

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, July 22, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/86242170144>

Meeting ID: 862 4217 0144 Passcode: 290127 Dial into meeting: +1 646 558 8656

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Minutes: Selectboard Meeting July 1 and July 8, 2024
3. 6:02 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. 6:05 **Chelsey Little, Clean Water Superintendent**
 - FY25 Sewer Rate Hearing
 - Award Septage Receiving Contract to Flowpoint Environmental Systems, Inc. for \$221,379.77 from ARPA funds.
 - Monthly Discharge Summary for June 2024
5. 6:25 **Personnel Board**
 - Town Accountant Hiring Committee Recommendation of finalist candidate for Town Accountant position: Angelica Desroches.
 - Appoint Zaharia Nichita to Zoning Board of Appeals as Alternate Member, 1 year, until 6/30/25 effective 7/23/2024
 - Request to issue Town Credit Card to Angela Amidon, Administrative Assistant for \$2,500.00
6. 6:35 **Bryan Camden, Airport Manager**
 - Request for town support to purchase a replacement mower (approximately \$16,059) ARPA as possible funding source
7. 6:45 **Suzanne LoManto, RiverCulture**

Pocumtuck Homeland Festival, August 3 and 4, 2024

 - Request to close First Street from top of hill (by Maple St.) and at the corner of L Street as well as Unity Park Hill, please see map attached in meeting material
 - Entertainment Permit
 - Execute Agreement with Northfield Mountain LLC/FirstLight MA Hydro for use of property along the river for Pocumtuck Homeland Festival, August 2 – 4 2024
8. 6:55 **Maureen Pollock, Town Planner**
 - Proposed Open Space and Recreation Plan Update – Authorization to apply for FY2025 Land Use Planning Assistant Grant.
 - Shea Mural Project Update
 - Complete Streets Project Planning

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9. 7:05

Assistant Town Administrators Business

- Consider Statement of Support for Paint Stewardship Legislation to House Committee on Ways and Means
- South Ferry Road Culvert Replacement Update
- Montague City Road Flooding Project
 - Closeout grant with Massachusetts Emergency Management Agency (MEMA).
 - Final Amendment #3 with Wright-Pierce for Construction Engineering Services (\$9,169.00) for final stages of project sitework and closeout. To be paid from a capital article appropriation.
- Other Project Updates

10. 7:15

Town Administrators Business

- Casella Trash Collection Updates
- Strathmore Demolition Project next steps
- Avenue A Ramp Design proposal (\$4,200) at 102-108 Ave A
- Planning for Town Employee Appreciation Cookout August 22, 2024
- Household Hazardous Waste Collection Day Sept 1
- Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, August 5, 2024 at 6:30 PM, at 1 Avenue A, Turners Falls and via ZOOM



Town of Montague

Clean Water Facility
 34 Greenfield Road
 Montague, MA 01351-9522
cwf.supt@montague-ma.gov

(413) 773-8865
 FAX: (413) 774-6231

TO: Sewer Commission, Tax Collector, Town Accountant, Town Administrator
 FROM: Chelsey Little, Superintendent CWF
 DATE: July 17, 2024

Sewer Rates FY 2025

I.	Residential Customers: Turners Falls, Montague Center, Montague City, Lake Pleasant, Millers Falls, Gill	Proposed Rate: \$18.00/1000 gallons Previous Rate: \$18.39/1000 gallons Gill: \$17.03/1000 gallons
II.	Industrial Customers	Proposed Rate: \$18.39/1000 gallons Previous Rate: \$18.39/1000 gallons
III.	12-Month Flat Rate (based on avg. res. usage)	Proposed Rate: \$930.00/year Previous Rate: \$967.32/year
IV.	Minimum Connection Charge	Proposed Rate: \$300/year Previous Rate: \$154.92/year

Septage Receiving:

In Town & Town of Gill:

= \$95/1,000 gallons

Out of Town:

= \$115/1,000 gallons

Trucked-in Solids:

=Price to be negotiated between Town&FCSWMD

RV's:

=\$20 per disposal

Other:

Interest Rate – 14% per Annum

Demand Charge - \$5.00

NEW Rate Calculation Method

				Estimated FY25 Budget					
2024 Rate	\$ 18.39		expenses		\$ 3,119,324.00				
Non-Industrial proposed 2025 Rate I	\$ 18.00		less septage rev		\$ (200,000.00)				
Industrial proposed 2025 Rate II	\$ 18.39		less I/I rev		\$ (359,492.00)				
Proposed 2025 Rate III (only sewer connection, average)	\$ 930.00		less projected est. Industrial rev		\$ (360,000.00)	\$ 413,495.47			
Proposed 2025 Rate IV (min charge)	\$ 300.00		total est. residential rev needed		\$ 2,199,832.00				
			total est. residential revenue		\$ 2,132,972.24	\$ 2,208,752.24			
Estimated non-I usage using 2021 as basis	120082								
Estimated I usage using 2021 as basis	22485		total metered revenue needed		\$ 2,559,832.00	Res/gill/ind			
			total estimated revenue generated		\$ 2,622,100.60	\$ 62,268.60	surplus/deficit		
account	Account Rate	usage for projection	2022 annual bill	Fixed FY25	Variable FY25	total bill FY25	delta	% change	
0 II		8	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	100%	
0 II		8	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	100%	
1 II		50	\$ 847.00	\$ -	\$ 900.00	\$ 900.00	\$ 53.00	6%	
2 II		22	\$ 372.68	\$ -	\$ 396.00	\$ 396.00	\$ 23.32	6%	
3 II		18	\$ 304.92	\$ -	\$ 324.00	\$ 324.00	\$ 19.08	6%	
4 II		28	\$ 474.32	\$ -	\$ 504.00	\$ 504.00	\$ 29.68	6%	
5 III		8	\$ 937.44	\$ 930.00	\$ -	\$ 930.00	\$ 62.56	6%	
Average Res Bill						\$ 927.07			

IOC

	FY21 Budget Actual Rev	FY22 Budget Actual Rev	FY23 Budget Est Rev	FY24 Budget Est Rev	FY25 Budget Est Rev
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Amount Needed (from budget requests)	2,419,509	2,586,971	2,872,377	2,877,652	3,119,324
CWF Tax Liens Redeemed	3,445	7,516			
CWF Sewer Liens Redeemed	112,118	76,504			
CWF Interest & Demands	15,558	15,548	10,000	10,000	20,000
CWF Industrial Sewer	370,134	509,669	517,440	400,000	360,000
CWF Residential Sewer	1,709,956	1,752,954	1,941,057	1,922,014	2,021,111
CWF Gill					146,000
CWF Septage Fees	49,121	173,818	146,400	218,000	200,000
CWF Biosolids Handling					50,000
CWF Investment Income	3	3			
CWF Misc Revenue	317	6,070			
CWF MWPAT Subsidy					
CWF Bond Premiums					
CWF Transfer from GF-I&I	220,559	251,228	266,439	286,900	359,492
CWF Transfer from CPF	124,560				
Total	2,605,771	2,793,310	2,881,336	2,836,914	3,156,603
Retained Earnings to reduce rates					

CWF Operating Budget				2,175,090	
CWF DPW Subsidiary				85,150	
CWF Debt				453,305	
CWF Employee Benefits				380,211	
remove MF overage and Budgeted Surplus					
Special Articles from SUF					
				<u>3,119,324</u>	

FY24 Commitment #1 x2 less abatements to date, actual FY23 updated based on 12/31 YTDx12 for 380,000

Special Articles from SUF WAG	UE	28,601
Total Needed	Nage	692
	Non-Union	2,682
less fixed revenues	Elect	45,000
Residential rev needed		76,975
Increase from PY Commitments		
% increase from PY based on PY1 Commitments	started at 9	
% increase if no Sp Articles		

Old Rate Calculation Method

		(560,000)	
		2,559,832	
		637,818	
		33.18%	
		33.18%	
Rates	FY24	FY25	
Gill	\$ 17.03	\$ 22.68	
T Falls, Mont Center, Mont City, Lake P	\$ 18.39	\$ 24.49	
Millers	\$ 18.39	\$ 24.49	
Industrial	\$ 18.39	\$ 24.49	
12 month Flat	\$ 967.32	\$ 1,288.28	
Minimum	\$ 154.92	\$ 206.32	



CWF Septage Receiving Station AGREEMENT FOR SERVICES

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Flowpoint Environmental Systems Inc., with an address of 191 University Blvd #467 Denver, CO 80206-4613, hereinafter referred to as "Contractor", effective as of the **22nd day of July, 2024**. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services/equipment necessary for the Septage Receiving Station, including the scope of services and conditions as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 22nd, 2024 through October 22nd, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$221,379.77**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town, if applicable. Other payment methods approved as mutually agreed upon.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No

amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$3,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town. These certificates will be updated and submitted annually.

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

_____ Richard Kuklewicz

_____ Matt Lord

Printed Name and Title

_____ Chris Boutwell

Approved as to Availability of Funds:

_____ (\$_____)
Town Accountant Contract Sum



Flowpoint Environmental Systems Inc.
 191 University Blvd #467
 Denver, CO 80206-4613
 USA
 Phone: (877) 655-5585 Fax: (888) 655-5588
 Email: sales@flowpointsystems.com

PRICE QUOTATION

Quotation Number: 0324-S-0035
 Quotation Date: 2024-07-08
 Expiration Date: 2024-09-30
 Ship Via: INCLUDED
 FOB: FOB FACTORY
 Sales Person: JAY MORRISON
 Terms: NET 30 DAYS

To: TOWN OF MONTAGUE
 1 AVENUE A
 MONTAGUE, MA 01376
 Attn:CHELSEY LITTLE

Line	Part No	Description	Quantity	Rate	Extended
1	SEWAGE GENERAL-4"	4" SEWAGE GENERAL INCLUDES:" INSULATED ENCLOSURE THA T C/W 4" ACTUATED PLUG VALVE, 4" MAGNETIC FLOW METER, 316SS PIPING,(1) INTERIOR AND (1) EXTERIOR LED LIGHTING, AND (1) 1500 WATT HEATERS.	1.00	-	-
2	AUTOMATED FLUSH-1"	1" FLUSH LINE C/W BACKFLOW PREVENTION	1.00	-	-
3	CONTROLS-TW-AL-PR	ACCESS TERMINAL C/W PRINTER 20" WIDE X 22" TALL X 16" DEEP NEMA 3R POWDERCOATED ALUMINUM INCLUDES ALLEN BRADLEY PLC AND FLOWPOINT STAINLESS STEEL KEYPAD THROUGH WALL MOUNT	1.00	-	-
4	ROCK TRAP-4"	4" ROCK TRAP ASSEMBLY	1.00	-	-
5	MUFFIN MONSTER-4"	4" GRINDER-30004T-1204-DI,5 HP,600/3/60	1.00	-	-
6	PH-RETRACTABLE	ONLINE PH ANALYTICAL CONTROL PACKAGE	1.00	-	-
7	AUTOMATED SAMPLER	INTEGRATED 24 BOTTLE REFRIGERATED SAMPLER	1.00	-	-
8	HOSE REEL PACKAGE-1"	1" HOSE C/W REEL AND SWIVEL	1.00	-	-
9	CELLULAR COMMUNICATION	CELLULAR COMMUNICATION PACKAGE	1.00	-	-
10	ANNUAL CLOUD SERVICE	ANNUAL CLOUD SERVICE 1 YEAR PRE-PAID SUBSCRIPTION	1.00	-	-
11	ONSITE STARTUP	ONE DAY ONSITE STARTUP	1.00	-	-
12	FREIGHT	FREIGHT ALLOWED TO SITE	1.00	-	-
ALL PRICES ARE IN US DOLLARS			Quotation Total:	\$221,379.77	

This is a quotation on the goods named, and is subject to the following conditions:

- Taxes are not included.
- Installation is by others. Owner is responsible for all utility service connections including water service to and from station. Owner is responsible for offloading and / or storing the station until it is installed.
- All Shop Drawing Submittals and O&M Manuals are in Electronic Form (PDF) only. Hard copies, binding, and printing costs are by others
- Payment Terms: 20% on approval of shop drawings, 80% on delivery of goods.
- Start Up services require: 1. Minimum 3 weeks notice to book 2. Completion of Start-up readiness checklist.

Montague Permitted Discharge Summary June 2024

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.645
BOD mg/L	30 mg/L (Average Monthly Max)	9.5
BOD % Removal	>/= 85.0% (Average Monthly)	87.5%
TSS mg/L	30 mg/L (Average Monthly Max)	10.0
TSS % Removal	>/= 85.0% (Average Monthly)	96.2%
pH Low	6.0 SU (Daily)	7.19
pH High	8.3 SU (Daily)	7.85
<i>E. coli</i> (Daily)	409.0 MPN (Daily Max)	161.6
<i>E. coli</i> (Rolling)	126.0 MPN (Geomean Average)	11.4
Total Chlorine	1.0 mg/L (Daily Max)	0.9
Total Nitrogen	153 lbs/day (Average Monthly Max)	26.2

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

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

*Note: Summary subject to change pending final data review and submittal to EPA/DEP

To: Montague Selectboard

From: Town Accountant Hiring Committee

Date: 7/17/2024

RE: Town Accountant Hiring Committee Report and Recommendation

The Town Accountant Hiring Committee convened 3 times since June 17 to solicit and screen candidates. Eleven (11) applications were received and reviewed in executive session. The Committee invited three (3) candidates to interview in executive session.

On July 17, the hiring committee voted unanimously to recommend that Angelica Desroches be advanced to the Selectboard as the sole finalist for the position of Town Accountant.

