

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, November 21, 2022

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/87219977139>

Meeting ID: 872 1997 7139 Password: 469124 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve minutes of November 1, 7 and 14, 2022 (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. 6:33 Caitlin Kelley, Library Director
 - Review Montague Libraries new strategic plan
 - Increasing Carnegie Public Library Hours in FY24, budget implications
 - Request to submit Sustainable & Resilient New England Libraries Grant
5. 6:50 Jeff Singleton, FRTA Representative
 - FRTA Updates
6. 7:00 Walter Ramsey, Assistant Town Administrator
 - Authorize Notice of Award for Montague City Road Flooding Relief Project to Clayton D. Davenport in the amount of \$326,495.00 to be funded by a MEMA Pre-Disaster Mitigation Grant and Town of Montague Appropriation.
 - Montague City Road Emergency Sewer Line repair project status, authorize use of contingency funds
 - Town Hall Annex Reuse Study: Review Conceptual Space Plans, next steps
 - Avenue A Streetscape Enhancement Project status
7. 7:20 Financial Updates
 - FY24 Budget Process
 - FY23 Budget Developments
 - Reserve Account Balances
8. 7:40 Town Administrator's Business
 - Execute agreement with State for Sealer of Weights and Measures Services, \$7,182
 - Execute Mass Cultural Council's Local Cultural Council Program Grant, \$8,300
 - Execute Sustainable Materials Recovery Program (SMRP) Grant, \$10,200
 - Execute contract with Helene Karl Architects (HKA) of Groton MA for design, procurement, and construction oversight services related to the Colle and Shea theater roof replacement projects, \$25,450.
 - Hiring Update
 - PFAS Litigation Update
 - Topics not anticipated in the 48 hour posting

OTHER:

Next Meeting: Selectboard, Monday, November 28, 2022 at 6:30 PM via ZOOM

4

WendyB-Montague Selectboard

From: Caitlin Kelley - Montague Library Director
Sent: Wednesday, November 16, 2022 2:48 PM
To: WendyB-Montague Selectboard
Cc: StevenE - Montague Town Administrator
Subject: For next Monday's selectboard meeting
Attachments: Library FY24 Budget w-extra Hours.xlsx; FY24 Budget Narrative Libraries.docx; Sustainable and Resilient New England Grant Draft.docx; FY24 Carnegie Schedule Draft.xlsx; Strategic Plan Insert.pdf

Hi Wendy and Steve,

As I mentioned to you both, I'd like to present at next Monday's selectboard meeting on the libraries' strategic plan and also on the ASRL grant.

Here's a blurb:

Caitlin Kelley will present on libraries' recently approved strategic plan, noting the plan's findings and the resulting objectives and goals. Two items that the libraries hope to act on in the short-term are increasing and simplifying the open hours at the Carnegie Public Library and funding a building feasibility study to look at options for either expanding the Carnegie Library and making it ADA compliant or building a new Turners Falls Library on a different site in downtown.

Additionally, Caitlin plans to apply for a "Sustainable & Resilient New England Libraries Grant" from the Association for Rural and Small Libraries, which would allow the monthly grocery pick-up program at Millers Falls Library, running November 2022 thru April 2023, to continue for an additional 5 months. The current grocery program is being funded by a CDBG grant facilitated by Montague Catholic Social Ministries. This second grant would pay that organization to continue to purchase and distribute groceries for up to 10 families once a month for five months and also includes funds for a 3-part nutrition education program series.

Included documents are a FY24 budget that includes additional staff hours, an FY24 budget narrative, a new staffing schedule reflecting increased hours, a two-page overview of the strategic plan's findings and goals, and the main section of the ASRL grant. Please note that the included budget and narrative are still working documents and are provided as a sneak peak of what the libraries are planning in the coming months.

Thanks!

Caitlin

Caitlin Kelley
Library Director
Montague Public Libraries
librarydirector@montague-ma.gov
413 863-3214

Montague Public Libraries

Strategic Plan 2023-2028

Over several months, the Trustees of the Montague Public Libraries and Library Director, Caitlin Kelley, gathered public feedback to identify and prioritize the needs in the community that can be supported by library services, materials, programs and spaces.

What we learned: library strengths

- The Montague Public Libraries' greatest asset is its staff. 93.9% of survey respondents agree or strongly agree that the Montague Public Libraries have excellent customer service.
- Access to inter-library loan from the CW/MARS consortium.
- The libraries are community gathering spaces, where residents can meet and engage with neighborhood friends and new people, too.
- The libraries feature a variety of collections, including the Carnegie's seed library, the Library(ies) of Things, and the local history collection.
- Residents want more programming on local history, gardening, and literature and to hear about programs through multiple platforms.
- Residents value being able to walk to their local library and want to see the libraries collaborate with local organizations.

What we learned: library barriers

- The Carnegie Library's hours are insufficient and the schedule is unwieldy and difficult to remember. Many requested additional branch hours as well.
- Lack of meeting, teen, or program space and few comfortable options for studying or gathering
- Buildings are inaccessible, not ADA compliant, and lack parking
- 70% of survey respondents marked "providing safe, adequate, accessible, inviting library facilities that meet the needs of the community" as the libraries' first priority in the next five years.



"I love the public library! I use it all the time and feel it is one of the most valuable community resources. The staff are wonderful."



Montague Public Libraries

Strategic Plan 2023-2028

The feedback received from surveys, interviews, and a focus group informed the creation of broad goals for the libraries. These goals were narrowed into objectives to be met over the next five years. These objectives will be further refined into action items that the libraries plan to accomplish each year.

Some of our objectives:

- Provide patrons with collections that inform and delight in a variety of formats
- Reconfigure public spaces for accessibility
- Ensure accessibility and findability of local history materials to the public
- Promote patron use of library grounds
- Ensure good stewardship of library buildings
- Think outside the boundaries of traditional collections to provide patrons with inspiring experiences
- Consider the construction of a new main branch to better meet the community's needs
- Provide consistent and convenient hours of operation
- Collaborate with local service providers, non-profits, and town departments to provide relevant and responsive programming
- Provide access to up-to-date and relevant technology for the public
- Provide multi-point access to information about library programming, services, materials, and facilities
- Increase community engagement with and knowledge of the library
- Explore the library space needs of a changing, vibrant community
- Build relationships with local history stakeholders to promote cultural heritage of Montague to the community

To access the full version of the Montague Public Libraries 2023-2028 strategic plan, visit montaguepubliclibraries.org or stop by a library location for a printed copy.

"I have been visiting my local Montague Center library since I was small child in the early 70's. The Montague Center library is a part of what I consider to be my home town and I plan to keep visiting/using this library for many years to come."



"In the 22 years that I've been in TF, the libraries haven't changed a bit. A new, modernized building accessible to the entire community with actual space for community functions and events...is really needed. Turners has grown immensely, but the library hasn't been allowed to keep up with it."



Town of Montague
Department, Board, Committee, Commission
BUDGET NARRATIVE

4B

FY 24

Complete this form electronically! Be clear and concise!

Department: Libraries Submitted by: Caitlin Kelley

1. Please describe and provide the rationale for any notable changes in your FY24 budget request.

Over the course of the Montague Public Libraries strategic planning process, the public expressed over and over that the Carnegie Library’s open hours are overly complicated and insufficient to meet the needs of the community. The Libraries’ FY24 budget responds to that feedback by increasing and simplifying the Carnegie’s open hours. This budget seeks to make more transparent the number of substitute hours used for staff coverage, pulls the Library of Things materials from the media line, and reflects the increase in fuel costs. The increase in costs overall is 6.1% over FY23.

- A. The most notable change is an increase in part-time wages to reflect additional open hours at the Carnegie Library. The library is currently open: Monday and Tuesday 1:00-8:00, Wednesday 10:00-8:00, Thursday and Friday 1:00-5:00, and Saturday 10:00-2:00. This budget aims to expand and simplify the schedule to: Monday thru Wednesday 10:00 to 7:00, Thursday thru Saturday 10:00 to 5:00. The library will be open twelve extra hours per week, but require only 14.5 additional hours of staff coverage. The increase would add a 13 hour per week part-time position and create a 6-hour position for Saturdays covered by staff rotation. The additional Saturday hours will allow for more weekend children’s programming, which was also requested through the libraries’ survey.
- B. Next, this budget separates wages for substitute librarians from the part-time wages line. In previous years the budget reflected a part-time staff member’s regular wage, plus 20 to 50 additional hours. Those hours generally paid for substitute coverage of that staff member’s sick or vacation hours as well as occasional extra work hours. This method failed to account for the amount of substitute coverage needed last year and isn’t very transparent.

