

MONTAGUE SELECTBOARD MEETING
Town Hall, 1 Avenue A, Turners Falls, MA 01376
Monday, November 22, 2021

Join Zoom Meeting: <https://us02web.zoom.us/j/89588798382>

Meeting ID: 895 8879 8382 **Password:** 631340

Dial into meeting: **+1 646 558 8656** or **+1 312 626 6799** or **+1 301 715 8592**

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 in-person 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. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes:
 - Selectboard Meeting November 8 and 15, 2021 if available
3. 6:31 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. 6:31 COVID Updates
 - Review of COVID Case Counts and Trends
 - Discuss any other needed response to COVID situation
5. 6:40 Mass DPH Grants
 - Accept MA DPH Grant for COVID Contact Tracing and Case Investigation
 - Authorize Submission of MA DPH Shared Services Grant
6. 6:50 Michael Nelson, Great Falls Festival, October 22, 2022
 - Event Application for use of Peskeomskut Park: 9:00 AM to 11:00 PM
 - Special 1 Day Beer and Wine License: 12:00 PM to 8:00 PM
 - Application to Place Sign: 10/2/22 to 10/22/22
7. 7:00 Tim Niejadlik, Director, Department of Veteran Services
 - Execute inter-municipal agreement with Upper Pioneer Valley Veterans' Services District, July 1, 2022 – June 30, 2025
8. 7:10 Personnel Board
 - Accept resignation of Melinda Georgeson as Library Assistant effective 11/11/21
 - Appoint Melinda Georgeson as Library Substitute, \$14.00/hr. effective 11/11/21

MONTAGUE SELECTBOARD MEETING
Town Hall, 1 Avenue A, Turners Falls, MA 01376
Monday, November 22, 2021

9. 7:15 Walter Ramsey, Town Planner
- Approval of FY21 Green Community Annual Report
 - Discussion: Town Hall Annex Reuse
10. 7:25 Eileen Seymour, Treasurer/Tax Collector
- Execute Permanent Financing Bonds
11. 7:35 Town Administrator's Business
- Request to spend \$400 from the Unexpected Engineering and Surveying costs account to fund a PERC test at 517 Federal Street, Montague
 - Execute contract for MassDEP Sustainable Materials Recovery Program Municipal Grant, \$9,600
 - Open Discussion of ARPA Spending Plan
 - Topics not anticipated in 48 hour posting
12. 7:40 Executive Session in accordance with G.L. c. 30A, §21(a)(6), to consider the possible purchase, exchange, taking, lease or value of real property - First Light Power, votes may be taken
13. 7:50 Executive Session: To discuss strategy with respect to potential litigation where an open meeting may have a detrimental effect on the bargaining or litigating position of the Town, pursuant to G.L. c 30A, Section 21(a)(3)

Other:

- Anticipated Next Meeting Date: Monday, November 29, 2021 at 6:30 PM

Here is some detail that can be included in the meeting packet:

1. **Accept MA DPH Grant for COVID Contact Tracing and Case Investigation** (attached). This is a collaborative grant submitted by Montague, Deerfield, Sunderland and Greenfield. Greenfield was lead applicant and will handle administrative elements of this 2-year, \$250,000 (total) grant, which will allow the four communities to contract for additional shared public health nurse capacity, as well as the services of a part time epidemiologist. Note that Greenfield is the only signee to the grant agreement, there are no sub-agreements, but on the BOH's recommendation, I would suggest the SB formally vote to accept and participate in the collaborative grant. The Montague Health Department would manage our involvement in this initiative.
2. **Authorize submission of MA DPH Shared Services Grant.** Officials from these same four communities are considering a collaborative application to the state's recently reopened Public Health Excellence Grant Program for Shared Services, with requests for responses due by noon on Dec. 3. The hope is to again provide additional capacity to support community-level behavioral health needs, outreach to underserved populations, including non-English speaking individuals, and home-bound individuals. Proposals may be submitted for up to \$300,000 annually, and the Office of Local and Regional Health will make approximately six new awards. This initiative would again see Greenfield as lead agency, with the Montague Health Department managing our involvement in the initiative.

Thanks – Steve

Steven Ellis
Montague Town Administrator
One Avenue A
Turners Falls, MA 01376
413-863-3200 x110
www.montague-ma.gov

Pronouns: Him/His (or just call me Steve)



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MARGRET R. COOKE
Acting Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Date: 11/04/2021

To: TOWN OF GREENFIELD TOWN HALL
Re: Contract # **INTF5264P01223127070**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

Must be signed, dated and a scanned copy emailed to my attention. Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD forms.

All attachments must be completed for your contract package to be processed.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

A Contractor Authorized Signatory Listing (CASL) form must be signed, scanned and emailed for each new contract or amendment contract package.

If you have any questions, please contact **Lilia Laltouti** at **617-624-5781**
A scanned copy of the contract package must be completed by **11/18/2021** and emailed to my attention.



