:

Full name of employee: <u>Mary Sue Campbell</u>	Department: <u>CWF</u>
Title: <u>Administrative Asst.</u>	Effective date of hire: <u>8/26/2024</u>

New Hire:

Permanent: <u>X</u> Y _____ N	If temporary, estimated length of service: _____
Hours per Week: <u>40</u>	Union: <u>NAGE</u>

Wages:

Union: <u>NAGE</u>
Wages: Grade <u>B</u> Step <u>4</u> Wage Rate: <u>\$21.28</u> (annual/ <u>hourly</u>)
Notes:

Copies to:

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



Town of Montague

Clean Water Facility
34 Greenfield Road
Montague, MA 01351-9522
cwf.supt@montague-ma.gov

(413) 773-8865
FAX: (413) 774-6231

August 6, 2024

Mary Sue Campbell
Deerfield, MA 01342
marysuzanna83@gmail.com

Dear Miss Campbell,

The Town of Montague is pleased to offer you the position of **Administrative Assistant** at the Clean Water Facility.

Attached, please find a copy of the NAGE Union Contract, where you will find benefit information. The NAGE Union Grade B pay scale for the position is between \$19.76 and \$24.31, and the facility would like to offer you **Step 4, at \$21.28/hour**, based on your time working in accounts receivable and general office administration, where you gained experience with preparing billing, posting invoices, answering phones, and working with service work orders as required in the *Essential Functions* of the Administrative Assistant job description.

The position is 40 hours per week, **Monday-Friday** with some flexibility allowed for start and end times as agreed upon with the department head. (For example, 7am-3pm, 7:30am-3:30pm, 8am-4pm, etc.)

We look forward to receiving your decision for the offer by **August 8th, 2024**. If you accept the position, please let us know if the previously discussed start date of August 26th still works for you.

Please note that your appointment is conditional based on the results of your background check, pre-employment physical, and completion of a mandatory probationary period.

Please feel free to contact me with any questions in the meantime. I look forward to hearing from you.


Chelsey Little, BSBS MPH
Superintendent

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # _____

General Information:

Full name of employee: <u>Jordan Livingston</u>	Department: <u>MPD</u>
Title: <u>911-Dispatcher</u>	Effective date of change: <u>8-19-24</u>

New Hire:

Permanent: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	If temporary, estimated length of service: _____
Hours per Week: <u>Per-diem</u>	Union: <u>N/A</u>
Pay: Grade _____ Step _____	Wage Rate: <u>25.00</u> (<u>hourly</u>)
Board Authorizing: _____	Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____
Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)
Notes: _____

Termination of Employment:

Resignation: _____	Retirement: _____	Involuntary Termination: _____
--------------------	-------------------	--------------------------------

Other:

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
_____ Other/Specify: _____	

Copies to:

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

Name: John Letourneau

MONTAGUE APPOINTED OFFICIAL

NAME: John Letourneau

DATE: 8/19/2024

COMMITTEE: GAS & PLUMBING INSPECTOR

TERM: 1 YEAR

TERM EXPIRATION: 6/30/2025

SELECTMEN, TOWN OF MONTAGUE TERM STARTS: 08/20/24

John Letourneau personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the GAS & PLUMBING INSPECTOR according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

From: Christopher Sawyer-Laucanno

Sent: Monday, August 12, 2024 4:35:49 PM

To: Janel Nockleby; Jen Viencek; David Brule; Maureen Pollock

Subject: Resignation

Commissioners

With great regrets, I submit, due to health reasons, my resignation from the Commission.

Onward for you all.

Chris

	A	B	C	D	E	F	G
1	Date	Time	Address	Wind Direction	Observation	Strength of Odor	Length of observation
2	3/26/2024	12:46	Ja'Duke, 110 Industrial Blvd	unknown	strong odor of pot outside the facility	5 ("strong")	unkown
3	3/26/2024		Ja'Duke, 110 Industrial Blvd	unknown	Health Director walked thru Ja'Duke parking lot along Industrial Blvd nearest Flower Power and odor was observed intermittently, not particularly pungent or strong but was present	unknown (not "pungent" or "strong" but present)	unknown
4	3/28/2024	15:42	Ja'Duke, 110 Industrial Blvd	unknown	Report of odor being back	unknown	unknown
5	4/4/2024		Health Director Visit Industrial Blvd	unknown	Health Director observed a strong odor of marijuana at full speed with windows up, closest facility at that time was Farmacy 253	5 ("strong")	unknown
6	4/11/2024	9:04	Ja'Duke, 110 Industrial Blvd	unknown	complaint was received stating strong odor of marijuana at rear of Ja'Duke property	5 ("strong")	unknown
7	4/11/2024	10:10	Ja'Duke, 110 Industrial Blvd	unknown	Health Director visited Ja'Dukes property and observed a slight odor nearest Industrial Blvd at the rear of the property, it was raining steadily. Continued traveling along Industrial Blvd the odor was clearly observable closest to Flower Power	1 ("slight")	unknown
8	4/15/2024	10:15	Ja'Duke, 110 Industrial Blvd	unknown	reports of an odor beginning outside and circling building	unknown	unknown

	A	B	C	D	E	F	G
9	5/7/2024		Health Director Visit Industrial Blvd	unknown	Health Director was driving by Industrial Blvd on Millers Falls Rd and observed a strong odor of marijuana from the mobile park until Industrial Blvd, traveling at approximately 45 mph w/windows down, odor was in excess of anything observed before	5 ("strong")	unknown
10	5/8/2024	11:05	Ja'Duke, 110 Industrial Blvd	unknown	Email received stating there was a strong odor detected at their business	5 ("strong")	unknown
11	5/18/2024	18:45	Ja'Duke, 110 Industrial Blvd	unknown	email received stating strong odor of marijuana stating it occurred during one of their events with 100's of people attending	5 ("strong")	unknown
12	6/3/2024	9:48	Camp 8E First Light Camps	unknown	On 6/2/24 @ 9 pm had to close all windows & doors due to high level of marijuana odor coming from Flower Power	5 ("high")	unknown
13	6/4/2024		Health Director		Health Director utilized the CCC website to contact them regarding the odor complaints received		
14	6/5/2024	18:18	Camp 14E First Light Camps	unknown	odor from grow facility is impacting their camp & neighborhood	unknown	unknown
15	6/6/2024		Camp 11E First Light Camps	unknown	Had birthday party w/family & grandchildren over & odor was strong and had to move the party indoors	5 ("strong")	unknown

	A	B	C	D	E	F	G
16	6/6/2024		Camp 8E First Light Camps	unknown	on 6/7/2024 in the afternoon there was a report of high level of marijuana odor at camp, also observed steam emitting from Flower Power; Complainant states had to depart the area for the afternoon hours as the odor was making spouse nauseous	5 ("high")	unknown
17	6/10/2024	11:10	Camp 14E First Light Camps	unknown	odor reported at camp	"medium"	unknown
18	6/10/2024	12:07	Camp 14E First Light Camps	unknown	odor on walk on Industrial Blvd	"medium"	unknown
19	6/10/2024	15:44	Health Director Visit Industrial Blvd	unknown	Health Director did not observe any odor from the Street outside Flower Power, did not see steam being released	0	unknown
20	6/10/2024	15:46	Health Director Visit Industrial Blvd	unknown	Health Director did not observe any odor from the street adjacent to Mayhew Tools and across from Ja'Dukes rear receiving entrance, windy conditions	0	unknown
21	6/14/2024	9:00	Camp 14E First Light Camps	unknown	light marijuana odor along the rivers edge upstream from facility	1 ("light")	unknown
22	6/15/2024	11:12	Camp 14E First Light Camps	unknown	walking on road and loop of Industrial Blvd marijuana odor is present on entire walk, low level	1 ("low")	unknown
23	6/16/2024	20:46	Camp 8E First Light Camps	unknown	report of high level of marijuana odor, had to close windows on property to be able to sleep without getting nauseous	5 ("high")	unknown
24	6/17/2024		Camp 11E First Light Camps	unknown	strong odor coming from Flowerpower	5 ("strong")	unknown