Based on feedback from other library directors, this budget calculates the number of substitute hours needed by using the following formula: vacation time + personal time + 1/2sick time multiplied by the percentage of hours that each employee spend on-desk. It may be that this method over-calculates sick time. If such is the case, we’ll return the funds at the end of the year. That said, with COVID, RSV, and the flu circulating through the public, assuming that staff will use a portion of the sick time allotted them through their union contract seems prudent.

- C. A small change is the creation of a line for items purchased for each branch’s Library of Things. I had previously used the media line for those expenditures, but wanted to keep better track of how much is spent on different types of materials. With a comparable decrease in the media line, there is no increase in cost.
- D. Finally, an increase of 25% for fuel costs was added for FY23 and is reflected in the FY24 budget as well.

- 2. To this point in FY23, have you enhanced or expanded the programs and services you provide, or implemented new tools or technology that you'd like the Finance Committee and Selectboard to know about? Please describe.**

Starting in July, all three libraries acted as cooling centers on days that approached or reached 90 degrees. All three locations provided bottled water and air conditioning.

In September, Angela and I released the libraries' first monthly newsletter, which highlights all the programs coming up over the course of the month as well as information about new services and library happenings. This newsletter is distributed online, through social media and the libraries' website, and in print, through the schools and all three library locations.

275 people attended programs in the canal series, monthly art receptions and author events at Montague Center reliably garner 25-35 participants each, and children's grab and go STEAM kits continue to be super-popular at all three libraries.

In October, the food pantry at the Millers Falls Branch was expanded. The branch librarian at Millers and I are collaborating with Montague Catholic Social Ministries to provide a bag of fresh groceries each to 10 Millers families each month November thru April. This service is grant-funded for 6 months and there are opportunities for additional funding and expansion, should this first pilot be a success.

The Libraries' new strategic plan was submitted in November and the action plan will be finalized before the end of November.

- 3. Are there presently challenges to your department's ability to meet its goals and requirements due to its FY23 operating budget? If so, offer any your recommendations you may have for improving the situation in FY24.**

Our budget is not presently facing any challenges.

- 4. Did you receive funding for any special articles in FY22 or FY23? Please list them and share the current status of those expenditures/projects.**

The Libraries received funding for masonry repair at the Montague Center Branch and a renovation of the basement of the Carnegie Library. Both projects are waiting for biddable specs to be completed, but will be put out to bid as soon as possible.

LIBRARIES

Dept # 610

EXPENDITURES	Budget FY22	Actual FY22	Budget FY23	Expended thru 12/31/2022	FY24 Level Services Request	FY24 BOS Recommend	FY24 BOS & Fin Comm Recommend
5111 Wages Full Time	164,309	166,129.40	171,123		178,979		
5113 Wages Part Time	127,719	132,332.06	134,268		144,965		
5114 Wages Substitutes					\$8,295		
5142 Shift Differential	750	429.75	750		750		
5144 Longevity	1,400	900.00	1,500		3,100		
5193 Vacation Buy Back		6,983.01					
5194 Sick Leave Buy Back		3,500.00					
TOTAL PERSONAL SERVICES	294,178	310,274.22	307,641	-	336,089		-
5211 Electricity	8,000	8,634.43	12,000		12,000		
5213 Heating Oil	10,700	8,573.01	10,700		10,700		
5231 Water	150	191.80	150		200		
5232 Sewer	350	416.82	350		450		
5241 Bldg R & M		71.85	4,500		4,500		
5242 Alarm Monitoring	715	619.00	715		715		
5247 CWMARS	15,500	13,688.50	15,500		15,500		
5248 Office Equipment R & M	700		700		700		
5341 Internet Connection	2,460	2,801.40	4,860		4,860		
5344 Postage	200	87.84	500		500		
5345 Advertising	200	989.35	500		200		
5350 Recreation Programs	6,000	5,972.66	7,500		7,500		
5360 Book delivery to branches	1,775	1,716.00	1,775		1,775		
5380 PO Box Rental	116		116		-		
5420 Office Supplies	6,000	8,558.24	7,000		7,000		
5580 Other Supplies	1,600	2,466.19	1,600		1,600		
5581 Subscriptions/Books	48,800	47,675.36	49,000		49,000		
5585 Library of Things					5,000		
5587 Media	37,800	31,776.31	38,000		33,000		
5590 Equipment < \$2K	1,000	692.26	1,000		1,000		
5710 Travel	1,400	1,135.03	1,400		1,400		
5730 Dues & Memberships	100	50.00	100		100		
TOTAL EXPENSES	143,566	136,116.05	157,966	-	157,700		-
TOTAL LIBRARIES	437,744	446,390.27	465,607	-	493,789	493,789	493,789

Staffing - Base Wages excluding Overtime/Shift/Holiday

Date of Hire	Title	Grade/Step 7/1/2023	Hourly Rate	Days/Hrs	Total Annual	DOH	Svc FY24	Longevity
10/16/2021	Library Director	G10			80,384.00			
3/24/2014	Children's Librarian A-R-L	E10	30.02	1,820	54,636.40	3/24/2014	10	500
	Admin Support Stipend				3,500.00			
7/29/2014	Library Technician KL 9/10/18	B7	22.23	1,820	40,458.60	7/29/2014	9	300
9/13/2022	Library Assistant I AB 12 +15	A2	16.75	637	10,669.75	10/14/2020	2	
5/3/2018	Library Assistant I CR 26 hrs + 15	A5	18.04	1,367	24,660.68	5/3/2018	7	300
9/10/2007	Library Assistant I JW 13 hrs +15	A10	20.12	483	9,717.96	9/10/2007	16	900
3/31/2014	Library Assistant I SS 28.5 hrs + 20	A10	20.12	1,450	29,174.00	3/31/2014	10	500
6/25/2019	Library Assistant I SO 21 hrs +15	A5	18.04	1,107	19,970.28	6/25/2019	5	300
2/4/2020	Library Assistant I KM 16 hrs +15	A4	17.59	847	14,898.73	2/4/2020	2	
10/31/2018	Library Assistant I JK 7/wk +15	A7	18.86	380	7,166.80	10/31/2018	5	300
	Library Assistant I 13/wk +15	A2	16.75	691	\$7,167			
10/7/2020	Childrens' Asst MD 12/wk +50	B4	20.76	752	15,611.52	10/7/2020	1	
	Saturday Rotation		\$19	312	\$5,928			
	Substitute Library Assistants	n/a	\$15.00	553	\$8,295			
					332,238.52			
					Total			3,100

EXPENDITURES	Budget FY23	Request FY24	Change \$	Change %	Explanation
5111 Wages Full Time	171,123	178,979	7,856	4.59%	Steps
5113 Wages Part Time	134,268	144,965	10,697	7.97%	Steps and increased hours at Carnegie Library
5114 Wages Substitutes		\$8,295	\$8,295	100.00%	New way of calculating substitute hours
5142 Shift Differential	750	750	-		
5144 Longevity	1,500	3,100	1,600	106.67%	Steps
5193 Vacation Buy Back	-	-	-		
5194 Sick Leave Buy Back	-	-	-		
5211 Electricity	12,000	12,000	-		
5213 Heating Oil	10,700	10,700	-		
5231 Water	150	200	50	33.33%	Increase based on usage
5232 Sewer	350	450	100	28.57%	Increase based on usage
5241 Bldg R & M	4,500	4,500	-		
5242 Alarm Monitoring	715	715	-		
5247 Computer R & M	15,500	15,500	-		
5248 Office Equipment R & M	700	700	-		
5341 Telephone	-	-	-		
5341 Internet	4,860	4,860	-		
5344 Postage	500	500	-		
5345 Advertising	500	500	-		
5350 Recreation Programs	7,500	7,500	-		
5360 Book Delivery	1,775	1,775	-		
5380 P.O. Box Rental	116	-	(116)	-100.00%	Arranged for mail to be delivered to branch direc
5420 Office Supplies	7,000	7,000	-		
5580 Other Supplies	1,600	1,600	-		

