

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, September 30, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/83894315907>

Meeting ID: 838 9431 5907 Passcode: 504118 Dial into meeting: +1 646 558 8656

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting September 23, 2024
3. 6:30 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. 6:32 **Maureen Pollock, Town Planner**
 - Review schematic design for improvements to Main Street Montague Center
 - Authorize Complete Streets Tier 3 FY25 Grant Application
- 5: 6:50 **Assistant Town Administrator's Business**
 - Review and Approval of Amendment 1 to Grant Agreement and SOW 22873 Between Massachusetts Technology Collaborative and Town of Montague – Period of Performance
 - Authorize Contract of Services with Colleen Doherty for Montague Mass in Motion project coordination. Contract value is \$7,830.00 to be funded by Massachusetts Technology Collaborative Digital Equity Implementation grants
 - Green Communities Grant Strategy for Spring 2025 Application
6. 7:00 **Town Administrator's Business**
 - Procedure for hearing FY26 department staffing change requests
 - Announce USDA Community Facilities grant for Police Cruiser (\$33,000)
 - Discuss emerging priorities and projects
 - Priority Recommendations of Sewer Collection System Long Term Control Plan (I and I) in Turners Falls and Millers Falls.
 - Town Hall records digitization and financial software
 - Town Hall Annex meeting room design
 - Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, October 7, 2024 at 6:30PM, 1 Avenue A, Turners Falls and via ZOOM.

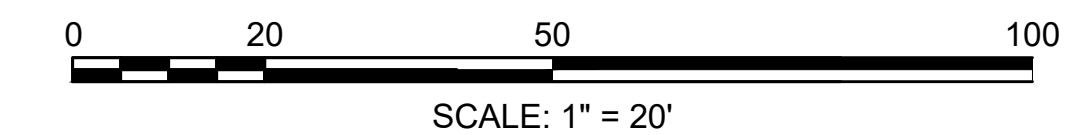
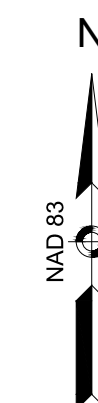