	A	B	C	D	E	F	G
25	6/17/2024	15:15	Camp 8E First Light Camps	unknown	report of a medium level of marijuana odor	"medium"	unknown
26	6/18/2024	15:00	Camp 8E First Light Camps	unknown	report of a high level marijuana odor	5 ("high")	unknown
27	6/21/2024	19:15	Camp 8E First Light Camps	unknown	report of high levels of marijuana odor & steam emitting from the building, as you get closer to the steam odor becomes stronger	5 ("high")	unknown
28	6/22/2024	8:15	Camp 14E First Light Camps	unknown	out walking and halfway out on 1/2 mile rd through woods, observed low level marijuana smell, present around the entire loop of the blvd	1 ("low")	unknown
29	6/24/2024		Health Director		Health Director attended SB meeting to discuss		
30	6/24/2024	11:30	Camp 14E First Light Camps	unknown	canoeing along the river shoreline of Turners Falls, just up the river from Camp 14E approximately 1 plus miles away from the grow center, breezy at time could smell low level of marijuana	1 ("low")	unknown
31	6/26/2024		Health Director Visit Industrial Blvd		Health Director met w/ Ezra Hagerty & John Stobierski to tour facility and look at operations		
32	7/5/2024	16:45	Camp 14E First Light Camps	unknown	medium level of odor on Industrial Blvd as well as a 1/4 mile down private road to cottage	"medium"	unknown
33	7/8/2024		Camp 14E First Light Camps	unknown	Camp resident reported high level of odor on Industrial Blvd & Camp Access Rd	unknown	unknown

	A	B	C	D	E	F	G
34	7/8/2024	8:30	Camp 14E First Light Camps	unknown	walking on road and around the Industrial Blvd loop, marijuana odor was very high level	5 ("very high")	unknown
35	7/8/2024	8:46	Ja'Duke, 110 Industrial Blvd	unknown	Email received stating strong odor at rear of facility (playground); Flower Power responded could not find any odor but they are harvesting	5 ("strong")	unknown
36	7/8/2024	11:45	Health Director Visit Industrial Blvd	unknown	Health Director visited Ja'Duke and did not observe odor	0	unknown
37	7/8/2024	11:46	Health Director Visit Industrial Blvd	unknown	Health Director traveled to Industrial Blvd nearest Flower Power and immediately noticed a light odor of cannabis & the deodorizing aerosol used by Flower Power	unknown	unknown
38	7/10/2024	9:30	Camp 14E First Light Camps	unknown	Walking by flower power and odor is so strong today, can smell in the woods while walking down road to return home	5 ("so strong")	unknown
39	7/19/2024	10:40	Ja'Duke, 110 Industrial Blvd		The teachers on the toddler playground (outback closest to the road) have just notified me of a strong odor of cannabis.	"Strong"	unknown
40	7/22/2024	8:30	Ja'Duke, 110 Industrial Blvd	unknown	There was a strong odor of marijuana on the playground this morning at 8:30am. One of our classrooms begins their day out there and they cut their outdoor time short because of the odor.	"Strong"	unknown

	A	B	C	D	E	F	G
41	7/23/2024	8:30	Ja'Duke, 110 Industrial Blvd	unknown	We had an odor of marijuana out front and in the back parking lot this morning.	Unknown	unknown
42	7/23/2024	11:00	Ja'Duke, 110 Industrial Blvd	unknown	We had a strong odor on the playground and out front at 11am today. We had children on the playground at this time.	Strong	Unknown
43	7/26/2024	9:53	Ja'Duke, 110 Industrial Blvd	unknown	Multiple teachers with children on the playground alerted me of a large odor of marijuana.	(3/3)	unknown
44	7/26/2024	10:55	Ja'Duke, 110 Industrial Blvd	unknown	Multiple teachers with children on the playground alerted me of a large odor of marijuana.	(3/3)	Uknown
45	7/26/2024	19:26	Camp 8E First Light Camps	unknown	There is a strong Marijuana odor this evening down at our camp. There has been other events over the last few weeks, but I haven't taken any action to reach out to you.	Strong	Unknown
46	7/26/2024	11:00P M	Camp 8E First Light Camps	unknown	Marijuana odor was so strong we had to close all the windows on our river home. This is particularly disturbing because tonight was one of the first nights the ongoing humidity trend ended. We were looking forward to shutting the air-conditioning off and enjoying fresh air with the windows open for the night.	Strong	unknown ~ at least 3 h 34m

	A	B	C	D	E	F	G
47	7/26/2024		Camp 11E First Light Camps	unknown	We continue to have many days where we have a strong odor . Last night was very strong where we had to shut all the windows. One night last week we were on our dock And the odor was strong at the river	Strong	unknown
48	7/27/2024	7:30	Camp 8E First Light Camps / On River	unknown	Out fishing in the river this morning (7:30am) marijuana smell very apartment as far as Schuetzen Verein accross the river.	unknown	unknown
49	7/28/2024	17:00	Camp 8E First Light Camps	unknown	Strong marijuana odor today at 5pm at the our place in the river.	Strong	unknown
50	7/29/2024	15:45	Ja'Duke, 110 Industrial Blvd	unknown	As I was leaving work...there was an odor of marijuana at the front of the building. This was also pick up time for childcare.	unknown	unknown
51	7/29/2024	Unkno wn	Camp 11E First Light Camps	unknown	very strong odor in evening, lower level odor in morning	very strong	unknown
52	7/30/2024	19:46	Camp 11E First Light Camps	unknown	very strong odor in evening, lower level odor in morning	very strong	unknown
53	8/1/2024	7:00	Ja'Duke, 110 Industrial Blvd	unknown	Large odor of marijuana. Smells bad. Children and families should not have to smell this during drop off.	Large	unknown
54	8/2/2024	7:40	Ja'Duke, 110 Industrial Blvd	unknown	Large odor of marijuana. Smells bad. Children and families should not have to smell this during drop off.	Large	unknown
55	8/2/2024	7:52	Ja'Duke, 110 Industrial Blvd	unknown	update; also smells out back	Strong	unknown

	A	B	C	D	E	F	G
56	8/2/2024	20:00	Ja'Duke, 110 Industrial Blvd	unknown	Large odor of marijuana. We were preparing for an event	Large	unknown
57	8/3/2024	19:20	Camp 8E, First Light Camps	unknown	Strong marijuana odor down at or river house this evening 7pm. Embarrassing our daughter and grandson was here asking what was the strong smell. We are indoors since the odor was so strong	strong	unknown
58	8/3/2024	20:19	Ja'Duke, 110 Industrial Blvd	unknown	After finishing our production of Aladdin Jr, there was a large odor of marijuana in the front and rear parking areas. There were multiple complaints from our patrons who were attending the show. This is unacceptable, especially after a family driven event, one that included lots of children! Large odor of marijuana. Witnessed by many patrons exiting the theater.	Large	unknown
59	8/4/2024	13:00	Camp 8E, First Light Camps	unknown	Moderate marijuana odor today	Moderate	unknown
60	8/6/2024	11:41	Camp 14E First Light Camps	unknown	I was away for a few weeks and now I am back. Odor detected on my road this morning at 11:30 AM. Low level but detectable.	low	unknown
61	8/6/2024	10:00	Ja'Duke, 110 Industrial Blvd	unknown	Large odor of marijuana. Children were on the playground	Large	unknown
62	8/8/2024	8:45	Ja'Duke, 110 Industrial Blvd	unknown	Large odor of marijuana. Drop off is occurring	large	unknown
63	8/12/2024	7:15	Ja'Duke, 110 Industrial Blvd	unknown	There is a large odor of marijuana during drop off. Parents are concerned.	large	unknown