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Bureau of Infectious Disease and Laboratory Sciences
305 South Street, Jamaica Plain, MA 02130

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MARGRET R. COOKE
Acting Commissioner

Tel: 617-624-6000
www.mass.gov/dph

November 4, 2021

Jennifer Hoffman, Health Director
Greenfield Health Department
20 Sanderson Street
Greenfield, MA 01301
jennifer.hoffman@greenfield-ma.gov

Contract number#: INTF5264P01223127070

RE: RFR 223127 Reopen - Local health support for COVID-19 case investigation and contact tracing
CFDA# 93.323

The Massachusetts Department of Public Health, Bureau of Infectious Disease and Laboratory Sciences is pleased to inform you that your organization is being awarded funding for the application submitted through the Request for Response for Local health support for COVID-19 case investigation and contact tracing. The start date of your contract will be the date it is executed by the Department. The awarded grant contract amount is indicated below:

FY 2022 Award Start Date – June 30, 2022	\$125,000.00
FY 2023 Award July 1, 2022 – June 30, 2023	\$125,000.00
Total Maximum Obligation (All Years)	\$250,000.00

Additional contract conditions:

Reduce PHN; maintain at least .5 FTE Epidemiologist

On behalf of the Department, I want to thank you for your commitment to improve the health of the people of the Commonwealth.

Sincerely,

Kevin Cranston, MDiv
Assistant Commissioner
Director, Bureau of Infectious Disease and Laboratory Sciences
Massachusetts Department of Public Health

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions, which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TOWN OF GREENFIELD TOWN HALL		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4): 14 COURT SQ GREENFIELD, MA 01301-3547		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Jennifer Hoffman	Phone: 413-772-1404	Billing Address (if different):	
E-Mail: jennifer.hoffman@greenfield-ma.gov	Fax:	Contract Manager: Lilia Laitouti	Phone: 617-624-5781
Contractor Vendor Code: VC6000191808		E-Mail: lilia.laitouti2@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF5264P01223127070	
		RFR/Procurement or Other ID Number: 223127	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all grants <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to _____, 20____ Amendment: Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>250,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grants To Non-Public Entities Local health support for COVID-19 case investigation and contact tracing			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30/2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: TOWN OF GREENFIELD TOWN HALL
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191808
CONTRACT #: INTF5264P01223127070

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

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

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF5264P01223127070

☒ **New Contract**

Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Scope of work as defined in RFR 223127 for Local health support for COVID-19 case investigation and contact tracing and the awarded entity response.

Funded entities will expand their epidemiologic staffing, and to the degree necessary their public health nursing and other staff, to accomplish the following public health responsibilities:

1. Investigation of 100% of laboratory-confirmed cases of COVID-19 among their residents
2. Investigation, with DPH support, of 100% of cluster of cases of COVID-19 among their residents or occurring within their jurisdiction
3. Identification of 100% of close contacts as defined by DPH
4. Communication by phone, in person, or by electronic means with 100% of cases and close contacts to provide instruction in isolation and quarantine requirements as indicated
5. Timely reporting of the status of case/cluster investigation and contact tracing efforts per current public health regulations (105 CMR 300.000) to the Massachusetts Virtual Epidemiologic Network (MAVEN)
6. Support for individuals with expressed challenges observing isolation and quarantine instructions, to be coordinated with social services, childcare, nutritional, transportation, housing, mental health, and other practical supports at the local level.
7. Conducting of timely and complete analyses of case/cluster data to describe local COVID-19 epidemiology
8. Maintaining current staff training and proficiency in MAVEN

☐ **Contract Amendment**

If choosing amendment you must check off one of the three types below and provide explanation

☐ **Increase**

Include a clear explanation of what the funding change will support in terms of additional services.

☐ **Decrease**

Include a clear explanation of what the funding change will support in terms of additional services.

☐ **Other**

Include a clear explanation of what the funding change will support in terms of additional services.

Vendor Name TOWN OF GREENFIELD TOWN HALL		DPH Bureau/Program Name BIDLS - Bureau of Infectious Disease & Laboratory Sciences	
Vendor Code	Fiscal Year 22 - Annualized	Contract Number	Today's Date
VC8000191808		INTF6264P01223127070	RFR# 223127
Program Component	FTE	CURRENT BUDGET (A)	Proposed Changes +/- (B)
PROGRAM STAFF			Proposed New Budget (C)
			Justification (D)
SUB TOTAL	0.00	\$ -	\$ -
Fringe Benefits #DIV/0!		\$ -	\$ -
1. TOTAL PROGRAM STAFF		\$ -	\$ -
Program Component	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Proposed New Budget (C)
Contracted Program Staff			Justification (D)
2. TOTAL CONTRACTED PROGRAM STAFF	\$ -	\$ -	\$ -
Occupancy			
Program Facility			
Facility Operations, MaintL and Furn.			
3. TOTAL OCCUPANCY	\$ -	\$ -	\$ -
SUB TOTAL: 1 + 2 + 3	\$ -	\$ -	\$ -
Administrative Support			
Max Cap Amount: #DIV/0!			
4. AGENCY ADMIN. SUPPORT			
TOTAL 1+2+3+4	\$ -	\$ -	\$ -



6A

Board of Selectmen Town of Montague

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

Application for use of PESKEOMPSKUT PARK and AVENUE A -Entertainment Event

Name of applicant: Michael Nelson

Name of business/group sponsoring proposed event if applicable: The Great Falls Festival

Address: 16 Sunderland Rd, Montague

Contact phone: 427-0244 Contact email: michaelnelsonmba@gmail.com

FID: 455173857

Dates of proposed event: Oct 22, 2022 Location: Peskeomsket Park and Ave A from 1st -7th Sts

Hours: 12pm – 8pm Set Up: 9am-12pm Clean Up: 8pm-11pm

What provisions will be made regarding clean up of site? Volunteers and event staff will perform cleanup. All pumpkins will be composted. Trash will be discarded of appropriately in a rented dumpster.

