

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday May 8, 2023

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/89426352204>

Meeting ID: 894 2635 2204 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

- 1. 6:00 PM** Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
- 2. 6:00** Approve Selectboard Minutes from May 1, 2023
- 3. 6:01** Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
- 4. 6:03** Clean Water Facility Superintendent, Chelsey Little
 - Discharge Report Monthly Summary April 2023
 - Odor Discussion
 - New Draft Permit Requirements Update
 - Project Update: Aeration Blowers and Diffusers
 - Project Update: Composting
 - Project Update: Industrial Blvd Pump Station Upgrade
 - Authorize the Chair to sign the Rural and Small Town (RST) grant extension contract (eSignature and paper)
 - Generator Project Update
- 5. 6:30** Montague Center Firefighters Association, Ann Fisk
 - Request to use Montague Center Common for Community Gathering to honor American Military Personnel lost in Wars 5-28-23 11:00AM-12:00PM
- 6. 6:35** Presentation and Public Input Related to Recreation Settlement Agreement with FirstLight Power
 - Overview of Recreational Settlement Agreement and Related Agreements
 - Question and Answer
 - Public Input
 - Selectboard Discussion and Next Steps
- 7. 7:35** ARPA Social Service Agency Gap Funding April 1, 2023- September 1, 2023. Total Request \$30,000. Authorize Professional Services Agreements with the following agencies:
 - Montague Catholic Social Ministries "Families Learning Together" Program \$10,000
 - Western Mass Recovery Learning Community "Montague Expansion" Project- \$10,000
 - Brick House- "Youth Education and Prevention" Program- \$10,000
- 8. 7:45** Town Administrator Report
 - Report and discussion of Annual Town Meeting Results and Follow-ups
 - Update on Colle-Shea Theater Roof Bid
 - Posted: Six Town Regionalization Planning Board Vacancy

OTHER:

Next Meeting: Selectboard, Monday May 15, 2023, at 6:30 PM via ZOOM

Montague Permit Discharge Results Summary April 2023

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.65
BOD mg/L	30 mg/L (Average Monthly)	8.3
BOD % Removal	>/= 85.0% (Average Monthly)	97.0%
TSS mg/L	30 mg/L (Average Monthly)	10.4
TSS % Removal	>/= 85.0% (Average Monthly)	96.6%
pH Low	6.0 SU (Daily)	6.49
pH High	8.3 SU (Daily)	7.62

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter



Attachment B Budget

FY2022 Rural and Small Town Grant

Name of Municipality Include name of Subcontractor if applicable	Program Manager Name, phone and email <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Montague	Name: Walter Ramsey Phone: (413) 863-3200 Email: planner@montague-ma.gov

Project Description <i>Brief Summary of Project</i>
The Town of Montague will replace an existing sewer pump station securing its life for the coming 25+ years and ensuring no substantial interruption of services to the largest base of industry and employment in Montague, the Franklin County Technical School, the Ja'Duke Performing Arts, and Early Childcare facility.

Project Tasks	Cost by Task
Design/Engineering	\$30000.00
Other Professional Fees	\$0.00
Permitting	\$0.00
Construction	\$127000.00
Contingency	\$12000.00
Construction Admin.	\$0.00
Personnel (incl.tax/fringe)	\$0.00
Consultants/Prof. Fees	\$0.00
Meeting Express/Events	\$0.00
Project Supplies/Materials	\$0.00
Other/Miscellaneous	\$0.00
TOTAL	\$169000.00

(add additional rows as necessary)

rev. 10/2021

Eligible?:

See SBPP requirements
and exceptions at
www.mass.gov/sbpp :

Item Information

Item # 1: (00-00 - 00) The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through April 2, 2021. For the most up to date program information, visit www.mass.gov/onestop.