	A	B	C	D	E	F	G
64	8/13/2024	17:00	Ja'Duke, 110 Industrial Blvd	unknown	Large odor of marijuana. Pickup was occurring.	large	unknown
65	8/13/2024	9:00	Camp 14E First Light Camps	unknown	I had a moderate odor of marijuana a half mile away, encompassing my yard.	moderate	unknown

Meeting Day of Town Meeting

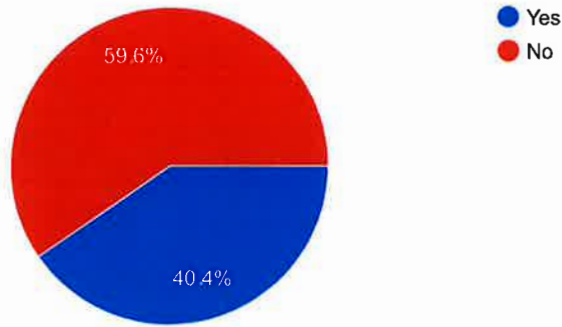
52 responses

[Publish analytics](#)

Should we continue meeting on the 1st Saturday in May?

 Copy

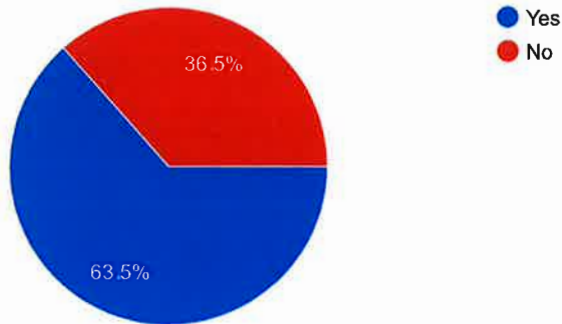
52 responses



Should we change the day of Annual Town Meeting to the 2nd Wednesday evening in May, with unfinished business to be held the next night?

 Copy

52 responses



What convenience could we provide to secure your participation at the Annual Town Meeting?

No Lunch, bottled water only, thank you

Stay on Saturday, I work on Wednesday

saturday's can be difficult. or make them accessible via zoom

N/A I can participate either day. However evenings are easier to balance with life activities.

Both options are fine for me. While Saturday is preferable from a personal convenience standpoint, I support whatever is best for achieving quorum and will attend either way. I'm a little skeptical that if business carries over to a second night (which I would think may often happen), attendance on the second night would be as great as the first. But it may well be that evenings are vastly easier for most TM members -- they know their lives better than I do! So I've voted "yes" to both questions (the survey allowed this...), just wanting to support whatever is best for the town (I don't think my availability is predictably greater one way or the other).

This is no criticism of the moderator, but going forward perhaps a firmer hand in facilitating discussion that is not relevant to an article would make the meetings more efficient.

I will participate either way, which is why I said yes to both.

Snacks allowed in auditorium or meet in a snack-friendly space like cafeteria.

childcare and transportation

Food

Lunch

I think if the change to the 2nd wednesday evening took place. There would need to be a hard cut off for how late it goes. The concern of doing it on a Wednesday evening is if it starts at 5pm and goes later than 10pm (I've rarely attended an annual town meeting that has been less than 6 hours) it's a very long day for people, myself included, who work during the day. The consideration of adding a dinner break in there, as there is a lunch break on Saturdays would only extend the time. I would not want to be at an annual town meeting later than 930pm on a week night. I'm also less likely to attend 2 days in a row in the case there is unfinished business. I would also be concerned that there may not be a quorum on the 2nd day.

Having it midweek helps

food and coffee

Meal or snacks/coffee

Have meetings in the evening

I prefer Saturday and will set aside the date until it is changed.

I put "first Saturday in May" on my calendar and feel this is better than the split-session alternative because it focuses attention on the warrant. A split meeting requires members to block off TWO evenings, with child care, which worsens the quorum problem. Furthermore, decisions reached late in an evening may reflect less thought than day-time meetings, as well as raising travel concerns for some members. The answer to quorum issues is better recruitment of candidates, not spreading the meeting over a longer period.

I would need a ride as I don't drive at night and have been unable to attend any that are at night. One night it was raining which makes it even more impossible for me to see. If it were only at night I would not be able to be a town meeting member. I also have to be up early for work on Thursday which makes Wed. impossible for me even if you could arrange transportation.

Not for me, but I know that transportation from downtown would help increase participation.

Nothing

Length. 8-1/2pm

Not for me, but for folks with kids providing childcare could allow participation

Check that the meeting does not conflict with religious holidays

Bottle water

Facilitate pre-meeting organization of citizen subject groups around issues (groups of items). Facilitate pre-meeting submittal of questions about issues. Most important-facilitate digital in-person voting (an app) because negative votes by voice are invariably drowned out.

No problem with meeting. One day is okay. Staying 6hours Wednesday, no, no.

I don't require any particular convenience.

None

dinner

A text reminder would be great

Limit the number of town meetings a year and limit the warrants that need to be heard

I would rather have a Saturday am meeting, until 12:30 or 1:00 finishing the rest of the meeting on the next Wed evening. I would not give up 2 lengthy evening times in a row at about 4 hours each, considering the length of Saturday meetings in the past.

Bottled water

Town Meeting is a commitment. People

Who sign up should stick to their commitment. I admittedly am currently being a hypocrite as I've missed some ATMs in the past. Nonetheless it shouldn't be the towns obligation to sweeten the deal.

If members don't make at least 1 meeting per year there should be booted off. That's the change I would like to see in the bylaws.

MASSACHUSETTS TECHNOLOGY COLLABORATIVE

Digital Equity Implementation Grant Agreement

Between Massachusetts Technology Collaborative and Town of Montague

This Federally Funded Grant Agreement and any Attachments and Exhibits hereunder (collectively the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative ("MassTech"), an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581, and Town of Montague, with a principal place of business at One Avenue A, Turners Falls, Montague, Massachusetts, 01376 ("Participant" or "Town of Montague"), together the Parties. This Agreement shall govern certain activities and responsibilities to be carried out by Participant on behalf of MassTech, a subrecipient of the Commonwealth of Massachusetts.

Whereas, the Commonwealth of Massachusetts received an award from the United States Treasury pursuant to the provisions of the American Rescue Plan Act ("ARPA"); and

Whereas, MassTech has been awarded a sub-grant for the Digital Equity Implementation Program (the "Program") from the Commonwealth of Massachusetts Executive Office of Economic Development ("EOED"), funded from the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Fund established under ARPA, Catalog of Domestic Federal Assistance ("CDFA") Number 21.027, Federal Award Identification Number ("FAIN") SLFRP1025, with a project period of July 1, 2022 through December 31, 2026 (the "MassTech Subaward"); and

Whereas, MassTech and Participant desire to enter into a grant agreement under which Participant may perform certain activities as described herein that carry out a public purpose that support the Program of MassTech, and does not provide consideration for the acquisition of real, tangible, or intellectual property or services for the awarding entity's direct benefit or use.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Compliance with Prime Award and Commonwealth Terms**

MassTech shall provide a grant of funds and Participant shall perform all activities funded by this Agreement in accordance with: (i) the Statement of Work attached hereto as Exhibit 1 ("Grant Activities"); (ii) the Approved Budget and Budget Spreadsheet, attached hereto as Exhibit 2 and Exhibit 2A, (iii) the Invoice Certification Form attached hereto as Exhibit 3; and (iv) the Commonwealth of Massachusetts Coronavirus State Fiscal Recovery Funds Terms and Conditions as Exhibit 4. Participant agrees that upon the request of MassTech it will negotiate in good faith with MassTech to incorporate additional provisions to the Exhibits herein or to change provisions hereof, as MassTech may reasonably deem necessary, in order to comply with the terms of this Agreement and any amendments thereto. If any such amendment to this Agreement causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, an equitable adjustment shall be negotiated between the parties. Participant reserves the right to return any unused funds granted under the Agreement if the parties enter a signed amendment within a reasonable time and terminate the Agreement.

