

MONTAGUE SELECTBOARD MEETING
VIA ZOOM
Monday, April 22, 2024
AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/84990106815>

Meeting ID: 849 9010 6815 Passcode: 344215 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting April 8, 2024
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:34 **Hearing – Cancellation of Liquor License**
 - Between the Uprights at 2nd Street, 23 Avenue A, Turners Falls, MA
5. 6:45 **Brian McHugh, FY22.23 CDBG Grant Implementation**
 - Award contract to Clayton D. Davenport Trucking, Inc. in the amount of \$267,658 for the Hillcrest Neighborhood Playground Construction Project
6. 6:50 **Jon Dobosz, Parks & Recreation Director**
 - Execute Agreement with GZA Geoenvironmental, Inc. for the Design portion of the Montague Center Park Project, \$45,000 funded through the PARC Grant
 - Announce Public Meeting to be held on April 30,2024 at 6:30pm regarding the design of Montague Center Park
7. 7:00 **Brian Westbrook, RPM Fest**
 - Overview of RPM Fest August 30 – Sept 1, 2024, at the Millers Falls Rod and Gun Club
8. 7:10 **Maureen Pollock, Town Planner**
 - Review of Montague City Village Center Study Final Report and next steps
 - Shea Mural Project Updates
9. 7:55 **Personnel Board**
 - Appoint Hiring Committee for DPW Superintendent. Committee candidates proposed include: Bryan Camden, Rich Kuklewicz, Chelsey Little, Ken Morin, Brandy Patch, Leigh Rae, Walter Ramsey, Will Stratford. Tom Bergeron (Ex officio), Steve Ellis (Ex officio)
 - Library Staff Position Proposal for Mid-FY25
 - Update on Wage & Class Study Progress

Montague Selectboard Meeting
April 22, 2024
Page 2

10. 8:05 **Caitlin Kelly, Library Director**
- Approval of \$5,950 contract between the Montague Public Libraries and Elizabeth Moran for branding services, as approved by the Trustees of the Montague Public Libraries. Source: Library State Aid
 - Review and/or approve Massachusetts Board of Library Commissioners' Application-Construction Grant Round 2023-2024's required Assurances and Certification documents.
11. 8:15 **Assistant Town Administrator's Business**
- Request to authorize Intertek PSI to conduct an updated Phase I Environmental Assessment for the Farren Property for \$2,800.00. Source: Unexpected Engineering.
 - Request to authorize submittal of MVP Action Grant for "Montague Stormwater System Assessment and Action Plan". Local match of up to \$15,000 from ARPA.
12. 8:25 **Town Administrator's Business**
- Review Proposed Integrated HCA Agreement/Amendment with 253 Farmacy
 - Announce Formal Disbandment of Greenfield Montague Transportation Area, benefit of \$146,598 to the General Fund.
 - Consider 3-Year Engineering Services Contract with ADS Environmental Services in the total amount of \$73,093.
 - Consider Task Order with Wright Pierce Engineering for a Wastewater Asset Vulnerability Inventory in the Amount of \$109,995.
 - Invitation to Highland Natural Burial Ground Dedication, April 27 at 10am
 - Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, April 29, 2024 at 6:30PM via ZOOM



Office of the Selectboard

Town of Montague

One Avenue A

Turners Falls, MA 01376

Phone (413) 863-3200 ext. 108

FAX (413) 863-3231

Lew Collins
53 Vladish Avenue
Turners Falls, MA 01376

April 16, 2024

DELIVERED VIA ELECTRONIC MAIL: fieldgoal9@yahoo.com

**Re: Notice of Hearing – Cancellation of Liquor License
Between the Uprights at 2nd Street, Turners Falls, MA**

Dear Mr. Collins:

As shared during our phone conversation on April 12, 2024, the closure of Between the Uprights at 2nd Street requires that the Montague Selectboard hold a public hearing in accordance with Massachusetts General Laws, Chapter 138, Section 77, to determine whether the license to sell all kinds of alcoholic beverages on the premises located at 23 Avenue A, Turners Falls, MA and held by Between the Uprights, LLC, D/B/A Between the Uprights at 2nd Street, should be cancelled as a result of the license holder ceasing to conduct the licensed business.

This hearing will occur online on Monday, April 22, 2024 at 6:34pm via Zoom

<https://us02web.zoom.us/j/84990106815> Meeting ID: 849 9010 6815 Passcode: 344215

You are invited to participate in the hearing and may be represented by counsel at your own expense if you wish. At that hearing you may produce any documentation and/or witnesses which show that the license should not be cancelled and may also submit a request for an extension of six (6) months to allow time for you to arrange for a transfer of the license to another party, subject to Selectboard approval. In the event you lack access or familiarity with Zoom meetings, Town Hall staff will be happy to assist you upon request if received by 5pm on Monday, April 22nd.

In lieu of proceeding with the hearing, you may also surrender the license by providing written notice to my attention at Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376 and/or by electronic mail to: StevenE@montague-ma.gov. Upon receipt of such notice, the hearing will be cancelled, and you will be deemed to have surrendered all rights in said license.

If you have any questions, you may contact me at (413) 863-3200 ext. 110.

Respectfully,

Steven Ellis, MPA
Town Administrator

Cc: Montague Selectboard; Wendy Bogusz, Selectboard Executive Assistant

From: [Lewis Collins](#)
To: [WendyB-Montague Selectboard](#)
Cc: [StevenE - Montague Town Administrator](#)
Subject: Request to Market Liquor License
Date: Tuesday, April 16, 2024 3:25:59 PM

Hi Wendy,

I am sending this email to request, from The Board of Selectmen, the opportunity to market my Between The Uprights Liquor License for the next 6 months. As you know I recently had to shut down and close Between The Uprights for good. I was not able to get a buyer for the business so I am now hoping to have the opportunity to try to recoup some of the devastating loss of closing down my business. Please let me know if there is anything else I may need to do before this request goes in front of the Board of Selectmen.

Sincerely,
Lew Collins-Owner
Between The Uprights

[Yahoo Mail: Search, Organize, Conquer](#)



MAYOR GINA-LOUISE SCIARRA

City of Northampton

Office of the Mayor

210 Main Street Room 12

Northampton, MA 01060-3199

(413) 587-1249 Fax: (413) 587-1275

mayor@northamptonma.gov

Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program, OVW FY 2024 Memorandum of Understanding

WHEREAS, **the City of Northampton**, and the **Northwestern District Attorney's Office** have come together to collaborate and to make an application for the **Improving Criminal Justice Response Grant**; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which the City of Northampton will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Office on Violence Against Women on or before May 2, 2024;

We set forth the following agreement:

I) Description of Partner Agencies

Project Partners: City of Northampton, Northwestern District Attorney's Office, Eastern Hampshire District Court, Greenfield District Court, Northampton District Court, Orange District Court, Franklin County House of Corrections, Hampshire County House of Corrections, Massachusetts State Police Dispatch Control Center in Shelburne, Massachusetts State Police Dispatch Control Center in Northampton, Ashfield Police Department, Athol Police Department, Bernardston Police Department, Buckland Police Department, Charlemont Police Department, Colrain Police Department, Conway Police Department, Deerfield Police Department, Erving Police Department, Gill Police Department, Greenfield Police Department, Greenfield Community College Public Safety, Heath Police Department, Leverett Police Department, Leyden Police Department, Montague Police Department, New Salem Police Department, Northfield Police Department, Orange Police Department, Rowe Police Department, Shelburne Police Department, Shutesbury Police Department, Sunderland Police Department, Warwick Police Department, Wendell Police Department, Whately Police Department, Amherst Police Department, Amherst College Public Safety, Belchertown Police Department, Chesterfield Police Department, Cummington Police Department, Easthampton Police Department, Goshen Police Department, Granby Police Department, Hadley Police Department, Hatfield Police Department, Huntington Police Department, Mt. Holyoke and Smith College Public Safety, Middlefield Police Department, Northampton Police Department, Pelham Police Department, Plainfield Police Department, South Hadley Police Department, Southampton Police Department, University of Massachusetts Campus Police, Ware Police Department, Westhampton Police Department, Williamsburg Police Department, Worthington Police Department, New England Learning Center for Women in Transition (NELCWIT), Safe Passage, YWCA of Western MA, Valley Human Services (VHS) & Proteus at Behavioral Health Network (BHN) Inc., The Salasin Project, Center for Women and Community (CWC), and Department of Transitional Assistance (DTA).

Collaborative Member Organizations' Background and Work Experience

Collaborative members are all longstanding partners with extensive experience working on issues of domestic violence. Members include court partners from four counts in the district, forty-nine municipal and college law enforcement partners, intimate partner abuse education program, two county houses of correction, two dispatch centers and six community victim service programs. All partners have participated on the High-Risk Team (HRT) since its inception fourteen years ago and are highly qualified in their work regarding domestic violence (DV) and sexual assault (SA).

All police departments have been active partners with the Northwestern District Attorney's Office for over twenty years and have received ongoing training by the district attorney's office in domestic violence best practice response. They utilize products created by our coordinated response team, including the "Domestic Violence Law Enforcement Policies and Procedures" manual and the "Police Guide for Charging in Domestic Violence Cases". Dispatchers have also been trained and follow the "Dispatch Checklist for Domestic Violence Incidents" when responding to domestic violence calls. The policy manual, charging booklet and checklist were all created by our Law Enforcement Safety and Accountability Audit Team and approved by the Massachusetts Executive Office of Public Safety and Security.

The community domestic violence victim service providers (NELCWIT, Safe Passage, Center for Women and Community (CWC), The Salasin Project, Valley Human Services of Behavioral Health Network (VHS) and the YWCA of Western Massachusetts) have all been partners for twenty three years and are all well-established agencies with longstanding reputations in the community. They each provide counseling, advocacy and outreach for victims of domestic and sexual violence as their primary mission. Proteus is the Intimate Partner Abuse Education Program in the district and provides victim centered abuse education for DV offenders. They are certified by the MA Department of Public Health and a representative attends High Risk Team meetings.

The court partners from our four district courts have participated on our courts and prosecution safety audit team, domestic violence high risk team and domestic violence court roundtables for over twenty years, illustrating a commitment to work together on behalf of victims and to hold offenders accountable.

The Franklin and Hampshire Houses of Correction utilize domestic violence tools and training from Praxis International in Duluth, MN and from our office. Both have been project partners for fourteen years and actively participate in monitoring high risk offenders and attend high risk team (HRT) meetings.

The Department of Transitional Assistance (DTA) is the newest member of the team. DTA sends their DV Specialist to team meetings with caseloads devoted to intimate partner violence and with many years of experience doing this work.

II) History of Relationship

History of the Collaborative Relationship

The Northwestern District Attorney's Office (NWDA) has a strong history of collaboration with the above mentioned groups. Each partner actively participates in one or more collaborative projects administered and coordinated by the NWDA, including the Domestic Violence High Risk Team, the Domestic Violence Intervention Project (DVIP) and the Task Force on Domestic Violence and Sexual Assault.

All partners collaborate through the DVIP, which began in 1996 and is funded through the Massachusetts Executive Office of Public Safety, Violence Against Women Act (V.A.W.A.) S.T.O.P. Grants Program. This program provides an early intervention crisis response where police and dispatch contact an on-call advocate immediately following a domestic violence arrest. Advocates are employed by our non-profit domestic violence partners, NELCWIT in Franklin County and VHS in Hampshire County. Advocates contact the victim and

provide support and safety planning along with assistance with restraining orders and referrals. The DVIP also collaborates with the Franklin and Hampshire County District Courts. DVIP Advocates leave follow-up messages with the DA's office and local courts to ensure continuity for victims going to court the following morning. DVIP Partnership Meetings include training on domestic and sexual violence for underserved populations and partners discuss best practices to hold offenders accountable and protect victims. Forty-four percent of referrals to the high risk team come from DVIP Community Advocates.

The Northwestern District Attorney's Office facilitates a monthly meeting of the Northwestern District Attorney's Task Force on Domestic and Sexual Violence which began in 1991. Many of the above named partners attend these meetings and participate on task force initiatives such as the White Ribbon Campaign and DV Judges Panels.

These same groups have also participated on the Law Enforcement, the Courts and Prosecution and the Probation and Batterer's Intervention Domestic Violence Safety and Accountability Audit teams, (now called "Community Assessments"). The law enforcement audit was convened in January 2003, the court and prosecution audit in January 2005 and the probation and batterer's intervention audit in 2009 with funding from the Grants to Encourage Arrest Program. Each team was charged with reviewing our system response to domestic violence and identifying ways to strengthen victim safety and offender accountability. Domestic violence court roundtables were utilized as a vehicle to implement audit recommendations which included participation from the above named partners.

Finally, all partners participate on the Domestic Violence High Risk Team either directly as members of the team, through the Advisory Board or through on-going communication with the High Risk Team Coordinator. High Risk Teams meet monthly in alternating counties.

Changes in the Collaboration

Department of Transitional Assistance staff are the newest members to the team. It has been extremely beneficial to have the DV specialist present at each meeting, particularly when cases involve economic abuse and/or the need for public assistance.

Critical and Long- Range Goals of the Collaborative

Critical and long range goals of the collaborative include expanding HRT members training and sensitivity to barriers for underserved communities, reviewing and implementing supplemental risk assessments for underserved communities, increase training for law enforcement in the areas of stalking, strangulation and animal cruelty by distributing post video training packets on those subjects, provide training to shelters on domestic violence, provide supplemental risk assessment tools for shelters to identify high risk factors in underserved communities, provide a training on domestic violence to paramedics, emergency medical technicians and emergency medical staff, partnering with the four hospitals in the district to add post strangulation instructions and a strangulation packet to their discharge papers for patients that have been strangled and provide a training/conference on near fatal strangulation to law enforcement and community.

III) Development of Application

Project partners and HRT Advisory Board members have significantly aided in the development of this application and provided input on project goals and objectives. Specifically, advisory board members, including community victim service partners, met to discuss development of the application. Through joint trainings and ongoing meeting discussions, the team has identified the ways in which the project can expand its scope of service to ensure its success in increasing victim safety and offender accountability.

IV) Roles and Responsibilities to Ensure Success of the Project

NOW, THEREFORE, it is hereby agreed by and between the partners as

follows: *City of Northampton agrees to:*

- Submit Department of Justice grant proposal to the Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program
- Support the continuation of district-wide coordinated high risk teams
- Assist in grant financial and progress reporting requirements

The Northwestern District Attorney's Office is the lead agency responsible for implementing the project and will provide:

- A High Risk Team Coordinator (HRTC) to lead a team in each county; accept referrals of potential high risk offenders (HROs) to be presented to the team; communicate regularly with law enforcement and advocacy partners to contain HROs and protect victims; participate in training for the district police, prosecutors, and hospital staff; and work with Advisory Board to increase sensitivity to barriers for marginalized survivors and adopt supplemental risk assessment tools reflective of the community
- A Domestic Violence Victim/Witness Advocate designated as liaison to the high risk team who will attend meetings and provide follow-up support for victims of near fatal strangulation
- Information to team members of any available training as designated in the grant
- Staff to complete all grant reporting requirements
- Data and project statistics to be used to inform project goals
- Training to paramedics, emergency medical technicians, emergency medical staff and shelter staff on domestic violence
- Follow up training to law enforcement on near fatal strangulation investigation, stalking and animal cruelty
- Ongoing participation on the MA Governor's Task Force on Domestic and Sexual Violence to assist in the development of statewide standards and guidelines for high risk teams

Police Departments and Dispatchers will collaborate in the following manner:

- Police chiefs will support the ongoing participation of designated domestic violence officers from their departments on the high risk team
- Designated officers will attend high risk team meetings when the identified offender to be discussed is from their town and communicate any offender updates to the HRTC
- Designated officers will assist the High Risk Team Coordinator and Victim/Witness Advocate in follow up training for police on near fatal strangulation investigation, stalking and animal cruelty

Non-profit DV programs, NELCWIT, Safe Passage, The YWCA of Western Massachusetts, Center for Women and Community (CWC), Valley Human Services at Behavioral Health Network (BHN Inc.), and The Salasin Project will collaborate in the following manner:

- Make referrals to the High Risk Team Coordinator and attend the high risk team meetings
- Participate on the High Risk Team Advisory Board to advise law enforcement high risk team regarding victim safety and create plan for expanding the team's ability to serve marginalized communities
- Assist High Risk Team Coordinator to provide on-going training of non-profit intervention staff in high risk assessment, near-fatal strangulation, stalking and animal cruelty
- Provide increased safety planning for victims of identified high risk offenders in consultation with Domestic Violence Victim/Witness Advocate

Intimate Partner Abuse Education Program (IPAEP), Proteus, will collaborate in the following manner:

- Make referrals to the High Risk Team Coordinator and participate on the high risk team and attend meetings
- Assist the High Risk Team Coordinator in on-going training of IPAEP staff in high risk assessment and referral

- Participate on the High Risk Team Advisory Board to advise law enforcement high risk team regarding victim safety and offender accountability and to create plan for expanding the team's ability to serve marginalized communities

East Hampshire, Greenfield, Northampton and Orange District Courts will collaborate in the following manner:

- Coordinate with high risk team and communicate with HRTC to prioritize accountability of high risk offenders
- Assist the High Risk Team Coordinator in ongoing training of district court staff in DV risk assessment

The Department of Transitional Assistance (DTA) will collaborate in the following manner:

- Assign DV staff to attend the high risk team meetings
- Participate on the High Risk Team Advisory Board to advise law enforcement high risk team regarding victim safety and create plan for expanding the team's ability to serve marginalized communities
- Provide increased safety planning for victims and families of identified high risk offenders in consultation with Domestic Violence Victim/Witness Advocate and High Risk Team Coordinator

Franklin and Hampshire County Houses of Correction will collaborate in the following manner:

- Support efforts to identify high risk offenders and make referrals to the high risk team
- Designate staff to attend high risk team meetings
- Inform offenders they have been identified as high risk and communicate team recommendations to the offenders
- Communicate with high risk coordinator when high risk offender is scheduled for parole and/or when there are relevant incidents while in jail

All of the above named parties will work together to achieve project goals and will assist project staff in program evaluation and meeting grant report requirements. Through ongoing collaboration, all parties will remain committed to sustaining the project, should funds no longer be available.

V) Timeline

The roles and responsibilities described above are contingent on the City of Northampton receiving funds requested for the project described in the OVW grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be 10/01/2024 through 09/30/2027.

VI) Commitment to Partnership

- 1) The collaboration service area includes Franklin and Hampshire Counties and the Town of Athol, in the state of Massachusetts.
- 2) The partners agree to collaborate and provide a coordinated team response to identify and contain offenders likely to kill their intimate partner, and to protect victims of domestic violence and sexual assault, pursuant to the program narrative of the grant application attached to this agreement.
- 3) Compensation for the contributions of victim community service providers and Intimate Partner Abuse Education service partners will be provided as outlined in the attached OVW budget detail worksheet. Police departments agree to no compensation to attend meetings.
- 4) We, the undersigned, have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

Project Partners: City of Northampton, Northwestern District Attorney's Office, Eastern Hampshire District Court, Greenfield District Court, Northampton District Court, Orange District Court, Franklin County House of Corrections, Hampshire County House of Corrections, Massachusetts State Police Dispatch Control Center in Shelburne, Massachusetts State Police Dispatch Control Center in Northampton, Ashfield Police Department, Athol Police Department, Bernardston Police Department, Buckland Police Department, Charlemont Police Department, Colrain Police Department, Conway Police Department, Deerfield Police Department, Erving Police Department, Gill Police Department, Greenfield Police Department, Greenfield Community College Public Safety, Heath Police Department, Leverett Police Department, Leyden Police Department, Montague Police Department, New Salem Police Department, Northfield Police Department, Orange Police Department, Rowe Police Department, Shelburne Police Department, Shutesbury Police Department, Sunderland Police Department, Warwick Police Department, Wendell Police Department, Whately Police Department, Amherst Police Department, Amherst College Public Safety, Belchertown Police Department, Chesterfield Police Department, Cummington Police Department, Easthampton Police Department, Goshen Police Department, Granby Police Department, Hadley Police Department, Hatfield Police Department, Huntington Police Department, Mt. Holyoke and Smith College Public Safety, Middlefield Police Department, Northampton Police Department, Pelham Police Department, Plainfield Police Department, South Hadley Police Department, Southampton Police Department, University of Massachusetts Campus Police, Ware Police Department, Westhampton Police Department, Williamsburg Police Department, Worthington Police Department, New England Learning Center for Women in Transition (NELCWIT), Safe Passage, YWCA of Western MA, Valley Human Services (VHS) & Proteus at Behavioral Health Network (BHN) Inc., The Salasin Project, Center for Women and Community (CWC), and Department of Transitional Assistance (DTA).

1) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By _____
Montague Police Department Chief, Christopher Williams
Date _____

cc: Agencies and Interested Parties

NOTICE OF AWARD

To: **CLAYTON D. DAVENPORT TRUCKING, INC.**

From: **Town of Montague, MA Selectboard**

Date: **April 22, 2024**

Subject: **Award of Contract: Hillcrest Neighborhood Park Construction Project**

Project Description: The Town of Montague, the Awarding Authority, invited sealed bids for Hillcrest Neighborhood Park Construction Project in the Village of Turners Falls, Montague, Massachusetts, in accordance with the documents prepared by Berkshire Design Group, Inc. dated March 13, 2024.

The Town of Montague has considered the BID submitted by you for the above-described work in response to its Invitation to Bid dated March 13, 2024, and Instructions to Bidders, as amended.

You are hereby notified that your base BID has been accepted for all labor and materials in the amount of **TWO HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED FIFTY-EIGHT and 00/100 Dollars (\$267,658.00)**

You are required by the Invitation to Bidders to supply the Town of Montague (owner) and the Franklin County Regional Housing & Redevelopment Authority (HRA), grant administrator, the following information ***PRIOR*** to submission of the signed Agreement:

1. General Contractor submission requirements

- Federal ID. # (Form W-9), copies of licenses and certifications, if applicable
- A 50% Payment Bond to the **Town of Montague**
- Certificates of Insurance as required by paragraph 29 of the General Conditions of the Owner/Contractor Agreement in the name of the **Town of Montague**.
- Form of General Contractor's Equal Employment Certification (State)
- Certification of Bidder Regarding EEO (Federal)
- Certification of Bidder Regarding Section 3 & Segregated Facilities (Federal)
- HUD Labor Standards: Certification Concerning Labor Standards and Prevailing Wage Requirements (Federal)
- Assurance of Compliance with Section 3 (Federal)
- Section 3 Plan (Federal)
- Executive Order 481– Contractor Certification
- Financial Disclosure Form
- Drug-Free Workplace – Contractor Certification
- A list of potential subcontractors that are to be contracted on this project
 - Subcontractors must attend Preconstruction Conference, unless exempted by the town
- HUD Labor Standards: Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements must be submitted prior to the issuance of the Notice to Proceed
- Contracts between General Contractor and their Sub Contractors are required to be submitted for review within Two (2) weeks of the Notice to Proceed

The numbers of the applicable wage decisions, which were part of the bid documents and will be contained in the contract are: 20240301-018 Issued 03/01/2024 (State) and General Decision No. MA20240003 Dated: 03/22/2024 (Federal).

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Franklin County Regional Housing & Redevelopment Authority (HRA), Attn: Brian McHugh, 241 Millers Falls Road, Turners Falls, MA 01376

Dated this 22ND day of April, 2024

TOWN OF MONTAGUE

Selectboard, Chair

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this the _____ day of _____ 2024

Signed: _____

Title: _____

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

THIS AGREEMENT is made this 22nd day of April, 2024, by and between the Town of Montague, hereinafter called the OWNER and GZA GeoEnvironmental, Inc., with an address of **1350 Main St., Suite 1400, Springfield, MA 01103** (herein called the "CONSULTANT"):

The OWNER’S Designated Representative under this contract is:

Name Jon Dobosz, CPRP Position/Title Director of Parks & Recreation

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

Telephone (413) 863-3216 Fax (413) 863-3229

Email recdir@montague-ma.gov

The CONSULTANT’S Designated Representative under this contract is:

Name Daniel Shaw, PLA Position/Title: Landscape Architect/Project Manager

Address 1350 Main St., Suite 1400, Springfield, MA 01103

Telephone (413) 726-2129

Email daniel.shaw@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 CENTER PARK IMPROVEMENT PROJECT DESIGN 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

The Scope of Services shall be as described in GZA's proposal for professional services dated February 28, 2024, noted below;

- **Review Existing Conditions** – the CONTRACTOR will conduct an on-site project kickoff meeting with representatives from the OWNER, to discuss project goals and project Site existing conditions. During the Site visit, we will observe existing conditions as they relate to access and circulation, relationship to adjacent properties, vegetation, topography, drainage, soils, presence of potential wetlands, utilities, and existing site features. The CONTRACTOR will assume the meeting will be attended by representatives from the Town who can identify utilities within the vicinity of the Site.

