

**SELECTBOARD AND BOARD OF HEALTH  
MEETING NOTICE  
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA**

**Due to COVID-19 Public Participation will be by:**  
Join Zoom Meeting: <https://zoom.us/j/88009277176>

**Meeting ID: 880 0927 7176    Password: 336187**

**Dial into meeting: +1 929 205 6099 or +1 312 626 6799 or +1 301 715 8592**

**MONDAY, May 18, 2020**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30 PM    Chair open the meeting, including announcing that the meeting is being recorded and roll call taken
  
2. 6:30        Public Hearing, FY19 CDBG – Amendment
  - To discuss the reprogramming of approximately \$64,000 of surplus funds from the Town’s FY19 Community Development Block Grant
  
3. 6:55        Brian McHugh, FCRHRA
  - Authorization to Disburse No. 4, Invoice #2019-135-6, Spinner Park Restoration Project, Berkshire Design Group, Inc., \$479.60
  - Vote to submit program amendment and budget revision of the Town’s FY19 CDBG to relocate up to \$64,000 of uncommitted funds from the Spinner Park Restoration Project into a Microenterprise Business Loan Program and to provide supplemental funding for the four Social Service Programs funded by the grant
  
4. 7:00        Board of Health Joins the meeting
  - Al Cummings, Chair opens the meeting, roll call taken
  
5. 7:00        Approve Joint Selectboard and Board of Health Minutes of May 4 and 11, 2020
  
6. 7:01        Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
  
7. 7:02        Deb Bourbeau
  - June 22, 2020 Town Election Warrant – To approve and execute attached
  - Discuss Town Election Logistics and Safety Protocols

**SELECTBOARD AND BOARD OF HEALTH  
MEETING NOTICE  
UPSTAIRS MEETING ROOM, 1 AVENUE A, TURNERS FALLS, MA  
MONDAY, May 18, 2020**

8. 7:10 COVID-19 Updates and Action Items
- Discussion and response to any new State Guidance or Development
    - Reopening of Town Buildings (Steve)
    - Reopening/Recommencement of Library Services (Linda)
  - Discussion of Town Meeting Logistics and Date
9. 7:45 Chris Janke, Rendezvous
- Request to use public parking lot on Third Street for restaurant seating
10. 8:00 Town Meeting Warrant – To approve and execute the June 13, 2020 Annual Town Meeting Warrant, attached hereto
11. 8:10 Executive Assistant Report
- Policies for Tag Sales
  - Discussion of Summer Meeting Schedule
12. 8:10 Town Administrators' Report
- Authorize professional services contract with GZA for Corrective Action Design Construction Services for the Burn Dump Capping Project. Estimated contract cost \$132,500
  - Endorse Letter of Support for nomination of Mohawk Trail Scenic Byway (Route 2) for federal designation to the national America's Byways Program"
  - Capital Projects Update
  - Topics not anticipated in 48 hour posting

**Upcoming Meetings:**

- Joint Selectboard **Monday, June 1, 2020, 7:00 PM** via Zoom





## Montague Selectboard

1 Avenue A  
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

### **MONTAGUE MICRO-ENTERPRISE COVID RECOVERY ASSISTANCE**

5/13/2020

The Town intends to engage the Franklin County Community Development Corporation (FCCDC) to administer this new small business (forgivable) loan program in support of the continued operation or re-opening of small businesses that are dealing with the negative economic impacts of the COVID-19 pandemic.

The goal of this program is to make funds available to small businesses disrupted by the COVID-19 pandemic until they are able to access the other programs and/or restore revenue streams and cash flow.

Microenterprise Assistance (forgivable loans) to small businesses, in operation for at least three months as of March 10, 2020 with 5 or fewer employees [including the owner(s)], will be available to owners whose household income is less than 80% of the HUD median income. Loans of up to \$5,000 will be given for up to three months of business expenses (payroll, salaries, health care, rent, mortgage interest, inventory, equipment and working capital), forgivable 120 days after issued as long as business provides documentation that the funds have been spent in line with the presented budget and the owner certifies that they have not received nor will they receive funds for these expenses from other funding programs.

Consistent with the Community Development Block Grant guidelines, the following are the eligibility criteria:

1. Business must be a for-profit business located in Montague.
2. Business must have been in operation on December 10, 2019 and have had continuing operations through March 10, 2020.
3. Businesses must have 5 or fewer current employees [including the owner(s)] at the time of application.

The Town of Montague is an equal opportunity provider and employer

4. Business owner's household income must be less than 80% HUD median income (adjusted by household size).

	Persons in Household							
	1	2	3	4	5	6	7	8
<b>Gross income less than 80% AMI (80%) Income Limits (\$)</b>	49,700	56,800	63,900	70,950	76,650	82,350	88,000	93,700

- 5. Business must either be open as an essential business or intend to reopen as allowed by guidance issued by the Governor's Orders.
- 6. Business must have annual gross sales of at least \$20,000.
- 7. Priority will be given to businesses with brick and mortar operations in Montague.
- 8. Funds will be available on a first come, first served basis. Timing is based on when the complete initial application is received with all the requested documents.

The Town intends to expand the program to support businesses of 10 employees or fewer employees in the near future once additional funds are received from the federal CARES act.

On Monday, May 18, 2020 at 6:30 PM the Town of Montague will hold a public hearing (via remote connection) to discuss re-programming approximately \$56,000 from a FY19 Community Development block Grant toward the Montague Microenterprise Covid-19 Recovery Assistance Program. Login/call information is available via the event listing on the [Montague Calendar](#). Written comments can be received addressed to [planner@montague-ma.gov](mailto:planner@montague-ma.gov) until 3PM on Monday May 18.

The Town expects to begin accepting applications the week of Tuesday May 26, 2020.

For more information, please see the [Town of Montague Website](#). If you wish to receive direct notifications from the Town about these small business assistance programs, please email your contact information to [planner@montague-ma.gov](mailto:planner@montague-ma.gov) or call (413) 863 3200x 112.

Communication With Social Service Agencies:

Recent restrictions in response to COVID19 may have placed additional financial burdens on social service agencies and the clients they serve. The town of Montague has asked that we reach out to the social service agencies currently funded with the FY19 CDBG with the possibility of reallocating a portion of grant funds to support the additional financial burden agencies have experienced during this period.

At this time, the reallocation of funds is only in the early discussion stage – discussion at a Public Hearing in the Town of Montague would have to happen to discuss any changes to the grant activities.

If your agency has incurred additional costs for your currently-funded FY19 Montague program, and if you believe you would benefit from receiving additional funds due to your increased costs, please submit a brief narrative of the ways you have adjusted your service delivery and an explanation of the additional costs you have incurred/will 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 Town Administration in order to provide support to their decision-making. Please have responses to me no later than 04/29/20

**MONTAGUE CATHOLIC SOCIAL MINISTRIES PROPOSAL:**

I have been working closely with Jimena to continue to meet the needs of the children in the Families Learning Together After School Homework Help Program. In addition to being a food distribution pick-up spot, Jimena has continued to do virtual group and individual academic support with all of her families. The primary hurdle with meeting the needs of the families is lack of technology. Although some families have computers in their homes, most are attempting to complete assigned work on phones or not at all.

In order to support more students and families,, MCSM would use additional funds to purchase:

**Chromebooks @350.00 each 1750.00**

**Headphones @ \$40.00 each 200.00**

**Mice @ \$25.00 each 125.00**

**If we are able to garner five complete sets, we will be supporting many more children as most households have multiple children. (2075.00)**

Additionally, moms and dads can use the equipment to meet unemployment requirements, to stay in communication with their families across the globe and stay current on community as well as pandemic information.

MCSM is also seeking financial support to begin a search for PPE supplies in anticipation of one day being able to re-open our doors.

## **WESTERN MASS RECOVERY LEARNING COMMUNITY**

Thank you for this. We have incurred many additional costs across all of Western Massachusetts, including in Franklin County, and, most specifically, Montague. Although we have had to put in person groups on hold, we have moved most of them on-line (e.g., the Turners Falls Alternatives to Suicide group), and have continued to pay facilitators. We have also supported many community members who did not have the knowledge and/or technology available to them to be able to get on-line to access these and other supports. In place of some of our in person supports, we have also established a 'basic needs' station based at the Brick House. There, we are not only having a team member be available in person for peer support to those not able to access on-line supports, but we are also offering a number of basic needs supplies including:

- Narcan and bleach kits for individuals using drugs
- Gloves and masks
- Food
- Cell phones
- Portable chargers for cell phones
- Socks, gloves, foot warmers, etc. for people living on the street
- And more

At present, we are only able to afford to have the basic needs station open two days per week, but would like to expand that (for example, we are offering these supports 6 days per week at the moment in Pittsfield), as well as adding supports like an outdoor cell phone charging station that is available 24/7, and so on. However, both the team member hours, and supplies needed add up quickly.

We would appreciate any additional support that may be available in order to continue to support the most vulnerable members of our community.

## **THE BRICK HOUSE**

I wanted to give you an update on the Brick House youth activities, and can tell you in general the need is greatest for additional staff hours to do outreach, planning, and support. The Teen Center staff are already stretched to the limit doing food distribution, and virtual teen activities. We work with youth in Montague who are most affected by poverty, family violence, trauma, and other issues - so this added stress is extremely worrisome for our youth. We desperately need to have a person designated to be able to do "sight" visits with teens who cannot attend zoom, who we haven't heard from and are very worried about, and who are experiencing serious distress due to mental health issues, family stresses, and other issues. This would include social distance walks, or even visits right outside their home. We want to keep the level of engagement up with youth, and we are hearing about many other youth who need our services, both from parents and TC participants.

I am attaching a report from our Youth Program Manager, Jane Goodale, about the activities we are doing now to adapt to this ever changing world.

Please let me know if you have any questions, and if I can give you any more information. I don't know if you are looking for specific numbers, but I would say \$2K for a 15 hour person.

LIFEPATH, INC.

Thank you very much for considering this need and opening up the opportunity to discuss COVID-related changes to our programs. We have seen an increase in meals numbers, food costs, and added PPE and equipment costs as a result of the crisis. However, we are also receiving significant allocations via the federal CARES and Families First Coronavirus Act to the Nutrition program, as well as local and national private grants, which will support the additional costs for the time being (through the end of FFY2021). So, it would make more sense for the Town to consider other pressing local needs at this time. That said, I am concerned that after 2021, outside support may drop off and leave the program in a different position, even if the need remains the same, so I would request that you share this longer-term concern with the Town as they look to future planning.

We are humbled and overwhelmed by the generosity and flexibility of our funders in this crisis. Thank you again for considering the needs of the program.

3A



FRANKLIN COUNTY REGIONAL HOUSING &  
REDEVELOPMENT AUTHORITY  
214 Millers Falls Road • Turners Falls, MA 01376  
Telephone: (413) 863-9781

**AUTHORIZATION TO DISBURSE No. 4**  
**Invoice # 2019-135-6**  
**TOWN OF MONTAGUE FY19 (6K)**  
**SPINNER PARK RESTORATION PROJECT**  
**Contractor: Berkshire Design Group. Inc.**  
**4 Allen Street**  
**Northampton, MA 01060**

Date: May 14, 2020

Original Contract Amount:	11,000.00
Addenda	-
Total Contract	11,000.00
Total Paid to Date:	3,700.00
Balance:	7,300.00
This Invoice:	<b>479.60</b>
Balance:	6,820.40

Work Items Complete:

See attached invoice #2019-135-6 dated: May 12, 2020	FY2019 CDBG
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I have reviewed this invoice on May 14, 2020 and found that the tasks have been completed, as noted. I recommend approval of this pay request for \$ 479.60

\_\_\_\_\_  
*Director of Community Development – HRA*

I hereby authorize the above payment

**TOWN of MONTAGUE**

\_\_\_\_\_  
*Authorized signature*  
Chair, Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard



**Berkshire  
Design  
Group**

4 Allen Place, Northampton, MA 01060  
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.  
Attn: Mr. Brian Mchugh  
241 Millers Falls Rd.  
Turners Falls, MA 01376

**INVOICE # 2019-135-6**

May 12, 2020

Project No: 2019-135

**Re: Spinner Park Bidding & Construction Administration**

For professional landscape architectural, civil engineering and land surveying services listed below for the period April 1, 2020 to April 30, 2020:

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<b>Task</b>	<b>Fee</b>	<b>% Complete (to date)</b>	<b>% Complete (this period)</b>	<b>Amount Due (this Period)</b>
Construction Documents	\$11,000.00	38.00%	4.36%	\$479.60
	<u>\$11,000.00</u>			
<b>Subtotal Task Charges</b>				<b>\$479.60</b>
<b>INVOICE TOTAL</b>				<b>\$479.60</b>

**Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.**

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.