Angelica is currently the City Accountant for Greenfield and she has experience as the accountant for smaller communities in the Pioneer Valley including Leyden and Cummington. The Hiring Committee finds that Angelica has the credentials, skills, and aptitude to effectively manage the Accounting Department. Her experience will facilitate a smooth transition in leadership in the Accounting Department and at Town Hall. Montague is an opportunity for her to grow her career while staying local.

Of the 11 candidates, Angelica was the sole candidate that fully met the minimum job requirements in terms of municipal accounting experience and education. In this process, the sole eligible candidate (Angelica) demonstrated exceptional qualifications for the position. The Committee unanimously recommends the candidate.

Respectfully,

Hiring Committee Members : Carolyn Olsen, Brandy Patch, Walter Ramsey, Eileen Seymour, Karen Tonelli, Deb Underhill, Francia Wisnewski



Angelica L. Desroches

TO

Montague Town Accountant Hiring Committee
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Montague Town Accountant Hiring Committee:

I am excited for the opportunity to apply for the Town Accountant position with the Town of Montague. I have been interested in the position since hearing about Carolyn's retirement this year. I had the pleasure of working with both Carolyn and Steve on the GMTA board and admired their calm confidence and respectful working relationship during this time. The work environment and atmosphere of Montague appeals to me and is one in which I believe I could thrive in.

I have worked hard over my years in Greenfield to make sure that I am considered a reliable and supportive team member. There were many times in which offices were short staffed and I was quick to step up to assist in completing essential tasks. A prime example of this was in fiscal year 2022 when the City of Greenfield had no Chief Assessor during December which is when the 3rd and 4th quarter tax bills needed to be sent out. I spent weeks in the Assessor office working with the various software support lines learning the billing process and correcting errors in the import files to make sure that the bills were able to get out on time.

My willingness to assist departments has also allowed me to learn various aspects of municipal functions and financial operations. I completed all three MCPPO courses which has allowed me to offer support to the Procurement department on major projects and when they are shorthanded. I have filled in as Finance Director for the City numerous times and helped to make sure that the financial operations of the City were able to continue smoothly. Each time I filled this role I was able to push my knowledge and understanding of municipal fiscal systems to another level.

I believe that my experience in the City of Greenfield and the Town of Leyden has thoroughly prepared me for the Town Accountant position in Montague. I know Carolyn has had a long tenure with Montague and that she leaves behind an incredible financial legacy, which I hope to be given the opportunity to continue. My goal would be to add to this legacy by using technology to increase financial system integration between departments while offering more transparency to the constituents.

Sincerely,

Angelica Desroches

June 25, 2024



Angelica L. Desroches

EDUCATION

Masters of Science in Accounting	July 2018
<i>Bay Path University, Longmeadow, MA</i>	
Undergraduate Prerequisites for Masters of Science in Accounting	Spring 2015
<i>University of Massachusetts and Westfield State University, MA</i>	
Accounting Systems Certificate	Fall 2013
<i>Holyoke Community College, Holyoke, MA</i>	
Bachelor of Arts in Economics, magna cum laude	Spring 2009
<i>Mount Holyoke College, South Hadley, MA</i>	

CERTIFICATIONS/COURSES

Certified Government Accountant	May 2022
<i>Massachusetts Municipal Auditors' and Accountants' Association (MMAAA)</i>	
Supplies and Services Contracting	August 2022
<i>Office of Inspector General, MA</i>	
Design and Construction Contracting	June 2022
<i>Office of Inspector General, MA</i>	
Public Contracting Overview	May 2022
<i>Office of Inspector General, MA</i>	
Assessors 101	June 2022
<i>Division of Local Services, MA</i>	

EXPERIENCE

City Accountant	July 2020 – Present
<i>City of Greenfield, Greenfield, MA</i>	
<ul style="list-style-type: none">• Maintains accurate and complete general and subledgers in accordance with GAAP and MGL.• Prepares and submits reports to keep the City in compliance with State, Federal, and Local regulations.• Works with Finance Director and department heads to complete the annual operating and capital budgets.• Completes an annual independent audit and works as City liaison to complete it.• Processes journal entries, reconciles accounts, and makes corrections to maintain accurate records.• Collaborates with Procurement Officer to make sure that projects are being completed in accordance with State regulations and the procedures of the Finance office.	

- Maintains Munis accounting system including, all financial records, roles, permissions, and continuously works to implement new modules to improve processes and efficiencies in the City.
- Oversees the Accounts Payable and Payroll functions and supervises the staff that occupy these roles.

Town Accountant

September 2020 – Present

Town of Leyden, Leyden, MA

- Prepare accounts payable and payroll warrants on a biweekly basis.
- Complete accounting transactions and prepare reports in accordance with GAAP and MGL.
- Posts all revenues, journal entries, and warrants to ledgers.
- Maintains ledgers and reconciles with Treasurer, Collector, and Assessor.

Assistant City Accountant

July 2017 – June 2020

City of Greenfield, Greenfield, MA

- Process journal entries, reconcile accounts, and make adjustments in order to maintain accurate records.
- Review invoices and prepare bill schedules accurately and timely for various departments.
- Responsible for all financial transactions and record keeping for police outside detail.
- Complete accounting transactions and prepare reports in accordance with GAAP and MGL.
- Act as back up for Accounts Payable clerk and Payroll clerk.

Town Accountant

July 2018 – September 2020

Town of Cummington, Cummington, MA

- Prepare accounts payable warrants on a biweekly basis.
- Complete accounting transactions and prepare reports in accordance with GAAP and MGL.

Family Support Worker

January 2012 – July 2017

Clinical and Support Options, Inc., Greenfield, MA

- Supported and coached youth to learn social skills and other skills that help them function in society.
- Addressed youth's behavioral health needs and worked with family to support those needs.
- Coordinated with other providers in the treatment and care of clients.
- Completed all paperwork and maintained files within standards set by government agencies.

SKILLS

Accounting: Munis; VADAR; BudgetSense; SoftRight; QuickBooks; Peachtree; TaxWise; ProSeries

Computer: Microsoft Excel; Word; PowerPoint; Outlook; Google Suite

Name: Zaharia Nichita

MONTAGUE APPOINTED OFFICIAL

NAME: Zaharia Nichita

DATE: 7/22/2024

COMMITTEE: Zoning Board of Appeals- Alternate

TERM: One (1) Year

TERM EXPIRATION: 6/30/2025

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 07/23/24

Richard Kuklewicz

Matt Lord

Chris Boutwell

Zaharia Nichita personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Zoning Board of Appeals- Alternate 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.

To: Montague Board of Selectmen

From: Zaharia Nichita

Date: May 25, 2024

RE: Interest in becoming an alternate Member on the Zoning Board

I would like to express my interest in being appointed to the Zoning Board of Appeals for the Town of Montague. I reside in the home that I purchased in July of 2017 on RandallWood Drive. I have been in front of the Zoning board myself as an applicant years ago, and recently attended a hearing only to witness the meeting, to confirm my interest in joining the Board if appointed.

I would appreciate your consideration.

Thank you,

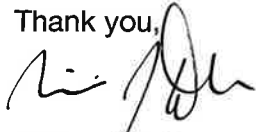
Zaharia Nichita

A handwritten signature in cursive script, appearing to read 'Zaharia Nichita', positioned to the right of the typed name.

To: Montague Board of Selectmen
From: William Doyle/ Vice Chairman Zoning Board of Appeals
Date: May 25, ~~2024~~ 2024
RE: Letter of recommendation

I would like to recommend Zaharia Nichita (Zach) for the open position on the Montague Zoning Board as an alternate member. I have known Zach now for several years, and I personally have been very impressed with his commitment to be a valuable part of our community. He takes great pride in the property that he owns in Montague on Randall Wood drive. He maintains great relationships with his neighbors, and always presents himself in a very professional manner. I believe he would be an asset to the Zoning Board of Appeals if he was appointed to that position.

Thank you,

A handwritten signature in black ink, appearing to read 'William Doyle', written over the printed name below.

William Doyle



Town of Montague
OFFICE OF THE TREASURER/COLLECTOR
1 Avenue A
Turners Falls, MA 01376
(413)863-3200 Fax(413)863-3224
treasurer@montague-ma.gov

July 8, 2024

To: Selectboard

From: Eileen Seymour – Treasurer *Eileen*

Re: Employee Credit Card Requests

Please accept this as a formal request for the following employee of the Town of Montague to be issued a credit card with the requested limit:

Angie Amidon - \$2,500.00

Thank you.

Approved by the Selectboard:

_____ Richard Kuklewicz

_____ Matthew Lord

_____ Christopher Boutwell

The Town of Montague is an Equal Opportunity Provider and Employer

WendyB-Montague Selectboard

Subject: FW: Airport Equipment

From: Airport - Bryan Camden <airport@montague-ma.gov>
Sent: Monday, July 15, 2024 3:14 PM
To: Walter Ramsey <WalterR@montague-ma.gov>
Cc: CarolynO-Montague Town Accountant <CarolynO@montague-ma.gov>
Subject: Airport Equipment

Good Afternoon,

On Friday we found out that one of our primary mowers, a 2007 John Deere 997z will need about \$6,000+/- worth of repairs in the next few weeks. We had originally planned on replacing it in 2025 using trade in value and whatever was left in the budget to buy whatever we could afford. This mower will not last until the spring, and with the wet summer we have had so far it's been getting a lot of use. I have priced out a smaller but suitable replacement that we can get within 1-2 weeks for a cost of \$16,059.00 off of the state bid list. While it is possible for us to purchase out of budget right now, I am extremely hesitant to use up 100% of all equipment maintenance funds and a lot of building and grounds funds on one purchase so early in the year. The current mower has just over 2,200 hours and is 17 years old. Repairs needed are hydraulic pump and pump clutch, fuel pump, and eventually the injector pump will fail (it is currently leaking). Repairing these could potentially get us another 1-2 years, however I am sure other components will fail in that timeline. In FY23 we spent \$1,869.54 on repairs, in FY24 we spent \$1,208.04 on repairs. At some point we will also run into a situation where we cannot get parts because of the age of the equipment, or they are too costly to justify the expense. These are all "wear parts" and not "neglected or abused" items. I would like to request assistance from the town in financing the purchase of a new mower, and with the tight timeline and the need to use the equipment I would request the use of ARPA funds for the project.

Thanks,
Bryan
Turners Falls Municipal Airport
Airport Manager



Richey & Clapper, Inc.

33 Boston Post Rd
 Sudbury, MA 01776
 (978) 443-1333
 www.richeyandclapper.com

Invoice Estimate

65071

Thank you for the opportunity to earn your business! We hope to see you back soon. Quotes are valid for 15 days for in-stock products only. Please contact us with any questions.

Bill To				Ship To			
Turners Falls Municipal Airport 10 Aviation Way Turners Falls, MA 01376							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
17733	Bryan Camden		(774) -		Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address			Department
JEB	House Account	06/25/24	65071	airport@montague-ma.gov			Counter Sales

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
923H	SCAP	Install Kit, Striper	1		1	\$113.75	\$87.00	\$87.00
923G	SCAP	Striper Kit, Tiger	1		1	\$535.15	\$408.00	\$408.00
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
STTII72V-40BV-EFI	SCWW	Turf Tiger Ii 72in 40	1		1	\$18,799.00	\$15,399.00	\$15,564.00

Description	Qty	Net Each	Amount
Factory Freight	1	\$165.00	\$165.00

Note

Scag Turf Tiger II with 40hp Vanguard Engine and Striper Kit

Invoice Total	\$16,059.00
Sales Tax	\$0.00
Grand Total	\$16,059.00

Quotes are valid for 15 days for in-stock items only. Quotes are based on a cash/check discounted purchase price, unless otherwise noted. For equipment not in stock, the pricing & factory freight charges are subject to change. Special order parts and equipment are not returnable.

Notes:



Customer acknowledges receipt thereof:



Board of Selectmen Town of Montague

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

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

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

Name of applicant: Suzanne LoManto

Address of applicant: 1 Avenue A Turners Falls

Phone # of applicant: 413-863-3200 ext 115

Name of organization: RiverCulture

Name of legally responsible person: T.O.M.

Location of assembly: First Street

Date of assembly: August 3 / August 4

Time of assembly: Begin: 9am End: 7pm

Number of expected participants: _____

If a procession/parade:

Route: Road closure from L to Hill

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: Pocumtuck Homelands Festival

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

Signatures:

Police Chief: [Signature] Date: 6-27-24

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

June 24, 2024

Submitted by: Suzanne LoManto

Director of RiverCulture

Re: Pocumtuck Homelands Festival, August 3-4, 2024

Montague Select Board,

The Pocumtuck Homelands Festival is now in its eleventh year, August 3-4, 2024. As in previous years, the event will feature Native American music, drumming, dance, storytelling, demonstrations, craft vendors, and history talks on the Unity Park riverfront. Activities are scheduled for Saturday from 10am-6pm and Sunday 10am-5pm. Set-up will happen on Friday, August 2.

RiverCulture requests permission to close off part of First Street during festival hours from the top of Unity Hill to the corner of L Street. Diverting traffic away from the festival creates a more peaceful and safe festival going experience. Parking will not be affected. Cars can enter Unity Park at Second Street. RiverCulture will make appropriate arrangements with the Montague DPW for road barricades, highways cones and parking signs. Additionally, RiverCulture will be the liaison with the Montague Board of Health regarding food trucks, trash removal and porta potties. (Please see map)

RiverCulture is seeking permission to co-host this event with The Nolumbeka Project. A contract from FirstLight Power is attached for your signature.

Thank You,

A handwritten signature in black ink, appearing to read 'Suzanne LoManto', written in a cursive style.