2. **Period of Grant Activities and Termination**

- a) This Agreement shall take effect on the date of last signature (the “Effective Date”) and shall remain in effect for one (1) year from the Effective Date (the “Term” or “Period of Performance”).
- b) MassTech may terminate this Agreement or any part hereof by written notice to the Participant, should 1) EOED terminate the Project, as defined in the SOW, or any part thereof; or 2) Participant breaches the terms of this Agreement. The Parties will negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the Parties as a result of termination. MassTech may terminate this Agreement in the event of an unforeseen public emergency or other change of law mandating immediate MassTech action inconsistent with performing its obligations.
- c) Award Closeout. Upon termination or expiration of this Agreement, Participant shall deliver the Deliverables defined in the SOW that shall be the form and content of a report of Grant Activities for which funds are granted. MassTech shall make payments for cost reimbursement for grant expenditures of the Participant compliant with the Agreement. Final payment request(s) under this Agreement must be received by MassTech no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by MassTech after this date without authorization from MassTech. In consideration of the execution of this Agreement by MassTech, Participant agrees that acceptance of final payment from MassTech will constitute an agreement by Participant to release and forever discharge MassTech, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Participant has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Participant’s obligations to MassTech under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of MassTech. Such requirements shall include, without limitation, submitting final reports to MassTech and providing any closeout-related information requested by MassTech by the deadlines specified by MassTech.
- d) Sections 2(c), 5, 6, 8, 10, 13, 15, and 16 of this Agreement shall survive termination.

3. Notices

- a) All communications to MassTech regarding legal issues shall be emailed to MassTech General Counsel Jennifer Saubermann at saubermann@masstech.org.
- b) All communications regarding any other issues shall be emailed or delivered to the personnel specified in Section 2 of Exhibit 1 (the SOW), **Project Personnel**. Any notice hereunder shall be in writing and shall be effective (i) if dispatched by email and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting.

4. Timely Completion of Grant Activities

Participant acknowledges the timely completion of the Grant Activities and delivery of the Deliverables as provided under this Agreement is of the utmost importance to MassTech and its Program goals.

5. Participant’s Representations, Warranties and Certifications

As of the Effective Date, Participant hereby represents, warrants and certifies as follows:

- a) Participant is duly authorized to enter into this Agreement, and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Participant or any of its assets is bound.
- b) Participant and all Project Personnel of Participant are fully capable and qualified to perform the Grant Activities and Participant's other obligations hereunder, and have obtained all requisite licenses and permits to perform such obligations.
- c) Participant and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other local, state or federal governmental authorities applicable to or implicated by the subject matter hereunder without limitation.
- d) Participant and its employees are not employees, partners or joint-venturers of MassTech. Participant will be solely responsible for withholding and paying all applicable payroll taxes of any nature including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Participant has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch. 152.
- e) Participant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Participant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and Mass. Gen. Laws ch. 151B.
- f) Participant represents and warrants that all personnel performing work hereunder are eligible to work in the United States at the time of execution of this Agreement and that Participant has a continuing obligation to ensure such status during the term of the Agreement.
- g) Participant is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- h) Additional representations, warranties and certifications may be set forth in the SOW.

6. **Ownership of Intellectual Property, Data Rights, and Title**

Participant retains all legal rights in any property, including but not limited to intellectual, tangible, intangible, or data, that may be acquired with the funds granted under the Agreement. MassTech retains ownership of all Deliverables as set forth in Section 1 of the Scope of Work.

7. **Insurance**

To the extent the Participant does not participate in a self-insurance program, Participant shall obtain and maintain in effect through the term of this Agreement appropriate insurance

coverage for its activities hereunder including, but not limited to, comprehensive general liability insurance (bodily injury and property damage), workers' compensation, and liability insurance. At MassTech's request, Participant will provide MassTech with copies of the certificates of insurance evidencing such coverage. Additional insurance requirements may be specified under the SOW.

8. Indemnification

To the extent permitted under laws of the Commonwealth of Massachusetts, Participant shall indemnify, defend and hold harmless MassTech and its successors and assigns, and all of its officers directors, lenders, shareholders, beneficial owners, trustees, partners, affiliates, agents and employees from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, all damages and liability to the extent caused by, resulting from, or arising out of the intentional acts, negligent acts, errors, omissions, or allegations thereof, of Participant, its employees, agents or representatives in the performance of the services under the Agreement.

9. Damages Waiver

Excluding damages caused by negligence, intentional misconduct or breach of this Agreement, neither Party will be liable to the other or to any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including costs, in connection with the performance of any obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

10. Warranty Disclaimer

EACH PARTY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. Assignment and Subcontracting

Participant shall not assign or in any way transfer any interest in this Agreement without the prior written consent of MassTech, including subcontracting any services except as otherwise included in the SOW attached hereto.

12. Conflicts of Interest

Participant acknowledges that all MassTech employees are subject to the Massachusetts Conflict of Interest statute, located at Mass. Gen. Laws ch. 268A.

13. Record Keeping, Audit, and Inspection of Records

Participant's relevant financial records specific to this Agreement are subject to examination or audit by MassTech, the Commonwealth of Massachusetts, or the Federal Government for a period not to exceed three (3) years after payment of the final payment. MassTech, the Commonwealth of Massachusetts, or the Federal Government shall have direct access to sufficient records and information of Participant, to ensure full accountability for all funding under this Agreement. Such audit, examination, or access will be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.

14. **Publicity**

Concerning work hereunder, Participant shall get written consent from MassTech prior to issuing press releases, announcing events, or posting any signs or media directly related to this specific grant, and shall coordinate with MassTech to plan for any news conferences regarding this specific grant. In any media produced by Participant, Participant will not represent that positions taken or advanced by it represent the opinion or position of MassTech.

15. **Public Records**

As public entities, MassTech and Participant are subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus all documents and other materials made or received by MassTech and/or its employees are subject to public disclosure. Participant should not submit any information to MassTech that it does not want publically disclosed, and should assume that all submissions are subject to public disclosure without any prior notice, even if marked confidential. If Participant wishes to have MassTech treat certain information or documentation as confidential, Participant must submit a written request to MassTech's General Counsel specifying the type of information that the Participant wishes to be treated as confidential along with a detailed explanation of the statutory exemption(s) from the Public Records Law. MassTech's General Counsel is the sole authority within MassTech for making determinations on the applicability and/or assertion of an exemption to the Public Records Law.

16. **Choice of Law**

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts without regard to choice of law principles. Venue for all disputes arising from this Agreement, including but not limited to any mediation or arbitration commenced, shall be in Middlesex County, Massachusetts.

17. **Force Majeure**

Neither Party shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. This Agreement shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this Agreement may be terminated for convenience.

18. **Minority and Women Owned Businesses**

Participant shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. **Debarment and Suspension**

Participant shall not contract with any parties listed on the government-wide exclusions in the System for Award Management (SAM).

20. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Participants that are awarded an amount exceeding \$100,000 under this Agreement must

complete the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

21. **Monitoring**

Participant shall be subject to monitoring by MassTech to ensure compliance with all state and federal requirements that are flowed down under this Agreement, as well as any other provisions identified under the federal requirements or other state requirements. Participant shall be responsible for monitoring any subcontract it enters into with this federal funding. Participant understands and agrees that MassTech staff and authorized representatives may evaluate Participant's ability to complete the activities funded under this Agreement, through ongoing monitoring. As deemed appropriate by MassTech, their staff and authorized representatives may also conduct further reviews and site-visits during the Agreement term, which may include fiscal reviews. MassTech staff shall use interviews, inspection of files, site visits and direct observation to identify program areas of concern so that Participant can improve their productivity, efficiency, quality, and management capacity.