*Selectboard*  
**Town of Montague**  
1 Avenue A  
Turners Falls, MA 01376

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

May 18, 2020

Golnaz Tabatabai, Program Representative  
Department of Housing & Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

RE: CDF I-G-2019-Montague-00845  
Budget/Program Revision #1

Dear Ms. Tabatabai,

The Town of Montague would like to request a budget and program revision to the town's FY 2019 Community Development Block Grant that will reprogram \$64,000.00 in uncommitted funds from the Spinner Park Restoration Activity #6C. The Town held an advertised public meeting on May 18, 2020, to solicit input to reprogram uncommitted grant funds from FY19 Montague CDBG. Following the meeting, the town reviewed proposals and are submitting the following reallocation for consideration:

Reprogram funds from Activity 6c as follows:

ACTIVITY	PROJECT TITLE	BUDGET
6C	Spinner Park Restoration Project	Decrease (\$64,000.00)
ADD 5N	MicroEnterprise Assistance	Increase \$58,000.00
8B	Social Services	Increase \$6,000.00

If you have any concerns regarding this budget revision, please feel free to contact Brian McHugh, Community Development Program Director at the Franklin County Regional Housing & Redevelopment Authority. He can be reached at (413) 863-9781 x 125 or [bmchugh@fcrhra.org](mailto:bmchugh@fcrhra.org).

Sincerely,

Richard Kuklewicz, Chair  
Montague Selectboard

Massachusetts Community Development Block Grant Program  
Chapter 3 Grant Management Forms

**Budget and Program Revision Form**

<b>Community/Grantee:</b> Montague	<b>Original Award:</b> \$ 612,065.00
<b>Program Name/Year:</b> FY 2019	<b>Revision #:</b>
<b>Grant #:</b> CDF-G-2019-Montague 00845	P-number (program revision)
	B-number (budget revision)
	E-number (extensions)
<b>Contract End Date:</b> 12 / 31 / 2020	<b>Date Revision Submitted:</b> 05 / 19 / 20

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
	<b>Budget Amendment to increase the grant award to \$</b>	
	<b>Budget Revision for:</b>	
	<ul style="list-style-type: none"> <li>Change in administrative dollars</li> </ul>	
X	<ul style="list-style-type: none"> <li>Transfer of funds from construction to non-construction or vice versa</li> </ul>	
	<ul style="list-style-type: none"> <li>Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000</li> </ul>	
	<b>Program Extension (to increase period of availability of funds/period of performance) to / /</b>	
	<ul style="list-style-type: none"> <li>This extension will extend period of performance beyond the end of the term of the current grant agreement</li> </ul>	
	<b>Program Revision for:</b>	
	<ul style="list-style-type: none"> <li>Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.</li> </ul>	
	<ul style="list-style-type: none"> <li>Changes in key personnel</li> </ul>	
	<ul style="list-style-type: none"> <li>For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award</li> </ul>	
	<ul style="list-style-type: none"> <li>Other, specify <b>ReProgram uncommitted 6C funds to 8B Social Services and 5N Microenterprise Assistance</b></li> </ul>	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

X Richard Kuklewicz; Selectboard Chair

**Authorized Signature for Grantee:** Date 05/19/20 Print Name & Title:

**Program Rep. initial and date:** **Program manager signature and date:**

This request # \_\_\_\_\_ is \_\_\_\_\_ approved as requested  
 \_\_\_\_\_ approved with the modifications shown on the \_\_\_\_\_ denied  
 following pages numbered \_\_\_\_\_

\_\_\_\_\_  
**Authorized signature for Mass. CDBG** Sandra L. Hawes, Associate Director, DCS  
 Print name, title, and date

ELECTION WARRANT  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
JUNE 22, 2020

Franklin, ss.

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

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

Precinct No. 1, the Montague Center Precinct, the Montague Center Fire Station, 28 Old Sunderland Road, Montague Center; Precinct No. 2, the Millers Falls Precinct, the Highland School Apartments Community Room, 446 Millers Falls Road, Millers Falls; Precinct No. 3, the upper hill section of Turners Falls, the Gill-Montague Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 4, the second level of Turners Falls, the Gill-Montague Senior Center, 62 Fifth Street, Turners Falls; Precinct No. 5, downtown section of Turners Falls, Montague Town Hall, Second Floor Meeting Room, 1 Avenue A, Turners Falls; Precinct No. 6, the South End and Montague City Precinct, the Montague Police Station Community Room, 180 Turnpike Road, Turners Falls on **Monday, the Twenty-Second Day of May, in the Year of Our Lord Two Thousand Twenty, from Noon to Seven P.M.** to bring their votes on one ballot to the Election Officers for:

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

Hereof, fail not and make due return of this warrant with your doings thereon to the Town Clerk seven days before said election.

Given under our hands this \_\_\_\_\_ Day of May in the Year of Our Lord Two Thousand Twenty.

\_\_\_\_\_  
Richard J. Kuklewicz

\_\_\_\_\_  
Michael M. Nelson

\_\_\_\_\_  
Christopher M. Boutwell, Sr.

Franklin, ss     Montague, MA,     May \_\_\_\_\_, 2020

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

\_\_\_\_\_  
Constable of Montague

**Town of Montague**  
**COVID-19 Re-Opening Guidelines: Planning Document**

Draft Date: May 14, 2020

**Goal:** To ensure Town Buildings and Departments are restored to as close to full operations as possible, in a manner that protects employees and the public from COVID-19 infection.

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## **STATE GUIDANCE AS OF MAY 15, 2020**

Our Most Basic Requirements: Meet or exceed Massachusetts Mandatory Safety Standards for Workplaces or any successor guidance. Present standards include...

### **Social Distancing**

- All persons, including employees, customers, and vendors should remain at least six feet apart to the greatest extent possible, both inside and outside workplaces
- Establish protocols to ensure that employees can practice adequate social distancing
- Provide signage for safe social distancing
- Require face coverings or masks for all employees (note: this will extend to visitors)

### **Hygiene Protocols**

- Provide hand washing capabilities throughout the workplace
- Ensure frequent hand washing by employees and adequate supplies to do so
- Provide regular sanitization of high touch areas, such as workstations, equipment, screens, doorknobs, restrooms throughout work site

### **Cleaning and Disinfecting**

- Establish and maintain cleaning protocols specific to the business
- When an active employee is diagnosed with COVID19, cleaning and disinfecting must be performed
- Disinfection of all common surfaces must take place at intervals appropriate to said workplace

### **Staffing and Operations**

- Provide training for employees regarding the social distancing and hygiene protocols
- Employees who are displaying COVID19-like symptoms do not report to work
- Establish plan for employees getting ill from Covid-19 and a return-to-work plan

### **Other Sector Specific Guidance**

- We anticipate specific guidance to be issues relative to operation of specific functions, including parks and recreation, libraries, et cetera; likely subsequent to May 18

## TOWN RE-OPENING: PROPOSED STANDARDS & PROTOCOLS

Re-opening of the Town of Montague's buildings and re-starting of suspended activities will be a multi-phase process driven foremost by the consideration of public safety. The Town will take cautious steps as it seeks to return to full functioning, understanding that we may ultimately find ourselves in a "new normal" status, rather than a return to past practice.

### *Fundamentals for the Initial Re-Opening Phase*

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**If you're sick, you just stay home:** In accordance with current emergency policies, under no circumstance will an employee of the Town of Montague come in to the workplace if they are displaying symptoms of COVID-19 or if they have had direct exposure to an individual diagnosed or suspected of having COVID-19. Employees who meet such a description will notify their supervisor, who will engage the Town Administrator and Board of Health to determine appropriate next steps. Likewise, no member of the public will be admitted to a Town building if they display or report any similar concern.

**We all ensure a safe workplace:** Department Heads will review state standards, present practice, physical spaces, and available supplies to ensure that buildings and office spaces meet or exceed requirements. They will monitor performance relative to standards in their offices, including the conduct of personnel they supervise. Department Heads will engage the DPW, Board of Health, or Town Administrator as necessary in the event that they need support or supplies.

**Different departments/buildings will have different re-opening plans:** Some Departments have more intensive public engagement than others, some feature greater or lesser ability to maintain social distance from clients, and some are more essential to maintaining safety, order, or the functioning of infrastructure and governmental process. This does not necessarily reflect the importance of their mission, but it will influence the approach and timeline for re-opening of buildings and the restoration of suspended programs or services.

Department Heads will have a central role in determining and communicating to the Town Administrator, and relevant Board or Commission, what activities (e.g., sports, reading programs, inspections, trainings) can safely proceed and under what conditions. Decisions will lean heavily on state guidance, but may utilize discretion that reflects local conditions, where allowed.

**Building access will be limited during the initial reopening.** While public access to most buildings will be restored during the initial phase of re-opening, all buildings will remain locked and will, at most, welcome visitors on a by-appointment or managed walk-in basis. Buildings may offer reduced hours for such visits. The goal is to ensure that each office has no more than one visitor (or party of visitors) at a time. These measures will:

1. Allow us to determine and log the level of traffic our buildings and office receive;
2. Ensure against queuing in the corridors, which is complicated by social distance spacing;
3. Allow for periodic sanitizing of touch points and public restrooms by custodial staff;
4. All staff to deeply sanitize areas in their immediate workspace and in meeting spaces they use.

## ***Current Operations and Thinking Relative to Re-Opening***

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To simplify, the following review of present operational status and planned re-opening protocols displays Departments in the context of three distinct categories. Many details of building and department-based safety procedures are in the process of being developed.

### **1. Public Safety, Infrastructure, and Transportation**

This group includes Montague's Police Department, Department of Public Works, and Water Pollution Control Facility, as well as Turners Falls Airport. Although the buildings associated with these functions are presently closed to public entry, they are otherwise fully staffed and functioning, and have implemented protocols that reflect CDC and DPH guidance.

In this first phase of re-opening, these departments will continue their ongoing operations following established safety protocols and maintaining all minimum standards. Buildings will remain closed to the public and vendors, except by appointment, which may include walk-in visitors as conditions allow.

### **2. Cultural, Recreational, and Human Services**

This group includes Montague Parks and Recreation, Libraries, and Council on Aging. Each of these departments has suspended most routine operations and services. Most staff remain in active duty status and are engaged in tasks such as program and service planning, online program development, collections management, support to vulnerable populations, and professional development.

These aspects of the Town's operations are to a large extent program-based and feature substantial direct engagement with clients, sometimes in small or large group formats. Heads of these departments are working proactively to design and implement programs and services consistent with their missions. In some instances, such as parks and recreation, new state guidelines are required before near-term program planning can begin in earnest. In all cases, credible guidance and common sense will dictate when normal operations resume.

Buildings associated with these departments may begin to open to vendors and patrons on a limited basis, but it is expected that many services of the libraries and the COA will be pick-up or delivery based in the initial phase or re-opening, and perhaps subsequent phases as well.

### **3. General Government Services**

This group includes all other town departments, which provide a wide variety of required services and provide a substantial amount of in-person services, as well as site visits for inspections, assessment, et cetera. All of these departments have maintained most routine operations and services, with all department heads and most staff remaining in active duty status to perform tasks related to those operations.

While these departments are now better positioned to provide many services electronically (not in person), the demand for in-person services is expected to return to high levels and management of building entry will be essential to maintaining worker and public safety.

### Phase One Of The Montague Public Libraries Reopening To The Public as of 5/13/20

The library staff is prepared to resume curbside pick up of library materials, limited delivery service, and accepting returned library materials as of Tuesday, 5/19, on an experimental basis. We have tentative procedures in place, which will be adapted as circumstances and increasing knowledge dictate. These procedures were formulated in consultation with the library staff and through virtual meetings with library directors across the state.

We are striving to offer library materials to the public in as safe a manner as possible for both the staff and the public. While processing and delivering requested items and returns, masks and gloves will be worn. Returned items will be quarantined in sealed bins for a minimum of four days. At the end of the waiting period, items covered in plastic will be wiped down with bleach water. Then all of the items will be checked in and reshelfed. Materials will be placed outside the libraries by staggered appointment for pick up. At this point, we are planning on offering pick up service at least five days a week at the Carnegie, and two days a week at the Millers Falls and Montague Center branches. Book orders will be taken electronically and over the phone.