Suzanne LoManto



PARKING

Around Town Hall, side streets and Unity Park. The fish ladder parking lot is reserved for ADA.

RESTROOMS AND HANDWASHING

Parks and Rec Building and Near L Street



FOOD

Across from the Parks and Rec building where we will get running water and electricity.

FIRST STREET CLOSURES

Unity Park Hill, outlet at the Unity Park Parking Lot and L Street.



Documtuck Homelands Festival

TOWN OF MONTAGUE APPLICATION FOR AN ENTERTAINMENT LICENSE SPECIAL AND REGULAR

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)
CHAPTER 140, SECTION 181

Date of Application: 6/25/24 Date Approved: _____ Fee: Ø

To the Local Licensing Authority:
The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 20 24
during the following hours:

<u>Sunday</u>	from: <u>9am</u> to: <u>6pm</u>	Thursday	from: _____ to: _____
Monday	from: _____ to: _____	Friday	from: _____ to: _____
Tuesday	from: _____ to: _____	<u>Saturday</u>	from: <u>9am</u> to: <u>7pm</u>
Wednesday	from: _____ to: _____	Legal Holiday	from: _____ to: _____

This is a "special entertainment permit" request? DATE: _____ { yes } { no }

This is an annual renewal? _____ { yes } { no }

1. NAME OF APPLICANT: Suzanne Lo Manto TELEPHONE: _____

2. ~~D/B/A~~: River Culture 413-863-

3. PREMISES: Unity Park Waterfront BUSINESS PHONE: 3200

ext. 115

4. The specific categories of licensed entertainment sought to be approved are:
 Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV Television/Cable N/A Pool Tables

Automatic Amusement Devices: Video Games, Number of: _____ Type: _____ Video or _____ Keno

<input type="checkbox"/> Dancing by patrons	size of floor _____
<input checked="" type="checkbox"/> Instrumental Music	number of instruments & amplifiers _____
<input checked="" type="checkbox"/> Live Vocalists	number of persons/type of show _____
<input checked="" type="checkbox"/> Exhibition	type _____
<input type="checkbox"/> Trade Show	type _____
<input type="checkbox"/> Athletic Event	type _____
<input type="checkbox"/> Play	type _____
<input type="checkbox"/> Readings of Poetry or other	
<input type="checkbox"/> New Years Eve "after midnight entertainment"	

Indoors: Size of area to be used: _____ Allowed: _____ Number of People: _____ Allowed: _____

Outdoors: Size of area to be used: _____ Available Parking: _____

Alcohol to be served: No

Applicant Signature _____
*****OFFICE USE ONLY*****

Board of Health _____ Date _____
C. De 6-27-24
 Police Department, Chief _____ Date _____

Fire Department, Chief _____ Date _____
 Board of Selectmen, Chairman _____ Date _____

Inspector of Buildings _____ Date _____

**FIRSTLIGHT MA HYDRO LLC
LICENSE AGREEMENT
(Short Term Use)**

This LICENSE AGREEMENT (the "License Agreement" or "License") is made effective as of the date fully executed below by and between **FirstLight MA Hydro LLC**, a Delaware limited liability company in its capacity as the licensee of the Turners Falls Hydroelectric Project, FERC License #1889, ("FirstLight" or "Licensor") and **Town of Montague**, a municipality duly organized under the laws of the Commonwealth of Massachusetts (the "Licensee").

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FirstLight hereby grants a non-exclusive license to Licensee for the Use as defined below and no other use or benefit, on the following terms and subject to the following conditions:

1. DEFINED TERMS.

The following terms shall have the meanings specified wherever used in this License Agreement:

- A. FERC. The Federal Energy Regulatory Commission.
- B. PROJECT. FERC Licensed Project No. 2485 and Project No. 1889 which include the Northfield Mountain, and Turners Falls Projects, and accompanying lands including recreational land, located in or near Northfield, Erving, Gill, Greenfield and Montague/ Turners Falls, Massachusetts; Vernon, Vermont; and Hinsdale, New Hampshire.
- C. PROPERTY. That certain property further described or defined on Exhibit "A" attached hereto and incorporated herein.
- D. FACILITY. If applicable, the facility further described or defined on Exhibit "B" attached hereto and incorporated herein.
- E. USE. The use or uses described on Exhibit "B" attached hereto and incorporated herein, and no other use or purpose.
- F. TERM. The term or terms designated on Exhibit "B" attached hereto and incorporated herein, provided, however, that the Term may be terminated in advance of its expiration pursuant to the provisions otherwise set forth in this License.
- G. LICENSE FEE. The fee, if any, further described in Exhibit "B" attached hereto and incorporated herein.

2. TERM AND TERMINATION.

- A. The term of this License shall commence upon the date hereof and continue for the Term designated herein, subject to earlier termination pursuant to the provisions set forth herein. Notwithstanding the designated Term, this License shall expire: (i) immediately upon the date that it is recorded without the prior written consent of FirstLight; (ii) upon Licensee's

failure to cure a default by Licensee hereunder, following written notice of such default from Licensor to Licensee, if the terms hereof expressly provide for such notice and a right to cure; or (iii) if this License would prevent Licensor from complying with any present or future law, license, regulation, rule, order or decree of any governmental or regulatory authority; or (iv) if Licensor is required to do so by any governmental or regulatory authority; or (v) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use.

- B. If termination of this License is required by any governmental or regulatory authority, such termination shall occur on the date so required by said governmental or regulatory authority. If no such date is specified by said governmental or regulatory authority, this License shall terminate upon seven (7) days prior written notice to Licensee.
- C. Termination of this License shall not affect Licensee's obligations under this License Agreement arising on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement. This License Agreement may be terminated at any time by either party upon providing prior written Notice as set forth in Section 4 of Exhibit B.

3. ENFORCEMENT.

- A. Licensor reserves the right to impose enforcement fees for, and otherwise exercise its rights with respect to, any unauthorized use of any portion of the Property, including without limitation, failure to receive prior written approval from Licensor for any new use, violation of this License, or violation of any provision of the FERC license of the Property. Such enforcement action by Licensor may include, but is not limited to: a trespass, cease and desist or similar court proceeding; removal of unauthorized improvements at Licensee's expense; termination or revocation of this License; prohibition of Licensee from receiving any future licenses for use of any portion of the Property; collection of enforcement fees from Licensee of up to One Thousand Dollars (\$1,000) per violation per month, in addition to up to Two Thousand Dollars (\$2,000) for each abandoned or derelict dock located on the Property. Licensee agrees that, as a condition of this License, it will pay all legal fees and expenses incurred by Licensor in bringing any enforcement action against Licensee for the violations described in this section.
- B. If Licensor is cited for a regulatory violation that occurred as a result of Licensee's actions, then Licensee will reimburse Licensor for any fines or fees assessed by such regulatory agency and will cure said violation at Licensee's expense.

4. NO WARRANTIES.

LICENSOR MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE, FITNESS OR CONDITION OF THE PROPERTY OR THE FACILITY, EXPRESS OR IMPLIED, OF ANY KIND, AND LICENSEE USES EACH IN "AS IS", "WHERE IS" CONDITION, WITH ALL FAULTS. Licensee hereby acknowledges that it has inspected the Property and has determined that it is suitable for Licensee's Use, that it is not relying on any oral or written representation by FirstLight concerning the Property, and that Licensor is under no obligation to

maintain the Property for Licensee's Use.

5. RIGHTS OF OTHERS.

This License is made without any warranty of Licensor's title and subject to such rights of others as may appear of record or be apparent from inspection. Without limiting the foregoing, Licensee acknowledges that nearby owners of property may have non-exclusive rights to access the Project waters, and/or may be using the Property.

6. COMPLIANCE WITH LAWS.

- A. Licensee understands FERC requires that (i) use of Project land and/or waters by third parties pursuant to a license issued by Licensor not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, (ii) any such third parties take all reasonable precautions to ensure that the construction, operation, and maintenance of structures and facilities covered by this License occur in a manner that protects the scenic, recreational, and other environmental values of the Projects, and (iii) any such third parties not restrict public access to Project lands and/or waters.
- B. Licensee at its sole cost and expense shall comply with all local, county, state or federal laws, codes or ordinances of any description applicable to the Facility and Licensee's Use of the Property including but not limited to zoning, building, engineering, sanitation, health, wetlands, or other environmental laws, and shall promptly remedy any breach of the same. As a condition of entering into the License Agreement, Licensee shall provide evidence reasonably satisfactory to Licensor that all required consents and permits are in force for Licensee's Use.
- C. Licensee understands and agrees that FERC reserves the right to require FirstLight to take reasonable remedial action to correct any violations for the protection and enhancement of the Project's scenic, recreational and other environmental values. Licensee shall promptly remedy Licensee's breach of any law, regulation, permit, license, or term or condition of this License Agreement with respect to the Property or the Facility, at Licensee's sole cost and expense. If Licensee fails or refuses to comply or remedy any such breach, then any cost and expense incurred by Licensor in effecting such compliance or remediating any such breach shall be immediately reimbursed by Licensee upon demand.
- D. Licensee shall not at any time use or store or allow to be released or discharged any pollutant, "hazardous waste" or "hazardous substance" (as those terms may be defined by any applicable federal, state or local law, rule or regulation), or oil, petroleum, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively "Hazardous Substances") on the Property, except of such types and in such quantities and containers as are reasonably necessary for the use of the Property as contemplated herein (for example, handheld containers of gasoline for lawnmowers or boats) and are stored in amounts and containers permitted by applicable environmental, health and safety laws and regulations. Upon Licensor's request, Licensee shall provide evidence reasonably satisfactory to FirstLight that all required consents or permits are in force for Licensee's Use of the Property.

- E. Licensors shall conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as required by law or any regulatory agency or as reasonably warranted due to the use of the Property by the Licensee, to monitor the environmental conditions of the Property and the Project waters, provided that such inspections, site assessments, and tests shall not unreasonably interfere with Licensee's use and enjoyment of the Property and the Project waters. Licensee shall bear the full cost and expense of any such inspections, site assessments and tests, including any related laboratory fees. Licensee shall indemnify and hold Licensor harmless from and against any claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, including without limitation, attorneys', consultants' and laboratory fees, incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Property or to the Project waters from use of the Property by Licensee or those otherwise permitted on the Property by Licensee, any required clean-up or other remedial action on the Property and/or a lien on the Property in favor of any governmental authority for clean-up or other remedial action for such use by such parties.
- F. In the event that archeological materials or human remains are found by Licensee or any party acting on behalf of Licensee during any ground-disturbing activities at or near the Property or the Project, Licensee shall stop such activity immediately and immediately notify FirstLight of such findings. No such further activity shall be permitted until Licensor has concluded its investigation of the findings with the assistance of the State Historic Preservation Officer.

7. PRIORITY OF FIRSTLIGHT OPERATIONS AND RIGHT TO ENTER.

- A. Licensee acknowledges that the License is subject to the terms and conditions imposed by the FERC Project licenses or to be imposed by FERC in connection with any order relative to or affecting this License or any new license issued by FERC for the Project during the term of the License. FirstLight shall have the right to impose additional conditions upon Licensee's use of the Property to assure the safety of Licensor's facilities which are presently or may in the future be located within or in the vicinity of the Property. Licensee shall permit equal and unobstructed use of the Property by all members of the public regardless of race, creed, religion or sexual orientation and in compliance with all federal, state and local laws, regulations, ordinances and requirements.
- B. The operations of the FERC Projects shall have priority over the License herein granted. Following the expiration or earlier termination of this License Agreement, Licensor will not have any obligation to accommodate Licensee's Use.
- C. Licensee acknowledges and agrees that (i) the purpose of the Project is for the generation of electric power; (ii) this License does not affect Licensor's right to alter the level of the Project waters, between 176 and 185 feet above sea level as measured at the Turners Falls Gatehouse, or otherwise continue its use of such waters for its business purposes and Licensor is under no obligation, either direct or implied, to maintain the level of the Project waters at any given point; and (iii) the use of the Property and the exercise of any rights granted hereunder shall not in any way or at any time interfere with any use to which Licensor may put the Project waters or the Property (including, but not limited to,

changing the levels of the waters (up or down), by adding or withdrawing water, flooding with water and ice of the Property or any draining of the Project waters) in connection with the operation of the FERC Projects.

- D. Licensor shall have the right, at any time and without liability or compensation to Licensee, to enter and use the Property for its business purposes, and to install, use, repair, maintain, relocate and remove facilities that presently exist or may in the future be located within the Property as part of FirstLight's business operations.
- E. FirstLight reserves the right to enter upon and use the Property at any time for any purpose, in its sole discretion, including, without limitation, the right to cut and remove wood, brush and timber in connection with the operation of the FERC Projects.
- F. By accepting this License, Licensee releases FirstLight from any and all liability for damages to Licensee's property caused by Licensor's entry and use of the Property or by exercise of its right to flood and flow water.

8. INDEMNIFICATION.

- A. Licensee hereby agrees to defend, release, indemnify, protect and hold harmless FirstLight, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property from and against any and all loss, cost, damage, or expenses, including attorney's fees, arising out of Licensee's Use or occupancy of the Property, including without limitation all claims or suits for loss or damage to: (i) property of any description (including without limitation Licensee's property) or natural resources, including but not limited to damages alleged by other riparian owners, or (ii) personal injury, sickness or death of any person, including without limitation Licensee and its employees, agents, invitees, contractors and guests.
- B. Licensee waives any and all claims for damages it may now or in the future have against any of the Licensor, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property for injuries to persons, or damage to property, including without limitation indirect, incidental and consequential damages, arising out of or traceable to this License, the condition of the Property, or to any use to which Licensor may put the waters of the Connecticut River or the Property, and EXPRESSLY RELEASES such parties from any and all claims, provided the same do not arise out of the gross negligence or willful misconduct of Licensor.