22. **American Made**

Participant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all contracts and sub awards hereunder.

23. **Fraud, Waste and Abuse**

Participant shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Agreement.

24. **Use of Funds**

Pursuant to 2 C.F.R. § 200.303, Participant shall establish effective control over, and accountability for, all funds, property, and other assets funded under this Agreement and assure that they are used solely for authorized purposes in alignment with this agreement and applicable federal guidelines.

25. **Diversity**

MassTech embraces a workplace where the values of diversity and inclusion support varying perspectives and backgrounds to produce a richer environment. MassTech expects Participants as well as all our consultants, contractors and vendors, to demonstrate a similar commitment and, pursuant to 2 C.F.R. § 200.321(a), take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If Participant will be subcontracting, affirmative steps must include at least the following six steps: 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; 5. Using the services and assistance, as

appropriate, of such organizations as the Small Business Administration and the Minority Business Development Page 18 of 25 Agency of the Department of Commerce; and 6. Requiring all subcontractors to take the same affirmative steps as listed in numbers 1 through 5.

26. **Accounting System**

Participant shall maintain an accounting system and supporting fiscal records that adequately identify the source and application of funds for federally-funded activities that are subject to audit and verification that all costs meet federal and state requirements.

27. **Prohibited Telecommunications Equipment or Services**

Participant shall use its best efforts to ensure that it will not knowingly use contract funds to purchase, or enter into contracts to purchase, any equipment, services, or systems that use prohibited telecommunications equipment or services as a substantial or essential component of a system subject to 2 CFR § 200.216.

28. **Amendments and Waivers**

The terms of this Agreement and any attachments thereto can be amended only through a written document executed by both Parties. Conditions, covenants, duties and obligations contained herein may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

29. **Severability**

Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.

30. **Headings**

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

31. **Counterparts**

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

32. **Entire Agreement, Attachments, Exhibits, Amendments and Order of Precedence**

The parties understand and agree that this Agreement and its exhibits and attachments supersede all other verbal and written agreements and negotiations by the parties regarding the matters set forth herein, are fully incorporated by reference, and can only be amended by written agreement of the parties. The following, including without limitation any schedules, milestones, deliverables, budgets, and other terms relative to the nature of the work to be performed, are attached and incorporated into this Agreement, without precedence:

- Exhibit 1 - Statement of Work

- Exhibit 2 - Approved Budget
- Exhibit 3 - Invoice Certification Form
- Exhibit 4 - Commonwealth of Massachusetts Coronavirus State Fiscal Recovery Fund Terms and Conditions

In the event of any conflict, the order of precedence shall be the Commonwealth of Massachusetts Coronavirus State Fiscal Recovery Fund Terms and Conditions, then the terms and Conditions of this Agreement and its Exhibits.

The Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative

Town of Montague

By: _____

By: _____

Name: _____

Name: Richard Kuklewicz

Title: _____

Title: Selectboard Chair

Date: _____

Date: August 19, 2024

Exhibit 1

Statement of Work Describing Grant Activities

Pursuant to the terms and conditions of the Agreement and this SOW, MassTech and Participant, agree as follows:

1. **Performance of Grant Activities, Deliverables, and Schedule**

Participant shall perform the agreed upon work in accordance with the specifications and Budget set forth below.

Performance of Grant Activities

The Town of Montague completed a Digital Equity Plan and will utilize funding for the Digital Literacy and Device Distribution focus areas. Funds will support the Gill Montague Council on Aging's existing efforts to enhance digital literacy for older adults.

Town of Montague staff will conduct the following activities:

Device Distribution

- Purchase laptops for digital literacy programming participants.

Digital Literacy

- Procure instructor and tech support as needed.
- Provide two (2) 6-week in-person digital literacy training classes for aging residents.
- Provide ongoing weekly tech support sessions at the senior center beyond the currently scheduled end of service in December 2024.
- Monitor and track outcomes, adjusting the program as needed.

The Town of Montague will report on metrics that align to the Digital Literacy and Device Distribution focus areas, in accordance with grant requirements.

Deliverables

Participant shall submit:

- A Mid-point Report which must include all Project activities the Participant and any subcontractors are engaged in, as well as Project progress, updates to project milestones, and impact as well as other information as set forth in the Municipal Digital Equity Implementation report template.
DUE: Six (6) months from the Agreement Effective Date
- Metrics in accordance with the Municipal Digital Equity Implementation Program metrics reporting template.
DUE: With the Mid-point Report
- A Final Report which must include:
 - a comprehensive report on all status, outcomes, lessons learned for all Project activities funded under this agreement, as well as any other information requested by MassTech
 - final metrics in accordance with the Municipal Digital Equity Implementation Program metrics reporting template.
 - documented success stories

DUE: Upon completion of the Project or Period of Performance end date, whichever is sooner

2. Project Personnel

Both MassTech and Participant have designated the following persons to serve as Project Manager to support effective communication between MassTech and the Participant and to report on the work's progress. Each party will endeavor to maintain the continuity of its respective project personnel.

For MassTech: Ariana Fielding (fielding@masstech.org) (508-870-0312)
 MassTech contact for invoicing: Julie Parenteau (parenteau@masstech.org) (508-870-0312)

For Participant: Maureen Pollock (maureenp@montague-ma.gov).

Written notice shall be provided to personnel at the email addresses set forth in this Section 2 in the event of any change in Project Personnel.

3. Payments and Invoices

I. Payment

- a) In consideration of Participant's performance of Grant Activities and delivery of reports in the form of Deliverables in compliance with the Agreement, MassTech shall pay Participant up to Twenty-Six Thousand One Hundred Ten and 00/100 Dollars (\$26,110.00) for allowable cost reimbursements, as further set forth in Exhibit 2 (Approved Budget). Said amount shall be the sole and complete payment to the Participant under this SOW. This is a cost reimbursement agreement and all costs incurred must be in line with the budget set forth in the Approved Budget.
- b) Participant shall be compensated on a cost-reimbursement basis for the performance of the Project. Notwithstanding the foregoing, MassTech expects that the costs invoiced will be proportional to the work completed by Participant as of the date of the invoice.
- c) MassTech will not reimburse for sales tax, interest, or other costs out of scope of this Agreement. In no case will MassTech reimburse the Participant in excess of the amount of funds obligated and allotted for payment by MassTech under this Agreement or by modification to this Agreement.
- d) All payments shall be considered provisional and subject to adjustment within the total not to exceed anticipated amount, in the event such adjustment is necessary as a result of a future audit finding.
- e) Budget Adjustments. Any variance between budget categories or other budget amounts and the invoiced amounts will be reviewed in accordance with MassTech's Budget Guidelines in effect at the time and must be approved by MassTech project personnel.
- f) MassTech shall have the right to recover from any payment previously made for amounts on preceding or pending invoices found by EOED not to be properly supported as payable to MassTech or not allowable in accordance with the Cost Principles contained in 2 CFR 200, Subpart E. Payments shall also be subject to reduction or setoff for overpayments made by MassTech to Participant.
- g) Notwithstanding any other provision of this Agreement, MassTech shall be obligated to make payments to the Participant only to the extent that MassTech is legally entitled to recover the items for which payment is made as allowable costs under MassTech's Agreement with EOED. This clause in no way obligates MassTech to provide payment for services not performed in accordance with the applicable SOW. Participant's total invoiced amount shall not exceed the Agreement obligated amount indicated herein.