U N S P S C Code: 00-00-00

Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer:

Brand:

Model:

Make:

Packaging:

Exit



Commonwealth of Massachusetts

DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

October 1, 2021

Mr. Richard Kuklewicz
Chair, Select Board, Town of Montague
One Avenue A
Montague, MA 01376

Dear Mr. Kuklewicz:

RE: Montague 968 Application

Thank you for submitting this application to the FY2022 Community One Stop for Growth. The three One Stop partner agencies worked together to carefully review and evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. Your application was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$169,000.00** from the **Rural and Small Town** grant program has been approved. Congratulations on being one of the successful applicants.

This award is contingent the execution of a grant contract between the Town of Montague and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application. We will also send grant administration and contract requirement guidance to highlight contractual and regulatory obligations before proceeding with activities authorized for grant funding. If you have any questions, please contact Chris Kluchman, FAICP, Acting Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

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

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

Sincerely,

Jennifer D. Maddox
Undersecretary, DHCD

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 (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): One Avenue A, Turners Falls, MA 01376		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Richard Kuklewicz	Phone: (781) 259-2610	Billing Address (if different): Same	
E-Mail: planner@montague-ma.gov	Fax:	Contract Manager: Julissa Tavarez	Phone: 617-573-1407
Contractor Vendor Code: VC6000191893		E-Mail: Julissa.tavarez@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOD321022330000098	
NEW CONTRACT		<u>X</u> CONTRACT AMENDMENT	
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 type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (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 Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: June 30, 2023 Enter Amendment Amount: \$ No Change (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, 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 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): <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). \$ 169,000			
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 checked="" type="checkbox"/> 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.) The Town of Montague will replace an existing sewer pump station securing its life for the coming 25+ years and ensuring no substantial interruption of services to the largest base of industry and employment in Montague, the Franklin County Technical School, the Ja'Duke Performing Arts, and Early Childcare facility. Extending contract end date to June 30, 2024. "All other terms and conditions of the contract shall remain in full force and effect."			
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 no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, 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 <u>June 30, 2024</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, 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 Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: Louis Martin Print Title: Director	

YEAR 1; FY 2023 – YEAR 2). Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, in accordance with Section III.D, below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

III. ADDITIONAL TERMS AND CONDITIONS

A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to the Department for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. The Department may grant such requests in writing.
4. Quarterly Progress Reports. The Contractor shall submit written quarterly progress reports to the Department in compliance with the following deadlines and requirements on a form provided by the Department.

Progress reports shall be submitted on or before the 15th day of the month following the last month of the quarter. The last months of each quarter are March, June, September, and December; accordingly, as an example, the progress report for the first quarter is due on or before April 15. Such reports do not need to be submitted once a final reimbursement is made and the project is complete.

5. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall inform the Department in writing, which may be done electronically, of the

B. Payment Mechanism and Fiscal Obligations

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to the Department written requests for cost reimbursement on the Department's Rural and Small Town Development Fund Grant Invoice form (Rural and Small Town Invoice), or other such form as the Department may specify.

Only requests for cost reimbursement for authorized expenses, pursuant to the funds from the state's budget, are authorized for reimbursement.

2. Housing Choice Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.
3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.
5. The Contractor shall initiate any requests for payment by cost reimbursement by submitting a written request using the Rural and Small Town Invoice, or other such form as the Department may specify.

Each request for payment by cost reimbursement must be made on the Rural and Small Town Invoice. By the Rural and Small Town Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from the Department's assigned program representative listed in Section III.A.6. **Requests for any subsequent change must be received by the Department on or before March 1, 2023.**
2. **Budget Line Item Changes.** The Contractor may transfer funds among the line items in the Budget only with the written permission of the Department. No amendment to the Contract shall be required for such change. The Contractor shall submit a request to the Department for such change, in writing, thirty (30) days prior to requesting reimbursement funds under such change. If the Department does not respond within thirty (30) days of receipt of the requested line item change, it will be deemed approved.