The CONTRACTOR understands the OWNER will provide an existing conditions plan (survey), for use as a base in development of the Project design drawings. The CONTRACTOR will review existing boundary and topographic survey (provided by the OWNER) and notify the OWNER of potential data gaps or other existing conditions information which may appear to be missing or otherwise required for design but not shown on the survey. The CONTRACTOR will notify the OWNER of such data gaps, if noted, and coordinate with the OWNER to resolve such concerns, as appropriate and necessary to advance the project design. Meetings: One (1) on-site meeting

- **Schematic Design Alternatives** – The CONTRACTOR will develop up to two conceptual-level plan alternatives of proposed conditions for the Site and accompanying Conceptual Level Opinion of Potential Project Costs. The CONTRACTOR will review the two alternatives with the OWNER at one virtual design review meeting. The CONTRACTOR will also present the two concept plans at one public meeting (organized by the OWNER, assumed to be held at the OWNER'S offices), to obtain feedback on the design alternatives. Following the public meeting, the CONTRACTOR will discuss public input and review the design alternatives with the OWNER, to select a preferred alternative. Meetings: Two (2) virtual design review meetings with the OWNER, one (1) in-person public meeting to present the design and obtain public input. Deliverables: Two (2) Schematic Design Alternative site plans, and two (2) accompanying conceptual-level opinions of potential project costs.
- **30% Design Development** – The CONTRACTOR will prepare 30% Design Development level drawings based on the preferred alternative selected in Task 2, and an accompanying Preliminary Opinion of Potential Project Costs. At this stage, the CONTRACTOR will begin to coordinate with the OWNER's preferred playground vendors for the selection of site furnishings and playground equipment. The CONTRACTOR will coordinate with OWNER and their preferred vendors to select accessible components that meet the desired park program and project budget. If the OWNER does not have a preferred vendor, the CONTRACTOR can recommend products and vendors, as appropriate. The CONTRACTOR will present the 30% Design Development plan for Montague Center Park at one public meeting (organized by the OWNER), to obtain feedback on the design. Following the meetings, we will review the 30% design and public meeting input with the OWNER to obtain feedback. Meetings: One (1) in-person public meeting to present the

design and obtain public input, one virtual (1) design review meeting with the OWNER to discuss the designs and receive feedback. Deliverables: 30% Design Development drawings, Preliminary Opinion of Potential Project Costs.

- **90% Design Development** – The CONTRACTOR will advance the design to 90% Design Development level, based on input received from the public meeting and from the OWNER during Task 3, and will update the Preliminary Opinion of Potential Project Costs. The CONTRACTOR anticipates the 90% Design Development drawings will include the following sheets: Cover Sheet, Existing Conditions Survey (provided by the OWNER) Site Preparation and Demolition Plan, Sedimentation and Erosion Control Plan, Layout Plan, Grading, Drainage and Utility Plan, Landscape Plan, and Site Details. The CONTRACTOR will attend one virtual review meeting with the OWNER to obtain feedback. Meetings: One (1) virtual design review meeting with the OWNER to discuss the designs and receive feedback. Deliverables: 90% Design Development drawings, updated Opinion of Potential Project Costs.
- **Construction Documents** – The CONTRACTOR will incorporate OWNER comments on the 90% design development submission into bid-ready, 100% construction drawings. The CONTRACTOR will prepare construction documents including technical specifications (Division 1, 2, and 3) and update the Estimate of Probable Construction Costs. The Construction Documents will be intended to constitute a full “bid set” for use in a public bidding process conducted by the OWNER’s Office of Procurement. The CONTRACTOR assumes the “front end” of the specifications, including but not limited to the construction contract and general supplemental conditions, will be prepared by the OWNER. Deliverables: Construction Drawings and Technical Specifications in electronic format for the OWNER’s use in bidding construction of the project. Meetings: One (1) virtual meeting to review the Construction Documents.

4.1.1 For services performed under this AGREEMENT, the OWNER agrees to pay the CONSULTANT fee of \$45,000 for the scope of services described in Consultant’s proposal dated 2/28/24 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.

GZA will not be responsible for the acts or omissions of engineers, 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.

- 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 Notwithstanding anything herein to the contrary, and without waiving and claim for actual damages, 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.

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.

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 GZA GeoEnvironmental, Inc., to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Date April 17, 2024

Nathaniel Russell, P.E.
Typed or Printed Name of Person Signing



Authorized Official's Signature

GZA GeoEnvironmental, Inc.
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 April 17, 2024

Nathaniel Russell, P.E.
Typed or Printed Name of Person Signing



Authorized Official’s Signature

GZA GeoEnvironmental, Inc.
Company or Corporation



Proactive by Design

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT



CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of
GZA GeoEnvironmental, Inc. held on April 8, 2024,

it was unanimously voted to authorize Nathaniel Russell

its Associate Principal 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: 4/17/24 _____

GZA GeoEnvironmental, Inc.

Corporate Name


Susan Domko, Assistant Secretary

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 GEOENVIRONMENTAL, INC. by:



Associate Principal

April 17, 2024

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 _____



MONTAGUE PARKS & RECREATION DEPARTMENT

56 First Street, Unity Park Fieldhouse

Turners Falls, MA 01376

Phone: (413) 863-3216/Fax: (413) 863-3229

www.montagueparksrec.com

Jonathan J. Dobosz, CPRP, CPO
Director of Parks & Recreation
recdir@montague-ma.gov

Jennifer L. Peterson
Clerk/Bookkeeper
recclerk@montague-ma.gov

Montague Parks & Recreation Department

Public Meeting

Tuesday, April 30, 2024

6:30pm

Montague Center Volunteer Fire Dept.

28 Old Sunderland Rd.,

Montague, MA 01351

In accordance with the provisions of Chapter 138, General Laws, as amended, the inhabitants of the Town of Montague are hereby notified that The Montague Parks & Recreation Department will be sponsoring a meeting regarding the design of Montague Center Park on Tuesday, April 30, 2024, at 6:30pm. The meeting will be held in the Community Room at the Montague Center Volunteer Fire Department, located at 28 Old Sunderland Rd., Montague Center, MA 01351. Public participation is welcomed. For additional information, please call Montague Parks & Recreation at (413) 863-3216.

RPM Fest Info Sheet

Biography

- “A three-day music festival in the woods with rock, punk, metal, and an undying sense of community [...] This really is a community effort and entirely done by everyone involved to make this happen year after year. It truly is a beautiful sight to behold when everything takes shape.”
— Chris Small, Ghost Cult Magazine, October 10th, 2019
- “The normally tranquil woods of Montague just got a taste of [...] RPM Fest, a weekend of camping, games, food vendors, craft beer, and – above all – fast, heavy music. For fans who attended the festival, their love of the intense, adrenaline injection that is metal is a unifier.”
— David McLellan, Greenfield Recorder, September 2nd, 2019
- “That was the most life-changing event I’ve ever had the absolute pleasure of being a part of.”
- “This has been one of the BEST Festivals I have been to in a long time! I am honored to be a part of this crazy, musical family!”

RPM Fest is a three-day, outdoor heavy music festival in Western Massachusetts. Our goal is to put on a high-quality-yet-affordable festival to showcase our favorite local and regional heavy music acts. RPM Fest is run entirely by volunteer fans and musicians, and every cent we bring in goes towards putting on the festival.

PDP Productions began producing rock concerts and fests throughout Western Mass in the early 2000’s before pivoting to focus on providing live sound and lighting for community events, including the Great Falls Festival, the Greenfield Fireworks, and the Franklin County Fair. Owner Brian Westbrook continued to play drums in rock and metal bands, eventually joining thrash stalwarts Lich King in 2009 and becoming a mainstay in the regional metal scene.

Between 2008 and 2011, many venues and festivals in Western Mass folded, leaving a void for local heavy music. In 2011, John Gulow established Promotorhead Entertainment, and with Robo Sound at the audio helm, they quickly grew into a driving force and brought the scene back to life with regular concerts at the 13th Floor Music Lounge in Florence, MA.

In 2014, PDP Productions and Promotorhead Entertainment joined forces, starting out simply to fill the hole that was left after losing a beloved local music event. Through this partnership, the concept for RPM Fest was born.

Overview

- Annual three-day heavy music festival in Western Massachusetts on Labor Day weekend
- 2024 event is August 30th-Sept 1st at Millers Falls Rod and Gun Club in Montague, MA
- Three stages with 40+ rock, punk, and metal bands, primarily New England-based
- Free outdoor tent camping all weekend
- Vendor area with food trucks, arts and crafts, merchandise

- Pavilion with band and RPM Fest merchandise
- Craft brews from local breweries served by the club
- Extramusical entertainment including wrestling, trivia, burlesque and drag show, karaoke, yard and tabletop games, video games, tournaments and contests
- Independent, volunteer-driven, and supported through partnerships with local businesses

Past Bands

- Weedeater (Wilmington, NC), A Wilhelm Scream (New Bedford, MA), Psychostick (Chicago, IL), Byzantine (Charleston, WV), Inter Arma (Richmond, VA), Black Tusk (Savannah, GA), King Parrot (Perth, AUS), Moon Tooth (Long Island, NY), Tombs (Brooklyn, NY), Incite (Phoenix, AZ), Acid Witch (Detroit, MI), Lazer/Wulf (Atlanta, GA), Lich King (Greenfield, MA), Scissorfight (Portsmouth, NH)

Organizers

- RPM Fest LLC is:
 - Brian Westbrook
 - Owner of PDP Productions - sound, lighting, event planning, and DJ services in Western Mass since 2007
 - Clients include Greenfield Fireworks, Franklin County Pumpkinfest, Franklin County Fair, Franklin County Pride, Green River Festival Pre-Fest, Riverside Blues and BBQ, Lefty's Fest, Town of Conway 250th Celebration, Sundays in the Park, GBA Summerfest, Greenfield High School, Deerfield Academy, Four Rivers Charter School
 - Former co-owner of Sonic Titan Studios Recording Studio in Shelburne Falls
 - John Gulow
 - Owner of Promotorhead Entertainment - concert booking and promotion in Western Mass since 2012
 - Former venue manager and talent buyer at 13th Floor Music Lounge (JJ's Tavern) in Florence, MA
 - Owner of Slime N' Grime Art and Oddities

Local Partners

- Four Phantoms Brewing (Greenfield), Wick and Ronin (Northfield), Cherry Rail Farm (Brattleboro), Pro Wrestling Grind (Easthampton), Prodigy Minigolf (Easthampton), Ryan and Casey Liquors (Greenfield), Cannabis Connection (Westfield), NiteOwl Tattoo (Northampton), Westy Acres Disc Golf (Greenfield), Maple and Main Realty (Northampton)

Safety and Security

- RPM Fest LLC is insured through Akey Insurance
- Skell Entertainment will be providing security crew
- 30 staff and 75 volunteers on site managing the event

- Emergency Action Plan in place and posted on site
- First Aid tent staffed and supplied by volunteer licensed RNs and EMTs
- Millers Falls Rod and Gun Club has entertainment and liquor licenses
- Portapotties and showers on site

Local Contractors:

- Audio/Lighting: Klondike Sound, PDP Productions, Robo Sound
- Portapotties: Carson's Cans
- Tents: Redeker Rentals
- Trash/Recycling: Franklin County Solid Waste Management
- Generators: West County Rentals
- Golf Carts: CCE Golf Cars
- Ice: Summit Ice
- Parking: Chip Dodge
- Wrestling: Pro Grind Wrestling

Attendance

- 2024: (projected): 650-700 Ticket Sales, 1200 persons on site
- 2023: 559 Ticket Sales (450 advance / 109 gates), 1077 persons on site
- 2022: 533 Ticket Sales (403 advance / 130 gate), 1062 persons on site
- 2019: 435 Ticket Sales (325 advance / 110 gate), 850 persons on site
- 2018: 308 Ticket Sales (203 advance / 105 gate), 218 Band Members, 44 Volunteers, 54 Sponsors/Vendors, 14 Staff
- 2016: 187 Ticket Sales, 155 Band Members, 35 Volunteers, 31 Sponsors/Vendors, 10 Staff
- 2015: 142 Attendees, 148 Band Members, 30 Volunteers, 15 Sponsors/Vendors, 6 Staff
- 2014: 100 Attendees, 130 Band Members

Projected 2024 Schedule

- Mon-Wed: Sound, lighting, tent, stage setup
- Thurs: Volunteers, Vendors, Staff on site
- Friday: Gates open 12 PM, Music 3 to 10 PM, activities 10 PM-12AM
- Saturday: Gates open 9 AM, Music 12 to 10 PM, activities 10 PM-12AM
- Sunday: Gates open 9 AM, Music 12 to 8 PM, activities 8 PM-10 PM
- Monday: Attendees clear by 11 AM, site clear by 8 PM

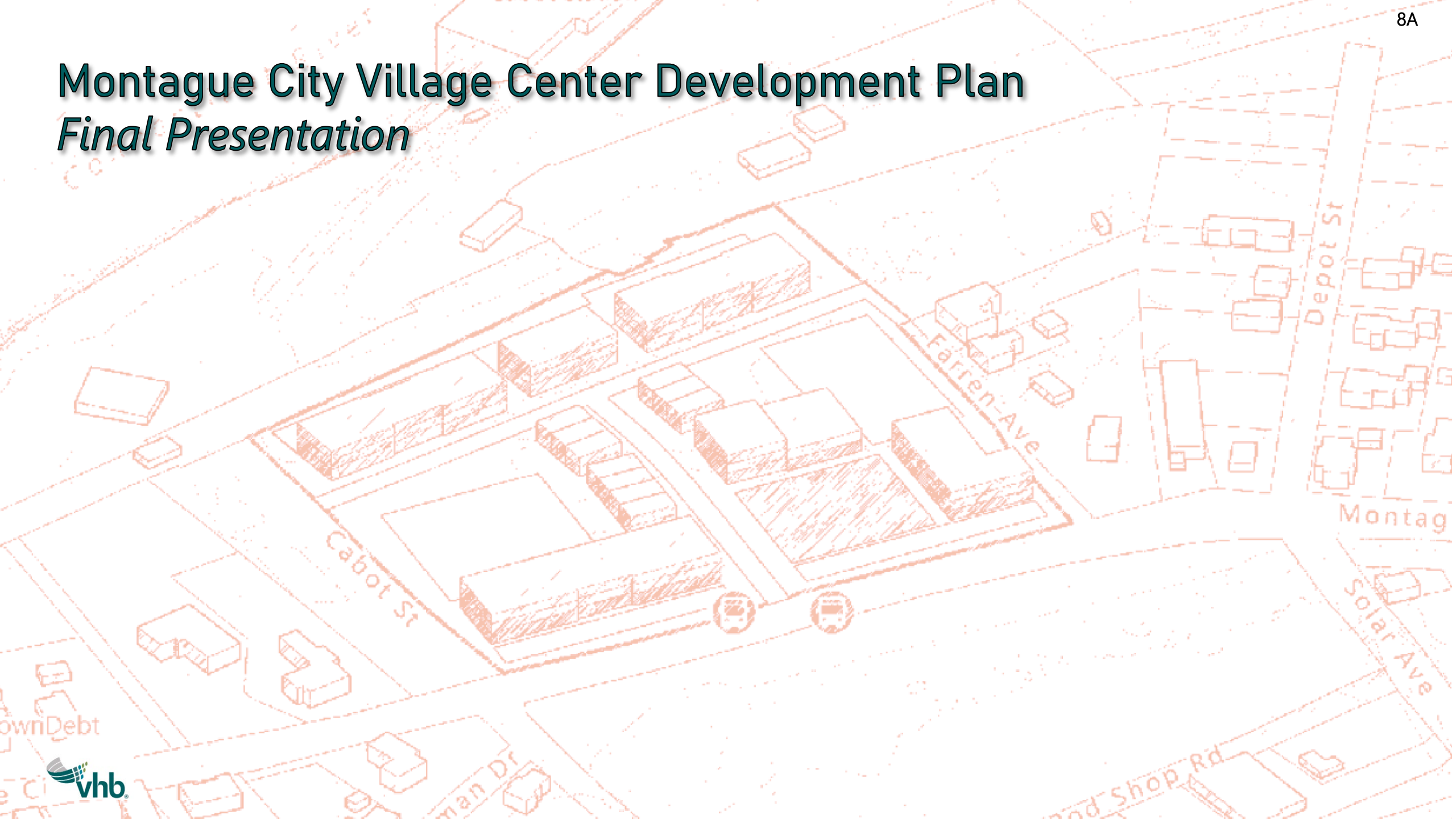
Links

- Website: <http://rpmfest.org>
- Sponsors: <http://rpmfest.org/sponsors>
- Vendors: <http://rpmfest.org/vendors>
- Performers: <http://rpmfest.org/performers>
- Volunteers: <http://timecounts.app/rpmfest>

- Facebook: <http://facebook.com/rpmfest>
- Instagram: <http://instagram.com/rpm.fest>
- YouTube: <http://youtube.com/rpmfest>
- Spotify: <http://spotify.rpmfest.org>
- Band Booking: <http://booking.rpmfest.org>

Montague City Village Center Development Plan

Final Presentation



ownDebt



man Dr

Shop Rd

Montag

Solar Ave

Depot St

Farren Ave

Cabot St

AGENDA

1. Introduction
2. Planning Context
3. Market Assessment
4. Village Center Plan
5. Development Strategy

Bricks Recovered from the Farren Care Center Site, 2023



1. INTRODUCTION

Project Background

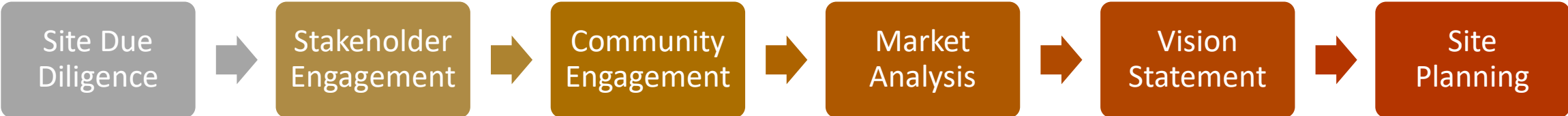
- In 2023, the Town of Montague began the process of acquiring the 8-acre site formerly occupied by the Farren Care Center.
- This opened up an opportunity to establish a new village center for the surrounding village of Montague City.
- The Town of Montague and the Massachusetts Housing Partnership (MHP) engaged VHB to prepare a Village Center Plan.

Farren Care Center Site, 2023



1. INTRODUCTION

Our Process



2. PLANNING CONTEXT

KEY DOCUMENTS

1. 2022 Town of Montague Zoning Bylaws
2. 2023 Visioning Phase Report for the Canal District Master Plan
3. 2022 Montague EDIC Economic Development Plan
4. 2020 Turners Falls Livability Plan Community Review
5. 2018-2023 Montague Community Development Strategy
6. 2017 Open Space and Recreation Plan
7. 2015 Town of Montague Housing Plan

1

ZONING BYLAWS
Town of Montague

Available online at <http://www.montague-ma.gov>
Effective: May 7, 2022

2

VISIONING PHASE REPORT FOR THE CANAL DISTRICT MASTER PLAN
TURNERS FALLS, MA
MARCH 14, 2023

Prepared For:
MassDevelopment
1300 Main Street,
Springfield, MA 01103

Montague Planning and Conservation Department
1 Avenue A,
Turners Falls, MA 01376

3

Montague Economic Development and Industrial Corporation
Economic Development Plan
DRAFT- Nov 2021

Montague EDIC: 2022 Economic Development Plan DRAFT

4

2020 Turners Falls Livability Plan Community Review
Where Do We Grow From Here?

Presented by the Planning and Conservation Department
Walker Ramsey, AICP, Town Planner & Conservation Agent
Suzanne LaMorte, Cultural Coordinator and Jack Cardan, Planning Intern
February 1, 2020

5

2018-2023 MONTAGUE COMMUNITY DEVELOPMENT STRATEGY
Prepared by the Montague Planning and Conservation Department

The Town of Montague's 2018 Community Development Strategy (CDS) summarizes the Town's efforts to engage in community-based planning and priority setting and to outline a plan of action intended to accomplish specific community development goals.

Montague's CDS incorporates goals and work plans from relevant plans and documents including: Montague Comprehensive Plan (1999); Open Space and Recreation Plan (2017); Economic Development Plan (2014); Montague Housing Plan (2015); ADA Transition Plan (1999); Multi-Hazard Mitigation Plan (2012); Downtown Turners Falls Livability Plan (2017); Canal District Vision Plan (2016); Turnpike Road Industrial Park Master Plan (2012); Franklin County Regional Plan for Sustainable Development (2013); Montague Energy Reliability Plan (2010); Millers Falls Shm and Blight Designation Study (2017); Turners Falls Canal District Shm and Blight Designation Study (2017).

This CDS was prepared by the Montague Planning and Conservation Department. All goals were selected previously as a result of the extensive public outreach and participation from the above mentioned plans. The Comprehensive Plan goals were narrowed down, placed in order of importance and reviewed by the Montague Planning Board. The projects were selected after discussions with relevant town staff. Finally, the document incorporates public input from a Community Development Strategy Public Meeting held on November 28, 2017.

GOALS AND OBJECTIVES

ECONOMIC DEVELOPMENT

GOAL #1: Revitalize the Canal District in Turners Falls.

- Foster public/private cooperation and commitment to revitalizing Canal District
- Work toward the revitalization, re-use, and redevelopment of target sites in Canal District

GOAL #2: Support industrial and commercial growth.

- Create incentives for revitalization and re-investment
- Increase supply of shovel-ready industrial land
- Encourage co-working, shared office spaces and business incubation

GOAL #3: Support revitalization of Turners Falls and Millers Falls village centers

- Foster public/private cooperation and commitment to revitalizing key historic properties such as Blue House and St. Anne's Church
- Continue to employ arts and culture as an economic engine for revitalization
- Develop marketing strategies for the Town as a regional destination

HOUSING

GOAL #1: Expand Montague's diverse housing stock.

- Support a mix of housing types at a range of price points
- Maintain at least 40% of housing inventory as affordable
- Identify and assess funding opportunities for housing rehabilitation and redevelopment
- Evaluate land use regulations for impediments to maintaining a diverse housing stock

6

TOWN OF MONTAGUE
2017 OPEN SPACE AND RECREATION PLAN

Prepared by the
MONTAGUE PLANNING AND CONSERVATION DEPARTMENT AND
MONTAGUE CONSERVATION COMMISSION
with assistance from the
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

This project was funded by a Direct Local Technical Assistance Grant provided by the Massachusetts Department of Housing and Community Development and a Community Compact Grant provided by the Massachusetts Division of Local Services

7

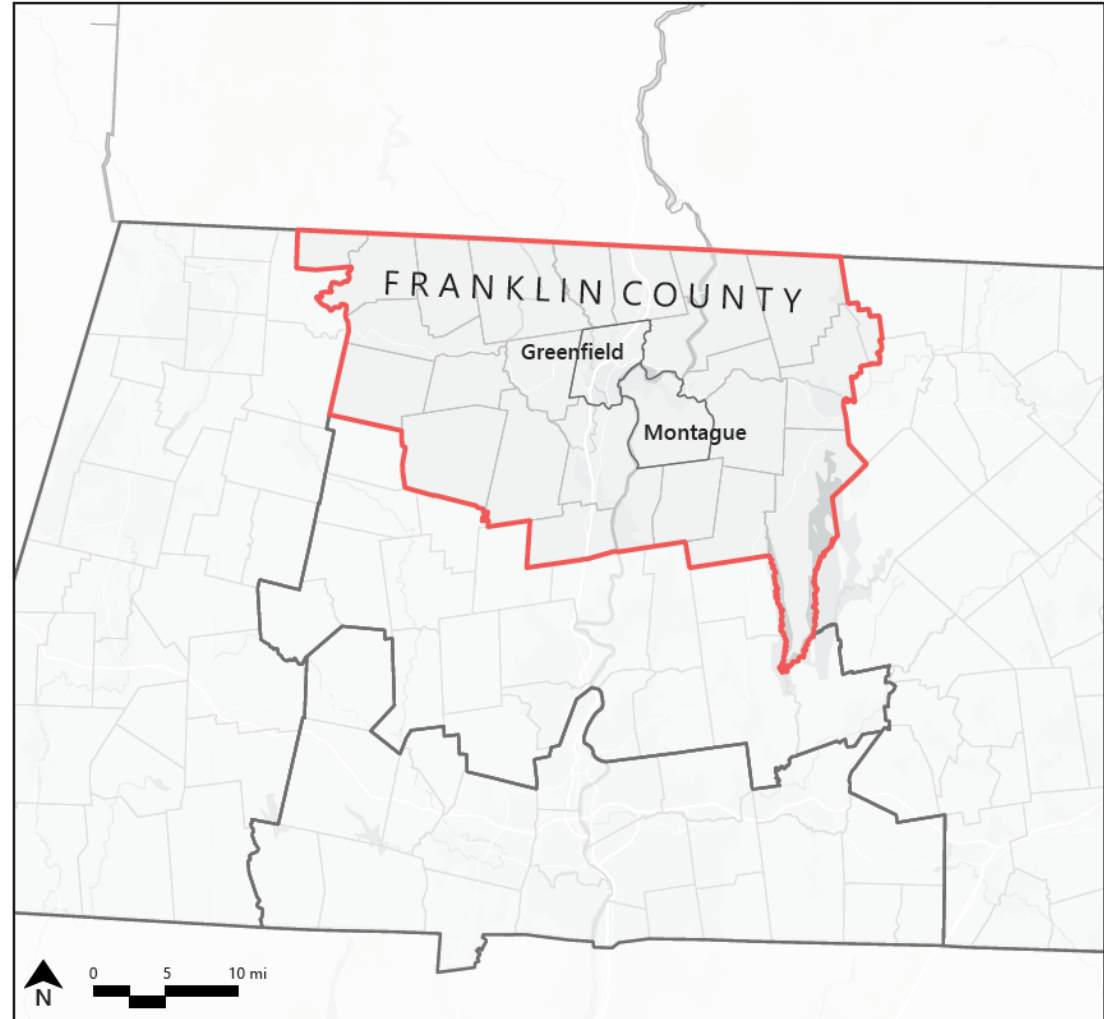
TOWN OF MONTAGUE
HOUSING PLAN
2015

2. PLANNING CONTEXT

Franklin County

- Franklin County has the lowest population density of all Massachusetts counties.
- The population of Franklin County is only 1% of the state's population.
- Franklin County residents tend to be older than people from other counties, with a median age of 47.5.
- Franklin County has the lowest average annual wages in the state, and more than 15% of the population lives in poverty.