II. Invoices

- a) Participant shall invoice MassTech at two milestones: (i) upon submission of the Mid-Point Report; and (ii) upon submission of the Final Report; for amounts incurred to date as of completion of those items and in accordance with the rates set forth in Exhibit 2.
- b) Invoices shall be addressed to MassTech personnel identified in Section 2, Project Personnel, of this SOW.
- c) Invoices must specify the billing period and must list costs by each budget line item and category for the invoice period. The invoice should be submitted along with the Budget and Invoice Spreadsheet template to show the cumulative amount billed to date against the approved budget.
- d) Participant's invoice shall be in a format consistent with the tasks set forth in Section 1 of this SOW. Invoices shall provide reasonable supporting documentation, including:
 - i. Invoice period of performance
 - ii. Description of the services provided
 - iii. Staff charges: for each employee, the name, title, number of hours worked and hourly rate by budget line item/task; and
 - iv. Direct charges: all direct costs shall be itemized on the invoice and supported by documentation such as vendor invoices, travel vouchers, expense receipts or other documentation as requested by MassTech. Mileage shall be reimbursed at no more than then applicable rates published by the Internal Revenue Service. Any and all claims for meal expenses shall represent actual, reasonable and necessary expenses and shall be supported by detailed, itemized receipts. MassTech will not be responsible for the payment or reimbursement of any alcoholic beverages.

4. **Access and Use**

Participant agrees that MassTech shall have the right to make use of and disseminate, in whole or in part the Deliverables defined in the SOW, and to use the information therein contained to produce summaries, case studies or similar information resources.

5. **Additional Requirements**

- a) A credit line and the MBI logo must appear in all published materials and announcements regarding the funded activity as follows: "This project was funded by the Massachusetts Broadband Institute at the MassTech Collaborative under the Municipal Digital Equity Implementation Program. Funding was provided by Massachusetts ARPA State Fiscal Recovery Funds."
- b) Participant shall use forms and materials established and provided by MassTech.

6. **Ownership of Intellectual Property**

a) Definitions

Deliverables: The term "Deliverables" shall mean deliverables as set forth in Section 1 of this SOW. Participant shall ensure that Deliverables do not contain any Custom Work Product or Participant Property.

Participant Property: The term "Participant Property" shall mean all pre-existing material and material created as Grant Activities that are not Deliverables or with funds received under the Agreement, including, but not limited to, any intellectual, tangible, and intangible property, data, products, software, materials and methodologies proprietary to Participant or provided by

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Participant and any trade secrets, know-how, methodologies and processes related to Participant's products or services.

Custom Work Product: The term "Custom Work Product", for purposes of the Copyright Act of 1976, 17 U.S.C. §§ 101-1332, shall mean all work items newly created on a "work made for hire" basis by Participant expressly on behalf of MassTech under this SOW. There will be no Custom Work Product created under this SOW.

b) Ownership and Licensing

MassTech shall own all right, title and interest in the Deliverables in their entirety, provided under this SOW. Participant shall retain ownership in all Participant Property as defined above. Participant understands that all Participant Property provided under this Agreement is subject to disclosure as set forth above in Section 11, Public Records.

7. Amendments, Exhibits and Attachments

All conditions, covenants, duties and obligations contained in this SOW and its exhibits and attachments may be amended only through a written amendment signed by both Parties.

Exhibit 2

Approved Budget

Initiative	Budget Category	Budget Line Item & Description	SUM of Line Item Budget
Public Space Internet	Direct Labor	Direct Labor:	\$0.00
		Fringe Benefits Rate:	\$0.00
	Direct Labor Total		\$0.00
	Subcontractors/Consultants		
	Subcontractors/Consultants Total		\$0.00
	Direct Materials		
	Direct Materials Total		\$0.00
	Travel		
	Travel Total		\$0.00
	Other Direct Costs		
	Other Direct Costs Total		\$0.00
	Indirect Costs	Indirect Costs	
	Indirect Costs Total		\$0.00
Public Space Internet Total			\$0.00
Wi-Fi Access	Direct Labor	Direct Labor:	\$0.00
		Fringe Benefits Rate:	\$0.00
	Direct Labor Total		\$0.00
	Subcontractors/Consultants		
	Subcontractors/Consultants Total		\$0.00
	Direct Materials		
	Direct Materials Total		\$0.00
	Travel		
	Travel Total		\$0.00
	Other Direct Costs		
	Other Direct Costs Total		\$0.00
	Indirect Costs	Indirect Costs	
	Indirect Costs Total		\$0.00
Wi-Fi Access Total			\$0.00
Connectivity for Economic Hardship	Direct Labor	Direct Labor:	\$0.00
		Fringe Benefits Rate:	\$0.00
	Direct Labor Total		\$0.00
	Subcontractors/Consultants		
	Subcontractors/Consultants Total		\$0.00
	Direct Materials		
	Direct Materials Total		\$0.00
	Travel		

	Travel Total		\$0.00
	Other Direct Costs		
	Other Direct Costs Total		\$0.00
	Indirect Costs	Indirect Costs	
	Indirect Costs Total		\$0.00
Connectivity for Economic Hardship Total			\$0.00
Digital Literacy	Direct Labor	Direct Labor:	\$3,600.00
		Fringe Benefits Rate:	\$0.00
	Direct Labor Total		\$3,600.00
	Subcontractors/Consultants		
	Subcontractors/Consultants Total		\$15,000.00
	Direct Materials		
	Direct Materials Total		\$6,500.00
	Travel		
	Travel Total		\$0.00
	Other Direct Costs		
	Other Direct Costs Total		\$0.00
	Indirect Costs	Indirect Costs	
	Indirect Costs Total		\$1,010.00
Digital Literacy Total			\$26,110.00
Device Distribution	Direct Labor	Direct Labor:	\$0.00
		Fringe Benefits Rate:	\$0.00
	Direct Labor Total		\$0.00
	Subcontractors/Consultants		
	Subcontractors/Consultants Total		\$0.00
	Direct Materials		
	Direct Materials Total		\$0.00
	Travel		
	Travel Total		\$0.00
	Other Direct Costs		
	Other Direct Costs Total		\$0.00
	Indirect Costs	Indirect Costs	
	Indirect Costs Total		\$0.00
Device Distribution Total			\$0.00
Education Outreach Adoption	Direct Labor	Direct Labor:	\$0.00
		Fringe Benefits Rate:	\$0.00
	Direct Labor Total		\$0.00
	Subcontractors/Consultants		
	Subcontractors/Consultants Total		\$0.00
	Direct Materials		
	Direct Materials Total		\$0.00
	Travel		
	Travel Total		\$0.00

	Other Direct Costs		
	Other Direct Costs Total		\$0.00
	Indirect Costs	Indirect Costs	
	Indirect Costs Total		\$0.00
Education Outreach Adoption Total			\$0.00
Grand Total			\$26,110.00

Exhibit 2A

Budget Spreadsheet

SEE EXCEL ATTACHMENT

Exhibit 3
Invoice Certification Form

Requisition Number:

Statement of Work Number:

I hereby attest that the amounts for which we are seeking funding for:

- Will be recognized on Participant's books;
- Will be used to cover expenditures for project costs that are allowable under, and consistent with, the terms and conditions of the Agreement including all applicable state and federal guidelines;
- Will be for costs that are reasonable and appropriately allocated to the project; and
- Are for costs that will not be reimbursed by any other funding source

To the best of my knowledge, Participant's subcontractors are complying with all terms of this agreement that are required to be flowed down through a Participants' grant agreement and are carrying out the Project scope in accordance with the terms of their agreement with Participant.