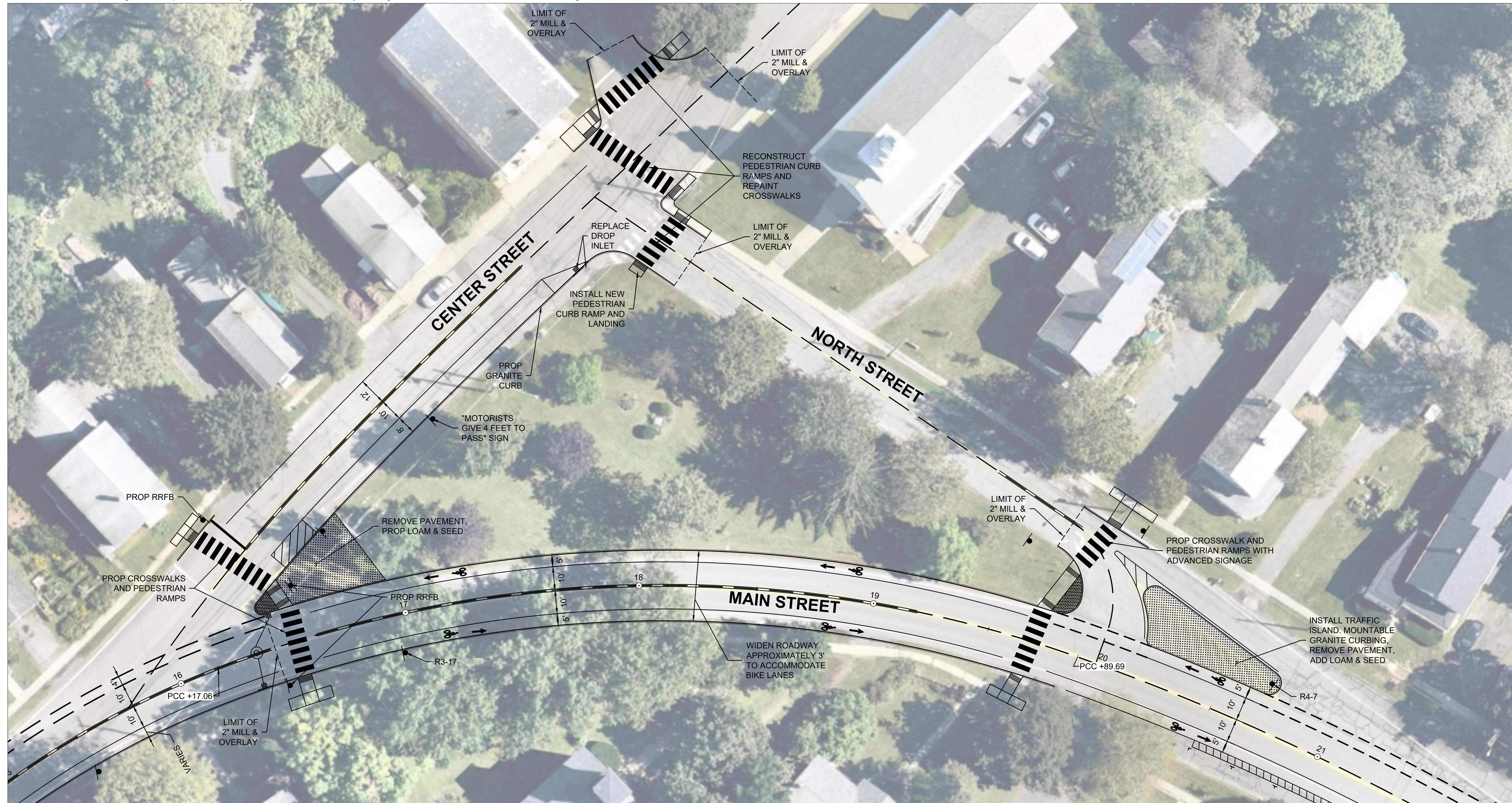
SHEET 1 OF 4

COMPLETE STREETS

MONTAGUE, MA

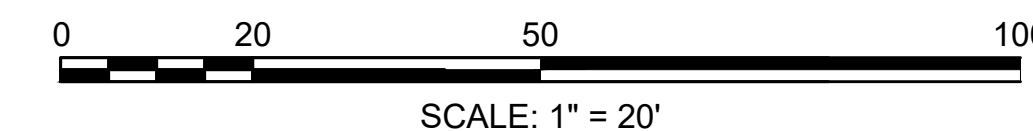
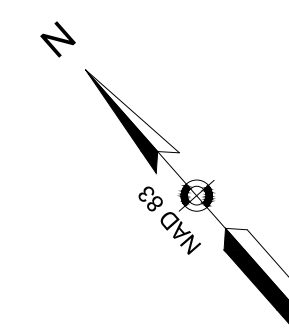
DRAFT 9-26-2024