9. LICENSEE'S WARRANTIES.

Licensee warrants that (i) its use of the Property and Project waters covered by this License shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, and (ii) it shall take all reasonable precautions to ensure that the construction, operation and maintenance of all structures, improvements and facilities authorized by this License will occur in a manner that protects the scenic, recreational, and other environmental values of the Project, and (iii) it shall not unduly restrict public access to Project lands and/or waters; and (iv) it will undertake all reasonable measures to ensure that debris, litter, bottles and any other materials are not thrown, dumped or otherwise deposited into the Project land and/or

waters and will promptly clean up any such items that are in the Project waters and are traceable to its operations.

10. INSURANCE.

- A. For as long as this License is in effect, and as a condition of obtaining access to and use of the Property, Licensee must provide to Licensor a certification of liability insurance coverage with respect to the Facility on Acord form 25 or its equivalent, evidencing commercial general liability insurance, with limits of at least \$2,000,000 per occurrence aggregate for bodily injury and property damage. The insurance certificate must identify the location of the Property.
- B. All insurance policies required to be maintained by Licensee pursuant to this License shall be endorsed to: (i) name Licensor, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to Licensor prior to any cancellation or material change in any insurance policy; and (iii) provide a waiver of subrogation in favor of Licensor.
- C. Licensee shall guaranty and ensure that its contractors, subcontractors, agents or representatives performing work or services on the Property have obtained insurance coverages at the limits specified in this License. Licensee will be required to provide evidence of compliance with this section promptly when requested by Licensor. Failure to comply with this section may result in Licensor's termination of this License.

11. DEFAULT AND REMEDIES.

In the event Licensee: (a) fails to fully and completely perform in all material respects all terms, conditions, covenants and promises contained in this License Agreement and such default continues for more than seven (7) days after notice from FirstLight without cure satisfactory to Licensor, or such other time acceptable to FirstLight as is necessary for Licensee to cure a non-monetary default; (b) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (c) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (d) makes an assignment for the benefit of creditors; (e) abandons its Use of the Property and/or the Facility; or (f) suffers this License to be taken on writ of execution; then FirstLight, in addition to all other remedies it may have, shall have the immediate right to terminate this License and to require, at its sole discretion, the removal of the Facility and/or all of Licensee's property from the Property. Licensee will at all times during the Term keep FirstLight informed of the current name, address, telephone number and other relevant contact information for Licensee.

12. FORCE MAJEURE.

To the extent either party is prevented by Force Majeure, as hereinafter defined, from carrying out, in whole or part, its obligations under this License and such party (the "Claiming Party") gives written notice and details of the Force Majeure to the other party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this License (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The party affected by Force Majeure will use

commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations as soon as possible; provided, however, that neither party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues. For purposes of this License, "Force Majeure" shall mean any event or circumstance having an adverse effect upon a party's ability to perform pursuant to this License if such event or circumstance is beyond the party's reasonable control. "Force Majeure" events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of governmental authorities, and strikes or lockouts which materially affect, impact or impede obligations under this License

13. IMPROVEMENTS AND RESTORATION.

- A. Licensee agrees promptly to remove any Facility or other improvements on the Property that become uninhabitable or unsafe, in the judgment of Licensor, during the term of this License. In the event that Licensee fails to do so within thirty (30) days of receipt of written notice from Licensor directing it to remove an unsafe Facility or improvement, Licensor may conduct such removal at Licensee's expense and shall invoice Licensee for all expenses associated with such removal, which invoice shall be due and payable within thirty (30) days of receipt.
- B. At the termination or expiration of this License, Licensee shall promptly remove the Facility, if any, and all of Licensee's personal property from the Property at the Licensee's sole cost and risk and restore the Property to a safe condition reasonably satisfactory to FirstLight within thirty (30) days of the date of such termination or expiration. Any personal property remaining on or near the Property following such thirty-day period may, at the sole option of Licensor, be removed by FirstLight without liability to Licensee with respect to such removed property, and all costs for removal, disposal and restoration shall be paid by Licensee. Licensee will be required to reimburse FirstLight for the expenses of such removal, disposal and any required restoration within thirty (30) days from the date of Licensor's invoice therefor.

14. GENERAL PROVISIONS.

- A. **NO WAIVER.** Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. **SECTION HEADINGS.** Section headings in this License are for convenience only and shall not affect the interpretation of the provisions hereof
- C. **NOTICES.** Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address below, or at such other address for a party as that party may specify by written notice by: (i) delivery in hand, (ii) postage prepaid, United States first class mail, return receipt requested, (iii) overnight delivery service by a nationally-recognized courier, or (iv) email, provided that a copy of such notice is transmitted

to the recipient on the next business day using any one of the preceding delivery methods. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

The mailing addresses of the parties for any such notices are as follows:

FirstLight Att: Land Management Dept.
Northfield Mountain
99 Millers Falls Road
Northfield, MA 01360
elizabeth.bazler@firstlight.energy
Fax No.: (413) 659-4459

With a Copy to:

Legal Department
FirstLight
100 District Avenue, Suite 102
Burlington, MA 01803
ashley.gove@firstlightpower.com

Licensee: Town of Montague
c/o Suzanne LoManto
Town Hall
One Avenue A
Turners Falls, MA 01376

Email Address: riverculture@montague-ma.gov

- D. MISCELLANEOUS. This License Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns; (v) is not intended to inure to the benefit of any third party beneficiary; and (vi) shall be construed without any provision that is found to be invalid or unenforceable to the extent required to give effect to the remainder of its terms.
- E. APPLICABLE LAW. This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws provisions thereof. Any action or proceeding by either party to enforce or interpret this License shall be brought in federal or state court, as appropriate, located in Massachusetts, and Licensee hereby irrevocably and unconditionally waives its right to

challenge its agreement that all such actions and proceedings shall be filed in federal or state court in Massachusetts. Both parties hereby waive a right to trial by jury in any such action.

- F. **LEGAL FEES.** In the event that a party initiates a legal proceeding to enforce the terms of this License, the prevailing party shall be entitled to recover its legal costs, fees and expenses arising out of such enforcement proceeding.
- G. **NO ESTATE CREATED; PREREQUISITE TO ENTRY.** This License Agreement shall not be construed as creating or vesting in Licensee any easement or interest in the Property, but only the limited right of Use under the License hereinabove described. Licensee shall have no right to enter the Property with respect to the Use until FirstLight has received a fully-executed counterpart of this License and Licensee's evidence of insurance coverage in accordance with the requirements of this License Agreement.
- H. **CONFIDENTIALITY.** Licensor and Licensee agree that the terms of this License Agreement are considered confidential and proprietary, and may not be disclosed by either Licensor or Licensee to any third party (except FirstLight's or Licensee's attorneys, contractors and consultants) without the prior written consent of the other party; provided, however, such terms may be disclosed by either party where required by law or by order or direction of any court, commission or other administrative or governmental authority having jurisdiction over the subject matter of the License or the operations and assets of Licensor or Licensee.
- I. **NO TRANSFER OR RECORDING.** This License is personal to Licensee and shall not be assigned, transferred or recorded by Licensee without the express written consent of FirstLight, which consent may be withheld in Licensor's sole and absolute discretion. Any breach of the terms of this paragraph shall render this License immediately terminable at the option of Licensor. Licensor's right to terminate this License under this paragraph shall not be subject to any cure rights provided herein.
- J. **CORPORATE LICENSEE:** If Licensee is a corporation, partnership, limited liability company, trust or other entity, then: (i) each individual executing this License on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of such entity and that such entity has the power and authority to enter into this License and perform its obligations hereunder; (ii) Licensee represents that such entity is duly formed and is in good standing in its jurisdiction of formation and in Massachusetts; (iii) Licensee shall maintain its existence and good standing for as long as this License shall remain in effect; (iv) no ownership or beneficial interest in such Licensee shall be assigned or transferred without the prior written consent of FirstLight; and (v) Licensee shall promptly notify Licensor of any change in its name, existence, jurisdiction of formation or qualification to do business in Massachusetts. Upon request from FirstLight, Licensee shall deliver evidence of such entity's formation, authorization to do business, authorized officers or other representatives, or other entity information reasonably requested.
- K. **INSPECTION.** FirstLight reserves the right to inspect the Property and Facility to determine whether Licensee is in compliance with the terms and conditions of this


License. The failure of Licensor to inspect the Property or the Facility shall not relieve Licensee of any obligation to maintain the Property and the Facility in accordance with the terms and conditions of this License.

- L. EXERCISE OF RIGHTS. Any failure of a party to exercise its rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

LICENSOR:

FIRSTLIGHT MA HYDRO LLC

By:  Date: 7/8/24
Name: Brian D. Wood
Title: Senior Land Manager

LICENSEE:

TOWN OF MONTAGUE

By: _____
Name: Richard Kuklewicz
Its: Selectboard Chair

By: _____
Name: Christopher M. Boutwell, Sr.
Its: Selectboard Clerk

By: _____
Name: Matthew Lord
Its: Selectboard Vice Chair

EXHIBIT A
[Description of the Property]

That certain property owned by FIRSTLIGHT MA HYDRO LLC, located in **Turners Falls, Massachusetts**, as described in a curative deed dated as of December 13, 2019, and recorded in the Franklin County Registry of Deeds at Book 7469, Page 44, given by FirstLight Hydro Generating Company to FirstLight MA Hydro LLC.



Map is georeferenced to NAD 83 datum

EXHIBIT B
(Short Term Use)

1. USE.

A. This License is granted to Licensee to organize, oversee, direct and administer the Pocumtuck Homelands Festival on and through the Property. Specific uses include erecting a large event tent with tables, chairs, and other related items used for such event and that will accommodate a large number of people, including attendees, event organizers/participants, and performers who have been vetted, approved, and selected to perform various activities and instruction in celebration and promotion of such Festival, use of the Property as depicted on Exhibit A, by such Festival attendees, event organizers/participants and approved performers.

B. If any person or persons who are present on the Property become disruptive, e.g. perform(s) or exhibit(s) acts, whether physical or verbal, against others and/or against Festival exhibits and/or in reaction to scheduled Festival activities and/or which may appear to threaten the safety of others in attendance or disrupt general public order in reaction to events and activities occurring on the Property during the Festival and/or Use, a representative of the Town of Montague or the Pocumtuck Valley Homeland Festival event co-sponsors, Nolumbeka Project, may notify the Town of Montague Police Department and may instruct an officer(s) to remove such person(s) from the Festival and the Property. This authority also extends to Festival performers who have not been vetted, approved, and selected by Festival co-sponsors to perform at the Festival.

C. During the festival dates of Saturday, August 3 and Sunday, August 4, Licensee has agreed to provide sani-cans for participants and to complete all event trash removal. Licensee is responsible for procuring any board of health or other regulatory permit to allow this Use.

2. FACILITY.

Any tents, tables, chairs, porta-potties or other improvements to support the Use.

3. CONDITIONS AND RESTRICTIONS.

A. Licensee shall:

- i. Be solely responsible for any erosion on the Property caused or exacerbated by the Use. In the event that FirstLight determines, in its sole discretion, that erosion within one-hundred feet (100') of the Use on the Property was caused or exacerbated by the acts of the Licensee and Licensee fails to adequately remedy or repair such erosion (the "Erosion Repair") to the reasonable satisfaction of Licensor within thirty (30) days of FirstLight's notice thereof, then Licensor may conduct such Erosion Repair at Licensee's cost and expense, and any such charge shall be due and payable to FirstLight within thirty (30) days of the date of the invoice therefor. In addition, Licensor may require Licensee to plant and maintain native vegetation in order to reduce erosion and run-off from the Property into the Connecticut River, which work shall be performed by Licensee at Licensee's expense.

ii. Immediately cease all work on and Use of Licensor's property upon notification from Licensor of a license violation.

iii. Comply with any and all reasonable conditions imposed by the Licensor from time to time in writing, as the same may be modified and/or amended from time to time by Licensor. Licensor specifically reserves the right to remove unauthorized contractors from the property and shall not be responsible for any costs to Licensee associated with such removal.

B. Except to the extent expressly permitted in this License, Licensee shall not undertake or permit without the prior written consent of Licensor:

i. any use, other than the Use, of the Property; or

ii. any excavation, grading or filling on the Property; or

iii. construction of any structures, fixtures, improvements or temporary structures, including tents and trailers, on the Property; or

iv. the removal of any timber, vegetation or plantings, except for any timber, vegetation and plants specifically permitted herein; or

v. parking or storage, even temporarily of vehicles, materials or equipment on the Property contrary to the terms and provisions of the License until it has received FirstLight's prior written approval; or

vi. third party contractors to perform work on the Property without the authorization of the Licensor and receipt by Licensor of evidence that the contractor is insured and has all necessary consents and permits for such work; or

vii. the application of any fertilizer, pesticides, or herbicides to the Property;

viii. or the kindling of any fires upon the Property.

4. TERM.

The Term shall commence on Friday, August 2nd at 12:00 p.m., Eastern Time (ET) and will expire on Monday, August 5th at 12:00 p.m., ET, unless sooner terminated as provided in the License Agreement.

The Term hereof may be terminated by either party upon providing seven (7) days prior written notice by a party to the other party.