Approximate number of people expected to attend: 10,000

If applicable, number of years your organization has been running this event in Montague: This will be the 12th annual event.

Will the proposed event be:

- ☒ musical
- ☒ theatrical
- ☒ exhibitions
- ☒ amusements
- ☐ wedding
- ☐ other

Fully & specifically describe the proposed exhibition, show, &/or amusements (use back of form if needed: The Great Falls Festival 2022 will have appx 150 vendors with an array of crafts, food, and raffles.

Fully & specifically describe the premises upon which the proposed event is to take place. The event will take part on Peske Park and on Ave A from 1st – 7th Streets.

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

Will vendors be selling:

- ☒ merchandise
- ☒ food/beverage
- ☒ alcohol
- ☐ other services

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

The gathering of a large amount of people in any setting obviously creates potentially dangerous conditions. Our goal is to have a successful festival and public safety is at the core of making this happen. We will work diligently with the local police, fire, and health departments to ensure a safe event. We do intend to serve alcohol, and will keep that area secure from minors. There will be an outdoor enclosed area for beverage consumption. We will have a minimum of two staff people at the entrance verifying identification. At least one police officer will be assigned to the beer area at all times.

If for any reason state or local officials determine that the event is unsafe to hold due to the coronavirus, the event will be canceled.

Describe the appropriate level and nature of security and/or traffic control that would be needed.

Montague police officers, (quantity to be determined by the Police Chief), funded by the festival, will be on premises for public safety. The fire department and EMS will have mobile command setup in the center of the event. Traffic will need to be blocked off on Avenue A at 1st St and at 7th St, as well as all the side streets feeding into the Avenue in between those intersections. Sign and traffic horse locations will be arranged with the Montague DPW.

What provisions will be made regarding security/traffic control?

In conjunction with the Montague Police and the Montague DPW we will make arrangements to appropriately close off the streets noted above.

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

Turners Falls Fire and EMS will be on hand to provide emergency medical services if necessary.

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

If so, at which locations? No

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million/\$2Million Individual/Group. At this time it is not possible to get a policy due to the extended amount of time until the event. It will be provided in October 2022.

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

Signature of applicant




Date 11/10/2021

License fees:

Monday – Saturday = \$25.00 per day
Sunday = \$50.00

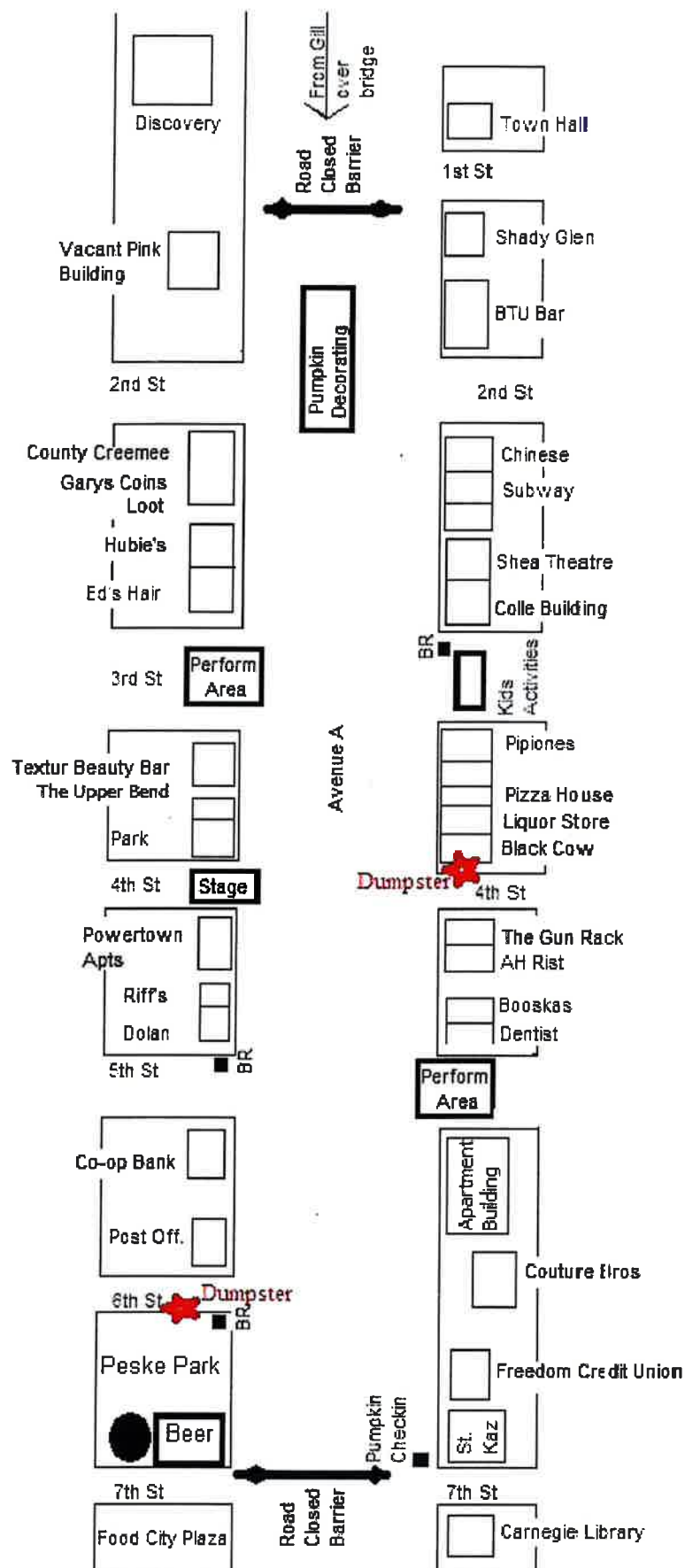
BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments