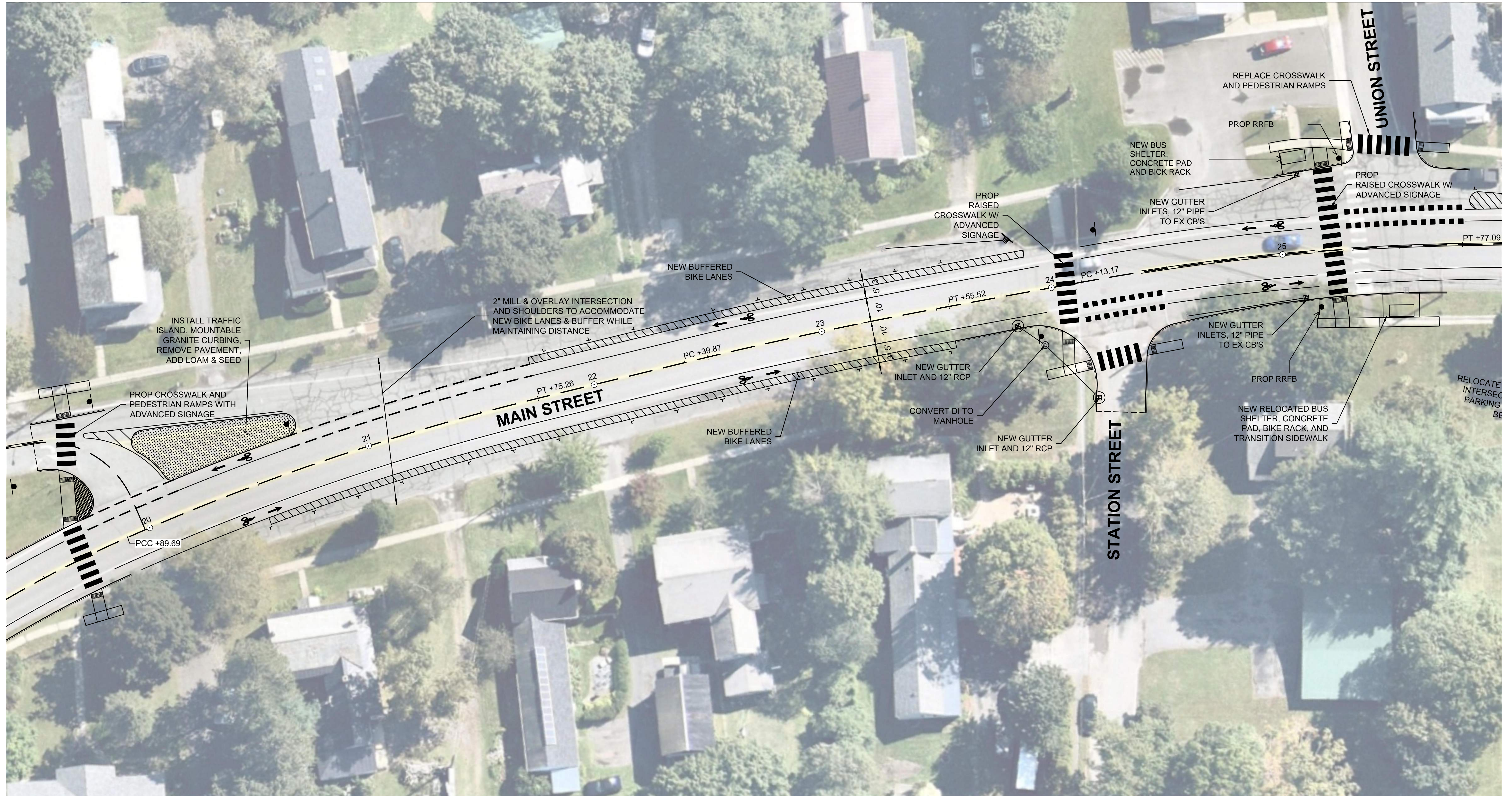




SHEET 2 OF 4 COMPLETE STREETS MONTAGUE, MA

DRAFT 9-26-2024



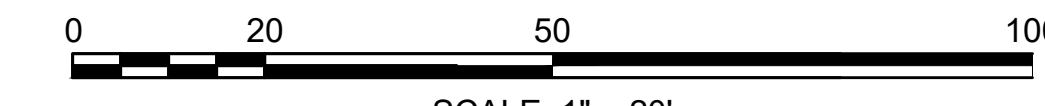
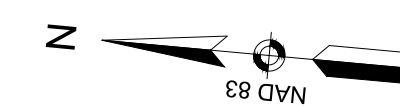