Delivery will be resumed to the eight library users who had been getting items delivered by the Friends of the Libraries. The deliveries will be performed by staff, in consultation with the usual volunteer. More seniors will be added to the list as time and staffing allows.

Library fines for overdue materials will be eliminated through 2/31/20, but fees for lost and damaged library materials will be charged.

We are awaiting guidance from the Library Trustees and soon to be released report by the Massachusetts Board of Library Commissioners and adequate plexiglass shielding before we allow the public into the library buildings. There are many safety and logistical considerations involved.

**WendyB-Montague Board of Selectmen**

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**From:** StevenE - Montague Town Administrator  
**Sent:** Thursday, May 14, 2020 11:03 AM  
**To:** Jen Audley; Rich Kuklewicz  
**Cc:** WendyB-Montague Board of Selectmen; DebB-Montague Town Clerk; CarolynO-Montague Town Accountant; Chris Collins; MCTV  
**Subject:** Annual Town Meeting Update  
**Attachments:** Senate Bill - S2680.pdf

Hi

Interest in making allowance for Town Meeting members to remotely participate in Annual Town Meeting (via video or phone) re-emerged at the May 11 Selectboard Meeting following concerns that the indoor, in-person format at TFHS did not provide an acceptable level of safety. Interest was expressed in a possible hybrid approach that would allow TM members a choice of either in-person or remote participation. Following that meeting, Jen Audley and I wrote to legislators requesting that the "hybrid" option be added to the bill, which had already passed out of Senate Ways and Means, and was under consideration by the House Ways and Means. I received indication yesterday that the bill is not progressing quickly for a variety of reasons. I spoke with Natalie Blais this morning and confirmed that, to this point, it is not posted for consideration by the full House next week, though it could be added up until close of business Friday.

It appears highly unlikely to pass through the House by Monday the 18<sup>th</sup> and it may still be an open question on Tuesday the 26<sup>th</sup>. It may also undergo revision by the House that will require further process to reconcile with the Senate before it goes to the Governor. So, we may not have certainty relative to the availability of a remote option—which is the focus of Section 2 of the Bill—for some time. Also, as I read it, the current language would not allow a hybrid option. Rep Blais has advocated for it, but has no indication whether the version that comes out of committee will include it. (I'll note that any new flexibility relative to quorum (section 1) or the ability to hold meetings outside Montague (section 3) is also included in this bill and is therefore similarly stalled.)

Technically we still have time to let this play out and remain in compliance with posting requirements for June 13. We must post the ATM warrant 7 days prior to the meeting date and the current "remote option" language in the bill increases it to 10 day notice. Keeping with the Board's normal schedule, that would allow a vote as late as June 1<sup>st</sup>. From there a remote meeting would require substantial, but entirely possible, levels of outreach and training to allow adequate notice, staff-to-member calls, and a "mock meeting" to allow users to gain familiarity with the technology. It wouldn't guarantee success, but it would allow us to make a strong effort in support of it.

Some thoughts as to next steps/things to consider on Monday:

1. Everyone should closely read Section 2 of this bill to understand the process we'd need to follow if the remote option were to come available. Assume similar rules would apply if there were a hybrid option.
2. Consider whether we should postpone the ATM until June 20 or 27 to allow more time for the situation to clarify. There is a ten 10 challenge period following Town Meeting (not counting weekends and holidays), which could potentially cause some issue relative to implementing our budget on July 1, but the appeal process guards against frivolous actions.
3. If consensus is forming that an indoor meeting is problematic, consider whether to keep the June 13 date and move it outdoors into a large parking lot beginning at 8:30. You could potentially just forget about the tent and if the weather is bad, delay the meeting until the following day or weekend. We could use a large parking lot by one of the school buildings. Goshen apparently did this with success, dodging a hail storm and getting business done the next day.

**SENATE . . . . . No. 2680**

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Senate, May 4, 2020– Text of the Senate Bill relative to municipal governance during the COVID-19 emergency (being the text of Senate, No. 2673, printed as amended)

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**The Commonwealth of Massachusetts**

**In the One Hundred and Ninety-First General Court  
(2019-2020)**

An Act relative to municipal governance during the COVID-19 emergency.

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to protect forthwith both public health and the viability of town meetings in the face of the state, national and global public health emergencies existing as a result of the COVID-19 pandemic, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public health and convenience.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1           SECTION 1. (a) Notwithstanding section 13 of chapter 39 of the General Laws or any  
2 other general or special law, charter provision or by-law to the contrary, a town not having a  
3 representative town meeting form of government may act by vote of its select board, in  
4 consultation and with the approval of the town moderator, to prescribe the number of voters  
5 necessary to constitute a quorum at any town meeting held from the governor’s March 10, 2020  
6 declaration of a state of emergency until 30 days after the termination of the state of emergency  
7 at a number that is less than the number that would otherwise be required by law, town by-law or  
8 town charter; provided, however, that the number of voters necessary to constitute a quorum  
9 shall not be less than 10 per cent of the number that would otherwise be required.

10 (b) The select board shall publish notice of its intention to consider an adjustment of town  
11 meeting quorum requirements under this section not less than 7 days before the vote of the select  
12 board. The select board shall provide for adequate means of public access that will allow  
13 interested members of the public to clearly follow the deliberations of the select board on making  
14 a quorum adjustment as those deliberations are occurring.

15 (c) Not less than 10 days after a vote of the select board to adjust the quorum requirement  
16 under this section, the town clerk shall notify the attorney general of the adjusted quorum  
17 requirement.

18 (d) A town meeting held pursuant to this section shall take up only those matters related  
19 to their budget or necessary to meet a federal deadline and shall not include warrant articles other  
20 than those adopted by the select board.

21 (e) All actions taken pursuant to this section are hereby ratified, validated and confirmed  
22 to the same extent as if the town meeting had been conducted in accordance with all other  
23 applicable laws, charter provisions, ordinances and by-laws.

24 SECTION 2. (a) Notwithstanding any general or special law, charter provision, ordinance  
25 or by-law to the contrary, during the governor's March 10, 2020 declaration of a state of  
26 emergency, if the moderator in a town having a representative town meeting form of government  
27 determines that it is not possible to safely assemble the town meeting members and interested  
28 members of the public in a common location while complying with any applicable state or local  
29 orders, directives or guidance concerning public assemblies, the moderator may request that the  
30 select board of the town call for a representative town meeting to be held through remote  
31 participation, including, but not limited to, by means of a video or telephone conferencing

32 platform. Such a request by the moderator to the select board shall be in writing and shall  
33 include, but not be limited to: (i) the moderator's determination and request to hold a town  
34 meeting through remote participation in accordance with this section; (ii) the video or telephone  
35 conferencing platform the moderator has determined to use to hold the town meeting; (iii)  
36 confirmation that the moderator has consulted with the local disability commission or  
37 coordinator for Americans with Disabilities Act compliance; and (iv) a certification that by the  
38 moderator that: (A) the moderator has tested the video or telephone conferencing platform; and  
39 (B) the platform satisfactorily enables the town meeting to be conducted in substantially the  
40 same manner as if the meeting occurred in person at a physical location and in accordance with  
41 the operational and functional requirements set forth in this section.

42 A video or telephone conference platform used by a town meeting for remote  
43 participation under this section shall, at minimum, provide for: (i) the moderator, town meeting  
44 members, town officials and any other interested members of the public to identify and hear the  
45 moderator and each town meeting member who attends and participates in the remotely-held  
46 town meeting, as well as any other individuals who participate in the remotely-held town  
47 meeting; (ii) the ability to determine whether a quorum is present; (iii) a town meeting member,  
48 town official or other individual to request recognition by the moderator without prior  
49 authorization; provided, however, that, to the extent technologically feasible, the request is  
50 visible or audible to the public in real time and upon review of the recording of the town meeting  
51 proceedings, preserved according to subsection (h); (iv) the moderator to determine when a town  
52 meeting member wishes to be recognized to speak, make a motion, raise a point of order or  
53 object to a request for unanimous consent; (v) the moderator to recognize a town meeting  
54 member, town official or other individual to speak and to enable that person to speak; (vi) the

55 ability to conduct a roll call vote; (vii) any interested members of the public to access the  
56 meeting remotely for purposes of witnessing the deliberations and actions taken at the town  
57 meeting; and (viii) the town meeting to be recorded. Registered voters residing in the town  
58 wishing to participate in a remote town meeting conducted pursuant to this section shall submit a  
59 request to participate to the town clerk not less than 48 hours in advance of the town meeting.  
60 Upon receipt of the request and verification of the requester's voter registration status, the clerk  
61 shall provide to the requester instructions for participating in the remote town meeting.

62 (b) Not later than 10 business days following receipt of a written request by the  
63 moderator under subsection (a), the select board shall vote to determine if the town meeting shall  
64 be held remotely by means of the video or telephone conferencing platform requested by the  
65 moderator.

66 (c) If the select board votes to approve the request of the moderator for remote  
67 participation at a town meeting and the select board has already issued a warrant calling a town  
68 meeting to be held not later than June 30, 2020, the select board shall, at the same meeting of the  
69 board, approve and issue, in consultation with the moderator, a notice that expressly states: (i)  
70 that the town meeting shall be held remotely by means of the video or telephone conferencing  
71 platform requested by the moderator; (ii) the date and time of the meeting; and (iii) any  
72 information necessary for the moderator, town meeting members, town officials and interested  
73 members of the public to access and attend the town meeting remotely.

74 The notice issued by the select board shall be: (i) accompanied by the written request of  
75 the moderator submitted to the select board under subsection (a); (ii) filed and posted in  
76 accordance with the requirements of subsection (b) of section 10A of chapter 39 of the General

77 Laws; (iii) distributed to each town meeting member; and (iv) publicly posted not less than 10  
78 days before the scheduled date of the remote town meeting. The notice may include a date, time  
79 and place for the town meeting to be resumed if the town meeting does not vote to continue the  
80 town meeting remotely as required under subsection (f).

81 (d) If the select board votes to approve the request of the moderator for remote  
82 participation at a town meeting and the select board has not yet issued a warrant for a town  
83 meeting, the select board shall approve and issue a warrant for the town meeting that expressly  
84 states: (i) that the town meeting shall be held remotely by means of the video or telephone  
85 conferencing platform requested by the moderator; (ii) the date and time of the meeting; and (iii)  
86 any information necessary for the moderator, town meeting members, town officials and  
87 interested members of the public to access and attend the town meeting remotely.

88 The warrant issued by the select board shall be: (i) accompanied by the written request of  
89 the moderator submitted to the select board under subsection (a); and (ii) filed in accordance  
90 with section 10 of chapter 39 of the General Laws, all other applicable laws and any relevant  
91 provision of the town charter or by-laws. The warrant may include a date, time and place for the  
92 town meeting to be resumed if the town meeting does not vote to continue the town meeting  
93 remotely as required under subsection (f).

94 (e) Not later than 5 business days after a vote of the select board to approve the  
95 request of the moderator to hold a town meeting remotely pursuant to subsection (c) or (d), the  
96 town clerk shall submit a certified copy of the vote of the select board and of the written request  
97 of the moderator to the attorney general.

98 (f) Before taking any other vote at a representative town meeting held through remote  
99 participation under this section, the town meeting members present and voting at the meeting  
100 shall vote on whether or not to continue conducting the town meeting remotely by means of the  
101 chosen video or telephone conferencing platform. If the town meeting votes to continue  
102 conducting the town meeting remotely, then the town meeting shall proceed by remote  
103 participation to address the articles included in the warrant. If the town meeting does not vote to  
104 continue conducting the town meeting remotely, then the town meeting shall be adjourned to the  
105 date, time and place specified in the notice or warrant under subsection (c) or (d). If no date, time  
106 and place has been specified in the notice or warrant, the town meeting shall immediately be  
107 dissolved without taking any votes on any other matters and the select board may call the town  
108 meeting pursuant to a new warrant that provides for the town meeting to be held in person at a  
109 physical location in accordance with section 10 of chapter 39 of the General Laws, all other  
110 applicable laws and provisions of the town charter and by-laws.