Franklin County, Massachusetts



Source: MassGIS

2. PLANNING CONTEXT

Franklin County

- Franklin County Regional Council of Governments identified the following goals for the county:
 - Welcome and encourage younger and ethnically diverse people to live and work in the region
 - Consider the needs of the workforce, including housing and overall health
 - Address rural investment inequity

2020-2025 CEDS

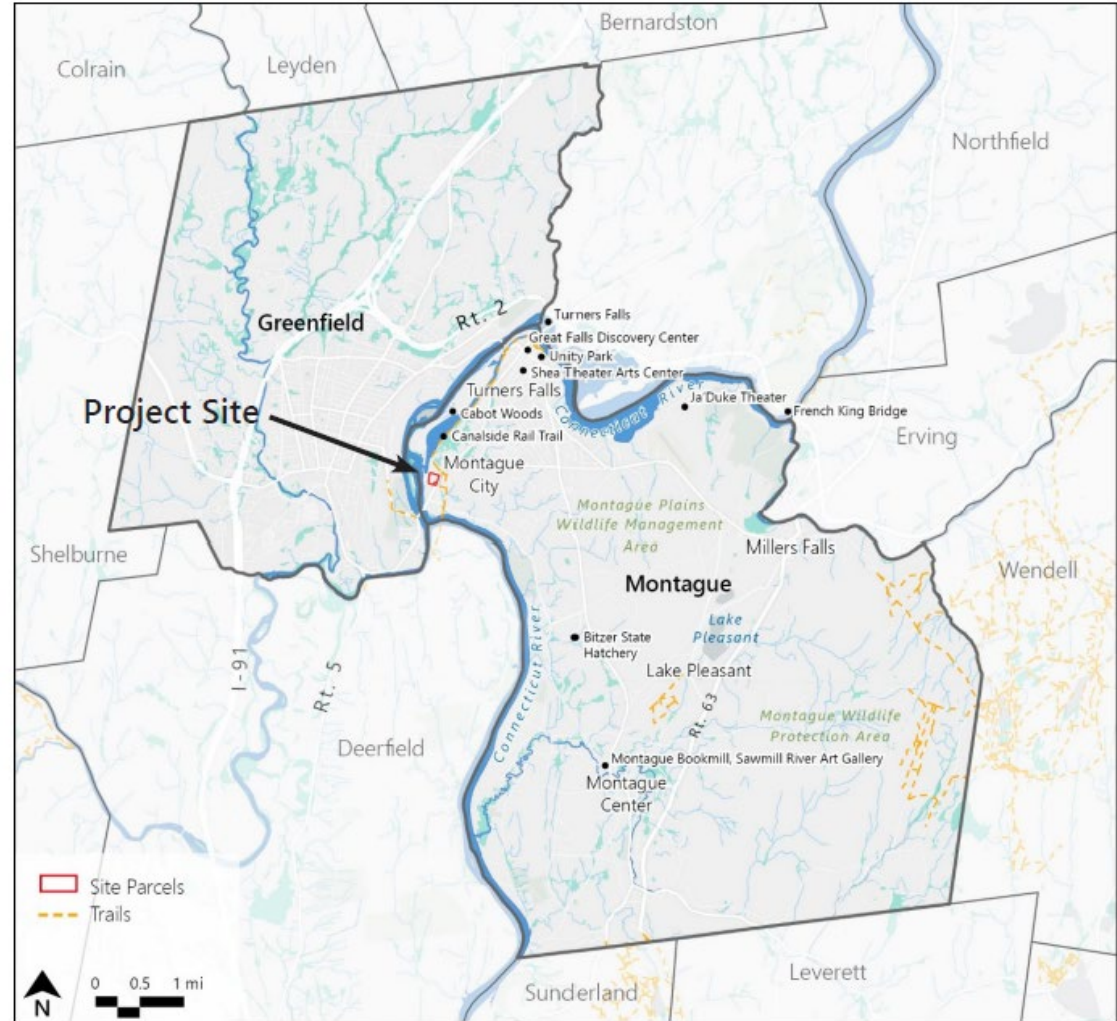


2. PLANNING CONTEXT

Montague/Greenfield

- Greenfield is the urban center of Franklin County with 17,674 people.
- Montague has a population of 8,527.

Primary Study Area: Montague and Greenfield



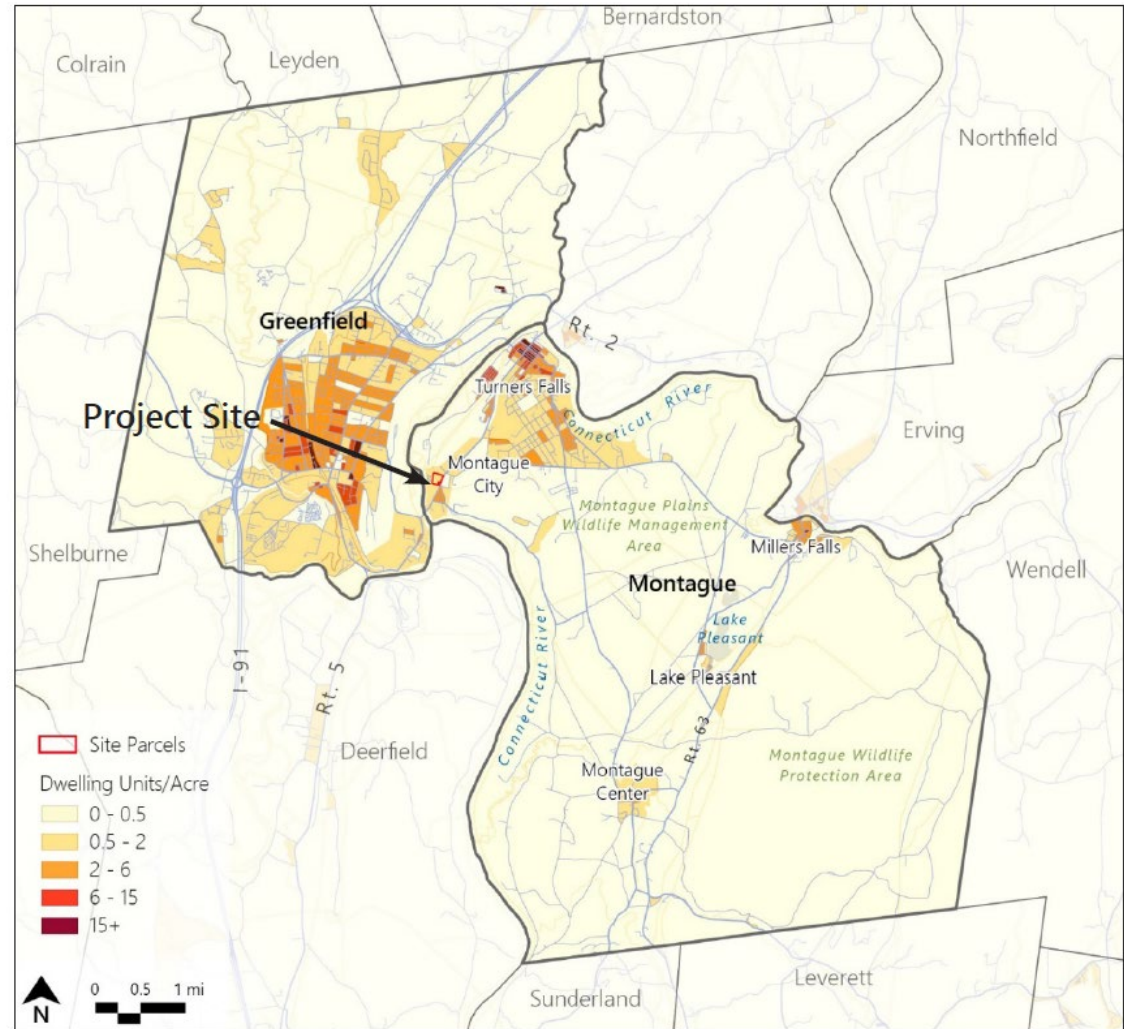
Source: MassGIS

2. PLANNING CONTEXT

Montague/Greenfield

- This map shows population density.
- The Farren Care Center Site is located between the two largest urban clusters of downtown Greenfield, to the west, and Turners Falls, to the east.

Population Density



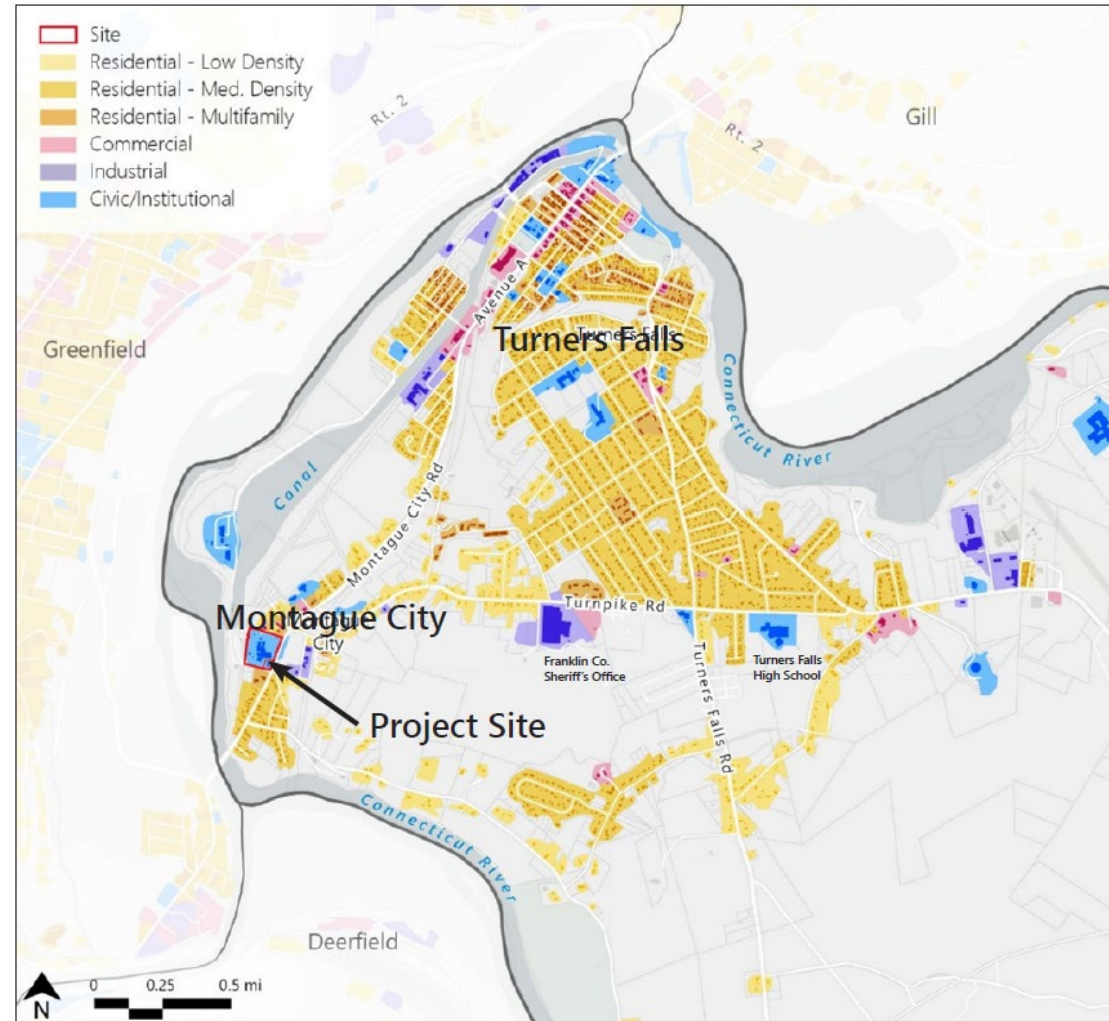
Source: MassGIS, US Census

2. PLANNING CONTEXT

Turners Falls and Montague City

- Turners Falls is the densest village in Montague.
- It is a hub of public services, employment, and community events.
- It is home to a walkable, mixed-use urban environment featuring a pleasant mix of historic masonry and wood-frame buildings.
- Montague City, located 1.5 miles to the southwest, is almost entirely single-family residences, and is home to an estimated 330 residents.

Land Use



Source: MassGIS, US Census

2. PLANNING CONTEXT

Demographics

- The number of households in Montague has grown by about 5% since 2010, and is expected to continue growing slightly thru 2030.
- Older adults are prevalent in Montague. 65+ residents made up 1 of every 5 residents in 2022.
- The average household size in Montague is under 2.2 people per household. 35.3% of households are occupied by a single householder living alone.
- Montague's median household income is about 2/3 of the statewide median, but it has grown by over 30% over the past ten years.

Avenue A, Turners Falls, Montague



3. MARKET ASSESSMENT

Housing Stock

- Montague is able to boast of a diverse mix of housing units, ranging from rural districts with single family homes, to the dense avenues and side streets of Turners Falls.
- Yet, residential development has been very slow for decades.
- The housing stock is increasingly misaligned with the needs of older adults and low-income households.

Mixed Housing Types, Turners Falls, Montague

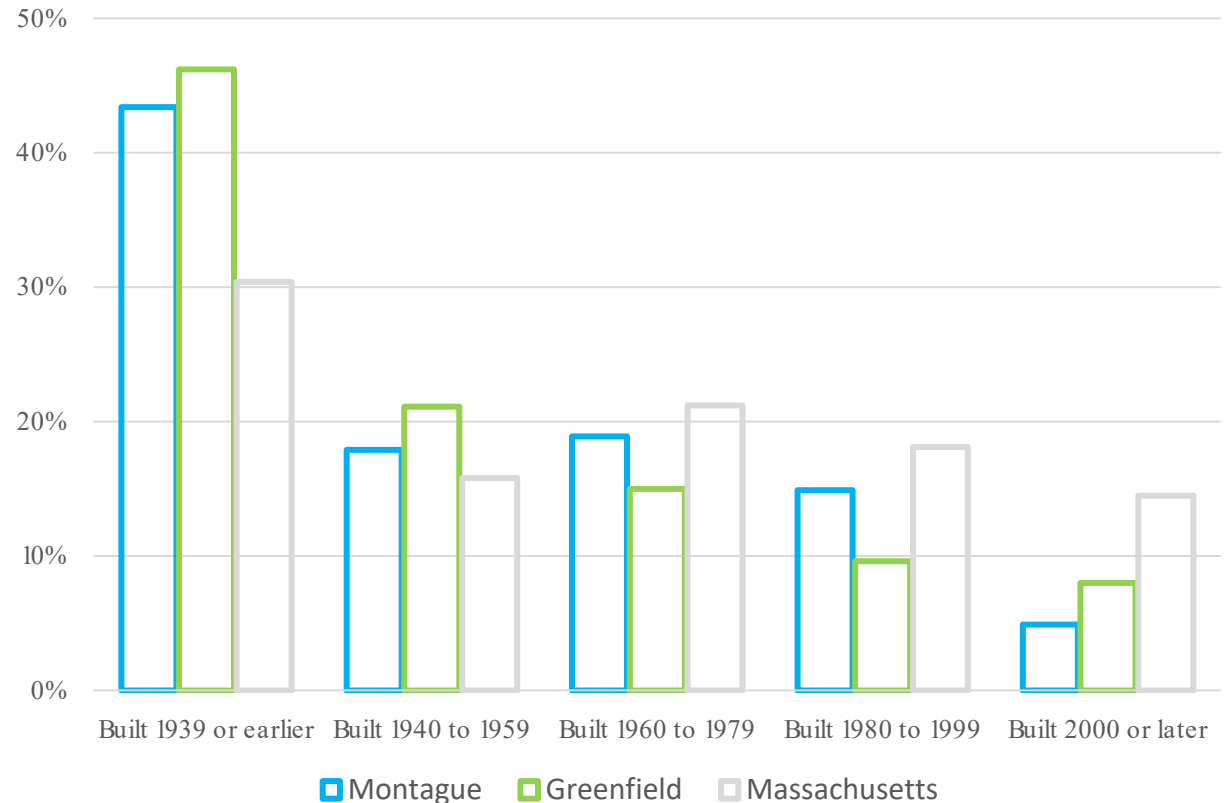


3. MARKET ASSESSMENT

Housing Stock

- Montague’s housing stock is old, and getting older.
- Well over 40% of the town’s housing units are over 80 years old (vs only 30% statewide).
- Only 5% of the units in Montague were built during this century.
- Only 6% of the units in Montague are in buildings with 10 or more units (versus over 15% statewide).

Age of Housing

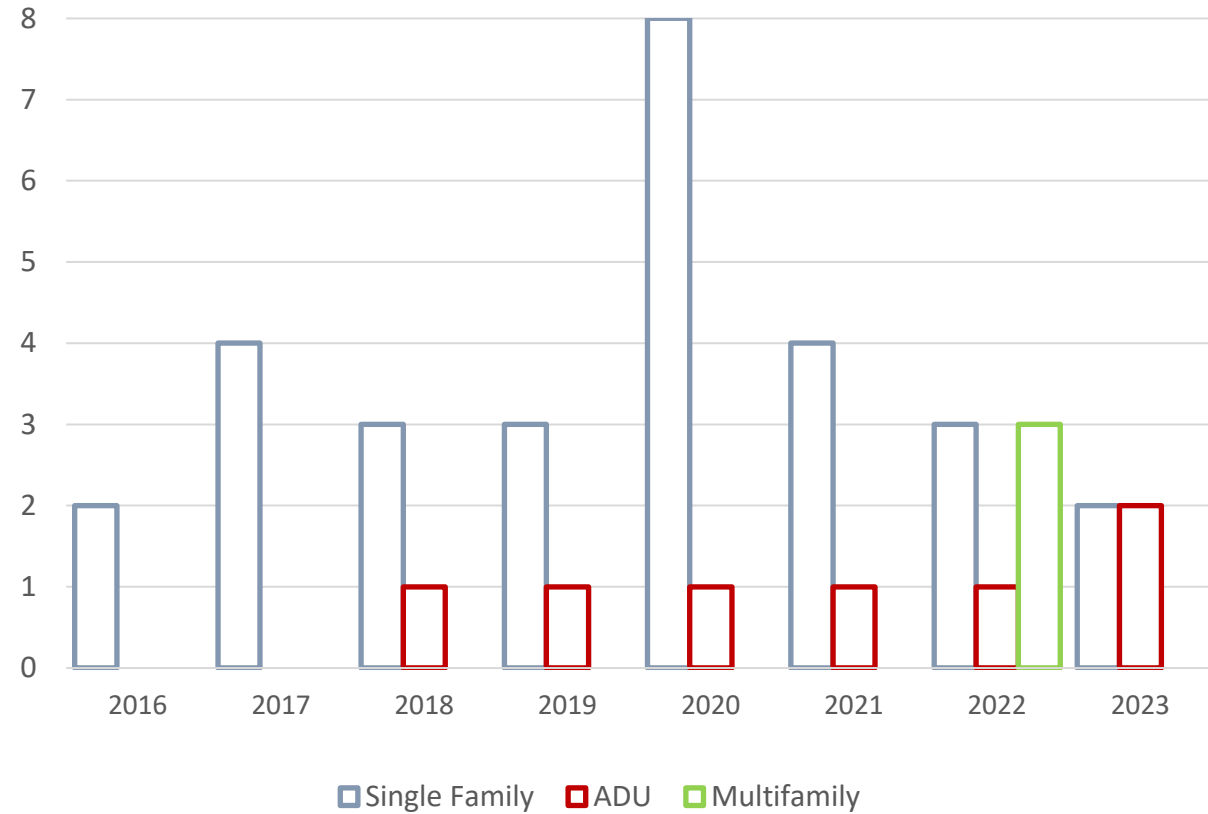


3. MARKET ASSESSMENT

Housing Stock

- Only 39 residential units were permitted over the past eight years, including:
 - 29 single-fam residences
 - 7 accessory dwelling units
 - 3 units in a multifamily building

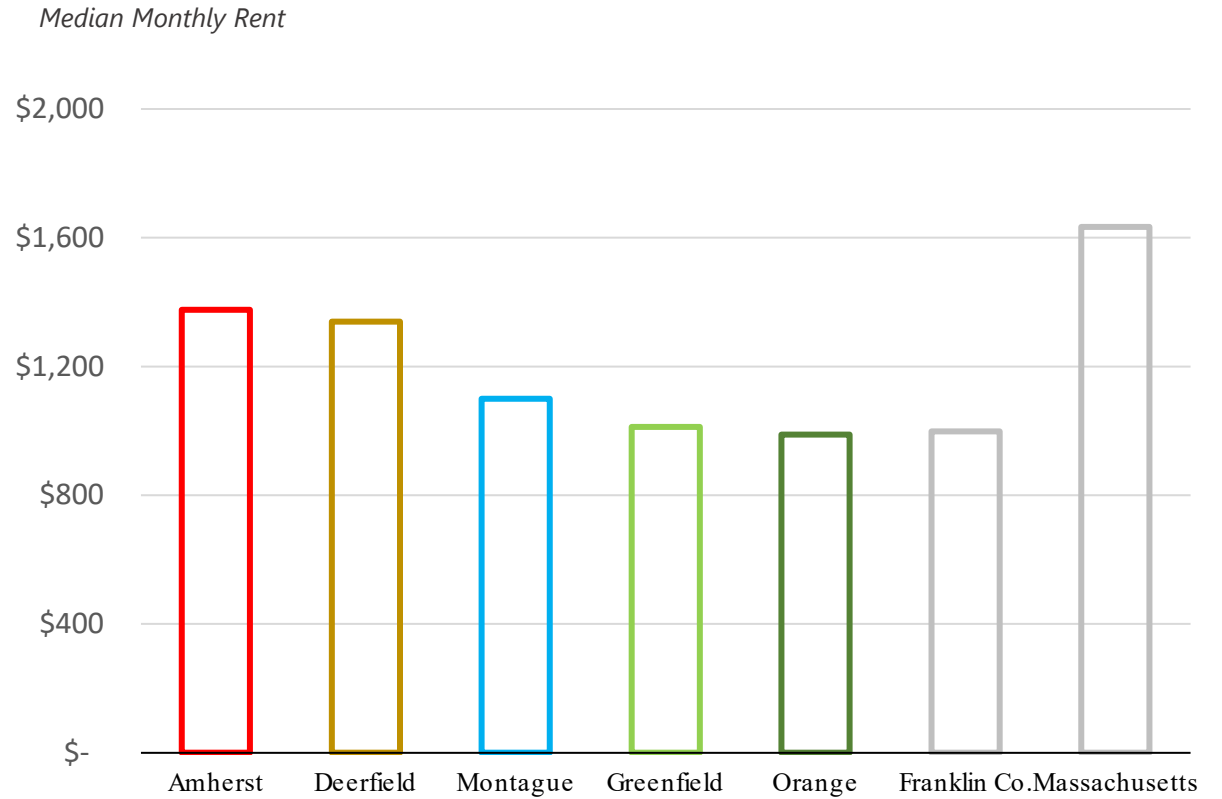
Housing Permits



3. MARKET ASSESSMENT

Median Monthly Rent

- Median monthly rent in Montague is low at \$1,100.
- Yet, 40% of Montague’s renter households are cost-burdened, meaning that they are paying more than 35% of their monthly income on housing costs.



4. VILLAGE CENTER PLAN

Community Input

- Stakeholder Group 1: Age-Friendly / Mass in Motion (May 30, 2023)
- Stakeholder Group 2: Economic Development and Industrial Corporation (June 21, 2023)
- Stakeholder Group 3: Affordable Housing Group (July 6, 2023)
- Community Event 1: Tabling in the Park (August 13, 2023)
- Community Event 2: Public Meeting (November 8, 2023)

Community Vision Session (11/8/2023)



4. VILLAGE CENTER PLAN

Vision Statement

The purpose of the vision statement is to:

- Set Direction
- Enhance quality of life
- Preserve community identity

Vision Statement

Village Center Vision

Montague City's new **Village Center** will be a **dense, mixed-use hub** that unites the surrounding community and unlocks new **housing** and **economic opportunities** in Montague.

The **Village Center** will be focused on **inclusivity**, meeting the needs of all residents and visitors, regardless of age or income.

New development within the **Village Center** will enhance the **quality of life** and showcase Montague City's commitment to **public health, arts and culture, and natural resources**.

4. VILLAGE CENTER PLAN

Site Conditions

- The 8-acre parcel at 340 Montague City Road is the heart of Montague City.
- The site's location presents an opportunity for a new mixed-use Village Center.
- The site has many innate advantages – it is large, flat, clear, and located along a busy road.
- It is well-served by utilities, and it is located close to the Canalside Rail trail.