Certified by: _____
Organization

Signature of Authorized Signing Authority

Name and Title of Authorized Signing Authority

Date

Contact email and phone number

EXHIBIT 4

**Commonwealth of Massachusetts Coronavirus
State Fiscal Recovery Funds Terms and Conditions**

- a) Use of Funds.
- I. The Awarded Respondent will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- b) Period of Performance. The period of performance for this award will not extend beyond December 31, 2026.
- c) Maintenance of and Access to Records.
- I. The Awarded Respondent shall maintain records and financial documents sufficient to evidence compliance with any guidance provided by the Commonwealth.
 - II. The U.S. Treasury Office of Inspector General and the Government Accountability Office, the Executive Office of Administration and Finance, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awarded Respondent related to the RFQ in order to conduct audits or other investigations.
 - III. Records shall be maintained by Awarded Respondent for a period of five (5) years after all funds have been expended or returned to the Commonwealth, whichever is later.
- d) Conflicts of Interest. The Awarded Respondent understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Awarded Respondent must disclose in writing to the Commonwealth, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- e) Compliance with Applicable Law and Regulations.
- I. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury.
 - ii. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - iii. Awarded Respondent Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - iv. Generally applicable federal environmental laws and regulations.
 - II. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- f) False Statements. The Awarded Respondent understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- g) Protections for Whistleblowers.
- I. In accordance with 41 U.S.C. § 4712, the Awarded Respondent may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - II. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Awarded Respondent, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - III. The Awarded Respondent shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- h) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Awarded Respondent should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- i) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Awarded Respondent should encourage its employees, subrespondents, and contractors to adopt and enforce policies that ban text messaging while driving, and Awarded Respondent should establish workplace safety policies to decrease accidents caused by distracted drivers.

**SAMPLE CONTRACT
AGREEMENT FOR CONSTRUCTION
PROJECT UNDER C. 149**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Larochelle Construction Inc., with an address of 23 College St., Suite 8, South Hadley, MA 01075, hereinafter referred to as "Contractor", effective as of the 19th day of August, 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 the **Montague Center Library – Scrape, Repair, Paint Window Trim project**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing August 19, 2024 through October 31, 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 \$14,900.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

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

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

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

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.

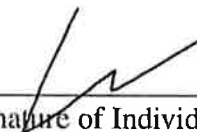
ARTICLE 15: COUNTERPARTS:

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, Danny S. Larochelle, 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.

013-82-6838
Social Security Number or
Federal Identification Number


Signature of Individual or
Corporate Name

By: Danny S. Larochelle - President
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



Richard Kuklewicz

Danny S. Larochelle
Printed Name and Title

Matt Lord

Chris Boutwell

Approved as to Availability of Funds:

_____ (\$ 14,900.00)
Town Accountant Contract Sum

APPENDIX A
WRITTEN SCOPE OF WORK

In accordance with M.G.L. Chapter 149, the Town of Montague will receive written proposals until 4:00 PM on Wednesday August 14 to perform rehabilitation and painting of the window trim on the Montague Center Library. 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 is currently seeking quotes for the repair, scraping, and repainting of the window trim on all four sides of the Montague Center Library, located at 17 Center Street in Montague, MA. Please note that the paint is currently lead. Additionally, the contractor will be responsible for providing their own lift or staging. Prevailing wage rates apply. See attached for photos from the four sides of the building, and note that the windows themselves have been replaced in the time since some of these were taken.

If you are interested, please contact Assistant Town Administrator Chris Nolan-Zeller at chrisn@montague-ma.gov if you have any questions. Feel free to request an on-site meeting, or stop by on your own to visit the site and review the windows personally to allow for the addition of epoxy repairs and wood replacement in the quote, as needed. We are hoping to select a contractor by mid-August for project completion this Fall.

We are accepting quotes online until 4:00PM on 8/14. This is an informal, rather than a sealed bid, so please provide a detailed quote with pricing information, and if there is anything else we need after we would be in touch.











Library Entrance

1869
Montague Center
LIBRARY

Old Town Hall 1838

SCHOOL BUS STOP HERE
JAN 27 - 28
BRUCE
WATSON
JAN 29



APPENDIX B
CONTRACTOR PROPOSAL RECEIVED



23 College St., Suite 8, South Hadley, MA 01075
P: 413-781-5651

August 13, 2024

Town of Montague
1 Avenue A
Turner Falls, MA 01376

We are pleased to provide a proposal for the Center Library Window Trim.

Scope of Work:

- Scrape, Repair, and Paint Window Trim on all 4 Sides of the Montague Center Library
- Lead Paint Abatement
- Lift and Staging
- Prevailing Wage Rates will Apply

Total Proposal Cost

\$14,900.00

Items Excluded from this Proposal

1. Permit
2. Temporary Egress
3. Hygienist
4. Overhead Power Line Safety/Flagging

ACCEPTANCE OF PROPOSAL

Agreement between Town of Montague, 1 Avenue A Turner Falls, MA 01376 (OWNER) AND Larochelle Construction Inc, 23 College St., Suite 8, South Hadley MA 01075 (CONTRACTOR).

Please Make The Following Changes or Clarifications

PAYMENT WILL BE MADE ON A TO BE DETERMINED SCHEDULE

The prices, specification, and conditions listed above are satisfactory and are hereby accepted. I authorize you to apply for a building permit, if required, on my behalf.

Customer Signature 1

Printed Name

Date

Customer Signature 2

Printed Name

Date



Except as specifically stated, this Proposal does not include any correction of existing concealed substandard framing; rerouting/removal of vents, pipes, ducts, structural members, wiring or conduits which may be discovered in the courses of removing wall ort cutting openings in walls; or removal and replacement of existing rot or insect infestation. If such repairs are discovered to be necessary once the construction is underway, such repairs will be undertaken on a time and materials basis only after consultation with the Owner. Failure by the owner to authorize necessary repairs may void applicable warranties.

We propose to furnish material and labor, complete in accordance with these specifications, for the above sum. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Our workers are fully covered by workers compensation insurance and are "OSHA 10" certified.
Our foremen are "OSHA 30" certified.
EPA Lead Safe Certified # R-1-19835-10-00192.

On private projects, Massachusetts Prompt Pay law requires property owners to make progress payments to Prime Contractors within 45 days after approval of invoice. The invoice must be approved or denied within 15 days. If payment is late according to Massachusetts Prompt Payment requirements, the state's general interest statute presumably applies, since this is a contract dispute. The general interest penalty is 12% per year.

Danny S. Larochelle, President
Larochelle Construction Inc.
License CS-069121
Registration 152467

ANY ADDITIONAL WORK MUST BE APPROVED BY THE OWNER IN WRITING PRIOR TO LAROCHELLE CONSTRUCTION COMMENCING WITH THE WORK. (ADDITIONAL WORK WILL BE BILLED AS FOLLOWS)

- 1. Labor at \$135.00/HR
- 2. Materials And Subcontractors at Cost + 20% Overhead
- 3. If Allowances are Exceeded Owner will be Billed at Additional Cost + 20% Overhead

ALL CHANGE ORDERS ARE DUE UPON RECEIPT OF THE BILLING

IF ALLOWANCES ARE EXCEEDED OWNER WILL BE BILLED AT ADDITIONAL COST PLUS 20%

Please note any corrections to your name or address. Also, please give us your email and phone numbers and the best times to reach you so we can keep you posted regarding our schedule.

Contact #1 Name: _____

Contact #2 Name: _____

Mobile Phone #: _____

Mobile Phone #: _____

Home Phone #: _____

Home Phone #: _____

Business Phone #: _____

Business Phone #: _____

Email: _____

Email: _____

THANK YOU FOR YOUR BUSINESS!