5581	Subscriptions/Books	49,000	49,000	-	-		
5585	Library of Things		5,000	5,000	100.00%	LOT items had been previous paid for out of eith	
5587	Media	38,000	33,000	(5,000)	-13.16%		
5590	Equipment < \$2K	1,000	1,000	-			
5710	Travel	1,400	1,400	-			
5730	Dues & Memberships	100	100	-			

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Change in Hours
Stephen	9-5		9-5	9-5			21	0
Colleen	10-5	10-5			9-5	9-5	26	-0.5
Judi					9-5		7.5	0
Scott	1:30-7	1:30-7	1:30-7	11:30-5	11:30-5		27.5	-1
Jill	4-7	4-7	4-7				9	-4.5
Children's LA			9:30-2:30	9:30-2:30		9:30-2:30	13.5	1.5
Library Assistant (new)		9-1:30	9-1:30	9-1			13	13
Staff Rotation (new)						10-5	6	6

Total hours added
14.5

4C

Sustainable & Resilient New England Libraries Grant

Through the generosity of an anonymous private foundation, the Association for Rural & Small Libraries is pleased to offer this grant opportunity. Each eligible* library may submit one application with one fundable project related to resiliency and sustainability for your library and/or your community.

Not all applications will be selected for funding. If selected, grants will be in the amount of \$5,000-\$15,000.

The deadline for applying for a grant is 1:00 pm ET on November 22, 2022.

Applicants will be notified of the outcome by December 20, 2022.

Funded projects must be completed by December 31, 2023.

Project reports must be submitted by February 1, 2024.

Section 3: Project and Funding Information

This section is regarding details related to your project and funding needs.

Which category of project are you seeking to fund?

Outreach & Programming Activities

Please tell us about: your library's service area; operating budget; main sources of revenue/income; and community demographics such as age, ethnicity, socioeconomic status, etc.

The Montague Public Libraries serve the five villages of Montague, Massachusetts. The main Carnegie Library serves Turners Falls and the two branches are located in the villages of Millers Falls and Montague Center. The libraries' operating budget for FY2023 is \$452,485, which is funded by the Town of Montague. There are 8,580 residents living in the five villages and their backgrounds and socioeconomic status vary greatly by village. Millers Falls, which this proposal focuses on, has a decreasing population of 1,158. It is 98.5% white and the median age is 43. The median household income in 2020 was \$54,048, a decrease of 19% from a high of \$66,583 in 2017. The medium income for the Commonwealth of Massachusetts increased by 14% during that same time period. 11.6% of the population living in Millers Falls is experiencing poverty. Of those experiencing poverty, a disproportionate percentage (19.1%) are women between the ages of 25 and 34.

Word limit: 300 words

Describe specific service and/or outreach challenges that your library may be facing and that may be helped by the proposed grant. How will your project address the needs of marginalized and/or under-served populations within your community?

*

Unlike Turners Falls, the village of Millers Falls lacks in social service infrastructure. The only public building is the library. A previous library assistant started a two-drawer food pantry three years ago, after giving her lunch to a hungry patron and noticing that many of her patrons regularly struggled with food insecurity. In January of 2022, the Millers pantry was expanded to a full bookcase. The expansion was aided in part by the libraries' ongoing can drive, but largely driven by donations from Montague Catholic Social Ministries, a non-profit that runs a food pantry in Turners Falls. Limited to 5-10 items per week, patrons took approximately 937 items over the course of six months.

With the need for additional food resources in the Millers community firmly established, Montague Catholic Social Ministries applied for and was awarded a CDBG grant that pilots a monthly grocery pick-up program for up to 10 families in Millers Falls, starting November 17th. The program provides participants with fresh, culturally relevant produce, meats, and dairy products and shelf-stable foods, too. An additional education component provides each participating family with healthy recipe cards with guidance on nutrition. With unanimous support from the libraries' trustees, the library purchased a refrigerator, wire rack shelving units, and a chest freezer to support the expanded pantry.

This proposal seeks to expand the CDBG-funded pilot, which runs through April 2023, for an additional five months. By expanding this pilot through September 2023, we can ensure that the families benefitting from the program will not lose access to needed food at a time when food and energy costs are very high and the projected recession is setting in.

Should this program succeed, as we anticipate that it will, the next step would be for the food pantry to become an official site supported by the Food Bank of Western Massachusetts. Achieving this status would require recruiting and training volunteers, food bank registration using the Friends of the Libraries' 501C3 status, the implementation of a regular schedule of picking up and dropping off produce and foods that require refrigeration from two counties away, and a protocol for how we distribute food. While it is anticipated that this is the direction the Millers food pantry will go, the process of setting everything up will not happen overnight.

By funding our original pilot for five months, ASRL will ensure that MCSM and the libraries can continue to provide healthful foods to the Millers Falls community, have time to gather sufficient data to support ongoing food pantry efforts, and successfully implement a permanent solution to the food insecurity currently being experienced in Millers Falls.

Finally, in an effort to further bolster health and nutrition literacy and to sign up those who are eligible for SNAP/HIIP benefits, this grant will also support health and resource education programming. Three healthy, no-cook, nutrition classes/demonstrations will be held at the Millers Branch Library over the course of the grant period.

Total Amount of Funding Requested

*

Budget Item	Description	Cost
Fresh groceries	\$50/bag x 10 families x 5 months	\$2,500
Mileage (MCSM staff)	100/month x.58 x 5	\$290
Staff (MCSM)	\$21/hr x 25hr/month x 5	\$2,625
Shelf-stable foods		\$2,000

Nutrition programming	\$350 per program (including presenter and food supplies) x 3 programs	\$1,050
	Total	\$8465.00

Funding request should be between \$5,000 and \$15,000.

How will the funding be used? Please be as specific as possible on the item(s) and/or service(s) that you intend to purchase. If the item or service requires ongoing maintenance and/or support, please indicate how that will be covered in the long term.

*

Funding will be used to cover the cost of fresh groceries as well as shelf-stable food items and hygiene products. The funding will also cover the cost of MCSN staff hours as they purchase food, prepare bags for each participating family, distribute groceries from the library, and help eligible patrons register for SNAP benefits. Finally, the funding will pay for three family-focused nutrition programs and the costs for supplies.

Word limit: 200 words

6A



Office of the Selectboard

Town of Montague

One Avenue A

Turners Falls, MA 01376

(413) 863-3200 xt. 110

November 17, 2022

Clayton D. Davenport Trucking, Inc.
130 Colrain Street
Greenfield, MA 01301

RE: Notice of Award: Montague City Road Flooding Relief Project

Dear Mr. Davenport,

The Town of Montague, acting through its Selectboard, has authorized the issuance of this letter as a "Notice of Award" for the Montague City Road Flooding Relief Project under the terms of the bid received by Clayton D. Davenport Trucking, Inc, October 13, 2022. The Board has awarded the base bid in the amount of \$326,495.00.

The notice of award is issued with a mutual understanding that the Town will not be in a position to issue the "Notice to Proceed" until the following conditions are met

- The Town has received the outstanding Army Corps General Permit and MassDEP Water Quality Certificate. It was noted during the Bid Process that these entitlements were pending and the jurisdictions are currently reviewing the Application materials
- The Town receives a grant extension from MEMA. The town has applied for the extension understands this process to be a formality.

It is expected that the Town will be able to issue the Notice to Proceed by March 1, or sooner.

The project manager will be Asst. Town Administrator Walter Ramsey. Additionally, the Town has retained the services of Wright-Pierce to serve as the project engineer. The Selectboard appreciates Davenport's cooperation on this project and the town looks forward to working with you on this important infrastructure project.