111 (g) A vote taken at a representative town meeting held through remote participation  
112 pursuant to this section shall be taken by any means that the moderator determines accurately  
113 and securely records the votes of those entitled to vote at the meeting, including, but not limited  
114 to, a roll call vote, electronic voting, voting by ballot, voting by phone or any combination  
115 thereof. The vote of each town meeting member on a roll call vote shall be recorded and kept  
116 with the minutes of the town meeting.

117 (h) A representative town meeting held remotely pursuant to this section shall be  
118 recorded and the recording shall be preserved and made publicly available on the town's website  
119 for not less than 90 days after the conclusion of the town meeting.

120 (i) All actions taken pursuant to this section are hereby ratified, validated and confirmed  
121 to the same extent as if the town meeting had been conducted in accordance with all other  
122 applicable laws, charter provisions, ordinances and by-laws.

123 SECTION 3. Notwithstanding section 9 of chapter 39 of the General Laws or any other  
124 general or special law, charter provision, ordinance or by-law to the contrary, during the  
125 governor's March 10, 2020 declaration of a state of emergency, a select board, in consultation  
126 and with the approval of the town moderator, may vote to hold town meeting outside the  
127 geographic limits of the town if the board determines that it is not possible to adequately conduct  
128 town meeting in a location within the geographic limits of the town in a manner that ensures  
129 health and safety; provided, however, that a meeting for the election by ballot of federal, state or  
130 other officers or the determination of other matters that are to be determined by ballot at an  
131 election shall be held within the geographic limits of the town. The select board shall publicly  
132 post notice of the location of town meeting to be held outside the geographic limits of the town  
133 not less than 10 days before the date of the meeting. Nothing in this section shall supersede or  
134 otherwise affect the validity of any a special law, charter or by-law in place before the  
135 governor's March 10, 2020 declaration of a state of emergency that provides for holding town  
136 meeting outside the geographic limits of the town.

137 SECTION 4. Notwithstanding section 32 of chapter 44 of the General Laws or any other  
138 general or special law, charter provision or ordinance to the contrary, if the mayor of a city is  
139 unable, as a result of the governor's March 10, 2020 declaration of a state of emergency, to  
140 submit an annual budget for fiscal year 2021 to the city council within 170 days as required by  
141 the first paragraph of said section 32 of said chapter 44, the time periods and deadlines set forth  
142 in said section 32 of said chapter 44 for the mayor and city council to act on the annual budget

143 shall be extended until 60 days after the termination of the declaration of the state of emergency;  
144 provided, however, that within 30 days after the termination of the declaration of emergency or  
145 on July 31, 2020, whichever is earlier, the mayor shall submit to the city council the annual  
146 budget for fiscal year 2021 for the purposes of said section 32 of said chapter 44 and the time  
147 periods and deadlines set forth in said section 32 of said chapter 44 shall, if not inconsistent with  
148 this section, otherwise thereafter apply; and provided further, that notwithstanding said section  
149 32 of said chapter 44 to the contrary, the mayor may submit to the city council a continuing  
150 appropriation budget for the city on a month-by-month basis for a period not to exceed 3 months  
151 if the city has not approved an annual budget for fiscal year 2021 by June 30, 2020, as a result of  
152 the governor's March 10, 2020 declaration of a state of emergency.

153 SECTION 5. (a) (1) Notwithstanding sections 52 and 56 of chapter 41 of the General  
154 Laws, a city or town may approve a payment for the period beginning on or after March 10, 2020  
155 through the remainder of fiscal year 2020 on an existing service contract for school or education-  
156 related services entered into by the school committee or a service contract renegotiated or  
157 modified by the school committee in order to maintain the availability of and access to the  
158 services secured under the underlying contract between the parties; provided, however, that: (i)  
159 the underlying service contract was in effect before March 10, 2020 and the service contractor  
160 was unable to perform services under the contract as a result of the governor's March 10, 2020  
161 declaration of a state of emergency or the outbreak of the 2019 novel coronavirus, also known as  
162 COVID-19; and (ii) there are sufficient unencumbered available funds remaining for such  
163 payment in the appropriation for the purpose.

164 (2) Before any payment, the service contractor shall present to the approving authorities  
165 set forth in subsections (b) and (c), a sworn statement reporting grants, discounted loans or other

166 financial support that the service contractor has received from a state, federal or local  
167 government as a result of the COVID-19 outbreak or, if the service contractor has not received  
168 any such grants, discounted loans or other financial support, affirming that the service contractor  
169 has not received, and shall not receive thereafter, any such grants, discounted loans or other  
170 financial support. The sworn statement shall include an attestation of compliance with section 7.  
171 The payment to the service contractor shall not exceed the amount to which the service  
172 contractor was eligible under the service contract and shall be consistent with said section 7.

173 (b) In a city, the payment set forth in subsection (a) shall be approved by: (i) the school  
174 committee; (ii) a city auditor, accountant or other officer having similar duties; and (iii) the chief  
175 executive officer of the city as defined in Fifth B of section 7 of chapter 4 of the General Laws.

176 (c) In a town, the payment set forth in subsection (a) shall be approved by: (i) the school  
177 committee; (ii) a town accountant or other officer having similar duties; and (iii) the chief  
178 executive officer of the town as defined in Fifth B of section 7 of Chapter 4 of the General Laws.

179 (d) This section shall not apply to tuitions and rates set by the bureau of purchased  
180 services within the operational services division pursuant to section 22N of chapter 7 of the  
181 General Laws, which are set and are non-negotiable for fiscal year 2020.

182 SECTION 6. (a) (1) Notwithstanding sections 52 and 56 of chapter 41 and section 16A of  
183 chapter 71 of the General Laws, a regional school district may approve a payment for the period  
184 beginning on or after March 10, 2020 through the remainder of fiscal year 2020 on an existing  
185 service contract for school or education-related services entered into by the regional school  
186 district or a service contract renegotiated or modified by the regional school committee in order  
187 to maintain the availability of and access to the services secured under the underlying contract

188 between the parties; provided, however that: (i) the underlying service contract was in effect  
189 before March 10, 2020 and the service contractor was unable to perform services under the  
190 contract as a result of the governor's March 10, 2020 declaration of a state of emergency or the  
191 outbreak of the 2019 novel coronavirus, also known as COVID-19; and (ii) there are sufficient  
192 unencumbered available funds remaining for such payment in the appropriation for the purpose.

193 (2) Before any payment, the service contractor shall present to the approving authorities  
194 set forth in subsection (b), a sworn statement reporting grants, discounted loans or other financial  
195 support that the service contractor has received from a state, federal or local government as a  
196 result of the COVID-19 outbreak or, if the service contractor has not received any such grants,  
197 discounted loans or other financial support, affirming that the service contractor has not received,  
198 and shall not receive thereafter, any such grants, discounted loans or other financial support. The  
199 sworn statement shall include an attestation of compliance with section 7. The payment to the  
200 service contractor shall not exceed the amount to which the service contractor was eligible under  
201 the service contract and shall be consistent with said section 7.

202 (b) The payment set forth in subsection (a) shall be approved by the regional school  
203 committee and a business manager, assistant superintendent for business or other employee with  
204 title of similar import and responsibilities as those of a town accountant.

205 (c) This section shall not apply to tuitions and rates set by the bureau of purchased  
206 services within the operational services division pursuant to section 22N of chapter 7 of the  
207 General Laws, which are set and are non-negotiable for fiscal year 2020.

208 SECTION 7. Payments made to service contractors under sections 5 and 6 shall not  
209 exceed the amount to which the service contractor was eligible under the service contracts

210 through which payments are made less the amount the service contractor received in grants,  
211 discounted loans or other financial support that the service contractor has received or expects to  
212 receive from a state, federal or local government as a result of the COVID-19 outbreak.

213 SECTION 8. This act shall expire 35 days after the termination of the governor's March  
214 10, 2020 declaration of a state of emergency and such expiration shall not affect the validity of  
215 any vote or action taken by a select board or town meeting pursuant to this act.

**WendyB-Montague Board of Selectmen**

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**From:** Christopher Janke <jankevoo@gmail.com>  
**Sent:** Tuesday, May 12, 2020 12:21 PM  
**To:** StevenE - Montague Town Administrator; WendyB-Montague Board of Selectmen; Daniel Wasiuk  
**Cc:** Mark Wisnewski; Emily Brewster  
**Subject:** Proposal for parking lot use  
**Attachments:** CTReopens\_Restaurants\_C5\_V1.pdf; Outdoor2020Area.jpg; Outdoor2020ServiceDetail.jpg

Hi Wendy,

I'm attaching a diagram of how we would like to set up the row of parking spots adjacent to The Rendezvous for use for outdoor dining once such activity is cleared by relevant health authorities. We would like to lease or otherwise gain clearance to use that area through the end of September.

We would like to move forward with the process of using this row of spaces for dining without alcohol until such point that we might get approval from the ABCC for alcohol service in this area. We would like to engage in the application process for the expanded liquor license as soon as possible. We are in communication with our insurer regarding all aspects, but we are finding communication slow and less-than-detailed these days.

I understand that we are in new territory, but we have done this for one-day events. Attached is a plan, which includes a rough idea for what a server station (under a pop-up tent) would look like, including some of the items we would need to comply with health regulations. Daniel, we are happy to modify as needed. We did our best to design the area to comply with guidelines issued by the state of Connecticut for reopening (attached also). We know, of course, that Mass laws will be different, but in the absence of information from our own state, we are doing our best to use the best guidelines we can find.

We are happy to do a walk-through with any of you, and we could arrange for a virtual walk-through through zoom if that helps. Further, we would be happy to record that zoom walk-through.

Next steps:

- Please let us know any and all aspects we have overlooked at this point in the process.
- Steve and/or Wendy, can you tell us what else you need for us to appear before the selectboard to ask for approval for use for dining?
- Wendy, can you tell us what we need to apply for a temporary expanded liquor license?
- Daniel, can you tell us what modifications you want to see for the exterior – as well as what you might want to see in the interior?

Thanks for all your help!

Chris



**Board of Selectmen  
Town of Montague**

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

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

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

Name of applicant: Rocket Science dbd The Rendezvous

Address of applicant: 78 Third St.

Phone # of applicant: 413 588 6307

Name of organization: SAME

Name of legally responsible person: MARK Wisnewsiki

Location of assembly: Town parking area adjacent to building

Date of assembly: May 25, 2020 - Oct 30, 2020

Time of assembly: Begin: 10am End: 10 pm

Number of expected participants: 40 plus staff \*

If a procession/parade:

Route: \_\_\_\_\_

Number of people expected to participate: \_\_\_\_\_

Number of vehicles expected to participate: \_\_\_\_\_

Subject of demonstration: outdoor seating for restaurant

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

\*\*\*\*\*

Signatures:

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

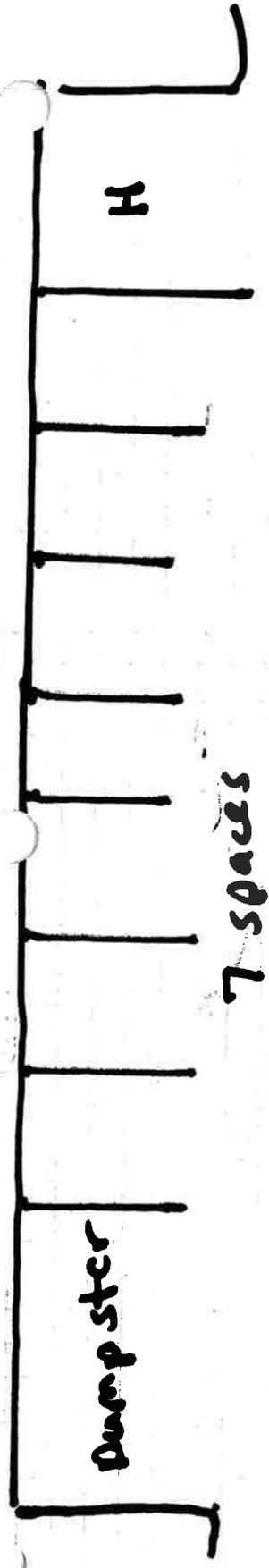
Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