D. Signage, Acknowledgment, Publicity, and Logos

1. **Signage.** The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Rural and Small Town Development Fund Grant Program, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: "Funds for this Project have been provided by a Rural and Small Town Development Fund Grant provided by the Massachusetts Department of Housing and Community Development."
2. **Acknowledgment.** If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: "This publication was funded by a Rural and Small Town Development Fund Grant provided by the Massachusetts Department of Housing and Community Development."
3. **Publicity; Other Materials.** The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section D(2). The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. **Logos.** If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department's assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.

subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.

4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

H. Enforcement, Suspension, and Termination

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.
2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

I. Non-Discrimination In The Provision of Services

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as



Board of Selectmen Town of Montague

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

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Ann Fisk

Name of business/group sponsoring proposed event if applicable: Montague Center Firefighters Association

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

Address 28 Old Sunderland Rd, Montague

Contact phone 413-367-2812

Contact email shollow25@comcast.net

FID _____

Dates of proposed event May 27, 2023 Location: Montague Center Common

Hours 1 hour Set Up: 11:00 Clean Up: 12:00

Approximate number of people expected to attend 50

What provisions will be made regarding clean up of site? All equipment and trash will be removed by 12:00

Will the proposed event be:

- ☐ Musical
- ☐ Theatrical
- ☐ Exhibitions
- ☐ Amusements
- ☐ Wedding
- ☒ Other Memorial Day Observance

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

Community gathering to honor American military
personnel lost in wars.

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

South east portion of Common -
Memorial Stone + Flag pole

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

Will vendors be selling:

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

N/A

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

Very small - short gathering. No chance of any
public safety concerns.

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

People who attend stand on eastern side of Common.
Fire truck parked on west side of Common.
North Street is closed between Common and church.

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

MCFD EMS + Rescue truck will be on scene.

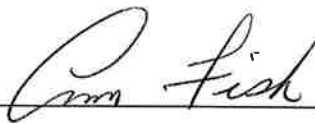
Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? NO

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

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

Signature of applicant



Date

4/24/2023

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00


BOARD OF SELECTMEN – Approval

Date:

BOARD OF HEALTH – Approval / Comments

Date:

POLICE CHIEF - Approval / Comments



Date:

4-27-23

Compilation of Social Service Requests for funding

Email sent to the 4 actively funded social service programs in Montague on 4/26/2023

Greetings,

The Montague Selectboard recognizes that recent gaps in CDBG funding may have placed additional financial burdens on social service agencies and the Montague clients they serve. I have been directed to reach out to the social service agencies currently funded with FY21 CDBG with the possibility of reallocating funds to support the continuation of currently funded programs.

If your agency will incur additional costs for your recently-funded FY21 Montague program in response to the gap period, and if you believe you would benefit from receiving additional funds for your program during this projected 6-month gap, please submit a brief narrative of the costs you will incur or expect to incur in order to continue providing program services to your clients.

Your narrative may be emailed to my attention, and your responses will be shared with the selectboard to support their decision-making. Please have responses to me no later than **Wednesday, May 3**, and please let me know if you should have any questions.

Regards,

Walter Ramsey
Assistant Town Administrator

BRICK HOUSE- YOUTH EDUCATION AND PREVENTION PROGRAM

Greetings,

The Brick House greatly appreciates the offer of support for our youth programming during this year's six-month gap in CDBG funding. We are happy to relate to you the impact of this support, as we understand there are many projects worthy of the town's American Rescue Plan Act funds.

During the most recent funding year, which ended in March, 88 Montague residents ages 11 to 19 took part in our Youth Education and Prevention program. YEP serves youth and their families -- and by extension the broader community -- by providing a non-commercial space to connect with supportive mentors, build peer-to-peer connections, use art supplies, computers, and musical instruments, and participate in a large variety of structured activities designed to strengthen their *developmental assets*, fundamental life skills. Because coming into our teen center is a routine

we don't want our participants to break, our goal has been to deliver continuous programming despite the funding gap.