Farren Care Center Site, 2023

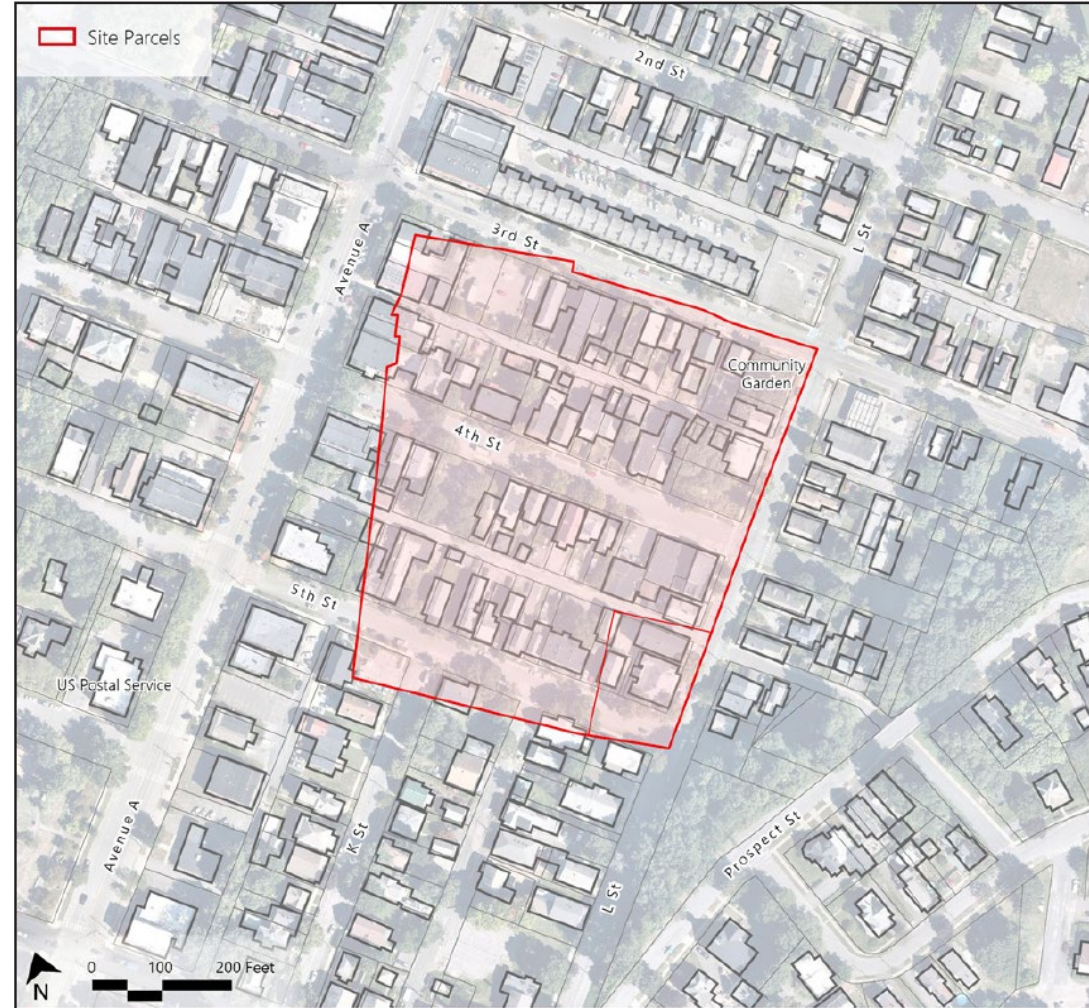


4. VILLAGE CENTER PLAN

Site Scale

- The image to the right shows the extents of the Farren Care Center Site imposed on downtown Turners Falls (3rd, 4th, and 5th Streets).
- The site is slightly smaller than two standard Turners Falls blocks.
- This exercise yields a visual representation of a high-density build out, following local architectural patterns.

Project Site Superimposed on Downtown Turners Falls



Source: ESRI, MassGIS

4. VILLAGE CENTER PLAN

Turners Falls Urban Form

- Downtown Turners Falls was founded in the mid-nineteenth century as a planned industrial community.
- Montague's economy has changed completely, but the urban character remains largely unchanged.
- **The Village Center Plan for Montague City is inspired by the blocks of Turners Falls.**

Downtown Turners Falls, Montague



4. VILLAGE CENTER PLAN

Master Plan Scheme A: Low Density

Total Unit Count:

- 40-50 units

Residential Density:

- 6 units/acre

Scheme A: Low Density (approximately 6 units per acre)



****Note:** This image represents a conceptual vision for land use and density in the Village Center, **NOT** a final site plan

4. VILLAGE CENTER PLAN

Master Plan Scheme B: **Medium Density**

Total Unit Count:

- 70-80 units

Residential Density:

- 9 units/acre

Scheme B: Medium Density (approximately 9 units per acre)



****Note:** This image represents a conceptual vision for land use and density in the Village Center, **NOT** a final site plan

4. VILLAGE CENTER PLAN

Master Plan Scheme C: High Density

Total Unit Count:

- 130-140 units

Residential Density:

- 17 units/acre

Scheme C: High Density (approximately 17 units per acre)



****Note:** This image represents a conceptual vision for land use and density in the Village Center, **NOT** a final site plan

4. VILLAGE CENTER PLAN

Precedent Projects

- Mill District, Amherst
 - Multifam and single-fam homes.
 - Affordable and market-rate units.
 - Variety of stores and dining establishments.
 - Variety of public subsidies involved including Low-Income Housing Tax Credits.
 - Some resistance at first from neighbors; developer formed a “community stakeholder partnership.”



4. VILLAGE CENTER PLAN

Precedent Projects

- Village Hill, Northampton
 - Previously occupied by a hospital (like the Farren Care Center site).
 - First step was to establish a Sustainable Growth Overlay 40R District (2007). This allowed for financial support from the State.
 - Development includes workforce housing, low-income housing, and extremely low-income housing.
 - Support has come from DHCD, MassHousing, Mass AHT, and MassCEC.



4. VILLAGE CENTER PLAN

Precedent Projects

- North Eastham Village Center, Eastham
 - Town is planning to support the development of this 10-acre Village Center.
 - Similar to Farren Care Center site, in terms of scale and surrounding neighborhood.
 - Town will perform a site-wide rezoning, prepare a form-based code, and possibly, establish a 40R district.
 - Finally, Town will release a developer RFP.



4. VILLAGE CENTER PLAN

Precedent Projects

- Carriage Grove, Belchertown
 - Mixed-use development project, built through a partnership between the Town and MassDevelopment.
 - Heavily leverages funds from MassWorks to build out access roads.
 - Plan calls for 500k sf of mixed-use development.
 - Density will be mixed within the site.



4. VILLAGE CENTER PLAN

Development Approach: Alternative Strategies

- Approach 1: Development Agreement
- Approach 2: Zoning Overlay
- Approach 3: Town as Master Developer

Farren Care Center Site, Montague, MA



4. VILLAGE CENTER PLAN

Development Approach: Alternative Strategies

- Approach 1: Development Agreement
- Approach 2: Zoning Overlay
- Approach 3: Town as Master Developer

Approach 1: Development Agreement

- Sell entire property conditionally, using a development agreement to promote the Town's preferences
- Pursue grant money to help finance the new access road and utilities
- Consider establishing a TIF district to allow future tax revenues to support further investment in the public realm.

4. VILLAGE CENTER PLAN

Development Approach: Alternative Strategies

- Approach 1: Development Agreement
- Approach 2: Zoning Overlay
- Approach 3: Town as Master Developer

Approach 2: Zoning Overlay

- Establish a new Village Center Zoning Overlay District to set the ground rules for future site development, including site layout, bulk, and density.
- Provide for zoning incentives to encourage dense growth.
- Promote on-street parking and shared parking.
- Release Developer RFP.

4. VILLAGE CENTER PLAN

Development Approach: Alternative Strategies

- Approach 1: Development Agreement
- Approach 2: Zoning Overlay
- Approach 3: Town as Master Developer

Approach 3: Town as Master Developer

- Establish new streets within the parcel to define the preferred block structure.
- Subdivide the remaining land into smaller opportunity parcels.
- Allow for slower, incremental growth on smaller lots.



**TOWN OF
MONTAGUE
MASSACHUSETTS**

TOWN HALL
One Avenue A
Turners Falls, MA 01376

Planning Board
(413) 863-3200 ext. 112
Planner@montague-ma.gov

MEMORANDUM

**TO: Selectboard
Steve Ellis, Town Administrator
Walter Ramsey, Assistant Town Administrator**

FROM: Planning Board

RE: Planning Board Recommendation: Montague Village Center Study

DATE: April 22, 2024

At its April 2, 2024 meeting, the Planning Board reviewed the final report to the Montague City Village Study. Planning Board members sitting are: Ron Sicard, Chair, Liz Irving, Samuel Guerin, George Cooke, Bob Obear.

The project consultant, Luke Mitchell of VHB presented slides reviewing the project’s planning process, community engagement and outreach, report findings, and development strategies for consideration.

Town Planner Maureen Pollock informed the Board that after receiving the final report, she reached out to local, regional, and state stakeholders for additional feedback. Based on the report’s findings and recommendations; and additional feedback, the Planning Department provides additional recommendations for the Town to consider in order to redevelop the former Farren Care Center site, located at 330-340 Montague City Road. (see enclosed Planning Dept Memorandum)

After the presentation, the Planning Board discussed the report’s findings and development strategies, as well as, the Planning Department’s additional recommendations.

After Board discussion, the Planning Board chair opened it up to public comments.

- MOTION:** Moved by Elizabeth Irving to conduct the following steps in order to pursue possible redevelopment options at the former Farren Care Center site, located at 330-340 Montague City Road
1. establish a working committee to focus on redevelopment of the site and hire a development consultant for assistance;
 2. explore possible zoning amendments necessary to re-develop the parcel in support of residential and non-residential uses on the site. Possible zoning amendments may include, but not limited to: permitted uses, dimensional regulations, and design standards.

Seconded by Samuel Guerin. No discussion

Roll call Vote:

Ron Sicard, Chair	AYE	Bob Obear	AYE
Elizabeth Irving	AYE	Samuel Guerin	AYE
George Cooke	AYE		

For more info about the Montague City Village Center Study, please visit:

- Project Page: <https://montague-ma.gov/p/1531/>
- Final Report : https://montague-ma.gov/files/Montague_City_Village_Center_REPORT_2024_0308.pdf
- April 2, 2024 Planning Board meeting recording: <https://vimeo.com/930243426>



TOWN OF
MONTAGUE
MASSACHUSETTS

TOWN HALL
One Avenue A
Turners Falls, MA 01376

Planning Department
(413) 863-3200 ext. 112
Planner@montague-ma.gov

MEMORANDUM

**TO: Planning Board
Selectboard
Steve Ellis, Town Administrator
Walter Ramsey, Assistant Town Administrator**

FROM: Maureen Pollock, Town Planner

RE: Planning Department Recommendations: Montague Village Center Study

DATE: April 2, 2024

Planning Department's Recommended Next Steps:

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

- 1. Create working group** – The Town should establish a working committee to focus on redevelopment of the site and hire a development consultant for assistance. A step up from this could be establishing a Redevelopment Authority under Ch 121B.
- 2. Re-zoning:** The property will be most appealing to developers if it's zoned for development. The existing zoning district for the former Farren site is Central Business Zoning District (CB), which doesn't allow single family dwelling, two-family dwelling, multi-family dwelling, and accessory dwelling units (ADUs). Therefore, the Town needs to do some re-zoning before any proposed project is even submitted for review/approval! (I don't recommend a 40B Permit)
 - a. Smart Growth Overlay District (40R)** - The purpose of the 40R overlay district is to substantially increase the supply of housing and decrease its cost, by increasing the amount of land zoned for dense housing. At least 20% of the total dwelling units provided in any given 40R Project needs to be deeded Affordable. The 40R Overlay also allows mixed-use development too. The 40R Overlay District includes strict design standards that helps to shape each 40R project proposal to be a welcoming atmosphere for both the residential tenants, residential homeowners, and non-residential tenants on the site, as well as a welcoming atmosphere for the neighborhood. Also, explore possible changes to the dimensional regulations.
 - b. 40R District Financial Incentives:** In return for adopting a 40R overlay district, Montague would be become eligible to receive state funding (\$75,000, plus an additional \$3,000 for every new home created.)
- 3. Informal or Formal Request an Expression of Interest (REOI)** – ****do during the re-zoning process**** - developers are unlikely to put in the work to respond to an RFI if they also have to respond to an RFP.
 - a.** engage qualified developers and interested parties to gauge interest in developing property.
 - i.** Formal Example- See [link](#) for formal REOI example from Upton MA.

- ii. Informal example - could incorporate into public process during rezoning efforts, such as holding an “open house” site tour that invites abutters and stakeholders.
- 4. **Pre-Development Activities/Due Diligence** – **can do this concurrently with re-zoning process**
 - a. Assess infrastructure capacity for site and potential development. Have a civil engineer assess infrastructure capacity for site and potential development. This study could study the existing soil types, phase II, wetlands, water/sewer, green energy capacity for electricity and solar, stormwater – this study will guide the density and perhaps building heights.
 - b. The geo-tech reports would determine how high the building could be. A taller building requires less land for the building footprint. The available land will be needed for parking and stormwater management. Vision vs **Reality**.
 - c. MHP can likely fund this study
- 5. **Subdivide Parcel**– above steps will shape desired neighborhood form and design standards and guide dimensional requirements for zoning.
- 6. **Land disposition:** RFP cannot be issued until the land is declared surplus by Town’s legislative body (town meeting). Do this before releasing RFP.
- 7. **Request for Proposals (RFP)** – The Town should build consensus on development goals for each RFP. Recommend releasing multiple RFPs to facilitate a phase development approach and accommodate staff capacity. Prepare draft Land Disposition Agreement. MHP can help with RFP process.
- 8. **MassWork or HousingWorks** - once a developer is selected, the Town may wish to leverage the proposed development in seeking funds to pay for constructing public infrastructure improvements for the site, i.e. constructing the public right-of-way, including sidewalk, bike lane, road; and connecting sewer and water to each new building. Towns often seek funds via the State’s [MassWorks Infrastructure Program](#).
- 9. **Entitlement & Permitting** – Developer secures required local and state approvals.
- 10. *** **Continue public engagement throughout all steps****

The steps below are not the responsibility of the town.

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

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

- Christine Madore, [Mass Housing Partnership](#) – MHP funded this study
- Ben Murphy, [MassDevelopment](#)
- Juan Vega, [Executive Office of Economic Development \(EOED\)](#)
- Paul St. Pierre, [Massachusetts Office of Business Development \(MOBD\)](#)
- Rick Sullivan, [Western Mass Economic Development Council \(EDC\)](#)
- Alyssa Larose, [Rural Development Inc.](#)
- Laura Baker, [Valley Community Development \(Valley CDC\)](#)
- Wayne Feiden, former Northampton Planning Director ([Village Hill Project](#))
- Carolyn Misch, Northampton Planning Director ([Village Hill Project](#))
- Jessica Atwood, FRCOG – waiting for comments
- John Gilbert, Wayfinders – waiting for comments

DPW Search Committee Candidates

Group to convene first week of May or sooner so we can advertise by second week of May. The goal is to have hire start date as close to July 1 or sooner if possible.

Bryan Camden

Rich Kuklewicz

Chelsey Little

Ken Morin

Brandy Patch

Leigh Rae

Walter Ramsey

Will Strafford

Ex-officio (non-voting)

Tom Bergeron

Steve Ellis

.

Name: Camden, Bryan

MONTAGUE APPOINTED OFFICIAL

NAME: Bryan Camden

DATE: 4/22/2024

COMMITTEE: DPW Search Committee

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

Bryan Camden personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the DPW Search Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

Name: Kuklewicz, Richard

MONTAGUE APPOINTED OFFICIAL

NAME: Richard Kuklewicz

DATE: 4/22/2024

COMMITTEE: DPW Search Committee

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

Richard Kuklewicz personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the DPW Search Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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Name: Little, Chelsey

MONTAGUE APPOINTED OFFICIAL

NAME: Chelsey, Little

DATE: 4/22/2024

COMMITTEE: DPW Search Committee

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

Chelsey, Little personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **DPW Search Committee** according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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Name: Morin, Ken

MONTAGUE APPOINTED OFFICIAL

NAME: Ken Morin

DATE: 4/22/2024

COMMITTEE: DPW Search Committee

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

Ken Morin personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the DPW Search Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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Name: Patch, Brandy

MONTAGUE APPOINTED OFFICIAL

NAME: Brandy Patch

DATE: 4/22/2024

COMMITTEE: DPW Search Committee

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

Brandy Patch personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the DPW Search Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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

Name: Rae, Leigh

MONTAGUE APPOINTED OFFICIAL

NAME: Leigh Rae

DATE: 4/22/2024

COMMITTEE: DPW Search Committee

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

Leigh Rae personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the DPW Search Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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

Name: Ramsey, Walter

MONTAGUE APPOINTED OFFICIAL

NAME: Walter Ramsey

DATE: 4/22/2024

COMMITTEE: DPW Search Committee

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

Walter Ramsey personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the DPW Search Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

Name: Stratford, William

MONTAGUE APPOINTED OFFICIAL

NAME: William Stratford

DATE: 4/22/2024

COMMITTEE: DPW Search Committee

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

William Statford personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the DPW Search Committee according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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APPOINTED OFFICIAL

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

Name: Bergeron, Thomas

MONTAGUE APPOINTED OFFICIAL

NAME: Thomas Bergeron

DATE: 4/22/2024

COMMITTEE: DPW Search Committee - Ex officio

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

Thomas Bergeron personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the DPW Search Committee - Ex officio according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

Name: **Ellis, Steven**

MONTAGUE APPOINTED OFFICIAL

NAME: Steven Ellis

DATE: 4/22/2024

COMMITTEE: DPW Search Committee - Ex officio

TERM: Until finished

TERM EXPIRATION: Until Finished

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 04/23/24

Steven Ellis personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the DPW Search Committee - Ex officio according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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

Montague Public Libraries
New Position Proposal, 2024

The Library Director and Personnel Committee of the Montague Public Libraries propose splitting the existing Library Technician position into two separate jobs: a 35 hour/ week Library Technician and Assistant (NAGE Grade B, reflecting the current Technician Grade) and a 35 hour/week Adult Services Coordinator (NAGE Grade E, paralleling the Youth Services Librarian). This change in staffing would elevate library collections, increase the breadth and depth of our services, and provide additional programming for the Montague community.

The wage and class study, completed this past winter, made clear that the current Library Technician's position had evolved past the duties outlined in her job description. While creating an advanced cataloger position was considered, after discussion with the current Technician and a review of her duties, the Trustees' Personnel Committee and I have concluded that it would be best for the community to create a 35 hour/ week Adult Services Coordinator position and a 35 hour/ week Library Technician position, the latter of which would be an expansion of the existing 13 hour/week Library Assistant position.

I reached out to a number of library directors serving similarly sized populations (between 8,300 and 9,050 residents) across the Commonwealth and found that the majority of them (7 out of 10) have an Adult Services Coordinator or Adult Services Librarian.

After reviewing other libraries' job descriptions for similar job titles, meeting with frontline staff about their needs, and looking at the tasks that the Technician currently completes, I came up with the three job descriptions: an updated Technician description (that reflects what the current Technician actually does), a new Adult Services Coordinator description, and a new Library Technician and Assistant description.

The Library Trustees' Personnel Committee reviewed these job descriptions, made recommendations, and voted to move forward with creating the two new roles. The positions' basic duties are as follows:

Adult Services Coordinator: This position is responsible for the development and implementation of adult services and collections. Work includes providing reference, reader's advisory, research, and technology support for library patrons; administering the inter-library loan program; selecting and removing materials from the library collection; and organizing and facilitating programming and outreach opportunities.

The person in this position will build on the outreach services currently performed by the Library Director and Youth Services Librarian, developing local partnerships, programs, and collections to respond to community needs and interests. They will make sure that the libraries' technology, database, and e-content offerings are current and user-friendly, providing technology instruction to patrons and staff. They will assist patrons with genealogy and local history research and source materials from libraries across the Commonwealth and the country.

Library Technician & Assistant: This position is responsible for technical services, performing cataloging and materials processing (60% of time), and customer service functions (30% of time). Work includes cataloging and processing books and media materials being added to the library; maintaining and updating the library catalog and databases; circulation desk activities; shelving materials and weeding out old materials; occasional reference services and interlibrary loan services, providing information and assistance to patrons and the community; and responding to inquiries, requests, and complaints.

By expanding the 13 hour/week Library Assistant position to a full-time, benefitted Technician and Assistant position, the libraries will be able to recruit qualified staff, retain them, and better develop library staff knowledge and culture. Because the LTA will be familiar with patron reading interests and community needs, they will be better equipped to perform collection maintenance consistently and evenly across locations. This is important for creating library spaces and collections that are up-to-date, reflective of those they serve, and that meet professional standards. The person in this position will also be available to cover staff absences at different locations, meaning the library will have to rely less on substitutes.

With upgraded/added positions, the Libraries' FY25 budget would be, \$545,911.80, an increase of \$27,978.80.

It is the intention of the Library Director and the Libraries' Personnel Committee to bring this change in staffing to a vote during fall's special town meeting with hopes of implementing the change in mid FY25, likely to coincide with a retirement.

GRAPHIC DESIGN CONTRACT

April 9, 2024

Montague Public Libraries (“The Client”) and Liz Moran Design LLC (“Graphic Designer”)

BACKGROUND:

- A. The Client is of the opinion that the Graphic Designer has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Graphic Designer is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION of the matters described above and of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Graphic Designer agree as follows:

Description of Services

The Client hereby agrees to engage the Graphic Designer to provide the Client with services (the “Services”) as described in the Statement of Work.

Payment

Payment shall be made to Liz Moran Design LLC, 37 Unity St. Turners Falls, Massachusetts, 01376 according to the Fee Payment Schedule described in the Statement of Work.

Additional Editing and Changes

Any requested changes to the description of services described in the Statement of Work shall constitute additional editing and may incur additional charges or fees as deemed necessary by the Graphic Designer. All additional changes must be submitted and approved by both parties in writing.

Term

This Contract will terminate automatically upon completion by the Graphic Designer of the Services required by this Contract.

Client Responsibilities

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than the Graphic Designer;
- (b) timely communication with the Graphic Designer in response to questions or other needs;
- (c) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Statement of Work; and
- (d) final proofreading. In the event that Client has approved Deliverables but errors, such as typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

Reproduction of Project

Upon successful completion of all compensation terms and outstanding balances owed to the Graphic Designer, the Client is granted full and unlimited reproduction right to the Project.

The Graphic Designer retains the right to reproduce the Project in any form for marketing, future publications, competitions or other promotional uses. The Graphic Designer shall at no time reproduce the Project for use in commercial means or for-profit use.

The Client may not reproduce or otherwise use design mock-ups, drafts, sketches etc. created by the Graphic Designer during work on the Project but not included in the final version of the Project. Such artwork belongs solely to the Graphic Designer who may use it at her own discretion.

Signed

Liz Moran Design LLC:  Date: 4/9/24

Montague Public Libraries: _____ Date: _____

MONTAGUE PUBLIC LIBRARIES
Branding

PHASE 1: DISCOVERY AND MOOD BOARDS

- Kickoff meeting, discovery, ideation and sketching
- 2 mood boards (1 for each creative direction)

Timeline:
2-3 weeks

PHASE 2: CREATIVE EXPLORATION

- 2 initial directions for the logo
- 2 rounds of revisions to the chosen direction
- Later rounds will include mockups of one or more applications to get a sense of how the different elements of the brand work together

Timeline:
3-6 weeks

PHASE 3: ADDITIONAL DELIVERABLES

- Social media templates (2 different use cases for Facebook and Instagram (1 design option, 1 round of revisions included)
- E-letterhead template (1 design option, 1 round of revisions included)

Timeline:
2-3 weeks

PHASE 4: FINE-TUNE, HANDOFF, & BRAND GUIDE

- Preparation and export of all primary and secondary logos in standard file types
- A brand guide that includes logo versions, color breakdowns, brand fonts, and usage tips (1 direction, 1 round of revisions)
- Fine-tune and hand off templates (file types will be chosen in consultation with the client)

Timeline:
2-3 weeks

TOTAL PROJECT FEES.....\$5,950

FEE PAYMENT SCHEDULE

1/4 of the project fee will be billed at the start of each phase.
If requested, additional changes will be billed hourly at \$65/hour.

Client Initials:

Massachusetts Public Library Construction Program

Agreement

The municipality agrees in writing to the following assurances 1 through 24, taken from the regulations for Planning and Design 605 CMR 6.05 (2)(c), and assurances 1 through 41, taken from the regulations for Construction 605 CMR 6.05 (2)(d), and also based on full municipal enforcement and compliance with federal, state and local laws, rules and regulations.

(c) For the planning and design phase, agree to the following assurances set forth in the planning and design grant contract and agreement:

1. that new, remodeled or renovated library buildings will be planned for a minimum operational life of 30 years;
2. that the Applicant will continue the library's participation and qualification in programs established by or the successors to M.G.L. c. 78, § 19A and 19B (State Aid to Public Libraries). Should the Applicant fail to be certified by the Board to receive State Aid during the period from acceptance into the MPLCP grant program, until project completion and final payment, this will be considered a breach of the contract;
3. that the Applicant and contractors will not knowingly employ, compensate, or arrange to compensate any employee of the Board during the term of the project, unless such arrangement is permitted under the provisions of M.G.L. c. 268A;
4. that the Board will have the authority to review and approve plans, specifications, bid documents, contract awards, payments and all documents of obligation or expenditure for the project;
5. that the owner's project manager, architect and other contractors of an approved public library project were selected using procedures as issued by the Designer Selection Board under the provisions of M.G.L. c. 7C, §§ 44 through 58;
6. that the Applicant will submit the project to local, regional or state boards or agencies for comment and/or approval as may be required by law or regulation;
7. that the Applicant will assist the Board in complying with the Massachusetts Environmental Policy Act, M.G.L. c. 30, §§ 61 through 62H;
8. that the building will be designed to minimize or eliminate embodied and operational carbon and use of fossil fuels throughout its life cycle, including construction materials/processes and ongoing operations.
9. that life cycle cost estimates of all technically feasible energy systems as defined in M.G.L. c. 149, § 44M, will be considered during design in order to ensure that the energy system with the lowest life cycle cost estimate will be identified in accordance with the provisions of M.G.L. c.