FOR THE MONTAGUE SELECTBOARD,

Richard Kuklewicz, Chair

Acknowledgement of Receipt by: _____

	Signature	Title	Date
Cc:	Larry Rusiecki PE, Wright-Pierce		
	Walter Ramsey		

Montague City Road Flood Relief Budget Overview 11.17.2022

Final permitting and admin obligated costs	\$	47,090.00
Davenport low bid	\$	326,495.00
<u>total projected expense</u>	\$	<u>373,585.00</u>

	original amount	current balance
Grant #225-5-175-5800-183	\$ 237,287.02	\$ 226,851.00
2020 Appropriation #225-5-175-5801-183	\$ 135,000.00	\$ 119,639.00
2022 Appropriation #225-5-175-5802-183	\$ 66,481.00	\$ 66,481.00
<u></u>	<u>\$ 438,768.02</u>	<u>\$ 412,971.00</u>

Construction Contingency remaining after bid \$ 39,386.00 12%

Note: Pre-Bid Construction estimate was \$365,640

October 20, 2022
W-P Project No. 14228

Ms. Wendy M. Bogusz
Selectboard, Executive Assistant
1 Avenue A
Turners Falls, MA 01376

**Subject: Montague City Road Flooding Protection Project
Evaluation of Bids**

Dear Mr. Silva:

Wright-Pierce has completed its review of the five (5) bids that were received on October 13, 2022 for the Montague City Road project. Clayton D. Davenport Trucking, Inc. apparent lowest Bid came in at \$326,495.00. Wright-Pierce has been in contact with listed references and based on our review, sees no reason for Clayton D. Davenport Trucking, Inc. of Greenfield, MA not to be the selected contractor.

Should the Selectboard consider acceptance of their Bid at this time, Wright-Pierce would recommend that negotiations be considered with Clayton D. Davenport Trucking on the timing of the Notice to Proceed as the permitting approvals for both the Army Corps of Engineering, Pre-Construction Notification (PCN) and MassDEP 401 Water Quality Certificate are outstanding. It was noted during the Bid Process that these entitlements were pending, and the jurisdictions are currently reviewing the Application materials.

Once the Board of Selectmen has voted on award of the Contract, Wright-Pierce will assist the Town with issuance of the Notice of Award. The Pre-Construction Meeting and Contract signing will then be scheduled soon thereafter at the Town Hall.

Let us know if you have any questions on the bids received. We look forward to the construction phase of this project.

Sincerely,
WRIGHT-PIERCE



Larry Rusiecki, P.E.
Project Manager
Lawrence.rusiecki@wright-pierce.com

Enclosures: *Bid Opening Summary*
Bid Tab Form

cc: *Walter Ramsey, Assistant Town Administrator*
Tom Hogan, Wright-Pierce
Clayton Davenport, Davenport Trucking



MONTAGUE, MA
Montague City Road - Flooding Restoration Project
Project No. 14228
Bid Opening October 13, 2022

WRIGHT-PIERCE
Engineering a Better Environment
 94 North Elm Street, Suite 205, Westfield, MA 01085
 Tel: 413-459-2003



BASE BID	Item	Qty.	UNIT	CD Davenport		BIDDER'S NAME		Edward Paige	
				UNIT AMT	BID	SumCo Eco	BID	UNIT AMT	BID
1	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$6,830.00	\$6,830.00	\$6,000.00	\$6,000.00
2	Select Tree Removal (Size and Location per Permit Approval & Directed by Engineer) within Limit of Work	1	LS	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$1.00	\$1.00
3	Traffic Control Uniformed Police Officer (Allowance 80 Hours)	1	AL	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00
4	Erosion & Sedimentation Controls (BMP's) Dewatering / Diversion	1	LS	\$35,000.00	\$35,000.00	\$103,300.00	\$103,300.00	\$7,500.00	\$7,500.00
5	Clear, Grub, Invasive Plant Removal (-/+ 0.75 Ac) Off-site Disposal	1	LS	\$30,000.00	\$30,000.00	\$26,000.00	\$26,000.00	\$40,000.00	\$40,000.00
6	Stream Channel Dredge, Grade & Sediment Removal	400	CY	\$80.00	\$32,000.00	\$76.00	\$30,400.00	\$460.00	\$184,000.00
7	Stream Channel Dredge and Stockpile material from portion of Pan-Am Railroad Property	75	CY	\$65.00	\$4,875.00	\$52.00	\$3,900.00	\$200.00	\$15,000.00
8	Cut and Off-Site Disposal - Unstable Earthen Materials & Debris	500	CY	\$70.00	\$35,000.00	\$76.00	\$38,000.00	\$60.00	\$30,000.00
9	BYW / Wetland Remediation / Flood Plain Restoration / Fine Grading to Elevations per Cross Section and Grading Plan	2,700	SY	\$7.00	\$18,900.00	\$3.00	\$8,100.00	\$1.00	\$2,700.00
10	Wetland Plantings, Seed-Mix, Channel Stabilization BMP's	11,600	SY	\$3.00	\$34,800.00	\$5.00	\$58,000.00	\$1.00	\$11,600.00
11	Sawcut & Removal of Existing Pavement	35	SY	\$52.00	\$1,820.00	\$157.00	\$5,495.00	\$50.00	\$1,750.00
12	Drainage Structure - Catch Basin with hood	2	EA	\$5,000.00	\$10,000.00	\$9,650.00	\$19,300.00	\$15,000.00	\$30,000.00
13	Furnish and install 12" HDPE Drainpipe	50	LF	\$180.00	\$9,000.00	\$221.00	\$11,050.00	\$250.00	\$12,500.00
14	Furnish and Install (12" Depth) Processed Aggregate 2" minus Base - "MassDOT"	4	CY	\$100.00	\$400.00	\$272.00	\$1,088.00	\$100.00	\$400.00
15	Furnish and Install HMA Bituminous Pavement including Binder (2.5" Depth) and Top Course (1.5" Depth) - "MassDOT"	8	TON	\$875.00	\$7,000.00	\$1,230.00	\$9,840.00	\$350.00	\$2,800.00
16	Furnish and Install TMA Type A - 4" Cap Cod Berm	500	LF	\$21.00	\$10,500.00	\$28.00	\$14,000.00	\$10.00	\$5,000.00
17	Furnish and Install Misc. Concrete Patch, Drainage Structure Cleaning & Vector Truck of existing drainage structures indicated on the Plan	1	LS	\$75,000.00	\$75,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
18	As-Built Survey	1	LS	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00
TOTAL BASE BID AMOUNT				\$326,495.00	\$326,495.00	\$375,203.00	\$375,203.00	\$376,951.00	\$376,951.00

GRAND TOTAL BASE BID AMOUNT	\$326,495.00	\$375,203.00	\$376,951.00
------------------------------------	---------------------	---------------------	---------------------



MONTAGUE, MA
Montague City Road - Flooding Restoration Project
Project No. 14228
Bid Opening October 13, 2022