Based on our CDBG '22 budget request, this is roughly how we would have applied the **\$10,000** revenue in this six-month period if it had renewed in April: *\$6,180: Personnel: wages, payroll tax, fringe; \$1,800: AmeriCorps member fees; \$480: Stipends for instructors/facilitators; \$360: Youth meals; \$360: Program supplies; \$120: Staff mileage; \$120: Printing / advertising; \$580: all overhead (utilities, phone/internet, accounting).*

The timeliness of this funding would be quite a relief. AmeriCorps members are only available September thru mid-June, and we typically hire summer support staff to help keep our busy teen center open with an appropriate ratio of adults during the AmeriCorps gap. This spring we have been considerably strained trying to determine how to afford to hire temporary summer staff. The ARPA funding would directly solve this problem. Our ideal approach would be to hire summer staff in June so they can overlap briefly with the outgoing AmeriCorps members.

We would see three other benefits of note:

- 1) This funding would allow us to provide an in-kind match for the MassHire YouthWorks program as a summer jobs site. We would love to be able to participate in YouthWorks this July and August at the same time as keeping our afternoon teen center programming going full steam.
- 2) Ensuring that we would be able to fully fund our youth programs payroll through September would allow us to allocate forward other funding to cover summer staff next June, at the far end of our next fiscal year.
- 3) After we submitted our CDBG'22 application, we learned that our DIAL/SELF Americorps fee will increase from \$18,000 to \$20,000 next year. This funding would help defray a share of the increase.

Thank you for considering this need. Summer is a particularly important time to provide young people with structured, supportive environments and positive adult mentorship, and we are here to partner with the Town toward this goal.

Mike Jackson, Interim Executive Director
Megan Richardson, Youth Programs Director

MONTAGUE CATHOLIC SOCIAL MINISTRIES- FAMILIES LEARNING TOGETHER

Thank you for the opportunity to express our financial/programmatic needs in order to avoid a disruption in service with our FAMILIES LERNING TOGETHER program.

From April 2023 through September 2023 MCSM had planned the following in an effort to meet the needs of our community. These plans are the same plans that we engage in each year with funds from our CDBG funds.

MCSM extends our Families Learning Together program across spring and fall. This includes

1. April-June: Our regularly scheduled after school homework help program serving families in the Gill Montague Regional School District
 - a. Monday – Friday afternoons
2. July-September: Summer Activities
 - a. Families meet to engage in reading projects
 - b. Families meet to engage in STEM activities
 - c. Families meet to stay connected to school information and happenings via our program coordinator in an effort to be prepared for the following school year
 - d. Students have an opportunity to receive support in academic areas of concern to prepare for the following school year.
3. Free Summer Lunch Program
 - a. All families participating in our summer program have access to the GMRSD free summer lunch program
 - i. Many of these particular children will not eat a mid-day, meal if they are not engaged in a program outside of their homes

In order for our “Families Learning Together” program to go uninterrupted April 2023 through September 2023, MCSM would need funding in the amount of \$12,500 (half a year of programming) with \$2,500 to come from an alternative funding stream. Total request =**\$10,000**.

The gap funds will be used strictly to pay the wages to run the family centered program for 17.5 hours per week, supervision, and administration.

Heather Wood Treme- MCSM Administrator

WESTERN MASS RLC- MONTAGUE EXPANSION PROJECT

The Western Mass RLC Montague Expansion project plans to continue to offer supports through the gap period. These will include multiple weekly groups (Spirituality, Alternatives to Suicide, etc.) and the availability of direct supports to those who request them. In continuing these supports, we will incur employee costs (4,316 plus 993 in related fringe benefit expenses), space fees with Montague Catholic Charities (1560), some supply and consultant fees (1300), and indirect expenses for administrative support (1021). We anticipate we will spend **\$9190.00** during this period.