149, § 44M;

10. that the Applicant will closely monitor the cost effects of building program and design decisions and materials and systems selections so that the facility can be constructed and operated in a cost effective, sustainable, and staff efficient manner considering the type of project and structure;

11. that there will be an evaluation of flood hazard so that the facility to be constructed will be located to prevent potential flood hazards, as far as is practicable;

12. that there will be an evaluation of resiliency measures informed by the guidelines and/or tools detailed in the Program Notice;

13. that the building will be designed to minimize the effects of vandalism, weather conditions and natural conditions and that materials and finishes will be selected to minimize operational costs and maintenance. This includes provision of a fire rated enclosure for any automated or manually operated exterior book or nonprint materials return that penetrates a wall of the building;

14. that the Applicant will comply with M.G.L. c. 9, § 26 and 27C and 950 CMR 71.00: *Protection of Properties Included in the State Register of Historical Places* and any additional Massachusetts Historical Commission legal and regulatory requirements, including that which affords the Massachusetts Historical Commissioner the opportunity to review and comment as early as possible in the planning stages of the project;

15. that the building will be designed in compliance with Americans with Disabilities (ADA) federal standards and 521 CMR: *Architectural Access Board*, including those requirements for making alterations to historical properties to ensure that property and building are readily accessible and usable by individuals with disabilities unless a variance has been obtained for all noncompliant features;

16. that the Applicant will provide adequate supervision during the term of the project including architectural supervision and, when required, an owner's project manager that meets the qualifications required by M.G.L. c. 7C, §§ 44 through 58 and M.G.L. c. 149, § 44A½;

17. that the Board will not be held responsible for meeting any increased costs or increasing the amount of the grant award beyond the provisional award;

18. that the Board, the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee will have the right, at reasonable times and upon reasonable notice, to examine the books, records and other compilations of data of the Applicant which pertain to the performance of the provisions and requirements of this agreement. Upon request, the Applicant will furnish to the Board copies of any such books, records and compilations. In all contracts or subcontracts entered into by the Applicant concerning the project, there will be included a provision requiring similar access by the Board to the contractor's or subcontractor's books, records and other compilations of data which pertain to the project according to Executive Order 195: *Vendor Contracts* of April 27, 1981;

19. that the Applicant will file required monthly reports, will submit every iteration of design for review by the Board, and will notify the Board when the MPLCP Level of Design of the approved public library project is completed. Within six months of completion, the Applicant must supply a certified reporting of expenditures by category, a list of financial sources, and other documentation;

20. that all grant funds received by the Applicant from the Massachusetts Public Library Construction Program will be placed in an interest-bearing account separate from other Applicant accounts, and that a copy of the first statement from this account from the financial institution will be provided to the MBLC within 45 days of receipt of the first grant payment. All planning and design grant funds, including interest income, will be retained in this account until they are expended for purposes specified in the planning and design grant application. Purposes specifically excluded include all those specified in the definition in 605 CMR 6.02: Eligible Costs;

21. that preparation of documents according to 605 CMR 6.08(2)(a) will be completed and submitted within one year of signing a grant agreement with the Board for the planning and design phase, unless the municipality withdraws from the MPLCP before entering the construction phase;

22. that a grant agreement with the Board for the construction phase of the project will be signed in the fiscal year following the signing of a grant agreement for the planning and design phase, unless the municipality withdraws from the MPLCP before entering the construction phase or the project design is unsuccessful;

23. that if a municipality chooses to withdraw from the MPLCP after the planning and design phase by either official letter or documented certified vote, or if the project design is unsuccessful, no funds for the construction phase will be disbursed;

24. that the project will comply with all current state and local building codes for libraries and all applicable standards and procedures.

(d) For the construction phase, agree to the following assurances set forth in the construction phase agreement:

1. that new, remodeled or renovated library buildings will be planned for a minimum operational life of 30 years;

2. that the project will be completed as described during the planning and design phase and approved by the Board. Any changes to the project's scope prior written approval from the Board.

3. that the completed facility will continue to be used as a free public library for at least 30 years from the date of issuance of the final Certificate of Occupancy. Prior approval from the Board must be obtained if there is any change in proportional use, or if the building is sold or reused for a non-public library function. In the event that the building is not kept in continuous use as a free public library for 30 years, the city or town must return the amount of the grant award plus interest to the Board within 60 days of the date the library building falls out of compliance with 605 CMR 6.05;

4. that the Grantee will continue the library's participation and qualification in programs established by or the successors to M.G.L. c. 78, § 19A and 19B (State Aid to Public Libraries). Should the Grantee fail to be certified by the Board to receive State Aid during the period from acceptance into the MPLCP grant program, until project completion and final payment, this will be considered a breach of the contract;

5. that when construction is complete, the Grantee will make all full and good faith efforts to ensure that sufficient funds will be available for the effective operation and maintenance of the facility, in accordance with applicable federal, state and local requirements and standards;

6. that a sign will be displayed on the construction site stating that the project was funded or funded in part "by the Massachusetts Public Library Construction Program administered by the Massachusetts Board of Library Commissioners" and displaying the MBLC logo, that a plaque will be placed in the completed building stating that the project was funded or funded in part "by the Massachusetts Public Library Construction Program administered by the Massachusetts Board of Library Commissioners", and that MBLC funding will be acknowledged in all project publicity and events;

7. that the Grantee and contractors will not knowingly employ, compensate, or arrange to compensate any employee of the Board during the term of the project, unless such arrangement is permitted under the provisions of M.G.L. c. 268A;

8. that the Board will have the authority to review and approve plans, specifications, bid documents, contract awards, payments and all documents of obligation or expenditure for the project, and that the Grantee will submit documents for review and approval by the Board at every iteration from MPLCP Level of Design to 100% Schematic Design, 50% Design Development, 75% Design Development, 90% Design Development, 100% Design Development, 50% Construction Documents, 90% Construction Documents, 100% Construction Documents, and Bid Package levels;

9. that if required, precontract and preconstruction conferences will be held with representative(s) from the Board;

10. that the owner's project manager, architect and other contractors of an approved public library project will be selected using the procedures as outlined by the Designer Selection Board under the provisions of M.G.L. c. 7C, §§ 44 through 58;

11. that all design, construction, construction contracts, and subcontracts will be in conformity with all applicable provisions of state and local law, rules and regulations including, but not limited to, M.G.L. c. 143 and 780 CMR: *State Board of Building Regulations and Standards*. All construction contracts must be bid under M.G.L. c. 149, § 44A or M.G.L. c. 30, § 39M;

12. that the Grantee will be in compliance with the Affirmative Marketing Program (AMP), as established in M.G.L. c. 7C § 6, which encourages minority business enterprise and women-owned business enterprise participation in state assisted building projects. Applicant shall ensure proper

AMP reporting to the Supplier Diversity Office, pursuant to M.G.L. c. 7 § 61. Applicant will also be in compliance with M.G.L. c. 151B.

13. that the Grantee will require that all construction contracts will include the Workforce Participation Goals' percentages in use at the time of bidding as well as the processes it will use to monitor and ensure compliance with those goals. At the time of adoption of 605 CMR 6.00, the Workforce Participation Goals' percentages are 15.3% for minorities and 6.9% for women. The Applicant must not discriminate in any manner because of gender, race, color, religion, national origin, ancestry, age, sex, or handicap;

14. that the Grantee will require that all construction contracts will be in conformity with applicable law and regulations related to minority hiring. Every state-assisted contract for an approved public library project, including subcontracts, will include the Commonwealth's Supplemental Equal Opportunity/Anti Discrimination and Affirmative Action Program as part of the contract;

15. that the Grantee will comply with Executive Order 592: *Order Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action*;

16. that the Grantee will submit the project to local, regional or state boards or agencies for comment and/or approval as may be required by law or regulation;

17. that the Grantee will assist the Board in complying with the Massachusetts Environmental Policy Act, M.G.L. c. 30, §§ 61 through 62H;

18. that the building will be designed to minimize or eliminate embodied and operational carbon and use of fossil fuels throughout its life cycle, including construction materials/processes and ongoing operations.

19. that life cycle cost estimates of all technically feasible energy systems as defined in M.G.L. c. 149, §44 M, will be considered in order to ensure that the energy system with the lowest life cycle cost estimate will be identified in accordance with the provisions of M.G.L. c. 149, §44 M;

20. that the Grantee will closely monitor the cost effects of building program and design decisions and materials and systems selections so that the facility can be constructed and operated in a cost effective, sustainable, and staff efficient manner considering the type of project and structure;

21. that the building will be designed for resilience, to withstand the effects of climate change, that resiliency measures informed by the guidelines and/or tools in the Program Notice will be incorporated, and that there will be an evaluation of flood hazard so that the facility to be constructed will be located to prevent potential flood hazards, as far as is practicable;

22. that the building will be designed to minimize the effects of vandalism, weather conditions and natural conditions and that materials and finishes will be selected to minimize operational costs and maintenance. This will include provision for a fire rated enclosure for any automated or manually operated exterior book or nonprint materials return that penetrates a wall of the building;

23. that the Grantee will comply with M.G.L. c. 9, § 26 and 27C and 950 CMR 71.00: *Protection of Properties Included in the State Register of Historical Places* and any additional Massachusetts Historical Commission legal and regulatory requirements, including that which affords the Massachusetts Historical Commission the opportunity to review and comment as early as possible in the planning stages of the project;

24. that the building will be designed and constructed in compliance with Americans with Disabilities (ADA) federal standards and 521 CMR: *Architectural Access Board*, including those requirements for making alterations to historical properties to ensure that property and building are readily accessible and usable by individuals with disabilities unless a variance has been obtained for all noncompliant features;

25. that prior approval from the Board will be obtained for significant budget, program or plan changes and revisions including deduct change orders, excluding change orders of an emergency nature;

26. that the Grantee will provide adequate supervision during the term of the project including architectural supervision, value engineering and the retention of a qualified owner's project manager that meets the qualifications required by M.G.L. c 7C, §§ 44 through 58 and M.G.L. c. 149, § 44A½;

27. that Board staff will be provided reasonable access to the project and site with consideration for site conditions and with appropriate notification;

28. that the Board will not be held responsible for meeting any increased costs or increasing the amount of the grant award beyond the provisional award. All non-eligible costs are the responsibility of the Grantee;

29. that the project will be completed as described in the planning and design phase and approved by the Board. Any changes to the project's scope require prior written approval from the Board;

30. that the Board, the Governor or his or her designee, the Secretary of Administration and Finance, and the State Auditor or his designee will have the right, at reasonable times and upon reasonable notice, to examine the books, records and other compilations of data of the Grantee which pertain to the performance of the provisions and requirements of this agreement. Upon request, the Grantee will furnish to the Board copies of any such books, records and compilations. In all contracts or subcontracts entered into by the Grantee concerning the project, a provision must be included requiring similar access by the Board to the contractor's or subcontractor's books, records and other compilations of data which pertain to the project according to Executive Order 195: *Vendor Contracts* of April 27, 1981;

31. that the Grantee will file all required reports and the Board will be notified when the approved public library project is completed and a certified reporting of expenditures by category, financial sources, and other documentation will be supplied to the Board by the Applicant within six months of project completion. If the actual expenditures are projected to be less than the estimated eligible

cost, the Grantee will alert the Board prior to the issuance of the grant payment associated with the final Certificate of Occupancy milestone;

32. that all grant funds received by the Grantee from the Massachusetts Public Library Construction Program will be placed in an interest-bearing account separate from other Grantee accounts. All grant funds, including interest income, will be retained in this account until they are expended for purposes specified in the construction grant application, and account statements will be included in required reports. Purposes specifically excluded include all those specified in 605 CMR 6.02: Eligible Costs. All interest earned must be expended for the library building project or other library service enhancements;

33. that the municipality will explicitly address all aspects of construction grant management in their regular annual audits for all years when grant funding is received or expended, or that a separate audit for the construction project will be carried out and provided to the MBLC.

34. that the Grantee will file a final evaluation form on the performance of contractors on the project as required by the Division of Capital Asset Management and Maintenance (DCAMM) upon completion of the project;

35. that preparation of construction documents will be completed and submitted within one year of signing a grant agreement for the construction phase with the Board;

36. that the construction start date will take place within six months of the date of acceptance by Board staff of the final construction documents (*see* 605 CMR 6.05 *Definitions* Construction Start Date);

37. that a copy of the as built drawings, in accessible electronic form, will be supplied to the Board with the Final Report;

38. that the Grantee has clear title to the project site or otherwise meets the requirements specified in 605 CMR 6.02: Title;

39. that the project site will remain as described in the planning and design phase;

40. that the construction process will comply with all current state and local building codes, including 225 CMR chapter 23, for libraries and all applicable standards and procedures;

41. that the completed project will meet or exceed a building efficiency rating of 65%.

Application- Construction Grant Round 2023-2024- 2,500 and over Updated Compliance Assurances and Application Certifications

Download Assurances

Assurances_Application_2023_2024.pdf

Compliance Assurance Confirmation

Applicant agrees to the 24 Planning and Design Phase assurances found in 605 CMR 6.05 (2)(c) and the 41 Construction Phase assurances found in 605 CMR 6.05 (2)(d) which are based on full municipal enforcement and compliance with federal, state, and local laws, rules, and regulations.

Application Certifications Confirmation

We, the signers of the attached certifications form, having official responsibility for the project herein described, do hereby attest to the facts and figures presented as true to the best of our knowledge and belief and do hereby certify our intent to carry out all the provisions and conditions agreed/delineated in this application. At least one person officially representing the town and one library trustee representing the library have signed.

Application Certifications Form Download

Application Certifications Form.docx

Completed Applications Certification Form

APPLICATION CERTIFICATIONS

We the undersigned, having official responsibility for the project herein described, do hereby attest to the facts and figures presented as true to the best of our knowledge and belief and do hereby certify our intent to carry out all the provisions and conditions agreed/delineated in this application. At least one person officially representing the town and one library trustee representing the library must sign. Name and title may be typed or legibly handwritten. Signature must be handwritten. In addition to uploading this form in the Amplifund application portal, the wet signature copy of this form must be received by the MBLC by June 16, 2024.

Name: Will Quale

Title and Board/Committee: Chair of the Trustees of the Montague Public Libraries

Signature: _____ Date: _____

Name: Tricia Perham

Title and Board/Committee: Chair of the Trustees of the Montague Public Libraries' Building Committee

Signature: _____ Date: _____

Name: Richard Kuklewicz

Title and Board/Committee: Chair of the Montague Selectboard

Signature: _____ Date: _____

Name: Chrisopher Boutwell

Title and Board/Committee: Vice Chair of the Montague Selectboard

Signature: _____ Date: _____

Name: Matthew Lord

Title and Board/Committee: Clerk of the Montague Selectboard

Signature: _____ Date: _____

Name: Caitlin Kelley

Title and Board/Committee: Director of the Montague Public Libraries

Signature: _____ **Date:** _____

Name: _____

Title and Board/Committee: _____

Signature: _____ **Date:** _____

Name: _____

Title and Board/Committee: _____

Signature: _____ **Date:** _____

Name: _____

Title and Board/Committee: _____

Signature: _____ **Date:** _____

Name: _____

Title and Board/Committee: _____

Signature: _____ **Date:** _____

Unexpected Engineering Account Spending Request Form

For request to the Selectboard for the use of available funds in the Unexpected Engineering Account (001-5-950-5175-010)

Authorization to spend:	\$2,800.00
For:	An updated Phase 1 Study for the Farren Property
Request Date:	April 22, 2024
Affirmation of Approval:	
Selectboard Chair	Date

Balance Before Transfer: \$25,000.00

Balance Post Transfer: \$22,200.00



PSI Proposal Number: 0821-422825
April 5, 2024

Professional Service Industries, Inc.
17 British American Boulevard
Latham, New York 12110
Tel: +1 518-377-9841

Town of Montague
1 Avenue A
Turners Falls, Massachusetts 01376

Attention: Mr. Walter Ramsey | Assistant Town Administrator
assistant.townadmin@montague-ma.gov

Re: **Proposal for Phase I Environmental Site Assessment Services**
330 and 356 Montague City Road
Turner Falls, Massachusetts 01376

Dear Mr. Gruca:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) at the subject property. Presented below is a review of provided project information, the proposed Phase I ESA scope of services, requested additional services beyond the Phase I ESA, information about User responsibilities, our proposed schedule, and fee.

PROJECT INFORMATION

Based on client-provided information and Massachusetts Interactive Property Map, PSI understands that the subject property consists of three land parcels totaling 9.01± acres which was previously developed with an approximate 124,600 square foot hospital which was demolished in 2023. An approximately 2,676 square foot residential building which appears to have been used for office space is located in the southeast parcel. Two parcels are on the west side of Montague City Road to the south of the intersection with Farren Avenue while the third parcel is on the east side of Montague City Road to the south of the intersection with Solar Avenue.

Please contact PSI immediately if any of this information is incorrect or changes prior to commencing work, so that we may adjust this proposal accordingly.

PURPOSE OF SERVICES

PSI understands that your purpose for having the Phase I ESA performed is to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations (hereinafter called the landowner liability protections or LLPs) in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The scope of services presented below is intended to satisfy this purpose.

PHASE I ESA SCOPE OF SERVICES

PSI proposes to perform the Phase I ESA in general accordance with ASTM E1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-21).





PSI will perform the assessment under the supervision of an environmental professional (EP) as defined in 40 Code of Federal Regulations (CFR) 312.10. The scope of services generally will include:

- Regulatory records review;
- Historical records review;
- Site reconnaissance;
- Interviews;
- Vapor Encroachment Screen (VES) in accordance with ASTM E2600-22; and
- Preparation of a written report.

ADDITIONAL SERVICES BEYOND THE SCOPE OF E1527

PSI understands that the client has not requested us to assess other environmental issues and conditions outside the scope of the ASTM E 1527-21 (the non-scope considerations identified in ASTM E 1527-21 §13) in connection with Business Environmental Risks (BERs). Typical non-scope considerations include asbestos, lead-based paint, radon, wetlands, mold, endangered species, and regulatory compliance.

REPORTING

PSI will prepare a report of our findings and provide an electronic (.pdf format) copy. One (1) hardcopy can be provided upon request at no additional fee. Unless specifically requested on the attached Proposal Authorization & Payment Instructions Form, recommendations will be included in the report.

USER RESPONSIBILITIES

ASTM E1527-21 and E2600-22 make it your responsibility as the user of the Phase I ESA to conduct the inquiries and provide information (if available) to PSI. We have attached a **User Questionnaire** to assist you in providing this information. We understand that you may have only limited knowledge of the property, but please complete the questionnaire to the best of your ability, given your current knowledge of the property. PSI also asks that you complete the attached **Contact Information** sheet.

Additionally, the ASTM standard and AAI Rule require that a search be performed to identify any environmental liens or activity use limitations (AULs) that are recorded against the subject property. You may engage a title company to perform the search and report the results to PSI, or we can arrange to conduct the search on your behalf, for an additional fee. Please note on the Project Authorization and Payment Instructions Form if you would like for PSI to arrange for a subcontractor to perform this search.

THIRD PARTY RELIANCE

The report will be provided for reliance by the *Town of Montague*. If other parties are to rely on the report, please provide that information to PSI on the Proposal Authorization & Payment Instructions page, or in writing prior to PSI's issuance of the report.

Third party reliance letters may be issued upon request and upon the payment of a reliance fee (\$500.00). All third parties relying on PSI's reports, by such reliance, agree to be bound by this proposal and PSI's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.



SCHEDULE

PSI proposes to deliver the report within approximately 15 business days following contract authorization. Completion of the project may be affected by access to the property, the availability of information, and other factors.

FEES

PSI proposes to prepare this Phase I ESA for the lump sum fee of **\$2,800.00**. Please note that the following efforts are not included in this price:

- An environmental lien/AUL search (if desired, please see options provided below).
- Consultation (beyond clarifications of information presented in the Phase I ESA report);
- In-process report edits needed to incorporate required information not provided at the inception of the project;
- Extraordinary or additional research that is requested after the report is delivered and/or to address data gaps;
- File review requiring travel to a regulatory agency or depository of information that is not local to the PSI assessor’s office or the subject property;
- Review of voluminous prior reports or regulatory file documents, whether they may be relevant or not;
- Payment of fees charged by regulatory agencies for file-copying services, or processing of Freedom of Information Act (FOIA) requests.

Due to the need to collect records and historical data from multiple governmental and private resources, our standard turnaround for a Phase I ESA is typically approximately fifteen business days. It should be noted that, in some cases, it might not be possible to obtain all the required records within the project time frame. In these cases, we will note and evaluate the data gap in our report and, if an evaluation of the received data appears to alter the findings, conclusions and/or recommendations of the report, we will deliver the additional data in the form of an addendum to the report. The fee in this proposal is for a ten business day report delivery.

It should be noted that, in some cases, it might not be possible to obtain all of the required records within the expedited timeframe. In these cases, we will note and evaluate the data gap in our report and, if an evaluation of the received data appears to alter the findings, conclusions and/or recommendations of the report, we will deliver the additional data in the form of an addendum to the report.

Any other additional work will be conducted on a time and materials basis in accordance with the following unit rates:

- Chief/Regional Scientist or Engineer, per hour \$200.00
- Principal Consultant, per hour \$150.00
- Senior Personnel, per hour \$95.00
- Project Personnel, per hour \$75.00
- Staff Personnel, per hour \$65.00
- Clerical Personnel, per hour..... \$40.00
- Mileage, per mile \$0.95
- Additional Report Hardcopies, each \$100.00



- Environmental Lien/AUL search, each parcel \$450.00

PSI will not perform any additional services until written approval from the client has been received.

Please note: a project set-up fee of \$350.00 will be required (in addition to time spent and cost of purchased regulatory research or other out-of-pocket expenses) in the event the project is cancelled prior to completion.

If not authorized prior, this proposal is valid for 30 calendar days, after which PSI reserves the right to modify the fees and/or schedule.

AUTHORIZATION

To authorize our services, please sign and complete the attached Proposal Authorization & Payment Instructions form and return one complete copy of the authorized proposal to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

CLOSING

Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Janelle Snider
Project Manager

Michael Tjaden
Principal Consultant

Joseph Armer
Department Manager

- Attachments:
- Proposal Authorization & Payment Instructions
 - User Questionnaire
 - Contact Information Sheet
 - PSI General Conditions
 - Services Flyer



PSI can provide a complete range of services in addition to those listed above. Should this project or future projects require any of the following services, PSI would be pleased to discuss this further with you.

- Asbestos/Lead Consulting
- Property Condition Assessments
- Remediation Plans & Specifications
- Materials Testing & Engineering
- Pavement Consulting
- Wetlands/Endangered Species
- Geotechnical/Foundation Engineering
- Facility/Envelope Engineering
- Roof Inspections & Consulting
- Indoor Air Quality (IAQ) Consulting
- Leadership in Energy and Environmental Design (LEED) Services



ATTACHMENTS



PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

____ Richard Kuklewicz _____
Authorized By (please print) Signature

____ Selectboard Chair _____
Title Firm

____ One Ave A _____
Address

____ Turners Falls _____ MA _____
City State Zip Code Telephone

____ 4/22/24 _____
Date Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm Attention

Address Title

City State Zip Code Telephone

Authorizing Party's Relationship to Invoice Payment Party

Recommendations

- CHECK HERE to exclude recommendations from the report
- CHECK HERE to include recommendations in a separate cover

letter **Optional Items for Additional Fees**

- CHECK HERE to order an Environmental Lien/AUL Search

Reliance Parties

Please include the following additional parties in the reliance for the report:



USER QUESTIONNAIRE

Pursuant to ASTM E1527, ASTM E2600, and the EPA All Appropriate Inquiry Rule, the User of the report must answer specific questions regarding the property and supply this information to the Environmental Professional. While we understand that you may have only limited knowledge of the property, please answer the questions to the best of your ability based on your current knowledge, and return the completed questionnaire to PSI.

Phase I ESA Questions

1. Did a review of land title records (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the subject property under federal, tribal, state or local law?
 No Yes Unknown (if yes, please briefly discuss on the next page or as an attachment)
2. Did a review of land title records (or judicial records where appropriate) identify any activity and land use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state, or local law?
 No Yes Unknown (if yes, please briefly discuss on the next page or as an attachment)
3. Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
4. Does the purchase price being paid reasonably reflect the fair market value of the subject property?
 No Yes Not Applicable

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

 No Yes
5. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:
 - (a) Do you know of the past uses of the property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (b) Do you know of specific chemicals that are present or were once present at the property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (c) Do you know of spills or other chemical releases that have taken place at the property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (d) Do you know of any environmental cleanups that have taken place at the property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
6. Based on your knowledge and experience related to the subject property are there any obvious indicators that point to the presence or likely presence of contamination at the subject property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
7. Do you know of any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property? No Yes (if yes, please briefly discuss on the next page or as an attachment)
8. Do you know of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?
 No Yes (if yes, please briefly discuss below or as an attachment)



Further Explain any Answers Requiring Clarification: _____

Vapor Encroachment Screening Questions

1. Currently, what type of property is the subject property?
 Commercial Industrial Residential Multi-Tenant Vacant Land

2. Are there buildings on the subject property?
 Yes No Unknown (if **yes**, indicate number and construction type):

3. Will buildings or structures be constructed on the subject property in the future?
 Yes No Unknown (if **yes**, indicate number and construction type)

4. If buildings exist or are proposed, do/will they have elevators?
 Yes No Unknown

5. What type of below-grade level exists or is proposed?
 Full/Partial Basement Crawl Space Parking Garage Multi-Level
 None/Unknown (if **none/unknown**, skip to question 11)

6. Is there ventilation currently/proposed in the below-grade level?
 Yes No Unknown

7. Are there sump pumps, floor drains or trenches existing or proposed in the below-grade level?
 Yes No Unknown

8. Is there a radon or methane mitigation system installed or proposed?
 Yes No Unknown (If **yes**, please indicate if passive or active): _____

9. What type of heating system exists or is proposed in the building? (check all that apply)
 Hot Air Circulation Hot Air Radiation Hot Water Radiation
 Hot Water Circulation Fireplace Radiant Floor Heat Fuel Oil Furnace
 Electric Baseboard Heat Pump Wood Stove Steam Radiation
 Coal Furnace Kerosene Heater Used Oil Heater Natural Gas Furnace
 Other

10. How are the utility systems fueled/powered or proposed to be fueled/powered?
 (check all that apply)
 Natural Gas Propane Kerosene Coal Wood Electricity
 Fuel Oil Solar Wind Other

11. Have there ever been any environmental problems at the subject property?
 Yes No Unknown (if **yes**, please describe)

12. Does/will a gas station or dry cleaner operate anywhere on the subject property?
 Yes No Unknown



- 13. Do/will any of the tenants use hazardous chemicals in relatively large quantities on the subject property?
 Yes No Unknown
- 14. Have any tenants ever complained about odors in the building or experienced health-related problems that may have been associated with the building?
 Yes No Unknown
- 15. Are the current or proposed operations on the subject property going to require/require special OSHA or EPA permitting?
 Yes No Unknown
- 16. Are there any existing or proposed underground or aboveground storage tanks (ASTs/USTs) on the subject property?
 Yes No Unknown (if **yes**, please describe)
- 17. Are there sensitive receptors (for example: children, elderly, people in poor health, and so forth) that occupy or will occupy the subject property?
 Yes No Unknown

Further Explain any Answers Requiring Clarification: _____

Helpful Documents Checklist

Pursuant to ASTM E 1527 §10.8, do you know whether any of the following documents exist related to the subject property, and if so, whether copies will be provided to PSI for review? If so, please submit such documentation to PSI as soon as practical. Please check all that apply.