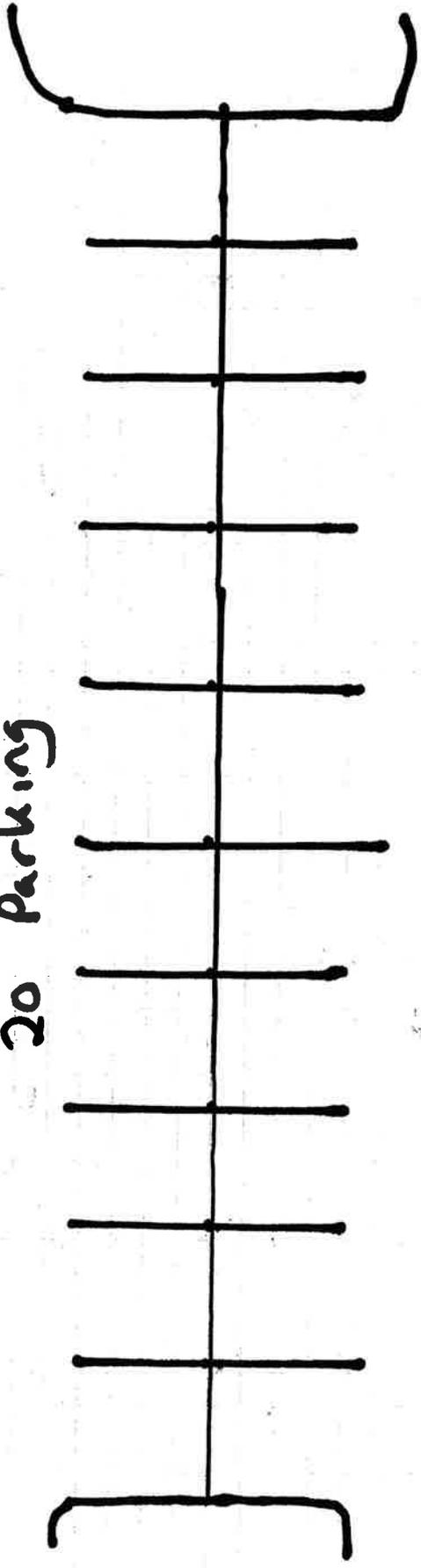
\* seating at 6' distance between seated parties

NO. 10 CURB

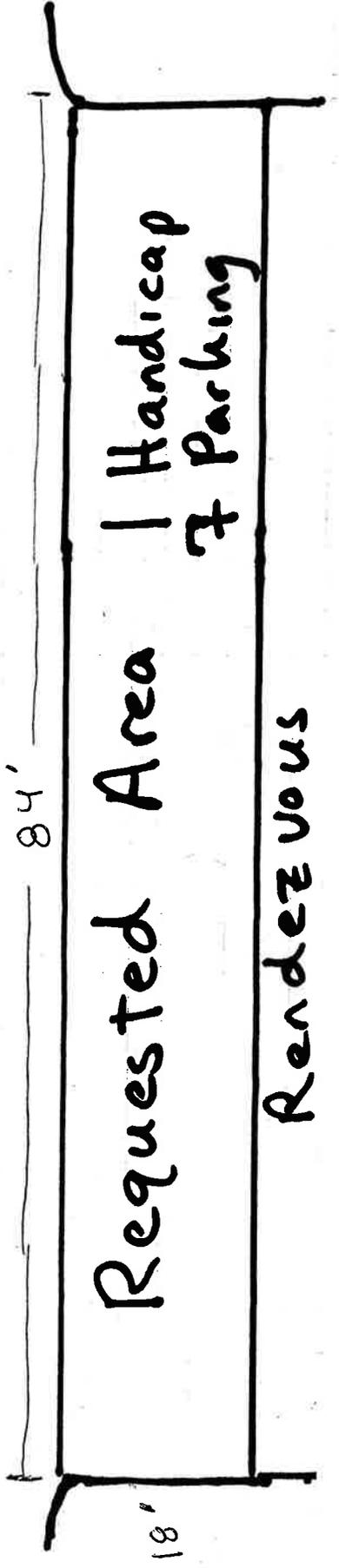


7 spaces

20 Parking



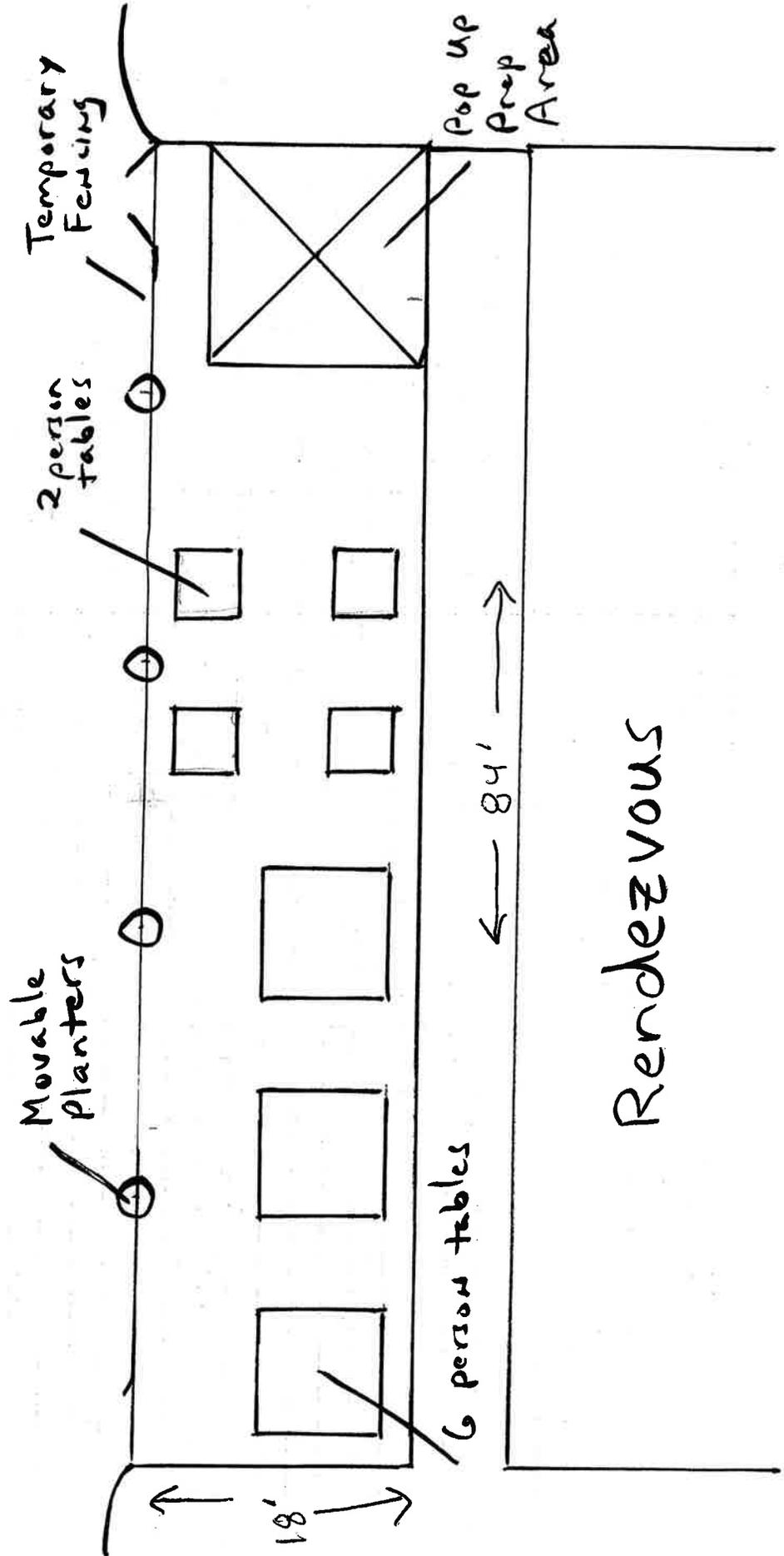
116

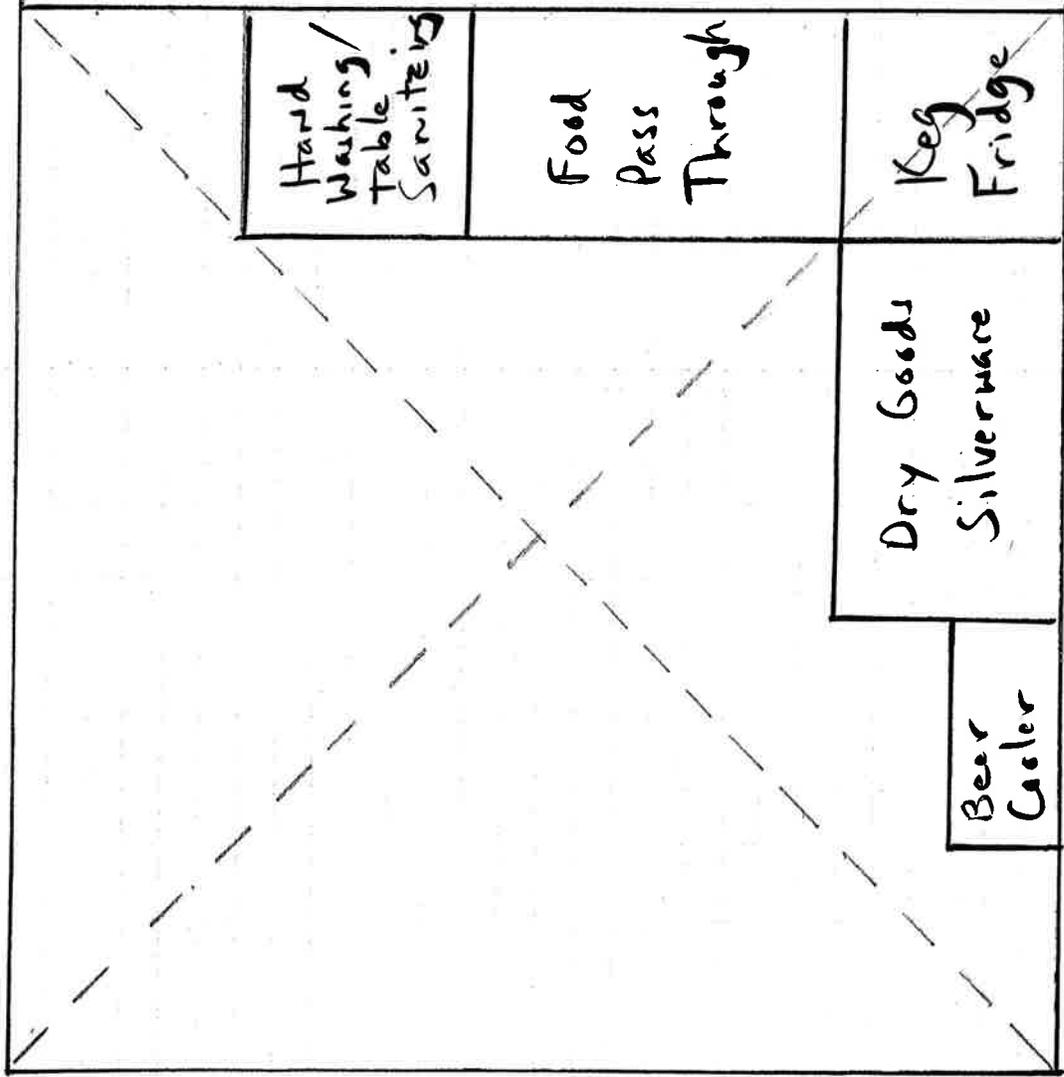


Requested Area  
1 Handicap  
7 Parking

Rendezvous

■ = 2'





□ = 1'

Pop Up Prep Area

**ANNUAL TOWN MEETING  
TOWN OF MONTAGUE  
COMMONWEALTH OF MASSACHUSETTS  
JUNE 13, 2020**

Franklin, ss.

To either of the Constables of the Town of Montague in the County of Franklin:

**GREETING:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Montague qualified to vote in Town affairs to meet in the Turners Falls High School Gymnasium, 222 Turnpike Road, Turners Falls, Massachusetts, on Saturday, June 13, 2020, at 9:00 A.M. and to act on the following articles and any motions which may be presented.

**ARTICLE 1:** To see if the Town will vote to receive and act upon the reports of the Officers of the Town and to receive the report of any committees and act thereon.

**ARTICLE 2:** To see if the Town will vote to authorize the Selectboard, or other Town departments with the approval of the Selectboard, to apply for and accept grants from the Federal Government, Commonwealth of Massachusetts, or any other source, and to expend the same for purposes received without further appropriation, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 3:** To see if the Town will vote to fix the salaries of all elected officials as required by law for the fiscal year beginning July 1, 2020, as set forth in Schedule I, Elected Officials, a copy of which is on file in the Office of the Town Clerk and on the Town's website at (Link) or pass any vote or votes in relation thereto.