Wildflower Alliance (formerly known as the Western Mass Recovery Learning Community) is a peer-to-peer community, and as such we tend to be stretched very thin budgetarily. Any support during this gap period would be very much appreciated.

Thank you for your consideration,

Sera Davidow
Director, Wildflower Alliance

AGREEMENT FOR COMMUNITY SOCIAL SERVICES PROGRAM

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Montague Catholic Social Ministries, with an address of 41 3rd Street, Turners Falls MA 01376, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Social Services, including the scope of services set forth in Attachment A: “Families Learning Together Strong” Program Description B: Montague Catholic Social Ministries request for gap funding.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing April 1, 2023 through September 1, 2023.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$10,000. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town. All invoices are subject to confirmation by the Town’s agents that work is being performed consistent with the contract agreement.

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

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under

this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

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ARTICLE 10: AMENDMENTS:

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ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any

subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence; \$3,000,000 aggregate

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

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ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This

Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

Town Accountant (\$_____) Contract Sum
530276/99999/0003

Attachment A

Families Learning Together Strong

A program to educate school aged children, provide culturally specific tutoring and making English available/accessible to immigrant families within ealkign distance of most of their homes will assist children with their education while helping adults to find economic security through sustainable employment and self-sufficient stable lives for themselves and their children.

Attachment B

Request for Funding

Request for 6 months of CDBG gap period funding for currently funded FY21 CDBG Social Service program

Thank you for the opportunity to express our financial/programmatic needs in order to avoid a disruption in service with our FAMILIES LERNING TOGETHER program.

From April 2023 through September 2023 MCSM had planned the following in an effort to meet the needs of our community. These plans are the same plans that we engage in each year with funds from our CDBG funds.

MCSM extends our Families Learning Together program across spring and fall. This includes

1. April-June: Our regularly scheduled after school homework help program serving families in the Gill Montague Regional School District

a. Monday – Friday afternoons

2. July-September: Summer Activities

a. Families meet to engage in reading projects

b. Families meet to engage in STEM activities

c. Families meet to stay connected to school information and happenings via our program coordinator in an effort to be prepared for the following school year

d. Students have an opportunity to receive support in academic areas of concern to prepare for the following school year.

3. Free Summer Lunch Program

a. All families participating in our summer program have access to the GMRSD free summer lunch program

i. Many of these particular children will not eat a mid-day, meal if they are not engaged in a program outside of their homes

In order for our “Families Learning Together” program to go uninterrupted April 2023 through September 2023, MCSM would need funding in the amount of \$12,500 (half a year of programming) with \$2,500 to come from an alternative funding stream.

The gap funds will be used strictly to pay the wages to run the family centered program for 17.5 hours per week, supervision, and administration.

AGREEMENT FOR COMMUNITY SOCIAL SERVICES PROGRAM

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Wildflower Alliance, with an address of 199 High Street Holyoke, MA 01040, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Social Services, including the scope of services set forth in Attachment A: “Peer Support and Advocacy Services for Residents in Recovery” Program Description B: Wildflower Alliance request for gap funding.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing April 1, 2023 through September 1, 2023.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$10,000. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town. All invoices are subject to confirmation by the Town’s agents that work is being performed consistent with the contract agreement.

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Automobile Liability

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Coverage for all employees in accordance with Massachusetts General Laws

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ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This

Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

Town Accountant (\$_____) Contract Sum
530276/99999/0003

Attachment A

Program Title: Peer Support and Advocacy Services for Residents in Recovery

Wildflower Alliance (fka Western Massachusetts Training Consortium) will operate a program to access peer-to-peer supports, increasing participant community connection, and will operate support groups such as “Alternatives to Suicide”, based specifically in Montague area.

Attachment B

Request for 6 months of CDBG gap period funding for currently funded FY21 CDBG Social Service program

The Western Mass RLC Montague Expansion project plans to continue to offer supports through the gap period. These will include multiple weekly groups (Spirituality, Alternatives to Suicide, etc.) and the availability of direct supports to those who request them. In continuing these supports, we will incur employee costs (4,316 plus 993 in related fringe benefit expenses), space fees with Montague Catholic Charities (1560), some supply and consultant fees (1300), and indirect expenses for administrative support (1021). We anticipate we will spend \$9190.00 during this period.