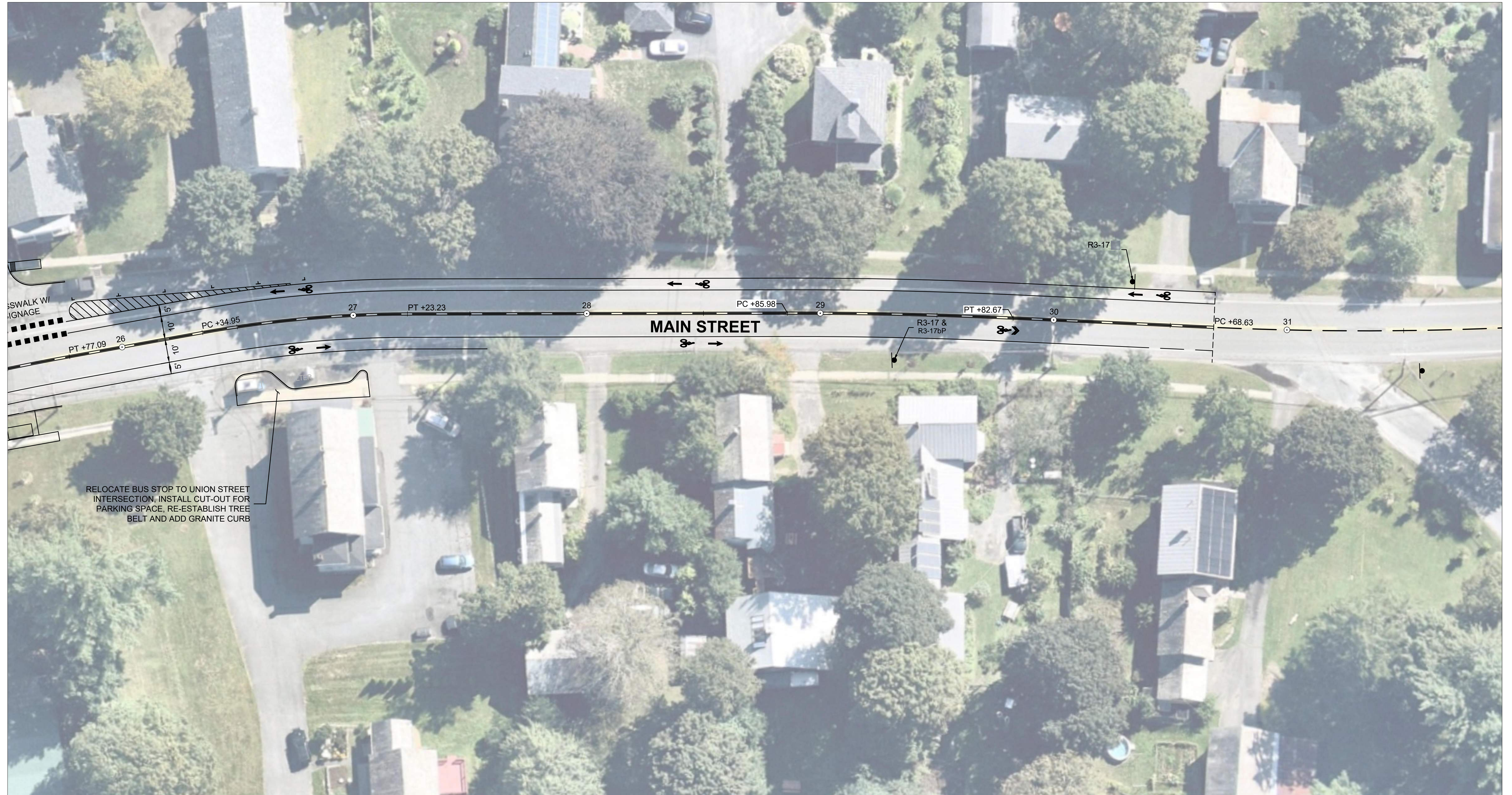
SHEET 3 OF 4

COMPLETE STREETS

MONTAGUE, MA

DRAFT 9-26-2024



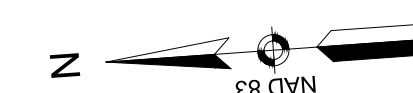


SHEET 4 OF 4

COMPLETE STREETS

MONTAGUE, MA

DRAFT 9-26-2024



Montague Center Complete Streets Project

Dated September 26, 2024

Proposed Design Elements:

- Redefine Pavement Markings on Main Street between School Street / Court Street to maximize shoulder width for bicycle travel.
- Replace crossings and pedestrian ramps at the Center Street and North Street intersection.
- Redefine Pavement Markings on Center Street between to accommodate shoulder areas for bicycle use or on street parking. Install curbing along the common in this segment to discourage vehicles from parking on the edge of the common.
- Widen Main Street between Center Street and North Street to provide 5' bicycle lanes.
- Extend the common apex at the Main Street at the Center Street intersection and install new crosswalk with pedestrian ramps and flashing beacons (RRFBs). This will provide access to the common
- Redefine the intersection of Main Street at North Street and provide new crosswalks and access to the common.
- Restripe Main Street from North Street to Station Street to provide bike lanes and a wide shoulder area that can be used for on-street parking.
- Replace crosswalks on Main Street at School Street and Union Street with raised crossings. RRFBs are proposed at the Union Street crossing.
- Install bus shelters, pads and circular bike racks at the Union Street intersection. The west side is a relocation of an existing bus stop from Village Store.
- Remove the bus stop and shelter at the Village Store and install a cut out to allow for an on-street vehicle parking space.
- Repaint Main Street from Union Street to South Street to provide 5-foot bike lanes where feasible or shoulder areas for bicycle use.
- Minor drainage modifications to reduce or prevent puddling.