				AJ Virgilio		MassWest	
BID QUANTITIES							
	Item	Qty.	UNIT	UNIT AMT	BID	UNIT AMT	BID
BASE BID							
1	Mobilization	1	LS	\$10,946.00	\$10,946.00	\$10,000.00	\$10,000.00
2	Select Tree Removal (Size and Location per Permit Approval & Directed by Engineer) within Limit of Work	1	LS	\$1,472.00	\$1,472.00	\$76,000.00	\$76,000.00
3	Traffic Control Uniformed Police Officer (Allowance 80 Hours)	1	AL	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00
4	Erosion & Sedimentation Controls (BMP's) Dewatering / Diversion	1	LS	\$131,891.00	\$131,891.00	\$70,000.00	\$70,000.00
5	Clear, Grub, Invasive Plant Removal (+/- 0.75 Ac) Off-site Disposal	1	LS	\$103,232.00	\$103,232.00	\$52,000.00	\$52,000.00
6	Stream Channel Dredge, Grade & Sediment Removal	400	CY	\$94.00	\$37,600.00	\$24.00	\$101,600.00
7	Stream Channel Dredge and Stockpile material from portion of Par-Am Railroad Property	75	CY	\$70.00	\$5,250.00	\$430.00	\$32,250.00
8	Cut and Off-Site Disposal - Unstable Earthen Materials & Debris	500	CY	\$91.00	\$45,500.00	\$150.00	\$75,000.00
9	BVW Wetland Remediation / Flood Plain Restoration / Fine Grading to Elevations per Cross Section and Grading Plan	2,700	SY	\$10.00	\$27,000.00	\$23.00	\$62,100.00
10	Wetland Plantings, Seed-Mix, Channel Stabilization BMP's	11,600	SY	\$9.40	\$109,040.00	\$2.50	\$29,000.00
11	Sawcut & Removal of Existing Pavement	35	SY	\$34.00	\$1,190.00	\$170.00	\$5,950.00
12	Drainage Structure - Catch Basin with hood	2	EA	\$8,568.00	\$17,136.00	\$12,000.00	\$24,000.00
13	Furnish and Install 12" HDPE Drainpipe	50	LF	\$271.00	\$13,550.00	\$200.00	\$10,000.00
14	Furnish and Install (12" Depth) Processed Aggregate 2" minus Base - "MassDOT"	4	CY	\$424.00	\$1,696.00	\$460.00	\$1,840.00
15	Furnish and Install HMA Bituminous Pavement including Binder (2.5" Depth) and Top Course (1.5" Depth) - "MassDOT"	8	TON	\$1,345.30	\$10,762.40	\$750.00	\$6,000.00
16	Furnish and Install HMA Type A - 4" Cap Cod Berm	500	LF	\$29.20	\$14,600.00	\$18.00	\$9,000.00
17	Furnish and Install Misc. Concrete Patch, Drainage Structure Cleaning & Vector Truck of existing drainage structures indicated on the Plan	1	LS	\$33,713.00	\$33,713.00	\$9,000.00	\$9,000.00
18	As-Built Survey	1	LS	\$11,037.00	\$11,037.00	\$14,000.00	\$14,000.00
TOTAL BASE BID AMOUNT				\$580,815.40		\$592,940.00	
GRAND TOTAL BASE BID AMOUNT				\$580,815.40		\$592,940.00	



November 17th, 2022

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

Re: Montague Emergency Sewer Repair

Walter,

This letter is to formally request an increase in the contract amount by \$29,750.00 due to unexpected conditions that were not discovered until the project got underway. The increases are to cover additional labor for control of water, pumping, and removal of an abandon water line.

If you have any questions or concerns, please contact me at this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Clayton D Davenport III".

Clayton D Davenport III

Montague City Road Emergency Sewer Repair Photos from 11/14/22



(l) 12 foot deep trenching. Note two drainage pipes are being deployed

(r) segment of clay sewer pipe that is being removed

SPACE PLANNING - CONCEPT TWO

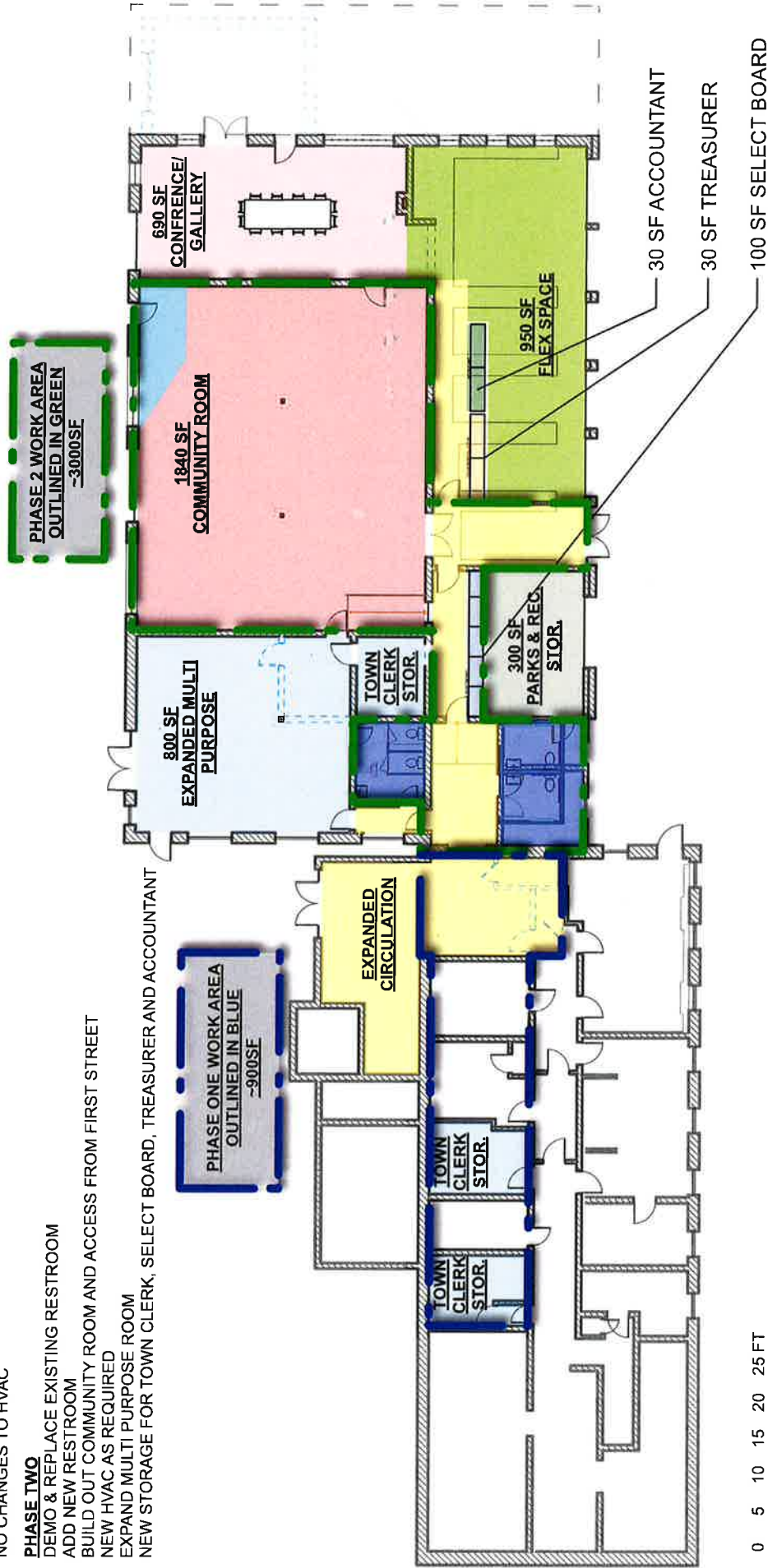
REVISED 11/15/2022

PHASE ONE

DEMO EXISTING NON ACCESSIBLE RESTROOMS
 DEMO EXISTING ELECTRICAL ROOM
 DEMO BRICK INFILL OF ARCH AT ENTRY/CIRCULATION
 NEW FLOORING, LIGHTING AND PAINT THROUGHOUT
 NO CHANGES TO HVAC

PHASE TWO

DEMO & REPLACE EXISTING RESTROOM
 ADD NEW RESTROOM
 BUILD OUT COMMUNITY ROOM AND ACCESS FROM FIRST STREET
 NEW HVAC AS REQUIRED
 EXPAND MULTI PURPOSE ROOM
 NEW STORAGE FOR TOWN CLERK, SELECT BOARD, TREASURER AND ACCOUNTANT



RENOVATIONS TO TOWN HALL ANNEX
 TOWN OF MONTAGUE

September, 2022

THOMAS DOUGLAS
 Architects, Inc.