5. LICENSE FEE.

Licensee acknowledges and agrees that neither it nor any of its members or affiliates has paid or has agreed to pay to FirstLight any "charge" or "fee" as those terms are defined in Massachusetts General Laws Ch. 21 section 17C, as amended, in exchange for the rights, benefits and access provided by this License Agreement, and that the provisions of MGL Ch. 21 section 17C are applicable to this License and the parties hereto.

Insurance Certificate Information

License Agreement excerpt:

10. "INSURANCE.
 - A. For as long as this License is in effect, and as a condition of obtaining access to and use of the Property, Licensee must provide to Licensor a certification of liability insurance coverage with respect to the Facility on Acord form 25 or its equivalent, evidencing commercial general liability insurance, with limits of at least \$2,000,000 per occurrence aggregate for bodily injury and property damage. The insurance certificate must identify the location of the Property.
 - B. All insurance policies required to be maintained by Licensee pursuant to this License shall be endorsed to: (i) name Licensor, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to Licensor prior to any cancellation or material change in any insurance policy; and (iii) provide a waiver of subrogation in favor of Licensor.
 - C. Licensee shall guarantee and ensure that its contractors, subcontractors, agents or representatives performing work or services on the Property have obtained insurance coverages at the limits specified in this License. Licensee will be required to provide evidence of compliance with this section promptly when requested by Licensor. Failure to comply with this section may result in Licensor's revocation of this License.."

Kindly reference the company in the following manner:

FirstLight MA Hydro LLC
its directors, officers, employees, and affiliates
99 Millers Falls Road
Northfield, MA 01360

Certificate to be provided to: You or your client can forward it to...

Beth Bazler, Senior Land & Compliance Specialist
FirstLight Power
99 Millers Falls Road
Northfield, MA 01360
Phone: (413) 659-4515
Email: Elizabeth.bazler@firstlightpower.com (client name in subject line please)



Engineers | Scientists | Planners | Designers

101 Walnut Street, PO Box 9151, Watertown, Massachusetts 02471

P 617.924.1770 F 617.924.2286 www.vhb.com

Client Authorization

New Contract

Date: July 19, 2024

Assignment # **tbd**

Project No. **tbd**

Project Name: Montague Open Space and Recreation Plan

To: Maureen Pollock Town Planner Town of Montague	Cost Estimate	
	Amendment	Contract Total
Labor		\$33,000
Sub Expenses		\$0
Expenses		\$1,000
TOTAL		\$34,000
<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Time & Expenses	
<input type="checkbox"/> Cost + Fixed Fee	<input type="checkbox"/> Labor Multiplier	

SCOPE OF SERVICES

The Town of Montague (the Client) has requested VHB's services to provide technical assistance in the preparation of a five-year Open Space and Recreation Plan (OSRP). The Town's previous OSRP was prepared in 2017 and is now expired.

To this end, VHB will provide the following planning services:

1.0 PROJECT INITIATION

1.1 Kickoff Meeting and Windshield Survey

VHB will convene a kickoff meeting with the Client to verify the project approach, timeline, and key deliverables. In this meeting, VHB will present an overview of the process, identify key meetings and milestones, establish contacts, and facilitate a preliminary discussion of the format and content of the final deliverables.

Following the Kickoff Meeting, the VHB team will tour the community with Town staff to observe existing conditions. Summary notes and photographs from this windshield survey, to be shared with the Client, will directly inform the preparation of the OSRP.

1.2 Data Review

It is assumed that the Town has an inventory of existing planning studies and reports that will enable the VHB Team to move ahead efficiently in the assessment of baseline conditions. VHB will review and provide a summary of these reports for discussion relative to their present-day applicability and implications for short- and long-term planning initiatives.

As part of this task, VHB will work with the Town to collect other resources and materials pertinent to the baseline analysis (e.g., Assessors' Property Database). Other readily available sources of data will be reviewed, including those from federal (e.g., U.S. Census Bureau), state (e.g., MassGIS), and other local/regional sources, as well as private entities (e.g., Esri's Community Analyst).

The VHB Team will work with the Town to define and report on key indicators to enable the efficient characterization of baseline conditions, including trends as they have occurred over time.

2.0 COMMUNITY AND STAKEHOLDER ENGAGEMENT

2.1 Committee Meetings

For the expected five-month duration of this effort, VHB assumes monthly project management meetings with the Client. These meetings will serve to track progress, focus on the work scope schedule and deliverables, and support coordination and direction. VHB will prepare a standing agenda for the monthly meetings.

2.2 Stakeholder Interviews

VHB will conduct a series of group interviews with Town staff to gather input on key issues and opportunities related to open space and recreation. Up to two (2) VHB staff will conduct up to three (3) interviews, including groups of no more than five (5) different stakeholders in each session. Groups will be determined based on common concerns and objectives. The list of attendees for each session will be identified during the early stages of the process.

2.3 Public Workshops

VHB will prepare for and facilitate two (2) public workshops to build awareness of the OSRP process and gather community feedback. VHB will prepare all meeting presentation materials, agendas, interactive exercises, and meeting documentation. VHB will work collaboratively with the appropriate parties to promote the workshops on social media and/or email blasts.

VHB will meet with the Client prior to each public workshop to confirm presentation materials, objectives, and engagement strategies. Following each workshop, VHB will prepare a summary to document the meeting results.

Key outcomes of the two public workshops are as follows:

- Workshop #1. The purpose of the first public workshop is to provide an overview of existing conditions, outline VHB's process and schedule, and provide a summary of best practices that may be implemented to advance the community's goals. The key outcome is to gather initial feedback from community members on needs and opportunities.
- Workshop #2. The second public workshop will focus on a refined list of best practices. This will include a presentation on vision and goals and common barriers to success. The purpose of this workshop is to solicit stakeholder feedback on the final plan.

2.4 Online Survey

VHB will prepare an online survey to provide further opportunities for public input and to understand issues and opportunities regarding open space and recreation in Montague. VHB will work with the Town to agree on the questions to be asked and will then compile and report the results of the survey in the Plan. Additional survey information will be obtained through electronic voting devices used in the public forums.

2.5 Presentations to Local Boards and/or Committees

VHB will present project updates to local boards and/or committees, as needed, and as determined in the early stages of the project, up to two times. For any additional meetings with local boards or committees, it is assumed that the Town Planner will be responsible for presenting, without VHB's direct involvement. VHB's participation in additional meetings will require additional contract coverage.

3.0 NEEDS ANALYSIS

3.1 Needs Analysis

Based on information gathered during the Public Forums and meetings with the Committee and Town officials, as well as an assessment of existing open space and recreational facilities, an analysis of resource protection, community, and management needs will be undertaken to help ascertain where resources should be allocated to make improvements and to prioritize recommendations in the action plan.

Resource protection needs will be determined by assessing the natural resources and environmental challenges identified in Section 4. VHB will work with the Town to identify current levels of use of recreational facilities and future community needs. VHB will identify where improvements are required and work with the Town to identify priority projects.

VHB will also review statewide planning efforts including the Statewide Comprehensive Outdoor Recreation Plan (SCORP) to assess regional needs. Management needs will be reviewed as they relate to facility maintenance and the Town's capacity to meet future demand for open space and recreation resources in a manner that allows the Town to provide opportunities to people of all ages and backgrounds. Together, this will establish the Analysis of Needs for Section 7 of the Plan.

4.0 MAP PRODUCTION

4.1 Map Production

The OSRP requirements specifically outline the required maps to be included in the Plan, culminating in an Action Plan Map. The maps will be prepared for use both in a meeting setting as well as for reproduction in the Plan itself. VHB will prepare a total of eight maps in accordance with DCS guidelines.

The maps will draw spatial data from publicly available online sources, including MassGIS. VHB will provide the maps in PDF format. VHB can also make GIS files available if needed.

5.0 PLAN PRODUCTION

5.1 Draft Plan

VHB will prepare the draft OSRP based on the findings of Tasks 1-4. The draft plan will be structured according to State guidelines, as follows:

1. Plan Summary
2. Introduction
3. Community Setting
4. Environmental Inventory and Analysis
5. Inventory of Lands of Conservation and Recreation Interest
6. Community Vision
7. Analysis of Needs
8. Goals and Objectives
9. Five-Year Action Plan
10. Public Comments
11. References

VHB will provide a PDF of the draft plan to the Committee and Town staff for review and comment.

Upon completion of review, the Committee and Town staff will provide a consolidated set of comments to VHB.

5.2 Final Plan

Following receipt of a consolidated set of comments from the Town, VHB will proceed with documentation of the Final Open Space and Recreation Plan. The Plan will then be submitted to DCS by VHB on behalf of the Town. Any changes required by Division of Conservation Services (DCS) coming out of their review will be addressed by VHB in the Final Report.

VHB will provide a hard copy and the electronic version of the Final Open Space and Recreation Plan to the Town upon completion of the project.

Letters from the Town Council, Planning Board, Parks & Recreation Commission, Conservation Commission, and Tree Advisory Committee will be requested by Town staff for inclusion in the Plan. A copy of the Draft Plan will also be submitted by VHB to the Franklin Regional Council of Governments (FRCOG) for review so that their letter can also be included in the Plan.

6.0 PROJECT ADMINISTRATION

6.1 Track Priorities, Meeting Agendas

VHB will perform standard project administration services throughout the duration of the assignment.



ASSUMPTIONS

- VHB is dependent upon the Client to provide documentation and data on a timely basis.
- Any meetings with local stakeholders or city/state agencies not described herein will require additional contract coverage.
- This scope of work does not include cost estimation of any kind.
- This scope of work does not include any site surveys or other engineering studies.

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Lump Sum basis by Task.

TIMELINE

VHB will perform the tasks outlined above according to the following timeline:

	Month 1	Month 2	Month 3	Month 4	Month 5
Kick-off meeting					
Evaluate & Assess Previous Plans					
Gather Data					
Public Meeting #1					
Develop Maps					
Analyze Data					
Meet with Town Committees & Officials					
Engage Public with Survey					
Public Meeting #2					
Prepare Action Plan					
Submit Final Report Document & Approval					



Prepared by: Luke Mitchell

Document Approval: Mark Junghans

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated:

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print Mark Junghans _____

Print: _____

Title: Principal _____

Title: _____

Date: _____

Date: _____

2024 Shea Mural Project – Community Input for Mural Theme

The Town of Montague in partnership with [Common Wealth Murals](#) and the Shea Mural Steering Group are proposing a 3,000 square foot mural on a on the Shea Theater Arts Center building, located in downtown Turners Falls. The mural will function as a gateway to Turners Falls, with the goal to further advance the village as a creative community that encourages residents and visitors, alike to visit downtown. The Shea Mural Steering Group is made up of residents, business owners, and town staff.

The mural project includes resident participatory process to help generate themes for the Shea mural that are relevant to Turners Falls and its residents. These themes will be used by the selected muralist, [Darion Fleming](#), to create draft designs for consideration and approval by the Shea Mural Steering Group.

The Town solicited resident input through an in-person community input session held on June 13th at the Shea Theater Arts Center and through an online survey.

The community input session was recorded by MCTV and can be viewed [here](#).

COMMUNITY INPUT SESSION NOTES AND SURVEY RESPONSES:

Here, below are the compiled June 13, 2024 community input session notes and online survey responses. The online survey responses are shown in *green italic* text. Comments provided by the Montague Historical Commission are shown in *red italic* text.

Repeated themes identified in community input session notes and survey responses:

- Turners Falls is up and coming, with a vibrant creative community
- Friendly
- Down to earth
- People love living in Turners Falls, feel very proud of it
- Tends towards progressive
- Respectful of the land and waters
- The river, the canal, the rail trail, bald eagles
- Turners Falls is often underestimated; has the perseverance of an underdog
- Concerns about gentrification, increasing housing costs
- Acknowledgment of the Native history of the area, including the [Great Falls Massacre](#)
- Honor the strength of community over any individual person

1. Please fill in the following prompt: **If you really knew Turners Falls, you would know:**
 - a. There was a many-year situation over changing the high school mascot from the Turners Falls Indians to Turners Falls Thunder. A small but vocal population that is white resist this type of change, and also resist new housing being built and other changes
 - b. The town has a very tragic past in which native women, kids, and elderly were massacred in the night by General Turners. The survivors fled and never

2024 Shea Mural Project – Community Input for Mural Theme

- returned. An annual day of remembrance is held around May 18th. It is not an official act
- c. That we have the best walking trails
 - d. Eagles
 - e. It is named after Colonial Turner who led a slaughter of indigenous people; the town's population is ~ 90% white.
 - f. The river and the river life, fish, birds, history is an important and impacts every part of life here
 - g. The history starting with dinosaurs, then thousands of years of indigenous inhabitants, 1800s-1900s industry to the creative arts and grassroots business economy
 - h. About our indigenous history
 - i. People moved here from well-known popular places to be a part of something unique
 - j. Unity Park, Avenue A, the river, its tight, people care, lots of dogs
 - k. It is a safe creative community. Easy to live in with old timers and new comers together; it is a yes town!
 - l. The river flowing when the damns released
 - m. We care, art community
 - n. It is small but close community with lots of unique places and people
 - o. It is a lot closer to Amherst/Springfield than people think
 - p. Its history and present are shaped by the river; It's a place of struggle, aspiration, and joy; it's historic industrial past echoes forward today; it is unpretentious but prideful
 - q. Know who Danny Monster Cruz was and the flaming dragons at middle earth
 - r. Know about the Native American history; that we also call in GREAT FALLS; that native people and non-natives mix here; celebrate that particular inter-racial aspect of the region which is tied to the natural Connecticut River
 - s. We've had cool events like dog parade and laundromat fashion show
 - t. It's full of old bridges
 - u. It is a friendly changing community; a strong sense of what it means to survive; this is an underdog town
 - v. A river runs through it and it used to be an active industrial area
 - w. It is nice and quiet; the patch is where it is at!
 - x. The river, canal, river walk, bridges
 - y. Kip Dresser, Selectboard Chair Rich Kuklewicz, and [Sam Lovejoy](#)
 - z. Know where the "falls" are
 - aa. Despite being very small (4,000 residents or so live in the village of Turners Falls), there are sharp social divisions based on class. Wealthy families don't merge with lower-income ones; Newer demographics have been moving to Turners Falls in the past 25 years it so; this has brought new ideas, businesses, energy. They tend to either home school or school choice out their kids. A new form of elitism
 - bb. That we are the underdogs!