Wildflower Alliance (formerly known as the Western Mass Recovery Learning Community) is a peer-to-peer community, and as such we tend to be stretched very thin budgetarily. Any support during this gap period would be very much appreciated.

Thank you for your consideration,

Sera Davidow
Director, Wildflower Alliance

AGREEMENT FOR COMMUNITY SOCIAL SERVICES PROGRAM

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and The Brick House, with an address of 24 3rd Street, Turners Falls MA 01376, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Social Services, including the scope of services set forth in Attachment A: Youth Education Program Description B: The Brick House request for Gap funding.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing April 1, 2023 through September 1, 2023.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$10,000. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town. All invoices are subject to confirmation by the Town's agents that work is being performed consistent with the contract agreement.

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

Town Accountant (\$_____) Contract Sum
530276/99999/0003

Attachment A

Youth Education Program (YEP)- Program Description

A program to serve at-risk Montague youth through a positive youth development framework by developing assets for adolescents. The program will focus on development of leadership skills and empowerment, anti-bullying training, social justice education, and art education and development, with services provided by the Brick House Community Resource Center.

Attachment B

Request for 6 months of CDBG gap period funding for currently funded FY21 CDBG Social Service program

The Brick House greatly appreciates the offer of support for our youth programming during this year's six-month gap in CDBG funding. We are happy to relate to you the impact of this support, as we understand there are many projects worthy of the town's American Rescue Plan Act funds. During the most recent funding year, which ended in March, 88 Montague residents ages 11 to 19 took part in our Youth Education and Prevention program. YEP serves youth and their families -- and by extension the broader community -- by providing a non-commercial space to connect with supportive mentors, build peer-to-peer connections, use art supplies, computers, and musical instruments, and participate in a large variety of structured activities designed to strengthen their developmental assets, fundamental life skills. Because coming into our teen center is a routine we don't want our participants to break, our goal has been to deliver continuous programming despite the funding gap.

Based on our CDBG '22 budget request, this is roughly how we would have applied the \$10,000 revenue in this six-month period if it had renewed in April: \$6,180: Personnel: wages, payroll tax, fringe; \$1,800: AmeriCorps member fees; \$480: Stipends for instructors/facilitators; \$360: Youth meals; \$360: Program supplies; \$120: Staff mileage; \$120: Printing / advertising; \$580: all overhead (utilities, phone/internet, accounting).

The timeliness of this funding would be quite a relief. AmeriCorps members are only available September thru mid-June, and we typically hire summer support staff to help keep our busy teen center open with an appropriate ratio of adults during the AmeriCorps gap. This spring we have been considerably strained trying to determine how to afford to hire temporary summer staff. The ARPA funding would directly solve this problem. Our ideal approach would be to hire summer staff in June so they can overlap briefly with the outgoing AmeriCorps members.

We would see three other benefits of note: 1) This funding would allow us to provide an in-kind match for the MassHire YouthWorks program as a summer jobs site. We would love to be able to participate in YouthWorks this July and August at the same time as keeping our afternoon teen center programming going full steam.

2) Ensuring that we would be able to fully fund our youth programs payroll through September would allow us to allocate forward other funding to cover summer staff next June, at the far end of our next fiscal year.

3) After we submitted our CDBG'22 application, we learned that our DIAL/SELF Americorps fee will increase from \$18,000 to \$20,000 next year. This funding would help defray a share of the increase.

Thank you for considering this need. Summer is a particularly important time to provide young people with structured, supportive environments and positive adult mentorship, and we are here to partner with the Town toward this goal.

Mike Jackson, Interim Executive Director / Megan Richardson, Youth Programs Director