Date: _____

Date: 11-10-21



6B

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

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

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

DATE OF EVENT BEING APPLIED FOR: 10/22/2022

1. Full name, address and phone number(s) of the organization making this application:
Michael Nelson, 16 Sunderland Rd, Montague, MA 01351 413-427-0244
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Same
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES X NO
4. Nature of Event The Great Falls Festival Number of Attendees ~10,000
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES X NO
6. Location where event shall be held: Avenue A & Peskeompskut Park
7. Has the approval of the property owner been obtained? YES X NO
8. Exact times of the license: FROM 12 PM TO 8 PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES x NO If so, when? 10/23/2021
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES NO X
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? Will provide in October 2022

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

Authorized Representative and Title

11/10/2021
Date

Office Use Only:

Days Permit Issued For: _____

Date Approved: _____

Dates License Issued for: _____

Police Chief Signature: [Signature]

Select Board Chair Signature: _____

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Board of Selectmen Town of Montague

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

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

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

Name of applicant: Michael Nelson

Organization: The Great Falls Festival

Contact Name: Michael Nelson

Contact Phone: 427-0244 e-mail: michaelnelsonmba@gmail.com

Contact Address: 16 Sunderland Rd, Montague

Name of legally responsible person: Michael Nelson

Location on Common/Park: One 4 foot by 8 foot banner appx. 100 feet to the left of the fountain in Peske Park

Content of sign, type of object, display: Banner will include promotional material for festival

Description of sign, object, display (content, size and materials): A banner promoting the festival will be hung 20 days prior to the festival. It will include the name of the event, date, and location.

Start Date: October 2, 2022

End Date: October 22, 2022

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

*****Signatures:

Police Chief: [Signature] Date: 11-10-21

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____



Department of Veteran Services
294 Main Street • Greenfield, MA 01301
Phone 413-772-1571 • Fax 413-772-1401
www.greenfield-ma.gov

Timothy Niejadlik, Director
Laura Thorne, Assistant
Christopher Demars, Deputy Director
Brian Brooks, VSO

7

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

Veteran Resource and Referral Center located in Greenfield, satellite locations throughout the district

October 18, 2021

Member Towns

Ashfield
Bernardston
Buckland
Charlemont
Colrain
Conway
Deerfield
Erving
Gill
Greenfield
Hawley
Heath
Leverett
Leyden
Monroe
Montague
New Salem
Northfield
Plainfield
Rowe
Shelburne
Shutesbury
Sunderland
Warwick
Wendell
Whately

Town of Montague Select Board
1 Avenue A
Turners Falls, MA 01376

Dear Select board,

During its meeting on October 13, 2021, the Upper Pioneer Valley Veterans' Services District Advisory Board voted to continue operations for another 3 year term.

Individual member towns must now vote through their respective select boards whether to continue on as members of the district for the next three years.

All terms of the original inter-municipal remain the same with Greenfield paying 56% of the district budget and the remaining 44% being assessed to the other member towns. Only the total population has been adjusted.

Please review the enclosed agreement and sign by your town's respective signature line. We ask that you vote and return the agreement to our office no later than December 1st. Towns not wishing to continue membership must do so by December 1st so district assessments may be adjusted. Towns wishing to withdraw from the district must also present to the state a plan for providing veterans' services IAW M.G.L. Ch115 no later than April 1st, 2022.

We, of course, hope you will chose to remain a member of our district. Should you have any questions or require my attendance at a select board meeting please let me know.