186 Pleasant Street, Northampton, MA 01060 www.tdouglesarchitects.com

16
 19

Task Owners

- Selectboard
- Wendy
- Steve
- Carolyn
- Education
- CIC

FY24 BUDGET SCHEDULE

rev date 11.17.22

Schedule Targets:

ATM May 6 2023

Notable FinCom Tasks
In addition to Regular Meetings

NOVEMBER 2022

	S	M	T	W	Th	F	S
Nov 1, Prelim AA to GM, budget forms to depts			1	2	3	4	5
Town Dept Preliminary Capital Requests 11/1	6	7	8	9		11	12
Notice of expanded budget requests due 11/15	13	14	15	16	17	18	19
FY23 tax rate classification hearings (11/12-28)	20	21	22	23		25	26
	27	28	29	30			

CIC check-in

DECEMBER 2022

	S	M	T	W	Th	F	S
GMRSD Capital Requests Due Dec 1					1	2	3
	4	5	6	7	8	9	10
Budget requests due to Acct 12/12	11	12	13	14	15	16	17
	18	19	20	21		23	24
	25		27	28	29	30	31

JANUARY 2023

	S	M	T	W	Th	F	S
CIC/ATA solidfy capital article slate 1/11	1		3	4	5	6	7
UGGA Numbers Announced at MMA 1/20?	8	9	10	11	12	13	14
SB meeting focused on FY23 budget 1/23	15		17	18	19	20	21
TA brings SB budget recs to FC 1/25	22	23	24	25	26	27	28
Governor's House budget released by now	29	30	31				

Consider schedule

GMRSD Budget joint meeting w Gill)



Montague Town Administrator FY24 Budget Message

From: Steven Ellis, Town Administrator
To: Department Heads
Subject: FY24 Budget Message
Date: October 25, 2022

Dear Colleagues,

Winter is around the corner and so too is Montague's Annual Budget Process! This letter is intended to offer direction relative to departmental operating budget requests. **All departmental budget requests are to be submitted to Carolyn Olsen by 4pm on Monday, December 12** and you are welcome to submit them sooner. Carolyn distributed budget worksheets along with this Budget Message. Please let her know if you did not receive yours or contact either of us if you have other questions.

As we look ahead, the FY24 budget process begins with optimism, but with uncertainty relative to future years. As we begin this budget cycle, **we have confidence that state aid and local receipts will maintain present levels, but with only modest/incremental growth likely.** Inflation and a softening economy raise concerns for revenues in FY25 and beyond, suggesting a conservative approach to finances is prudent. However, there is no present evidence of a decline in revenue that would necessitate reductions in spending that would decrease required public services or efficiency.

Department heads may submit level-services budget requests at any time without further review. If, however, you propose a substantive change in your budget or staffing plan, it should be brought to my and Carolyn's attention no later than November 15. This will provide a chance for us to review the requests with you internally, ahead of bringing them to the Selectboard and Finance Committee for advance discussion. This smooths out the full request review process that begins in January.

As in the past, your submission must be accompanied by a completed budget narrative describing substantive changes from the previous year's submission. That simple form is also attached to this email. As in the past, departments with multiple sub-budgets do not need to answer the same questions multiple times or to file narratives for any lesser sub-budgets for which substantive changes are not proposed.

Thank you for the time and attention you put into development of your budgets and narratives. Quality work on the front end will save time through the course of the budget season.

Please feel free to schedule a time to speak with Carolyn or me if you have any technical or other questions about the process, or substantive changes to propose.

Thank you,

A handwritten signature in black ink that reads "Steven Ellis". The signature is written in a cursive style with a large, stylized initial "S".

Steven Ellis
Town Administrator

Massachusetts Department of Revenue Division of Local Services

7B

Geoffrey E. Snyder, Commissioner
Sean R. Cronin, Senior Deputy Commissioner of Local Services

9/20/2022

NOTIFICATION OF FREE CASH APPROVAL - Town of Montague

Based upon the un-audited balance sheet submitted, I hereby certify that the amount of available funds or "free cash" as of July 1, 2022 for the Town of Montague is:

General Fund		\$2,469,826.00
Enterprise Fund	SEWER	\$420,364.00
Enterprise Fund	AIRPORT	\$1,029.00

This certification is in accordance with the provisions of G. L. Chapter 59, §23, as amended.

Certification letters will be emailed to the mayor/manager, board of selectmen, prudential committee, finance director and treasurer immediately upon approval, provided an email address is reported in DLS' Local Officials Directory. Please forward to other officials as you deem appropriate

Special Revenue and Trust Fund Balnces as of 10/31/22

Receipts Reserved for Appropriation

491 Sale of Cemetery Lots	4,100.00			4,100.00
491 Sale of Highland Lots	24,952.62	3,300.00		28,252.62
942 Sale of Real Estate	615,446.00	74,000.00		689,446.00
Total Fund 226	644,498.62	77,300.00	-	721,798.62

Colle Operations	396,485.26	44,730.00	12,771.58	428,443.68
-------------------------	------------	-----------	-----------	------------

	Balance 7/1/2022	Receipts	Expended	Balance 10/31/2022
Expendable Trust Funds				
137 Stabilization Fund	1,133,667.95	6,430.20		1,140,098.15
138 GMRSD Stabilization	103,091.96	40,832.15		143,924.11
139 FCTS Stabilization	143,024.57	124,740.59		267,765.16
150 Cannabis Impact Stab Fund	461,050.66	547.38	238,800.00	222,798.04
173 Conservation Fund	6,554.42	10,022.27		16,576.69
217 Police Academy Payback	6,303.28	975.81		7,279.09
310 Madeline Carlson Trust	5,931.37	216.66		6,148.03
337 Town Capital Stab	1,404,857.97	215,735.38	250,000.00	1,370,593.35
366 WPCF Capital Stab	387,213.00	536.09	130,000.00	257,749.09
493 Aaron Clark Cemetery	391.17			391.17
496 Elm Grove Cemetery	148.49			148.49
497 Old South Cemetery	6,299.74			6,299.74
498 Montague City Cemetery	3,147.49			3,147.49
621 E Stoughton	235.57			235.57
622 F Starbuck	140.28			140.28
651 Roosevelt Park	3,344.58			3,344.58
699 TFAC Trust Fund	16,779.70			16,779.70
900 OPEB Trust Fund	1,094,298.78	(51,696.59)		1,042,602.19
Total Expendable Trusts	4,776,480.98	348,339.94	618,800.00	4,506,020.92

8A



COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs and Business Regulation
DIVISION OF STANDARDS

One Ashburton Place • Room 1115 • Boston, MA 02108
(617) 727-3480 • Fax (617) 727-5705
www.Mass.Gov/STANDARDS

CHARLES D. BAKER
GOVERNOR
KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT
EDWARD PALLESCHI
UNDERSECRETARY
JAMES P. CASSIDY, JR.
DIRECTOR

August 19, 2022

Sent Via Email and Regular Mail

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

Re: New Contract and Fee for Weights and Measures Services

Dear Mr. Ellis:

Many Massachusetts municipalities, including the Town of Montague (“Montague”), have chosen to contract with the Division of Standards (“Division”) to perform weights and measures functions pursuant to M.G.L. c. 98, § 35(a) (“Contracted Municipalities”). In most cases, these Contracted Municipalities signed one-page contracts with the Division many years ago, which have automatically renewed every year. The Division has not asked these Contracted Municipalities to execute new contracts nor has the Division changed the fee for its services in more than a decade.

Pursuant to M.G.L. c. 98, § 35(a)(2), on March 21, 2022, the Massachusetts Weights and Measures Standing Advisory Committee adopted a new fee structure for the Division’s performance of weights and measures functions for the Contracted Municipalities. Using the newly adopted hourly rate and estimates of the time it takes to perform each inspection type, the Division calculated each Contracted Municipalities’ new annual fee based on the number and type of inspections the Division performed in that Contracted Municipality in calendar year 2021.

The Division has also updated the contract it will use to provide these services to better describe the services the Division provides and to better define each parties' responsibilities. As a result, the Division will require each Contracted Municipality that wishes to continue contracting with the Division to execute a new contract. A copy of the new contract for the Town of Montague is attached hereto for your review.

As you may know, M.G.L. c. 98, § 56 authorizes municipalities to determine for themselves the fees the municipalities charge the owners of weights and measures devices subject to annual inspection and sealing. As a result, Montague can choose to recoup the full amount of the Division's new contract amount by setting its municipal device inspection fees accordingly. Contracted Municipalities may wish to begin the process now of adjusting their device inspection fees to reflect the new cost of contracting with the Division.

If Montague would like the Division to continue to provide weights and measures services, please execute the enclosed contract and return it to me no later than December 1, 2022. The new annual contract term will be January 1, 2023 through December 31, 2023.