- Environmental site assessment reports (for example: Phase I/II ESAs or RBCA reports)
- Environmental compliance audit reports; or risk assessments
- Environmental permits or hazardous waste generation notices or reports
- Registrations for above or underground storage tanks, or underground injection systems
- Safety data sheets (formerly known as Material Safety Data Sheets or MSDSs)
- Community right-to-know plans; safety plans; preparedness and prevention plans; spill prevention, countermeasure and control (SPCC) plans; etc.
- Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens on the property
- Geotechnical studies; or reports regarding hydrogeologic conditions on the property or vicinity
- Recorded activity and land use limitations (AULs)

Name (Authorized User Representative)

Title

Signature

Date



CONTACT INFORMATION SHEET

Please provide contact information for the parties below (if known) and return to PSI along with the signed and completed Proposal Authorization & Payment Instructions and User Questionnaire.

PRIMARY USER CONTACT

____Walter Ramsey_____
Name

____walter@montague-ma.gov_____
Address

City/State/Zip

CURRENT OWNER

Phone

Name Trinity Health

Address

City/State/Zip

CURRENT FACILITY OPERATOR

Name

Address

City/State/Zip

Phone

SECONDARY USER CONTACT (if any)

Name

Address

City/State/Zip

Phone

KEY SITE MANAGER

Name

Address

City/State/Zip

Phone

PAST OWNER OR OPERATOR

Name

Address

City/State/Zip

Phone

OTHER PARTIES LIKELY TO HAVE MATERIAL INFORMATION REGARDING PROPERTY OR VES

Name

Address

City/State/Zip

Phone

Name

Address

City/State/Zip

Phone



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (“PSI”) shall include said company or its particular division, subsidiary or affiliate performing the work. “Work” means the specific service to be performed by PSI as set forth in PSI’s proposal, Client’s acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. “Client” refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client’s intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI’s work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI’s proposal. Client’s acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI’s work, shall constitute acceptance of the terms of PSI’s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI’s recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI’s recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney’s fees in the event that all such tests and inspections are not so performed or PSI’s recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney’s fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI’s proposal and Client’s acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT’S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney’s fees as a result of personal injury, death or property damage occurring with respect to PSI’s performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI’s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI’s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client’s contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor’s work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI’s report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI’s estimate based on information provided by Client and PSI’s experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI’s cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney’s fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics’ lien, or any provision conditioning PSI’s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

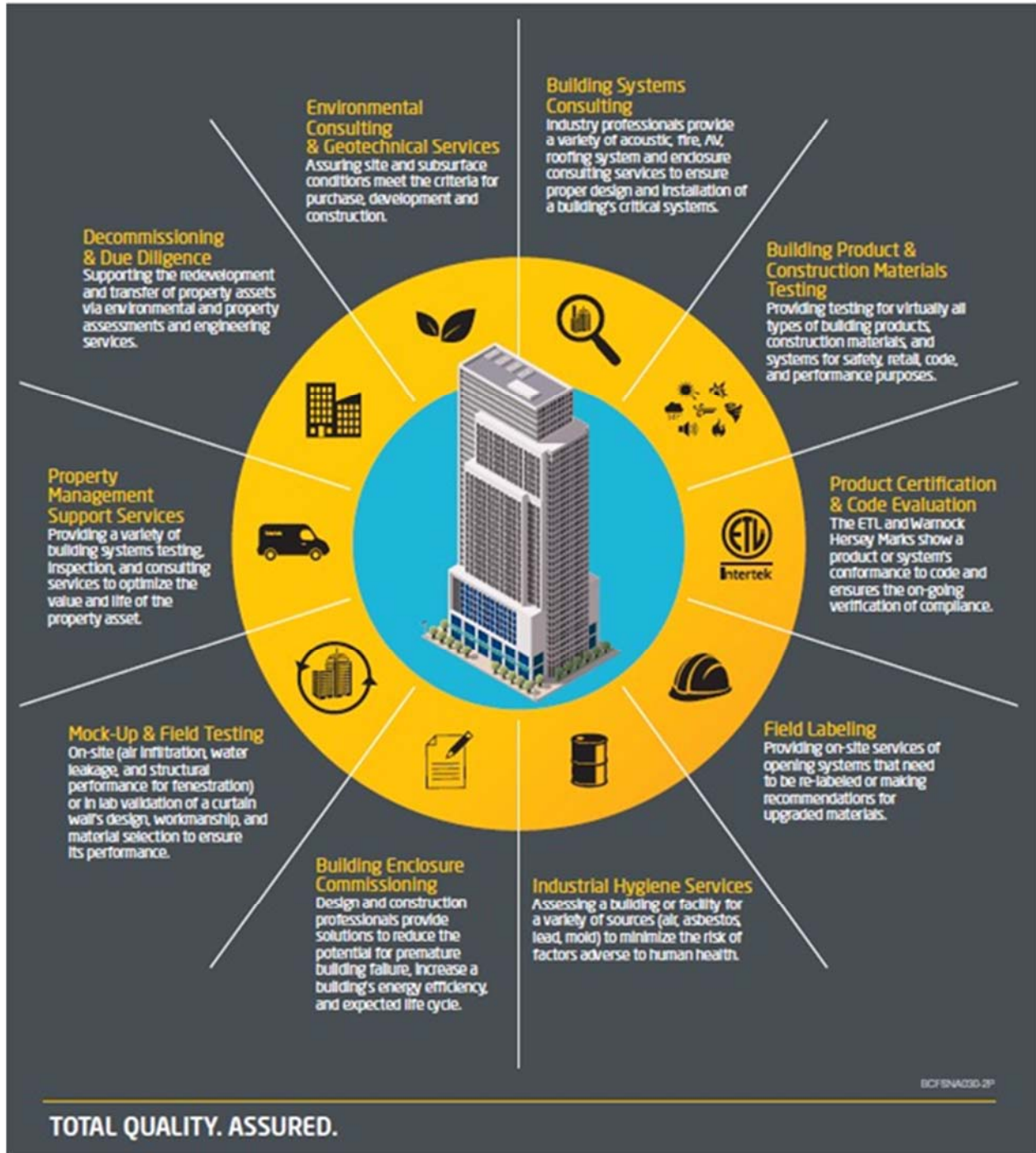
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



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ICF/BNAC30-2P

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Stantec Consulting Services Inc.
5 Dartmouth Drive Suite 200, Auburn NH 03032-3984

April 15, 2024
File: 195189006

Attention: Mr. Walter Ramsey,
Town Assistant Administrator
Turners Falls Town Office
1 Avenue A
Turners Falls, MA 01376

Dear Ramsey,

**Reference: Town Wide Slope and Outfall Erosion
Preliminary Engineering and Remediation Recommendations**

We are submitting to you, for your review and approval, a proposed scope, level of effort, and associated fee to perform preliminary engineering services; and preliminary engineering and repair recommendations at ten (10) locations of eroded roadway slopes, eroded drainage outfall, and/or eroded drainage channel at various locations within the Town of Montague. Maps of the locations identified by the Town to be reviewed, analyzed, and provided with corrective action recommendations are provided as Attachment 'A' and include the following locations:

<u>Location:</u>	<u>Type of Erosion / Failure:</u>
• Oakman St	Culvert Outfall Erosion and Slope Erosion
• Country Club Ln	Slope Erosion
• Fairway Ave	Slope Erosion
• Riverside Dr	Sink Holes and Potential Future Slope Erosion
• Carlisle Ave	Slope Erosion
• Millers Falls Rd	Culvert Outfall Erosion and Slope Erosion
• Wentworth Ave @ George Ave	Potential Future Slope Erosion
• Millers Falls Rd @ Turnpike Rd	Potential Future Culvert Outfall Erosion
• Millers Falls Rd @ Airport	Culvert Failure and Culvert Outfall Erosion
• Industrial Blvd @ Airport	Slope Erosion

The objective of the project is to review and analyze areas of existing slope and drainage outfall erosion and develop recommendations for the repair and remediation of erosion and reduce the potential future slope failure and impacts to adjacent town infrastructure, bodies of water, and natural resource areas.

Reference: Town Wide Slope and Outfall Erosion Preliminary Engineering and Remediation Recommendations

Based on our review of the identified locations and discussions with the Town, we have developed a preliminary scope of engineering services for the design of repairs to these outfalls to include the following:

Project Management and Administration:

- Project management, oversight, subconsultant coordination, scheduling, safety, invoicing, and QC.
- Create a monthly progress summary to provide an update to the Town and the funding agency.
- Create and submit monthly disbursement requests to the funding agency.
- Coordinate with existing property owners to obtain access to the properties where the existing erosion is occurring, or has potential to occur, to perform an inspection and conceptual level engineering.
 - It is assumed that the Town will assist Stantec with accessing all locations to perform the conceptual level engineering and inspections.
 - It is assumed that based on the grant funding requirements, that State Wage rates will apply to the drilling crew.
- Attend one (1) Selectboard meeting to present on the project and discuss the results of the assessment and the recommended corrective actions.

Field Data Collection:

- Review from the online databases the available wetlands and natural resource assessment and identify areas that will require permitting for existing natural resource areas for the final design and construction of remediation measures to be incorporated into the Assessment Summary and Recommended Corrective Actions Report.
 - It is assumed that field locations of wetlands and natural resources will be performed at a later date as part of a final design for the specific site location(s).
- Review FEMA database information to confirm whether the slope locations are located within a regulated FEMA floodplain, and the filling of those associated slopes to provide slope support, repair, and stability may be limited based on those existing flood elevations.
- Perform a field inspection and locate the existing drainage structures, culverts, limits of erosion, limits of loose or actively failing slope, and document the inspected conditions in a field assessment report that will be included as an Appendix to the Assessment Summary and Recommended Corrective Actions Report.
 - It is assumed that the Department of Public Works will be available for the review of the sites and provide any available information regarding the existing drainage infrastructure that is interconnected to the existing outfall(s).
- Obtain existing contour data for the development of preliminary recommendation for project limits described in Attachment 'A'. It should be understood that the existing LiDar (surface) information that is available online may not be representative of the existing post slope erosion and slope failure conditions that currently exist.

Reference: Town Wide Slope and Outfall Erosion Preliminary Engineering and Remediation Recommendations

- It is assumed that a site specific topographic and physical conditions survey will be performed at a later date as part of a final design for the specific site location(s).
- Perform a field mark out for DigSafe and private utility locating for the proposed subsurface investigation program.
- Perform a maximum of one week (5 working days) of borings at the locations adjacent to the existing slope failures to be confirmed based on access and accessibility. Borings shall be performed using a Standard Penetration Test (SPT) with soil samples collected every 5-feet and/or every change in material. Soil borings will be performed in conformance with ASTM 1586.
 - It is assumed that the borings, in general, will be required to be located adjacent to the existing roadway and that police details for traffic control will be paid directly by the Town.
 - It is assumed that if it is determined that additional borings are required for final design it will be performed at a later date as part of a final design for the specific site location(s).
- Collect nine (9) 5-gallon soil samples at the locations of the existing slope and outfall failures and perform sieve analysis testing on the samples in conformance with ASTM C136. The results of the soil tests will be included as an Appendix to the Geotechnical Report.
- Summarize the results of the subsurface investigation, including the borings performed in the field and the results of the soil sample analysis in a Geotechnical Report, for the project site(s) to be utilized as the basis of design for the slope reinforcement and scour abatement measures. The Geotechnical report will be included as an Appendix to the Assessment Summary and Recommended Corrective Actions Report.

Preliminary Design:

- Create PDF maps for the project limits that describe the limit and type of existing or potential future slope, outfall, or drainage channel erosion and/or failure. Prioritize the existing erosion and potential slope failures.
- Develop and analyze stormwater models for each site for the existing stormwater structures, culverts, and stormwater channels and potential replacement to confirm the required culvert size(s), stormwater outfall conditions, and perform scour abatement for the culvert outfalls and stormwater channel. Summarize the results of the stormwater modelling as part of the Assessment Summary and Recommended Corrective Actions Report.
- Perform a scour abatement analysis and design of scour abatement measures in accordance with the application HEC-RAS standards in conformance with MADEP and MassDOT standards and requirements. Summarize the results of the scour abatement calculations and recommended measures as part of the Assessment Summary and Recommended Corrective Actions Report.
- Review and discuss as part of the Assessment Summary and Recommended Corrective Actions Report the required potential drainage crossing replacement structures to MassDEP stream crossing standards.

Reference: Town Wide Slope and Outfall Erosion Preliminary Engineering and Remediation Recommendations

- Summarize the hydraulic and hydrologic and scour abatement data in the Recommended Corrective Actions Report for the required MADEP wetlands permitting for the proposed improvements.
- Perform preliminary calculations and design of slope stabilization measures that are suitable for the existing slope and channel conditions to eliminate erosion and future failure and summarize the calculations and recommendations in the Assessment Summary and Recommended Corrective Actions Report.
- Prepare a class 4, preliminary opinions of probable construction costs for each site based on the corrective recommended actions summarized in the Assessment Summary and Recommended Corrective Actions Report.
- Submit to the Town an Assessment Summary and Recommended Corrective Actions Report for review and Town comment.
- Make updates and provide additional information, as necessary based on Town feedback and/or comment and deliver a final copy of the report to the Town for their use.

We have identified staff with the technical experience with the scope of work described herein that can start immediately on the project; and we anticipate that we can deliver the Assessment Summary and Recommended Corrective Actions Report within 120-days from the receipt of a signed agreement and/or Notice to Proceed for the project. Based on the described scope of work, we can perform the preliminary engineering services at a not to exceed costs of **\$137,127**. A breakdown of the anticipated level of effort for each item described in the project scope is detailed in Attachment 'B'. Stantec can customize future project scope(s), level of effort, and associated fee to perform a final design and permitting assistance services for the Town, site locations based on the results of the assessment, the associated recommendations, and the direction from the Town, based on whether the Town will publicly bid the repairs or perform the improvements with their own DPW staff.

Should you have any questions or require any additional information please feel free to contact us.

Respectfully Submitted,

Stantec Consulting Services, Inc.



Bryan Ruoff, PE
Associate
Phone: 603-206-7548
Fax: 603-669-7636
Bryan.Ruoff@stantec.com

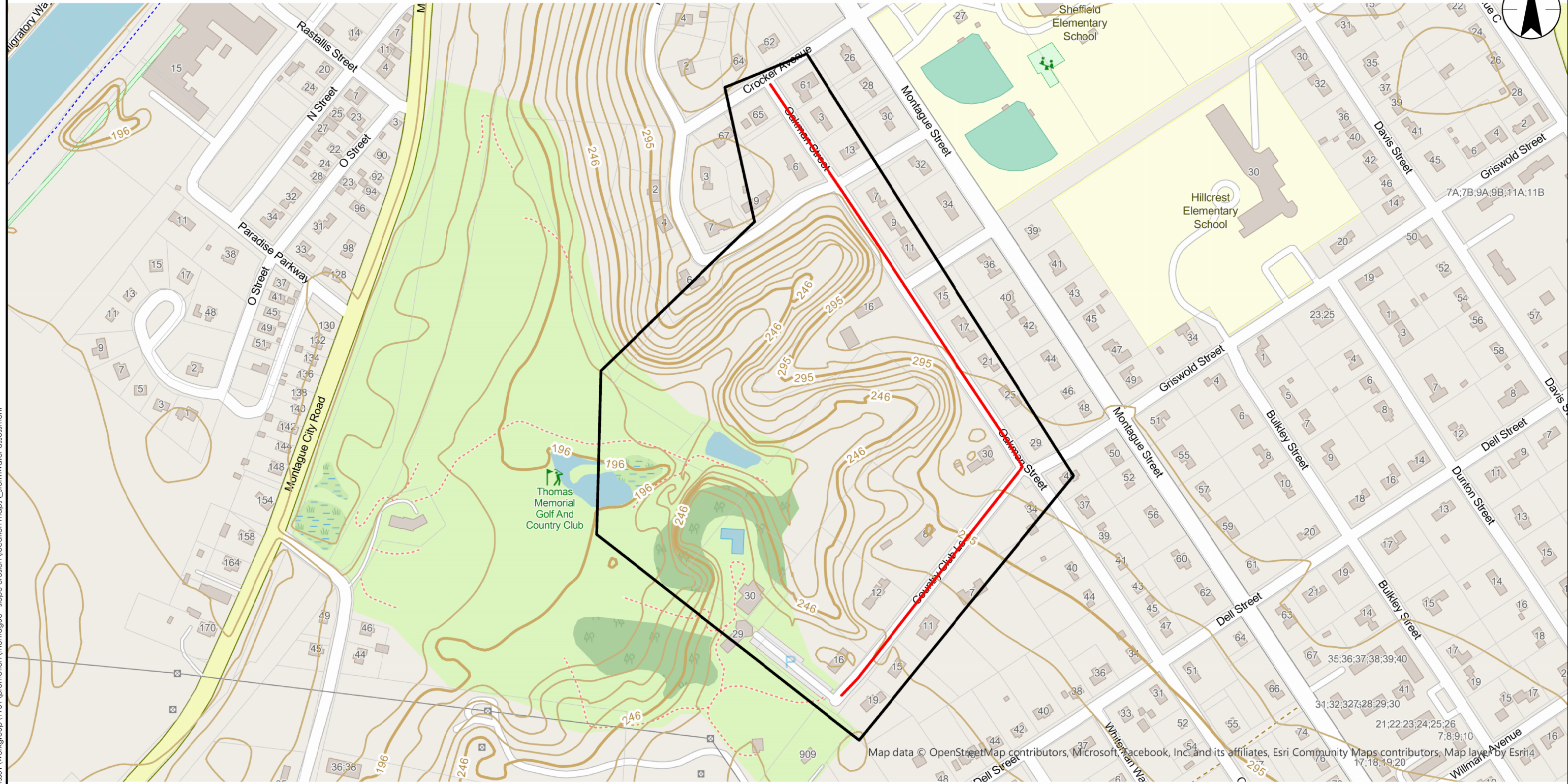


Daniel Tatem
Senior Associate
Phone: 603-218-9739
Fax: 603-669-7636
Dan.Tatem@stantec.com

Attachment: A. Location Maps
B. Level of Effort Summary
c. Tom Bergeron, Town of Montague, MA
Rene LaBranche, Stantec

rb document2

ATTACHMENT A :
SITE LOCATION MAPS



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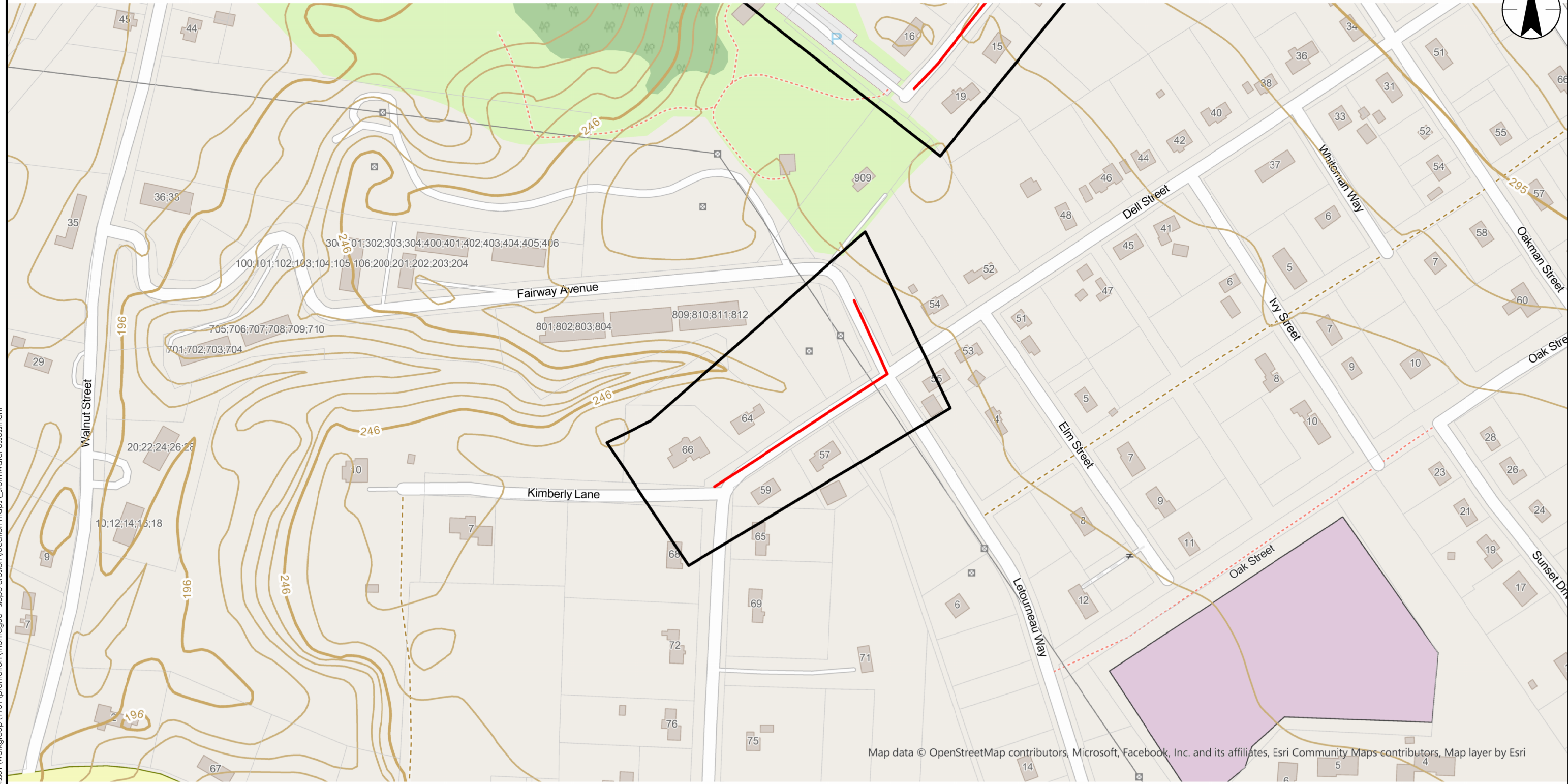
Client/Project
MONTAGUE, MA

STORM DRAIN OUTFALL
REPAIRS - OAKMAN ST &
COUNTRY CLUB LN

Project No.
195189006

Title
STORMWATER ASSESSMENT

Revision	Date
-	2024.04.04
Reference Sheet	Figure No.
-	2-1



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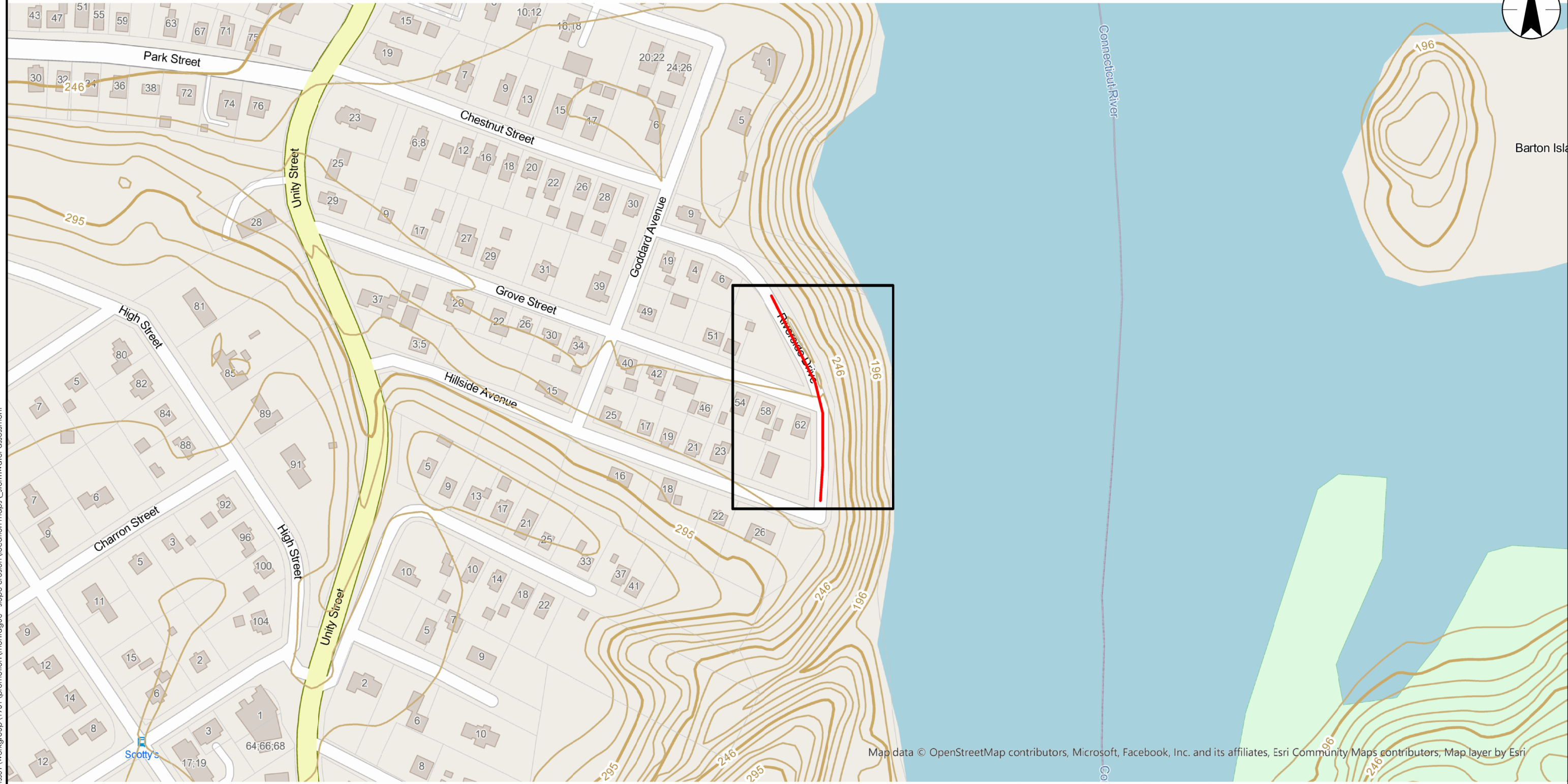
Client/Project
MONTAGUE, MA