Respectfully,

Timothy Niejadlik
Director



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

DEPARTMENT OF VETERANS SERVICES

TIMOTHY NIEJADLIK, Director

294 Main Street • Greenfield, MA 01301

Phone 413-772-1571 • Fax 413-772-1401

Timothy.niejadlik@greenfield-ma.gov • www.greenfield-ma.gov

UPPER PIONEER VALLEY VETERANS' SERVICES DISTRICT

District Composition:

The Upper Pioneer Valley Veterans' Services District (the District) is comprised of one city, 25 Franklin County towns, and one Hampshire County town with a total district population of 64,093 (2020 census). (See Appendix A) Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3 *et seq.*

Reasonable Geographical Proximity of Municipalities Within the District:

As a whole, all municipalities within the district adjoin one another. The district is divided basically along geographical lines with an Eastern County and Western County divided by the I-91/Connecticut River corridor. Ref: M.G.L. c. 115, §§ 2, 10, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00. 14.

Personnel Staffing for the District:

The Upper Pioneer Valley Veterans' Services District employs three veterans' services officers and an adequate number of clerical support staff. Specifically, the district employs one (1) full-time director of the veterans' services district, two (2) full-time veterans' agent, and one (1) full-time clerical support worker. The district's staffing reflects the Massachusetts Department of Veteran Services guidelines for the minimum personnel staffing requirements for veterans' services districts.

Ref: M.G.L. c. 4, § 7(43); M.G.L. c. 115, §§ 1, 3, 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 2.02; 108 CMR 12.00.

Business Hours and Locations within the District:

The Upper Pioneer Valley Veterans' Services District's main office is located at the Greenfield Veterans' Resource and Referral Center, 294 Main Street, Greenfield, separate and apart from other city offices, and maintains regular business hours from 8:30 a.m. to 5:00 p.m., five days per week (Monday through Friday). The main office is staffed by the district's one full-time clerical support member and the District Director. The District will maintain satellite offices, with space provided by member communities at no cost to the district, with the VSOs setting schedules as needed in their respective eastern and western municipalities.

Ref: M.G.L. c. 115, §§ 10, 11, and 14; 1972 Mass. Acts c. 471, §§ 1-3, *et seq.*; 108 CMR 12.00.

Upper Pioneer Valley Veterans' Services Inter-Municipal Agreement

Pursuant to c.40, sec 4A, this Agreement, approved by the Mayor and Greenfield City Council and the Select Boards of the participating Towns, is hereby entered into and is effective from this first day of July 2022, by and between the City of Greenfield and the participating towns. This agreement contractually enables the Director of Greenfield's Veterans' Resource and Referral Center, and such other Veterans' Service Officers as shall be on the staff of such office, to perform the duties of such office for all of the towns which are party to this agreement. The terms of this contract shall be for Fiscal Years 2023, 2024 and 2025, namely July 1, 2022 through June 30, 2025.

1. Such duties will be performed in the Greenfield office of the City's Veterans' Services Office during regularly scheduled business hours or in the member towns during weekly office hours there or during normal office hours.
2. It is understood and agreed that the distribution of benefits payable to Veterans in the member towns under the provisions of Chapter 115 of the Massachusetts General Laws shall be paid by the Treasurer of the member Town in which that Veteran resides or by such method that the Commonwealth sees fit as determined by the Massachusetts Legislature or the Massachusetts Department of Veterans' Services.
3. It is understood and agreed that the reimbursement of Veterans' benefits from the Commonwealth of Massachusetts will be credited to the member Town in which that Veteran resides.
4. All District employees shall be employees of the City of Greenfield. The City of Greenfield shall pay all reasonable and customary salaries and District operating expenses with assessments collected from all District member towns. The Veterans' Service Officer of Greenfield shall serve as the Director of the District and will supervise all staff in their duties as related to the office in the various towns. These duties shall include the application of M.G.L. Ch 115, filing for federal benefits, assistance with housing, employment, health insurance, and burial benefits. The Director may assign other duties as required by M.G.L. Ch 115 in the performance of the office to include work schedules and appointments as needed.
5. A Member Board shall be created with one primary representative and one alternate representative from each member community. Each community shall have only one vote in matters that come before the Board. The Board shall meet as needed but no less than twice a year and shall address all issues related to the implementation of this District.
6. The Greenfield office shall work with local Veterans Councils from the member communities to assist the Councils in coordinating all ceremonies and parades in all member communities, so long as it does not interfere with the VSO's primary duties.
7. The Greenfield office shall comply with the DVS Directive, dated June 8, 2009, to utilize a paperless web based system which will allow for the submission of member communities' benefit reimbursement requests to the Commonwealth of Massachusetts. Examples of such technology include but are not limited to internet access, fax access, photocopier access and office space.
8. For the term of this agreement, annually by February 1st, each member town will provide a quantity of cemetery flags needed to the district. The District will order the flags, bill the towns, and process reimbursement for each member town.
9. Assessments to the District shall be made payable to the City of Greenfield and mailed to the Upper Pioneer Valley Veterans' Services District c/o Town Hall, 14 Court Square, Greenfield, MA 01301 no later than July 15th of each year.

10. Any budget surplus at the end of each fiscal year will be refunded to each member town according to the EQV/Population model used in the initial assessment. Each fiscal year the District will present a new assessment schedule for the member towns based on any budget increases/decreases incurred or expected based on normal costs of doing business such as indirect employee costs and negotiated union contracts.
11. A member municipality may withdraw from a veterans' services district by vote of its legislative body (selectmen or city council) at the end of a fiscal year if such withdrawal is voted on not less than sixty (60) days prior to the end of the municipality's fiscal year and notice of such vote is filed with the other municipalities comprising the district. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.
12. If towns opt to join or leave the District, it is understood that the annual assessments of the other member towns will change.