We look forward to continuing to provide weights and measures services to Montague. Please let me know if you have any questions.

Respectfully,

James P. Cassidy, Jr.

James P. Cassidy, Jr.
Director

Massachusetts Division of Standards
1 Ashburton Place, Room 1115
Boston, MA 02108
617-727-3480
James.Cassidy@mass.gov

Cc: Select Board
Enc.

AGREEMENT
for
WEIGHTS AND MEASURES SERVICES

This Agreement is made this ___ day of _____ 20___, by and between the Commonwealth of Massachusetts Division of Standards (the "Division") and the Town of Montague, Massachusetts, a political subdivision of the Commonwealth of Massachusetts ("Municipality").

WITNESSETH:

WHEREAS, M.G.L. c. 98, § 35(a) requires the Municipality to establish a comprehensive weights and measures enforcement system; and

WHEREAS, M.G.L. c. 98, § 35(a)(2) allows the Municipality to satisfy the obligations established pursuant to Section 35(a) by contracting with the Division for the enforcement of the laws pertaining to the sealing of weighing and measuring devices, the inspection of item and unit pricing laws, and the enforcement of other laws relative to weights and measures; and

WHEREAS, the Municipality has explored the options available to the Municipality by law to satisfy the obligations established pursuant to M.G.L. c. 98, Section 35(a) and has chosen to contract with the Division pursuant to Section 35(a)(2) to meet those obligations.

WHEREAS, the Division and the Municipality will work together to ensure the enforcement of the laws pertaining to the sealing of weighing and measuring devices, the inspection of item and unit pricing laws, and the enforcement of other laws relative to weights and measures in the Municipality.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

I. TERM

The Agreement shall have a term of one year ("Term"), with the initial Term commencing on January 1, 2023. The Agreement shall automatically renew as governed by Section VI of this Agreement.

II. SCOPE AND TIMING OF WORK

The Division shall furnish the Municipality with weights and measures services pursuant to M.G.L. c. 98, § 35(a)(2) during the Term, as follows:

1. The Division shall test and seal those commercial weighing and measuring devices located in the Municipality at the time the Division visits device owners whose devices, in the Division's sole determination, are required by Massachusetts law to be tested and sealed.

2. The Division shall inspect those retail businesses operating in the Municipality which in the Division's sole determination are subject to the provisions of M.G.L. c. 98, § 56D for compliance with said Section 56D at least once every two years.
3. The Division shall inspect those retail businesses operating in the Municipality which in the Division's sole determination are subject to the provisions of M.G.L. c. 6, § 115A, M.G.L. c. 94, §§ 184A-184E, or M.G.L. c. 94, §§ 295A-295O for compliance with the unit pricing, item pricing, or price advertising requirements contained in those statutes.
4. The Division shall test and seal or inspect such other weights and measures devices located in, or businesses operating in, the Municipality which, in the Division's sole determination, must be so tested and sealed or inspected pursuant to Massachusetts law.
5. The Division shall investigate those consumer complaints against businesses operating in the Municipality that are received by the Division pursuant to Paragraph III and that, in the Division's sole determination, relate to weights and measures violations.
6. The Division shall have the sole authority to determine the timing of the performance of its responsibilities contained in Paragraph II.
6. The Division shall provide the Municipality with a summary of all businesses in the Municipality where the Division tested and certified devices or conducted inspections during the Term ("Inspections Summary"). The Division will also include in the Inspection Summary the number and class of devices tested.

III. MUNICIPALITY PERFORMANCE

The Municipality shall notify the Division when new businesses commence operating in the Municipality which the Municipality has reason to believe are subject to weights and measures testing and sealing or inspection, as described in Paragraph II. The Division shall not be responsible for the testing and sealing or inspection of any such new businesses unless and until the Municipality has provided the name and address of any such new business to the Division. The Municipality may notify the Division of any complaints the Municipality receives about potential weights and measures violations in the Municipality.

IV. CONTRACT AMOUNT AND PAYMENT

The Municipality herein agrees to pay the Division for providing the services contained in Paragraph II during the Term the amount of \$7,182.00. The Municipality agrees to remit payment in full of this amount to the Division no more than 30 days after the Municipality has received the invoice and Inspection Summary.

V. DEFAULT

The Municipality's failure to pay outstanding amounts due under this Agreement within thirty (30) days of receipt of the Division's invoice and Inspections Summary shall constitute a breach of the Agreement. Such a breach authorizes the Division, in its sole determination, to terminate the Agreement after providing at least thirty (30) days written notice of such breach and termination to the Municipality.

VI. RENEWAL, AND TERMINATION

The Agreement shall automatically renew unless either party notifies the other party no later than November 30 of the nonrenewing party's decision not to renew the Agreement. Either party may terminate the Agreement for any reason by providing at least sixty (60) days written notice to the other party.

VII. REPRESENTATIONS AND WARRANTIES

The Municipality has been fully authorized to execute this Agreement and no further action is required for the Municipality to perform its obligations hereunder. This Agreement has been duly executed by the undersigned on behalf of the parties and constitutes a valid and binding obligation of the parties. The undersigned executing this Agreement on behalf of the Municipality has the right, power, authority, and legal capacity to enter into this Agreement and to bind the Municipality thereby. The execution, delivery, and performance of this Agreement by the Municipality does not and will not violate, conflict with, or result in a breach of, or constitute a default under, any of the terms, conditions, or provisions of any statute, law, or regulation of any jurisdiction as such law or jurisdiction relates to the Municipality, or any judgement, order, injunction, decree or award of any court or arbitrator, administrative agency, or government or regulatory body against or binding upon the Municipality. There are no actions pending before any court or governmental authority or, to the Municipality's knowledge, any investigations pending or actions threatened, that question or challenge the validity of this Agreement or any action taken or to be taken by the Municipality in connection with the obligations undertaken pursuant to this Agreement. The Division makes no representations as to the correctness, sufficiency, or accuracy of any actions it performs or decides not to perform pursuant to the Agreement.

VIII. SEVERABILITY

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

IX. NOTICES

Any notices or communications related to this Agreement shall be in writing and sent by email and mail, concurrently,

if to the Division, to:

if to the Municipality, to:

Director
Division of Standards
One Ashburton Place
Room 1115
Boston, MA 02108
Standards.mail@mass.gov

X. INDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Division, and any employee or agent thereof (each of the foregoing being hereafter referred to individually as an "Indemnified Party"), against all liability, including any expenses and reasonable attorney fees, to the Municipality or to third parties (other than liability resulting primarily from the gross negligence of the Indemnified Party) arising from any action or inaction of the Division. The Municipality's obligation to indemnify any Indemnified Party will survive the expiration or termination of the Agreement by either party for any reason. The Division may, at its option, conduct the defense in any third-party action arising from the Agreement and the Municipality promises to fully cooperate with such defense.

XI. MISCELLANEOUS

This Agreement may not be assigned by the Municipality without the Division's prior written approval. If an assignment is authorized under this Agreement or applicable law, all terms and conditions shall be binding on the parties' successors and assigns. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by either party shall not constitute a waiver of any other provision or a waiver of the same provision at any other time. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement under seal as of the day and year first above written.

DIVISION OF STANDARDS

BY: _____
Director James P. Cassidy, Jr

TOWN OF MONTAGUE

BY: _____
Name:

Title: _____



8B

November 09, 2022

Dear Richard Kuklewicz:

Thank you for your participation in the Mass Cultural Council's Local Cultural Council Program. Communities like Turners Falls play a vital role in ensuring people across the Commonwealth have access to culture in their community.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find the contract and scope of services for the Montague Cultural Council's FY23 allocation of \$8,300. Please review these documents carefully and return the required paperwork by December 19, 2022. For questions about the contract, please contact Marc Sulmonte at 617-858-2823 or marc.sulmonte@mass.gov.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in cursive script that reads 'Nina Fialkow'.

Nina Fialkow
Chair

A handwritten signature in cursive script that reads 'Michael J. Bobbitt'.

Michael. J. Bobbitt
Executive Director

Contract Instructions

State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Mass Cultural Council is not.