STORM DRAIN OUTFALL
REPAIRS - OAKMAN ST &
COUNTRY CLUB LN

Project No.
195189006

Title
STORMWATER ASSESSMENT

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-	2024.04.04
Reference Sheet	Figure No.
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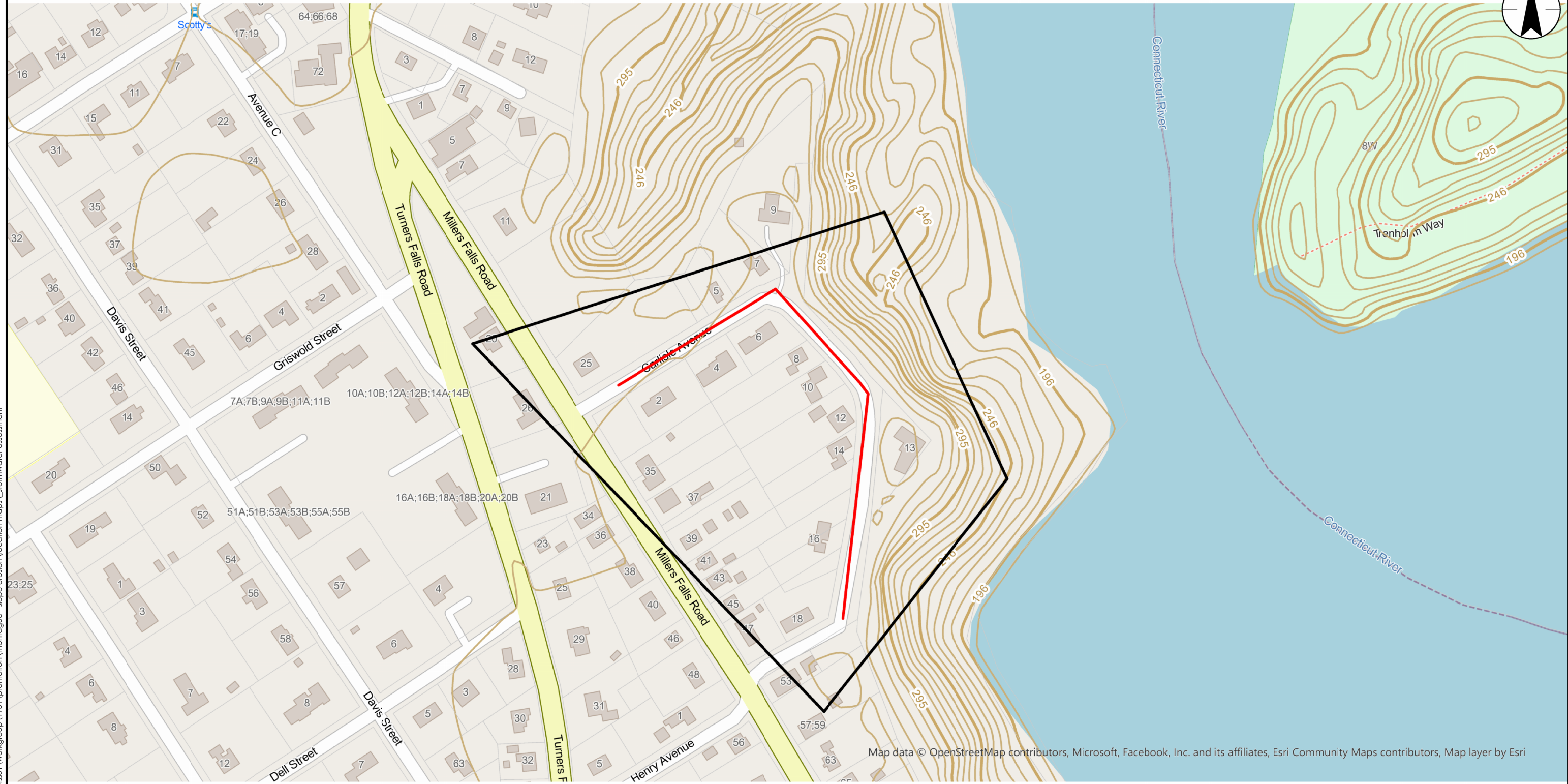
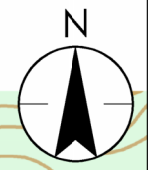
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MONTAGUE, MA

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REPAIRS - OAKMAN ST &
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Project No.
195189006

Title
STORMWATER ASSESSMENT

Revision	Date
-	2024.04.04
Reference Sheet	Figure No.
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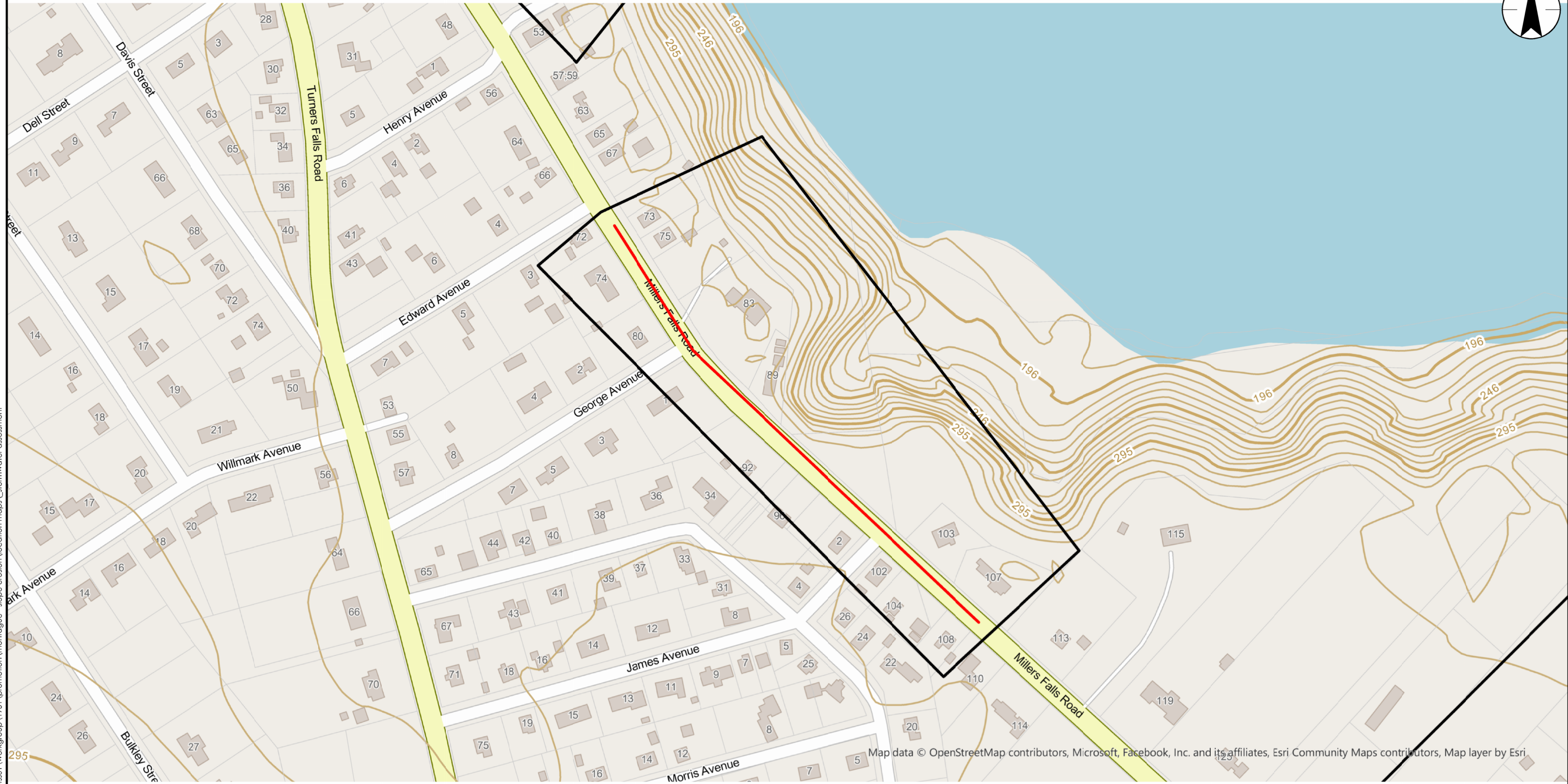
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REPAIRS - OAKMAN ST &
COUNTRY CLUB LN

Project No.
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Title
STORMWATER ASSESSMENT

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Reference Sheet _____ Figure No.
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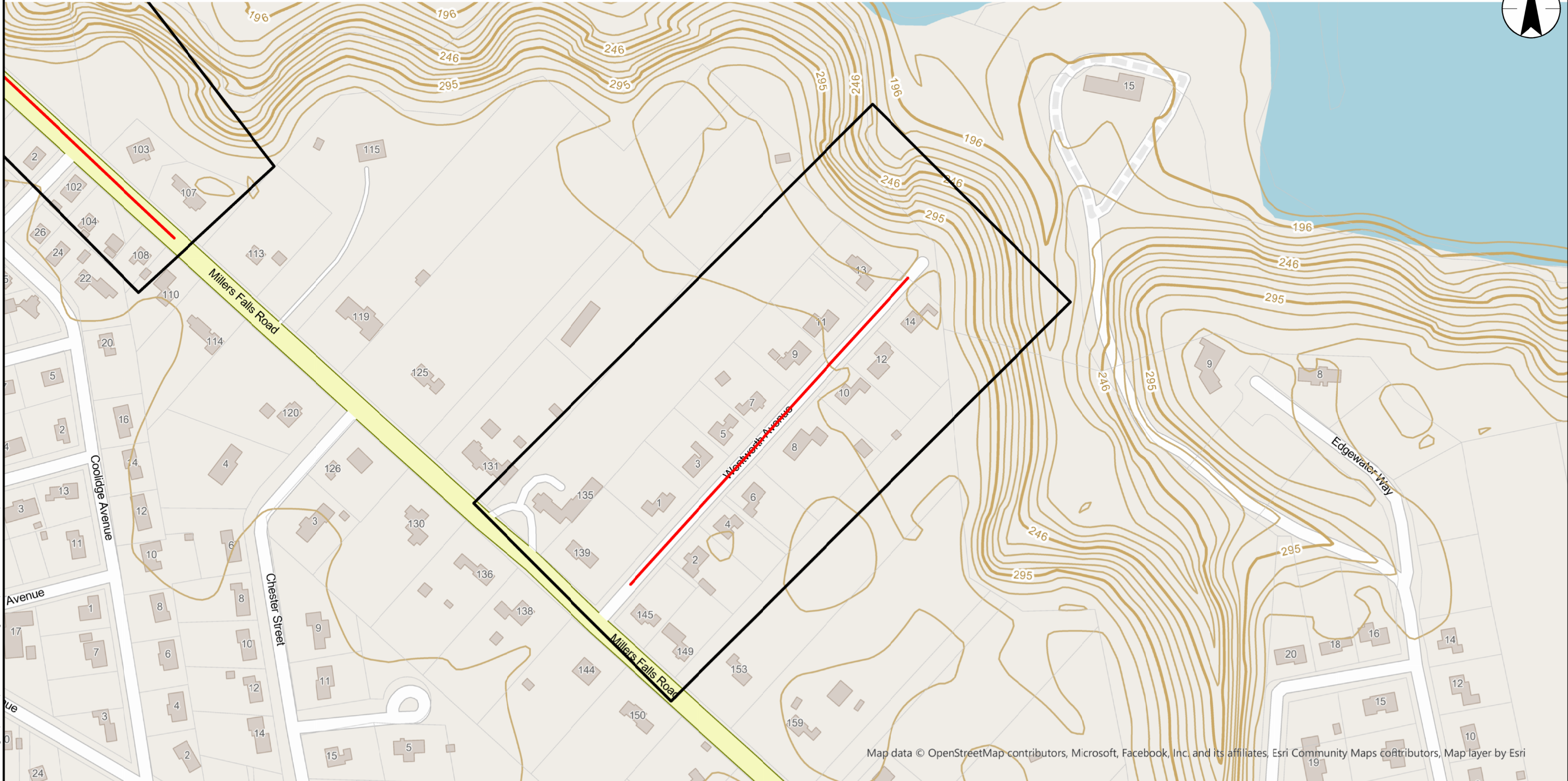
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STORM DRAIN OUTFALL
REPAIRS - OAKMAN ST &
COUNTRY CLUB LN

Project No.
195189006

Title
STORMWATER ASSESSMENT

Revision	Date
-	2024.04.04
Reference Sheet	Figure No.
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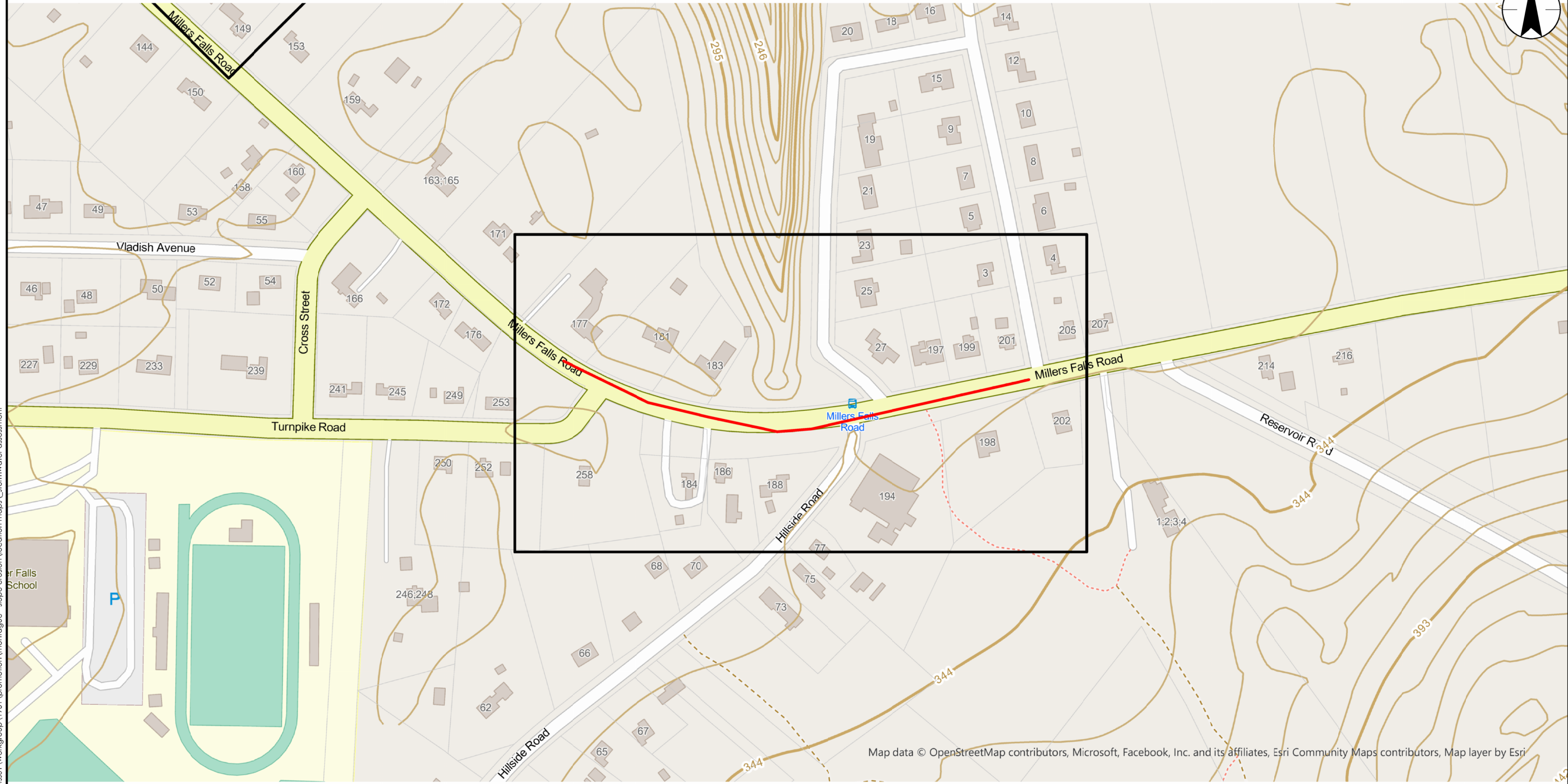
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STORM DRAIN OUTFALL
REPAIRS - OAKMAN ST &
COUNTRY CLUB LN

Project No.
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Title
STORMWATER ASSESSMENT

Revision	Date
-	2024.04.04
Reference Sheet	Figure No.
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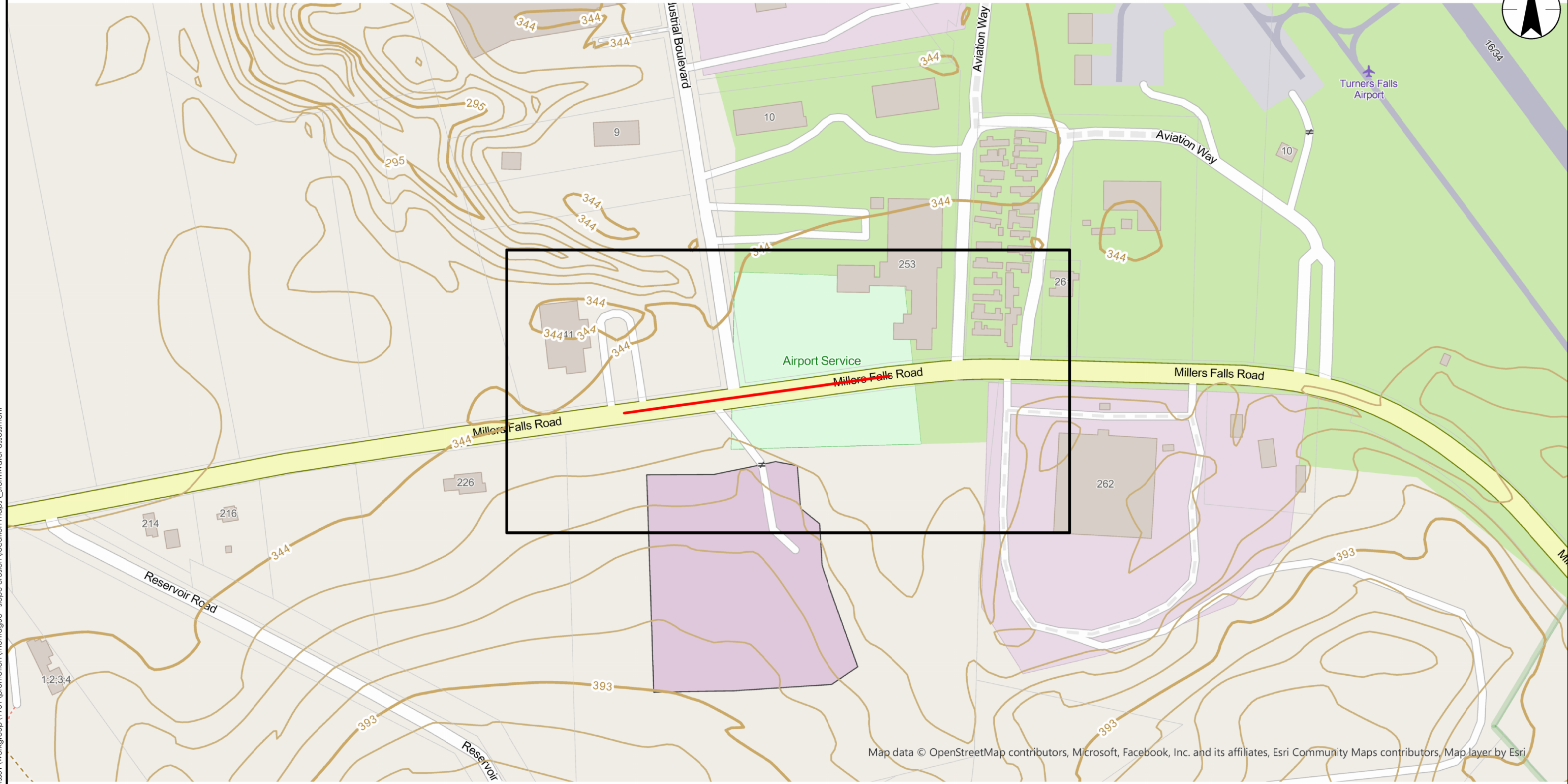
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REPAIRS - OAKMAN ST &
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Project No.
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Title
STORMWATER ASSESSMENT

Revision	Date
-	2024.04.04
Reference Sheet	Figure No.
-	2-7



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COUNTRY CLUB LN

Project No.
195189006

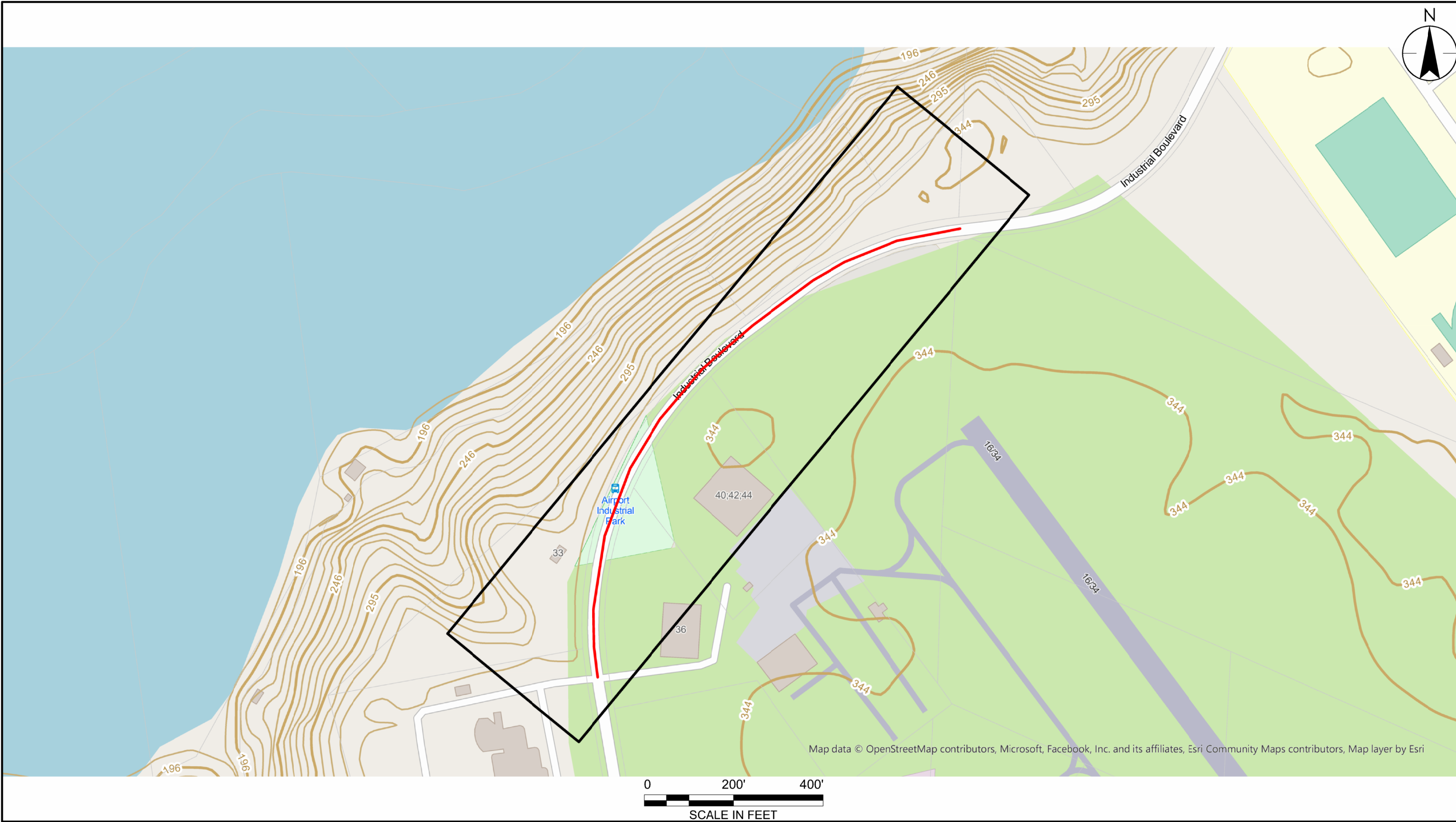
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Revision _____ Date
- _____ 2024.04.04

Reference Sheet _____ Figure No.
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Client/Project
 MONTAGUE, MA

STORM DRAIN OUTFALL
 REPAIRS - OAKMAN ST &
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Project No.
 195189006

Title
 STORMWATER ASSESSMENT

Revision	Date
-	2024.04.04
Reference Sheet	Figure No.
-	2-9

ATTACHMENT B :
LEVEL OF EFFORT SUMMARY



SUMMARY REPORT

Project Company	Stantec US Business Group
Project Currency	US Dollar
Project Type	Time & Material

Project Number	195189006
Project Name	Town Wide Slope and Outfall Failures
Client Name	Town of Montague, MA
Business Centre	BC-1951 Water-US Northeast
Project Manager	Ruoff, Bryan
Project Technical Lead	Garner, Cyrus

Project Summary	Total Fee
Labour	\$104,466.00
Expense	\$1,287.00
Subs	\$31,374.00
Total	\$137,127.00

Planned Start Date	Planned End Date
2024-06-01	2024-10-10

Name	Role	Billing Rate	Hours	Sub-Total Fee
LaBranche, Rene	Principal in Charge	\$237.00	16.00	\$3,792.00
Ruoff, Bryan	PM	\$174.00	127.00	\$22,098.00
Garner, Cyrus	Geotech LEAD/PTL	\$149.00	100.00	\$14,900.00
D'Agostino, Nicholas	Geotech IR	\$237.00	8.00	\$1,896.00
Appiah, Varouna	Engineer	\$132.00	212.00	\$27,984.00
Drescher, Bill	Engineer	\$119.00	214.00	\$25,466.00
Poirier, Jacob	Boring Inspector	\$119.00	70.00	\$8,330.00
			747.00	\$104,466.00

Expense	Billing Rate	Units	Sub-Total Fee
Travel	\$0.64	2,000.00	\$1,287.00
			\$1,287.00

Subs	Billing Rate	Units	Sub-Total Fee
Subconsultants	\$1.05	29,880.00	\$31,374.00
			\$31,374.00

DRAFT Integrated Host Community Agreement
Between
Town of Montague, Massachusetts
and
253 ORGANIC, LLC

This Host Community Agreement (“HCA”) is made by and between the Town of Montague, a Massachusetts municipal corporation with an address of One Avenue A, Turners Falls, MA 01376, acting by and through its Selectboard (“Town”), and 253 Organic, LLC, a Massachusetts limited liability company with a principal place of business at 253 Millers Falls Road, Turners Falls, MA 01376¹, (“Operator”). The Town and Operator collectively are referred to as the “Parties.”