The new Upper Pioneer Valley Veterans' Services District will base assessments on 50% Equalized Valuation (EQV) and 50% US Census population. EQV will use the most recent "Final" figures as published by the Massachusetts Department of Revenue and population will use figures from the most recent decennial census conducted by the US Census Bureau. Submitted assessments are based on the cities/towns listed below (see Appendix B for assessments based on EQV and Population).

In the fall of every year of this agreement, the Upper Pioneer Valley Veterans' Services District will provide assessments to the member communities based on the 50% EQV-50% Population model. This will provide member communities time to consider membership in the district for the upcoming fiscal year within the guidelines in accordance with MGL Ch 115 District formation. Towns not wishing to join must notify MA DVS and submit their own plan for compliance of their municipality with MGL Ch 115. The remaining district assessments would be recalculated and resubmitted to the remaining communities for approval. **Fiscal Year 2016 serves as the base year in establishing the district budget. The City of Greenfield will assume 56% of the district budget. The balance of the budget will be assessed to all remaining signatory communities listed below.**

All remaining costs associated with the operation of the Upper Pioneer Valley Veterans' Services District shall be paid by the City of Greenfield.

This agreement may be renewed on a tri-annual basis by mutual written agreement of all the parties.

City of Greenfield:

Mayor

date

Town of Ashfield:

Select Board Chair

date

Town of Bernardston:

Select Board Chair

date

Town of Buckland:

Select Board Chair

date

Town of Charlemont:

Select Board Chair

date

Town of Colrain:

Select Board Chair

date

Town of Conway:

Select Board Chair

date

Town of Deerfield:

Select Board Chair

date

Town of Erving:

Select Board Chair

date

Town of Gill:

Select Board Chair

date

Town of Hawley:

Select Board Chair

date

Town of Heath:

Select Board Chair

date

Town of Leverett:

Select Board Chair

date

Town of Leyden:

Select Board Chair

date

Town of Monroe:

Select Board Chair

date

Town of Montague:

Select Board Chair

date

Town of New Salem:

Select Board Chair

date

Town of Northfield:

Select Board Chair

date

Town of Plainfield:

Select Board Chair

date

Town of Rowe:

Select Board Chair

date

Town of Shelburne:

Select Board Chair

date

Town of Shutesbury:

Select Board Chair

date

Town of Sunderland:

Select Board Chair

date

Town of Warwick:

Select Board Chair

date

Town of Wendell:

Select Board Chair

date

Town of Whately:

Select Board Chair

date

SA

MELINDA GEORGESON
74 Federal Street
Millers Falls, MA 01349
cell 413.441.3111
melindapaints@gmail.com

November 11, 2021

Caitlin Kelley, director
Montague Public Libraries
201 Avenue A
Turners Falls, MA 01376

Dear Ms Kelley,

I am currently a part-time employee serving the Montague Libraries as a Library Assistant in the Millers Falls branch. I would to change my status to one of a substitute assistant, effective immediately.

Therefore I resign my position as part-time library assistant, and will gladly serve as a substitute.

Sincerely,

Melinda Georgeson
Melinda Georgeson

(88)

Town of Montague
Personnel Status Change Notice

Authorized Signature: [Signature]

Employee # 1832

General Information:

Full name of employee: Melinda Georgeson Department: Montague Libraries
Title: Library Assistant Effective date of change: 11/11/2021

New Hire:

Permanent: Y N If temporary, estimated length of service:

Hours per Week: Union:

Pay: Grade Step Wage Rate: (annual/ hourly)

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: Melinda will stay on as Termination Date:

a library substitute, paid at \$14.00/hr, effective 11/11/2021

Copies to:

 Employee

 Department

 Board of Selectmen

 Treasurer

 Accountant

 Retirement Board

 Town Clerk

9A
9B

WendyB-Montague Selectboard

From: Walter Ramsey - Montague Planner
Sent: Wednesday, November 17, 2021 6:27 PM
To: WendyB-Montague Selectboard
Cc: StevenE - Montague Town Administrator
Subject: 11/21 SB Agenda
Attachments: GC AR 2021.docx

Hi Wendy,

Can you include these items for the 21st? Thank you.

Approval of FY21 Green Community Annual Report
Discussion: Town Hall Annex Reuse

Walter Ramsey, AICP | Montague Town Planner | (413) 863-3200 x 112 | planner@montague-ma.gov



QA

MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •
PHONE: 413-863-3200 EXT 207 - FAX: 413-863-3222

Green Communities FY 21 Annual Report Executive Summary

Montague was one of the first Green Communities designated in the State in 2010. The program has brought in over \$500,000 funding for 23 different energy efficiency projects in 9 municipal buildings. The annual report summarizes the Town's compliance with the 5 criteria of participation in the Green Community Program.

Criteria 1: Provide as-of right siting for renewable/alternative energy generation, research & development, or manufacturing facilities.