**ARTICLE 4:** To see if the Town will vote to fix the salaries of all appointed officials as required by law for the fiscal year beginning July 1, 2020, as set forth in Schedule II, Appointed Officials, a copy of which is on file in the Office of the Town Clerk and on the Town's website at (Link) or pass any vote or votes in relation thereto.

**ARTICLE 5:** To see if the Town will vote to amend the classification plan to add the position of Assistant Planner at Grade D as per a Memorandum of Agreement between the Town of Montague and the National Association of Government Employees (NAGE), or pass any vote or votes in relation thereto.

(Planning Department Request)

**ARTICLE 6:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,527,445, or any other amount, for the maintenance of the several departments of the Town, said sums to be allocated in accordance with Schedule III, Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at (Link) and for any other necessary changes, or pass any vote or votes in relation thereto.

**ARTICLE 7:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$2,449,068, or any other amount, for the purpose of operating the Water Pollution Control Facility and associated pumping stations, said sums to be allocated in accordance with Schedule IV, WPCF Budget, a copy of which is on file in the Office of the Town Clerk and on the Town's website at (Link), or pass any vote or votes in relation thereto.

**ARTICLE 8:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$79,750, or any other amount, for the purpose of funding the operations, maintenance, and debt service of the Colle Building, or pass any vote or votes in relation thereto.

(Selectboard Request)

**ARTICLE 9:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$55,694, or any other amount, for the purpose of operating the Turners Falls Airport, or pass any vote or votes in relation thereto.

(Airport Commission Request)

**ARTICLE 10:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$1,255,456, or any other amount, for the purpose of paying the Franklin County Technical School District for Montague's share of the assessment for the yearly operation of the Franklin County Technical School, or pass any vote or votes in relation thereto.

(Franklin County Technical School Request)

**ARTICLE 11:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$10,732,268, or any other amount, for the purpose of paying the Gill-Montague Regional School District for Montague's share of the assessment for the yearly operation of the Gill-Montague Regional Schools, or pass any vote or votes in relation thereto.

(Gill-Montague Regional School District Request)

**ARTICLE 12:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$16,250, or any other amount, for the purpose of hiring a contractor to provide valuation services relating to the natural gas and electric transmission/distribution utility properties located in town, including any and all incidental and related costs, or to pass any vote or votes in relation thereto.

(Board of Assessors Request)

**ARTICLE 13:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$41,953 or any other amount, for the following school building related projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

- To repair the canopy over the Gill Montague Regional School District Administration Building's side entry
- To repair the Hillcrest Elementary School roof
- To obtain Building Condition Assessments to support capital planning for the Sheffield School, Hillcrest School, and Great Falls Middle School/Turners Falls High School Buildings

(GMRSD Request)

**ARTICLE 14:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$191,000, or any other amount, for the following WPCF projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

1. To increase the appropriation made pursuant to Article 7 of the March 5, 2020 Special Town Meeting, which appropriated \$75,000 to remove and dispose of an existing oil tank and vault.
2. To replace coarse bubble diffusers at the Montague WPCF with fine bubble diffusers or similar energy saving technology
3. To replace a primary sludge pump at the Montague WPCF, including purchasing and equipping a new pump, removal and disposal of the existing pump, design and installation services.

(WPCF Superintendent Request)

**ARTICLE 15:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide the sum of \$127,260, or any other amount, for the following Town projects and any and all incidental and related costs, or to pass any vote or votes in relation thereto.

1. To purchase, equip and make major repairs to DPW vehicles and equipment
2. To replace the Council on Aging chimney
3. To repair traditional walking paths in the villages of Millers Falls and Turners Falls, including but not limited to repair or replacement of the existing public stairway leading from the Millers Falls Village Center to Highland Park and the existing public walkway running from 7th Street to High Street, near its intersection with Avenue B.

(Dept. of Public Works, Council on Aging and Planning Department Request)

**ARTICLE 16:** To see if the Town will vote to transfer care, custody and control of the land and/or building commonly known as the former DPW Garage, located at 500 Avenue A, Turners Falls, and shown as Assessors' Parcel ID 05-0-127, from the Selectboard for general municipal purposes to Selectboard for general municipal purposes and for the purpose of conveyance or lease; and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land and/or building for such sum and upon such conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or take any other action relative thereto.

**ARTICLE 17:** To see if the Town will vote to transfer care, custody and control of the land and/or building commonly known as the Town Hall Annex, located at 1 Avenue A, Turners Falls, and shown as Assessors' Parcel ID 04-0-0004, from the Selectboard for general municipal purposes to the Selectboard for general municipal purposes and for the purpose of conveyance or lease; and to authorize the Selectboard to sell or lease, transfer or convey all or any portion of such land and/or building for such sum and upon such conditions determined by the Selectboard to be in the best interests of the Town, pursuant to G.L. c. 30B, and to authorize the Selectboard to execute any and all instruments, including deeds, leases or other agreements and take all other actions necessary or appropriate to effectuate the vote taken hereunder, or pas any vote or votes in relation thereto.

**ARTICLE 18:**

We are writing to request that funds be appropriated to facilitate the repair of the public stairway leading from the Millers Falls Village Center to Highland Park. While many people continue to use the stairs they are in a sorry state and could cause someone harm if not addressed. Several of the concrete stairs are crumbling and the railings are rusted and broken. We feel that this is an important connector between the village center and the park and we hope that fixing the stairs would increase the use of the park by residents of the village center. Please repair the stairs so that we can use them safely.

(Petitioned Article)

Given under our hands this 18th day of May in the Year of Our Lord Two Thousand and Twenty.

---

Michael Nelson

---

Christopher M. Boutwell, Sr.

---

Richard Kuklewicz, Chairman  
Selectmen, Town of Montague

Franklin, ss    Montague, MA    May \_\_\_\_, 2020

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

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Constable of Montague

**WendyB-Montague Board of Selectmen**

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**From:** DebB-Montague Town Clerk  
**Sent:** Thursday, May 14, 2020 1:44 PM  
**To:** Recorder Legals; WendyB-Montague Board of Selectmen  
**Subject:** RE: Tag Sales

Hi Suzanne,

I am forwarding your email to the selectman's office .....

Stay well,  
Deb

**From:** ~~Shutesbury Recorder Legals [mailto:shutesbury@recorder.com]~~ **On Behalf Of** Recorder Legals  
**Sent:** Thursday, May 14, 2020 11:20 AM  
**To:** [townclerk@ashfield.org](mailto:townclerk@ashfield.org); Nancy Burnham; Paul W. Luther; Janice Purington; Charlemont Assessors Office; Colrain Town Clerk; Conway Town Clerk; Barbara Hancock; [townclerk.richard.newton@erving-ma.org](mailto:townclerk.richard.newton@erving-ma.org); Lynda Hodsdon Mayo/Gill Town Clerk; [townclerk@townofgreenfield.org](mailto:townclerk@townofgreenfield.org); Pamela Shrimpton; Hilma A. Sumner; [townclerk@leverett.ma.us](mailto:townclerk@leverett.ma.us); Leyden Select Board; david nash; DebB-Montague Town Clerk; [newsalemclerk@aol.com](mailto:newsalemclerk@aol.com); Northfield Town Clerk; [townclerk@townoforange.org](mailto:townclerk@townoforange.org); Interim Admin. Assistant; Joe Judd; [townclerk@shutesbury.org](mailto:townclerk@shutesbury.org); Wendy Houle; [townclerk@wendell-mass.us](mailto:townclerk@wendell-mass.us); Lynn Sibley  
**Subject:** Tag Sales

Greetings

Normally this time of year folks are starting to think about having tag sales. With the state at a shutdown right now, but possibly opening up soon, what will your policies for tag sales be? We have had several calls concerning placing ads in the paper for tag sales and we would like to be able to tell callers what the policies will be going forward. I look forward to hearing from you and hope you are all well  
suzanne

**Greenfield Recorder Legal Advertising**

[legalads@recorder.com](mailto:legalads@recorder.com)  
PO Box 1367 (14 Hope St)  
Greenfield, MA 01302 (01301)  
413-772-0261  
413-774-5511 fax

**CONFIDENTIAL NOTICE:**

The information contained in this message and or attachments is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other

## TAG SALE REGULATION

Effective: Tuesday, April 18, 2006

Permits must be obtained by 3:00 PM on Friday prior to the tag sale date.

Obtaining permits will consist of calling or stopping by the Selectmen's Office at (413) 863-3200 xt. 108 and having your tag sale location, name and date of tag sale being placed on a master list, which will then be given to the police department.

There will be a maximum of three tag sales per calendar year per household/organization, with a maximum duration of three days per tag sale.

There is no fee for the tag sale permit, but there will be a \$10 fine (first offense) and \$20 fine (each offense thereafter) for holding a tag sale without a permit.

Signed:

Montague Board of Selectmen

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Allen Ross, Chairman

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Patricia L. Pruitt

---

Patricia A. Allen



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188 Valley Street  
 Suite 300  
 Providence, RI 02909  
 T 401 421 4340  
 F 401 251 8613  
 www.gza.com

April 16, 2020  
 File No. 18-222

Town of Montague  
 1 Avenue A  
 Turners Falls, MA 01376

Re: Proposal for CAD Construction Services  
 Solar Energy Project  
 Montague Massachusetts

GZA GeoEnvironmental, Inc. (GZA) is pleased to provide this proposal to The Town of Montague (Client) for third party construction engineering services to oversee the construction of a final cover system for the former burn dump off Sandy Lane in Montague, MA. The final cover system has been reviewed and approved by the MassDEP as part of the Corrective Action Design Permit to construct the proposed landfill closure system. Ultimately, the proposed landfill closure system is needed to support Post Closure Use of the landfill as a solar array facility as proposed by Kearsarge Energy LP. This proposal has been prepared based on Scope of Services outline and discussed with Kearsarge in e-mail correspondence dated April 10, 2020.

**PROJECT UNDERSTANDING**

GZA understands that the Town intends to construct solar array facilities over the landfill. The landfill has not been capped and requires the installation of a final cover system. The Town and Kearsarge are proposing to construct a solar array facility on the landfill, following the construction of the proposed final cover system. The final cover is proposed to consist of 1.5 feet of low permeability soil (hydraulic conductivity  $s 1.0 < 10^{-5}$  cm/sec) overlain by 8 inches of vegetative support soil. The proposed solar facility has been approved by the MassDEP as part of Post Closure Use Permit (PCUP) for the facility.

In the PCUP application, Kearsarge proposed to construct and operate an approximately 3.22 MW DC/2.5 MWAC photovoltaic ("PV") power system on the surface of the former Landfill and the adjacent area. The system will consist of about 2.84 MW DC of ground-mounted panels and 379 kW DC of canopy-mounted panels. The canopy will be installed off the Landfill and will be used as a parking area for vehicles and equipment. The project will also include a battery storage system with an output capacity of 1,270 kW AC and a storage capacity of 2,600 kWh. Approximately 4.84 acres of the Landfill will be used for the solar array, out of a total area of 7.6 acres. About 5.5 acres of adjacent land will be used for the remainder of the array. The system will include approximately 8,034 PV modules of 400 and 405-watt output capacities. Conversion from AC to DC will be conducted by string inverters mounted on concrete ballasts within the field of panels. Transformers and panel boards will be mounted on concrete pads near the grid interconnection, off the Landfill cap. The battery storage unit will be located on a concrete pad next to the transformer pads. The project will be constructed on portions of two Town owned parcels off Sandy Lane.

As of this date, the Landfill has not received final cover and is not considered to be closed in accordance with the MassDEP regulations. Therefore, the Town has submitted a Corrective Action Design ("CAD") to construct final cover over the Landfill prior to installing the proposed solar array system. The PCUP was approved by The Massachusetts Department of Environmental Protection



(MADEP) on April 5, 2019 under Authorization Number SW26-0000014 and the CAD was approved on April 5, 2019 under Transmittal Number X272789.

## **OBJECTIVES**

**GZA's objective is to provide construction engineering services in accordance with the CAD permit conditions issued by MassDEP for the site.**

## **SCOPE OF SERVICES**

GZA will provide third party construction engineering oversight services during the construction phase of the above listed project.