Franklin Regional Council of Governments

September 25, 2024

Complete Streets Program Administrator
Massachusetts Department of Transportation
10 Park Plaza
Boston, MA 02116

RE: Letter of Support for Town of Montague Complete Streets Tier 3 Project Plan

Dear Complete Streets Project Administrator,

Please accept this letter as a display of support from the Franklin Regional Council of Governments (FRCOG) for the Town of Montague's Complete Streets Tier 3 Project application.

As the Regional Planning Agency for the communities of Franklin County, the FRCOG works to provide the region with a transportation network that is as sustainable and multi-modal as possible. We know that for our communities to thrive, we need transportation that is safe, efficient, and equitable. For this reason, it has specifically named the implementation of Complete Streets projects throughout the County as one of the top priorities for its 2024 Regional Transportation Plan.

The Town of Montague staff have worked in collaboration with us to develop this application, which aims to implement improvements for pedestrians, cyclists, motorists, and transit users in the historic village of Montague Center, with an emphasis on traffic calming. We can attest to the community engagement and public outreach which has taken place, including a dedicated input session on September 5, 2024, engagement with the Town's Selectboard on September 16, 2024, and direct conversations with several of the neighborhood's residents and business owners, among whom there has been strong support for such improvements.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Linda Dunlavy", is written over a light blue circular stamp.

Linda Dunlavy,
Executive Director
Franklin Regional Council of Governments



TOWN OF
MONTAGUE
MASSACHUSETTS

TOWN HALL
 One Avenue A
 Turners Falls, MA 01376

DEPARTMENT OF PLANNING &
 CONSERVATION
 (413) 863-3200 ext. 112
 Planner@montague-ma.gov

MEMORANDUM

TO: Selectboard
 Walter Ramsey, Town Administrator
 Chris Nolan, Assistant Town Administrator
 Sam Urkiel, DPW Superintendent

FROM: Maureen Pollock, Town Planner

RE: Planning Department's recommendation for the authorization to apply for MassDOT's Complete Streets Tier III Construction Grant Program – Proposed Complete Streets Project in Montague Center

DATE: September 26, 2024

The Planning Department respectfully requests the Selectboard for the authorization to apply for MassDOT's Complete Streets Tier III Construction Grant Program, up to \$500,000 for the proposed Complete Streets Project in Montague Center.

With technical assistance provided by our VHB project consultant/registered transportation engineer, Town staff have collaboratively worked together in developing this application proposal, which aims to implement improvements for pedestrians, cyclists, motorists, and transit users in the historic village of Montague Center, with an emphasis on traffic calming.

We can attest to the community engagement and public outreach which has taken place, including a dedicated community input session held on September 5, 2024, engagement with the Town's Selectboard on September 16, 2024, municipal staff meeting with FRCOG transportation planners, and direct conversations with several of the neighborhood's residents and business owners, among whom there has been strong support for such improvements.

Enclosed, you may find the following:

- Proposed design sketches, prepared by Vanasse Hangen Brustlin, Inc., dated September 26, 2024
- Written outline highlighting the proposed design elements, dated September 26, 2024
- Signed letter of support from Linda Dunlavy, Executive Director of the Franklin Regional Council of Governments (FRCOG)
- Cost estimate to be provided

Pending additional funding, the Town recommends installing flashing beacons at the existing Main St crosswalk located at the corner of Main/School St, and to install a raised crosswalk with flashing beacons at the corner of Main/Old Greenfield Rd (currently, there is at-ground crosswalk at location). Because these two areas already received funding from the Complete Streets Program, the Town has been advised to seek a different funding source. The Town believes the MassDOT Shared Streets and Spaces Grant Program could be a good option. We will look out for the next grant cycle announcement.

The Town is eager to provide these traffic calming measures to this area. Thank you for your consideration.