Montague has as-of right siting for renewable energy research and development in the industrial district. Renewable energy research and development is allowed by right in the Historic-Industrial District. In February 2019, Town Zoning Bylaws were updated to increase the as-of right size threshold from 10,000 square feet to 20,000 square feet in the Industrial District and to remove the maximum by-right size in the Historic-Industrial District.

Criteria 2: Adopt an expedited application and permit process for as-of-right energy facilities.

Montague has two Chapter 34D expedited permitting sites that would allow energy facilities by right: Strathmore Mill and Sandy Lane Landfill. Montague has constructed over 14 MW of solar on commercial scale arrays.

Criteria 3: Establish an energy use baseline and develop a plan to reduce energy use by twenty percent within 5 years

In FY 21 the town reduced energy use by 23% from FY08 baseline levels. Building energy use increased by 2% over the previous year, which reflects the reopening of the schools and libraries. A dramatic increase was offset by the prolonged closure of the Shea Theater and libraries. Wastewater, the largest energy user, increased by 19% to reflect increased activity at that facility back to pre-pandemic levels. Vehicle use is up 18%, back to pre-pandemic levels. This is due to restored staffing/work at the DPW, and the addition of a new hybrid police cruiser without retiring an old one.

The new DPW used 433% more electricity than the old facility, but 40% less natural gas. The electricity data may be skewed because the facility was under construction during the reporting period.

In FY20 the town implemented a FY19 Green Community Grant to upgrade lighting and lighting controls at Sheffield Admin, Parks and Rec Field House, and the Public Safety Complex. No major energy conservation measures were implemented in FY21.

Criteria 4: Purchase only fuel-efficient vehicles

Since the Town adopted a fuel-efficient vehicle purchasing policy in 2010, the town has replaced 4 (non-exempt) vehicles with fuel efficient vehicles. Note : The majority of Montague's fleet is exempt. No non-exempt vehicles were replaced in FY20. This year, the Police Department purchased a new hybrid Ford Explorer Cruiser- the first hybrid cruiser in town history.

Criteria 5: Set requirements to minimize life-cycle costs for new construction

Montague adopted the Stretch Code on 1/1/2011. It is still in effect.

Respectfully Submitted,

Walter Ramsey
Town Planner/ Green Communities Coordinator

VOTE OF THE SELECTBOARD

I, the Clerk of the Selectboard of the Town of Montague, Massachusetts (the "Town"), certify that at a meeting of the board held November 22, 2021 of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$1,295,000 General Obligation Municipal Purpose Loan of 2021 Bonds, Series A of the Town dated November 30, 2021 (the "Series A Bonds"), to Robert W. Baird & Co., at the price of \$1,404,960.76 and accrued interest, if any, is hereby approved and confirmed. The Series A Bonds shall be payable on November 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2022	\$30,000	5.00%	2028	\$ 65,000	5.00%
2023	50,000	5.00	2029	70,000	5.00
2024	55,000	5.00	2030	75,000	5.00
2025	60,000	5.00	2031	80,000	4.00
2026	60,000	5.00	2035	330,000	2.00
2027	65,000	5.00	2039	355,000	2.00

Further Voted: that the Series A Bonds maturing on November 15, 2035 and November 15, 2039 (each a "Term Bond") shall be subject to mandatory redemption or mature as follows:

Term Bond due November 15, 2035

<u>Year</u>	<u>Amount</u>
2032	\$80,000
2033	80,000
2034	85,000
2035*	85,000

*Final Maturity

Term Bond due November 15, 2039

<u>Year</u>	<u>Amount</u>
2036	\$85,000
2037	90,000
2038	90,000
2039*	90,000

*Final Maturity

Further Voted: that the sale of the \$1,490,000 General Obligation Municipal Purpose Loan of 2021 Bonds, Series B (Subject to Federal and Massachusetts Taxation) of the Town dated November 30, 2021 (the "Series B Bonds," and together with the Series A Bonds, the "Bonds"), to Fidelity Capital Markets, a division of National Financial Services LLC, at the price of \$1,554,571.91 and accrued interest, if any, is hereby approved and confirmed. The Series B Bonds shall be payable on November 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2022	\$ 60,000	4.00%	2029	\$105,000	4.00%
2023	85,000	4.00	2030	110,000	2.05
2024	90,000	4.00	2031	110,000	2.15
2025	90,000	4.00	2032	115,000	2.25
2026	95,000	4.00	2033	115,000	2.30
2027	95,000	4.00	2034	120,000	2.35
2028	105,000	4.00	2036	195,000	2.55

Further Voted: that the Series B Bonds maturing on November 15, 2036 (a "Term Bond") shall be subject to mandatory redemption or mature as follows:

<u>Term Bond due November 15, 2036</u>	
<u>Year</u>	<u>Amount</u>
2035	\$ 95,000
2036*	100,000

*Final Maturity

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated November 10, 2021, and a final Official Statement dated November 17, 2021 (the "Official Statement"), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Selectboard be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are

currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Bonds (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Selectboard, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: November 22, 2021

Clerk of the Selectboard

100561579v.1

11B



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

November 15, 2021

Dear Mr. Steven Ellis,

Congratulations! I am pleased to notify you that the Town of Montague has been awarded a Recycling Dividends Program grant of \$9,600 through the Sustainable Materials Recovery Program. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Wilfred Mbah if you have any questions.