Office of the Town Administrator

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

walterr@montague-ma.gov

August 14, 2024

BY CERTIFIED MAIL

James and Justyne Arcoleo
108 Rivers Edge
Conway, MA 01341

BY CERTIFIED MAIL

James Arcoleo, Manager
50 Maple Street
Springfield, MA 01103

DEMAND TO DISCONTINUE TRESPASS AND ABATE PUBLIC NUISANCE

Dear Dr. Arcoleo,

I am writing on behalf of the Town of Montague Select Board (the "Board") to demand that you immediately take any and all actions necessary to discontinue your unlawful trespass onto Meadow Road in the Town of Montague and to abate the public nuisance created by the unlawful and unreasonable activities on your properties abutting said Meadow Road.

According to our records, you are the owners and/or operators of several parcels of land abutting Meadow Road, a public way in the Town of Montague. These properties contain two intermittent streams that flow from your properties and into the Connecticut River. To facilitate the flow of water from these streams, there are two culverts within Meadow Road that allow the water to flow under the Road and into the River. These culverts are located on Meadow Road, respectively 200 and 550 feet northerly of the intersection of Meadow Road and Old Sunderland Road. Both are at the rear of 209 Old Sunderland Road (Assessors Map 50 Lot 6). An aerial photograph depicting the approximate location of the culverts is enclosed herewith for your reference.

We have been informed that you have caused the clearing of a significant amount of vegetation from your properties abutting Meadow Road, and that you are continuing to do so. The vegetation removed from the properties was vital in preventing runoff of sediment into the culverts. Now that the vegetation has been removed, the culverts have clogged with dirt and other debris on multiple occasions, resulting in flooding on Meadow Road and creating a threat to public safety. As a result, the Town's Department of Public Works has had to clean out the culverts with increasing frequency, and it is estimated that this work has cost the Town \$6,451 to date.

By your unlawful and unreasonable use of your land, you are creating a trespass onto the public way through the diversion of water from the streams and onto Meadow Road and this trespass is creating a public nuisance and a threat to public safety by interfering with safe travel along the way.

Therefore, the Town of Montague hereby demands that you immediately cease and desist from trespassing on the public way and that you abate the public nuisance you have created by taking any and all action necessary to prevent the clogging of the Meadow Road culverts with sediment and other debris and that you maintain your property in such a manner so as to prevent future clogging of the culverts

and the flooding on Meadow Road. The Town further demands that you reimburse the Town for public funds expended in cleaning out the culverts in the amount of \$6,451.

Please be advised that if you do not comply with this demand the Town will pursue legal action to compel you to discontinue the trespass and abate the nuisance, which may include filing an action against you in Franklin Superior Court, in which the Town will seek injunctive relief, monetary damages and such other relief as may be required to protect the Town's rights.

Thank you for your prompt attention to this matter.

Regards,

A handwritten signature in blue ink, appearing to read "Walter Ramsey", with a long horizontal flourish extending to the right.

Walter Ramsey, AICP
Montague Town Administrator

Cc: Selectboard
Department of Public Works
Conservation Commission
Town Counsel

Falls Farm Aerial Map, Prepared by the Montague Planning & Conservation Department

Map Revision Date: 7/8/2024



2023 Aerial Map: Parcel #50-0-18, Old Sunderland Road,

Town of Montague, MA

1 inch = 420 Feet



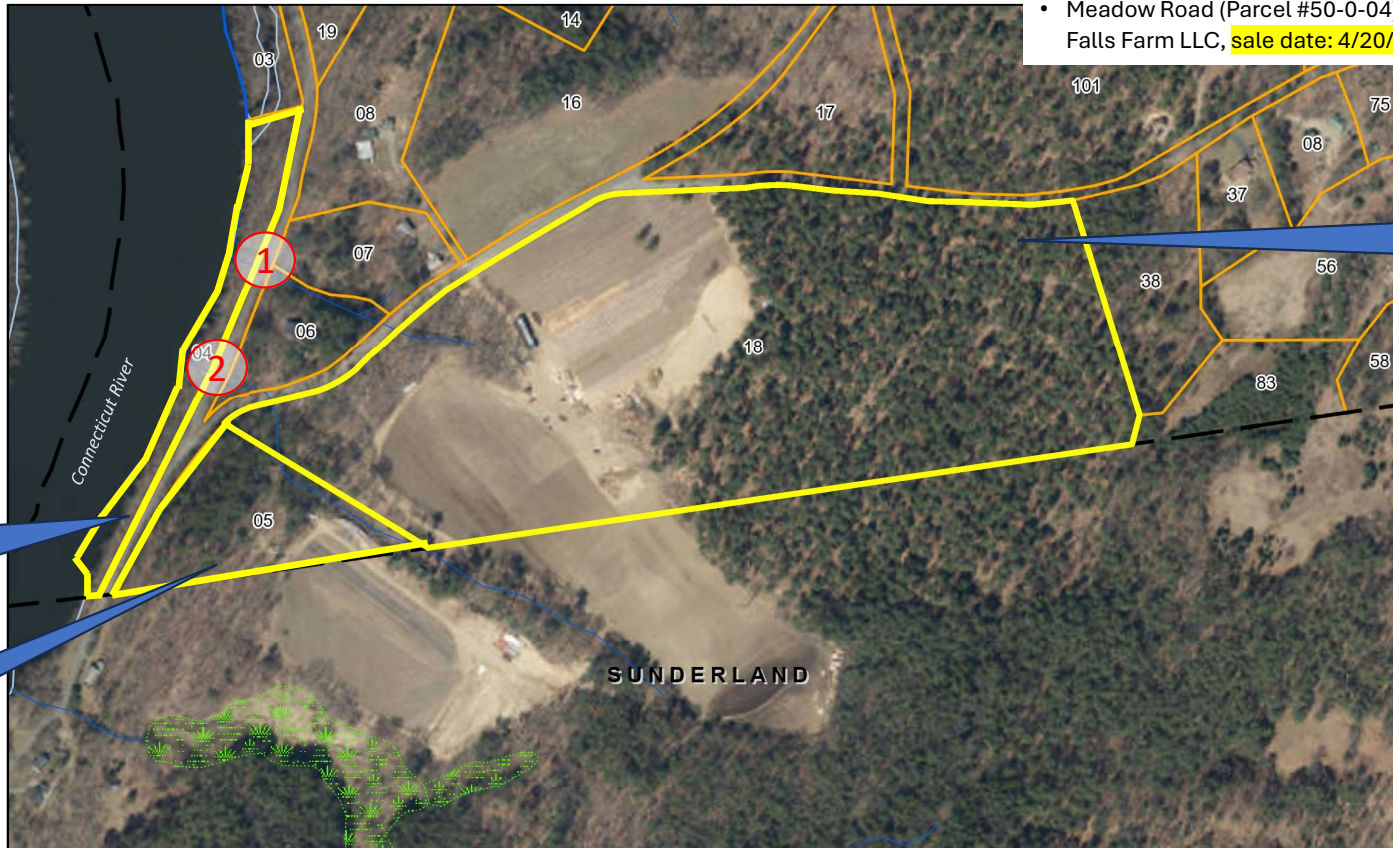
June 11, 2024

Montague parcels:

- Old Sunderland Road (Parcel #50-0-18), Montague, Property owner: James Arcoleo, **sale date: 3/15/2019**
- Old Sunderland Road (Parcel #50-0-05), Montague, Property owner: Falls Farm LLC, **sale date: 4/20/2020**
- Meadow Road (Parcel #50-0-04), Montague, Property owner: Falls Farm LLC, **sale date: 4/20/2020**

① Culvert #1

② Culvert #2



Old Sunderland Road (Parcel #50-0-18), Montague, Property owner: James Arcoleo, purchased parcel on 3/15/2019

Meadow Road (Parcel #50-0-04), Montague, Property owner: Falls Farm LLC, purchased parcel on 4/20/2020

Old Sunderland Road (Parcel #50-0-05), Montague, Property owner: Falls Farm LLC, purchased parcel on 4/20/2020

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.