**Amendment 1
To Grant Agreement and SOW 22873 Between
Massachusetts Technology Collaborative and
Town of Montague**

This Amendment 1 ("Amendment") effective September 11, 2024, modifies Grant Agreement and Statement of Work 22873 effective August 20, 2024 (the "Agreement") between Massachusetts Technology Collaborative ("MassTech") and Town of Montague ("Participant" or "Town"). Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Amendment the Agreement, this Amendment shall govern.

Now, therefore, pursuant to the terms and conditions of the Agreement and this Amendment, MassTech and Participant agree as follows:

- 1. Period of Performance. Section 2(a) of the Agreement is hereby deleted and is replaced with the following:

This Agreement shall take effect on January 1, 2025 (the "Effective Date") and shall remain in effect for one (1) year from the Effective Date (the "Term" or "Period of Performance").

- 2. No other changes: Notwithstanding anything stated in this Amendment to the contrary, all terms and conditions in the Agreement shall remain unchanged unless specifically amended by this Amendment or subsequent amendments.

**The Massachusetts Technology Park Corporation
d/b/a Massachusetts Technology Collaborative**

Town of Montague

By: _____

By: _____

Name: _____

Name: Richard Kuklewicz

Title: _____

Title: Selectboard Chair

Date: _____

Date: 9-30-2024

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF MONTAUE, MASSACHUSETTS
AND
COLLEEN DOHERTY**

THIS AGREEMENT made this 30th day of September, 2024 between Colleen Doherty of 37 Central Street, Turners Falls MA, hereinafter called the “CONTRACTOR,” and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the “TOWN”.

The CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The CONTRACTOR shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price and Payment Schedule

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a sum of \$7,830, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$7,830 without the prior written consent of the TOWN.

Payment shall be issued in three (3) installments, on January 6, 2025, March 31, 2025, and upon conclusion of the project. A summary of work performed shall accompany the invoice to show adequate progress was achieved prior to payment.

3. Commencement and Completion of Work

- A. This Agreement shall commence on September 30, 2024 and shall expire on December 31, 2025, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The CONTRACTOR shall supervise and implement the Work, using her/his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and construction management profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The CONTRACTOR shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR. Consistent with the standard of care referenced above, the CONTRACTOR shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The CONTRACTOR shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The CONTRACTOR shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the CONTRACTOR from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The CONTRACTOR and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The CONTRACTOR shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One electronic or paper copy of all documents, data or other materials created or compiled by the CONTRACTOR shall become the property of the TOWN upon payment in full therefore to the CONTRACTOR.

8. Final Payment, Effect

The acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the CONTRACTOR's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.

11. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the CONTRACTOR. In the event that the Agreement is terminated pursuant to this subparagraph, the CONTRACTOR shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

12. Miscellaneous

- A. Assignment: The CONTRACTOR shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

TOWN OF MONTAGUE:

By: _____

By: _____

Print Name: Richard Kuklewicz

Print Name: Colleen Doherty

Title: Selectboard Chair

EXHIBIT A
SCOPE OF SERVICES

Montague Mass in Motion (MMIM)

Year Three July 1, 2024 – June 30, 2025 Amount: \$4,230

Massachusetts Technology Collaborative, Digital Equity Implementation Grant

Year One January 1, 2025 –December 31, 2025 Amount: \$3,600 (direct labor)

Executive Office of Elder Affairs

January 1, 2024 – February 28, 2025 No amount paid to Coordinator but Key Tasks are similar

Project Coordinator Scope of Services

Role: Continue to support the age friendly recommendations stated in year one of the Montague Mass in Motion report in categories of *communication/information* and *social participation* through the coordination, facilitation, and delivery of the three related grants focused on *Enhancing Digital Literacy for Older Adults*.