Governor Charles D. Baker

A handwritten signature in cursive script, reading "Charles Baker".

Lt. Governor Karyn E. Polito

A handwritten signature in cursive script, reading "Karyn Polito".



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Kathleen A. Theoharides
Secretary

Martin Suuberg
Commissioner

November 15, 2021

Steven Ellis
Town Administrator
Town of Montague
1 Avenue A
Turners Fall, MA 01376

Dear Mr. Ellis,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Montague Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town of Montague has earned 16 points and will receive \$9,600.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling, and waste reduction. We are awarding over \$3.1 million in RDP payments to 226 municipalities in this round of funding. The next application for SMRP funding will be released in April 2022.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions and supporting economic activity in the Commonwealth. Recycling Dividend Program funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction and more. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the [Recycling IQ Kit](#) and [Recycle Smart MA](#) website and to consult with your MassDEP [Municipal Assistance Coordinator](#) for assistance in implementing these best practices.

To accept your Recycling Dividends Program (RDP) award, please sign and return the attached RDP Contract via email before January 15, 2022. After we receive your signed contract, funds will be sent to your community. Should you have any questions, please email Wilfred Mbah at Wilfred.Mbah@mass.gov.

The increased challenge of maintaining our vital solid waste and recycling programs during a pandemic underscores the critical role of local government in keeping our communities safe and clean. Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg
Commissioner

cc: **Jan Ameen, Executive Director**



Checklist for Recycling Dividends Program Grant Award

This document contains important grant deadlines and requirements

STEP ONE: EXECUTING THE CONTRACT

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an **individual currently holding one of the Titles** listed on the Authorized Signatory Listing form, which your municipality filed with MassDEP in the spring of 2017. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract and a new Authorized Signatory Listing form **IS NOT REQUIRED**.

Please sign and email the RDP Contract to wilfred.mbah@mass.gov for processing of payment no later than **January 15, 2022 or funds may be forfeited**. Acceptable forms of signature are:

1. Traditional "wet signature" (ink on paper, scan and email);
2. Electronic signature that is either a hand drawn signature using a mouse or finger if working from a touch screen device; or
3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign.

STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. Pre-approved spending of RDP grant funds is listed in the Grant Guidelines. Please follow this list of approved spending; a municipality is allowed one special spending request per year for an item not found on the approved spending list. If your municipality intends to spend its grant funds on an item or service not listed, you must contact Wilfred Mbah.
- Be prepared to be audited.

STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

- The municipality is required to report all expenditures from the previous calendar year no later than February 15th.

Contact **Wilfred Mbah** with any questions.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

**RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")
AND THE Town of Montague ("Municipality")**

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program ("RDP"). The Municipality has earned a payment of \$9,600.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2021 Grant Guidelines* and number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality's executed Master Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall continue to send an annual notification during the term of the Grant

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and the *2021 Grant Guidelines* describe in detail the conditions for earning points.

RDP Payment Brackets

Trash HH Served	Value of Each Point	Minimum Payment	Maximum Payment
0 - 1,999	\$350	\$2,800	\$9,100
2,000 - 4,999	\$600	\$4,800	\$15,600
5,000 - 7,499	\$1,100	\$8,800	\$28,600
7,500 - 9,499	\$1,300	\$10,400	\$33,800
9,500 - 12,499	\$1,800	\$14,400	\$46,800
12,500 - 16,999	\$3,000	\$24,000	\$78,000
17,000 - 24,999	\$3,500	\$28,000	\$91,000
25,000 - 31,999	\$4,000	\$32,000	\$104,000
32,000 - 99,999	\$6,500	\$52,000	\$169,000
100,000 +	\$10,000	\$80,000	\$260,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 30, 2021 and that these programs fully meet the performance standard set forth in the *2021 Grant Guidelines*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality's payment was calculated.
8. **Use of Funds:** RDP Payments shall be expended on Approved Expenses listed in the *Grant Guidelines* to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.
9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.
10. **Reporting:** By February 15th of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements will jeopardize future grant awards and RDP payments.
11. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. **Addendums:** Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:

(Value of each point) x (Total RDP Points)

a. Solid Waste Program	4
b. Organics	2
c. Bulky Items	2
d. ReUse Points	0
e. Yard Waste	2
f. Household Hazardous Waste	2
g. Center for Hard to Recycle Materials	2
h. Comprehensive Hauler Regulation Adopted	0
i. Enforced Residential Curbside Recycling	0
j. Outreach and Education	1
k. Recycling Center Access	0
l. Textile	1

TOTAL RDP POINTS 16

VALUE OF EACH POINT \$ 600

RDP PAYMENT AMOUNT \$9,600

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By:

John Fischer, Deputy Division Director
Bureau of Air and Waste
Department of Environmental Protection

(Date)

Town of Montague
VC6000191893

By:

(Signature and Title)

(Date)

(Print Name)