Instructions for completing the contract package:

1. **Standard Contract:** Print and sign the enclosed contract. We need the original copy with the "wet" signature. We cannot accept copies or scanned documents.
2. **The scope of services:** Defines how the funds are to be expended following Mass Cultural Council regulations, it is an attachment to the standard contract.
3. **Contractor Authorized Signatory Listing:** Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature. We cannot accept copies or scanned documents. **You are not required to have it notarized - the second page of the document is optional.** https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf

All three documents should be returned via mail to me by December 19, 2022. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package. If you or any of your staff have any questions, please feel free to contact me.

Thank you very much,

Marc Sulmonte
617-858-2823
marc.sulmonte@mass.gov

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 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 Montague Montague Cultural Council (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART	
Legal Address: (W-9, W-4): Town Hall 1 Avenue A Turners Falls MA 1376		Business Mailing Address: 10 Saint James Ave., 3 rd Fl., Boston, MA 02116	
Contract Manager: Richard Kuklewicz	Phone: 413-863-3200 x108	Billing Address (if different):	
E-Mail: selectscity@montague-ma.gov	Fax:	Contract Manager: Marc Sulmonte	Phone: 617-858-2823
Contractor Vendor Code: VC6000191893		E-Mail: marc.sulmonte@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: FY23-LC-LCC-1495	

<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>
--	---

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services 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.

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.)

Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). **\$8,300**

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: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ 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.)

Local Cultural Council Allocation for the Montague Cultural Council

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

2. may be incurred as _____, 20____, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

3. were incurred as of **July 01, 2022**, a date **PRIOR** 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 **June 30, 2023**, 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, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, 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: David T. Slatery

Print Title: Deputy Director

Scope of Services

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in the Local Cultural Council Program Guidelines.

Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- This Checklist:** Have you double check all the items on the list?
- Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature? Does it include the attached scope of services page?
- Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature?

YOUR INITIALS: _____

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

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
Richard Kuklewicz	Chair, Selectboard

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: November 21, 2022

Title: Chair, Selectboard

Telephone: 413-863-3200

Fax: 413-863-3231

Email: selectscity@montague-ma.gov

[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.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: Town of Montague
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191893

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Richard J. Kuklewicz

Title: Chair, Selectboard

X _____
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the
aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the
aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an
authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

WendyB-Montague Selectboard

From: StevenE - Montague Town Administrator
Sent: Tuesday, November 15, 2022 12:13 PM
To: WendyB-Montague Selectboard
Cc: Jan Ameen-FCSWMD; TomB - Montague Highway Department
Subject: FW: Congratulations! Montague 2022 SMRP Grant Award
Attachments: Montague 2022 SMRP Grant Award Letters.pdf; Montague Spring22 RDP Contract.pdf; Spring22_RDP_Checklist.pdf

Importance: High

Hi Wendy

Please place this on the Selectboard agenda for next Monday. If Jan is available, we can make it a separate item on the agenda, otherwise we can place it under TA Business and I will introduce and explain it to the board. I say this understanding Tom won't be back to work until Tuesday.

Thanks - Steve

From: Mbah, Wilfred (DEP) <wilfred.mbah@state.ma.us>
Sent: Tuesday, November 15, 2022 10:52 AM
To: StevenE - Montague Town Administrator <StevenE@montague-ma.gov>
Cc: Jan Ameen-FCSWMD <fcswmd@crocker.com>; Susan Waite <swaitewmassmac@gmail.com>
Subject: Congratulations! Montague 2022 SMRP Grant Award
Importance: High

Dear Municipal Recycling Official,

Happy America Recycles Day! We are pleased to inform you that your municipality has been awarded a Sustainable Materials Recovery Program (SMRP) Municipal Grant from the Massachusetts Department of Environmental Protection. The terms and conditions of your grant are outlined in the attached award documents. Please sign and return via email the attached RDP Contract as per the instructions provided on the Grant Checklist.

Should you have any questions, please email [Janine Bishop](#), Grant Manager for the SMRP Grant Program.

Congratulations and thank you for the work you do to reduce waste, reuse, and improve recycling in the Commonwealth.

MassDEP
Municipal Waste Reduction Branch



Are you recycling right? Find out:
<https://www.recyclesmartma.org>



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, 2022

Dear Mr. Steven Ellis,

Congratulations! I am pleased to notify you that the Town of Montague has been awarded a Sustainable Materials Recovery Program grant in the amount of \$10,200. 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 Janine Bishop at Janine.Bishop@mass.gov if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Two handwritten signatures in blue ink. The signature on the left is "Charles Baker" and the signature on the right is "Karyn E. Polito".



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

November 15, 2022

Mr. 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 17 points and will receive \$10,200.

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. We are awarding over \$4.2 million in SMRP funding to 270 municipalities and regional groups in this round of funding.

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 (RDP) funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction and more. Please refer to the [RDP Approved Expenses List](#) for more information. 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 grant award, please sign and return the attached RDP Contract via email before January 15, 2023. After we receive your signed RDP contract, funds will be sent to your community. See the enclosed checklist for further instructions related to your RDP grant. Should you have any questions, please email [Janine Bishop](mailto:Janine.Bishop@mass.gov) at Janine.Bishop@mass.gov.

Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg
Commissioner

cc: Jan Ameen, Executive Director

This information is available in alternate format. Contact Glynis Bugg at 617-348-4040.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

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 \$10,200.

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 *2022 Details: Recycling Dividends Program 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 Service 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 submit the annual notification to MassDEP on or before February 15th during the term of the Grant. Failure to submit by this deadline will result in the loss of an RDP point.

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. *See Details: Recycling Dividends Program guidance document for additional information on point value.*

RDP Payment Brackets

# of Households that Receive Trash Service Provided by the Municipality	Point Value Basic Level 1-9 pts.	Point Value Advanced Level \geq 10 pts. or RDP EJ Populations
0 - 1,999	\$245	\$350
2,000 - 4,999	\$420	\$600
5,000 - 7,499	\$770	\$1,100
7,500 - 9,499	\$910	\$1,300
9,500 - 12,499	\$1,260	\$1,800
12,500 - 16,999	\$2,100	\$3,000
17,000 - 24,999	\$2,450	\$3,500
25,000 - 31,999	\$2,800	\$4,000
32,000 - 99,999	\$4,550	\$6,500
100,000 +	\$7,000	\$10,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2021 and June 30, 2022 and that these programs fully meet the performance standard set forth in the *2022 Details: Recycling Dividends Program guidance document.*
8. **Use of Funds:** RDP Payments shall be expended on activities and programs listed on the Approved Spending Categories for Recycling Dividends Program and Regional Small Scale Initiative Funds, to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account is recommended. 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. Submission of the Annual Notification of Buy Recycled Policy as described in condition 5. above is also required. Failure to comply with these reporting requirements will result in the loss of one RDP point and may 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:
(NET RDP POINTS EARNED) x (VALUE OF EACH POINT)

a. Bulky Items	2
b. Center for Hard to Recycle Materials	2
c. Curbside Recycling Regulation	0
d. Diversity, Equity, and Inclusion	0
e. Household Hazardous Waste	2
f. Organics	2
g. Recycling Center Access	0
h. ReUse Programs	0
i. Solid Waste Reduction	5
j. Textile Recovery Initiative	1
k. Outreach and Education	1
l. Yard Waste	2
TOTAL RDP POINTS EARNED	17
POINT DEDUCTED DUE TO LATE SUBMISSION	N/A
NET RDP POINTS EARNED	17
VALUE OF EACH POINT	\$600
RDP PAYMENT AMOUNT	\$10,200

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

COMMONWEALTH OF MASSACHUSETTS

By: _____
John Fischer, Deputy Division Director _____ **Date**
Bureau of Air and Waste
Department of Environmental Protection

Town of Montague
Municipal Official(s) Authorized to sign: **Chair Selectboard**

By: _____
Signature _____ **Title** _____ **Date** _____

Print Name



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 2022. 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, 2023 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 hand drawn using a mouse or finger if working from a touch screen device; or
3. Electronic signature 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. Please review the list of [Approved Spending Categories](#) to determine the appropriate category. Items/activities are listed in the category deemed most appropriate in cases where there is overlap.
- 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.