2024 Shea Mural Project – Community Input for Mural Theme

- cc. it's just the right size and the downtown has a little bit of everything*
- dd. That it is locally beloved, that we spread our dollars around as much as possible, go to all the restaurants all the time, that we take advantage of every last thing the town has to offer, and we are both excited about the amazing potential of the town unfolding while also wanting to keep it an insider secret.*
- ee. We have awesome eateries and diverse small businesses along with 2 beautiful parks and a bike/walk path along the canal and river.*
- ff. the importance of the river to native people*
- gg. It's history*
- hh. Not sure*
- ii. that dinosaur footprints are found here. There probably are some in the foundations of old houses.*
- jj. the ubiquitous shopping carts*
- kk. want to stay awhile.*
- ll. History*
- mm. the river*
- nn. where the Patch is*
- oo. The cultural history of the native tribes that lived here prior to colonization*
- pp. Unity Park*
- qq. that it should be re-named Great Falls*
- rr. The rock dam and that it should be called Great Falls*
- ss. of the fish ladder, the Montague community band, the boat parade each summer, the bike path, the multi-year girls softball champions, the dinosaur tracks in the river bed, the renaissance community that started the Shea Theater, the important history of industry in Turners Falls especially at John Russell Cutlery, the eagles who make the Connecticut River in Turners Falls their home, that many local people prefer to call the town Great Falls because of the massacre that occurred here.*
- tt. There used to be a cement pool and gazebo at Unity Park.*
- uu. About their champion women's softball teams*
- vv. the canal*

2. Please fill in the following prompt: **My favorite thing about people in Turners Falls is:**
- a. We work together
 - b. Friendly
 - c. They are very friendly and love to garden (often with native plants)
 - d. The people are grounded and eccentric; are working class and artistic/progressive; act in good faith most of the time; are suddenly gray, but also black and brown; value community
 - e. VERY community orientated; creative; intergenerational; easy to connect with others; people are down to earth; Latinos and others mix; people relate to nature
 - f. Diversity; old/young; social views; old timers; new comers; economic
 - g. They make things happen

2024 Shea Mural Project – Community Input for Mural Theme

- h. Diversity; shared donut; town scenes; businesses
- i. Everyone is friendly and open to others
- j. Friendly, caring, proud
- k. Friendly and they love their town
- l. How down to earth and friendly most people are
- m. There is quite a diverse range of economic statues here; lots of poverty and lots of entrepreneurs
- n. fun/active; interested in a variety of things including; arts/community/nature/food
- o. It's a small town with everything you need right here; lots of quirky creative people
- p. It's diversity and creativity
- q. People here are friendly and fun; easy to become part of the life of the town
- r. Laid back and accepting
- s. A gruff love of good music
- t. Big hearted and hardworking
- u. Very diverse; they walk around; they make the most of what they have; community gardening; senior center; farmers market
- v. Friendly, curious, respectful of the land and waters
- w. Turners Falls is small enough where you get to know people, and people are regular - not fussy like the college towns
- x. Courteous (most), friendly, love the river, love to hang outside
- y. *I love that all kinds of people live here especially downtown*
- z. *The variety and diversity in all the ways - racial, social, and economic diversity. This feels absolutely key to a healthy and vibrant community*
- aa. *they tell it like it is.*
- bb. *creativity*
- cc. *Their ancestry*
- dd. *Not sure, don't have one*
- ee. *sense of humor, friendliness, imagination, mix of people*
- ff. *they contain multitudes.*
- gg. *The variety*
- hh. *Canal district*
- ii. *the population of peaceful, fun, and creatives of all kinds*
- jj. *their diversity*
- kk. *The warm, friendly, and welcoming crowd*
- ll. *Their loyalty to the town*
- mm. *This assumes that there's PEOPLE who are all the same in this town and that an overarching shared quality exists amongst them. I don't think that would be an accurate reflection of the myriad types and personalities of people who reside here.*
- nn. *Their creative ideas of living, tenacity and fortitude.*
- oo. *there are so many different vibes in Turners Falls*

2024 Shea Mural Project – Community Input for Mural Theme

3. Please fill in the following prompt: **My favorite place in Turners Falls is:**

- a. Is near the Connecticut River and wildlife
- b. The canal; Rail Trail
- c. The falls/bridge
- d. Avenue A
- e. The river and the canal; the main drag
- f. The rail trail
- g. Unity Park, especially the community garden
- h. Riverfront; Franklin County Tech School
- i. The viewing room in the fish ladder where you can see the lampreys; the skate park
- j. Avenue A
- k. Connecticut River - we live on a peninsula, river curves around Turners Falls like the Mississippi River embraces New Orleans
- l. Unity Skate Park, the Fishway, and the Shea Theater
- m. The bike path, with factories, canal, woods, the cove on the river, Avenue A's architecture - Bricks, bricks, bricks
- n. Shea Theater
- o. Peskeompskut Park; the bike path; the river
- p. The pedestrian bridge over the canal near the Montague-Gill Bridge
- q. Great Falls Discovery Center and "The Patch"
- r. Unity Park on a warm Saturday morning
- s. Oakman Street; Gully down to the golf course; that's where my grandparents built their house in the '50s and where I spent my childhood
- t. The river
- u. Barton's Cove; the river areas; both canal and natural river bed; the area behind Discovery Center, overlooking canal
- v. "Rock, Paper, Scissors" Sculpture at corner of 3rd St and Avenue A
- w. The canal district in all its historic glory and ruin; Avenue A and its flowers and brick; the Shea and it's music; bridges everywhere; Unity Park; the Riverfront
- x. Bike path along the river/canal behind the Discovery Center
- y. Community garden on L Street
- z. *I love being by moving water, and being able to walk or bike along the river and canal, it is so lovely. I especially like the Great Falls Discovery Center; it is like a community center.*
- aa. *Warm months: bike path, Unity Park, and Harvey's Restaurant*
- bb. *Cold months: Shea Theater*
- cc. *Anytime: Upper Bend, Voo (eateries)*
- dd. *Unity Park*
- ee. *Barton's Cove*
- ff. *It's past*
- gg. *Don't have one*
- hh. *the river*
- ii. *Unity Park*

2024 Shea Mural Project – Community Input for Mural Theme

jj. Bike path

kk. The dam

ll. The Shea Theater and all the nice areas surrounding it

mm. on the bicycle bridge over the Connecticut River in Montague City

nn. The canal area

oo. Bike Path, Brick & Feather Brewery

pp. Rock Dam

qq. The fish ladder

rr. The Strathmore Mill buildings that are set to be demolished should be central in this mural.

ss. Unity Park, Shea Theater, community garden and the bike trail.

tt. bike path

4. Please fill in the following prompt: **When people learn I live in Turners Falls, they often think... but the truth is:**

- a. They often think it is disconnected from the valley but it's very active
- b. The people probably think there's not a lot of cultural life since it is a small town but we are actually packed with it
- c. They think I am lucky
- d. On the upswing, cool place; I'm lucky
- e. It's a gritty place but it's a working-class town with mostly honest folks who take pride in what they do and have
- f. Why? Nothing happens there, but the truth is it's a vibrant happening place!
- g. A small town with nothing going on, but it's really a vibrant community with people from different backgrounds and many different events and things to offer
- h. We are poor - but we are rich in spirit
- i. They think it's a place past its prime, but it is actually a place that is finding a new identity that embraces the past indigenous population, functioning communes, etc. and also looks to the arts and creativity for its future
- j. The truth is that they live in the Town of Montague! (The Town of Montague is made up of 5 villages, including: Turners Falls, Millers Falls, Lake Pleasant, Montague Center, and Montague City)
- k. They think it is trash, poor, crime, but truth is creative, beautiful, land, interesting people
- l. People used to think it was sketchy or run down but now the reputation is that it is a cool and interesting place
- m. They think I live in the country but the truth is I live in a vibrant community that is upper - class, creative
- n. It's that nice/great but it took work to get to this point. Community involvement, town officials/staff working hard
- o. Think that where I live is more interesting than where they live; is hip, cool, funky; is too gritty for them, but cares for itself and is prospering
- p. Small town with nothing of redeeming value, but there's more here than people realize and they are amazed when they see it; it got a great feel; a sense of place

2024 Shea Mural Project – Community Input for Mural Theme

- q. Looks like a nice place, but a lot of people are struggling
 - r. That it's a nice place, there is a never a but. The truth is that the old timers who talk about "but the truth is" it's now a poor place; new comers like it always
 - s. I am so lucky and they are right!
 - t. It's a vibrant community, but there is a lot more work to be done to help the local economy
 - u. Often, they don't know about it at all, but it is a town worth knowing more about
 - v. That it's an arts town, but it's a people/everyone town
 - w. It's a town by itself but it only one of 5 villages that make up Montague, each with its own identity
 - x. Often think it's a depressed place but its full of resilient strong and creative people, locals and newbies
5. Please fill in the following prompt: **In 10 years, what will be different about Turners Falls? Will this be a positive change or a troubling one?**
- a. There won't be enough affordable housing and a greater wealth divide and disparity between new comers and long-time residents. This will be negative
 - b. I hope the trend of higher housing prices doesn't continue, but if it does, not positive because less people can stay or afford
 - c. The name, would be a positive change
 - d. Very tight housing, less affordable; good if move derelict housing is rehabbed but bad for economically challenged artists, families, etc.
 - e. More expensive; this is troubling; the divide between rich and poor; solar power or hydro-power - positive
 - f. We will have new housing and library and community spaces - positive
 - g. I'm afraid that it will be more gentrified and more divided between rich and poor, and long-time residents and newcomers
 - h. A lot of population will be very old; might have a lot less people if young people are not staying or moving here
 - i. Continue with positive changes with more social resilience and more community building, more civic pride
 - j. Remembering its industrial site of its architecture
 - k. A strong retail economy will emerge more, more choices close to home - a good thing
 - l. We will still have the name, but I think we will be known as a creative oasis
 - m. Might not be affordable - not a good thing
 - n. Housing prices that will be bad; everyone will want to move here since we are great
 - o. I hope a name change to "Great Falls"; the library; the dam would be gone; the wooden loss like between 2nd and 3rd Street; would be mini parks
 - p. It will be integrated with the other 4 villages
 - q. It will have a brilliant international reputation - positive
 - r. Less affordable housing; attracting more young people and more diverse population

2024 Shea Mural Project – Community Input for Mural Theme

- s. Paper mills will be gone, a sad loss but new possibilities
 - t. Montague will take over the 5 villages
 - u. Positive; much the same as now
 - v. We will have a new elementary school - good; we may have more out of towners buy our large houses and then not have kids or not send their kids to the local schools - bad
 - w. We will have 3 new bridges by the paper mills - good; we will have the paper mill demolished - good; we will have housing built where the Farren hospital used to be - good
 - x. Environment in better shape; more native plants
 - y. Positive, Turners has been growing since we moved here 20 years ago
6. Please fill in the following prompt: **In 10 years, what will be the same about Turners Falls? Is this a good thing?**
- a. Caring residents, the river is a constant
 - b. The 19th century brick architecture - a good thing; the town values our architectural treasures
 - c. The Montague Reporter - a great thing
 - d. The river will always embrace us - very cool
 - e. Will still be struggling with businesses open and closings but less than today
 - f. Sense of community will still be strong
 - g. The river - very positive
 - h. It'll still be very beautiful
 - i. Same great nature; some good folks
 - j. Creative population
 - k. Kids riding bikes in the street at night - both good and night
 - l. A moving and creative image of artists in all of the swan songs of life
 - m. The same beauty; walkable town; arts
 - n. The river
 - o. Small town feel; strong sense of community
 - p. Our connection to nature, wildlife, history including indigenous history
 - q. There will still be dog crap and nip bottles sadly not a good thing
 - r. The landscaped Avenue A
 - s. Main Street will look pretty much the same
 - t. People will leave and others will bring new life
7. Please fill in the following prompt: **Thinking about the kids in Turners Falls today: what part of Turners Falls past is important for them to know? What hope/dream do you have for them in the future?**
- a. Dinosaurs and mud balls, working class; immigrant mill workers; hope for a dynamic and diverse public life, feeling a part of a community that has resources that are shared