Our construction phase services will include the following work tasks:

### **Task 1. MassDEP BWP SW 22 Minor Modification Application**

GZA will prepare and submit the MassDEP BWP SW 22 Minor Modification Application Form to MassDEP to file for an extension of the original permit. GZA has assumed that application fees will be paid directly by the Town to MassDEP and that a copy of the original CAD application will be provided to GZA for use in preparing this submittal.

### **Task 2. Groundwater and Leachate Elevation Evaluation**

The CAD requires piezometric measurements at select groundwater monitoring wells to gauge groundwater response to existing landfill drainage systems. The monitoring programs require piezometric measurements under the normal operating condition of the drainage system and measurements with the drainage system plugged, as outlined below.

Prior to plugging the landfill drainage system, GZA will gauge and record groundwater elevations at the existing monitoring wells (MW-B and TW-6A), the drainage system manhole within the landfill limits, and nearby wells outside the landfill limits (TW-3A and MW-H) three times at two-month intervals to measure the groundwater elevations.

During the same monitoring events, GZA will observe the slope below the landfill to assess the elevation(s) at which groundwater may be seeping out of the slope. GZA has included one day of survey utilizing an auto level to measure the elevations of the top of well casings and slope benchmarks. GZA will prepare a groundwater contour map for each monitoring round based on the elevation data.

Following installation of the temporary plug, GZA will monitor groundwater levels and leachate seepage elevations, if present, on a quarterly basis for a period of two years. The monitoring will be reported to MassDEP on a semi-annual basis. The report will also include observations regarding any observable positive or negative impacts potentially attributable to the temporary plug, such as drainage along the path of the drainage pipe, increases in the volume of leachate seeps or appearance of new seepage and signs of ground instability, erosion, etc.

If any active leachate seeps are observed on the slope below the Landfill, GZA will establish and sample a minimum of one leachate seep location. This location will be sampled one time, assuming there is adequate flow, before the temporary drainage system plug is installed. This location will be added to the semi-annual groundwater and surface water sampling network and analyzed for the same parameters as the existing surface water sampling locations. We have assumed that laboratory analysis will only be required for Volatile Organic Compounds (VOCs) and Semi-Volatile Organic Compounds (SVOCs). If the location of the leachate seep(s) changes in the future the location of the seep



sampling will be changed as necessary to be able to collect a representative sample. Any changes in the sampling location will be documented in the narrative and mapping of the monitoring report(s).

### **Task 3. Landfill Gas Monitoring**

GZA will screen the landfill gas monitoring wells installed on the northern edge of the final cover system for methane (%), carbon dioxide (%), oxygen (%), and balance gas (%) on a semi-annual basis corresponding to the groundwater and surface water monitoring program as outlined in Task 2 above. This proposal includes two (2) years of Landfill Gas Monitoring on a semi-annual basis.

### **Task 4. Preconstruction Submittals**

GZA will work with the client to receive and review preconstruction submittals from the selected landfill capping contractor. Submittals will include:

- Project schedule
- List of key personnel
- Site specific health & safety plan
- Summary of equipment and construction materials
- Material source identification and associate Quality Control data
- Material conformance to the project specifications

### **Task 5. Third Party Construction Engineering**

GZA will provide third-party, independent construction engineering services overseen by a Professional Engineer Registered in the Commonwealth of Massachusetts. GZA construction oversight engineers will be knowledgeable in landfill design and construction. GZA's field engineer will observe the overall construction of the landfill cap. In accordance with the CAD conditions, GZA's field engineer will be present at the site during the construction of the final cover system, and associated appurtenances. GZA's field engineer will work under the direct supervision of a Professional Engineer Registered in the Commonwealth of Massachusetts and will perform construction oversight responsibilities in accordance with the MassDEP Landfill Technical Guidance Manual (1997).

The duties of the GZA field engineer will include:

- Observation of the installation and construction of the components of the landfill cover system
- Verify the final grades of the landfill cap
- Observation and confirmation of QA/QC testing and data generated by the testing program;
- Documentation of construction and QA/QC activities

After each visit GZA will produce a written field summary documenting the number of on-site site personnel, equipment operating, work performed during the visit, general site housekeeping, conformance to best practices, adherence to construction documents and permits and documentation of construction means and methods and materials installed. GZA's documentation will be limited to the work observed during the site visit.

If required, in accordance with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) GZA will perform site inspections as required on a routine basis, i.e., at least once every seven days and within 24 hours of the occurrence of a storm event with 0.25 inches of precipitation or greater. GZA will provide a



qualified field engineer/scientist to perform weekly Site inspections throughout the duration of construction. Pertinent observations requiring immediate action will be brought to the attention of the Site Superintendent at the time of GZA's inspection. Inspection reports with observations, any necessary maintenance or corrective actions, and photographs will also be taken and submitted to the contractor for signature. This task does not include monthly reporting required under the CGP. GZA has not included the cost of preparing and submitting the NDPDES Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) to MassDEP as part of this scope. A separate proposal can be requested for those services if required.

GZA's scope for this task does not include modifications to the approved CAD design. If design modifications are necessary due to conditions encountered during construction, a separate proposal can be provided for those services.

**Task 6. Construction Completion Report**

Within 90 days following the completion of the construction of the landfill cap, GZA will submit a completion report to MassDEP that either certifies that the work was completed in accordance with the approved plans and specifications and the conditions of the CAD or detailing deviations from the CAD. This report will be signed and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. GZA has not included the cost of completing a construction as-built survey in this task, we assume the as-built survey will be provided by the Contractor and stamped by a licensed surveyor.

**BASIS OF CHARGES AND FEE ESTIMATE**

Billings for GZA's professional services will be based on actual time and material in accordance with the attached Schedule of Fees. Charges for rental of in-house equipment will be billed to Client at standard rates without markup; outside subcontractors and direct expenses will be billed at cost plus 15 percent markup. The estimated budget for this proposal is summarized by Task below:

	Task	Cost Per Unit	Number of Units	Estimated Cost
Task 1	MassDEP BWP SW 22	\$1,000	-	\$ 1,000.00
Task 2	Groundwater and Leachate Evaluation	\$3,500 per round	11 rounds	\$ 38,500.00
Task 3	Landfill Gas Monitoring	\$500 per round	4 rounds	\$ 2,000.00
Task 4	Preconstruction Submittals	\$6,000	-	\$ 6,000.00
Task 5	Third Party Construction Engineering	\$8,000 per week	12 weeks	\$ 96,000.00
Task 6	Construction Completion Report	\$5,000	-	\$ 5,000.00
<b>Estimated total cost</b>				<b>\$ 148,500.00</b>

**SCHEDULE**

GZA will be able to start work immediately upon the receipt of the Notice to Proceed and upon the receipt of the documents required to complete individual tasks.



**TERMS AND CONDITIONS AND PROPOSAL ACCEPTANCE**

Terms and Conditions of Engagement are outlined in the attached Statement of Terms and Conditions, which are an integral part of this agreement. ***This proposal may be accepted by signing in the appropriate spaces below and returning one complete copy (with attachments) to us.*** This Proposal for Services and Terms and Conditions shall constitute the entire agreement between the parties. The fees in this proposal may be subject to change if not accepted within 30 days from the date of issue. Issuance of a purchase order implicitly acknowledges acceptance of the attached Terms and Conditions.

*GZA is submitting this proposal with the belief that we will be able to fulfill the scope requirements during this COVID-19 Pandemic crisis. If performance is rendered impossible because of the impacts of COVID-19, GZA will notify Client of that Force Majeure event.*

Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to call us.  
Very truly yours,

GZA GEOENVIRONMENTAL, INC.

Ryan DaPonte, P.E.  
Project Manager

Edward A. Summerly, P.G  
Project Reviewer

Todd R. Greene, P.E. <sup>RI</sup>  
Associate Principal

RAD/TRG:lal

Enclosures:

This Proposal for Services and Terms and Conditions of Engagement are hereby accepted and executed by a duly authorized signatory, who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of The Town of Montague.

**TOWN OF MONTAGUE**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address (if different from above):  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE TOWN OF MONTAGUE  
AND  
GZA GEOENVIRONMENTAL, INC**

THIS AGREEMENT is made this 18<sup>th</sup> day of May 2020, by and between the Town of Montague, hereinafter called the OWNER and GZA, Inc., with offices at Providence, RI (herein called the "CONSULTANT");

The OWNER'S Designated Representative under this contract is:

Name Walter Ramsey Position/Title Town Planner

Address: Town of Montague, One Avenue A, Turners Falls, MA 01376

Telephone (413) 863-3200 (Extension 207) Fax (413) 863-3222

Email planner@montague-ma.gov

The CONSULTANT'S Designated Representative under this contract is:

Name Edward Summerly Position/Title Principal

Address 188 Valley Street Suite 300 Providence, RI

Telephone 401 427 2707

Email Edward.Summerly@gza.com

WITNESSETH, for consideration hereinafter set forth, the CONSULTANT AND OWNER hereto agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONSULTANT**

1.1 THE OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to perform certain professional services hereinafter described as:

**Montague Burn Dump CAD Construction Services**

**ARTICLE 2. GENERAL CONDITIONS**

The OWNER agrees that all work be done by the CONSULTANT and all materials to be used on the project shall be in accordance with the standards applicable to the relevant professions employed on the PROJECT.

**ARTICLE 3. SCOPE OF SERVICES**

This scope of services is found in Attachment A in a documents titled "Proposal for CAD Construction Services" dated 4/23/2020.

**ARTICLE 4. CONTRACT PRICE AND PAYMENT**

- 4.1.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT fee of **\$148,500** for the scope of services described in Consultant's proposal dated 4/23/2020 and Article 3 of this AGREEMENT. The Parties may increase or decrease the fees set forth in the proposal by mutual agreement signed by both Parties.
- 4.2.1 Payments to the CONSULTANT shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1% per month.
- 4.3.1 For services performed beyond basic services, (additional services) the CONSULTANT shall be compensated in accordance with the procedure established in Article 13.
- 4.4.1 The OWNER agrees to make payment to the CONSULTANT within thirty (30) days of the invoice date for work completed to the OWNER'S satisfaction. If the OWNER fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT'S statement therefore, except for just cause, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless payment is received by the CONSULTANT within seven (7) days of the notice, the suspension shall take effect without further notice. In the event of a suspension of services due to failure of the OWNER to make payment as agreed in this section, the CONSULTANT shall have no liability of the OWNER for delay or damage caused the OWNER because of such suspension of services.
- 4.5.1 Notwithstanding anything in this AGREEMENT to the contrary, any and all payments that the OWNER is required to make under this AGREEMENT shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

**ARTICLE 5. TERM OF AGREEMENT AND TIME FOR PERFORMANCE**

- 5.1.1 The CONSULTANT will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER and upon receipt of a Notice to Proceed from the Owner. The CONSULTANT agrees to provide services for the duration of work, starting within two weeks of the Notice to Proceed.

**ARTICLE 6. KEY PERSONNEL**

- 6.1.1 The CONSULTANT shall provide a list of the names and qualifications of individual staff people who will be assigned to the performance of the CONSULTANT'S obligations under this contract.

- 6.2.1 The OWNER shall have the right to require the CONSULTANT to remove any key individual from his or her assignment to this PROJECT for cause. The key individual shall receive reasonable notice of any such action.

**ARTICLE 7. CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS**

- 7.1.1 The CONSULTANT shall not employ consultants, except Key Personnel designated in ARTICLE 6, or assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval of and written consent of the OWNER. The OWNER shall not unreasonably withhold such approval. The OWNER'S written consent shall not in any way relieve the CONSULTANT from its responsibility for the professional standards in the coordination of all data, designs, drawings, specifications, estimates or other work or materials furnished.
- 7.2.1 Except as otherwise provided in this contract, whenever the services of the following consultants are required, the CONSULTANT shall employ them within the basic fee for this project: Surveyors, Structural Engineers, Electrical Engineers, Mechanical Engineers, Civil Engineers, Acoustical Engineers, Architects, Landscape Architects and Designers, Cost Estimators, Code Specialists and Specification Writers. Consultants must be registered in their respective disciplines if the applicable General Law requires registration.
- 7.3.1 When the CONSULTANT receives payment from the OWNER, the CONSULTANT shall within 30 calendar days make payment to each consultant whose work was included in the work for which such payment was received from the OWNER. The OWNER shall have the contractual right to investigate any breach of a consultant's contract and to take corrective measures necessary for the best interest of the OWNER.