Key Tasks: The scope of services for this fixed fee contract includes but is not necessarily limited to the following tasks:

*Initiate and follow through on all project activities stated in grants including but not limited to:

1. Work with MA Healthy Aging Collaborative Enhancing Digital Literacy for Older Adults, Executive Office of Elder Affairs, Mass Tech Collaborative, local Senior Center Digital Equity staff, Cyber Seniors, and related organizations for referrals, information, and joint programming.
2. Support the existing efforts of the Gill Montague Council on Aging's to enhance digital literacy for older adults through the new Mass Tech Collaborative grant.
3. Continue Partnership with Franklin County Technical School (FCTS) Computer and Web Design Instructors and Students for Senior Tech Drop-in, courses, and special topic events for former course participants and general public.
4. Facilitate on-going meetings and communication with Instructors regarding delivery dates, curriculum content and revisions, pedagogy, course evaluation, and resources.
5. Recruit and hire new training and instructional staff if needed.
6. Recruit and train Gill Montague Council on Aging and/or community member volunteers.
7. Remain current in and ensure that all trainers and volunteers utilize best pedagogical practices identified for older adults.
8. Assist with the design of new marketing materials for classes, specialty events, and Tech Tuesday.
9. Distribute Marketing Materials to the following: Montague Reporter, Senior Housing locations (Sunrise Terrace, Stoughton House, Keith Apartments, Highland Apartments), Montague Libraries, Gill Library and Town Hall, Lake Pleasant Post Office and Church, laundromats, Food City, WHAI radio station for Senior hour, visitors/participants to the Gill Montague Senior Center, and other groups/locations deemed appropriate.
10. Refine application and process of acceptance for class (with Chromebooks) participants.
11. Partake in all trainings, special topics, and drop-in tech times.
12. Facilitate both print and online Quarterly Newsletter for Gill Montague Senior Center, highlighting Tech Tips for Older Adults.
13. Develop, distribute, and collect evaluative instruments to ascertain program effectiveness and adapt accordingly.
14. Record all data specified in grants and reporting requirements and deliver to Gill Montague Council on Aging Director, including mid and final reports to Mass Tech Collaborative and Executive Office of Elder Affairs.

15. Convene small work group to work with town staff as needed to ensure that town planning and projects meet the needs of older adults. Work group may include the Selectboard, Council on Aging, older adults, Board of Health, Public Library, Planning Board.
16. Outreach to older adults including anyone with lived experience of disability, discrimination, and/or food insecurity for all Digital Equity services.
17. Attend trainings and meetings organized by FRCOG that support age- and dementia-friendly efforts.

Compensation: Total compensation will include work time, materials, transportation, etc.

Payment rate s \$30 per hour to be paid on a monthly basis

Project	Location	Year	Green Communities Funding
EMS	Carnegie Library	2011	\$751.00
Lighting Upgrades and controls	Carnegie Library	2011	\$15,830.00
Network Controllers	Carnegie Library	2011	\$143.00
Envelope	Carnegie Library	2011	\$860.00
Energy Management System	Public Safety Complex (Police)	2011	\$31,185.00
Lighting Upgrades and controls	Public Safety Complex (Police)	2011	\$31,796.00
Lighting Upgrades and controls	Town Hall	2011	\$46,654.00
Building Envelope+Insulation	Town Hall	2011	\$27,494.00
RAS Pump VFD	Water Pollution Control Facility	2013	\$47,200.00
Replace RTU	Shea Theater	2015	\$82,090.00
Replace Library RTU	Montague Elementary School (Sheffield Bldg)	2018	\$22,030.00
Replace Cafeteria RTU	Montague Elementary School (Sheffield Bldg)	2018	\$33,150.00
HVAC Ductwork Replacement	Shea Theater	2018	\$69,750.00
lighting and lighting controls	Public Safety Complex (Police)	2020	\$13,446.00
lighting and lighting controls	Parks and Rec Fieldhouse	2020	\$3,205.00
lighting and lighting controls	Sheffield School	2020	\$35,788.00
interior and exterior LED lighting	Water Pollution Control Facility	2021	\$14,959.00
lighting conversion	Millers Falls Library	2021	\$1,086.00
LED conversion 17 poles	Second Street Public Parking Lot	2021	\$12,512.00
LED conversion 83 poles	Montague Center Village	2023	\$61,400.00
Inspectional Services EV	Inspections Department	2023	\$10,000.00
PROPOSED APPLICATION			
Exhaust fan controls	Hillcrest Elementary School	2025	\$10,000.00
LED conversion 12 poles	Second Street Alley	2025	\$15,000.00
Purchase of Hybrid or EV F-150 for DPW	Department of Public Works	2025	\$10,000 (hybrid), or \$15,000 (EV)
Charging Station	Department of Public Works	2025	\$7,500.00
HVAC Mini-Split System	Airport	2025	\$20,000.00