2024 Shea Mural Project – Community Input for Mural Theme

- b. The history of the town, the massacre and how the next generation need to create a world that's inclusive; that they won't need to leave to find good paying jobs
 - c. Indigenous peoples; enough work opportunities in the area so they can stay
 - d. The mills, farming; hope they want to stay
 - e. A good education
 - f. Important to know changes came about from people organizing, i.e. skate park, trash cans on the Avenue, community garden, farmers market; know that there is a place for them to be involved if they want to
 - g. Show the perseverance of an underdog
 - h. Creativity thrives here
 - i. Unity Park; hope that they grow up full of joy
 - j. They will have better schools
 - k. It's indigenous history
 - l. That we were underwater for 10,000 years; to continue to vote for welfare of all
 - m. Turners Falls past - important for kids to know about King Philip's War and the massacre on the river and the meaning it has for contemporary people
 - n. The history of the town, efforts generation before them have made to make Turners Falls what it is now; I hope there continues to be a strong sense of community; that there is opportunities for them to find their place
 - o. That we once supplied paper to the entire country, indigenous history; hope for continued growth
 - p. Industrial history; they will be able to stay; a caring community and be able to find a way to find a way to support themselves here
 - q. The indigenous history of the area, the creation of the town as an industrial center; a connection to the history but their own identity as well; also, a swimming hole in town
 - r. I want kids to know the river was flowing freely; hope that kids care for the river
 - s. Town history is important; hope they don't have to leave to find success
 - t. Who was here; unity
 - u. Love, prosperity, community
 - v. Hope they have affordable places to live in town, have a good means of employment, and fully a sense of inclusion belonging in the community
8. Please fill in the following prompt: **Is there a person in the community you would like to honor/feature on this mural? If so, who and why?**
- a. Frank Abbondanzio; the long-time Town Administrator whose vision made so much possible; his red hair and red handle bar mustache
 - b. Suzanne Lomanto; RiverCulture Program Director, she does a lot to bring vibrancy to the town
 - c. Roberta Porter; Gill Montague Council on Aging Director
 - d. Farmworkers- they are invisible but do essential work
 - e. Sam Lovejoy
 - f. Put animals on mural; mini - the cat; hank (Jack and Eileen's dog)

2024 Shea Mural Project – Community Input for Mural Theme

- g. Danny Monster Cruz; and also, other wheelchair users who used to live in town and the history of making the sidewalks more accessible to them
- h. One of the indigenous leaders
- i. No one person; perhaps a bald eagle
- j. Its strength is its cooperative nature, its collectivity; no one person can take credit
- k. No single person comes to mind; it's really a sense of a community I think of
- l. King Philip, John Kerry
- m. Danny Monster Cruz
- n. Our George Bush - not the president
- o. Water Kostonski
- p. Frank Abbondanzio
- q. Brian (the Wizard)
- r. *there are so many people who have been important over the centuries, but let's honor those workers many of them immigrants who spent their anonymous lives in the factories. And the many Indigenous peoples who tended the land here before they came and built the factories. That being said, having something beautiful, a design that is more abstract than realistic, would be wonderful.*
- s. *A historical figure from a Native American tribe that used to live here before the massacre. Something life-affirming and beautiful and pays homage to the legacy of the land while ultimately inspiring a peaceful and unified future.*
- t. *1942 state Champs. They best represent the history and community glue*
- u. *There isn't one*
- v. *n/a*
- w. *Nipmuc people*
- x. *Brian (the Wizard) McCue is a longtime local resident who supports performing arts in a big way and is part of a group that used to own the Shea theater and Cutlery Building. He owns a business named Renaissance Painters which is worth note. His story is very interesting, and worth exploring further. There are historic photos that include him currently hanging in the Shea with various performers and groups. I think his curious moustache and whimsical starry gaze would make an excellent subject to include on the wall along with a performing arts and river theme.*
- y. *Recently retired Town Clerk, Deb Bourbeau, for years of service working at Town Hall*
- z. *George Bush for his dedication and devotion to the youth of Montague (*not the former president)*
- aa. *I don't think this mural should include any one recognizable person or people from the local community. To be a mural *for the community* and to have lasting impact it might be better to have generic artwork and people. For example, let's not put an image of Monte up there.*
- bb. *Women (homemakers) the "women" behind the scenes. Native, African, Polish and Irish American and others, working in the garden, doing house repairs, feeding the family, having kids etc.*

2024 Shea Mural Project – Community Input for Mural Theme

- cc. *Turners falls high school girls' softball. They have repeatedly won championships over many years. Let's honor our young women for a change.*
- dd. *None*

Other comments from online survey

- a. *I'd love to see botanical elements - native plants and animals - connection to Indigenous people - the words Great Falls*
- b. *A mural depicting the power canal in its heyday, complete with all the mills.*
- c. *please consider that this is civic space to celebrate mainly performing arts*
- d. *The mural should include the history of Montague including the factories and their workers, Farren Hospital,*
- e. *I would love to see a mural that reflects local heritage (the soon to be demolished mill complex) or local nature, like the many distinctive fish and eels that swim through the fish ladder, rather than portraits of specific individuals*
- f. *Women have had a powerful influence in the evolution of Turners Falls and are often underrepresented in history, it would be amazing to see a lasting impression of their work, struggle and play. A Mural that gives a strong message of inclusion. Growing up in the 80's & 90's Turners was a rough place, women died, so it would be great to see the evolution of place and attitudes towards minorities in a mural.*
- g. *make it cool*

Comments from the Montague Historical Commission:

The Montague Historical Commission wishes to express our support for the mural project slated for the currently bare wall of the Shea Theater. We strongly urge the Mural Planning Committee to ensure that the image(s) depicted respect the character and historic importance of downtown Turners Falls.

Community Poem About Turners Falls (Community Input Session attendees were asked to write a few lines of their own on provided post-its, describing Turners Falls with sounds, sights, smells, tastes, activities. The post-its were collected to create the following poem. The poem was read aloud by Shea Mural Steering Group member Richie Richardson at the end of the input session):

I am from walking the river every single day in all seasons, I am from crumbling factories and gushing water

I am from where indigenous people walked for 10,000 years

I am from just above the river, from friendly neighborhood where people share pants more often than cookies

2024 Shea Mural Project – Community Input for Mural Theme

Trash into treasures; bugs, rocks and grasses along the shore line

Mowed grass and park sounds; kids splashing in the fountain, swings squeaking at a constant pace

Where I am, in my youth, I saw dioramas of Indians in the prairie and I said I must go there. I sought out the company of students, who came to my home town from foreign lands to study; dreamed of going to these places because they feel so familiar

Brick and flowers, mulberry and apples trees; water, water, water; eagles, fish and fowl

I am from morning birds chirping and coffee brewing from the sound of my alarm clock and car engines running. Time to go to work/school! Get up and get out

Bald eagles and vultures flying in the opposing circles on river falls up drafts of misty air

I am from a place that is brave and honest

Apartment building full of neighbors, family, New England crazy

The opening and closing streams of restaurants on the avenue

I am from downtown; I am from Father Fitchburg; I am from the brick buildings; I am from the half hill

Bike my troubles gone, river takes care of it all, more pizza party

The ancient paths that traverse; great fall fold millennia of stones of hope and sorrow

Wake me with thy sounds mixed with rumbling river cold eagle stream

Motorcycle gas and oil smells drifting over the skateboarders resting watching kids with scooters taking turns

I'm from the bend in the river nestled in the hills, before the water tumbles over the edge. I'm from walking the streets and seeing familiar faces. I'm from sitting still, feeling the breeze and seeing the life blossom around me

2024 Shea Mural Project – Community Input for Mural Theme

I am from the sand paths the river caves under forgotten cellars the dog chasing sticks, local peaches, wild blueberries, the long bicycle ride, music heard from a distance, an old decaying diner the lost shopping cart

I'm from night time walks to watch the water flow over the dam; shopping carts congregating like cows

I'm from a long line of mistakes and corrections

Long travels over many years, the road continued to call, found a home and happy tears; right here in Turners Falls

There is a river – hugged place, where long ago folks gather to clear debris from a hurricane

From: [Jim Czach](#)
To: [Maureen Pollock](#)
Cc: [Assistant Town Administrator](#); [Matthew Chase](#); [Phil Goff](#)
Subject: RE: [External] RE: Complete Streets and Safe Routes to School Programs - Engineering Assistance
Date: Wednesday, July 3, 2024 10:10:22 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Hi Maureen,

Hope you're doing well.

Thanks for the feedback. I updated the tasks and associated fees below based on your comments. Please let me know if you have any questions and/or would like to discuss. I'm happy to go over it with you. If its something you want to move forward with , please let me know and I'll get a formal proposal over to you.

TASK 1 –DESKTOP REVIEW AND DEFINE PROJECT AREAS

- Review and update construction costs provided in the 2018 Complete Streets Project Prioritization plan (all projects). Use yearly inflation rate and other in-house information to provide ballpark 2024 construction costs.
- Perform a high-level review of the Complete Streets Project Prioritization Plan and determine the combination of projects that will be pursued for MassDOT's Complete Streets Tier III and Safe Routes to School funding programs based on focus areas below using updated construction costs.

Areas of focus for Complete Streets Tier III Projects. This high-level review will consider completed work to date and costs per linear foot will be used to back out work that has been completed date.

1. Montague Center Town Common - Traffic Calming and Pedestrian Circulation
 2. The Book Mill Area -Traffic Calming and Pedestrian Circulation
- Virtual Meeting with the Town to discuss findings and agree upon general project scopes to be advanced for MassDOT Complete Streets Tier III.

\$2,800

TASK 2 – PROJECT IMPROVEMENT SKETCHES AND COST ESTIMATES

- Conduct a field walk and make observations of the 2 (two) locations noted above. Meet with Town Officials in field if desired.
- Development of 2 (two) project improvement sketches in plan view for use in pursuing funding through the Complete Streets program (one for each alternative above).
- Project sketches will be prepared on aerial photography with the appropriate level of detail to depict the improvements being proposed. Details and notes will be added, as necessary.
- Using the project Improvement sketches, develop detailed construction cost estimates using MassDOT Preliminary Construction Cost Estimate Forms used in applications. Estimates will be prepared to a

MassDOT format using their Weighted Average Bid Application (WABA) tool online.

- Virtual meeting with Town.

\$12,400

TASK 3 – TOWN PUBLIC MEETING

- Attend one (1) Town hosted community engagement meeting to solicit feedback from the public. (up to 2 VHB staff).
- Provide boards of concepts for discussion.

\$5,000

Thanks again !

Jim

Jim Czach, PE
Project Manager
Licensed in MA

P [413.241.5906](tel:413.241.5906) | M [1-413-297-6808](tel:1-413-297-6808)

www.vhb.com

From: Maureen Pollock <planner@montague-ma.gov>

Sent: Tuesday, June 25, 2024 4:36 PM

To: Jim Czach <jjczach@vhb.com>; Maureen Pollock <planner@montague-ma.gov>; Assistant Town Administrator <Assistant.TownAdmin@montague-ma.gov>

Cc: Matthew Chase <mchase@VHB.com>; Phil Goff <pgoff@vhb.com>

Subject: RE: [External] RE: Complete Streets and Safe Routes to School Programs - Engineering Assistance

Hi Jim etal.

Thanks for looping back. Thanks for meeting with us in May. After speaking with Walter, we would like to solely focus on areas #1 and possibly #2. I have adjusted the proposed scope of work – see **red** text. With these changes, could you provide an updated cost estimate?

TASK 1 –DESKTOP REVIEW AND DEFINE PROJECT AREAS

- Review and update construction costs provided in the 2018 Complete Streets Project Prioritization plan (all projects). Use yearly inflation rate and other in-house information to provide ballpark 2024 construction costs.
- Perform a high-level review of the Complete Streets Project Prioritization Plan and determine the combination of projects that will be pursued for MassDOT's Complete Streets Tier III and Safe Routes to

School funding programs based on focus areas below using updated construction costs.

Areas of focus for Complete Streets Tier III Projects. This high-level review will consider completed work to date and costs per linear foot will be used to back out work that has been completed date.

1. Montague Center Town Common - Traffic Calming and Pedestrian Circulation

2. The Book Mill Area -Traffic Calming and Pedestrian Circulation

~~3. First Street Unity Park – Sidewalk Connection and Crossing. Traffic Calming.~~

~~Safe Routes to School (SRTS) Infrastructure will focus on the Sheffield Elementary School:~~

~~1. Sidewalks and Crosswalk Connections to side streets (Davis Street and Keith Street)~~

~~2. Pick-Up and Drop-Off on Crocker Street Frontage~~

- Virtual Meeting with the Town to discuss findings and agree upon general project scopes to be advanced for MassDOT Complete Streets Tier III and ~~SRTS applications.~~

~~\$3K - please update cost estimate.~~

TASK 2 – PROJECT IMPROVEMENT SKETCHES AND COST ESTIMATES

- Conduct a field walk and make observations of the ~~five (5) 2 (two)~~ locations noted below. Meet with Town Officials in field if desired.
- Development of ~~five (5) 2 (two)~~ project improvement sketches in plan view for use in pursuing funding through the Complete Streets and ~~Safe Routes to School programs~~, one for each alternative above.
- Project sketches will be prepared on aerial photography with the appropriate level of detail to depict the improvements being proposed. Details and notes will be added, as necessary.
- Using the project Improvement sketches, develop detailed construction cost estimates using MassDOT Preliminary Construction Cost Estimate Forms used in applications. Estimates will be prepared to a MassDOT format using their Weighted Average Bid Application (WABA) tool online.
- Virtual meeting with Town.

~~\$28K - please update cost estimate.~~

TASK 3 – TOWN PUBLIC MEETING

- Attend one (1) Town hosted community engagement meeting to solicit feedback from the public. (up to 2 VHB staff).
- Provide boards of concepts for discussion.

~~\$5K~~

~~**TASK 4 – COMPLETE STREETS TIER III APPLICATION**~~

- ~~• Complete the Environmental Punch Lists and Finalize Preliminary Project forms for municipal signatures.~~
- ~~• Prepare the Project Notification Forms (PNF) and related Locus and Site Maps for the Town to submit to the Massachusetts Historical Commission (MHC).~~
- ~~• Complete and Submit on the Town's behalf the MassDOT Tier III Construction Finding Application.~~

~~\$6K~~

~~TASK 5 — SAFE ROUTES TO SCHOOL APPLICATION~~

- ~~• Prepare answers to application questions with input assistance from the Town where needed in advance of completing the online application.~~
- ~~• Submit the application through GeoDot on behalf of the municipality using information prepared in Task 1 and 2 above.~~

~~\$5K~~

Please let me know if you have any questions and/or would like to discuss any of this in detail. If there are any tasks the Town would like to perform, we can modify the scope and fee in a final proposal. At a minimum we recommend doing Tasks 1 and 2.