WHEREAS, the Town and the Operator entered into a Host Community Agreement, dated April 2, 2018 (the “HCA”), to locate a licensed marijuana retail establishment, marijuana cultivation establishment, and marijuana product manufacturer establishment (collectively and individually, the “Facility”) at the property known as 253 Millers Falls Road, Turners Falls, Massachusetts;

WHEREAS, Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), amends G.L. c. 94G, §3 relative to host community agreements and community impact fees effective November 9, 2022;

WHEREAS, on January 23, 2023, the Town and the Operator executed the “First Amendment to the HCA dated April 2, 2018 in order to gain compliance with the Act;

WHEREAS, the Operator commenced operations at the Facility on September 5, 2019 and wishes to continue operations in the Town;

WHEREAS, the Operator has agreed upon the provisions of a Special Permit with Site Plan Review #2023-04 that was granted by the Montague Planning Board and filed with the Montague Town Clerk on January 25, 2024;

WHEREAS, the Operator shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Operator and the Town intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment with such operations to be conducted in accordance with applicable zoning, laws, bylaws, or ordinances of the Municipality.

Commented [SMTA1]: Incorporated from Model HCA template with revisions for consistency or reference.

¹ Turners Falls is a village in the Town of Montague.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.
2. The Operator hereby agrees and acknowledges that any and all Prior Payments made by the Operator are reasonably related to past, present, and future Town Costs. The Operator agrees and acknowledges that it shall not challenge the Town costs or seek reimbursement of the Prior Payments, or a portion thereof, under any circumstances even if otherwise permitted by law. The Town agrees that future costs, excepting those noted below in Section 6, incurred by the Town are covered by unexpended Prior Payments that exist at the time of the signing of this Amendment and will not seek reimbursement for future costs, excepting those noted below in Section 6, under any circumstances.

1. Local Concerns

The Operator agrees and acknowledges that in the event the Town receives complaints with respect to the failure to mitigate conditions at the Facility, the Operator shall meet with the Town's Selectboard or its designee, and shall, at the Selectboard's request, take additional mitigation measures, at the Operator's sole expense, to address the specific nature of the complaints to the Town's reasonable satisfaction including, but not limited to, having its odor prevention mechanisms and technologies reviewed and assessed by an Independent Engineer to address the nature of odor complaints to the best practicable engineering capability.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, or the Town's local bylaws, regulations or special permit conditions, with respect to complaints and violations.

1-2. Re-opener/Review

In the event the Operator enters into a host community agreement that contains nonmonetary terms that are superior to what the Operator agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

2-3. Local Preference

To the extent consistent with State and Municipal law and regulations, Operator shall give hiring preferences to residents of the Town who otherwise meet the qualifications for employment at the Facility, and will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the

Commented [SMTA2]: Possible revised language would better align with model HCA and accomplish same:

"The Operator hereby agrees and acknowledges that any and all Prior Payments made by the Operator were made in accordance with G.L. c.94G, §3(d) as written at the time of the agreement. Following implementation of Chapter 180 of the Acts of 2022, the Parties agreed that all payments would be waived for 2022 and no future payments would be made. The Operator agrees and acknowledges that it shall not seek reimbursement of the Prior Payments, or any portion thereof, under any circumstances, even if otherwise permitted by law.

Commented [SMTA3]: This no longer has meaning due to removal of impact and community donation sections - should be deleted.

Commented [SMTA4]: Consider replacing with the first section of what is in the model plan with regard to hiring preference, but perhaps omit subsequent clauses, as below...

Add: Equity and Local Opportunities.

a) The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.

We previously have cautioned against adding the following, not wanting the Town to be accountable for reviewing such plans, which are more reasonably within the purview of the CCC relicensing process:

b) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.

c) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.

provision of goods and services called for in the construction, maintenance and continued operation of the Facility.

3-4. Security

Operator shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

4-5. Duration and Termination

This Agreement shall continue in effect for a term of eight (8) years from the date that the Operator first commenced operations at the Facility unless terminated in accordance with the following provisions.

The Town may terminate this Agreement for cause by providing written notice to the Operator in the event that: (i) Operator with substantial willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to the Operator of written notice of such violation; (ii) Operator fails to make payments to the Town as required under this Agreement, and such failure remains uncured for ten (10) days following the Town's issuance to Operator of written notice of such violation; (iii) there is any other material breach of the Agreement by the Operator, which breach remains uncured for thirty (30) days following the Town's issuance to Operator of written notice of such violation; or (iv) the Operator's license is revoked by the Commission.

In the event of termination of this Agreement, the Operator shall immediately cease all operations at the Facility.

5-6. Surety/Closure and Clean-Up

In the event the Operator ceases operations at the Facility for a period greater than sixty (60) days with no substantial action taken to reopen, the Operator shall remove all growing materials, plants, chemicals or hazardous materials, and cannabis paraphernalia from the Facility within one-hundred-twenty (120) days of such cessation. The Parties acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein will cause actual damage to the Town, which damages are difficult or impracticable to calculate. Thus, in the event that such materials are not removed within said timeframe, the Operator shall pay to the Town as liquidated damages, and not as a penalty.

6-7. Community Support

The, Operator in its sole discretion, may donate funds to local community initiatives in the Town as a good corporate citizen at any time it wishes. Such donations of volunteer time or

Commented [SMTA5]: 253 has requested this additional language form the HCA model agreement. Let's consider what may or may not be reasonable to integrate

Notice of Discontinuance of Operations.

a) The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice.

b) This Agreement shall be void in the event that the Company ceases operations of its Marijuana Establishment in the Municipality for a period of greater than 60 days without substantial action to reopen or relocates such operations outside of the Municipality. The Company shall provide notice to the Municipality no less than 90 days prior to cessation or relocation of operations.

money shall not be required, however, as obligations to the Town under this Agreement or otherwise.

7.8. Additional Obligations

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Operator shall not assign, or otherwise transfer or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee or successor entity submit all information deemed relevant to such transaction by the Town and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Operator's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Operator's takeover or merger by or with any other entity; (iii) the Operator's outright sale of assets and equity, majority stock sale to another organization or entity for which the Operator does not maintain a controlling equity interest; (iv) any other change in majority ownership or status of the Operator; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment that requires approval by the Commission.

8.9. Notice Requirements

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To TOWN: Town Administrator 1
Avenue A
Turners Falls, MA 01376

With a copy to: Montague Town Counsel KP
Law, PC
101 Arch Street 12th
Floor
Boston, MA 02110

To OPERATOR: 253 Organic, LLC
Attn: CEO
253 Millers Falls Road
Turners Falls, MA 01376

With a copy to:

The Wagner Law Group
c/o Tom Clarke
125 High Street, Oliver Street Tower, 5th Floor
Boston, MA 02110

9.10. Indemnification

Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of Operator's breach of this Agreement or the gross negligence or misconduct of Operator, or Operator's agents or employees.

10.11. Severability

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

11.12. Governing Law

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

13. Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Operator is a party or by which the Operator may be bound or affected.

14. Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Amendment on behalf of the Party for which he or she signs.

Terms not yet addressed that are referenced as required in HCA Guidelines

- A provision requiring the municipality to annually transmit its invoice of claimed impact fees to the licensee within one (1) month of the anniversary of licensee's final license date; and
- A provision explicitly identifying any generally occurring fees to be charged by the municipality to the licensee (i.e., water and sewer fees, trash pickup fees, property tax, etc.).

Commented [SMTA6]: Per "THEREFORE" #2 above, there will be no annual CIF, so I don't think this is necessary.

Commented [SMTA7]: Reference is to Generally Occurring Fees, defined as "those fees customarily imposed by the Municipality on non-cannabis businesses" operating within its confines and shall not be considered a CIF.

It requires all potential fees be listed, which could be done in a limited fashion or an exhaustive list. The Board has previously balked at this provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2024.

**TOWN OF MONTAGUE
SELECTBOARD**

253 ORGANIC, LLC

Richard Kuklewicz, Chair

Seth Rutherford, CEO

Christopher Boutwell, Vice Chair

Matthew Lord, Clerk

Exhibit A



340 The Bridge Street, Suite 204
Huntsville, AL 35806
256-430-3366
www.adsenv.com

Matthew Brown | Business Development Manager
51 Wentworth Ave, Suite 15 | Londonderry, NH 03053
MBrown3@idexcorp.com | 256.656.6385

Montague WPCF
4 Greenfield Rd,
Montague, MA 01351

Quote Reference: Montague.AMS.MA24
Date: 3.19.2024
Effective To: 6.19.2024

Year 1 (July 1, 2024 - June 30, 2025)

Description	Quantity	Unit Price	Ext. Price
Equipment O&M Visits (Per Visit) Each service visit will include • 3 Triton+ • 2 ECHO • Rain Alert III	3	\$3,596.67	\$10,790.00
Monthly CSO Reporting Includes 4 outfalls. Report delivered by 10 th day of each month	12	\$519.00	\$6,228.00
Webhosting and Wireless Communication Telecommunication service and web access for • 3 Triton+ • 2 ECHO • Rain Alert III Covers: July 1, 2023 - June 30, 2024	6	\$480.00	\$2,880.00
CSO Public Notification Yearly Service Fee Lump Sum Invoiced Yearly	1	\$3,750.00	\$3,750.00
Total:			\$23,648.00
Items may be taxable in accordance with local tax laws.			

Year 2 (July 1, 2025 - June 30, 2026)

Description	Quantity	Unit Price	Ext. Price
Equipment O&M Visits (Per Visit)	3	\$3,773.00	\$11,319.00
Monthly CSO Reporting	12	\$534.00	\$6,408.00
Webhosting and Wireless Communication	6	\$480.00	\$2,880.00
CSO Public Notification Yearly Service Fee	1	\$3,750.00	\$3,750.00
Total:			\$24,357.00
Items may be taxable in accordance with local tax laws.			

Year 3 (July 1, 2026 - June 30, 2027)

Description	Quantity	Unit Price	Ext. Price
Equipment O&M Visits (Per Visit)	3	\$3,952.67	\$11,858.00
Monthly CSO Reporting	12	\$550.00	\$6,600.00
Webhosting and Wireless Communication	6	\$480.00	\$2,880.00
CSO Public Notification Yearly Service Fee	1	\$3,750.00	\$3,750.00
Total:			\$25,088.00
Items may be taxable in accordance with local tax laws.			

Year 1+Year2+Year 3 = \$73,093.00



700 Middlesex Plaza 169 Main Street Middletown, CT 06457
860.343.8297

**EXHIBIT A
ON-CALL ENGINEERING SERVICES AGREEMENT
ENGINEERING SERVICES REQUEST FORM**

Project Name: <u>Wastewater Asset Vulnerability Inventory</u>	Project No. <u>T17624</u>
Client: <u>Town of Montague</u>	Prepared By: <u>Lisa Muscanell-DePaola</u>
Date: <u>4/8/2024</u>	

	Est. Hours	Estimated Fee
Description of Assignment: Technical Assistance for Development of Combined Sewer Collection System and Clean Water Facility (CWF) Asset Vulnerability Inventory		
Itemization of Tasks		
Refer to attached proposal letter dated March 15 2024	685, plus reimbursable expenses	\$109,995
Refer to attached PSA-Required Provisions for additional Terms & Conditions required by MassDEP's SRF Funding.		
TOTAL		\$109,995

TOTAL ESTIMATED FEE: \$109,995

I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between the Town of Montague (CLIENT) and WRIGHT-PIERCE dated August 8th, 2022. Such payment may be different than the "Estimated Fee" indicated.

SEEN AND AGREED TO BY: (CLIENT) _____ DATE: _____

(ENGINEER)  DATE: April 18, 2024

March 15, 2024

Mr. Steven Ellis, Town Administrator
1 Avenue A
Turner Falls, MA 01376

**SUBJECT: Town of Montague NPDES Permit Assistance
Technical Assistance for Development of Combined Sewer Collection System and Clean
Water Facility (CWF) Asset Vulnerability Inventory**

Dear Mr. Ellis,

The Town of Montague owns and operates a municipal Clean Water Facility (CWF) which was designed for an average daily flow of 1.83 million gallons per day (MGD) and discharges flow into the Connecticut River. The Town was issued a new NPDES permit effective January 1, 2024. The permit requires the Town of Montague to develop an (Climate) Adaptation Plan for Wastewater Treatment Systems and /or Sewer System. There are multiple components of the Plan including the "Identification of Vulnerable Critical Assets"; this is required to be completed within 24 months of the effective date of the permit, January 1, 2024.

Wright-Pierce has reviewed the issued NPDES Permit language and developed a scope and fee for technical services to perform the asset vulnerability inventory. This effort includes creating an asset inventory and screening those assets for flooding vulnerability using FEMA flood plain mapping.

Proposed Scope of Services

Task 1 – Evaluation and Analysis of Assets (Desktop Analysis)

Task 1 will include the following scope:

1. Identify, locate, and inventory sanitary sewer assets related to both the CWF and the collection system including Town owned pump stations and force mains, CWF structures, tanks, and buildings, CSO interceptors and discharges, sanitary sewer siphons, gravity sanitary sewer pipe, and sanitary sewer manholes. Wright-Pierce will use the existing GIS database, existing condition drawings of the CWF and pump stations supplied by the Town of Montague, and other information made available to Wright-Pierce as part of the CSO Long-Term Control Plan Update to identify and locate sanitary sewer assets.
2. Georeference the relevant Flood Insurance Rate Map (FIRM) panels, digitize the specific FEMA floodplain zones, and identify assets within the zones.
3. Utilize LIDAR data to assign elevations (example –top of concrete elevations for tanks or structures), and identify assets which fall into the 100-year and 500-year floodplains. All sewer collection system manhole rim elevations will be obtained in the field under Task 2.

4. Utilizing a list of assets that fall into the 100-year and 500-year floodplains, compare the asset elevation to both the baseline condition flood elevation and the future condition flood elevation¹. Assess the vulnerability of the asset to flooding.
5. For assets that are vulnerable to flooding, define the criticality of each asset and its related operations at the highest risk of malfunction under major storm and flood event conditions.

¹Wright-Pierce will use Freeboard Value and 500-year flood plain Approach (Approach B) as defined in the issued NPDES Permit Part 1.C footnote No. 8.

Task 2 - Asset Inventory (Field Work)

Task 2 will include the following scope:

1. Conduct up to 30 days of fieldwork (approximately 750 – 800 manholes total) to collect invert elevations, pipe size, and pipe materials. On average, 25-30 sewer manholes are expected to be inventoried per day. A National Association of Sewer Service Companies (NASSCO) Level 2 manhole inspection using a pole camera will be completed for each accessible manhole. Wright-Pierce will deploy a one-person crew in the field for data collection of this nature. A second person will be provided by the Town as in-kind services. The Town will provide traffic control including but not limited to certified flaggers, cones, and signage required for work zone safety also as in-kind services. Wright-Pierce will develop a Work Zone Safety Plan that will be shared with the Town of Montague for implementation.
2. Conduct up to 20 days of fieldwork (approximately 750-800 manholes total) to collect manhole rim elevations. Rim elevations will be obtained using a survey grade GPS unit which provides a vertical accuracy within 0.2 feet. Wright-Pierce will deploy a one-person crew in the field for data collection of this nature. The Town will provide traffic control including but not limited to certified flaggers, cones, and signage required for work zone safety also as in-kind services. Wright-Pierce will develop a Work Zone Safety Plan that will be shared with the Town of Montague for implementation.

Task 2 Item 1 will be completed by a field services staff member, and Task 2 Item 2 will be completed by a surveying technician trained in the use of the survey grade GPS unit. The manhole rim elevations will be collected in Fall 2024 when the tree cover is minimized and conditions are more favorable to utilize this technology.

Task 3- Technical Memorandum and GIS Database Deliverables

Wright-Pierce will prepare a draft technical memorandum that contains the asset inventory and vulnerability / criticality evaluation with updated GIS mapping attachments and submit it to the Town of Montague for their review. WP will also provide a separate, updated GIS database deliverable to the Town for integration into the Town's database. The NASSCO Manhole Assessment Certification Program (MACP) inspection data and field inspection photos will be provided with the database. We will meet virtually with the town to discuss the draft deliverables and integrate any written or verbal comments into the final deliverables within 15 business days of receiving final comments.

Inclusions/Exclusions

The scope of work described does not satisfy the full requirements of the Adaptation Plan within the NPDES Permit. The scope satisfies Component 1 of the Adaptation Plan (Refer to pages 12 and 13 of the NPDES Permit). The Town of Montague is required to meet Component 2: Adaptative Measures Assessment within 36 months of January 1, 2024 and Component 3: Implementation and Maintenance Schedule.

Wright-Pierce assumes that the Town will be responsible for locating and providing access the manholes being inspected. This responsibility can include, but is not limited to: shrub clearings, raising manhole frame and covers, and/or obtaining easement and right-of-way access. This scope and fee does not include in-person meetings to minimize reimbursable expenses for Tasks 1 and 3.

Proposed Schedule

A proposed schedule is detailed below. All work cannot begin until the final IUP is issued by the MassDEP, the grant application is submitted by Wright-Pierce on behalf of the Town, and the Town receives a formal grant award notification. All dates are subject to change and will be revised and confirmed once the final IUP is issued and the Town receives a formal grant award notification.

Asset Vulnerability Inventory Schedule		
Task	Approximate Start Date	Approximate End Date
Evaluation and Analysis of Assets ("Desktop")	April 2024	June 2024
Field Visits – Asset Inventory Manhole Inspections	May 2024	August 2024
Field Visits – Asset Inventory GPS Unit Rim Elevations ¹	October 2024	November 2024
Technical Memorandum and GIS Deliverables	November 2024	March 2025

¹This effort is anticipated to start after leaves fall. The manhole rim elevations will be collected in Fall 2024 when the tree cover is minimized, and conditions are more favorable to utilize this technology.

Compensation

Our fee for Scope Items 1 – 3, based on our Standard Billing Rates plus Reimbursable Expenses, shall not exceed **\$109,995**. The fee is further defined by each task below.

Item	Description	Estimated Hours	Labor Cost	Reimbursable Expenses	Total Cost
Asset Vulnerability Evaluations					
1	Evaluation and Analysis of Assets	113	\$14,732	\$0	\$14,732
2	Asset Inventory (Field Visits)	482	\$49,384	\$35,150 ¹	\$84,534
3	Technical Memorandum and GIS Deliverables – DRAFT and FINAL	90	\$10,729	\$0	\$10,729
Total		685	\$74,845	\$35,150	\$109,995

¹ Reimbursable expenses include but are not limited to daily mileage, lodging, use of the WP field vehicle and basic equipment, meals, and the month-long rental of the survey grade GPS unit. Further breakdown of reimbursable expenses is available upon request.

Upon review and approval of this proposal by the Town, Wright-Pierce will draft an Agreement for Engineering Services, or we can draft a task order under our current On-Call Agreement with the Town of Montague executed in August 2022. We can begin immediately upon receiving written authorization.

Sincerely,

WRIGHT-PIERCE



Christopher N. Pierce, PE
Vice President
chris.pierce@wright-pierce.com



Lisa M. Muscanell-DePaola, PE
Project Manager
lisa.muscanell@wright-pierce.com

Professional Services Agreement – Required Provisions

All contracts between SRF beneficiaries and professional services consultants shall contain the following provisions.

- (1) The owner and the contractor agree that the following provisions apply to the eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.
- (2) The work under this agreement is funded in part by the water pollution abatement fund. Neither the Commonwealth of Massachusetts nor the Massachusetts Department of Environmental Protection (MassDEP) nor the Clean Water Trust (the Trust) is a party to this agreement. As used in these clauses, the words "the date of execution of this agreement" means the date of execution of this agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.
- (3) The owner's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this agreement.
- (4) The contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the contractor under this agreement. The contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.
- (5) The contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable MassDEP requirements in effect on the date of execution of this agreement.
- (6) The owner's or MassDEP's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor MassDEP's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.
- (7) The contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the owner or MassDEP caused by the contractor's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent solely attributable to the owner, owner-furnished data or any third party not controlled by the contractor. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control. Where innovative processes or techniques are recommended by the engineer and are used, the engineer shall be liable only for gross negligence to the extent of such use.
- (8) The services to be performed by the contractor shall include all services required to complete the scope of work as defined and set out in the professional services agreement to which these provisions are attached in accordance with applicable regulations.
- (9) The owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made, and this agreement shall be modified in writing accordingly. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the contractor of the notification of change, unless the owner grants a further period of time before the date of final payment under this agreement.

- (10) No services for which an additional compensation will be charged by the contractor shall be furnished without the written authorization of the owner.
- (11) In the event that there is a modification of MassDEP's requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.
- (12) Either party may terminate this agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- (13) The owner may terminate this agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new phase) and the contractor is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- (14) If the owner terminates for default, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on services not performed or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs the owner incurs because of the contractor's default.

If the contractor terminates for default or if the owner terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred before the termination, in addition to termination settlement costs the contractor reasonably incurs relating to commitments which had become firm before the termination.

- (15) Upon receipt of a termination action under paragraphs (13) or (14), the contractor shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the contractor may have accumulated in performing this agreement, whether completed or in process.
- (16) Upon termination under paragraph (13) or (14), the owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the owner takes over for completion will be completed at the owner's risk, and the owner will hold harmless the contractor from all claims and damages arising out of improper use of the contractor's work.
- (17) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment of the price provided for in this agreement shall be made as paragraph (14) provides.
- (18) Except as this agreement otherwise provides, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction pursuant to the laws of Massachusetts.

- (19) The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on eligible work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of the cost submission and a copy of the cost summary submitted to the owner. The Governor, the Secretary of Administration and Finance, MassDEP and State Auditor's Office or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The contractor will provide proper facilities for such access and inspection.
- (20) The contractor agrees to include paragraphs (19) – (23) in all his contracts and all subcontracts directly related to project performance that are in excess of \$25,000.
- (21) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- (22) The contractor agrees to the disclosure of all information and reports resulting from access to records under paragraphs (19) or (20), to any of the agencies referred to in paragraph (19), provided that the contractor is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the contractor.
- (23) The contractor shall maintain and make available records under paragraph (19) and (20) during performance on eligible work under this agreement and until 7 years from the date of final payment for the project. In addition, those records which relate to any "Dispute", appeal under an assistance agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim, or exception if such date is later than seven years from the date of final payment.
- (24) (This clause is applicable if the amount of this agreement exceeds \$100,000). If the owner or MassDEP determine that any price, including fee, negotiated in connection with this agreement or any cost reimbursable under this agreement was increased by any sums because the contractor or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data, then such price, cost, or fee shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.
- (25) Any subcontractors and outside associates or consultants required by the contractor in connection with services under this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the owner specifically authorizes in writing during the performance of this agreement. The owner must give prior approval for any substitutions in or additions to such subcontractors, associates, or consultants.
- (26) In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.
- (27) The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- (28) If it is found, after notice and hearing, by the owner that the contractor, or any of the contractor's agents or representatives, offered or gave gratuities (in form of entertainment, gifts, or otherwise), to any official, employee or agent of the owner, or of the state, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determination related to the performance of this agreement, the owner may, by written notice to the contractor, terminate the right of the contractor to proceed under this agreement. The owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts upon which the owner bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this agreement.
- (29) In the event this agreement is terminated as provided in paragraph (28), the owner shall be entitled: (1) To pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the owner) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.
- (30) MassDEP has the right to use, duplicate, and disclose, in whole or in part, in any manner for any purpose whatsoever, any plans, drawings, designs, specifications, computer programs (which are substantially paid for with Trust funds), technical reports, operating manuals, and other work submitted with an application or which are specified to be delivered under this agreement or which are developed or produced and paid for under this agreement. The owner and the MassDEP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The contractor shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.
- (31) All such subject data furnished by the contractor pursuant to this agreement are instruments of his services in respect of the project. It is understood that the contractor does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the owner reuses the subject data without the contractor's specific written verification or adaptation, such reuse will be at the sole risk of the owner, without liability to the contractor. Any such verification or adaptation will entitle the contractor to further compensation at rates agreed upon by the owner and the contractor.



Highland Woods Natural Burial Ground

Please join the Montague Cemetery Commission
in dedicating Highland Woods.

Saturday, April 27th 10a.m
rain or shine

Highland Cemetery 398 Millers Falls Rd