**ARTICLE 8. STATUTORY COMPLIANCE**

- 8.1.1 This AGREEMENT will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the AGREEMENT shall conflict with any provisions or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B: Procurement of Goods and Services  
General Laws Chapter 30 Sec. 39 et seq: Public Works Contracts  
General Laws Chapter 149, Sec 44A et seq: Public Buildings Contracts

- 8.2.1 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this AGREEMENT. To whatever extent any provision of this AGREEMENT shall be

inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 8.3.1 The CONSULTANT shall exercise due care in accordance with generally accepted standards of professional practice at the same time as this Agreement, and perform the work required under this AGREEMENT in conformity with all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the CONSULTANT shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the CONSULTANT'S failure to comply with the provisions of this Article and shall indemnify the OWNER against any liability incurred as a result of a violation of this section, in place at the time of this Agreement's execution.

## **ARTICLE 9. INSURANCE**

### General Liability Insurance

- 9.1.1 The CONSULTANT shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost the OWNER. With respect to the operation the CONSULTANT performs, the CONSULTANT shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate for bodily injury, death and property damage.

### 9.2.1 Automobile Liability Insurance

The CONSULTANT shall secure, at its own expense, an Auto Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

### 9.3.1 Professional Services Liability Insurance

The CONSULTANT shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate, and maintain such policy from the time that this CONSULTANT is signed to the date when all construction work designed under this CONSULTANT is completed and accepted by the OWNER. Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the OWNER should coverage become unavailable.

- 9.4.1 The CONSULTANT shall, before commencing performance of this AGREEMENT, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of this AGREEMENT.

- 9.5.1 Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with this AGREEMENT. CONSULTANT shall provide notice to the OWNER at least fifteen days prior to the intended effective date of cancellation, which date should be expressed in said notice.

#### **ARTICLE 10. RESPONSIBILITIES OF THE OWNER**

The OWNER without cost to the CONSULTANT, shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

- 10.1.1 Designate in writing a person to act as the OWNER'S representative with respect to work to be performed under this AGREEMENT, such person to have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.
- 10.2.1 Through its officials and other employees who have knowledge of pertinent conditions, confer with the CONSULTANT regarding both general and special considerations relating to the PROJECT.
- 10.3.1 Assist the CONSULTANT by placing at the disposal of the CONSULTANT all available information pertinent to the PROJECT including previous reports and existing survey data and any other data relative to design or construction of the PROJECT.
- 10.4.1 Waive or pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and obtain such approvals and consents from others as may be necessary for completion of the Project. The CONSULTANT shall assume that the information provided by OWNER is reliable for the purposes of these services. All materials and information provided to the CONSULTANT by OWNER under this contract shall remain the property of OWNER and shall be returned to OWNER upon completion of this contract or upon early termination of this contract
- 10.5.1 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- 10.6.1 Cooperate with and assist the CONSULTANT in all additional work that is mutually agreed upon.
- 10.7.1 Pay the CONSULTANT for work performed in accordance with terms specified herein.
- 10.8.1 Develop, organize and implement all public information and participation efforts.
- 10.9.1 OWNER does not guarantee the accuracy of information furnished and CONSULTANT must satisfy itself as to the correctness of data, except in instances where written exception to the contrary is specifically indicated by OWNER. If the above data are not available or they are in the opinion of CONSULTANT insufficient, CONSULTANT, upon request, may be given authorization to obtain the services of a consultant or perform the work with its own employees. Such consultants shall carry adequate liability insurance. In no case shall CONSULTANT commence such additional work without prior written authorization of OWNER.

Written consent shall not in any way relieve CONSULTANT from its responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specification, estimates and other work or material furnished.

#### **ARTICLE 11. LIMITATION OF LIABILITY AND INDEMNIFICATION**

11.1.1 CONSULTANT shall indemnify and save harmless OWNER and all of its municipal boards, commissions, departments, officers and employees against any suits, claims of liability or expenses for or on account of any injuries to persons or damage to property to the extent that same are caused by the negligent acts, errors or omissions of the CONSULTANT in the performance of this AGREEMENT and/or failure to comply with the terms and conditions of this AGREEMENT, whether by CONSULTANT or its employees, consultants or subcontractors.

You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct. GZA will not be responsible for the acts or omissions of engineer, contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any other party's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of other party's to comply with contracts, plans, specifications or laws.

Comment [WR1]: Steve,  
They wanted to add this. Please review.

#### 11.2.1 Hazardous Waste Indemnification's

For the purpose of this AGREEMENT, CONSULTANT shall not be considered an owner or operator of the project site with respect to the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against CONSULTANT, its principals, agents, employees, and consultants unless such claims are based, in whole or in part, upon the negligence, breach of AGREEMENT, warranty, indemnity, or other obligation of CONSULTANT, its principals, agents, employees and consultants.

11.2.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the CONSULTANT. The OWNER also warrants that he or she has done his or her best to inform the CONSULTANT of such known or suspected hazardous materials' type, quantity and location.

11.2.3 To the fullest extent permitted by law, OWNER agrees to limit the liability of Consultant, its principals, employees, and subcontractors for any claim or action arising in tort, contract or strict liability, to the aggregate amount of \$50,000 or the amount received by Consultant under this Agreement, whichever is greater.

11.2.4 Notwithstanding anything herein to the contrary, in no event shall either party be liable to the other, nor shall either party make any claim for any special, indirect, incidental or consequential damages of any kind or nature whatsoever arising out of or in any way connected to the Project or to this Agreement. This mutual waiver shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract or breach of strict or implied warranty.

**Comment [WR2]:** They also wanted to add these. Please review

**ARTICLE 12. NOTICE**

All notices required to be given hereunder shall be in writing and delivered by hand to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone and facsimile or email, but shall be followed by notice in writing in the manner stated above.

**ARTICLE 13. EXTENSION OF SERVICES**

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

**ARTICLE 14. OWNERSHIP AND USE OF DOCUMENTS**

Upon payment for Services rendered, one (1) reproducible copy of all reports, design drawings, field data, calculations, estimates, and other documents and records (collectively referred to as "documents") which CONSULTANT prepares as instruments of service shall become the property of the OWNER upon payment in full to CONSULTANT under this AGREEMENT. Any re-use of such documents without CONSULTANT's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the CONSULTANT'S rights under this AGREEMENT.

**ARTICLE 15. TERMINATION**

15.1 The OWNER may terminate this AGREEMENT, without cause, upon ten days written notice to the CONSULTANT. In the event of such termination, the CONSULTANT shall be compensated for all services performed prior to termination.

- 15.2 If the PROJECT is suspended or abandoned in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due.
- 15.3 If the PROJECT is resumed after being suspended for more than nine (9) months, the CONSULTANT'S compensation shall be equitably adjusted.
- 15.4 In the event of termination by the OWNER, the CONSULTANT will be paid a percentage of the fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 4 of this AGREEMENT.

#### **ARTICLE 16. GENERAL PROVISIONS**

##### 16.1 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT'S services.

##### 16.2 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

##### 16.3 Force Majeure

CONSULTANT is not responsible for delays, suspensions or any other time impacts caused by factors beyond CONSULTANT's reasonable ability to control, including but not limited to: weather, frustration, pandemics, epidemics, quarantine, strikes, lockouts, work slowdowns, or work stoppages (whether resulting from Client or governmental order or action), shortages in materials, delay in supply or delivery of materials, employees or labor, cost escalation, delays in obtaining materials, accidents or acts of God, failure of governmental or other regulatory authorities to act in a timely manner, shutdown of governmental or other regulatory authorities, or failure of the Client to furnish information or review comments in a timely manner and any other similar events that are beyond CONSULTANT's reasonable control or that may render CONSULTANT's Services impossible to perform ("Force Majeure"). The Client agrees that CONSULTANT is not responsible for any costs, damages or delays actually or allegedly resulting from any such Force Majeure event; nor will CONSULTANT be deemed to be in default of this Agreement due to any such event. If the performance of this Agreement is affected by a Force Majeure event CONSULTANT shall notify Client within five (5) days of its awareness of the event, and undertake reasonable measures to prepare and submit a plan to address any performance

schedule or deadlines applicable to CONSULTANT's services; and CONSULTANT shall be compensated for delays, acceleration or any additional efforts including but not limited to demobilization and mobilization, increased staffing, multiple shift, or additional or substitution of materials and equipment. If performance by CONSULTANT is delayed or otherwise impacted due to a Force Majeure event, the Schedule will be extended for a period of time reasonably necessary to overcome the effect of the event.

Comment [WR3]: And here

#### **ARTICLE 17. PROVISIONS REQUIRED BY MASSACHUSETTS LAW**

- 17.1 The CONSULTANT hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this AGREEMENT. (Statutory reference: M.G.L. c. 7, §38H (e) (i))
- 17.2 The CONSULTANT hereby certifies that no consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT. (Statutory reference: M.G.L. c. 7, §38H (e) (ii))
- 17.3 The CONSULTANT hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this AGREEMENT upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this AGREEMENT to the CONSULTANT. (Statutory reference: M.G.L. c. 7 § 38H (e) (iii))
- 17.4 The CONSULTANT hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the CONSULTANT filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c. 7, §38H (e) (iv))

#### **ARTICLE 18. DISCLOSURE RIGHTS**

OWNER agrees the CONSULTANT has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

**TAX COMPLIANCE STATEMENT**

**Tax Compliance**

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that \_\_\_\_\_, to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Company or Corporation

**NON-COLLUSION STATEMENT**

**Certificate of Non-Collusion**

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

Date \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Company or Corporation

**CERTIFICATE OF VOTE**

At a duly authorized meeting of the Board of Directors of

\_\_\_\_\_ held on \_\_\_\_\_,

it was unanimously voted to authorize \_\_\_\_\_

its \_\_\_\_\_ to sign any and all bid and contract documents on

behalf of the Corporation. I further certify that said vote remains in full force and effect and

has not been rescinded or modified as of the date below.

Date \_\_\_\_\_

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Clerk

SEAL:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

Accepted for the OWNER, TOWN OF MONTAGUE, by the Selectboard:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Accepted for the CONSULTANT, GZA, INC. by:

\_\_\_\_\_

Project Manager

\_\_\_\_\_  
Date

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: \_\_\_\_\_  
Accountant, Town of Montague

Date: \_\_\_\_\_

A TRUE COPY, ATTEST:

By: \_\_\_\_\_  
Clerk, Town of Montague

Date: \_\_\_\_\_

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number \_\_\_\_\_

EXHIBIT A

GZA Proposal for CAD Construction Services” dated 4/23/2020

12B



# Montague Selectboard

1 Avenue A  
Turners Falls, MA 01376

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

May 18, 2020

Danielle E. Blackshear, Transportation Specialist  
Office of Human Environment, Livability Team  
Federal Highway Administration  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Dear Ms. Blackshear:

The Montague Selectboard strongly supports the designation of the Mohawk Trail Scenic Byway as a National Scenic Byway as part of the American's Byways program. The Mohawk Trail Scenic Byway is rich in archeological, cultural, historic, natural, recreational and scenic resources, and is worthy of recognition as a regionally and nationally significant route.

The story of the Mohawk Trail Scenic Byway celebrates the history, heritage, and natural beauty of the area. The Mohawk Trail was constructed as a scenic auto touring route in the early years of car travel, and retains the feel of that era. There are many sites and resources along the route that highlight the rich history of the byway. The Mohawk Trail travels through towns and villages that grew during the industrial revolution, and have retained the character of this important heritage. It travels through a landscape of distinct natural beauty along the way from the Connecticut River Valley to the Berkshire Mountains in the northwestern corner of Massachusetts. The corridor is especially rich in natural resources which attract visitors to the abundance of outdoor recreation. In Montague, the Mohawk Trail is a gateway to the villages of Turners Falls and Millers Falls, which both have strong industrial heritage and historic connections to the Byway as an important transportation route.

A national designation of the Mohawk Trail Scenic Byway to American's Byways will ensure that these important resources are recognized and shared with Byway travelers, and support efforts by our local communities to boost economic development and tourism. I urge you to support the designation of the Mohawk Trail Scenic Byway as an American's Byway Program National Scenic Byway. Thank you for your attention and assistance in this matter.

For the MONTAGUE SELECTBOARD,

Rich Kuklewicz, Chair