Thanks again for considering us and we hope to have the opportunity to work with the Town on this.

Jim

Maureen Pollock (she/her)

Town Planner

Town of Montague

1 Avenue A

Turners Falls, MA 01376

Phone: (413) 863-3200 x 112

Web: www.montague-ma.gov/planning

Email: mpollock@montague-ma.gov

From: Jim Czach <jjczach@vhb.com>

Sent: Tuesday, June 18, 2024 9:20 AM

To: Maureen Pollock <planner@montague-ma.gov>; Assistant Town Administrator <Assistant.TownAdmin@montague-ma.gov>

Cc: Matthew Chase <mchase@VHB.com>; Phil Goff <pgoff@vhb.com>

Subject: RE: [External] RE: Complete Streets and Safe Routes to School Programs - Engineering Assistance

Hello Walter and Maureen,

I'm just checking in to see if you had a chance to go over the general scope and fee for Complete Streets and Safe Route to School engineering assistance and if you had any questions, and/or wanted us to pull a formal proposal together for this work.

Please let me know when you get a chance.

Thanks

Jim

Jim Czach, PE
Project Manager
Licensed in MA

P [413.241.5906](tel:413.241.5906) | M [1-413-297-6808](tel:1-413-297-6808)
www.vhb.com

From: Maureen Pollock <planner@montague-ma.gov>

Sent: Tuesday, May 14, 2024 3:59 PM

To: Jim Czach <jjczach@vhb.com>; Assistant Town Administrator
<Assistant.TownAdmin@montague-ma.gov>

Cc: Matthew Chase <mchase@VHB.com>; Phil Goff <pgoff@vhb.com>

Subject: [External] RE: Complete Streets and Safe Routes to School Programs - Engineering Assistance

Hi Jim,

Thanks for preparing this general scope and fee outline. I will review this with Walter in the next few days and we will get back to you with thoughts/comments/questions.

Sincerely,

Maureen

Maureen Pollock (she/her)

Town Planner

Town of Montague

1 Avenue A

Turners Falls, MA 01376

Phone: (413) 863-3200 x 112

Web: www.montague-ma.gov/planning

Email: Maureenp@montague-ma.gov

From: Jim Czach <jjczach@vhb.com>

Sent: Tuesday, May 14, 2024 2:28 PM

To: Assistant Town Administrator <Assistant.TownAdmin@montague-ma.gov>; Maureen Pollock
<planner@montague-ma.gov>

Cc: Matthew Chase <mchase@VHB.com>; Phil Goff <pgoff@vhb.com>

Subject: Complete Streets and Safe Routes to School Programs - Engineering Assistance

Hello Walter and Maureen,

I hope everything is going well. Thanks again for meeting with us to go over the Town's plan to pursue Complete Streets Tier III and Safe Routes to School Infrastructure funds . I hope we can assist with the process. We wanted to make sure we're on the same page with the type of assistance you are looking for. Therefore, a general scope and fee outline of what we took away from the meeting is below. This was based on a turnkey process where VHB would prepare documents, required forms for municipal signatures and submit applications.

TASK 1 –DESKTOP REVIEW AND DEFINE PROJECT AREAS

- Review and update construction costs provided in the 2018 Complete Streets Project Prioritization plan (all projects). Use yearly inflation rate and other in-house information to provide ballpark 2024 construction costs.
- Perform a high-level review of the Complete Streets Project Prioritization Plan and determine the combination of projects that will be pursued for MassDOT's Complete Streets Tier III and Safe Routes to School funding programs based on focus areas below using updated construction costs.

Areas of focus for Complete Streets Tier III Projects. This high-level review will consider completed work to date and costs per linear foot will be used to back out work that has been completed date.

1. Montague Center Town Common - Traffic Calming and Pedestrian Circulation
2. The Book Mill Area -Traffic Calming and Pedestrian Circulation
3. First Street Unity Park– Sidewalk Connection and Crossing. Traffic Calming.

Safe Routes to School (SRTS) Infrastructure will focus on the Sheffield Elementary School:

1. Sidewalks and Crosswalk Connections to side streets (Davis Street and Keith Street)
2. Pick-Up and Drop -Off on Crocker Street Frontage

- Virtual Meeting with the Town to discuss findings and agree upon general project scopes to be advanced for MassDOT Complete Streets Tier III and SRTS applications.

\$3K

TASK 2 – PROJECT IMPROVEMENT SKETCHES AND COST ESTIMATES

- Conduct a field walk and make observations of the five (5) locations noted below. Meet with Town Officials in field if desired.
- Development of five (5) project improvement sketches in plan view for use in pursuing funding through the Complete Streets and Safe Routes to School programs, one for each alternative above.
- Project sketches will be prepared on aerial photography with the appropriate level of detail to depict the improvements being proposed. Details and notes will be added, as necessary.
- Using the project Improvement sketches, develop detailed construction cost estimates using MassDOT Preliminary Construction Cost Estimate Forms used in applications. Estimates will be prepared to a MassDOT format using their Weighted Average Bid Application (WABA) tool online.
- Virtual meeting with Town.

\$28K

TASK 3 – TOWN PUBLIC MEETING

- Attend one (1) Town hosted community engagement meeting to solicit feedback from the public. (up to 2 VHB staff).
- Provide boards of concepts for discussion.

\$5K

TASK 4 – COMPLETE STREETS TIER III APPLICATION

- Complete the Environmental Punch Lists and Finalize Preliminary Project forms for municipal signatures.
- Prepare the Project Notification Forms (PNF) and related Locus and Site Maps for the Town to submit to the Massachusetts Historical Commission (MHC).
- Complete and Submit on the Town’s behalf the MassDOT Tier III Construction Finding Application.

\$6K

TASK 5 – SAFE ROUTES TO SCHOOL APPLICATION

- Prepare answers to application questions with input assistance from the Town where needed in advance of completing the online application.
- Submit the application through GeoDot on behalf of the municipality using information prepared in Task 1 and 2 above.

\$5K

Please let me know if you have any questions and/or would like to discuss any of this in detail. If there are any tasks the Town would like to perform, we can modify the scope and fee in a final proposal. At a minimum we recommend doing Tasks 1 and 2.

Thanks again for considering us and we hope to have the opportunity to work with the Town on this.

Jim



Jim Czach, PE
Project Manager
Licensed in MA



P [413.241.5906](tel:413.241.5906)
M [1-413-297-6808](tel:1-413-297-6808)
www.vhb.com

One Federal Street
Bldg. 103-3N
Springfield MA 01105-1121

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Office of the Selectboard
Town of Montague

1 Avenue A (413) 863-3200 Ext. 107
 Turners Falls, MA 01376 FAX: (413) 863-3231

July 22, 2024

The Honorable Aaron Michlewitz, Chair
 The Honorable Ann-Margaret Ferrante, Vice-Chair
 House Committee on Ways and Means
 24 Beacon Street
 State House
 Boston, MA 02133

RE: *House Bill H.823 — An Act Relative to Paint Recycling*
(contained within H.4263 before House Ways and Means)

Dear Chair Michlewitz, Vice-Chair Ferrante, Assistant Vice-Chair Haddad, and Members of House Ways and Means Committee,

The Town of Montague is in support of a paint stewardship law. A paint stewardship law will reduce improper disposal of hazardous waste and reduce the cost of waste disposal for municipalities.

A paint stewardship law would establish a convenient collection network for unwanted paint, alleviating municipalities of disposal costs for this material. Paint is one of the most common items disposed of at hazardous waste collections. This legislation is revenue neutral and establishes sustainable funding for recycling or proper disposal of paint.

Experience from neighboring states, such as Connecticut, Rhode Island, Maine, Vermont, and New York, demonstrates the effectiveness of such laws. This is a common-sense program which is a win for residents, homeowners, and municipalities.

I sincerely ask you to take action to pass the paint stewardship bill from H.823/S.551 into law. I urge the House Committee on Ways and Means to move favorably on the pending paint stewardship legislation.

Thank you for your attention to this matter and for your public service.

Sincerely,

 Richard Kuklewicz, Chair

 Matt Lord

 Christopher Boutwell

cc: Senator Jo Comerford
 Representative Natalie Blais

AMENDMENT NO. 3
TO
AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE CITY ROAD

AMENDMENT NO. 3
TO
AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE CITY ROAD

This AMENDMENT made on the 22 day of July, 2024, by and between Town of Montague, (hereinafter called CLIENT), and WRIGHT-PIERCE (hereinafter called ENGINEER).

WHEREAS, an Agreement was entered on October 22, 2018 between the CLIENT and ENGINEER, which Agreement is entitled Montague City Road, Flooding Protection (hereinafter referred to as AGREEMENT).

WHEREAS,

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between CLIENT and ENGINEER to amend the AGREEMENT as follows:

1. The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.
2. The scope shall be as described as the following:

Task 8 – Construction Engineering Services: Provide additional construction administration services on the final stages of sitework towards project closeout. Efforts will include:

- Facilitation on-site construction meetings with the CLIENT, DPW, contractor, Conservation Agent.
- Coordination with an environmental subconsultant and contractor to address conditions of the Order of Conditions and ACOE PCN issued for this project.
- Review of monthly payment applications.
- Review and monitoring of the Contractor's schedule.
- Coordination with the CLIENT, Contractor, and ACOE throughout construction.
- On-site supervision and monitoring of the resource area work.
- Coordination and oversight of the contractors dewatering and stream bypass operation during the dredging phase.
- Preparation of documentation required for close-out of the project.
- Review of record drawings prepared by a registered land surveyor under contract with the selected contractor

3. The projects schedule shall continue as we proceed to coordinate final construction engineering services towards closeout. We are available to proceed on this current scope of services upon execution of this AMENDMENT.
4. It is proposed to complete this work as an Additional Service under the terms and conditions of our existing AGREEMENT with the CLIENT.
5. The fee schedule shall be as described in Table below:

Task #	Description	Estimated Fee
8	Construction Engineering Services	\$9,169.00


6. The fee shall be increased from \$101,790 to \$110,959 for the services described herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

CLIENT:

ENGINEER:

 By: Richard Kuklewicz
 Title: Selectboard Chair
 Date: July 22, 2024



 By: Thomas J. Hogan, P.E.
 Title: Senior Associate
 Date: 7-18-2024



July 18, 2024

Walter Ramsey, AICP
Montague Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376
413-863-3200

**RE: Avenue A Streetscape Improvements
Proposal for Additional Design Scope
#104 & #108 Avenue A Ramp and Stairs**

Dear Walter:

Berkshire Design appreciates the continued opportunity to assist the Town with the continued streetscape improvements on Avenue A. We're aware a contract has been awarded for the current phase and the project is gearing up for a construction start date.

We understand there has been growing interest in providing additional accessibility improvements at #104 and #108 Avenue A in the form of new ramps or stairs and which match those at other locations which have been, or will be, improved.

Our additional scope would include the design and detailing of these accessibility improvements at #104 and #108 and incorporating that work with the recently awarded contract to Mountain View Landscapes. We are assuming the additional work would be issued as a change order to the construction contract with the work to be overseen by BDG concurrent to our existing contract with the Town.

We propose this additional design scope for a Lump Sum fee of \$4,200.

Thank you for this request and we're looking forward to the project!

Sincerely,

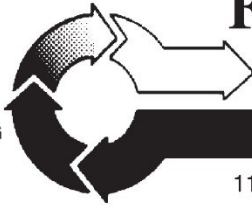
Berkshire Design Group

A handwritten signature in blue ink, appearing to read "Jeff Squire", written over a horizontal line.

Jeffrey Squire, RLA, ASLA

Principal

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

ANNUAL HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

Franklin County Solid Waste District will hold the 2024 household hazardous waste collection on Saturday, September 21 at Greenfield Community College (GCC) and the Orange Transfer Station.

Residents and businesses must pre-register by September 13th. Online pre-registration for the 2024 collection will open on August 14, at: franklincountywastedistrict.org. Mail-in registration forms will be available in mid-August at town transfer stations and in local newspapers.

Participants will be assigned an appointment time to bring waste to the collection; an appointment time and instructions will be provided by mail after registration is processed.

The collection is free for residents of most of the District's 21 member towns. Businesses may participate but must pay for disposal costs. For business registration information, call (413) 772-2438.

This event provides an opportunity to dispose of hazardous items that should not be put in the trash, such as leftover oil-based paints, stains, thinners, pesticides, herbicides, pool chemicals, motor oil, antifreeze, household cleaners, and other household chemicals. A more complete list of acceptable items is at: franklincountywastedistrict.org.

Batteries and mercury-containing items such as fluorescent light bulbs, thermometers, and thermostats are not accepted at this collection. These items, which may contain mercury or heavy metals, should never be put in trash or recycling. Handle them carefully, bring them to a municipal transfer station or a [Regional Hazardous Waste "Super Site"](#) and hand to the attendant. In addition, fluorescent light bulbs are accepted at Lowe's Stores (all types of fluorescents), and Home Depot (CFLs only).

For more information visit: franklincountywastedistrict.org or contact the District at info@franklincountywastedistrict.org, (413) 772-2438. MA Relay for the hearing impaired: 711 or 1-800-439-2370 (TTY/TDD). The District is an equal opportunity provider.